

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the Library, 251 South "A" Street and the City Clerk's Office, 305 West Third Street during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.ci.oxnard.ca.us.



AGENDA

OXNARD CITY COUNCIL

*OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

*OXNARD FINANCING AUTHORITY

*OXNARD HOUSING AUTHORITY

Regular Meetings

City Council Chambers, 305 West Third Street, Oxnard

January 12, 2016

5:30 P.M. – Closed Session

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Community Development Commission Successor Agency, the Oxnard Financing Authority and the Oxnard Housing Authority will not meet because there are no items requiring consideration on this date.**

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

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

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Month of January 2016 as "Big Brother, Big Sister Mentoring Month."

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

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

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

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

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for December 1 and 8, 2015; and Minutes of the Special Meetings of the Oxnard City Council for December 9 and 10, 2015. (001)

RECOMMENDATION: Approve.

Legislative Body: CC

Contact: Daniel Martinez

Phone: 385-7803

Recreation and Community Services Department

2. SUBJECT: Senior Services Contribution Awards to Agencies. (017)

RECOMMENDATION: 1) Approve the Senior Services Commission's (SSC) recommended distribution of \$44,600 from the General Fund for Senior Services Contribution Awards to ten agencies providing services to seniors; 2) Direct the Interim Recreation Superintendent to notify recipients of Senior Services Contribution Awards; 3) Authorize the Interim Recreation Superintendent to execute a letter of agreement for each recipient; and 4) Authorize the Chief Financial Officer to make disbursements in accordance with the letter agreements.

Legislative Body: CC

Contact: Terrel Harrison

Phone: 385-7995

Utilities Department

3. SUBJECT: Agreement with Hopkins Groundwater Consultants, Inc. for Hydrogeologic Design, Technical Review, and Consulting Support Services. (023)

RECOMMENDATION: Approve and authorize the Mayor to execute a Consulting Services Agreement with Hopkins Groundwater Consultants, Inc. (A-7848) for Hydrogeologic Design, Technical Review, and Consulting Support Services for a three year term in an annual amount of \$250,000 for a total contract amount not to exceed \$750,000.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8280

Phone: 385-7475

2. SUBJECT: Second Amendment to Agreement with NBS for Consulting Services - Maintenance Assessment Districts. (281)
RECOMMENDATION: 1) Approve a second amendment to Agreement with NBS (7117-15-FN) in the amount of \$87,960 for consulting services related to the completion of the engineer reports for the Maintenance Assessment Districts (MADs); and 2) Approve a budget appropriation in the amount of \$87,960 to allocate this agreement to the MADs.
Legislative Body: CC Contact: Joseph Lillio Phone: 385-7475

3. SUBJECT: Recommendations Regarding the Use of One-Time Successor Agency Loan Proceeds. (299)
RECOMMENDATION: Discuss and approve the recommended use of a portion of the one-time funds received from the Successor Agency "(Agency)" loan proceeds.
Legislative Body: CC Contact: Joseph Lillio Phone: 385-7475

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

O. PUBLIC COMMENTS ON REPORTS

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

P. PUBLIC COMMENTS ON STUDY SESSION

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

Q. STUDY SESSION

January 12, 2016

PAGE 5

C. CLOSED SESSION – Continued from Page 1

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

CC Government Code Section 54956.9(d)(2)

In Re the Late Claim Application of Ivan Covarrubias

City Attorney Claim No. 2015-0173

Significant exposure to litigation pursuant to California Government Code Section 54956.9(d)(2) in one potential case, Claimant: Ivan Covarrubias.

The Interim City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Anticipated Litigation. The purpose of the closed session is for the City Council to consider whether to allow the late claim of Ivan Covarrubias to be filed.

R. ADJOURNMENT

MINUTES

AGENDA ITEM - I-1

OXNARD CITY COUNCIL Regular Meeting December 1, 2015

A. ROLL CALL/POSTING OF AGENDA

At 6:07 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Carmen Ramirez, Dorina Padilla and Bert Perello were present. Councilmembers Tim Flynn and Bryan A. MacDonald was absent. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Pro Tem Ramirez presided and called the meeting to order.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for Claudia Sanchez, Margaret Ramirez, Thomas Randy Cooper, Christina Ramirez and Scott Carroll. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager; Stephen Fischer, Interim City Attorney; Jeri Williams, Police Chief; Ashley Golden, Development Services Director; Keith Brooks, Interim IT Manager; Jason M. Samonte, Traffic Engineer; Arturo Castillo, Housing Director; Daniel Rydberg, Interim Utilities Director; David Endelman, GIS Coordinator and Karl Lawson, Compliance Services Manager.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Armando Vazquez (school program at Café @ A Street); Brett Munoz (banking system); Ed Ellis (list of Ormond Beach visitors); Juanita Alvarez (Housing needs); Miguel Marquez (helping with Housing needs); Dina Ontiveras (water service at Nyeland Acres and Ventura Road); Dan Pinedo (dog scared due to fireworks); Martin Jones (lending rates); Maria C. Ovando (sewer odors at Redwood, the Interim Utilities Director addressed issue) and Karl Lawson (homeless shelter).

G. REVIEW OF INFORMATION/CONSENT AGENDA

Comment was received from: Traffic Engineer (I-3). Councilmember Perello commented on proposed design & questioned type of concrete work.

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comment was received from: George Miller (I-3).

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for October 20, 2015. (001)
RECOMMENDATION: Approve.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (007)
RECOMMENDATION: Approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.

Development Services Department

3. SUBJECT: Installation of a Raised Median along Victoria Avenue from Gonzales Road to Fifth Street. (011)
RECOMMENDATION: 1) Adopt Project Specification No. DS 15-43 for the installation of a raised median along Victoria Avenue from Gonzales Road to Fifth Street; and 2) Approve a budget appropriation recognizing additional Federal grant funding of \$831,900 from the Highway Safety Improvement Program (HSIP) and appropriate additional match of \$251,834 from Circulation System Improvement Fund to the Victoria from 5th Street to Gonzales Project 143102.

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

J. PUBLIC HEARINGS

ACTION: Mayor Pro Tem Ramirez declared the public hearing open.

DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received.

Development Services Department

1. SUBJECT: Review of Planning Commission's Approval of Planning and Zoning Permit No. 14-510-03 (Special Use Permit-Alcohol Sales) to allow an existing 76,639 square foot Wal-Mart, located at 2701 Saviers Road to sell beer, wine, and liquor for off-site consumption (ABC Type 21) within the store. Filed by Brent McManigal on behalf of Wal-Mart Stores, Inc and the property owner, 550 East Hospitality Lane, Suite 300, San Bernardino, California 92408. (015)
RECOMMENDATION: Adopt a resolution upholding the Planning Commission's action and approve Planning and Zoning Permit No. 14-510-03 (Special Use Permit – Alcohol) to allow an existing 76,639 square foot Wal-Mart, located at 2701 Saviers Road to sell beer, wine, and liquor for off-site consumption (ABC Type 21) within the store, subject to certain findings and conditions.

DISCUSSION: The Development Services Director reviewed request to sell beer, wine and liquor at Walmart site and conditions placed by the Police Department including allowed selling hours and types of sales.

At 6:57 p.m., Mayor Flynn was present and presided.

The Police Chief reviewed the crime rate compared to other commercial sites.

Lisa Kolieb and Christina Gosen representing Walmart commented on: contact with Police Department and schools; in-house liquor training; store security and following required Police restrictions.

Public comments were received from: Cesar Morales (Oxnard School District Superintendent); Nancy Pedersen; Denis O’Leary (Oxnard School District Trustee); Salvador Ayala; Tammy Tripp; Ana Quiroz; Francine Castanon and Pat Brown.

The Interim City Attorney reviewed standards and process for allowing liquor licenses.

The City Council discussed: crime rate statistics; density of local community and requirements for allowing liquor licenses.

ACTION: Close the public hearing. (Ramirez/Perello) unanimously. Moved to deny recommendation (Perello/Ramirez). Ayes: Perello, Flynn, Ramirez and Padilla. Absent: MacDonald.

K. APPOINTMENT ITEMS

Public Works Department

1. SUBJECT: Appropriate Funds from Streets Improvement Fund Balance in the amount of \$1,250,000 to the La Colonia Resurfacing, Phase I, Project 143116. (087)

RECOMMENDATION: Approve a budget appropriation in the amount of \$1,250,000 from the Street Improvement Fund Balance to the La Colonia Resurfacing, Phase I, Project 143116.

DISCUSSION: The Interim Utilities Director commented on the options for the community streets may include replacing funding for resurfacing of four streets.

Public comment was received from: Harold Ceja.

The City Council discussed: funding for street repair and future “street improvement” plans.

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

L. REPORTS

City Manager Department

1. SUBJECT: Presentation of Information Technology Four-Year Master Plan from NexLevel Information Technology, Inc. (089)

RECOMMENDATION: Receive a presentation and report on the Information Technology Four-Year Master Plan from NexLevel Information Technology, Inc.

DISCUSSION: The Interim IT Manager outlined the proposed updated of “computer” services which would include: email system, web site, high speed internet; agenda process and a proposed Oxnard 311 (citizen relationship communications).

Patrick Griffin and Linda Lang with NexLevel Information Technology reviewed the process to appraise current computer services and assessed future “computer” needs including “public” input.

Public comments were received from: Steve Nash, George Miller and Phillip Molina.

The City Council discussed: staff plans for internal municipal “computer” needs; funding issues and working with a company such as “Google” to produce a “state of the art” municipal communications system.

ACTION: The City Council provided comments and directions to staff.

2. SUBJECT: Third Amendment to Purchase Order No. 4203 with Kemira Water Solutions for Supply and Delivery of Ferric Chloride to the Wastewater Treatment Plant. (095)

RECOMMENDATION: Approve and authorize the Mayor to execute a Third Amendment to Purchase Order No. 4203 with Kemira Water Solutions (Kemira) for the supply and delivery of Ferric Chloride to the Wastewater Treatment Plant, extending the expiration date from October 16, 2015 to June 30, 2016 and adding \$175,000 to the amount, increasing the total from \$1,354,790 to \$1,529,790.

DISCUSSION: The Interim Utilities Director commented on the reason for the amendment and cost.

The City Council discussed having a future “Request For Proposal” for this service.

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

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

City Attorney Department

1. SUBJECT: Review and Discuss Whistleblower Policy Guidelines. (103)

RECOMMENDATION: Discuss a Whistleblower Policy and provide staff direction to return to Council with a recommended Whistleblower Policy for adoption.

DISCUSSION: The Interim City Attorney reviewed current municipal, State and federal guidelines regarding “Whistleblower” laws; other cities’ “Whistleblower” programs; actions that may be taken if incidents are found and establishment of program.

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

The City Manager recommended that process be independent from the City Manager's Office or City Auditor who answers directly to the City Council to be successfully.

The City Council discussed reasons to have an "ethics" program, possible use of a vendor, other cities' programs, cost of a program and having an "ethics" officer.

ACTION: The City Council provided comments and directions to staff.

M. REPORT OF CITY MANAGER

The City Manager commented on discussions with the Ventura County Civil Grand Jury regarding the future of Oxnard and municipal issues.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed: Downtown restroom facilities for homeless individuals; questioned who was the "key" person regarding homelessness issues and what would be next year's plan for a winter warming shelter (Ramirez) ; Cultural Arts Commission creation of (501(c)) organization (Padilla): the proposal of moving of trucks with sand to City of Malibu on City streets (Ramirez) and Priority budgeting (Flynn).

R. ADJOURNMENT

At 11:23 p.m., the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

MINUTES

OXNARD CITY COUNCIL

Regular Meeting

December 8, 2015

A. ROLL CALL/POSTING OF AGENDA

At 5:04 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager; Stephen Fischer, Interim City Attorney; Ashley Golden, Development Services Director and Cynthia Daniels, Project Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 5:06 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(2), based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case relating to the City's public work contract with Security Paving Company, Inc. (Specification No. PW03-19).

At 6:04 p.m., the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:04 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for victims of San Bernardino mass shooting. Mayor Flynn presided. Additional staff members present were: Arturo Castillo, Housing Director; Joseph Lillio, Chief Financial Officer; Jeri Williams, Police Chief; Tabin Cosio, Human Resources Director; Daniel Rydberg, Interim Utilities Director; Karl Lawson, Compliance Services Manager; Michael Henderson, General Services Manager; Sofia Kimsey, Interim Library Director and Michael More, Financial Resources Manager.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Employee of the Fourth Quarter.
DISCUSSION: The Interim Library Director introduced Veronica Rodriguez as Employee of the fourth quarter and commented on the many tasks assigned to her.
2. SUBJECT: Swearing in of New Fire Chief Bryan Brice.
ACTION: The City Clerk swore-in Bryan Brice as the new Fire Chief. The City Council welcomed the new Fire Chief to the community and thanked the Police Chief for being the Interim Fire Chief.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Pete Placencia (Colonia Boxing Gym); Inez Tuttle (Christmas parade); Woodrow Thomas; Larry Stein; Al Velasquez (opposed utility rate); Morey Navarro (branding of City, Recycling Center, City Corps); Bill Probst (Concert Music Association); Josephine Soliz (support of City Corps); Alise Echele (support of City Corps); Gary Blum (Christmas parade); Gerard Kapuscik (Ventura County levee projects) and Mike Johnson.

G. REVIEW OF INFORMATION/CONSENT AGENDA**H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA**

Public comment from Pat Brown (I-1).

I. INFORMATION/CONSENT AGENDA**City Attorney Department**

1. **SUBJECT:** Resolution Reversing Planning Commission's Approval of Planning and Zoning Permit No. 14-510-03 (Special Use Permit-Alcohol Sales) to Allow an Existing 76,639 Square Foot Wal-Mart, Located at 2701 Saviers Road to sell Beer, Wine and Liquor for Off-site Consumption (ABC Type 21) Within the Store. (001)

RECOMMENDATION: Adopt **Resolution No. 14,875** reversing the Planning Commission's approval of Planning and Zoning Permit No. 14-510-03 (Special Use Permit-Alcohol) to allow an existing 76,639 square foot Wal-Mart, located at 2701 Saviers Road to sell beer, wine and liquor for off-site consumption (ABC Type 21) within the store.*

City Manager Department

2. **SUBJECT:** Agreements for City Council Review. (007)

RECOMMENDATION: Approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.

Finance Department

3. **SUBJECT:** Budget Appropriation – Westport Community Facilities District No. 2. (011)

RECOMMENDATION: Approve a budget appropriation in the amount of \$238,342 for Community Facilities District (CFD) No. 2 (Westport) and recognize additional revenue in the amount of \$21,521 based on actual special tax levy being collected from the Ventura County Secured Tax Roll in FY 2015-16.

4. **SUBJECT:** Budget Appropriation – Seabridge Community Facilities District No. 4. (039)

RECOMMENDATION: Approve a budget appropriation in the amount of \$168,851 for Community Facilities District (CFD) No 4 (Seabridge) and recognize additional revenue in the amount of \$1,899 based on actual special tax levy being collected from the Ventura County Secured Tax Roll in FY 2015-16.

5. SUBJECT: Budget Appropriation – RiverPark Community Facilities District No. 5. (059)
RECOMMENDATION: Approve a budget appropriation in the amount of \$557,370 for Community Facilities District (CFD) No 5 (RiverPark) and recognize additional revenue in the amount of \$586,697 to reflect the actual special tax levy being collected from the Ventura County Secured Tax Roll in FY 2015-16.

Fire Department

6. SUBJECT: Authorization to Submit a Grant Application to the Federal Emergency Management Agency (FEMA) for \$241,250 in Assistance to Firefighters Grant Program (AFG) Grant Funds for Wildland Fire Training and Equipment. (089)
RECOMMENDATION: Adopt **Resolution No. 14,876** authorizing: 1) The City Manager to submit a grant application to the FEMA Assistance to Firefighters Grant program in the amount of \$241,250 for the purpose of purchasing Wildland Fire Equipment and Training; 2) The City Manager or designee to execute the grant agreement if grant funds are awarded to the City; 3) The Chief Financial Officer or designee to submit financial reports and grant claims, approve special budget appropriations for the use of the grant funds and perform all other required financial actions; and 4) The Fire Chief or designee to submit non-financial reports.

General Services Department

7. SUBJECT: Authorization for City Manager to Execute Written Consent and Land Use Application for Modification Under the Second Amendment to the Rooftop Lease Agreement (A-5300). (093)
RECOMMENDATION: 1) Authorize the City Manager or his designee to provide written consent to AT&T's proposal to make minor modifications to its wireless communications facility located on the roof of the Administrative Building located at 300 West Third Street if the Planning Manager approves or conditionally approves AT&T's application; and 2) Authorize the City Manager or his designee to execute the associated Land Use Application on behalf of the City.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (Ramirez/Padilla)
Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn. *Abstain: MacDonald only I-1.

J. PUBLIC HEARINGS

ACTION: Mayor Flynn declared the public hearing open.

DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received.

Housing Department

1. SUBJECT: First Amendment to FY2013-18 Consolidated Plan and the FY2015-16 Annual Action Plan for the City of Oxnard. (101)
RECOMMENDATION: 1) Conduct a public hearing to receive comments on the proposed first amendment to FY2013-18 Consolidated Plan and the FY2015-16 Annual Action Plan; 2) Authorize the City Manager to submit the Council approved Substantial Amendment to the FY 2013-2018 Consolidated Plan and the FY 2015-2016 Annual Action Plan to the U.S. Department

of Housing and Urban Development (HUD) for approval; 3) Approve the appropriation of \$10,000.00 in Community Development Block (CDBG) Grant funding for the Winter Warming Shelter and the cancellation of the Journeymen Apprentice Program; and 4) Authorize the Chief Financial Officer to approve the special budget appropriation of \$500 into Fund 285 (CDBG Entitlement) and transfer within this Fund \$9,500 from Account 5110 (Journeyman Apprentice) to Account 5309 (Transitional Living Center), to fund the Winter Warming Shelter with \$10,000.*

DISCUSSION: The Housing Director reviewed: fund adjustments; grants funds received; reason for modification; funding of code compliance personnel and searching for new grants.

The Compliance Services Manager reviewed the HOME grant program which assist elderly low-income home owners with health and safety issues.

Public comments were received from: Jason Meek, Barbara Marci-Ortiz, Eileen Tracy and Woodrow Thomas.

The Interim City Attorney outlined the use of CDBG funds and need for documentation.

ACTION: Close the public hearing. (Ramirez/Perello) unanimously.

DISCUSSION: The Council discussed several issues including: HOME program; Code Compliance; rental inspection program and having a “plan” to assist the community.

ACTION: Approved as recommended. (Ramirez/Perello) Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez. Noes: Padilla only for #2.

K. APPOINTMENT ITEMS

L. REPORTS

Finance Department

1. SUBJECT: Agreements with NBS for Maintenance Assessment Districts and Budget Appropriation (131)

RECOMMENDATION: 1) Approve and authorize the City Manager to execute a three-year Agreement with NBS (7281-15-FN) in the amount of \$202,200 for administration of the City’s Maintenance Assessment Districts; 2) Approve and authorize the City Manager to execute a First Amendment to Agreement with NBS (7117-FN-15) to add \$35,000 for a total of \$135,000 to continue to provide for additional services associated with resolving issues within the City’s Maintenance Assessment Districts; and 3) Approve the appropriation of funds in the amount of \$222,400 from the Maintenance Assessment Districts to pay for various services provided by NBS and RegisConnect.

DISCUSSION: The Chief Financial Officer and Financial Resources Manager outlined: the proposed agreements; selection process and inspecting district boundaries.

The Financial Resources Manager outlined the reason(s) to select NBS to address assessment district issues including district boundaries.

Brian Brown, NBS, reviewed services to be provided to maintenance districts including: being funded by assessment district(s); review of actual maintenance fees and provide information options to each district to increase or decrease services.

Public comments were received from: Larry Stein; Michael Gleason; Phillip Molina; Steve Nash and Al Velasquez.

The Council discussed: scope of service to be provided; use of General Fund; using in-house staff and decisions of maintenance service by each district.

ACTION: Approved as recommended #2 and #3 with removal of recommendation #1. (Ramirez/Flynn). Ayes: Padilla, Flynn and Ramirez. Noes: Perello and MacDonald.

RECESS

At 9:24 p.m., the City Council recessed and at 9:31 p.m., the Council reconvened.

General Services Division

2. SUBJECT: Blanket Purchase Order for MacValley Oil Company to Deliver Gasoline and Diesel to Various City Sites for Period January 1, 2016-December 31, 2016. (163)
RECOMMENDATION: Approve and authorize the Mayor to sign a blanket purchase order (No. 5640) for MacValley Oil Company to deliver gasoline and diesel to various City sites in an amount not to exceed \$514,000. This blanket purchase order is for the period from January 1, 2016, to December 31, 2016.
ACTION: Approved as recommended. (MacDonald/Perello). Ayes: Perello, Flynn, Ramirez, MacDonald and Padilla.
3. SUBJECT: Blanket Purchase Order for Sawyer Petroleum to Deliver Bio-diesel to the Wastewater Treatment Plant for Period January 1, 2016-December 31, 2016. (167)
RECOMMENDATION: Approve and authorize the City Manager to sign a blanket purchase order (No. 5641) for Sawyer Petroleum to deliver bio-diesel to the Wastewater Treatment Plant located at 6001 Perkins Road in an amount not to exceed \$50,000. This blanket purchase order is for the period from January 1, 2016, to December 31, 2016.
ACTION: Approved as recommended. (MacDonald/Perello). Ayes: Perello, Flynn, Ramirez, MacDonald and Padilla.
4. SUBJECT: Blanket Purchase Order for Silvas Oil Company to Deliver Lubricants and Antifreeze to Various City Sites for Period January 1, 2016-December 31, 2016. (171)
RECOMMENDATION: Approve and authorize the City Manager to sign a blanket purchase order (No. 5639) for Silvas Oil Company to deliver lubricants and antifreeze to various City sites in an amount not to exceed \$150,000. This blanket purchase order is for the period from January 1, 2016, to December 31, 2016.
ACTION: Approved as recommended. (MacDonald/Perello). Ayes: Perello, Flynn, Ramirez, MacDonald and Padilla.

Public Works Department

5. SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract for Project Specification No. UD15-29 Water Systems Non-Scheduled Emergency Work or Scheduled Urgent Work. (175)

RECOMMENDATION: Award Contract to the lowest responsible responsive bidder, Sam Hill & Sons, Incorporated, (A-7833) for Project Specification No. UD15-29 Water Systems Non-Scheduled Emergency Work or Scheduled Urgent Work to the City's water and recycled water systems for the period of January 1, 2016 through December 31, 2018 for a total contract amount not to exceed \$1,800,000 and authorize the purchasing agent to execute the contract upon receipt of final documents.

DISCUSSION: The Interim Public Works Director requested approval for emergency work due to large project and use of personnel (staff/consultants).

Public comments received from: Al Velasquez and George Miller.

The Human Resources Director reviewed the filling of vacant municipal positions.

The Council discussed use of City staff compared to using a consultant and the filling of vacate municipal positions.

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

City Manager Department

6. SUBJECT: Organization Assessment: Status Update on the Implementation Action Plan's for the 128 Recommendations. (217)

RECOMMENDATION: Receive a status update on the Organizational Assessment's Implementation Action Plans (IAP's) that prioritizes the 128 recommendations adopted by Council on July 21, 2015.

ACTION: Continue to future meeting.

Finance Department

7. SUBJECT: Review of Proposed New Internal Audit Program and Request for Proposal (RFP). (289)

RECOMMENDATION: 1) Review and approve the proposed Internal Audit Program Charter; 2) Review and approve the proposed Request For Proposals for Internal Audit Program services; and 3) Authorize an appropriation in the amount of \$100,000 from the one-time Successor Agency Residual pass-through Loan Payment.

DISCUSSION: Bob Deis, Public Management Group, reviewed the internal audit process which would improve accountability and comply with federal law, State law and Council policies; communication process and bringing forward concern(s)/recommendation(s).

Public comments were received from: Larry Stein; Phillip Molina; Al Velasquez and Gerard Kapuscik.

The City Council discussed several issues including: services to be performed by the internal audit process, communications with the Fiscal Policy Task Force and fiscal performance of the “golf course”, “City Corps” and Oxnard Performing Arts Center.

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

M. REPORT OF CITY MANAGER

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed a retirement (life insurance) benefit letter sent to retirees (MacDonald).

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Martin Jones and Woodrow Thomas.

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 11:04 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES
OXNARD CITY COUNCIL
Special Meeting
December 9, 2015

A. ROLL CALL/POSTING OF AGENDA

At 5:05 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Monday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Stephen Fischer, Interim City Attorney; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager; and Jeri Williams, Police Chief.

B. PUBLIC COMMENTS

C. REPORT

City Manager Department

1. SUBJECT: Channel Islands YMCA (CIYMCA). (001)

RECOMMENDATION: Receive a verbal report from Sal Cisneros, Chief Executive Officer from the YMCA on the results of the market study analysis and provide direction to staff.

DISCUSSION: Sal Cisneros and George Leis, Channel Islands YMCA, reviewed general YMCA information which included: being a community-centered programming; community activities (swimming, temporary youth shelter); identifying community needs; grant funding; fee(s) for service and possible vision for the site.

Public comments were received from: Michael Gleason; Roger Poirier; Andres Garcia; Dan Pinedo; Pat Brown; Sal Gonzalez and Steve Nash.

The City Council discussed: cost of the Oxnard/Gonzales location; youth activities; religion requirements; neighborhood outreach; affordable for low-income families and having this opportunity available to the community.

ACTION: Provided comments to staff to prosue the opportunity and review design issues.

Finance Department

2. SUBJECT: Introduction and Presentation of Priority Based Budgeting. (003)

RECOMMENDATION: Receive and file the presentation on Priority Based Budgeting.

DISCUSSION: Chris Fabian, Priority Based Budgeting, outlined the concepts of "priority based budgeting" including understanding municipal spending levels, community expectations; financial diagnostic approach; quality control of programs; allocated resources based on priorities and exampling municipal.

David Millican, Financial Consultant, reviewed differences between budgeting processes to be used with municipal budget priorities.

Public comments were received from: George Miller, Pat Brown and Dan Pinedo.

The City Council discussed: past municipal budgets; looking at community priorities; Priority Based Budgeting being an effective budget tool and focusing on “community service” level/results.

ACTION: The Council provided comments to staff.

City Manager Department

3. SUBJECT: Presentation of Council Strategic Priority Setting Workshop Draft Report. (005)
RECOMMENDATION: Discuss and accept the draft Council strategic priority setting workshop report and direct staff to return with a business plan for each of the four strategic priority areas for Council review and adoption.
DISCUSSION: The Assistant City Manager (Hurtado) outlined the priority goals established at the workshop including: 1) Continue to focus on improving staff accountability and problem solving; 2) Implement 128 recommendations from organization assessment; 3) Budget and financial management improvements; 4) Quality of life (rental inspection program & examine long-term sustainability of public safety services); 5) Complete “utility” master plan and long-term capital replacement of utility infrastructure and process of adding/changing priorities.

Public comment was received from: George Miller.

The Council commented on: infrastructure needs; focusing on internal City budget process and possible regional cooperation regarding similar municipal (government) needs.

ACTION: The Council provided comments to staff.

D. ADJOURNMENT

At 8:44 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES
OXNARD CITY COUNCIL
Special Meeting
December 10, 2015

A. ROLL CALL/POSTING OF AGENDA

At 5:03 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Monday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Stephen Fischer, Interim City Attorney; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager; Jeri Williams, Police Chief and Daniel Rydberg, Interim Utilities Director; Joseph Lillio, Chief Financial Officer; Tabin Cosio, Human Resources Director; Todd Vasquez-Housley, Interim Deputy Public Works Director; Thien Ng, Senior Process Engineer; Terry Kirsch, Interim Water Resources Manager and Jeff Miller, Wastewater Maintenance Manager.

B. PUBLIC COMMENTS

C. REPORTS

Utilities Department

1. SUBJECT: Proposed Utility Rate Increase Options, Utility Rate Policy and Proposition 218 Rate Increase Protest Procedures. (001)

RECOMMENDATION: 1) Provide direction on proposed utility rate increase options and utility rate policy and 2) Adopt a resolution setting Proposition 218 Utility Rate Increase Protest Procedures

DISCUSSION: Michael Kramer and Phillip Curls, First Southwest Company (City's Financial Advisor), outlined the credit rating information, use of S&P as rating agency, setting reasonable rates using various factors and provided a comparison with other "full" service cities.

The Chief Financial Officer recommended debt coverage service (of 2.5 times to be a best practice per Government Finance Officer Association), capital reserve of one years' depreciation, operation reserve be 90 days and 180 day of debt service.

The Interim Utilities Director reviewed several issues: how rates are established; cost of service study; voting process (including community outreach, plant tour and mailing); maintenance of facilities; projected revenues; water supply and system reliability.

Mary Vorissis, P.E., commented on several issues including: regulatory permits, need for maintenance improvements; certification requirements; new regulations needing to be addressed; being aware of possible penalty costs and legal responsibilities.

The Interim Water Resources Manager reviewed several issues including the maintenance of pipelines, water wells, water meters and staffing levels.

The Senior Process Engineer and Wastewater Maintenance Manager reviewed facilities/ infrastructure needing replacement and/or maintenance including “biotower”, clarifiers, corrosion/ deterioration of materials (pipelines, walls, equipment) and sewer line odor control.

The Interim Deputy Public Works Director (Environmental Resources) reviewed the need to replace equipment & vehicles, maintenance of facilities, future fueling facilities and future regulations.

The Interim City Attorney reviewed “Proposition 218” resolution to regulate the election and process of the City Clerk including form of protest and tabulating of ballots by City Clerk.

Public comments were received from: Lillian Sharples; Larry Stein; Jorgen Gramckow; George Miller; Pat Brown; Nancy Lindholm; Steve Nash and Brett Munoz.

The City Manager addressed the building of the “recycled” water line.

The City Council discussed: policies options presented by staff; proposed utility rates; Proposition 218 process (including protest procedures); infrastructure issues; need to raise rates and best practices of other cities.

ACTION: The Council provided comments to staff regarding preferred options and Proposition 218 procedures and moved to approve **Resolution No. 14,877** (MacDonald/Padilla) unanimously.

D. ADJOURNMENT

At 10:44 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: I-2

DATE: January 12, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Terrel Harrison, Recreation Supervisor

SUBJECT: Senior Services Contribution Awards to Agencies

CONTACT: Martha Nateras, Cultural & Community Services
Martha.Nateras@ci.oxnard.ca.us, 385-7992

RECOMMENDATION

That City Council:

1. Approve the Senior Services Commission's (SSC) recommended distribution of \$44,600 from the General Fund for Senior Services Contribution Awards to ten agencies providing services to seniors.
2. Direct the Interim Recreation Superintendent to notify recipients of Senior Services Contribution Awards.
3. Authorize the Interim Recreation Superintendent to execute a letter of agreement for each recipient.
4. Authorize the Chief Financial Officer to make disbursements in accordance with the letter agreements.

BACKGROUND

A total of \$44,600 has been budgeted into the fiscal year 2015-2016 General Fund budget to be used for supportive services for City of Oxnard senior adults. Senior Services Contribution funding is provided on an annual basis and is contingent upon the review and recommendation of the SSC. During the month of August 2015, the SSC invited requests for funding from local agencies serving senior adults in the Oxnard area. Ten agencies responded to the Requests for

Proposals (RFP) with request totaling \$68,500.

The SSC met on November 10, 2015 to discuss, review and make funding recommendations for City Council approval. In this regard, the SSC has recommended the following funding amounts for Fiscal Year 2015-2016:

Agency	Recommendation	Request
1. ACTION	\$2,500	\$5,000
2. Camarillo Hospice Corporation	\$4,000	\$6,000
3. CAREGIVERS: Volunteers Assisting the Elderly	\$6,500	\$10,000
4. Catholic Charities Oasis	\$6,000	\$8,000
5. Elderpride, SHOP AHOY	\$4,000	\$5,500
6. FOOD Share	\$2,500	\$10,000
7. Grey Law of Ventura County, Inc.	\$3,000	\$5,000
8. Livingston Memorial	\$4,600	\$5,000
9. Long Term Care Services of Ventura County, Inc.	\$6,500	\$9,000
10. St. John's Hospital Dignity Health	\$5,000	\$5,000
TOTAL:	\$44,600	\$68,500

FINANCIAL IMPACT

As part of the FY 2015-16 Adopted Budget, funds in the amount of \$44,600 were appropriated from the General Fund to the Senior Services Contribution to Other Agency for the purpose of providing funds to agencies and/or organizations that render services to senior adults within the City of Oxnard.

ATTACHMENTS

Attachment #1 - SSC Minutes for November 10, 2015
Attachment #2 - Sample letter of Agreement

SENIOR SERVICES COMMISSION

Minutes

November 10, 2015

Chair Sweetland called the Senior Services Commission meeting to order at 9:01 a.m.

A. ROLL CALL

Commissioners Present: K. Brainard, R. Fischer, K. Lanker, A. Madrid,
C. Owens, A. Sweetland, L. Villareal Yu

Commissioners Absent:

Staff Present: G. Barnes, Interim Recreation Supervisor
M. Eastlake, RSVP Director

B. APPROVAL OF MINUTES

Minutes were not available.

C. PUBLIC COMMENTS

None.

D. CEREMONIAL CALENDAR

None.

E. PRESENTATION

None.

F. OLD BUSINESS

Chair Sweetland reviewed the short- and long-term goals approved by commissioners. Short-term: Identify, promote and meet the needs of our senior population to help seniors stay healthy and active; expand technology training at the three senior centers with virtual senior center in mind and create awareness of senior population and their needs to the public, government officials and community groups.

Long-term goals include: Establish a foundation to raise construction funds for a new state of the art senior center and to support new and ongoing programs and existing senior centers; demolished existing Wilson Park restrooms and reconstruct in a different location of the park; reopen Colonia Senior Center; and create annual report on community services and senior needs.

Vice Chair Brainard reported she represented the commission at a meeting with the City Council and senior City staff. The Mayor asked for short-, medium- and long-term goals, which the Vice Chair provided using the commission's discussed goals as follows: Short-term is to expand technology training at the three senior centers with a virtual senior

center in mind; medium-term goal provided was to demolish the existing Wilson Park restrooms and reconstruct same in a different location within the park and the long-term goal is construction of a new senior center.

Commissioner Madrid arrived at 9:07 a.m.

Commissioners discussed the grant applications received. There is a total of \$44,600 available for the senior grants. Commissioner Fischer moved and Commissioner Owens seconded distribution of the funds as follows:

\$2,500 ACTION
\$2,500 FOOD Share
\$3,000 Grey Law of Ventura County, Inc.
\$4,000 Camarillo Hospice Corporation
\$6,500 CAREGIVERS: Volunteers Assisting the Elderly
\$6,000 Catholic Charities Oasis
\$4,000 Elderpride, SHOP AHOY
\$5,000 St. John's Regional Medical Center, Community Health Education Department
\$4,600 Livingston CareGivers
\$6,500 Long Term Care Services of Ventura County, Inc.

Motion passed. AYES: Brainard, Fischer, Lanker, Madrid, Owens, Sweetland, Yu. NOS: none. ABSENT: none. ABSTAIN: none.

F. NEW BUSINESS

Greg Barnes discussed commissioners' participation in the annual Christmas Parade and invited them to attend the Thanksgiving parties held at the senior centers. Marisue Eastlake told commissioners about a planned veterans pinning ceremony, designed to thank RSVP volunteers who served their country once in the military and now as a volunteer. She reminded them about the upcoming Senior Summit organized by County Supervisor Linda Parks.

H. SUBCOMMITTEE REPORTS / COMMISSION BUSINESS

Chair Sweetland spoke about new Senior Nutrition Program placements distributed by the Ventura County Area Agency on Aging and provided a sample for review.

I. FUTURE AGENDA ITEMS

None

J. ADJOURNMENT

Commissioner Fischer moved and Commissioner Owens seconded adjournment. AYES: Brainard, Fischer, Lanker, Madrid, Owens, Sweetland, Yu. NOS: none. ABSENT: none. ABSTAIN: none.

Meeting was adjourned at 10:16 a.m.

January 2016

Agency Name-----

Agency Address-----

City, State, Zip code----

Dear-----,

On _____ the Oxnard City Council approved the recommendation of the Senior Services Commission to provide a Senior Services Contribution Award to your organization in the amount of \$ _____ for services to City of Oxnard senior adults.

A warrant for these contribution funds is being prepared and will be mailed to your organization after this office receives this signed letter of agreement. Please indicate your organization's acceptance of the grant funds by having an authorized representative of your organization sign this letter and return same to me. By your organization's acceptance of these funds, your organization agrees to use the funds for the purpose specified above as described in your proposal dated _____ and to make your organization's records related to the funding available to the City upon request for audit purposes. Failure to comply with the grant requirements and to be available for on-site monitoring visits may impact your organization's ability to receive future funding.

Additionally, your organization agrees to indemnify, hold harmless and defend the City, its City Council, and each member thereof, and every officer, employee representative or agent of City, from any and all liability, claims, demands, actions, damages, (whether in contract or tort including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this agreement performed by your organization or its agents, employees, subcontractors, subconsultants, and other persons acting on your organization's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which your organization or its agents, employees, subcontractors, subconsultants and other persons acting on your organization's behalf would be held strictly liable.

Attachment #2
Page 1 of 2

Please return this letter of agreement with the appropriate signature to the City of Oxnard Senior Services Office, 350 North "C" Street, Oxnard, CA 93030 no later than February 12, 2016.

If you have any questions or concern, please contact me at 385-8019.

Sincerely,

Terrel Harrison
Interim Recreation Superintendent

Acceptance Signature: _____

Agency Name:



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: I-3

DATE: January 12, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Rydberg, P.E., Public Works Director 
Public Works

SUBJECT: Agreement No. A-7848 with Hopkins Groundwater Consultants, Inc. for
Hydrogeologic Design, Technical Review, and Consulting Support Services

CONTACT: Lou Balderrama, City Engineer
lou.balderrama@ci.oxnard.ca.us, 385-7839

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Consulting Services Agreement with Hopkins Groundwater Consultants, Inc. (Agreement No. A-7848) for Hydrogeologic Design, Technical Review, and Consulting Support Services for a three year term in an annual amount of \$250,000 for a total contract amount not to exceed \$750,000.

BACKGROUND

The City's Purchasing Division and Water Resources Division Water Section prepared a competitive Request for Proposal for hydrogeologic design, technical review, and consulting support services. It was distributed to twenty-two (22) regional hydrogeologic consulting firms, advertised in the local newspaper and on the City's website. Three firms responded. Public Works-Utilities staff reviewed the proposals and determined Hopkins Groundwater to be the most qualified candidate with extensive knowledge of the rules and regulations relevant to water resources in western Ventura County, as well as relevant regulatory agencies, such as Fox Canyon Groundwater Management Agency (FCGMA), the California Department of Water Resources, the California Department of Public Health, and the California Regional Water Quality Control Board. Therefore, staff recommends that the City award Hopkins Groundwater the contract for hydrogeologic design, technical review, and consulting support services.

Agreement No. A-7848 with Hopkins Groundwater Consultants, Inc. for Hydrogeologic Design, Technical Review, and Consulting Support Services

January 12, 2016

Page 2

The City owns 13 groundwater production wells that are subject to the oversight of the FCGMA, which is charged with maintaining the health of the aquifers of the greater western Ventura County area.

The Water Division requires hydrogeological expertise on various issues that arise on an ad-hoc basis and often require rapid response. In particular, staff requires assistance in:

- Addressing FCGMA issues such as well boundaries, conservation credits and to conduct well maintenance and testing.
- Optimizing the blending of City water sources to increase consistency and efficiency.
- Aid in reviewing various City Water System Master Plans, Water Supply Assessments, Water Supply Verifications, and in commenting on groundwater related issues including potential for injection and storage of imported water.
- The design, monitoring and documentation of “As-Built” details for potable, recycled, injection, extraction, and aquifer storage and recovery well projects.

In addition, the consultant will provide extensive assistance on the pilot Aquifer Storage Recovery Well during final design and construction and will also serve as the City’s representative on the Fox Canyon Groundwater Management Agency’s Technical Advisory Group.

FINANCIAL IMPACT

The Agreement is for three years for an annual cost of \$250,000 and a total cost not to exceed \$750,000. There are sufficient funds in the Fiscal Year 2015/2016 Budget in the Water Operating Fund, Professional Services Account No. 601-6010-842-8209 (\$75,000), Capital Project 116505 (Great ASR Wells) Account No. 179-6551-821.82-09 (\$20,000), and Professional Services Account No. 601-6551-821.82-09 (\$30,000) to fund the remainder of the fiscal year. Funds for future years will be requested in that year’s budget.

ATTACHMENTS

#1 - Agreement No. A-7484

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th day of January, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and Hopkins Groundwater Consultants, Inc. ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, City desires to hire Consultant to perform certain professional consulting services specified herein such as either architectural, landscape architectural, engineering, or land surveying services; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein (the "Services").

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with City Engineer ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Curtis J. Hopkins as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on January 12, 2016, and expire on December 31, 2018.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$250,000 per year for the Services at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type or cause that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors, except where such liability was caused by the sole negligence or sole willful misconduct of the Indemnified Party. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. If the liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

b. The duty to defend set forth in paragraph 21(a) is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation that persons other than Consultant are also responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If liability was caused by the comparative negligence or willful misconduct

of the Indemnified Party, Consultant shall be entitled to reimbursement from the Indemnified Party for the costs of defense in proportion to the established comparative liability.

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "**governmental decision**" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for

employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Hopkins Groundwater Consultants, Inc., P.O. Box 3596, Ventura, CA 93006-3596, Attention: Curtis J. Hopkins.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Department – Utilities, 305 West Third Street, 3rd Floor East Wing, Oxnard, California 93030, Attention: City Engineer.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor

Curtis J. Hopkins, Principal Hydrogeologist
Hopkins Groundwater Consultants Inc.

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

Joseph Lillio, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

Stephen M. Fischer, Interim City Attorney

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E. Interim Public Works Director

EXHIBIT A

SCOPE OF SERVICES

The City of Oxnard requires hydrogeological services to assist with a specific portion of its diverse municipal water supply system. The scope of work requested and detailed in tasks 1-9 below has two major components:

- Hydrogeological study and the design of recycled water aquifer storage and recovery (ASR) facilities to optimize the utilization of local groundwater resources. The scope of services includes hydrogeologist and engineering geologist services during planning, permitting, predesign, design, bidding, construction, and start-up of the groundwater supply and recycled water aquifer storage and recovery (ASR) facilities (Project). The individual scope of services items that comprise the Project will be authorized as necessary and at the discretion of the City.
- Technical review of water supply documents and professional consulting services to support ongoing groundwater resource planning efforts, planned development projects, and City capital improvements programs. The scope of services includes providing the necessary hydrogeological design, technical review, and hydrogeological consultation support services consistent with ongoing groundwater resource planning, development projects, and capital improvement programs. Professional hydrogeological services shall include the following scope of work. The scope of services is detailed below.

Task 1 – Project Management

The Consultant shall provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided for this project. These services shall include coordination and management of all work performed by Consultant and its sub-consultants. Throughout the project, the Consultant will provide Quality Assurance / Quality Control Measures by involving Consultant's team of professionals as appropriate for the work being conducted. Consultant (and as appropriate its sub-consultants) shall attend project meetings with City staff and regulating agencies as required for project performance and as requested by City staff.

Deliverables: monthly progress reports that are submitted with Project billing.

Task 2 – Preliminary Investigations

In preparation for each phase of the project, Consultant shall review and assess existing well performance and groundwater water quality data, reports, and record documents that are relative to the project and conduct all the necessary investigations and analyses required to identify and

mitigate project issues that could impact or be impacted by construction and operation of the completed groundwater development project. These services shall include:

1. Review of regulations and applicable codes for which the project must comply
2. Provide hydrogeological analyses to satisfy local and state agency permitting requirements
3. Provide hydrogeological analyses to support City CEQA compliance efforts
4. Conduct geotechnical investigation studies in support of design structures, pavement, and pipelines for the project

Deliverables: as they are required for the specific phase of work:

- Draft and final hydrogeological reports.
- Draft and final groundwater replenishment and reuse reports to complete the Title 22 Engineering reports necessary for indirect potable reuse projects.
- Groundwater models.
- Draft and final geotechnical report.
- Presentation materials for stakeholder meetings or technical workshops

Task 3 – Operational Support

Consultant shall provide operational support services to City staff as requested. Services are anticipated to include hydro-geologic evaluations, and groundwater production studies including, but not limited to the following tasks:

1. Develop groundwater production strategies to balance supplies and avoid penalties in response to Fox Canyon Groundwater Management Agency (FCGMA) reductions in groundwater allocations and Calleguas Municipal Water District (CMWD) reductions in imported water supply.
2. Work closely with Water Operations staff to monitor groundwater pumping and water quality variations on a regular basis and provide blending alternatives for City consideration to maintain a uniform water quality within its system.
3. Review well performance and production capacities to understand the limitations that can develop at each City blending station and determine courses of action to improve the reliability of the groundwater supply.
4. Provide direct observations and support for the aquifer storage and recovery program proposed as part of the City indirect potable reuse project at the Campus Park wellfield location including groundwater monitoring, sample collection and laboratory services, data analysis and reporting as necessary for RWQCB permit compliance.

5. Coordinate with staff and City's engineering consultants and provide hydrogeological insight on issues that will affect proposed Capital Improvement Projects.
6. Conduct assessments of undocumented wells to determine the appropriate response and the course of action required for well destruction.
7. Provide consultation on FCGMA and State Water Resources Control Board issues that may affect the City groundwater supply and/or the proposed ASR well operations for the City's indirect potable reuse (IPR) project.
8. Provide support for preparation of the 2015 Urban Water Management Plan, to be prepared by a City consultant, and other planning documents that consider groundwater supplies.
9. Provide support to address FCGMA issues such as; a) groundwater basin responses to the GREAT program delivery of water for agriculture use and pump back allocation for City supply, b) transfers of groundwater allocation during land development, c) conservation credit accounting and reuse, and d) pump back of injection credits accumulated from operation of the Campus Park ASR wellfield.
10. Conduct well performance testing and observations to aid City staff in well maintenance and prepare well rehabilitation options for consideration and final specifications for contractor performance.
11. Provide hydrogeological input to facilitate the development of master planning efforts performed by City consultants including; a) City Water System Master Plans, b) Recycled Water Master Plan, c) Water Supply Assessment, d) Water Supply Verification and Projection, and e) Injection and Storage of Imported Water.
12. Conduct ASR demonstration study by injecting purified recycled water and collecting groundwater levels and water quality data at the Campus Park wellfield in compliance with RWQCB waste discharge permit requirements.
13. Develop program and conduct groundwater tracer testing to satisfy conditions in state regulations governing Groundwater Replenishment Using Recycled Water (DPH-14-003E, dated June 18, 2014).

Task 4 – Permitting

Consultant shall assist the City with its permitting obligations by identifying, coordinating, preparing, submitting, and managing (as requested), all required permits for groundwater projects that are issued by agencies including, but not limited to:

1. Ventura County Watershed Protection District
2. County of Ventura
3. California Division of Drinking Water
4. California Regional Water Quality Control Board

5. Fox Canyon Groundwater Management Agency
6. Calleguas Municipal Water District
7. United Water Conservation District

Task 5 – Preliminary Design

As City Master Plan projects require groundwater development facilities, Consultant will prepare preliminary design reports for well facilities. Consultant will assess hydrogeological conditions that may affect the implementation of a project and consider both natural and regulatory restrictions that may affect project implementation. Based on our understanding of local hydrogeology and well performance criteria, Consultant will develop conceptual designs for preliminary wellfield layouts at proposed IPR sites and preliminary designs for ASR well construction. As part of these efforts, a cost estimate and implementation schedule will be developed and included in the preliminary design report.

For this work task, Consultant shall develop preliminary ASR well designs that are suitable for the site-specific aquifer conditions and the project constraints identified by the City. Well designs will be based on: a) the findings of the hydrogeological feasibility studies, b) the result of discussions with regulatory agencies and potentially affected parties, and c) the City's selection of well locations and target aquifer zones. Consultant work will be augmented by the sub-consultant services of Mr. David Pyne, with ASR Systems, LLC. Mr. Pyne will be utilized to provide peer review of the ASR well facility designs, discussions with City staff and its consultants about conveyance piping and well pump operational constraints (including down hole control valves), and professional experience with California regulations regarding aquifer storage and recovery of recycled water.

Task 6 – Design Development

After completion of Preliminary Design Report(s) and receipt of comments by City and regulatory agencies, Consultant will develop the final design for groundwater production and ASR wells in preparation for project plans and specifications. Subsequently, Consultant will identify logistical constraints that will be considered when compiling the project plans and specifications. Consultant will work directly with City staff to determine if certain accommodations could be provided by the City for the contractor, which would result in lower project costs (i.e., construction water, and area for cuttings storage and/or disposal, etc.). Based on the findings of this effort, Consultant will prepare the special provisions section of the project bid document package that will be required to solicit bids from qualified construction contractors. The special provisions section will include thorough specifications and requirements for the: a) drilling process to be used, b) drilling fluids properties to be maintained, c) the borehole geophysical logs required, d) the type of materials and installation methods to be used, e) the well development procedures to clean the well and gain well production, and f) the final testing of the well that will provide information necessary for design of the permanent pump capacity and setting.

Well construction specifications will provide a detailed description of the specific materials, methods, and procedures required to accomplish the following project components:

1. Mobilization/Demobilization
2. Sound Control and Public Safety
3. Conductor Casing Installation
4. Pilot Borehole Drilling
5. Geophysical Logging
6. Pilot Bore Reaming
7. Caliper Survey
8. Well Casing, Screen, Gravel Tube, and Sounding Tube Assemblages
9. Gravel Pack Envelope
10. Cement Sanitary Seal
11. Well Alignment Test
12. Standby Time
13. Mechanical and Chemical Development
14. Test Pump Installation and Removal
15. Hydraulic Well Development
16. Production Testing
17. Spinner Survey
18. Well Disinfection
19. Concrete Pad or Pedestal
20. Site Clean-up
21. A unit of payment for each project component will be identified and will be based on either an hourly rate, linear footage, lump sum, or other appropriate quantity cost. All well construction conditions will be in accordance with the requirements of the State of California and the County of Ventura.
22. Consultant will prepare an engineer's opinion of probable costs for well construction activities that is based on current construction costs, anticipated hydro-geologic conditions, actual well design, and permit conditions.
23. A 90 percent draft of the technical specifications document will be provided to the City for its review and comment. The draft will include a well location map and a preliminary well design drawing to supplement the written text. Upon receipt of City review comments, Consultant will finalize the project plans and specifications and deliver one (1) bound copy and an electronic copy (pdf file) to the City for incorporation into the final specifications document. The City will combine these

technical specifications sections with the City's standard construction project requirements to produce a final and complete project specifications document. Well construction designs and specifications shall follow established City standards.

Task 7 - Procurement Assistance

Upon completion of the Technical Specifications Section, Consultant will assist the City in preparing the procurement documents in the City's format to complete the project plans and specifications in preparation for release. During the bidding period Consultant will attend a pre-bid meeting with the contractors and City personnel to review the critical aspects of the technical specifications for well construction and answer questions about site conditions or specified materials, methods and procedures. Consultant will assist the City with preparation of any technical addendum that may be required during the bidding period to provide clarification of the work specified. Subsequently, Consultant will assist the City by reviewing the formal bids and determining the lowest responsive bidder's drilling qualifications.

Task 8 - Post Design Services

Preconstruction Meeting. Upon receipt of all required contract submittals, Consultant will participate with City staff in a preconstruction meeting where construction related details will be discussed specifically for identification and clarification of project-critical issues prior to commencement of work. Specific contacts will be identified for all the parties actively involved to facilitate communication that must be executed in a timely and succinct manner in order to avoid change order claims or project delays. Consultant will assist the City in review and acceptance of construction contractor submittals and drawings for technical compliance with the project plans and specifications. During this process Hopkins will also respond to contractor requests for technical information.

Construction Inspection and Documentation. During well drilling and construction, Consultant will monitor contractor activities and document compliance with the construction specifications. Consultant will provide around-the-clock (24-hour) inspection services during the drilling and well construction aspects of the project where this work schedule is required of the contractor and of the work that is critical to the ultimate performance of the well. Consultant will coordinate with City staff and the anticipated Contractor schedule to minimize unnecessary inspection time during mobilization and demobilization, pump installation and removal, site cleanup, etc. as a measure to control contract costs. Consultant will document its observations and conversations with Contractor personnel on daily field reports, which will provide a legal basis to protect the City and minimize its liability and risks. Consultant will review and approve technical submittals required from the Contractor for well construction.

Lithological Logging and Final Well Design. During the well drilling process Consultant's services will include lithological logging of the pilot borehole cuttings, inspection and interpretation of the geophysical electric log, collection of formation samples for conducting laboratory sieve analyses, and monitoring (and if necessary verification testing) of drilling fluid

parameters. After completion of the pilot borehole, the lithological log and geophysical surveys will be correlated to provide a basis for final well design recommendations. The final well design will take into consideration both the fluid quality and quantity of groundwater production that can be inferred from geophysical log interpretation. The final design will consider material types versus project costs, provide sufficient materials strengths, result in prudent screen entrance velocities and up hole velocities, and provide casing diameter/depth considerations.

Drilling Fluid Monitoring and Materials Inspection. During pilot borehole reaming activities the drilling fluid parameters will be monitored more closely by Consultant to prevent excessive formation damage that can be caused by drilling fluid invasion. Drilling fluid parameters are important to develop a stable borehole and minimize risk of collapse during the well construction process. After completion of the drilling process, Consultant will monitor well construction to verify that the materials and construction methods used during well installation are in accordance with those specified. Well screen slot openings will be callipered and wall thicknesses measured to verify quality assurance and control is provided on the more critical aspects of well design. Representative samples of the wells select gravel pack materials may be submitted to a laboratory for a grain-size analysis to assure conformance with the specified gradation that will promote low sand production and high well efficiency.

Well Development and Testing Observations. Upon completion of well construction activities, Consultant will observe active well development procedures to document development progress and effectiveness. Well development is anticipated to incorporate chemical, mechanical and hydraulic methods in combination to provide quick and reliable development of well screen intervals. During well development pumping and subsequent production testing, Consultant will instrument the pumping well with a pressure transducer and data logger (HERMIT) to obtain accurate water level readings. Water level data will be collected during the variable rate discharge (step) test, constant rate discharge test, and well recovery test periods. Prior to removal of the test pump equipment, the well screen interval will be logged with a spinner tool (if desired by the City). The spinner survey will provide an indication of the zone specific contribution to well production at the time of well construction. This information will be valuable in assessing well plugging that has occurred over time prior to performing future well rehabilitation procedures.

Final Inspections. Upon removal of the test pumping equipment and after bailing fill from the bottom of the well, Consultant will inspect the post completion well video, the plumbness and alignment survey, and well chlorination procedures.

Construction Change Order Processing. Consultant will assist the City with the review of drilling Contractor change orders that may be submitted over the course of the project. All change order requests will be reviewed and analyzed with regard to the provisions detailed in the technical plans and specifications. Review findings will be submitted to the City in the form of a recommendation for final approval or rejection.

Contractor Invoice Review and Approval. Consultant will review progress payment invoices from the drilling Contractor as they are received to ensure that they are accurate and that the amounts being invoiced are consistent with observations documented in Consultant's daily field reports. Upon completion of our review, the Contractor requests for payment will be forwarded to the City. If there are invoice discrepancies, the items will be identified for City review to facilitate subsequent correction of the invoice amounts.

Task 9 – Project Closeout

Upon the completion of well construction and testing activities, Consultant will assist City staff with closeout of all project activities with the Contractor and deliver all project files to the City. Subsequently, Consultant will assemble a summary of operations report that will be complete with documentation of construction procedures, copies of well logs, and a drawing of "As-Built" well construction details. The well production testing data will be analyzed to estimate aquifer parameters and determine well performance characteristics for use in well interference analyses and to provide recommendations for a permanent pump design and depth setting. Three (3) bound copies and an electronic copy (pdf file) of the final report will be provided to the City for its use and future reference.

Project Fee Schedule

Labor Category

Expert Witness	\$ 480
Principal Professional	\$ 240
Associate Professional	\$ 205
Senior Professional	\$ 185
Project Professional	\$ 165
Staff Professional	\$ 135
Technician	\$ 115
(Prevailing Wage Projects Requiring Technician Labor 1.5 times normal rate)	

Draftsman/Illustrator	\$ 100
Word Processor	\$ 85

Other Expenses

Travel Expenses	Cost plus 15 percent
Reproduction Expenses	Cost plus 15 percent
Outside services and materials	Cost plus 15 percent
Vehicle Mileage	IRS Rate

Equipment Rental

	<u>Daily Rate</u>	<u>Weekly Rate</u>	<u>Monthly Rate</u>
MiniTROLL (data logger < 100 FT)	\$100	\$310	\$ 925
HERMIT 3000 (data logger)	\$125	\$400	\$1,200
Pressure Transducer (< 400 FT)	\$ 65	\$190	\$ 575
Pressure Transducer (< 1,000 FT)	\$ 95	\$300	\$ 900
Water Level Sounder	\$ 40	\$140	\$ 420
Stream Flow Meter	\$ 40	\$140	\$ 420
Grundfos RediFLO 2 Sample Pump	\$150	\$450	\$1,350
Trash Pump (3-inch dia. discharge)	\$ 65	\$260	\$ 780
HyDAC/Hanna (Ec, pH, temp. meter)	\$ 45	\$140	\$ 420
Horiba U-10 Water Quality Probe	\$ 75	\$260	\$ 780
YSI 556MPS Water Quality Probe	\$ 65	\$220	\$ 660
Rossum Sand Tester	\$ 30	\$ 75	\$ 225
Mud Parameter Test Kit	\$ 35	\$140	\$ 420
Drilling Fluid/Mud Press	\$ 45	\$180	\$ 540
MFI/SDI Test Kit	\$ 25	\$ 75	\$ 225
Truck Rental (3/4 ton)	\$100	\$600	\$2,400
Field Computer	\$ 50	-----	-----
Digital Camera	\$ 15	-----	-----
GA-52Cx Magnetometer	\$ 50	\$140	-----
Field Handheld GPS Unit	\$ 25	-----	-----
Water Quality Bailer (2")	\$ 45	-----	-----
Tedlar Gas Sample Bags	\$ 40	-----	-----
Nitrate or Chloride Field Test Kits	\$ 40	-----	-----
Electric Generator (220/110 W) (8 hr/day)	\$ 85	\$200	\$ 600
Electric Power Inverter (8 hr/day)	\$ 25	\$ 75	\$ 180
Downhole Video Camera (hand operated)	\$400	-----	-----

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

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

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

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

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

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). 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. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

12/15

ATTACHMENT NO. 1
PAGE 20 OF 30

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

CERTIFICATE HOLDER

City of Oxnard

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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

ATTACHMENT NO. 1
PAGE 24 OF 30



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/19/2015

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

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

PRODUCER
Tolman & Wiker Insurance Services LLC #0E52073
196 S. Fir Street
PO Box 1388
Ventura CA 93002-1388

INSURED
Hopkins Groundwater Consultants, Inc.
P.O. Box 3596
Ventura CA 93006-3596

CONTACT NAME: Nikki Raunsbak, CISR, AINS	
PHONE (A/C No. Ext): (805) 585-6172	FAX (A/C No.): (805) 585-6272
E-MAIL ADDRESS: nraunsbak@tolmanandwiker.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Admiral Ins Co	NAIC #: 24856 A
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 15/16 GL/PROF/POLL

REVISION NUMBER:

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

INSR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 5,000,000
	CLAIMS-MADE ☒ OCCUR		FEIECC17300-02	8/30/2015	8/30/2016	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	\$2,500 deductible					MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 5,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC					GENERAL AGGREGATE \$ 5,000,000
						PRODUCTS - COM/POP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY					
	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	HIRED AUTOS					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS					
	UMBRELLA LIAB					
	EXCESS LIAB					EACH OCCURRENCE \$
						AGGREGATE \$
	DED					
	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					WC STATUTORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below					OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
A	Professional Liability		FEIECC17300-02	8/30/2015	8/30/2016	\$5,000,000 Limit, \$5,000 deduct
A	Pollution Liability		FEIECC17300-02	8/30/2015	8/30/2016	\$5,000,000 Limit, \$2,500 deduct

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Gen Liab: Cert. Holder, its City Council, officers, employees, agents, and volunteers are Add'l. Insured as respects to operations of the Named Insured per attached #ECC-319-0712. This insurance is primary & non-contributory to any other insurance held by Additional Insured per attached #ECC-548-0712. Attached endorsements apply only when required by written during the policy term.

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard
Risk Manager - Reference #A-7848
300 West Third St Suite 302
Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE

N Raunsbak, CISR, AIN

ACORD 25 (2010/05)

© 1988-2010 ACORD CORPORATION. All rights reserved.

NS025 (201005).01

The ACORD name and logo are registered marks of ACORD



Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 8/30/2015 attaches to and forms a part of Policy Number FEIECC17300-02. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.



**Automatic Primary and Non-Contributory
Insurance Endorsement
Designated Work Or Project(s)**

This endorsement, effective 8/30/2015 attaches to and forms a part of Policy Number
FEIECC17300-02 This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

CERTIFICATE OF INSURANCE

This certifies that

- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
☒ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
☐ STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
☐ STATE FARM LLOYDS, Dallas, Texas

VAICK
JSL A

insures the following policyholder for the coverages indicated below:

Policyholder HOPKINS GROUNDWATER CONSULTANTS, INC.

Address of policyholder 2300 ALESSANDRO DR STE 210

Location of operations VENTURA CA 93001

Description of operations _____

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
90-S3-1845-1	Comprehensive Business Liability	12/01/14	12/01/15	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:	☐ Products - Completed Operations			
	☐ Contractual Liability			
	☐ Underground Hazard Coverage			Each Occurrence \$ 1,000,000
	☐ Personal Injury			General Aggregate \$ 2,000,000
	☐ Advertising Injury			
	☐ Explosion Hazard Coverage			Products - Completed \$
	☐ Collapse Hazard Coverage			Operations Aggregate
	☒ UNOC CVG \$1,000,000			
	☐			
90-XG-9717-2	EXCESS LIABILITY ☒ Umbrella ☐ Other	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
		Effective Date	Expiration Date	
		10/4/15	10/4/16	Each Occurrence \$ 2,000,000 Aggregate \$
90-BD-E566-5	Workers' Compensation and Employers Liability	01/01/15	01/01/16	Part 1 STATUTORY
				Part 2 BODILY INJURY
				Each Accident \$ 1000000
				Disease - Each Employee \$ 1000000 Disease - Policy Limit \$ 1000000

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
99 3083-A19-55	AUTO-11 NISSAN	07/19/15	01/19/16	500/500/500 (2,500,000 w/umbrella)
99 3082-A19-55	AUTO-11 NISSAN	07/19/15	01/19/16	500/500/500 (2,500,000 w/umbrella)
99 3081-A19-55	AUTO-01 FORD PU	07/19/15	01/19/16	500/500/500 (2,500,000 w/umbrella)

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY IMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

ADDITIONAL INSURED:

City of Oxnard, its City Council, Officers, Employees and
Volunteers
Agreement No. A-7848
100 West Third St, Ste 302
Oxnard, CA 93030

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30

days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.



Signature of Authorized Representative

AGENT 11/18/15

Title Date

Agent's Code Stamp

AFO Code F428

CERTIFICATE OF INSURANCE

This certifies that

- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- ☒ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- ☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- ☐ STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder HOPKINS GROUNDWATER CONSULTANTS, INC.

Address of policyholder 2300 ALESSANDRO DR STE 210

Location of operations VENTURA CA 93001

Description of operations _____

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
90-S3-1845-1	Comprehensive Business Liability	12/01/15	12/01/16	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:		☐ Products - Completed Operations ☐ Contractual Liability ☐ Underground Hazard Coverage ☐ Personal Injury ☐ Advertising Injury ☐ Explosion Hazard Coverage ☐ Collapse Hazard Coverage ☒ UNOC CVG \$1,000,000 ☐		Each Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000 Products - Completed Operations Aggregate \$
0-XG-9717-2	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	☒ Umbrella	Effective Date	Expiration Date	Each Occurrence \$ 2,000,000
	☐ Other	10/4/15	10/4/16	Aggregate \$
0-BD-E566-5	Workers' Compensation and Employers Liability	01/01/15	01/01/16	Part 1 STATUTORY Part 2 BODILY INJURY Each Accident \$ 1000000 Disease - Each Employee \$ 1000000 Disease - Policy Limit \$ 1000000

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
99 3083-A19-55	AUTO-11 NISSAN	07/19/15	01/19/16	500/500/500 (2,500,000 w/umbrella)
99 3082-A19-55	AUTO-11 NISSAN	07/19/15	01/19/16	500/500/500 (2,500,000 w/umbrella)
99 3081-A19-55	AUTO-01 FORD PU	07/19/15	01/19/16	500/500/500 (2,500,000 w/umbrella)

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY MENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

ADDITIONAL INSURED:

City of Oxnard, its City Council, Officers, Employees and volunteers

Agreement No. A-7848

100 West Third St, Ste 302

Oxnard, CA 93030

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Katherine

Signature of Authorized Representative

AGENT 11/18/15

Title Date

Agent's Code Stamp

AFO Code E428

State Farm STATE FARM®



900 Old River Road
Bakersfield CA 93311-9501

DATE OF NOTICE: DEC 22 2014

CODE:

AT1 12 34A A

000383 0093
CITY OF OXNARD
IT'S CITY COUNCIL, OFFICERS,
EMPLOYEES AND VOLUNTEERS
ATTN: RISK MANAGER
300 W 3RD ST STE 302
OXNARD CA 93030-5729

NOTE: PLEASE NOTIFY STATE FARM AT THE
ADDRESS LISTED AT THE TOP, LEFT CORNER
OF THIS PAGE REGARDING ANY CHANGE OF
ADDRESS INFORMATION.



ADDITIONAL INSURED'S NOTICE OF COVERAGE

State Farm Mutual Automobile Insurance Company

1263-FBD9A

NAMED INSURED:
HOPKINS GROUNDWATER
CONSULTANTS INC
172 EL CERRITO CIR
VENTURA CA 93004-1755

POLICY NO: 099 3082-A19-55H
YR/MAKE/MODEL: 2011 NISSAN PICKUP
VIN/CAMPER: 1N6AD0ER6BC400496
AGENT NAME: JOHN DERR
AGENT PHONE: (805)988-8895
ENDORSEMENT NO: 6028BU

COVERAGE:
BI AND PD LIABILITY
\$500,000/\$500,000/\$500,000
\$500 DED. COMP.
\$500 DED. COLL.

POLICY EFFECTIVE
DEC 10 2014 UNTIL TERMINATED

POLICY MESSAGES: This policy shown above supersedes policy# 0993082-55G.

The policy includes a loss payable clause protecting the additional insured's interest in the described car to the extent of the insurance provided and subject to all policy provisions. The additional insured will be given 20 days notice if the policy is terminated. Until such notice is provided, it shall be presumed that the required renewal premiums have been paid. The additional insured must notify us within 10 days of any change of interest or ownership coming to their attention. Failure to do so will render this policy null and void.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: J-1

DATE: January 12, 2016

TO: City Council

FROM: Stephen M. Fischer, Interim City Attorney
City Attorney

SUBJECT: Ordinance Prohibiting Marijuana Activities

CONTACT: Stephen M. Fischer, Interim City Attorney
stephen.fischer@ci.oxnard.ca.us, 385-7483

RECOMMENDATION

That City Council approve the first reading by title only and subsequent adoption of an ordinance imposing an express prohibition on marijuana cultivation, deliveries and dispensaries within the City.

BACKGROUND

In 1996 California voters approved Proposition 215, entitled the Compassionate Use Act (CUA), for which the intent was to ensure that seriously ill individuals have the right to obtain and use marijuana for medical purposes when recommended by a physician. The CUA also exempted patients and their primary caregivers from criminal prosecution or sanctions. The Legislature passed Senate Bill 420 in 2003 to create the Medical Marijuana Program (MMPA), which established a voluntary program for the issuance of medical marijuana identification cards for qualified patients; set limits on the amount of marijuana any individual could possess; and provided an exemption from State criminal liability for persons "who associate within the State of California in order collectively or cooperatively to cultivate marijuana for medical purposes". Neither the CUA nor the MMP require or impose an affirmative duty or mandate upon a local government to allow, authorize, or sanction the establishment of facilities that cultivate or process medical marijuana within its jurisdiction. Under the Federal Controlled Substances Act, the use, possession, and cultivation of marijuana are unlawful and subject to federal prosecution without regard to a claimed medical need.

On October 9, 2015, Governor Jerry Brown signed the Medical Marijuana Regulation and Safety Act (MMRSA) with an effective date of January 1, 2016. The MMRSA contains provisions that govern the cultivating, processing, transporting, testing, and distributing of medical marijuana to qualified patients throughout the state and establishes a comprehensive State licensing and regulatory framework. The Act contains statutory provisions that allow local governments to enact ordinances prohibiting marijuana cultivation, delivery, and dispensaries. Under the MMRSA, unless local agencies have an ordinance in place by March 1, 2016 that expressly regulates or prohibits the cultivation of marijuana within their jurisdictions, such activities will be permitted and regulated by the State.

The City previously took action on the issue of marijuana in 2007, when the City Council adopted Ordinance 2756 that provides that the sale, supply or provision of marijuana is not authorized within the City. While Ordinance 2756 contains general prohibitions on the sale and supply of marijuana and those activities expressly banned by the proposed ordinance are not currently permitted under the City's permissive zoning ordinances, the MMRSA requires explicit prohibition language addressing marijuana cultivation and delivery in order for the City to retain local regulatory authority. To avoid having such federally prohibited activities permitted under the authority of the MMRSA, the attached ordinance expressly prohibits the establishment and operations related to marijuana cultivation, processing, delivery, and dispensary activities.

On January 4, 2016 a bill was introduced to remove the March 1st deadline. However, as the League of California Cities points out, the bill's outcome is not certain and it is prudent for local governments to protect themselves from state pre-emption. (See Attachment #2). The proposed ordinance does not foreclose the City enacting a regulatory program in the future if the City Council should choose to do so.

FINANCIAL IMPACT

There is no fiscal impact at this time.

ATTACHMENTS

Attachment #1 - Marijuana Ordinance

Attachment #2 - League of California Cities Update 1/5/16

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING
ARTICLE XVI TO CHAPTER 7 OF THE OXNARD CITY CODE RELATING TO
PROHIBITED MARIJUANA ACTIVITIES

.....

WHEREAS, Congress passed the Federal Controlled Substances Act (CSA) in 1970, which prohibits the manufacture, cultivation, distribution and possession of marijuana and classifies it as a Schedule 1 drug meaning it has no accepted medical value in treatment; and

WHEREAS, California law generally makes it a crime to possess and cultivate marijuana under Health and Safety (H&S) Code Sections 11357 and 11358; and

WHEREAS, California voters approved Proposition 215 (Health and Safety Code Sections 11362.5 et seq.), entitled the Compassionate Use Act (CUA), in 1996, for which the intent was to ensure that seriously ill individuals have the right to obtain and use marijuana for medical purposes when recommended by a physician. The CUA also exempted patients and their primary caregivers from criminal prosecution or sanctions under H&S Code Sections 11357 and 11358; and

WHEREAS, the California Legislature passed Senate Bill 420 (H&S Code Sections 11362.7 et seq.) in 2003 to create the Medical Marijuana Program (MMPA), which established a voluntary program for the issuance of medical marijuana identification cards for qualified patients; set limits on the amount of marijuana any individual could possess; and provided an exemption from State criminal liability for persons "who associate within the State of California in order collectively or cooperatively to cultivate marijuana for medical purposes"; and

WHEREAS, on October 9, 2015, Governor Brown approved the Medical Marijuana Regulation and Safety Act (MMRSA), which took effect January 1, 2016, and establishes a comprehensive State licensing and regulatory framework for the cultivation, manufacture, transportation, storage, distribution, and sale of medical marijuana through Assembly Bills 243 and 266 and Senate Bill 643; and

WHEREAS, according to the provisions of the MMRSA, unless local agencies have an ordinance in place by March 1, 2016 that expressly regulates or prohibits the cultivation of marijuana within their jurisdictions, those activities will be permitted and regulated by the State under the MMRSA; and

WHEREAS, the City Council adopted Ordinance 2756 in 2007 providing that the sale, supply or provision of marijuana is not authorized within the City of Oxnard; and

WHEREAS, while Ordinance 2756 prohibits the sale and supply of marijuana, the MMRSA requires explicit prohibition language addressing cultivation and delivery in order for the City to retain local regulatory authority; and

WHEREAS, the City Council finds that commercial medical marijuana activities, as well as cultivation for personal medical use as allowed by the CUA and MMP can adversely affect the health, safety, and well-being of City residents. Citywide prohibition is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, malodorous smells and indoor electrical fire hazards that may result from such activities. Further, as recognized by the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, marijuana cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that surrounding homes or businesses may be negatively impacted by nuisance activity such as loitering or crime; and

WHEREAS, Article XI, Section 7 of the California Constitution provides that the City may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, in Kirby v County of Fresno (2015) the California Supreme Court affirmed the ability of local governments to prohibit the cultivation of marijuana; and

WHEREAS, Health and Safety Code section 11362.777(b)(3) provides that the Department of Food and Agriculture may not issue a State license to cultivate medical marijuana within a city that prohibits cultivation; and

WHEREAS, Business and Professions Code section 19340 provides that marijuana delivery may not occur within a city that explicitly prohibits it; and

WHEREAS, the City wishes to add Article XVI (Prohibited Marijuana Activities) to Chapter 7 ("Nuisances") of the Oxnard City Code to prohibit marijuana dispensaries, cultivation and delivery and any and all associated services, operational activities and businesses within the City of Oxnard.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. Article XVI of Chapter 7 of the Oxnard City Code is hereby added to read as follows:

"ARTICLE XVI. PROHIBITED MARIJUANA ACTIVITIES

SEC. 7.280. DEFINITIONS.

(A) MEDICAL MARIJUANA DISPENSARY or DISPENSARY - Any facility or location, whether fixed or mobile, where medical marijuana is made available to or distributed by or distributed to one (1) or more of the following: a primary caregiver, a qualified patient, or a patient with an identification card. All three of these terms are identified in strict accordance with California Health and Safety Code Section 11362.5 et. seq. A "medical marijuana

dispensary” shall not include the following uses, as long as the location of such uses is otherwise regulated by this code or applicable law, a clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code, a healthcare facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code, a facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code, a residential care facility for persons with chronic life- threatening illnesses licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code, a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code, a residential hospice, or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code, as long as such use complies strictly with applicable law, including but not limited to, Health and Safety Code Section 11362.5 et seq., and the city code.

(B) MARIJUANA CULTIVATION - The planting, growing, harvesting, drying or processing of marijuana plants or any part thereof, and any and all associated business and/or operational activities.

(C) MARIJUANA DELIVERY - The commercial delivery, transfer or transport, or arranging for the delivery, transfer or transport, or the use of any technology platform to arrange for or facilitate the commercial delivery, transfer or transport of marijuana, marijuana edibles, and/or any marijuana products to or from any location within the jurisdictional limits of the city, and any and all associated business and/or operational activities.

7.281. MEDICAL MARIJUANA DISPENSARIES PROHIBITED.

A medical marijuana dispensary as defined in section 7.280(A) is prohibited within the city.

7.282. CULTIVATION OF MARIJUANA PROHIBITED.

Marijuana cultivation by any person or entity, including clinics, collectives, cooperatives and dispensaries, is prohibited within the city.

7.283. DELIVERY OF MARIJUANA PROHIBITED.

Marijuana delivery by any person or entity, including clinics, collectives, cooperatives and dispensaries, is prohibited within the city.

7.284. REMEDIES

(A) A violation of any section of this article and any use or condition caused, or permitted to exist, in violation of any provision of this article shall be, and hereby is declared to be, a public nuisance and may be abated by the city.

(B) A violation of any section of this article may be also be enforced under sections 1.10(B)(2) and (3) of the city code. Sections 1.10(A) and (B)(1) of the city code shall not apply to violations of this article.”

Part 2. The foregoing recitals are true and correct.

Part 3. If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court or agency of competent jurisdiction, then such decision or order will not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted the Ordinance, and each section, sentence, clause or phrase thereof, regardless of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

Part 4. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 5. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on _____, 2016, and finally adopted on _____, 2016, to become effective ninety days thereafter.

AYES:

NOES:

ABSENT:

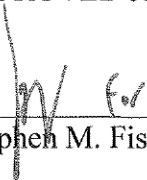
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

ATTACHMENT NO. 1
PAGE 4 OF 4

*Strengthening California Cities
through Advocacy & Education*



[Home](#) > [News](#) > [News Articles](#) > [2016](#) > [January](#) > Medical Marijuana Clean-up Legislation Moves Forward



Medical Marijuana Clean-up Legislation Moves Forward

January 5, 2016

Assembly Member Jim Wood (D- Healdsburg) on Monday, Jan. 4, amended AB 21 to address a provision in his AB 243, one of the three bills Gov. Jerry Brown signed in 2015, that comprise the Medical Marijuana Regulation and Safety Act.

The provision in question, if allowed to remain unchanged, will prevent local governments from enacting ordinances or other regulations regarding medical marijuana cultivation. Without this critical clean-up bill, the provision will pre-empt local governments from enacting any kind of local cultivation regulation if they do not have one in effect as of March 1, 2016.

This effort reflects a commitment that Assembly Member Wood, one of the Assembly's leaders on the issue, made in a Sept. 11, 2015 letter to delete this provision from law. He issued the letter after being alerted to the harm that the pre-emption provision would cause local governments, many of whom may be working to craft regulatory ordinances but need more time than that allotted by the March 1 deadline. Other cities are in the process of researching the issue to determine whether there is sufficient support locally for either some form of local regulation of medical marijuana, or an outright ban on cultivation and sales. Yet another group of cities have expedited the enactment of bans in recent weeks.

The League of California Cities® strongly supports AB 21 and the bill will be on the League's 2016 Hot Bill list. The local pre-emption provision must be eliminated from statute, as it directly contradicts local control. It also conflicts with a critical component of AB 266 (the key measure among the trio of last year's bills enacting medical marijuana regulation), that of dual licensing. Dual licensing requires both state and local governments to authorize medical marijuana business operations in any specific jurisdiction, and is modeled after the regulatory structure in Colorado.

ATTACHMENT NO. 2
PAGE 1 OF 2

The League intends to spare no effort to get AB 21 to the Governor's desk; however, the bill's outcome is not certain. It would be prudent for local governments that have not already done so to take steps to protect themselves from state pre-emption in the area of medical marijuana cultivation.

In a series of webinars and local informational briefings for city and local law enforcement officials, the League has advised its members that the best way of preserving their local regulatory authority in the area of medical marijuana cultivation is to enact a cultivation ban that is in effect as of March 1, even if only as a placeholder ordinance, and even if it must be done on an urgency basis. This will ensure that after March 1, locals will be free to revisit the issue at their leisure, and craft a different type of regulation if there is local will to do so.

Bans are advised for two additional reasons:

1. A local moratorium may not be sufficient to be considered a bona fide local regulation for purposes of avoiding state pre-emption; and
2. Developing local regulations that have been vetted both by city attorneys and local residents, with an opportunity for input from both groups, may be a time-consuming process that goes well past the March 1 deadline.

Additional information about the Medical Marijuana Regulation and Safety Act is available on the League's website at www.cacities.org/medicalmarijuana.



ATTACHMENT NO. 2
PAGE 2 OF 2



**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Public
Hearing**

AGENDA ITEM NO.: J-2

DATE: January 12, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager



FROM: Ashley Golden, Development Services Director 

SUBJECT: Planning and Zoning Permit (PZ) Nos. 15-300-07 (Final Subdivision Map for Tract No. 5672-1); and 15-670-01 (First Amendment to Development Agreement) for Property Located on the Northwest Corner of Ventura Road and Vineyard Avenue. Filed by Ravello Holdings, 211 Village Commons, Suite 11 Camarillo, CA 93012 (For Development Agreement) and City of Oxnard (Tentative Subdivision Map for Tract No. 5672)

CONTACT: Kathleen Mallory, Development Services
Kathleen.Mallory@ci.oxnard.ca.us, 385-8370

RECOMMENDATION

That City Council:

1. Adopt a resolution approving Planning and Zoning Permit No. 15-300-07 (Final Subdivision Map for Tract 5672-1) for the property located on the northwest corner of Ventura Road and Vineyard Avenue, subject to certain findings and conditions; and
2. Approve the first reading by title only and subsequent adoption of an ordinance approving Planning and Zoning Permit No. 15-670-01 (First Amendment to Development Agreement No. A-7121) for the project known as Devco, filed by Ravello Holdings, LLC.

BACKGROUND

On January 13, 2009, with a 5:0 vote the City Council overturned the Planning Commission actions and approved Planning and Zoning Permit Nos. 06-540-01 (Special Use Permit); 06-620-01 (General Plan Amendment); 06-630-01 (Specific Plan Amendment); 06-570-02 (Zone Change); 07-670-01 (Development Agreement A-7121); and 06-300-01 (Tentative Subdivision Map for Tract No. 5672) for the "Vineyard-Ventura Homes" project which included 201 single family and cluster homes on 25.4 acres. At the same time the City Council overturned the Planning Commissions actions and approved various entitlements to approve the "Ventura Townhomes Project", located just north of the Vineyard-Ventura Homes site. That project consists of 143 two- and three-story townhomes on 9.6 acres. The Development Agreement No A-7121 vested both projects for 30 years (until January 27, 2039). These approvals are referenced as the "Existing Approvals" in the 2009 Development Agreement. On or about June 2009, the City became the owner of the Ventura Townhomes Project (north of the subject site and entitled for 143 units) and a parcel commonly referred to as the "Football Field", which was part of the Vineyard-Ventura Homes project site.

Minor Modification No. 14-140-08 removed the 4.4 acre Football Field parcel (APN 179-0-040-625) and a 0.29 acre portion of land (formerly identified for stormwater detention) (APN 179-0-040-585) from the originally approved residential project (Vineyard-Ventura Homes), reconfigured specific lots, and revised the locations of storm water detention on the site. The removal of the two lots from the Applicant's project resulted in a reduction of units from 201 to 152 "for-sale" residential units, including 93 two-story condominium cluster homes and 59 two-story, single family detached homes. These units, and the development of all three parcels, are entitled per the 2009 Project.

In December 2015, the Development Services Department issued a Verification of Status form (Attachment No. 2), which indicates that the Final Subdivision Map complies with the State Subdivision Map Act, Oxnard City Code requirements, and the previously approved Tentative Subdivision Map. Since all conditions on the tentative map have been satisfied by the Developer, approval of the Final Map is a ministerial action.

The requested Final Subdivision Map proposes a Phased Final Map (5672-1 and 5672-2). Phase 1 (5672-1) involves the creation of 84 lots on 19.24 net acres of vacant land owned by Devco, located on the northwest corner of Ventura Road and Vineyard Avenue. Phase 2 (5672-2) involves the creation of 41 lots on 4.69 acres which are owned by the City, and utilized for football training activities and as a detention basin. The Phase 2 portions of the map establish future development opportunities, and ensure coordinated development, access and infrastructure. All required off-site improvement agreements will be executed prior to issuance of a grading permit.

Development Agreement Amendment:

The Applicant requested modifications to the Development Agreement (DA), mainly to address the removal of the City owned Football Field and the Ventura Townhome Project sites, which modifications are collectively referred to as the First Amendment to the DA. In negotiating the

First Amendment, the City has also requested modifications as noted below. The Applicant requests a revised payment schedule for its fair share contribution to the City's cost of constructing certain off-site improvements, which would partially offset the Applicant's voluntary contribution towards Santa Clara Levee improvements (SCR-3), which were not envisioned or required in the original Project entitlements. The flood protection improvements will not only benefit this Project, but also the South Bank Neighborhood and the golf course.

This First Amendment to the Development Agreement does not change the use or intensity of land uses on the site, and is consistent with the Project that was evaluated by the EIR. Accordingly, none of the conditions for requiring subsequent or additional environmental review under the California Environmental Quality Act (Specifically State CEQA Guidelines 15162-15163) are present in this case. The fee adjustments, date extensions and waiver of requirements do not create any additional environmental impacts not previously analyzed in the EIR.

The following is a brief discussion of the requested First Amendment to the DA:

1. Off-Site Improvements, First Amendment to DA, Section 5.8:

Background:

- a. Pursuant to Section 5.8 of the 2009 Development Agreement, the City built two (2) potable water lines, three (3) gravity sewer lines, a sewer force main, and a recycled water line, which are further described in Exhibit "H" to the 2009 Development Agreement (the "Off-Site Improvements").
- b. Pursuant to Section 10.2 of the 2009 Development Agreement, changes minor in nature can be approved administratively, and as such on May 14, 2015 staff revised Exhibit H pursuant to Section 5.8(f) of the 2009 Development Agreement that:
 - (1) reflects the actual costs of constructing those Off-Site Improvements; and
 - (2) reduces Devco's fair share of those costs to account for the transfer of the Ventura Townhomes Project and Football Field sites to the City. (A copy of that revised form of Exhibit H is attached hereto as Exhibit "B" to the Attachment 5.)

Per the 2009 DA the Developer is to reimburse the City for Developer's fair share costs of Off-Site Improvement's constructed by City per revised Exhibit H by December 31, 2012 (\$1,807,855). The 2009 DA did not provide for an interest payment for the Off-Site Improvement costs. With the addition of an interest payment, from December 31, 2011 through the effective date of the DA Amendment for these costs, the First Amendment to the DA would increase that amount to \$2,129,926. Therefore the First Amendment results in an additional payment of \$322,071 to the City for the Off-Site Improvement costs.

Per 5.8 (c) and (d) of the DA, the Developer is electing to construct a Sewer Lift Station. Accordingly, under 5.8(d)(i) of the DA the City is to reimburse the Developer within 90 days of invoice from the Developer. The First Amendment to the DA increases the timeframe for reimbursement for the Sewer Lift Station to 365 days. Extending the City's payback window

by 275 days will allow the City additional time to fund the project. It is anticipated that the Developer carrying the interest on the City's portion of the cost of this improvement for additional 275 days will cost them \$41,933.

2. Santa Clara Levee (SCR-3) Contribution, Amendment to DA, not in 2009 DA:

The Devco site is not currently located in a designated area of special flood hazard as defined by the City's Floodplain Ordinance, although the Federal Emergency Management Agency may be reviewing the Flood Insurance Rate Maps applicable to the Devco/Ravello site. Because the site is not in a special flood hazard area the 2009 DA did not require contribution towards flood control improvements.

The City and County of Ventura are negotiating a Cooperative Project Delivery and Funding Agreement for the Santa Clara River Levee (SCR-3) Improvement Project (Victoria Ave to the Union Pacific Railroad Crossing). The First Amendment to the DA requires the Developer to make a fair share payment of \$1,376,000 toward the anticipated levee improvement costs. The City will this money to pay a portion of the City's financial contribution for the SCR-3 Levee Improvement project.

Based on 152 residential units in the Project, Developer shall pay \$9,052.63 to the City toward Developer's Fair Share of Levee Improvement Costs at issuance of each building permit for each unit in the Project. The entire outstanding balance of the Developer's Fair Share of Levee Improvement Costs shall be paid by Developer to the City within sixty (60) calendar days after the City provides written certification to Developer that Ventura County Watershed Protection District has awarded a final, binding contract for the construction of the SCR-3 Levee Improvements to a third party. (The County anticipates awarding the SCR-3 construction contract in the Summer of 2016 and completing the construction in the Spring of 2018). If Developer defaults on its obligation to make the aforementioned payment, the City may refuse to issue any further building permits for the Project until the payment is made in full. So long as the Developer is in compliance with this DA, the City will continue to issue building permits and final inspections for the Project even if any portion of the Project Site covered by Tentative Map No. 5672-1 is hereafter designated as being in an area of "special flood hazard," a "Floodplain" or "Flood-Prone Area" as those terms are defined in Chapter 18 of the Oxnard City Code.

3. Access Easement, Amendment to DA:

The original development project included three sites (Devco Site, Football Field, Townhome Site), therefore an access easement through the subject site to access the City owned Football Field parcel was not envisioned or required in the DA. The First Amendment to the DA provides for an access easement through the subject site to the Football Field site for the benefit of a new residential development on the Football Field site. This provision allows the City, and any future owners, to maintain direct access from Vineyard Avenue and Ventura Road to the Football Field parcel. The Developer is providing this access easement at no cost to the City.

FINANCIAL IMPACT

In exchange for the Applicant receiving a revised payment schedule with a capped interest payment (totaling \$2,129,926 including interest) for its fair share contribution to the City's cost of constructing certain off-site improvements, the City in turn benefits as follows:

- The Applicant voluntarily contributes \$1,376,000 toward the levee improvement costs, which was not envisioned or required in the Project entitlements.
- The Applicant agrees to construct the Sewer Lift Station referenced in Exhibit H. The City shall have three hundred and sixty five (365) days to reimburse Developer instead of ninety (90) days.
- The Applicant agrees to provide the City, and any future owners, direct access to the Football Field at no cost to the City.

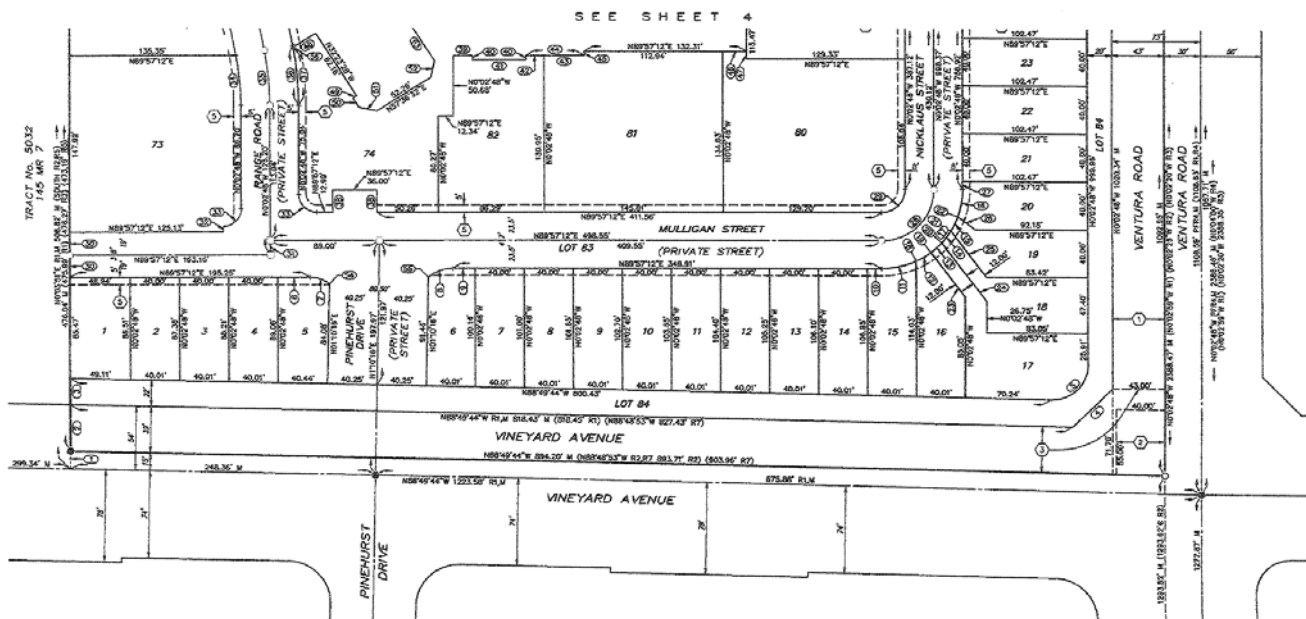
In addition to building permit, plan check, outside agency, and other less significant developer impact fees, the Project will be subject to the following estimated and approximate fees based on current fee rates for 152 units:

Traffic Impact (\$1.2 million), Golf Course Development (\$2.2 million), Affordable Housing Fees (\$884,000), Capital Growth Fee (\$472,000), and Art in Public Places (\$81,000).

ATTACHMENTS

- 1 - Reduction of Final Map
- 2 - Verification of Status Form
- 3 - City Council FSM Resolution
- 4 - Development Agreement A-7122, January 27, 2009
- 5 - First Amendment to Development Agreement No. A-7121
- 6 - Ordinance, DA Amendment





LEGEND:

104	ALUMINUM CAP MONUMENT
105	DRILLING CAP MONUMENT
106	CALCULATED FROM
107	CONCRETE RAIL
108	DOWN
109	ESTABLISHED
110	FOUND
111	IRON PIPE
112	LEAD AND TACK
113	MEASURED
114	NOTHING SET
115	NOTHING SET
116	NOTHING SET
117	RADIAL
118	SOUTHEASTERLY
119	SOUTHWESTERLY
120	FOUND MONUMENT AS NOTED
121	SET 1-1/2" ON PIPE TAGGED
122	FLUSH, UNLESS
123	OTHERWISE NOTED
124	SET CITY OF DUMFRIES STANDARDS
125	3/4" IRON PIPE OR L2342" PER
126	TACK TAGGED "ROE OR 2342" PER
127	TRACT NR. 56232 (140 NR. 7)
128	NR. 6480, NOTHING SET
129	145 NR. 7 (TRACT NR. 56332)
130	145 NR. 7 (TRACT NR. 56332)
131	114 MR. 20 (TRACT NR. 4405-1)
132	119 MR. 79 (TRACT NR. 4405-1)
133	119 MR. 79 (TRACT NR. 4405-1)
134	119 MR. 79 (TRACT NR. 4405-1)
135	3 OR 29
136	90-122693, OR
137	90-122693, OR
138	90-122693, OR

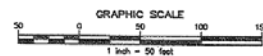
☐ LINE/CURVE TABLE:

[illegible]

LOT MONUMENTS:

SET 3/4" IRON PIPE TAGGED "LS 7998" AT ALL REAR LOT CORNERS.
SET LEAD AND TACK TAGGED "LS 7998" IN TOP OF CONCRETE CURB, 1.00' DISTANT FROM STRAIGHT CORNER, ALONG LOT LINE OR RADIAL PRODUCE AT ALL FRONT LOT CORNERS.

NOTE:
SEE SHEET 2 FOR BOUNDARY JUSTIFICATION
EASEMENT LEGEND, AND MONUMENT NOTES.
SEE SHEETS 4 AND 5 FOR ADDITIONAL
BOUNDARY AND LOT INFORMATION.

**TRACT No. 5672-1**

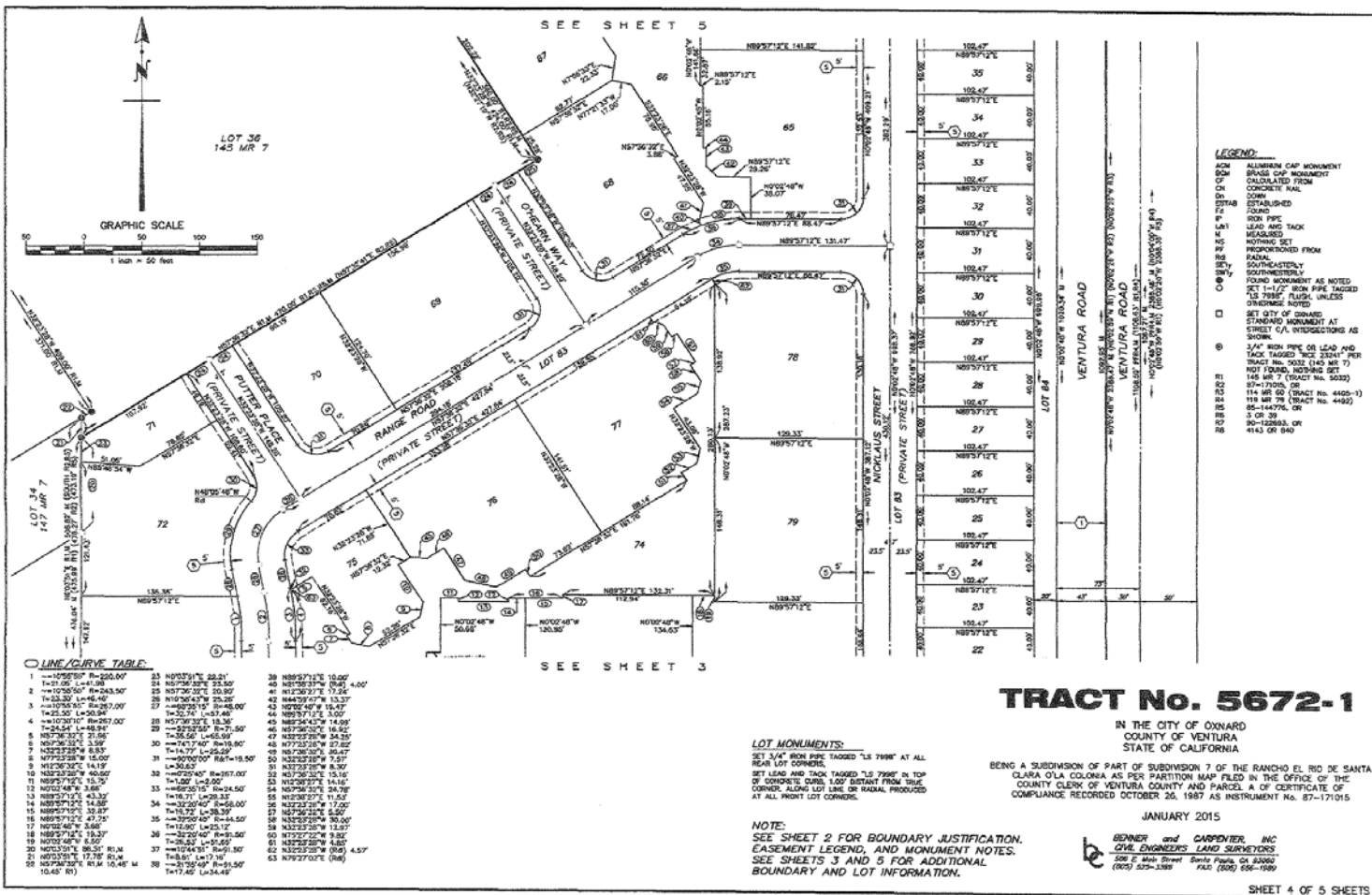
IN THE CITY OF OXNARD
COUNTY OF VENTURA
STATE OF CALIFORNIA

BEING A SUBDIVISION OF PART OF SUBDIVISION 7 OF THE RANCHO EL RIO DE SANTA CLARA O'LA COLONIA AS PER PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF VENTURA COUNTY AND PARCEL A OF CERTIFICATE OF COMPLIANCE RECORDED OCTOBER 26, 1987 AS INSTRUMENT No. 87-171015

JANUARY 2015

BEHNER and CARPENTER, INC.
CIVIL ENGINEERS LAND SURVEYORS
505 E. Main Street Santa Paula, CA 93060
(805) 525-3386 FAX: (805) 896-1986

SHEET 3 OF 5 SHEETS



LOT MONUMENTS:
SET 3/4" IRON PIPE TAGGED "LS 7998" AT ALL
REAR LOT CORNERS.
SET LEAD AND TACK TAGGED "LS 7998" IN TOP
OF CONCRETE CURB, 1.00' DISTANT FROM TRUE
CORNER, ALONG LOT LINE OR RADIAL PRODUCED
AT ALL FRONT LOT CORNERS.

LOT 45
145 MR 7

LOT 36
147 MR 7

SEE SHEET .

DETAIL

LINE/CURVE TABLE:

- 1 M0707.0000 (mag)
- 2 M0707.0000 (mag)
- 3 M0707.0000 (mag)
- 4 M0707.0000 (mag)
- 5 M0707.0000 (mag)
- 6 M0707.0000 (mag)
- 7 M0707.0000 (mag)
- 8 M0707.0000 (mag)
- 9 M0707.0000 (mag)
- 10 M0707.0000 (mag)
- 11 M0707.0000 (mag)
- 12 M0707.0000 (mag)
- 13 M0707.0000 (mag)
- 14 M0707.0000 (mag)
- 15 M0707.0000 (mag)
- 16 M0707.0000 (mag)
- 17 M0707.0000 (mag)
- 18 M0707.0000 (mag)
- 19 M0707.0000 (mag)
- 20 M0707.0000 (mag)
- 21 M0707.0000 (mag)
- 22 M0707.0000 (mag)
- 23 M0707.0000 (mag)
- 24 M0707.0000 (mag)
- 25 M0707.0000 (mag)
- 26 M0707.0000 (mag)
- 27 M0707.0000 (mag)
- 28 M0707.0000 (mag)
- 29 M0707.0000 (mag)
- 30 M0707.0000 (mag)
- 31 M0707.0000 (mag)
- 32 M0707.0000 (mag)
- 33 M0707.0000 (mag)
- 34 M0707.0000 (mag)
- 35 M0707.0000 (mag)
- 36 M0707.0000 (mag)
- 37 M0707.0000 (mag)
- 38 M0707.0000 (mag)
- 39 M0707.0000 (mag)
- 40 M0707.0000 (mag)
- 41 M0707.0000 (mag)
- 42 M0707.0000 (mag)
- 43 M0707.0000 (mag)
- 44 M0707.0000 (mag)
- 45 M0707.0000 (mag)
- 46 M0707.0000 (mag)
- 47 M0707.0000 (mag)
- 48 M0707.0000 (mag)
- 49 M0707.0000 (mag)
- 50 M0707.0000 (mag)
- 51 M0707.0000 (mag)
- 52 M0707.0000 (mag)
- 53 M0707.0000 (mag)
- 54 M0707.0000 (mag)
- 55 M0707.0000 (mag)
- 56 M0707.0000 (mag)
- 57 M0707.0000 (mag)
- 58 M0707.0000 (mag)
- 59 M0707.0000 (mag)
- 60 M0707.0000 (mag)
- 61 M0707.0000 (mag)
- 62 M0707.0000 (mag)
- 63 M0707.0000 (mag)
- 64 M0707.0000 (mag)
- 65 M0707.0000 (mag)
- 66 M0707.0000 (mag)
- 67 M0707.0000 (mag)
- 68 M0707.0000 (mag)
- 69 M0707.0000 (mag)
- 70 M0707.0000 (mag)
- 71 M0707.0000 (mag)
- 72 M0707.0000 (mag)
- 73 M0707.0000 (mag)
- 74 M0707.0000 (mag)
- 75 M0707.0000 (mag)
- 76 M0707.0000 (mag)
- 77 M0707.0000 (mag)
- 78 M0707.0000 (mag)
- 79 M0707.0000 (mag)
- 80 M0707.0000 (mag)
- 81 M0707.0000 (mag)
- 82 M0707.0000 (mag)
- 83 M0707.0000 (mag)
- 84 M0707.0000 (mag)
- 85 M0707.0000 (mag)
- 86 M0707.0000 (mag)
- 87 M0707.0000 (mag)
- 88 M0707.0000 (mag)
- 89 M0707.0000 (mag)
- 90 M0707.0000 (mag)
- 91 M0707.0000 (mag)
- 92 M0707.0000 (mag)
- 93 M0707.0000 (mag)
- 94 M0707.0000 (mag)
- 95 M0707.0000 (mag)
- 96 M0707.0000 (mag)
- 97 M0707.0000 (mag)
- 98 M0707.0000 (mag)
- 99 M0707.0000 (mag)
- 100 M0707.0000 (mag)

LEGEND:

- LCM
 BLISS/CM GP MOVEMENT
 ON CALCULATED FROM
 OF CONCRETE WALL
 DOWN
 ESTAB
 FOUND
 R/P
 LEAD AND TACK
 MEASURED
 MS
 NOTHING SET
 PROPORTIONED FROM
 RAD
 SOUTH-EAST
 SET
 SOUTHWESTERLY
 FOUND MONUMENT AS NOTED
 IRON PIPE TAPPED
 15' 7/8", FLUSH, UNLESS
 OTHERWISE NOTED
 SET CITY OF CHAND STATIONED
 MONUMENT AT STREET C/A
 MEASUREMENTS AS SHOWN
 3/4" IRON PIPE OR LEAD
 TACK TAPPED "R2 2241" PER
 CITY OF 5032 (145 MR)
 NOT FOUND, NOTHING SET
 145 MR 7 (TRACT NO. 5032)
 R2 145 MR 8 (TRACT NO. 5032)
 R3 114 MR 80 (TRACT NO. 4405-1)
 R4 114 MR 80 (TRACT NO. 4492)
 20-144776, OR
 3 CH 39
 R5 100-120653, OR
 R6 41-43 OR 840

IN THE CITY OF OXNARD
COUNTY OF VENTURA
STATE OF CALIFORNIA

STATE OF CALIFORNIA
BEING A SUBDIVISION OF PART OF SUBDIVISION 7 OF THE RANCHO EL RIO DE SANTA
CLARA O'LA COLONIA AS PER PARTITION MAP FILED IN THE OFFICE OF THE
COUNTY CLERK OF VENTURA COUNTY AND PARCEL A OF CERTIFICATE OF
COMPLIANCE RECORDED OCTOBER 26, 1987 AS INSTRUMENT No. 87-171015

JANUARY 2015

BENNER and CARPENTER, INC.
CIVIL ENGINEERS LAND SURVEYORS
506 E. Main Street Santa Paula, CA 93060
(805) 529-3356 FAX: (805) 656-1989

SHEET 5 OF 5 SHEETS

Verification of Status

For Maps and Improvement Plans

Development Services - Engineering



Tract Number 5672-01

Project Location:

Northwest corner of Ventura Road and Vineyard Ave

- ☒ Map requires subdivision improvement agreement.
- ☐ The Development Services Program does not require improvement plans for this development.
- ☒ This Program has reviewed the improvement plans and found them acceptable. Based on our review, we believe these plans comply with the resolution of the Planning Commission and the City Council approving the tentative map for this development.
- ☒ This Program has reviewed the Final Map and Title Sheet and found them acceptable. Based on our review, we believe the map complies with the resolution of the Planning Commission and the City Council approving the tentative map for this development and also with the Subdivision Map Act of the State of California.
- ☒ The Final Map has been signed.

DATE: 12.17.15


Paul J. Wendt, Supervising Civil Engineer
Building and Engineering Division

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 15-300-07 (FINAL SUBDIVISION MAP FOR TRACT NO. 5672-1) FOR THE PROPERTY LOCATED ON THE NORTHWEST CORNER OF VENTURA ROAD AND VINEYARD AVENUE (APN: 179-0-040-170, 179-0-040-180, 179-0-040-625, AND 179-0-040-585), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DERK BAAK, RAVELLO HOLDINGS, 211 VILLAGE COMMONS, SUITE 11, CAMARILLO, CALIFORNIA 93012 AND CITY OF OXNARD, 214 SOUTH C STREET, OXNARD, CALIFORNIA, 93030

WHEREAS, on September 18, 2008, the Planning Commission of the City of Oxnard ("Planning Commission") recommended denial of an application for Planning and Zoning Permit Nos. 06-300-01 (Tentative Subdivision Map for Tract No. 5672); PZ 06-620-01 (General Plan Amendment); PZ 06-630-01 (Specific Plan Amendment); PZ 06-570-02 (Zone Change); and PZ 07-670-01 (Development Agreement); and

WHEREAS, on September 22, 2008, the Applicant filed a timely appeal of the Planning Commission's action; and

WHEREAS, on January 13, 2009, the City Council approved the Tentative Subdivision Map for Tract No. 5672 by Resolution Nos. 13,589 (Tentative Map) and 13,578 (Special Use Permit), subject to certain findings and conditions; and

WHEREAS, the Final Subdivision Map for Tract No. 5672-1 has been submitted, together with the Subdivision Improvement Agreement proposed to be entered into in connection with the subdivision.

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

SECTION 1. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that approval of Planning and Zoning Permit No. 15-300-07 (Final Subdivision Map for Tract No. 5672-1) is a ministerial act pursuant to City Council Resolution No. 10,851 and is therefore exempt from the requirements of CEQA.

SECTION 2. Based on review of the City Council Staff Report, all exhibits attached thereto and all written and oral testimony, the City Council hereby finds that: (i) the Final Subdivision Map for Tract No. 5672-1 conforms to the requirements of the Subdivision Map Act, Oxnard 2030 General Plan as adopted, Chapter 15 of the Oxnard City Code, and every

condition of approval previously imposed upon the Tentative Subdivision Map for Tract No. 5672-1; and (ii) the Final Subdivision Map for Tract No. 5672-1 is in substantial compliance with the previously approved Tentative Subdivision Map for Tract No. 5672-1. Based on the foregoing, the City Council hereby approves Planning and Zoning Permit No. 15-300-07 (Final Subdivision Map for Tract No. 5672-1) and authorizes its recordation.

SECTION 3. Planning and Zoning Permit No. 15-300-07 (Final Subdivision Map for Tract No. 5672-1) is hereby subject to those findings and conditions set forth in City Council Resolution No. 13,589, which are incorporated herein by this reference.

SECTION 4. The City Council hereby approves the Subdivision Improvement Agreement attached hereto as Exhibit A and authorizes the Mayor to execute such Agreement.

SECTION 5. The City Council hereby authorizes the City Clerk to execute a certificate on the Final Subdivision Map for Tract No. 5672-1 stating that the City Council approved the Final Subdivision Map and that all offers of dedication shown on the Final Subdivision Map are accepted subject to improvement.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this 12th day of January, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn
Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

EXHIBIT A

Agreement No. A-7798

CITY OF OXNARD

SUBDIVISION IMPROVEMENT AGREEMENT

Date of Agreement: December 15, 2015
Tract No.: 5672-1
Name of Subdivider: Devco Oxnard Vineyard Avenue, LLC
Address: 12424 Wilshire Boulevard, Suite 670, Los Angeles, CA 90025

This Subdivision Improvement Agreement ("Agreement") is entered into in the County of Ventura, State of California, between the City of Oxnard ("City") and the above-named Subdivider ("Subdivider") pursuant to Government Code section 66462 et seq., of the Subdivision Map Act and the City's subdivision ordinance. In connection with the "Project" described in the First Amendment to Development Agreement dated December 15, 2015 ("First DA Amendment") between Subdivider and City, City and Subdivider agree as follows:

1. Agreement to Perform. Subdivider agrees to satisfactorily perform all acts required by City in connection with this Agreement.

2. Construction of Improvements.

A. At Subdivider's sole expense, Subdivider agrees to construct and complete in accordance with City standards all street, drainage, water, sewer, lighting, and other public improvements required for approval of the subdivision of the above tract. Such public improvements are set forth in Section 1 of Exhibit 1, attached hereto and incorporated herein by this reference. The estimated cost of such public improvements is listed in Section 2 of Exhibit 1.

B. Subdivider agrees to construct and complete City's portion, if any, of the site improvements as set forth in Section 1 of Exhibit 1 ("Improvements"). Subdivider shall be reimbursed by City for the cost of such construction and completion in accordance with Resolution No. 10,272.

C. If the Improvements are deemed to be a public work, as defined in Chapter 1 of Part 7 of Division 2 of the Labor Code, to which Labor Code section 1771 applies, then Subdivider shall comply with all requirements of law applicable to such construction.

D. Prior to the issuance of a building permit for construction of the Improvements, the Subdivider shall enter into an agreement with the City that allows the City or its assignee to construct and operate connections from the private sewer system to be built by the Subdivider for the Project to a residential development that may be built on the "Grantee Property" described in the Residential Access Easement Agreement attached as Exhibit D to the First DA Amendment.

3. Repairs or Reconstruction. Prior to the City's final acceptance of the Improvements, Subdivider shall promptly repair or reconstruct any portion of the Improvements that the Development Services Director ("Director") determines, in his or her sole discretion, to be unsatisfactory. If Subdivider does not act promptly after reasonable notice from Director, and if City promptly repairs or reconstructs the Improvements in order to protect such Improvements or the public safety, Subdivider shall pay to City the actual cost of repairs or reconstruction plus 15 percent thereof.

4. Fees and Charges. Subdivider agrees to pay all fees and charges imposed on the development pursuant to federal and State law and regulations and City ordinances, resolutions

and policies unless Subdivider is not required to pay said fee or charge pursuant to the 2009 Development Agreement.

5. Faithful Performance/Labor and Materials Security. Prior to execution of this Agreement by City, Subdivider shall furnish the City with security in a form approved by the City Attorney. Security shall be as follows:

A. One hundred percent (100%) of the estimated costs of the Improvements as listed in Section 2 of Exhibit 1 to secure satisfactory construction and completion of the Improvements.

B. Fifty percent (50%) of the estimated costs of the Improvements as listed in Section 2 of Exhibit 1 to secure prompt payment to any contractor, subcontractor, and/or to persons furnishing labor, materials, or equipment for the construction and completion of the Improvements.

C. No changes or alterations may be made in the construction of the Improvements without the prior approval of Director. Unless otherwise approved, in writing, by Director, Subdivider shall obtain security for 100% of the estimated cost of the public improvements as changed or altered.

6. Release of Security. City agrees that the security furnished by Subdivider shall be released in the following manner:

A. Security provided for satisfactory construction and completion of the Improvements shall be released upon final completion and acceptance of such construction by Director, subject to the security retained to guarantee that the Improvements are not defective and to pay the costs of enforcement. On written application of Subdivider after partial completion of the construction and acceptance thereof, Director may release a portion of the

security. Any partial release shall not be less than 25% or more than 75% of the total security until final completion and acceptance of the Improvements by Director.

B. Security for payment to any contractor, subcontractor, and/or person furnishing labor, materials, or equipment shall be released 65 days after the recording of a Notice of Completion, or if a Notice of Completion is not recorded, 95 days after the completion of the Improvements. The amount of security released shall be the total security less the amount of all claims of lien that have been recorded and notice given in writing to City. If no such claims of lien have been recorded and no notice given in writing to City, City shall release the security in full.

7. Guarantee of No Defects. Subdivider guarantees that the Improvements shall not be defective in any manner for a period of one year following completion and acceptance thereof by City, and Subdivider agrees to pay City's costs of enforcing such guarantee. Subdivider's guarantee shall be secured by a security in a form approved by the City Attorney equal to 25% of the estimated costs of the Improvements as listed in Section 2 of Exhibit 1.

8. Time for Completion.

A. Subdivider shall commence construction of the Improvements within four (4) years of the date of this Agreement and complete construction of the Improvements within twelve (12) months after commencement of said construction.

B. If Subdivider is delayed at any time in the progress of the construction by any changes ordered by Director in the scope of Subdivider's construction or by labor disputes, fire, unavoidable casualties, inclement weather or other circumstances beyond Subdivider's control, Director, on written application of Subdivider, may extend the time for completion for a

reasonable period. Any extension granted by Director shall be in writing and shall specify the new time for performance.

C. For other good cause shown by Subdivider, Director may extend the time for completion. Any extension granted by Director shall be in writing and shall specify the new time for performance.

D. If the estimated costs of construction of the Improvements have increased after twenty-four (24) months after the date of this Agreement, Director may, as a condition of the City issuing building permits for the Project, require Subdivider to increase the amount of security.

9. Breach of Agreement. Director may declare Subdivider in breach of this Agreement for any of the following reasons:

A. Subdivider does not diligently pursue completion of the Improvements, or any part thereof, or fails to complete the construction of the Improvements within the specified time;

B. Subdivider is adjudged bankrupt, or Subdivider makes a general assignment for the benefit of Subdivider's creditors, or a receiver is appointed because Subdivider has become insolvent;

C. Subdivider or any of Subdivider's contractors, subcontractors, agents or employees violate any of the provisions of this Agreement.

10. Use of Security Upon Breach. After notifying Subdivider of Subdivider's breach of this Agreement, Director shall have the following rights with regard to Subdivider's security:

A. To demand that the surety immediately take over and complete the Improvements. The surety shall be obligated to comply with such demand within five days of receipt thereof.

B. To take over and complete the Improvements and use the security to provide for the entire costs thereof.

C. To take other appropriate action to cause the Improvements to be constructed at the expense of Subdivider or Subdivider's surety.

11. Indemnity. Subdivider agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Subdivider or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Subdivider's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Subdivider or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Subdivider's behalf would be held strictly liable.

12. Insurance

A. Prior to execution of this Agreement by City, Subdivider shall obtain and maintain during the performance of this Agreement the insurance coverages as specified in Exhibit INS-Q, attached hereto and incorporated herein by this reference, issued by a company

satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Subdivider obtain and maintain such insurance coverages.

B. Prior to commencement of any construction under this Agreement, Subdivider shall file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-Q. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-Q.

C. Maintenance of proper insurance coverages by Subdivider is a material element of this Agreement. Subdivider's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

13. Severability. City and Subdivider agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

14. Waiver of Any Challenge. Subdivider's execution of this Agreement represents full acceptance of the benefits and the burdens associated with the subject matter thereof and Subdivider hereby fully and completely waives all claims, protests, or challenges concerning the terms and subject matter of this Agreement.

15. Costs of Enforcement. Subdivider and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Department) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

16. Arbitration. Subdivider and City agree that in the event of any dispute with regard to the provisions of this Agreement or the construction of the public improvements, the dispute may be submitted to arbitration upon the mutual agreement of Subdivider and City

under such procedures as Subdivider and City may agree upon, or, if Subdivider and City cannot agree, then under the Rules of the American Arbitration Association.

17. Waiver of Statute of Limitations. For a period of ten years from the date of this Agreement, Subdivider agrees not to plead the statute of limitations as a defense to the obligations imposed by this Agreement.

18. Notices. All notices provided for herein shall be in writing and shall be effective when delivered in person or sent by registered or certified mail to Subdivider at the address given above or to City, c/o Development Services Director, 214 South "C" Street, Oxnard, California 93030.

19. Amendments. City and Subdivider agree that the terms and conditions of the Agreement may be reviewed and modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Director and Subdivider.

20. Binding on Successors. Subdivider and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Subdivider and City.

21. Entire Agreement. City and Subdivider agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

22. Construction of Agreement. Each of the Parties has cooperated in the drafting and preparation of this Amendment and, therefore, any construction of the intent of the Parties or language hereof to be made by a court or arbitrator shall not be construed against any of the Parties. Nothing contained in this Agreement shall be construed as a modification or amendment of the Development Agreement dated as of January 27, 2009 between Subdivider,

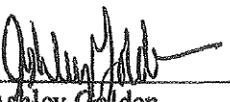
Casden Oxnard LLC and the City, as amended by the First DA Amendment ("Development Agreement"), and the Development Agreement shall control over this Agreement if there is determined to be any conflict between those two Agreements.

23. Notice to Future Owners of Lots Nos. 41, 42, 43, 46, 47 and 48. Upon final completion and acceptance of construction of the Improvements by the Director, the Subdivider shall cause (a) the Notice provided in Exhibit 2 to this Agreement to be included in the contracts with the original purchasers of the houses to be constructed on Lots Nos. 41, 42, 43, 46, 47 and 48 in the Project described in the Development Agreement and as reflected on Exhibit 3 hereto and (b) recordation of a memorandum of said Notice after execution of the contracts with the original purchasers.

24. Assignment. This Agreement, including all of the Subdivider's obligations, may be assigned by the Subdivider on the same terms and conditions as provided for the assignment of the Development Agreement in Section 11 of the 2009 Development Agreement.

CITY OF OXNARD

CITY OF OXNARD



Ashley Golden
Development Services Manager

Tim Flynn, Mayor

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer
Interim City Attorney



Risk Management

SUBDIVIDER
DEVCO OXNARD VINEYARD AVENUE LLC

By:
Its:

ATTEST:

Daniel Martinez, City Clerk

EXHIBIT 1

EXHIBIT 1
TO
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 5672

SECTION 1. IMPROVEMENT AND RESOLUTIONS.

Detailed Improvement Plan No. 2014-02A
Planning Commission Resolution No. Denied
City Council Resolution No. 13,588 and 13,589
and any resolution approving the final map.

SECTION 2. ESTIMATED COSTS OF IMPROVEMENTS.

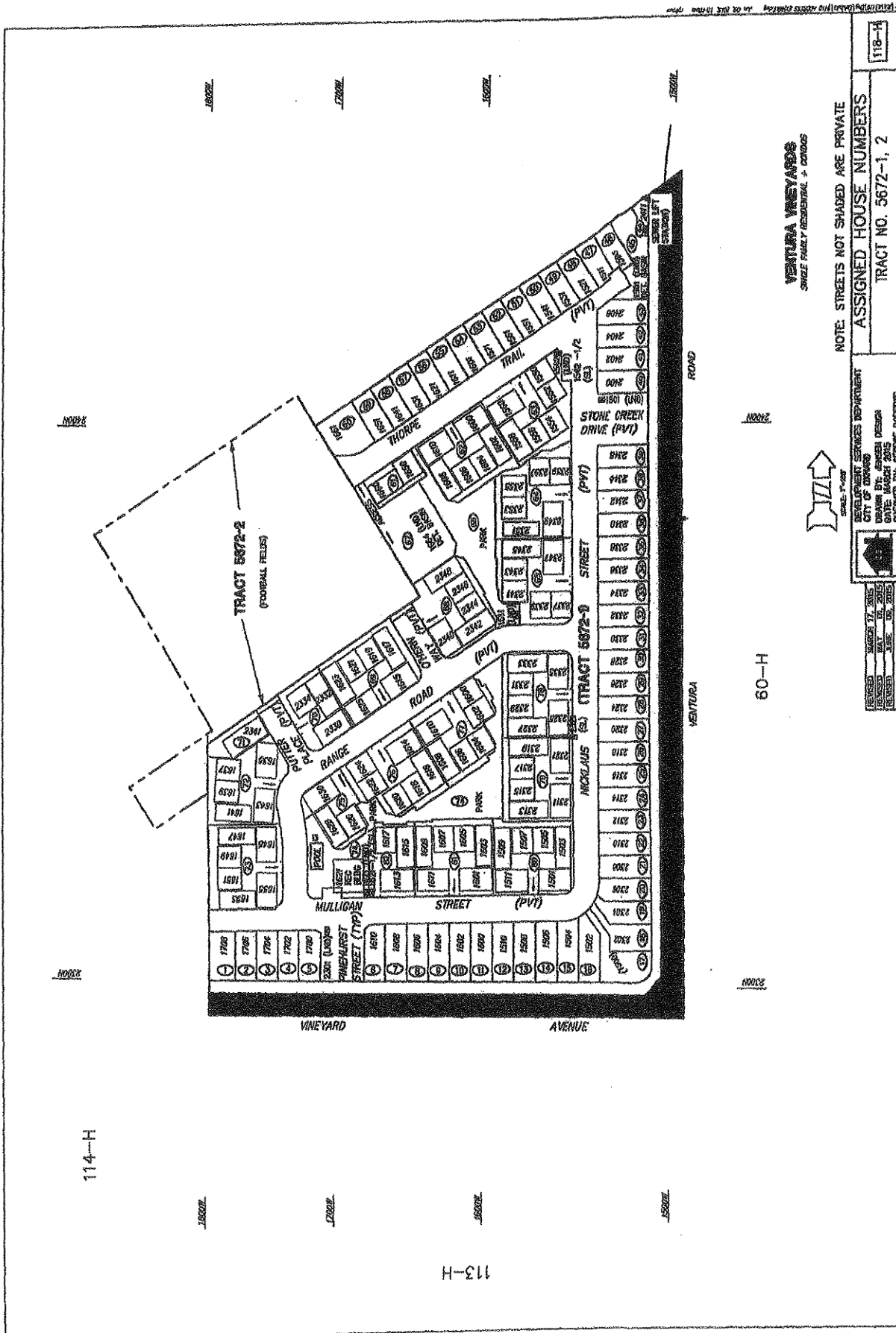
Streets	\$2,650,000.00
Removals	\$325,000.00
Wastewater facilities	\$2,700,000.00
Water facilities	\$700,000.00
Storm Drain facilities	\$675,000.00
Monuments and related facilities	\$75,000.00
Grading	\$275,000.00
Underground existing utilities	-0-
Other – Recycled Water	\$50,000.00

TOTAL	\$7,450,000.00
--------------	-----------------------

EXHIBIT 2

A new municipal grade sewer lift station has been constructed for the pumping of raw sewage. The approximate location of the lift station is shown on Exhibit A to this Disclosure Statement. This lift station, which was constructed below the ground surface, will accommodate the sewage flows from the master community as well as existing flows from other parts of the City. The lift station is solely owned and operated by the City of Oxnard. Potential impacts of the lift station may include a periodic increase in noise and odor levels in the area of the lift station as well as near the property you are purchasing. The master developer and builder of the master community has no control over the use, operation, or maintenance the lift station. No written or verbal representations or warranties are being made to you by any person, entity or government body as to whether these facilities will have any adverse impact on you or the property you are purchasing and its value. If you want to obtain additional information regarding the lift station, please contact the City of Oxnard, Planning Department.

EXHIBIT 3



INSURANCE REQUIREMENTS FOR SUBDIVISION AGREEMENTS

1. Developer shall obtain and maintain during the performance of any activities under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the development of the subdivision by developer, its agents, representatives, or employees.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

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

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

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

City of Oxnard
Risk Manager
Reference No. A-7798
300 West Third Street, Suite 302
Oxnard, California 93030

3. Developer 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. Developer 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 developer; products and completed operations of developer; premises owned, occupied or used by developer; or automobiles owned, leased, hired or borrowed by developer. 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-Q 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 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 developer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6/15

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-Q.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE 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				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER**

City of Oxnard

Attn: Risk Manager

Reference No. A-7798

300 W. Third Street, Suite 302

Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 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 _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

NAMED INSURED _____

☐ 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
-
- ☐
- COMPREHENSIVE GENERAL LIABILITY
-
- ☐
- OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date _____

☐ Occurrence**OTHER PROVISIONS****COVERAGES****LIABILITY LIMITS IN THOUSANDS \$**

EACH OCCURRENCE

AGGREGATE

- ☐
- GENERAL
-
- ☐
- PRODUCTS/COMPLETED OPERATIONS
-
- ☐
- PERSONAL & ADVERTISING INJURY
-
- ☐
- FIRE 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, 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 CG 0001; or

b. If excess, affords coverage which is at least as broad as the primary insurance form CG 0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER**CITY OF OXNARD**

Attn: Risk Manager

Reference No. A-7798

300 W. Third Street, Suite 302

Oxnard, CA 93030

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

POLICY INFORMATION:

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

Telephone: _____

NAMED INSURED

☐ 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: Risk Manager

Reference No. A-7798

300 W. Third Street, Suite 302

Oxnard, CA 93030

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 _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2015

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

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

PRODUCER License # 0757776 Los Angeles, CA - Center Drive - HUB International Insurance Services Inc. 6701 Center Drive #1500 Los Angeles, CA 90045	CONTACT NAME: Jennifer Green PHONE (A/C No. Ext): (310) 568-5900 FAX (A/C No.): (310) 568-9098 E-MAIL: ADDRESS:
INSURED Ravello West Construction, Inc. 211 Village Commons, #11 Camarillo, CA 93012	INSURER(S) AFFORDING COVERAGE INSURER A: Colony Insurance Company NAIC # 39993 INSURER B: Liberty Mutual Insurance Company 23043 INSURER C: State Compensation Insurance Fund of California 35076 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BIPD Ded: 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	☒	103GL001087000	08/05/2015	08/05/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	☒	BAS56446103	07/09/2015	07/09/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N/A	910914715	08/09/2015	08/09/2016	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Agreement #A-7798

The City of Oxnard, its City Council, officers, employees and volunteers, and Devco Oxnard Vineyard Avenue, LLC are named as additional insured on the General Liability and Auto Liability with Primary & Non-Contributory wording as per attached forms 001 and 002. Waiver of Subrogation applies to the Workers Compensation as per attached form 10217.

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard - Attn: Risk Manager
300 West Third Street, Suite 302
Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO. 001
ISSUE DATE (MM/DD/YY) 12/16/15

PRODUCER

Hub International Insurance Services Inc.
6701 Center Drive #1600
Los Angeles, CA 90045
License #0757776

Telephone: (310) 568-5300

NAMED INSURED

Ravello West Construction, Inc.
211 Village Commons, #11
Camarillo, CA 93012

POLICY INFORMATION:

Insurance Company: Colony Insurance Company
Policy No.: 1036100106700
Policy Period: (from) 8/08/2015 (to) 8/08/2016
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of \$ 50,000
with an Aggregate of \$ 50,000 applies to each occurrence
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
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retrospective Date _____
☒ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$
EACH OCCURRENCE AGGREGATE

- ☒ GENERAL
☒ PRODUCTS/COMPLETED OPERATIONS
☒ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE
☐

\$1,000,000 \$2,000,000
\$2,000,000
\$1,000,000
\$100,000

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

Name: Hub International Insurance Services, Inc.

Address: 6701 Center Drive #1600

Los Angeles, CA 90045

Telephone: (310) 568-7532

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 CG 0001; or
 - If excess, affords coverage which is at least as broad as the primary insurance form CG 0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☒ Broker/Agent ☐ Underwriter ☐

I Keith W. Newell, Senior Vice President (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: (310) 568 - 7517

Date Signed 12/16/15

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the ACity)		SUBMIT IN DUPLICATE	
PRODUCER Hub International Insurance Services Inc. 6701 Center Drive #1600 Los Angeles, CA 90045 License #0767776 Telephone: (310) 588-5900		ENDORSEMENT NO. 001	ISSUE DATE (MM/DD/YY) 12/18/15
NAMED INSURED Ravello West Construction, Inc. 211 Village Commons, #11 Camarillo, CA 93012		POLICY INFORMATION: Insurance Company: Liberty Mutual Insurance Company Policy No.: BA866448103 Policy Period: (from) 07/09/15 (to) 07/09/16 LOSS ADJUSTMENT EXPENSE Included in Limits In Addition to Limits ☒ Deductible ☐ Self-Injured Retention (check which) of \$ <u>Comp/Collision: \$500</u> with an Aggregate of \$ _____ apply 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 \$ <u>1,000,000</u> per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: <u>Hub International Insurance Services, Inc.</u> Address: <u>6701 Center Drive #1600</u> <u>Los Angeles, CA 90045</u> Telephone: <u>(310) 588-7632</u>	
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 cancelled, 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: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard, CA 93030		AUTHORIZED REPRESENTATIVE ☒ Broker/Agent ☐ Underwriter ☐ _____ I <u>Keith W. Newell, Senior Vice President</u> (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 <u>[Signature]</u> (original signature required) Telephone: <u>(310) 588-7817</u> Date Signed <u>12/18/15</u>	

WAIVER OF SUBROGATION

STATE
FUND

9109147-15
RENEWAL
SP

PAGE 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE SEPTEMBER 29, 2015 AT 12.01 A.M.
AND EXPIRING AUGUST 9, 2016 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

RAVELLO WEST CONSTRUCTION

211 VILLAGE COMMONS BLVD UNIT 11
CAMARILLO, CA 93012

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

CITY OF OXNARD

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS
POLICY IN CONNECTION WITH WORK PERFORMED BY,

RAVELLO WEST CONSTRUCTION

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

OCTOBER 1, 2015

2570



AUTHORIZED REPRESENTATIVE



PRESIDENT AND CEO



RAVEWES-01

JJAMES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2015

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

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

PRODUCER License # 0757776
Los Angeles, CA - Center Drive - HUB International Insurance Services Inc.
6701 Center Drive
#1500
Los Angeles, CA 90045

CONTACT NAME: Jennifer Green
PHONE (A/C, No. Ext): (310) 568-5900
FAX (A/C, No.): (310) 568-9098
E-MAIL ADDRESS:

INSURED

Ravello West Construction, Inc.
211 Village Commons, #11
Camarillo, CA 93012

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Colony Insurance Company	39993
INSURER B: Liberty Mutual Insurance Company	23043
INSURER C: State Compensation Insurance Fund of California	35076
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BIPD Ded: 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	103GL001067000	08/05/2015	08/05/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	X	BAS56446103	07/09/2015	07/09/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTIONS \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X 910914715	08/09/2015	08/09/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Agreement #A-7788

The City of Oxnard, its City Council, officers, employees and volunteers, and Devco Oxnard Vineyard Avenue, LLC are named as additional insured on the General Liability and Auto Liability with Primary & Non-Contributory wording as per attached forms 001 and 002. Waiver of Subrogation applies to the Workers Compensation as per attached form 10217.

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard - Attn: Risk Manager
300 West Third Street, Suite 302
Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

GENERAL LIABILITY SPECIAL-ENDORSEMENT FOR THE CITY OF OXNARD (the City)		SUBMIT IN DUPLICATE																						
PRODUCER Hub International Insurance Services Inc. 8701 Center Drive #1500 Los Angeles, CA 90046 License #0787778 Telephone: (310) 588-6800		ENDORSEMENT NO. 001	ISSUE DATE (MM/DD/YY) 12/16/15																					
NAMED INSURED Ravello West Construction, Inc. 211 Village Commons, #11 Camarillo, CA 93012		POLICY INFORMATION: Insurance Company: Colony Insurance Company Policy No.: 10381.00106700 Policy Period: (from) 8/05/2015 (to) 8/05/2016 LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☒ In Addition to Limits ☒ Deductible ☐ Self-Insured Retention (check which) of \$ <u>500,000</u> with an Aggregate of \$ _____ applies to coverage. ☒ Per Occurrence ☐ Per Claim (which) _____																						
TYPE OF INSURANCE ☒ GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retrospective Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☒ Occurrence		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																						
COVERAGES ☒ GENERAL ☒ PRODUCTS/COMPLETED OPERATIONS ☒ PERSONAL & ADVERTISING INJURY ☒ FIRE DAMAGE ☐ _____		OTHER PROVISIONS CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: <u>Hub International Insurance Services, Inc.</u> Address: <u>8701 Center Drive #1500</u> <u>Los Angeles, CA 90046</u> Telephone: <u>(310) 588-7652</u>																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th colspan="2" style="text-align: center;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th></th> <th style="text-align: center;">EACH OCCURRENCE</th> <th style="text-align: center;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td>☒ GENERAL</td> <td style="text-align: center;">\$1,000,000</td> <td style="text-align: center;">\$2,000,000</td> </tr> <tr> <td>☒ PRODUCTS/COMPLETED OPERATIONS</td> <td style="text-align: center;">\$2,000,000</td> <td style="text-align: center;">\$2,000,000</td> </tr> <tr> <td>☒ PERSONAL & ADVERTISING INJURY</td> <td style="text-align: center;">\$1,000,000</td> <td style="text-align: center;">\$1,000,000</td> </tr> <tr> <td>☒ FIRE DAMAGE</td> <td style="text-align: center;">\$100,000</td> <td style="text-align: center;">\$100,000</td> </tr> <tr> <td>☐ _____</td> <td></td> <td></td> </tr> </tbody> </table>					LIABILITY LIMITS IN THOUSANDS \$			EACH OCCURRENCE	AGGREGATE	☒ GENERAL	\$1,000,000	\$2,000,000	☒ PRODUCTS/COMPLETED OPERATIONS	\$2,000,000	\$2,000,000	☒ PERSONAL & ADVERTISING INJURY	\$1,000,000	\$1,000,000	☒ FIRE DAMAGE	\$100,000	\$100,000	☐ _____		
	LIABILITY LIMITS IN THOUSANDS \$																							
	EACH OCCURRENCE	AGGREGATE																						
☒ GENERAL	\$1,000,000	\$2,000,000																						
☒ PRODUCTS/COMPLETED OPERATIONS	\$2,000,000	\$2,000,000																						
☒ PERSONAL & ADVERTISING INJURY	\$1,000,000	\$1,000,000																						
☒ FIRE DAMAGE	\$100,000	\$100,000																						
☐ _____																								
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 CG 0001; or - If excess, affords coverage which is at least as broad as the primary insurance form CG 0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.																								
ENDORSEMENT HOLDER																								
CITY OF OXNARD Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard, CA 93030		AUTHORIZED REPRESENTATIVE ☒ Broker/Agent ☐ Underwriter ☐ _____ I <u>Keith W. Maxwell, Senior Vice President</u> (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: <u></u> Telephone: <u>(310) 588-7817</u> Date Signed <u>12/16/15</u>																						

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
001	12/16/16

PRODUCER

Hub International Insurance Services Inc.
6701 Center Drive #1500
Los Angeles, CA 90045
License #0767776

Telephone: (310) 558-5900

NAMED INSURED

Ravello West Construction, Inc.
211 Village Commons, #11
Camarillo, CA 93012

POLICY INFORMATION:

Insurance Company: Liberty Mutual Insurance Company
Policy No.: 8A886446103
Policy Period: (from) 07/09/16 (to) 07/09/16
LOSS ADJUSTMENT EXPENSE : Included in Limits
In Addition to Limits

☒ Deductible ☐ Self-Insured Retention (check which) of \$ Comp/Collation: \$500
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

\$ 1,000,000 per accident, for bodily injury and property damage.

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

Name: Hub International Insurance Services, Inc.

Address: 6701 Center Drive #1500

Los Angeles, CA 90045

Telephone: (310) 558-7632

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:

- 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: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☒ Broker/Agent ☐ Underwriter ☐ _____

I Keith W. Newell, Senior Vice President (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 Keith W. Newell
(original signature required)

Telephone: (310) 558-7617 Date Signed 12/16/16



WAIVER OF SUBROGATION

9109147-15
RENEWAL
SP

PAGE 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE SEPTEMBER 29, 2015 AT 12.01 A.M.
AND EXPIRING AUGUST 9, 2016 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

RAVELLO WEST CONSTRUCTION

211 VILLAGE COMMONS BLVD UNIT 11
CAMARILLO, CA 93012

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND
WAIVES ANY RIGHT OF SUBROGATION AGAINST.

CITY OF OXNARD

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS
POLICY IN CONNECTION WITH WORK PERFORMED BY,

RAVELLO WEST CONSTRUCTION

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

OCTOBER 1, 2015

2570


AUTHORIZED REPRESENTATIVE


PRESIDENT AND CEO

SCIF, FORM 10217 (REV.7-2014)

RECORDING REQUESTED BY:
CITY OF OXNARD

Request recording without fee. Record
For benefit of City of Oxnard pursuant
To Section 6103 of Government Code

WHEN RECORDED MAIL TO:
Oxnard City Clerk's Office
305 West Third Street
Oxnard, California 93030


20090326-00047181-0 1/97
Ventura County Clerk and Recorder
James B. Becker, Assistant
03/26/2009 11:49:18 AM
297048 5.00 BU

(FOR RECORDER'S USE ONLY)

Development Agreement
A-7121

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On March 20, 2009
Date

before me,

C. Kyriakou, Notary Public
Here Insert Name and Title of the Officer

personally appeared

Daniel L. Hubbard
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

C. Kyriakou
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Ventura

On 13 JANUARY 2009 before me,

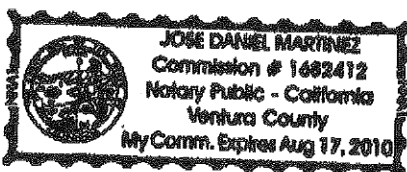
JOSE DANIEL MARTINEZ

Here Insert Name and Title of the Officer

personally appeared

THOMAS E. HOLDEN

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Jose Daniel Martinez
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document:

Development Agreement (A-7121)

Document Date:

27 JANUARY 2009

Number of Pages:

29

Signer(s) Other Than Named Above:

Daniel J Hubbard, Casden Prop.

Capacity(ies) Claimed by Signer(s)

Signer's Name:

THOMAS E HOLDEN

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☒ Other: Mayor of

Dana

Signer is Representing:

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



DATE: February 19, 2009

VENTURA COUNTY RECORDER
800 SOUTH VICTORIA AVENUE
VENTURA, CA 93009

SUBJECT: Item for Recordation

The following document is enclosed for recordation:

Development Agreement

APN: 179-0-040-585

APN: 179-0-040-625

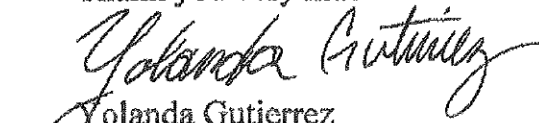
APN: 179-0-070-265

APN: 179-0-040-170

APN: 179-0-040-180

When recorded, please return said document to this office. Also enclosed is a duplicate copy of this letter. Please stamp the Document Number and Date of Recordation on the letter and return it to this office at your earliest convenience.

Thank you very much.


Yolanda Gutierrez
Deputy City Clerk
(805) 385-7803

DOCUMENT NUMBER _____
DATE OF RECORDATION _____

RECORDING REQUESTED BY:
City of Oxnard

WHEN RECORDED, MAIL TO:
City of Oxnard
305 West Third Street
Oxnard, California 93030
Attn: City Manager

RECORDING FEES EXEMPT DUE TO
GOVERNMENT CODE SECTION 27383

(Space Above Line For Recorder's Use Only)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as "*Agreement*") is made and entered into this 27th day of January, 2009, by and between the City of Oxnard, a municipal corporation of the State of California (the "*City*"), Casden Oxnard LLC, a Delaware limited liability company ("*Casden Oxnard*"), and Casden Oxnard Vineyard Avenue LLC, a Delaware limited liability company ("*Casden Oxnard Vineyard Avenue*"). Casden Oxnard and Casden Oxnard Vineyard Avenue are hereinafter referred to individually (to the extent of each of their respective interests, rights, and obligations) and collectively as "*Developer*." City, Casden Oxnard and Casden Oxnard Vineyard Avenue are from time to time hereinafter referred to individually as a "*Party*" and collectively as the "*Parties*."

The Parties hereby agree as follows:

Section 1. Recitals.

This Agreement is predicated upon the following facts which are incorporated into and made a part of this Agreement:

1.1 Authorization. The City is authorized pursuant to Government Code sections 65864 through 65869.5 (the "*Development Agreement Statute*") and City Council Resolution No. 10,448 (the "*Development Agreement Resolution*") to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property in order to strengthen the public planning process, encourage private participation in comprehensive planning, and establish certainty in the development process. This Agreement has been processed, considered, approved and executed in accordance with the Development Agreement Statute and the Development Agreement Resolution. In the event of any conflict or inconsistency between the terms of this Agreement and the Development Agreement Resolution, the terms of this Agreement shall control.

1.2 Project Site. Casden Oxnard owns certain real property consisting of approximately nine and fifty-five hundredths (9.55) acres located in the City, more particularly described in Exhibit A, attached hereto and incorporated in full herein by this reference (the

"Townhomes Site"). Casden Oxnard and Casden Oxnard Vineyard Avenue together own certain real property consisting of approximately twenty five and thirty-eight hundredths (25.38) acres located in the City, more particularly described in Exhibit B, attached hereto and incorporated in full herein by this reference (the "Vineyard and Ventura Site"). The real property described in Exhibit A and Exhibit B, collectively, comprise approximately thirty four and ninety three hundredths (34.93) acres and are referred to collectively herein as the "*Project Site*." This Agreement applies to and governs the development of the Project Site.

1.3 Project. Developer seeks to develop 143 townhome-style units on the Townhomes Site, 76 single-family detached and 125 single-family cluster home units on the Vineyard and Ventura Site, or any portion thereof (the "*Project*").

1.4 Existing Approvals. As part of the proposed plan of development for the Project Site, Developer has applied for, and the City has certified and approved as applicable, certain environmental documents and land use approvals and entitlements relating to the development of the Project Site, including, without limitation, the following (collectively, "*Existing Approvals*"):

(a) On September 18, 2008, pursuant to the California Environmental Quality Act and the State Guidelines, the Planning Commission of the City ("*Planning Commission*"), by Resolution No. 2008-56, certified a final environmental impact report, State Clearing House No. 2007071087, for the subject 2020 General Plan ("*General Plan*") amendments, Northwest Community Specific Plan ("*Specific Plan*") amendments, Tentative Map Nos. 5765 and 5672, special use permits, zone changes and this Agreement.

(b) On September 18, 2008, the Planning Commission by Resolution Nos. 2008-57 and 2008-58, denied the special use permits and recommended to the City Council denial of the General Plan amendments, the Specific Plan amendments, and zone changes.

(c) On January 13, 2009, the City Council by Resolution No. 13,586, adopted the General Plan amendments.

(d) On January 13, 2009, the City Council, by Resolution Nos. 13,587 and 13,590, adopted the Specific Plan amendments.

(e) On January 13, 2009, the City Council, by Resolution Nos. 13,591 and 13,588, adopted the special use permits.

(f) On January 27, 2009, the City Council adopted Ordinance Nos. 2795 and 2796 approving the zone changes which zoned the Townhomes Site as R-3-PD and Vineyard and Ventura Site as R-2-PD, as shown on the maps labeled Zone Change No. 2796 and Zone Change No. 2795 on file with the City Clerk.

(g) On September 18, 2008, the Planning Commission, by Resolution Nos. 2008-57 and 2008-58, recommended denial of Tentative Map Nos. 5765 and 5672 for the Project Site (the "*Tentative Maps*").

(h) On January 13, 2009, the City Council, by Resolution Nos. 13,589 and 13,592, approved the Tentative Maps.

1.5 Intent of Parties. Developer and the City have determined that the development of the Project Site in accordance with the Project Approvals (as defined in this Section 1.5 below) and Applicable Law (as defined in Section 4.1 below) is a development project for which this Agreement is appropriate. This Agreement will eliminate uncertainty in planning and provide for the orderly development of the Project Site, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project Site, ensure the maximum effective utilization of resources within the City at the least economic cost to its residents, and otherwise achieve the goals and purposes of the Development Agreement Statute and the Development Agreement Resolution. In exchange for these benefits, the City agrees to provide Developer with the assurance that Developer may proceed with development of the Project Site in accordance with and subject to the terms and conditions imposed by the Existing Approvals, Subsequent Approvals (as defined below), and this Agreement (collectively, the "*Project Approvals*").

1.6 Public Hearings. On September 4, 2008, the Planning Commission, after providing public notice as required by law, held a public hearing on Developer's application for approval of this Agreement. The City Council, after providing public notice as required by law, held public hearings on this Agreement on January 13, 2009.

1.7 City Council Actions. On January 13, 2009, the City Council conducted the first reading of Ordinance No. 2797 (the "*Approval Date*"). On January 27, 2009, the City Council: (a) made findings that the provisions of this Agreement are consistent with the General Plan ; and (b) adopted Ordinance No. 2797 approving and authorizing the execution of this Agreement.

Section 2. Term. This Agreement shall expire on the thirtieth (30th) anniversary of the Approval Date (the "*Term*"). However, the City and Developer may agree to extend the Term of this Agreement. The expiration of this Agreement shall not affect the rights of Developer under the Existing Approvals and Subsequent Approvals.

Section 3. Definitions. The following terms shall have the meanings set forth for such terms in the section listed below:

<u>Term</u>	<u>Section</u>
"Agreement"	Introduction
"Applicable Fees"	Section 4.5
"Applicable Law"	Section 4.1
"Approval Date"	Section 1.7
"Assignment and Assumption Agreement"	Section 11.1(b)
"City"	Introduction
"City Costs"	Section 5.8(d)(i)
"City Council"	Section 1.4(b)
"Casden Oxnard"	Introduction
"Casden Oxnard Vineyard Avenue"	Introduction
"Developer"	Introduction
"Development Agreement Resolution"	Section 1.1
"Development Agreement Statute"	Section 1.1

"Developer's Costs"	Section 5.8(d)(ii)
"Existing Approvals"	Section 1.4
"Foreclosure"	Section 12.2
"General Plan"	Section 1.4(a)
"Grading Plan"	Section 5.7
"Improvements"	Section 5.8
"Lender"	Section 12.1
"Mortgages"	Section 12.1
"Off-Site Improvements"	Section 5.8(b)
"On-Site Improvements"	Section 5.8(a)
"Party/Parties"	Introduction
"Planning Commission"	Section 1.4(a)
"Project"	Section 1.3
"Project Approvals"	Section 1.5
"Project Site"	Section 1.2
"Public Benefits"	Section 5.5
"Revised Exhibit H"	Section 5.8(b)
"Scope of Work"	Section 5.8(e)
"Specific Plan"	Section 1.4(a)
"Subsequent Approvals"	Section 6
"Tentative Maps"	Section 1.3(f)
"Term"	Section 2
"Total Actual Off-Site Improvements Cost"	Section 5.8(f)
"Total Estimated Off-Site Improvements Cost")	Section 5.8(b)
"Transfer"	Section 11.1
"Transfer Agreement"	Section 11.2
"Transfer Date"	Section 11.1(c)
"Transferee"	Section 11.1
"Transferred Property"	Section 11.1
"Transferring Party"	Section 11.1

Section 4. Vested Right to Develop. This Agreement binds the City to the terms of this Agreement and limits, to the degree specified in this Agreement and under State law, the City's ability to regulate development of the Project and the Project Site during the Term.

4.1 Applicable Law. The Parties hereby agree that, for the term of this Agreement, the rules, regulations, ordinances, resolutions, codes, guidelines and officially adopted procedures and official policies of the City, governing permitted uses, governing density, and governing design, improvement and construction guidelines, standards and specifications applicable to development of the Project on the Project Site, shall be those rules, regulations, ordinances, resolutions, codes, guidelines and officially adopted procedures and officially adopted policies in force as of the Approval Date (collectively, the **"Applicable Law"**). Any change in, or addition to, the Applicable Law, including, without limitation, any such change in the zoning regulations or General Plan of the City (including any regulation relating to the timing, sequencing, or phasing of the Project or construction of all or any part of the Project), adopted or becoming

effective after the Approval Date, including any such change or addition by means of ordinance, resolution, initiative, referendum, motion, policy adoption, order, moratorium or otherwise, initiated or instituted for any reason whatsoever and adopted by any board, agency, commission or department of the City, or by the electorate, as the case may be, shall not be applicable to or binding upon Developer, the Project, or the Project Site unless Developer has agreed in writing to the change in the Applicable Law. The Parties agree that the Project Approvals, once effective, shall be considered part of the Applicable Law. However, nothing in this section or in this Agreement shall limit the City's ability to adopt and apply to the Project new improvement and construction standards in accordance with Health and Safety Code sections 17922 et seq. or local amendments of the uniform codes discussed in Health and Safety Code section 17922. Applicable Law shall apply to any application for a building permit submitted prior to the expiration of the Term of this Agreement.

4.2 Vested Right to Develop. Developer shall have the vested right to develop the Project or any portion thereof in accordance with Applicable Law and this Agreement so long as such development is consistent with the Project Approvals, and all conditions and requirements that are made a part of the Project Approvals. To enable Developer to complete the Project, the Developer's vested right to develop the Project in accordance with Applicable Law and this Agreement shall include the rights to (1) develop the maximum amount of residential development and appurtenant facilities permitted by the Applicable Law and this Agreement, (2) the timely issuance by the City of all Subsequent Approvals (as defined in Section 6 below), and (3) the timely taking by the City of such other actions that are (i) requested by the Developer and (ii) consistent with the terms of this Agreement.

4.3 Permitted Uses. The permitted uses; density and intensity of use; maximum height and size of proposed residences, buildings, and other structures; provisions for reservation or dedication of land; and other terms and conditions of development applicable to the Project shall be as set forth in the Project Approvals. To the extent the Existing Approvals and this Agreement do not provide standards for development of the Project, the Applicable Law and the Subsequent Approvals shall govern and provide such standards.

4.4 No Conflicting Enactments. The City shall not apply to the Project or Project Site any additional condition, requirement, or restriction of any nature which is not included within the Project Approvals, whether by (i) specific reference to the development of the Project or the Project Site, or (ii) a general enactment applicable to the Project or Project Site. This limitation applies to any action of the City, including those (i) of the Planning Commission, the City Council, City staff, the electorate, or otherwise, and (ii) adopted or implemented by ordinance, resolution, policy, initiative, referendum, motion, order, moratorium or otherwise which would directly or indirectly:

(a) Limit or reduce the permitted density or intensity of the Project or Project Site, or otherwise require any reduction in the height, number, size or square footage of lots, structures or buildings;

(b) Expand or increase Developer's obligations with respect to the provision of parking spaces, streets, roadways and/or any other public or private improvements, structures or dedications of land;

(c) Limit or control the timing or phasing of the construction or development of the Project or Project Site; or

(d) Limit the location of buildings, structures, grading or other improvements relating to the development of the Project or Project Site in a manner which is inconsistent with or more restrictive than the Applicable Law.

4.5 Development, Impact, Processing, and Other Fees. For the duration of this Agreement, only those rates, fees and fee programs set forth within the Applicable Law and uniformly applied to all development projects within the City as of the Approval Date may be charged to the Developer, Project, or Project Site (the "Applicable Fees"). The Applicable Fees include, but are not limited to, the following: Growth Requirement Capital Fees, Planned Drainage Facilities Fees, Planned Water Facilities Fees, Environmental Mitigation Monitoring Fees, Pro-rata cost of attorneys' fees incurred in connection with preparing language for Environmental Impact Reports dealing with green house gases and water supply, Sewer Connection Fees, Sewer Conveyance Fees, Traffic Impact Fees, Wastewater Treatment Fees, Water System Connection Fees, Affordable Housing Fees, Public Art Fees and Quimby/In-Lieu Park Fees. Additionally, any new fees enacted by the City Council which take effect after the Approval Date which are similar to the Applicable Fees in that such new fees offset or reimburse the City for the increased costs on the City's public improvements due to development, shall not be applied to the Project, the Project Site or the Developer as the owner/developer of the Project for the duration of this Agreement. However, nothing in this Section 4.5 shall limit the City Council's power to levy or increase fees which reimburse the City for the cost of processing development applications or reimburse the City for the cost of building inspection or plan checking, or which reimburse the City for fees the City has collected on behalf of non-City Agencies provided that those fees are applied consistently and proportionately to all development projects within the City in accordance with Applicable Law.

4.6 Conflict of City and State or Federal Laws. In accordance with the Development Agreement Statute, the Project or Project Site may be subject to subsequently enacted state or federal laws or regulations which preempt local regulations or mandate the adoption of local regulations that conflict with the Applicable Law, and prevent or preclude compliance with one or more provisions of this Agreement. Upon discovery of such a subsequently enacted federal or state law, City or Developer shall provide the other Party with written notice, a copy of the state or federal law or regulation, and a written explanation of the legal or regulatory conflict created. Within ten (10) days thereafter, City and Developer shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law or regulation. In such negotiations, City and Developer agree to preserve the terms of this Agreement and the rights of the Developer as derived from this Agreement to the maximum feasible extent while resolving the conflict. City agrees to cooperate with Developer in resolving the conflict in a manner which minimizes any financial impact of the conflict upon Developer. Any delays caused by such changes in state or federal law shall toll the Term of this Agreement and the time periods for performance by Developer and City set forth in this Agreement.

Section 5. Development of the Project Site.

5.1 Permitted Uses. The Developer agrees that the Project shall be developed in accordance with the Project Approvals and Applicable Law.

5.2 Development Standards. All development and design requirements and standards applicable to the Project shall conform to the Project Approvals and Applicable Law.

5.3 Maximum Height and Size. The maximum height of any buildings constructed within the Project Site shall not exceed the standards set forth in the Project Approvals and Applicable Law.

5.4 Density and Intensity of Use. The maximum number of units permitted within the Project Site shall be as set forth in the Project Approvals and Applicable Law.

5.5 Public Benefits. In consideration for Developer's vested right to develop the Project in accordance with Applicable Law, Developer agrees to provide the public benefits listed in this subsection (the "Public Benefits"). In agreeing to provide the Public Benefits, Developer waives any objections it may have to the inclusion of the Public Benefits in the Project Approvals. The Public benefits are:

(a) **Dedication of Land For Public Purposes.** Prior to the issuance of the first certificate of occupancy on the Vineyard and Ventura Site, the Developer shall dedicate right-of-way and widen Vineyard Avenue and Ventura Road along the frontage of the Vineyard and Ventura Site as necessary to meet the specifications for master plan street sections in the General Plan and in accordance with the Specific Plan standard, as approved by the City of Oxnard Development Advisory Committee and depicted on the Engineering Site Plans for Tentative Map No. 5672, dated April 15, 2008, as revised pursuant to conditions of approval for such map. Prior to the issuance of the first certificate of occupancy on the Townhomes Site, the Developer shall dedicate right-of-way and widen Ventura Road along the frontage of the Townhomes Site as necessary to meet the specifications for master plan street sections in the General Plan and in accordance with the Specific Plan standard, as approved by the City of Oxnard Development Advisory Committee and depicted on the Engineering Site Plans for Tentative Map No. 5765, dated July 8, 2008, as revised pursuant to conditions of approval for such map.

(b) **Landscaped Bicycle and Pedestrian Facilities.** Prior to the issuance of the first permanent certificate of occupancy on the Vineyard and Ventura Site, Developer shall construct at its expense approximately one and thirty-two hundredths (1.32) acres of landscaped bicycle and pedestrian facilities along the perimeter of the Vineyard and Ventura Site, adjacent to Vineyard Avenue and Ventura Road, which are identified as "Landscaped Bicycle & Pedestrian Parkway" on Exhibit C attached hereto. Prior to the issuance of the first permanent certificate of occupancy on the Townhomes Site, Developer shall construct at its expense approximately forty-eight hundredths (.48) acres of landscaped bicycle and pedestrian facilities along the perimeter of the Townhomes Site, adjacent to Ventura Road, which are identified as "Landscaped Bicycle & Pedestrian Parkway" on Exhibit D attached hereto. Developer agrees

that the landscaped bicycle and pedestrian facilities required by this Section 5.5(b) shall be open to the public, not just residents within the Project Site.

(c) **Linear Parkway/Access Road.** Prior to the issuance of the first permanent certificate of occupancy on the Townhomes Site, Developer shall construct at its expense an approximately 1.28 acre linear parkway/access road along the northern and western perimeter of the Townhomes Site, which is identified as "Linear Parkway/Access Road On-Site" and "Linear Parkway/Access Road Off-Site" on Exhibit D attached hereto. Developer agrees that the linear parkway/access road required by this Section 5.5(c) shall be open to the public, not just residents within the Project Site. Following completion of construction of the linear parkway/access road, Developer shall dedicate to the City, subject to any and all relevant easements, approximately .71 acres of the linear parkway/access road, which is identified on Exhibit D as "Linear Parkway/Access Road On-Site."

(d) **Remediation of Land Fill Contamination on Townhomes Site.** Pursuant to the terms set forth in the Purchase and Sale Agreement and Escrow Instructions between Casden Oxnard and the City of Oxnard ("Purchase and Sale Agreement"), entered into November 28, 2006, attached hereto as Exhibit E and incorporated in full herein by this reference, Casden Oxnard intends to remediate environmental impairments existing on the Townhomes Site in order to place the Townhomes Site in a condition fit for residential purposes. Notwithstanding the foregoing, this Agreement does not require Casden Oxnard or Casden Oxnard Village Avenue to remediate any environmental impairments existing on the Townhomes Site if Developer for any reason does not construct residential units on the Townhomes Site.

(e) **Affordable Housing Fees.** In satisfaction of the affordable housing obligations applicable to development of the Project, Developer will contribute to the City's affordable housing fund as provided in the City's Affordable Housing Ordinance No. 2721, which amount is equal to the rate in effect as of the Approval Date. In recognition of Developer's contribution to the City's affordable housing fund, the City agrees that such contribution shall be deemed complete satisfaction of all affordable housing obligations applicable to the Project during the duration of this Agreement. The City further agrees that, notwithstanding the City's Affordable Housing Ordinance to the contrary, the affordable housing fee for the Project shall be due at issuance of each building permit for each residential unit in the Project.

(f) **In-Lieu Park Fees.** The Developer shall dedicate land and/or pay in lieu park fees applicable to development of the property identified by Ventura County Assessor Parcel Numbers 179-0-040-170 and 179-0-040-180 (the "*Obligated Property*"). With respect to the Obligated Property, the City covenants and agrees that (i) Developer's dedication of approximately .71 acres of the linear parkway/access road as provided in Section 5.5(c) of this Agreement shall contribute towards the amount of land dedication and/or in lieu park fees required in accordance with the formula provided in Sections 15-98 through 15-100 of the Oxnard Municipal Code, and (ii) Developer may pay a park fee in lieu of the remaining land required to be dedicated, and that such in lieu park fee shall be offset by the actual cost of improvements Developer expends on the dedicated land. The dedications, park improvements and other public benefits provided under this Agreement shall be deemed to fully satisfy all land

dedication and in lieu fee requirements for the contribution of park sites that may otherwise be applicable to development of the property identified by Ventura County Assessor Parcel Numbers 179-0-040-585, 179-0-040-625 and 179-0-070-265 pursuant to Division 2, Article IV, Chapter 15 of the Oxnard Municipal Code and state law.

(g) **Golf Course Development Fee.** The Developer shall contribute a golf course development fee in the amount of \$14,367 for each residential unit constructed on property identified by Ventura County Assessor Parcel Numbers 179-0-040-170 and 179-0-040-180, to be paid at the issuance of each building permit for each residential unit. The City agrees that such contribution shall be deemed complete satisfaction of all golf course development fees or any similar fee obligations applicable to the Project or Project Site during the duration of this Agreement.

5.6 Landscape Maintenance. Upon completion of the landscape bicycle and pedestrian facilities along Vineyard Avenue and Ventura Roads under Section 5.5(b) above and the Linear Parkway/Access Road under Section 5.5(c) above, the City shall seek to form an assessment district to fund the cost of maintenance of such landscape improvements. Alternatively, if the City does not deem the formation of such an assessment district to be appropriate or necessary, City shall have the right to direct Developer to form a homeowners' or property owners' association for the Project Site to fund the cost of maintenance of the landscape improvements. The agreement to form an assessment district or homeowners' or property owners' association shall be in the form of Exhibit F, attached hereto and incorporated in full herein by this reference.

5.7 Rough Grading Prior to Recordation of the Final Maps. Subject to (a) the City's receipt, review and approval of a grading plan (the "*Grading Plan*"), geotechnical report and engineering geologic report for the applicable portion of the Project Site, (b) the Developer's satisfaction of the City's bonding requirements and (c) the Developer's satisfaction of the City's requirements for the issuance of a grading permit with respect to such Grading Plan, the City agrees to promptly review the reports and the Grading Plan when submitted and issue a grading permit with respect to the Grading Plan, subject to the Grading Plan's compliance with all Applicable Law. The City agrees that the Grading Plan will be promptly reviewed by the City, that a grading permit with respect to the Grading Plan may be issued and that the Developer may grade the Project Site in accordance with the approved Grading Plan without the Developer first recording a final map associated with the Tentative Maps in the Official Records of Ventura County. Notwithstanding the foregoing, not more than one building permit shall issue prior to the recordation of the final maps associated with the Tentative Maps.

5.8 Project Infrastructure: Water and Wastewater. The Parties agree that the water (including recycled water) and wastewater-related infrastructure improvements required for the Project (collectively, the "*Improvements*") shall be constructed as more particularly set forth in this Section 5.8 and Exhibit H attached hereto and incorporated herein by reference.

(a) **On-Site Improvements.** The Developer shall construct the Improvements that are within the Project Site and serve only the Project (the "*On-Site Improvements*") at Developer's sole cost and expense.

(b) **Off-Site Improvements.** The Parties hereto acknowledge that the off-site Improvements described in Exhibit H (the "*Off-Site Improvements*") are needed to serve both the Project, at build-out, as well as the other planned future development in the City as designated on Exhibit H. In connection therewith, Developer shall bear the responsibility for payment as set forth herein of the percentage of the cost of such Off-Site Improvements shown on Exhibit H, and City certifies that the percentages shown on Exhibit H reflect Developer's total share, responsibility, and obligation with respect to the cost of the Off-Site Improvements irrespective of the payment, performance, participation, or actions of other parties including, but not limited to, other owners or developers, or City. On or before July 1, 2009, the City shall provide Developer with a revised Exhibit H, which shall include a final estimation of the total cost for each Off-Site Improvement (the "*Total Estimated Off-Site Improvements Cost*"); provided, that the scope of the Off-Site Improvements and percentage cost allocation for each Off-Site Improvement listed in Exhibit H shall not be modified regardless of the actions of any third party developers or property owners not a party to this Agreement (such revised Exhibit H, as accepted by Developer, the "*Revised Exhibit H*" herein). The Revised Exhibit H will not add any additional appurtenances, installations, or other connections not included in Exhibit H which do not directly serve Developer's Project. The Parties acknowledge and agree that design and construction of the Off-Site Improvements shall proceed diligently. The Subdivision Improvement Agreement, described in Section 5.8(e) below, shall include anticipated dates for approval of final design, construction commencement and completion. Pending completion of the final design and the execution of the Subdivision Improvement Agreement, the Parties anticipate that final design of the Off-Site Improvements shall occur no later than July 1, 2009; construction commencement shall occur no later than December 31, 2009; and construction completion no later than July 31, 2011. Notwithstanding the foregoing, if the aforesaid milestone dates are extended, the dates set forth in this Section 5.8 with respect to Developer's obligations related thereto (including without limitation payment of Off-Site Improvement costs) shall be similarly extended. Notwithstanding the foregoing, if for any reason the size of the Project is reduced on or before July 1, 2009, and such reduction in size results in a reduction in the Off-Site Improvements Cost, the Developer's Costs shall be reduced by the amount that the reduction in the Off-Site Improvements Cost are attributable to the reduction in the size of the Project. In such an event, the Parties agree to meet and confer in good faith to determine the amount of the reduction in the Off-Site Improvements Cost and the amount of the reduction that is attributable to the reduction in the size of the Project.

(c) **Developer's Decision to Construct Off-Site Improvements.** On or before July 1, 2009, Developer shall notify the City as to whether or not Developer shall construct the Off-Site Improvements. If Developer does not elect to construct the Off-Site Improvements, the City shall construct the Off-Site Improvements.

(d) **Reimbursement for Off-Site Improvements.**

- (i) If Developer elects to construct the Off-Site Improvements pursuant to Section 5.8(c) above, the sum of the Total Estimated Off-Site Improvements Cost that are not attributed to Developer, as specified in Revised Exhibit H and adjusted pursuant to Section 5.8(f) below (the "*City Costs*"), shall be credited against Developer's Applicable Fees due to the City in connection with the

Project. In the event the City Costs exceed the Applicable Fees for the Project, the City shall reimburse Developer an amount equal to the difference between the City Costs and the Applicable Fees on the Project, within ninety (90) days of Developer's submission of written documentation to the City identifying the City Costs and the Applicable Fees.

- (ii) If the City constructs the Off-Site Improvements, Developer shall:
 - (a) on or before July 1, 2009 provide to the City a performance bond, letter of credit or other form of security mutually acceptable to the Parties to guarantee payment to the City of Developer's share of the Total Estimated Off-Site Improvements Cost as specified in Revised Exhibit H, subject to adjustment as provided in Section 5.8(f) below (the "*Developer's Costs*"), and (b) reimburse the City for Developer's Costs as set forth in the next sentence. Developer shall pay the Developer's Costs to the City as follows: (a) 50% of Developer's share of Total Estimated Off-Site Improvements Costs on or before December 31, 2010, and (b) the difference between the Developer's share of Total Estimated Off-Site Improvement Costs paid to the City pursuant to this subsection 5.8(d)(ii)(a) and Developer's Costs on or before December 31, 2012. The bond or security described herein shall be proportionately released or reduced as portions of the Off-Site Improvements are completed.

(e) **Subdivision Improvement Agreement for Off-Site Improvements.** On or before July 1, 2009, the City and the Developer shall enter into a "Subdivision Improvement Agreement" consistent with the Revised Exhibit H, which at a minimum, shall set forth: (i) the Off-Site Improvements; (ii) Total Estimated Off-Site Improvements Cost; (iii) Developer and City's respective percentage cost allocation of each Off-Site Improvement; (iv) the anticipated completion date of each Off-Site Improvement; (v) the engineering standards and specifications (collectively, the "*Scope of Work*") for construction of the Off-Site Improvements, which shall be consistent with the current City standards in effect at the time grading and/or building permits are issued for the construction of the Off-Site Improvements; and (vi) provision for the adjustment and reconciliation of Total Estimated Off-Site Improvements Cost to reflect the Total Actual Off-Site Improvements Cost, substantially as set forth in Section 5.8(f) below, and (vii) method of resolving any disputes regarding the reimbursement for Total Actual Off-Site Improvements Cost. If the City constructs the Off-Site Improvements, the Subdivision Improvement Agreement also shall set forth the form and amount of security (either a bond, letter of credit or other form of security mutually acceptable to the Parties) which Developer shall provide to the City to guarantee payment to the City of the Developer's share of the Total Estimated Off-Site Improvements Costs.

(f) **Reconciliation of Estimated Costs to Incurred Costs.** Upon completion of the construction of the Off-Site Improvements, the Total Estimated Off-Site Improvements Cost set forth on Revised Exhibit H shall be adjusted as necessary to reflect the actual costs incurred by the constructing party in connection with the construction of the Off-Site

Improvements (such adjusted amount, the "*Total Actual Off-Site Improvements Cost*"). The percentage cost allocation provided in Revised Exhibit H shall remain unchanged, however, such adjustment shall ensure that each of Developer and the City pay no more than their respective share of the actual costs incurred by the Parties in connection with the Off-Site Improvements, including but not limited to, the design, permitting, administrative and construction costs associated with the Off-Site Improvements. Notwithstanding anything herein to the contrary, under no circumstances shall Developer's obligation to reimburse the City exceed the Developer's share of the Total Estimated Off-Site Improvements Cost set forth in the Revised Exhibit H.

(g) **Standards for and Dedication of On-Site and off-Site Improvements.** All On-Site and Off-Site Improvements shall be designed and constructed pursuant to City approved plans and specifications. All On-Site and Off-Site Improvements located within the public right-of-way shall be dedicated to the City upon completion of construction and final acceptance by the City.

(h) **Master Plan Facilities.** The Parties hereto acknowledge that the Off-Site Improvements are not currently included within the City's approved master plan facilities, although they are consistent with the type of facilities included in the City's Master Plan. The City, at its sole discretion, may elect to add some portion of the Off-Site Improvements to the City's Master Plan in the future. Developer acknowledges and agrees that even if the City does include some or all of the Off-Site Improvements in the City's Master Plan, Developer will not ask for or be entitled to any reimbursement or payment other than in accordance with Subsection 5.8 and Revised Exhibit H.

5.9 Access for Public Improvements. City shall cooperate with Developer in coordinating all onsite and offsite public facility improvements, including, but not limited to, roads, sewers, and other infrastructure, constructed or enhanced under this Agreement or in connection with the development of the Project Site. All requirements for such improvements contained in this Agreement, the Specific Plan, and/or the General Plan shall be implemented only by including those requirements as conditions of approval to the applicable tract maps for the Project. Those conditions shall then be governed by the provisions of the California Subdivision Map Act, including Government Code Section 66462.5. The waiver of any condition pursuant to Section 66462.5 or any other applicable provision of the Subdivision Map Act shall also constitute the waiver of the Developer's corresponding obligation under this Agreement.

(a) **Access Road to Townhomes Site.** City covenants and agrees to grant to Developer, prior to the issuance of a grading permit for the Townhomes Site, an easement across and upon that certain City-owned property located at the western edge of the Townhomes Site identified as "Linear Parkway/Access Road Off-Site" in Exhibit D attached hereto to allow Developer to (i) construct at its expense an access road to the Townhomes Site, (ii) utilize said property as an access road intended primarily for emergency fire access serving the Townhomes Site, and (iii) provide public access consistent with its use as a part of the Linear Parkway/Access Road identified in Section 5.5(c).

(b) **Energy Plant.** City covenants it will realign access to the Covanta Energy Plant, as more particularly depicted on Exhibit G attached hereto. Except for in cases of

an emergency involving a serious threat to public health and safety, vehicles exceeding two axles and 7500 pounds gross vehicle weight shall be limited to using the access road to the Covanta Energy Plant only during the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday.

(c) **Storm Drain Easements.** City acknowledges Developer's continuing right to utilize any existing storm drain and natural flow rights for water run-off on the City golf course in the same or lesser amounts as are presently utilized. City will submit any existing written easements and other information to the Regional Water Control Board and the California Integrated Waste Management Board for their respective information.

5.10 Approval of Regional Water Quality Control Board. With Developer's assistance and cooperation, the City shall apply for and use its best efforts to obtain all necessary permits and approvals of the California Regional Water Quality Control Board, including without limitation revocation of Regional Board Order No. R4-2002-0191 to the extent applicable to the Townhomes Site or otherwise modified or excluded in a manner acceptable to Developer, to reasonably permit development of the Project Site and to forever exclude without limitation the Townhomes Site from consideration as a part of the Santa Clara Landfill.

5.11 Construction Phasing and Sequencing. Developer shall have no obligation to develop the Project, may develop the Project in its sole discretion in accordance with Developer's time schedule (as such schedule may exist from time to time) and may determine in its sole discretion which part of the Project to develop first and thereafter. Notwithstanding the previous sentence, the Developer may determine in its sole discretion when to record the first final map for any portion of the Project Site. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal. 3d 465 (1984), that the failure of the parties in that case to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the specific intent of the Parties to provide for the timing of development of the Projects in this Agreement. To do so, the Parties acknowledge and provide that the Developer shall have the right, but not the obligation, to complete the Project or any portion thereof in such order, at such rate, at such times, and in as many development phases and sub-phases as the Developer deems appropriate in its sole subjective business judgment. The Parties further agree that to the extent that Developer constructs a portion or reduces the size of the Project, Developer has the vested right to develop said portion in accordance with the Project Approvals, Applicable Law this Agreement. It also is the intent of the Parties that under Section 4 above any initiative which would restrict the timing or phasing of development of some or all of the Project will not apply to the Project or any portion of the Project Site.

Section 6. Subsequent Approvals. The Parties expressly intend to cooperate and diligently work to implement all applications, plans, maps, agreements, documents, and other instruments or entitlements necessary or appropriate for the completion of the development of the Project or any portion thereof, including without limitation rezoning, subdivision, design review approvals, remediation plan approvals, clean closure approvals, site plan approvals, improvement agreements and other agreements, use permits, grading permits, dirt stockpile permits, encroachment permits, building permits, lot line adjustments, sewer and water connection permits, zoning approvals, boundary adjustments, subdivision maps (including tentative, vesting tentative, parcel, vesting parcel, and final subdivision maps), preliminary and final development

plans, landscaping plans, certificates of compliance, resubdivisions, and modifications to the Existing Approvals (collectively, "Subsequent Approvals"). Without limiting the generality of the foregoing, Developer may apply for multiple planned development permits and subdivision maps in connection with the development of the Project.

6.1 Expeditious Processing. The City agrees not to unreasonably withhold, condition or delay any Subsequent Approvals. Upon the filing of a complete application and payment of appropriate processing fees by Developer, the City shall promptly commence and diligently:

(i) Schedule and convene all required public hearings in an expeditious manner consistent with the law.

(ii) Process all Subsequent Approvals in an expeditious manner.

6.2 Incorporating Vested Project Approvals. Upon approval of any of the Subsequent Approvals, as they may be amended from time to time, such Subsequent Approvals shall become part of the Project Approvals, and Developer shall have a "vested right," as that term is defined under California law, in and to such Subsequent Approvals by virtue of this Agreement.

6.3 Decisions of Development Services Director. Any decision of the Development Services Director or any other staff-level decision with respect to Subsequent Approvals shall be in writing and may be appealed directly to the City Council by the Developer within ten (10) days after the written determination of the Development Services Director.

Section 7. Life of Project Approvals

7.1 Life of Project Approvals. The term of any subdivision map or other permit approved as part of the Project Approvals shall automatically be extended to the term of this Agreement as provided under the applicable provisions of Government Code section 66452.6(a) or Government Code section 65863.9, unless a longer term would result under otherwise applicable State law or, in the absence of such State law, the term given such approval under local law.

Section 8. Public Services. In connection with the Tentative Maps, Developer has provided the City with all necessary studies required for the City to make a determination as to the availability of public facilities, utilities and services which are necessary for the Project. The City hereby acknowledges and agrees that when Developer completes the public improvements called for by the Tentative Maps for a specific utility or public infrastructure element in question, the City has and will have sufficient capacity in its existing infrastructure, services and utility systems, for traffic circulation, sewer collection, sewer treatment, sanitation service and, except for reasons beyond City's control, water supply, treatment, distribution and service, and drainage, except for that portion governed by the County of Ventura, to accommodate the Project as provided in this Agreement. To the extent the City renders such services or provides such utilities, the City hereby agrees that it will grant or issue hookups or service to the Project.

8.1 Other Governmental Permits and Fees. The City shall cooperate with Developer's efforts to obtain such other permits and approvals as may be required by other

governmental or quasi-governmental agencies (including, without limitation, districts and special districts providing flood control, sewer and fire protection, agencies concerning investigation and remediation of hazardous substances and waste such as the Regional Water Quality Control Board and Integrated Waste Management Board) having jurisdiction over the Project in connection with the development of, or provision of services to, the Project Site, and shall, from time to time at the request of Developer, attempt with due diligence and in good faith to enter into binding agreements with any such entity necessary to assure the availability of such permits and approvals or services, provided such agreements are reasonable. The City shall use its best efforts to work with other governmental and quasi-governmental agencies so as to limit to the maximum extent possible the imposition of additional fees, dedications or exactions by or through such agencies.

Section 9. Annual Review. Once every twelve months during the term of this Agreement, the City shall review the extent of good faith compliance by Developer with the terms of this Agreement. Such periodic review shall be conducted in accordance with Government Code section 65865.1 and the Development Agreement Resolution. The City shall deliver to Developer a copy of all public staff reports, documents and related exhibits concerning the City's review of Developer's performance hereunder prior to any such periodic review. Developer shall have the opportunity to respond to the City's evaluation of Developer's performance, either orally or in a written statement, at Developer's election.

9.1 Cooperation in the Event of Legal Challenge. In the event of any legal or equitable action or other proceeding instituted by any person or entity, other governmental entity or official challenging the validity of this Agreement or any provision of this Agreement, the Parties shall cooperate in defending said action or proceeding, using legal counsel selected by Developer, subject to the City Council's reasonable approval, at Developer's sole cost and expense.

Section 10. Amendment.

10.1 Amendment or Cancellation of Agreement. This Agreement may be amended from time to time by the mutual consent of the Parties hereto but only in the same manner as its adoption by an ordinance as set forth in the Development Agreement Statute. The term "*Agreement*" used herein shall include any such amendment properly approved and executed.

Any amendment of the Project Approvals pursuant to Section 10.2 of this Agreement shall not require an amendment to this Agreement. For purposes of this Agreement, the resubdivision of the Project Site or the filing of an amended subdivision map which creates new legal lots (including the creation of new lots within any designated remainder parcel) or which reflects a merger of lots, shall not require an amendment to this Agreement. Those Subsequent Approvals which are consistent with the General Plan and Specific Plan also shall not require an amendment to this Agreement.

This Agreement may be canceled and terminated at any time by mutual consent in writing of all Parties.

10.2 Amendment of Project Approvals. Upon the written request of Developer for a minor amendment or modification to the Project Approvals including, but not limited to: (a) the

location of buildings, streets and roadways and other physical facilities or infrastructure; or (b) the configuration of the parcels, lots or development areas, the Development Services Director shall determine whether the requested amendment or modification is consistent with this Agreement and the Applicable Law. For purposes of this Agreement, the determination of whether such amendment or modification is minor shall be made by reference to whether the amendment or modification is minor in the context of the overall Project. If the proposed amendment is both minor and consistent with this Agreement and the Applicable Law, the determination by the Development Services Director shall be administrative in nature and the proposed amendment may be approved without notice and public hearing.

Section 11. Assignment.

11.1 Developer's Right to Assign. The Developer (a "*Transferring Party*") shall have the right to sell, lease, assign, hypothecate or otherwise transfer (a "*Transfer*") all or any portion of the Project Site (the "*Transferred Property*") owned by such Transferring Party, and to assign part or all of its rights, title and interest in and to this Agreement, to one or more persons or entities (a "*Transferee*") at any time and from time to time during the Term of this Agreement, subject to the following terms and conditions:

(a) Transferring Party's rights and obligations under this Agreement may be transferred only in conjunction with the Transfer of the portion of the Transferred Property to which the rights and obligations apply;

(b) Transferring Party shall give written notice to the City upon the closing or other completion of a Transfer, and shall concurrently deliver to the City a fully executed Assignment and Assumption Agreement between Transferring Party and the Transferee pursuant to which Developer shall assign and delegate to the Transferee, and the Transferee shall accept, assume and agree to perform all of the rights and obligations of Transferring Party under this Agreement that are allocable to the Transferred Property (the "*Assignment and Assumption Agreement*"); and

(c) Except as otherwise provided in Section 11.2 below, upon recordation of the deed conveying title to the Transferred Property to the Transferee and delivery to the City of the fully executed Assignment and Assumption Agreement (the date of delivery to be the "*Transfer Date*"), the Transferee shall succeed to all of Transferring Party's rights under this Agreement which relate to the Transferred Property (including without limitation the right to Transfer), and to all of Transferring Party's obligations which relate to the Transferred Property, and the Transferring Party shall have no further obligations under this Agreement with respect to the applicable Transferred Property, except for any such obligations that accrued prior to the Transfer Date.

(d) Notwithstanding any other provision to the contrary, Developer may not transfer or assign its interest in or obligation to maintain the security guaranteeing payment of the Developer's Costs, as required in Sections 5.8(d)(ii) and 5.8(e), without obtaining the City's prior written approval. The City's approval shall not be required for any transfer to an affiliated entity of a Party hereto. Such approval shall be granted in the City's sole discretion based upon sufficient proof that the Transferee or Assignee has accepted full responsibility to maintain the

security in full force and effect and is financially capable of maintaining the security, for as long as may be required. Any Transfer of the security guaranteeing payment of Developer's Costs shall be null and void, unless the City prior written consent is obtained.

11.2 Transfer of Obligations. Notwithstanding Section 11.1 above, if a Transferring Party so elects in its sole discretion, the Transferring Party may enter into a separate agreement with a Transferee (a "*Transfer Agreement*") concerning the allocation of rights and obligations between the Transferring Party and its Transferee with respect to the Transferred Property. Without limiting the foregoing, a Transfer Agreement may contain provisions: (a) assigning to the Transferee any obligations that otherwise would not relate to the Transferred Property (provided the Transferee expressly assumes all such obligations); (b) releasing the Transferee from any obligations that otherwise could relate to the Transferred Property; (c) reserving to the Transferring Party certain rights that relate to the Transferred Property and otherwise would be assigned in the Assignment and Assumption Agreement; (d) assigning to the Transferee any of the Transferring Party's other rights hereunder; and (e) defining and describing the extent to which the Transferee will be deemed to be a "Developer" hereunder. To the extent a Transfer Agreement reserves obligations to the Transferring Party that otherwise would be allocable to the Transferred Property, the Transferee shall have no liability with respect to such reserved obligations and the Transferring Party shall remain liable with respect thereto. To the extent a Transfer Agreement delegates obligations to a Transferee that otherwise would not be allocable to the Transferred Property, the Transferee shall be liable for the performance of such delegated obligations on and after the Transfer Date and the Transferring Party shall have no further liability with respect thereto. Such Transfer Agreement shall not be binding upon or amend the City's rights or obligations under this Agreement unless the City agrees to such assignment of rights and obligations in writing. The City's agreement shall not be unreasonably withheld.

11.3 Non-Assuming Transferees. The burdens, obligations, and duties of Transferring Party under this Agreement shall terminate with respect to, and neither a Transfer Agreement nor the City's consent shall be required in connection with, any single residential parcel conveyed to a purchaser. The Transferee in such a transaction and its successors shall be deemed to have no obligations under this Agreement, but shall continue to benefit from the vested rights provided by this Agreement for the duration of the Term.

11.4 Liability for Default. No Transferee shall be liable for the default of any other Party or Transferee under this Agreement, and no Party shall be liable for the default under this Agreement of any other Party or Transferee. The default under this Agreement by any Party or its Transferee shall not entitle the City to modify or terminate this Agreement, or otherwise affect any rights hereunder, with respect to any portion of the Project Site other than that portion that is owned or leased by the Party in default.

11.5 Covenants Run with the Land; Binding Effect. Subject to the terms, conditions and exceptions set forth in this Section 11 and elsewhere in this Agreement, this Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Parties' respective successors and assigns (including without limitation all Transferees). This Agreement shall terminate with respect to any other lot, and such lot shall be released and no longer be subject to this Agreement, without the recordation of any further document, when a certificate of occupancy has been issued for the building(s) on the lot.

Section 12. Lender Protection.

12.1 Developer's Right to Mortgage. Developer and its respective successors and assigns, shall have the right, at any time and from time to time during the Term of this Agreement, to grant mortgages, deeds of trust, security agreements, assignments and other like security instruments encumbering all or any portion of the Project Site owned by such Party and such Party's rights under this Agreement (collectively, the "*Mortgages*") as security for one or more loans, and the holders of any such Mortgages (the "*Lender*") shall have the rights and benefits contained in this Section 12.

12.2 No Impairment of Development Agreement to Mortgage. No default by Developer (or any Transferee) under this Agreement shall subordinate, invalidate or defeat the lien of any Mortgage. Neither a breach of any obligation secured by any Mortgage or other lien against the mortgaged interest, nor a judicial foreclosure, trustee's sale or acceptance of a deed in lieu of foreclosure (a "*Foreclosure*") under any Mortgage or other lien, shall defeat, diminish, render invalid or unenforceable or otherwise impair Developer's rights or obligations, or constitute a default, under this Agreement.

12.3 Exercise of Lender's Remedies. In no event shall a Foreclosure or other exercise by a Lender of its pre- or post-Foreclosure rights in connection with a Mortgage require any consent or approval by the City.

12.4 Lender's Obligations with Respect to the Property. Notwithstanding anything to the contrary in this Agreement, no Lender shall have any obligations or other liabilities under this Agreement unless and until the Lender acquires title to the portion of the Project Site that was subject to the Mortgage. Without limiting the foregoing, no Lender shall have any obligations or other liabilities under this Agreement solely because it holds a Mortgage, or an interest in any Party or Transferee.

12.5 Notice and Cure Right. If a Lender so requests in writing, the City shall deliver a copy of any notice of default or determination of noncompliance to the Lender concurrently with its delivery of any such notice to Developer: A delay or failure by the City to provide the notice required by this Section 12.5 shall not be the basis for any damages claim by the Lender, but shall extend, for the number of days until notice is given, the time allowed to the Lender for cure, and shall delay for the same period of time the exercise by the City of its rights with respect to the event of default or finding of noncompliance that is the subject of the notice. Any Lender shall have the same period as Developer in which to remedy or cause to be remedied any event of default, plus an additional period of: (a) 30 days to cure a monetary event of default; and (b) 60 days (or such longer period as may be reasonably necessary under the circumstances) to cure a non-monetary event of default which is susceptible of cure by the Lender without obtaining title to the applicable property. Upon the curing of any event of default by a Lender, the City's right to declare a default, terminate this Agreement or pursue any other rights or remedies with respect to the cured event of default shall terminate; provided, however, that the City's rights and remedies with regard to any other event of default shall not be affected.

Section 13. Default, Remedies and Termination.

13.1 General Provisions. In the event of default or breach of this Agreement or of any of its terms or conditions, the Party alleging such default or breach shall give the defaulting Party not less than thirty (30) days notice of default in writing, unless the Parties extend such time by mutual agreement in writing. The time of notice shall be measured from the date actually delivered in accordance with Section 14.2. The notice of default shall specify the nature of the alleged default, and, where appropriate, the manner and period of time in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such 30-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. During any period of curing, the Party charged shall not be considered in default for the purposes of termination or institution of legal proceedings. If the default is cured, then no default shall exist or be deemed to have existed and the noticing Party shall take no further action.

(a) **Option to Institute Legal Proceedings or to Terminate.** After proper notice and expiration of the cure period, the noticing Party, at its option, may institute legal proceedings or give notice of intent to terminate this Agreement pursuant to Government Code section 65868. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council, in the manner set forth in Government Code sections 65867 and 65868, as amended.

(b) **Notice of Termination.** Following consideration of the evidence presented before the City Council, any Party alleging a default by any other Party may, at its option, give written notice of termination of this Agreement to the other Parties by certified mail. Written notice of termination of this Agreement shall be effective immediately upon delivery to the defaulting Party and the other Parties.

(c) **Waiver.** Failure or delay in giving notice of default pursuant to this Section 13 shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of such rights or remedies or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

13.2 Enforced Delay; Extension of Time of Performance. Notwithstanding anything to the contrary contained herein, no Party shall be deemed to be in default where delays in performance or failures to perform are due to wars, insurrections, acts of terrorism, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, enactment of conflicting State or federal laws or regulations, new or supplemental environmental regulations, or other similar reasons for excused performance which are not within the reasonable control of the Party to be excused. At the request of any Party, an extension of time for such cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

13.3 Remedies. In the event of a material default, either Party may institute a legal action to cure, correct or remedy the default, enforce any obligation, enjoin any threatened or

attempted violation, enforce the terms of this Agreement by specific performance or obtain any other remedy consistent with this Agreement. Except as otherwise provided in the following sentence, in no event shall any Party be entitled to recover monetary damages from any other Party arising out of a default under this Agreement, the Parties agreeing that declaratory and injunctive relief, mandate and specific performance shall be the Parties' exclusive judicial remedies for a breach of this Agreement. Nothing in this section shall be deemed to limit any Party's rights under the Tort Claims Act. For purposes of instituting a legal action under this Agreement, any City Council determination under this Agreement shall be deemed a final agency action. In no event may the City modify this Agreement as a result of an event of default by Developer without Developer's consent.

Section 14. Miscellaneous.

14.1 Developer's Obligations; Construction. Notwithstanding anything elsewhere in this Agreement to the contrary, although the term "Developer" is used singly or collectively herein to refer to one or more Developers, this Agreement does not impose joint liability on any of the Developer parties, and any presumptions contained in Civil Code sections 1659 and 1660 shall not apply to this Agreement. Without limiting the generality of the foregoing: (a) each of Casden Oxnard and Casden Oxnard Vineyard Avenue and their respective successors and assigns shall be singly and severally liable solely for the performance of its own obligations under this Agreement with respect to its particular portion of the Project Site only; (b) no Developer party shall have any liability to the City for any other Developer party's acts, omissions or performance of its respective obligations under this Agreement; (c) a default by one Developer party shall not be deemed a default on the part of any other Developer party; (d) in the event of a default by one Developer party, this Agreement shall not be terminated, nor any of the Project Approvals otherwise affected, with respect to any Developer party or portion of the Project Site except for the Developer party who is in default and the portion of the Project Site owned by such Developer party; and (e) Developer parties who are not in default shall have no liability, including without limitation any liability for any attorneys' fees, costs or other expenses, arising in connection with the City's enforcement of this Agreement against any Developer party who is in default.

14.2 Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person, sent by certified mail, postage prepaid or sent by a nationally recognized overnight courier that provides documentation of delivery.

Notices to City shall be addressed as follows:

City of Oxnard
300 West Third Street
Oxnard, CA 93030
Attn: City Manager

With a copy to:

City of Oxnard
300 West Third Street

Oxnard, CA 93030
Attn: City Attorney

Notices to Developer shall be addressed as follows:

Casden Oxnard LLC
9090 Wilshire Boulevard, Third Floor
Beverly Hills, CA 30211
Attn: Andrew J. Starrels, Esq.

Casden Oxnard Vineyard Avenue LLC
9090 Wilshire Boulevard, Third Floor
Beverly Hills, CA 30211
Attn: Andrew J. Starrels, Esq.

With a copy to:

Manatt, Phelps & Phillips, LLP
11355 W. Olympic Boulevard
Los Angeles, CA 90064
Attn: Robert M. Eller, Esq.

A Party may change its address by giving notice in writing to the other Party in the manner provided above. Thereafter, notices, demands and other correspondence pertinent to this Agreement shall be addressed and transmitted to the new address.

14.3 Rules of Construction. The singular includes the plural, and the plural includes the singular; "shall" is mandatory, and "may" is permissive. Section headings are for reference purposes only and shall not be used to interpret this Agreement. Section references shall be deemed to refer to sections of this Agreement unless otherwise specified.

14.4 Severability. The Parties hereto agree that the provisions of this Agreement are severable. If any provision of this Agreement is held invalid, the remainder of this Agreement shall be effective and shall remain in full force and effect unless amended or modified by mutual consent of the Parties.

14.5 Estoppel Certificate. Within ten (10) business days following a written request by Developer, the City shall execute and deliver to the requesting Developer a statement (an "estoppel certificate") certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the City alleges that specified (date and nature) defaults exist. The estoppel certificate shall also provide any other reasonable information requested. The failure to timely deliver a requested estoppel certificate shall constitute a conclusive presumption that this Agreement is in full force and effect without modification, except as may be represented by the requesting Developer, and that there are no uncured defaults in the performance of the requesting Developer, except as may be represented by the requesting Developer. The requesting Developer shall pay to City all reasonable administrative costs incurred by City in connection

with the issuance of estoppel certificates under this Section prior to City's issuance of such certificates.

14.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed to be an original.

14.7 Further Action. Each Party agrees to take all further actions reasonably necessary to implement this Agreement.

14.8 Project is a Private Undertaking. The Parties specifically understand and agree that: (a) the Project is a private development; (b) the City has no interest or responsibility for or duty to third parties concerning any improvements until such time and only until such time as the City accepts the same pursuant to the provisions of this Agreement or in connection with any subdivision map approvals; (c) Developer shall have full power over and exclusive control of the Project and the Project Site subject only to the limitations and obligations of Developer under this Agreement; and (d) the contractual relationship between the City and Developer is such that Developer is an independent developer and not an agent of or joint venturer with the City.

14.9 Governing Law; Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California. If legal action by any Party is brought against any other Party because of an alleged default under this Agreement, or to enforce a provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and court costs.

Attorneys' fees under this Section shall include attorneys' fees on any appeal and, in addition, a Party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party in any lawsuit shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

14.10 Time of Essence. Time is of the essence of this Agreement.

14.11 Entire Agreement, Waivers, Amendments. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. To the extent that there are conflicts or inconsistencies between this Agreement and any prior agreement, subdivision map approval, or other permit or approval, the provisions of this Agreement shall prevail. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the City and Developer. All amendments shall be in writing, signed by the appropriate authorities of the City and Developer, and recorded in the Official Records of Ventura County, California. Upon the completion of performance of this Agreement or its earlier revocation and termination, a statement evidencing said completion or revocation signed by the appropriate agents of Developer and the City shall be recorded in the Official Records of Ventura County, California.

14.12 Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

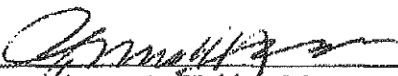
Exhibit A	Legal Description of Townhomes Site
Exhibit B	Legal Description of Vineyard and Ventura Site
Exhibit C	Landscaped Bicycle and Pedestrian Facilities
Exhibit D	Linear Parkway/Access Road
Exhibit E	Purchase and Sale Agreement
Exhibit F	Form of Agreement to Fund Landscape Maintenance
Exhibit G	Covanta Energy Plant
Exhibit H	Off-Site Improvements

14.13 Recordation of Agreement. No later than ten (10) days after the effective date of the Ordinance adopting this Agreement, the City Clerk shall record an executed original of this Agreement in the Official Records of the County of Ventura. The failure of the City to sign and/or record this Agreement shall not affect the validity of and binding obligations set forth within this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first written above.

CITY:

CITY OF OXNARD,
a municipal corporation

By: 
Dr. Thomas E. Holden, Mayor

ATTEST

Daniel Martinez, City Clerk

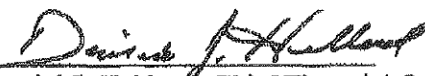
APPROVED AS TO FORM:

Alan Holmberg, Acting City Attorney

DEVELOPER:

CASDEN OXNARD LLC,
a Delaware limited liability company

By: Casden Properties LLC,
a Delaware limited liability company,
its sole member

By: 
Daniel J. Hubbard, Chief Financial Officer

CASDEN OXNARD VINEYARD AVENUE
LLC,
a Delaware limited liability company

By: Casden Properties LLC,
a Delaware limited liability company,
its sole member

By: 
Daniel J. Hubbard, Chief Financial Officer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On March 20, 2009

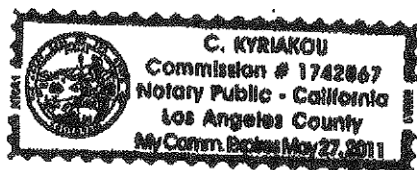
Date

before me, C. Kyriakou

Notary Public

personally appeared Daniel J. Hubbard

(Name(s) of Signer(s))



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

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

WITNESS my hand and official seal.

Signature C. Kyriakou

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXHIBIT A

LEGAL DESCRIPTION OF TOWNHOMES SITE

Lot 43 of Tract No. 5032, in the city of Oxnard, county of Ventura, State of California, as per map recorded in Book 145, Pages 7 to 12 inclusive of maps, in the office of the county recorder of said county.

Except therefrom all oil, gas, minerals, and other hydrocarbon substances in, on and under said real property; but, however, without the right of surface or subsurface entry above the depth of 500 feet measured vertically from the surface.

EXHIBIT B

LEGAL DESCRIPTION OF VINEYARD AND VENTURA SITE

Lot 34 and 36 of Tract No. 5032, in the city of Oxnard, county of Ventura, State of California, as per map recorded in Book 145, Pages 7 to 12 inclusive of Maps, in the office of the county recorder of said county.

Except all oil, gas, minerals and other hydrocarbon substances in and under a portion of said land, but without the right of surface entry or subsurface entry above the depth of 500 feet measured vertically from the surface as reserved in deeds of record.

A part of Subdivision 7 of the Rancho El Rio De Santa Clara O'La Colonia, partly in the City of Oxnard, in the County of Ventura, State of California, as per partition map filed in the office of the County Clerk of said County in that certain action entitled "Thomas A. Scott, et al., Pliffs. vs. Rafael Gonzales, et al., Defts.", said real property particularly described as follows:

Beginning at a point in the westerly line of Ventura Road, 60 feet wide, as shown on said map at the southeasterly corner of the land described in deed to City of Oxnard, recorded January 21, 1966 as Document No. 3970, in book 2932, page 7 of Official Records; thence along Westerly line of Ventura Road,

- 1st: South 2781.48 feet, more or less, to the Northeasterly corner of Tract 1809-1, as per Map recorded in book 46, page 47 of Miscellaneous Records in the Office of the County Recorder of said County; thence along the Northerly line of said Tract 1809-1 and its Westerly prolongation,
- 2nd: South 89° 57' 11" West 1459.44 feet, more or less, to a point in the Easterly line of the land described in the deed to Arthur Connally dated December 1, 1886 and recorded in book 19, page 120 of Deeds; thence along said Easterly line to and along the Easterly line of the land described in the deed to the City of Oxnard recorded May 27, 1968, as Document No. 26341, in book 3309, page 522 of Official Records.
- 3rd: North 1845.00 feet, more or less, to the southwesterly corner of the hereinbefore mentioned land of the City of Oxnard; thence along the Southerly line of said land,
- 4th: North 58° 47' 27" East 1726.31 feet, more or less, to the Point of Beginning.

EXCEPT that portion lying Southerly of the Northerly line of Vineyard Avenue, as set forth in instrument recorded November 10, 1983, as Document No. 128420 of Official Records.

ALSO EXCEPT that portion as granted to the City of Oxnard, County of Ventura, State of California, in a deed recorded December 18, 1985, as Document No. 144776 of Official Records.

ALSO EXCEPT that portion as granted to the City of Oxnard, a Municipal Corporation, in a deed recorded December 16, 1985 as Instrument No. 85-144776 of official Records.

EXHIBIT C
LANDSCAPED BICYCLE AND PEDESTRIAN FACILITIES

41156287.20

27

EXHIBIT C

**PUBLIC OPEN SPACE PLAN
VINEYARD AVENUE
&
VENTURA ROAD**

FOR:
CASDEN PROPERTIES, LLC
CITY OF COMBRO, CALIFORNIA

PUBLIC OPEN SPACE

UNRECORDED BICYCLE AND
PEDESTRIAN PATHWAY
(2' MIN. WID. 12' MIN. TURN)

**57,500 SQ. FT.
(1.32 ACRES)**

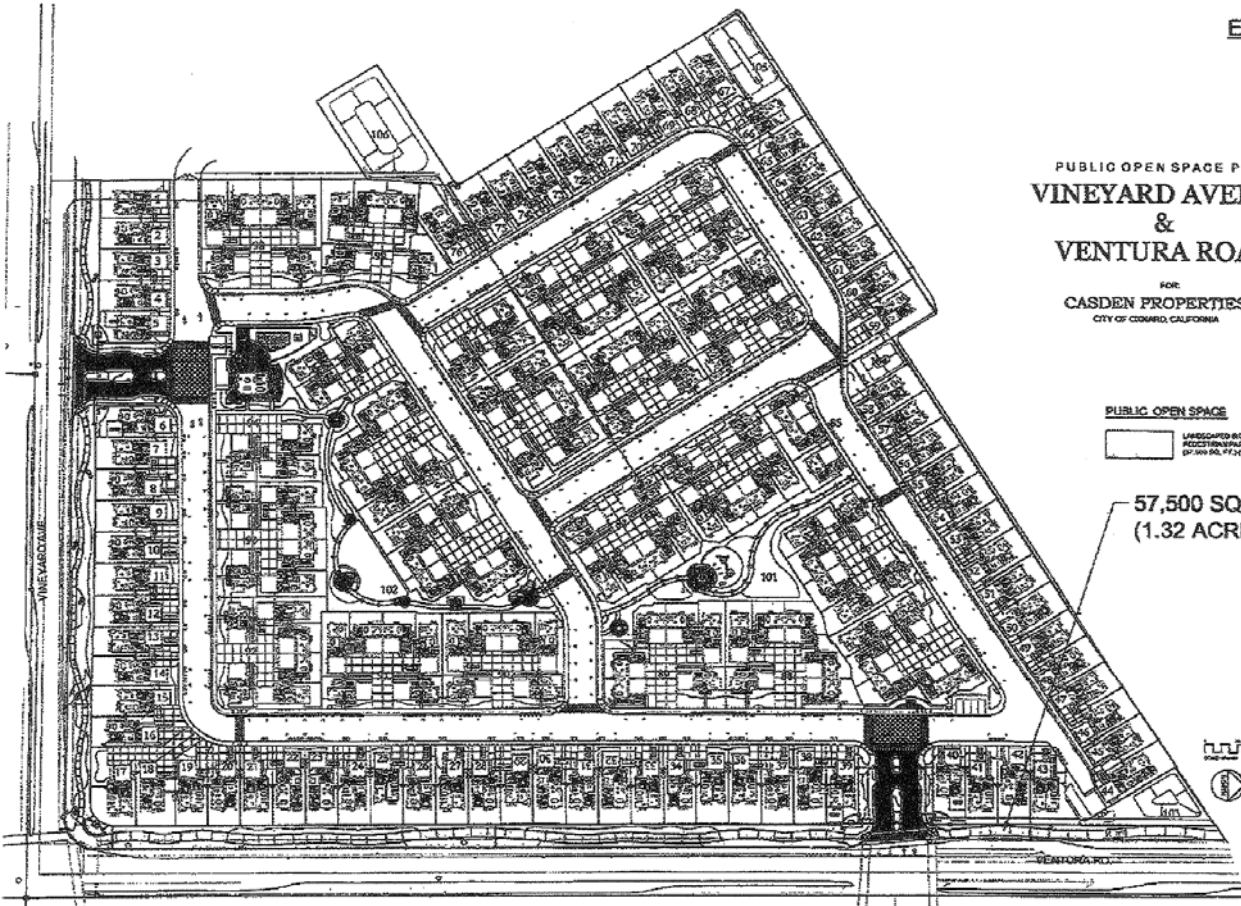


EXHIBIT D
LINEAR PARKWAY/ACCESS ROAD

41156287.20

28

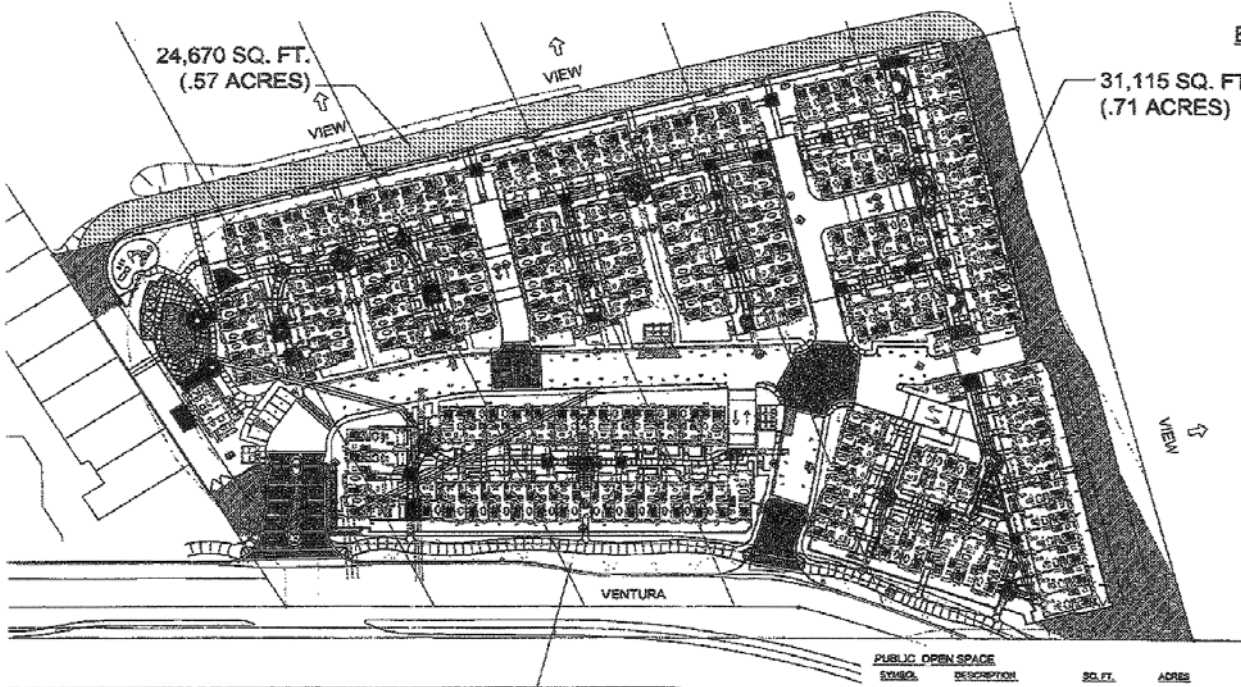


EXHIBIT D



PUBLIC OPEN SPACE PLAN
TOWN HOMES, VENTURA ROAD
OXNARD, CALIFORNIA
for
CADDEN PROPERTIES, LLC
9000 Wilshire Blvd., Beverly Hills, CA 90211 • (310) 274-6550

PUBLIC OPEN SPACE			
SYMBOL	DESCRIPTION	SQ. FT.	ACRES
[Pattern]	LINEAR PARKWAY / ACCESS ROAD ON-SITE	31,115 SQ. FT.	.71 ACRES
[Pattern]	LINEAR PARKWAY / ACCESS ROAD OFF-SITE	24,670 SQ. FT.	.57 ACRES
[Pattern]	LANDSCAPED BICYCLE & PEDESTRIAN PARKWAY	20,701 SQ. FT.	.48 ACRES
	TOTAL	76,486 SQ. FT.	1.76 ACRES



EXHIBIT E
PURCHASE AND SALE AGREEMENT

41156287.20

29

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

To: First American Title Insurance Company
 Attn: Barbara Laffer
 520 North Central Ave., 8th Floor
 Glendale, California 91203

This Purchase and Sale Agreement and Escrow Instructions ("Agreement") is made and entered into as of November 28, 2006, between Casden Oxnard, LLC ("Buyer"), and the City of Oxnard ("Seller" or "City"). The parties agree as follows:

1. Definitions. As used in this Agreement, the terms set forth below shall have the following meanings:

"Affiliate" means any Person (a) which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, another Person of (b) five percent (5%) or more of the voting securities or equity interests of which is held beneficially or of record by another Person. For purposes of this definition, the term "control" means the possession, directly or indirectly, of the power to cause the direction of the management and policies of a Person, whether through the ownership of voting securities or equity interests, by contract, by family relationship or otherwise.

"Agreement" has the meaning set forth in the first paragraph of this Agreement.

"Authorities" means the governmental and quasi-governmental bodies and agencies having jurisdiction over the Property, including, without limitation, the County, courts, special taxing districts, administrative tribunals and public and private utilities.

"Buyer" has the meaning set forth in the first paragraph of this Agreement.

"Buyer's Title Policy" means the policy of title insurance described in Section 7 [entitled "Title Insurance"].

"City" means the City of Oxnard, California.

"Contracts" means all leases, rental and other occupancy agreements, purchase and sale agreements, options and service, maintenance, architect, engineer, consultant, construction and other agreements of any nature affecting or relating to the Property (a) to which Seller is a party, by which Seller is bound or which are binding on or benefit the Property or Seller and (b) which will be in effect on and/or after the Close of Escrow. An agreement shall be deemed to be in effect on and/or after the Close of Escrow if any right or any obligation of any

EXHIBIT "E"

party under such agreement remains on and/or after the Close of Escrow to be exercised or performed, respectively (such as surviving indemnifications, warranties and guaranties).

"County" means the County of Ventura, California.

"Default" means each of the events so designated in Section 17.1 [entitled "Events of Default"].

"Deposits" has the meaning set forth in Section 5.1 [entitled "Deposits"].

"Disclosure Report" means a property disclosure report containing the natural hazard disclosures, if any, which may be required to be made by Seller under California Public Resources Code Section 2621.9(a) (Earthquake Fault Zone), California Public Resources Code Section 2694(a) (Seismic Hazard Zone), California Government Code Section 8589.3(a) (Special Flood Hazard Area), or California Government Code Section 8589.4(a) (Area of Potential Flooding).

"Due Diligence Period" means the period commencing on the Escrow Date and ending on January 8, 2007.

"Entitlements" means approval of a general and specific plan amendment, environmental impact report certification, approvals, and other entitlements, including, but not limited to the Tentative Map (but not the Final Map) necessary to develop the Property and Buyer Vineyard Avenue site, which is described on Exhibit B, as well as such entitlements as may be necessary and required to permit the development of the 10-acre site, the 4-acre site and Buyer's original Vineyard Avenue site with 161 residential units.

"Escrow" means the above described Escrow to be opened with the Escrow Holder or, in the event Escrow Holder ceases to exist or fails or refuses to act as Escrow Holder for the transactions contemplated by this Agreement, any other escrow with an Escrow Holder selected by Seller and Buyer which is not affiliated with either party.

"Escrow Date" has the meaning set forth in Section 5 [entitled "Payment of Purchase Price"].

"Escrow Holder" means First American Title Insurance Company, 520 North Central Ave., 8th Floor, Glendale, California 91203, Telephone (818) 550-2521, Attn: Barbara Laffer. In the event such corporation ceases to exist or fails or refuses to act as Escrow Holder for the transactions contemplated by this Agreement, any other Escrow Holder selected by Seller and Buyer which is not affiliated with either party.

"Grant Deed" means the grant deed described in Section 6.1 [entitled "Title and Grant Deed"], which shall be in a form customarily used by the Title Company for similar transactions.

"Hazardous Material" means (a) any "hazardous substance" as defined in § 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of

EXHIBIT "E"

1980, as amended from time to time [42 U.S.C. §§ 9601 et seq.]; (b) petroleum and petroleum products (including, without limitation, crude oil, natural gas, natural gas liquids, liquefied natural gas and synthetic gas); (c) polychlorinated biphenols (PCBs); (d) asbestos; (e) urea formaldehyde; (f) radon gas; (g) methane; and (h) any additional substances, materials or waste which are classified or considered to be hazardous or toxic under the Laws of California or any other applicable Laws.

"Hazardous Material Laws" means all Laws, orders, licenses and permits relating to Hazardous Material.

"Laws" means all federal, state and local laws, rules, regulations, ordinances and codes. The term "Laws" includes Hazardous Material Laws.

"Person" means any entity, whether an individual, trustee, corporation, partnership, joint stock company, trust, unincorporated organization, bank, business association or firm or otherwise.

"Plans and Reports" means all plans (including architectural and civil), specifications, engineering, soils, geologic, seismic and Hazardous Material reports, surveys, appraisals, budgets, proformas, business plans, forecasts, opinions, financial and other records and other documents (other than Contracts and Entitlements) pertaining or relating to the condition, construction, reconstruction, development, maintenance, repair, clean-up, investigation, management, ownership or operation of the Property which are within the possession of, under the control of, reasonably available to or paid for by Seller or an Affiliate of Seller.

"Property" means the real property and all improvements contained thereon located in the City and County consisting of approximately 14.22 acres, as more particularly described in Exhibit A. The Property consists of a 9.54-acre parcel, so described on Exhibit A and referenced to herein as the "10-acre site" and a 4.68-acre parcel so described on Exhibit A and referenced to herein as the "4-acre site."

"Purchase Price" means the purchase price for the Property specified in Section 4 [entitled "Purchase Price"].

"Seller" has the meaning set forth in the first paragraph of this Agreement.

"Survey" has the meaning set forth in Section 8.3.3 [entitled "Title"].

"Tentative Map" or "Tentative Maps" means an approved Tentative Subdivision Map(s) as described in Section 15-15 of the City of Oxnard City Code subject to lawful terms and conditions of development.

"Title Company" means First American Title Insurance Company, 520 North Central Ave., 8th Floor, Glendale, California 91203, Telephone (818) 242-5802, Attn: Anthony Rivera.

"Title Report" has the meaning set forth in Section 8.3.3 [entitled "Title"].

EXHIBIT "E"

2. Recitals.

2.1 Ownership of Property. Seller is the fee owner of the Property.

3. Purchase and Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property upon the terms set forth in this Agreement.

4. Purchase Price. The base purchase price for the Property shall be Twenty-three Million Eight Hundred Ninety-eight Thousand Dollars (\$23,898,000) ("Base Purchase Price"), which is based upon Entitlements being obtained for (a) one hundred and forty-three (143) units on the 10-acre site, and (b) forty (40) units on the 4-acre site ("Base Requirements"). The Base Purchase Price shall be adjusted by an amount ("Adjustment Amount") determined based on the Entitlements obtained for the 10-acre site and the 4-acre site, as follows:

(1) if the Entitlements obtained for the 10-acre site differ from the Base Requirements for the 10-acre site, then the Base Purchase Price shall be adjusted by multiplying the difference between the number of entitled units for the 10-acre site and one hundred and forty-three (143) by \$143,791 and (i) adding the lesser of that number or \$2,013,074 to the Base Purchase Price if the number of entitled units for the 10-acre site is greater than one hundred and forty-three (143), or (ii) subtracting the lesser of that number or \$2,013,074 from the Base Purchase Price if the number of entitled units for the 10-acre site is less than one hundred and forty-three (143); and

(2) if the Entitlements obtained for the 4-acre site differ from the Base Requirements for the 4-acre site, then the Purchase Price shall be adjusted by multiplying the difference between the number of entitled units for the 4-acre site and forty (40) by \$200,000 and (x) adding the lesser of that number or \$800,000 to the Base Purchase Price if the number of entitled units for the 4-acre site is greater than forty (40), or (y) subtracting the lesser of that number or \$800,000 from the Base Purchase Price if the number of entitled units for the 4-acre site is less than forty (40).

Based on the foregoing, the minimum Purchase Price shall be \$21,084,926 and the maximum Purchase Price shall be \$26,711,074. If the Entitlements obtained for the 10-acre site and the 4-acre site do not differ from the Base Requirements, then the Adjustment Amount shall be zero.

5. Payment of Purchase Price. Subject to the terms of this Agreement, the Purchase Price shall be payable by Buyer to Seller as follows:

5.1 Deposit. Upon execution of this Agreement by Buyer and Seller and on the opening of the Escrow (the "Escrow Date"), Buyer shall deposit into Escrow cash or other immediately available funds in the amount of Five Hundred Thousand Dollars (\$500,000) (the "Deposit"). The Deposit shall be held by Escrow Holder in an interest-bearing FDIC insured money-market account, at the prevailing rate of interest, on terms and conditions acceptable to

EXHIBIT "E"

Buyer. The Deposit shall become nonrefundable on the next business day following the expiration of the Due Diligence Period, unless (1) this Agreement is timely terminated (or deemed terminated) pursuant to Section 8.3 on or before the last day of the Due Diligence Period, (2) unless Seller is in Default hereunder, or (3) as otherwise set forth herein. If this Agreement is terminated (or deemed terminated) on or before the last day of the Due Diligence Period pursuant to Section 8.3 of this Agreement, then the Deposit plus all interest accrued thereon shall promptly be returned to Buyer. If this transaction closes as provided herein, the Deposit plus all interest accrued thereon shall apply towards the Purchase Price at the Close of Escrow. If this Agreement is not terminated or deemed terminated prior to the expiration of the Due Diligence period and thereafter, this transaction does not close for any reason other than a Default by Seller or a failure of the conditions set forth in and as provided in Sections 8.3.1, 8.3.2, 8.3.3, 8.3.5 or 8.3.6, Seller shall be entitled to retain the sum of two hundred fifty thousand dollars (\$250,000) of the Deposit. Escrow Holder shall immediately upon demand remit the same to Seller. The remainder of the Deposit, and any interest thereon, shall be returned to Buyer. In the event that the conditions to Close of Escrow set forth in Section 8.3 are satisfied, Seller is not in default hereunder, and Buyer fails to take action necessary to close Escrow by the Closing Date, Seller shall be entitled to receive the entire Deposit, together with all interest thereon and Escrow Holder shall upon demand immediately remit the same to Seller.

5.2 Balance of Purchase Price. On or before the Close of Escrow, Buyer shall deposit into Escrow cash or other immediately available funds in an amount equal to the Purchase Price, less the Deposit (plus interest accrued thereon).

6. Condition of Title, Conveyances and Assignment; As Is Sale.

6.1 Title and Grant Deed. At the Close of Escrow, Seller shall convey fee simple title to the Property to Buyer by Grant Deed, subject only to (a) real property taxes not then delinquent, (b) matters of title approved by Buyer pursuant to Section 8.3.3 [entitled "Title"] and (c) matters affecting the condition of title to the Property created by or with the written consent of Buyer (including, without limitation, the lien of any trust deed securing a loan obtained by Buyer to purchase the Property). Neither title to nor possession of the Property shall pass to Buyer until the Close of Escrow.

6.2 Title Insurance. Delivery of title in accordance with the foregoing shall be evidenced by, and a condition to Buyer's obligations to close hereunder shall be, the irrevocable commitment of the Title Company to issue, at Closing, its Owner's ALTA Extended Coverage Policy of Title Insurance in the amount of the Purchase Price showing title to the Property vested in Buyer (or Buyer's assignee) as provided in Section 6.1 ("Buyer's Title Policy"). Buyer's Title Policy may contain such endorsements as are reasonably required by Buyer, provided that Buyer shall have obtained the commitment of the Title Company to issue such endorsements prior to the expiration of the Due Diligence Period, as applicable. Seller shall pay for the portion of the cost of the Buyer's Title Policy attributable to CLTA coverage, and Buyer shall pay for the portion of the cost of the Buyer's Title Policy attributed to ALTA extended coverage, including the expense of the Survey, and to all such endorsements. Seller shall execute and deliver to Title Company any such certificates, instruments and/or affidavits as Title Company shall reasonably require in order to issue Buyer's Title Policy.

EXHIBIT "E"

7. As Is Sale.

7.1 Condition of Property. The sale of the Property is "as-is", with all faults. Seller discloses and Buyer acknowledges that the Property has been used as a dumpsite and that the Property has environmental impairments and is subject to oversight by regulatory agencies. The Purchase Price has been negotiated with consideration of the uncertainties existing because of environmental issues. Buyer has investigated the Property, and Buyer accepts the Property with all impairments, including impairments resulting from the Property's use as a dumpsite. The Purchase Price has been negotiated with due consideration of known conditions and awareness of uncertainty as to all unknown conditions. Buyer shall have no remedy against or recourse to Seller for any condition of the Property, including the existence of Hazardous Materials, ground water contamination, soil contamination, soil instability, the unsuitability of the soil for Seller's intended purposes, or any other condition whatsoever.

7.2 Environmental Indemnity.

7.2.1. Buyer is purchasing the Property to develop residences thereon. After the Entitlements are obtained, Buyer intends to promptly remediate all environmental impairments existing on the Property and to place the Property in a condition fit for residential purposes. Buyer intends to accomplish such remediation in accordance with all applicable laws, regulations, and standards governing remediation of the Property and to accomplish the work of remediation using a degree of care appropriate in view of the residential development contemplated on the Property. Accordingly, subject to the terms and provisions of Section 7.2.2, Buyer agrees to indemnify, hold harmless and defend Seller, its City Council and each member thereof, and every officer, employee, representative or agent of the Seller from all liability, claims, demands, actions (whether in contract or tort, including injury, death at any time, or property damage), costs and financial loss, including all expenses and fees of litigation and arbitration that derive directly or indirectly from any claims relating in any way to the condition of the Property from and after the Close of Escrow.

7.2.2. Notwithstanding the provisions of Section 7.2.1 hereinabove or anything in this Agreement to the contrary, Buyer shall have no obligation to indemnify Seller its City Council or any member, officer, employee, representative or agent of the Seller for any liability, claims, demands, actions (whether in contract or tort, including injury, death at any time, or property damage), costs and financial loss, including all expenses and fees of litigation and arbitration that derive directly or indirectly from (i) any incident, occurrence or event occurring prior to the Close of Escrow and relating to the condition of the Property at any time prior to the Close of Escrow, or (ii) the condition of any property adjacent to the Property prior to the Close of Escrow (including, but not limited to any condition on the Property that may be caused by or attributable to any migration of contaminants to the Property from any property adjacent to the Property that have occurred prior to the Close of Escrow).

8. Escrow and Conditions.

8.1 Opening of Escrow and Escrow Instructions. Buyer and Seller promptly shall cause Escrow to be opened for the consummation of the transactions contemplated by this

EXHIBIT "E"

Agreement by delivering a fully executed copy of this Agreement to the Escrow Holder. This Agreement shall constitute instructions to the Escrow Holder with respect to such transactions. The Escrow Holder immediately shall notify Buyer and Seller of the Escrow Date. Buyer and Seller shall execute such additional escrow instructions as reasonably may be required to consummate the transactions contemplated by this Agreement and as Buyer and Seller may approve, which approval shall not be unreasonably withheld. To the extent such additional Escrow instructions conflict with any provisions of this Agreement, the provisions of this Agreement shall control, unless such additional escrow instructions specifically states to the contrary and satisfies Section 19.6. Seller shall cause Escrow Holder to obtain and provide to Buyer prior to the expiration of the tenth (10th) business day after the Escrow Date, at Seller's expense, a Disclosure Report.

8.2 Close of Escrow. For purposes of this Agreement, Close of Escrow shall be deemed to be the date that the Grant Deed is recorded in the Official Records of the County.

8.2.1 Closing Date. Subject to Section 8.6, Close of Escrow shall occur upon the earlier to occur of (i) the date that is twenty (20) days after the date on which the Entitlements are obtained, or (ii) March 14, 2008 (the "Closing Date"). The Closing Date may be extended by the mutual written agreement of Seller and Buyer. If escrow does not close on or before March 14, 2008 or mutually agreed upon later date, this escrow shall, upon written request of either Party, be cancelled and the obligations of the parties shall be only as stated in this Agreement. In the case of such termination, each Party shall bear one half the cost of escrow. The City Manager may act on behalf of City to extend the Close of Escrow.

8.2.2 Alternative Closing Date. In the alternative, and at Buyer's option, in its sole and absolute discretion, Buyer may pay the Base Purchase Price at any time on or prior to January 10, 2007, in which case Escrow shall close upon payment of the Base Purchase Price, and the provisions of Section 17 shall be in effect. If, for any reason, Buyer chooses to close Escrow after January 10, 2007 and prior to obtaining the Entitlements, the provisions of Section 17 shall not be in effect. Buyer's election to close escrow on or before January 10, 2007 shall be evidence that all conditions to the Close of Escrow (except for the conditions described in Section 8.3.7) have been met or waived; provided, however, that nothing herein impairs or affects Buyer's rights under Section 17.

8.3 Buyer's Conditions to Close of Escrow. The Close of Escrow and Buyer's obligations to close Escrow under this Agreement are subject to the satisfaction or waiver, not later than Close of Escrow (unless otherwise provided), of the following conditions (and certain of the obligations of the parties with respect to such conditions are as follows):

8.3.1 Seller's Representations. Seller's representations and warranties set forth in Section 15 [entitled "Seller's Representations and Warranties"] shall be true and correct as of the date of this Agreement and as of the Close of Escrow.

8.3.2 Seller's Deliveries and Default. Seller shall have delivered to Buyer and Escrow Holder all documents required to be delivered by Seller to Buyer and Escrow Holder, respectively, pursuant to the terms of this Agreement and Seller shall not be in Default

EXHIBIT "E"

under the terms of this Agreement and no event shall have occurred which would constitute a Default by Seller under the terms of this Agreement but for the requirement that notice be given or time elapse or both.

8.3.3 Title. The legal description of the Property and any matters of title affecting the Property shall have been approved by Buyer or shall have been approved within the time periods and as specified in this Section 8.3.3. Within ten (10) business days after the opening of Escrow, Seller shall cause the Title Company to prepare and deliver to Buyer a current preliminary title report with respect to the Property prepared on the basis that an ALTA Extended Coverage Owner's Policy of Title Insurance will be issued ("Title Report") and complete and legible copies of all documents and a plot of all easements reflected as exceptions in the Title Report. The Title Report and such documents and plot shall be referred to collectively in this Section as the "Title Documents." At the sole discretion of Buyer, Buyer may, at its cost and expense, cause a survey of the Property to be prepared by a surveyor acceptable to Buyer ("Survey"). Buyer shall have until twenty (20) days prior to the date that the Due Diligence Period ends ("Buyer's Notice Date") within which to give Seller and Escrow Holder written notice ("Buyer's Notice") of Buyer's disapproval of any exceptions to title shown in the Title Report or items disclosed in the Survey. The exceptions as shown in the Title Report and items disclosed in the Survey shall be referred to in this Section as the "Title Exceptions." The failure of Buyer to give Buyer's Notice shall be deemed to constitute Buyer's approval of all of the Title Exceptions. In the event of Buyer's disapproval of any of the Title Exceptions and within ten (10) business days after Seller's receipt of Buyer's Notice ("Seller's Notice Date"), Seller shall give Buyer written notice ("Seller's Notice") of any disapproved Title Exceptions which Seller will attempt to eliminate from Buyer's Title Policy and as exceptions to title to the Property. Prior to the Close of Escrow, Seller shall eliminate, at its sole cost and expense, all such disapproved Title Exceptions set forth in Seller's Notice from Buyer's Title Policy and as exceptions to title to the Property. If Seller's Notice does not include all Title Exceptions disapproved by Buyer, or if Seller fails to deliver Seller's Notice, or if Seller is ultimately unable to eliminate any such disapproved Title Exceptions, Buyer shall have the right to (i) terminate this Agreement in accordance with the terms of Section 8.6.4 [entitled "Failure Without Default"] or (ii) acquire the Property subject to the disapproved Title Exceptions not included within Seller's Notice or unable to be removed by Seller. Such right shall be exercised by Buyer by giving either written notice of such termination or written notice of such acquisition ("Acquisition Notice") to Seller and Escrow Holder within five (5) business days after Buyer's receipt of (i) Seller's Notice (or, if Seller fails to deliver Seller's Notice, within five (5) business days after Seller's Notice Date) or (ii) written notice from Seller that Seller has is unable to eliminate any disapproved Title Exception that Seller agreed to attempt to eliminate in Seller's Notice. Buyer's failure to give the Acquisition Notice at the time and in the manner set forth in the preceding sentence shall be deemed to constitute Buyer's election to terminate the Agreement in accordance with the terms of Section 8.6.4. If Buyer acquires the Property pursuant to the Acquisition Notice, Buyer shall be deemed to have accepted all previously disapproved Title Exceptions and shall have no recourse against Seller on account of such disapproved Title Exceptions.

8.3.4 Feasibility and Inspections. Not later than the last day of the Due Diligence Period, Buyer shall have approved, in its sole and absolute discretion, the results of

EXHIBIT "E"

any and all feasibility, marketing, entitlement and other studies, inspections, appraisals, audits, tests, evaluations, investigations, surveys and reports of the Property and other property in the vicinity of the Property (including, without limitation, all engineering and environmental audits, evaluations and tests relative to the presence of any Hazardous Material within, under, upon or in the vicinity of the Property (collectively, "Inspections")) as Buyer may elect to make or obtain. The failure of Buyer to notify Seller in writing during the Due Diligence Period of Buyer's approval of the results of the Inspections shall be deemed to constitute Buyer's approval of such results. The cost of any such Inspections shall be borne by Buyer. If Buyer disapproves such results this Agreement shall be deemed terminated in accordance with the terms of Section 8.6.4 [entitled "Failure Without Default"]. Buyer is aware that several regulatory agencies, including the California Regional Water Quality Control Board, Ventura County Regional Sanitation District, and California Integral Solid Waste Management Board have jurisdiction over the Property and may assert regulatory control over the sale of the Property and/or Buyer's efforts to remediate conditions at the Property. Buyer will, during the Due Diligence Period, exercise the right to investigate the jurisdiction of these agencies over the Property and the position of these agencies with respect to the purchase and sale of the Property. In the event the Buyer is dissatisfied with the results of any such investigations or in the event regulatory agencies fail or refuse to take action, if any, necessary to permit the Close of Escrow pursuant to this Agreement, this Agreement shall be terminated in accordance with the terms of Section 8.6.4.

8.3.5 Buyer's Title Insurance. The Title Company shall have committed in writing to issue Buyer's Title Policy to Buyer in compliance with the requirements of Section 6.2 [entitled "Title Insurance"].

8.3.6 Material Changes. There shall not have been any material adverse change in the condition of the Property or any material adverse change or proposed or contemplated material adverse change in any Laws applicable to the Property after the date of this Agreement.

8.3.7 Entitlements. Buyer shall have obtained the Entitlements, unless Buyer elects to close Escrow in accordance with Section 17, in which event, the terms and provisions of Section 17 shall apply with respect to the Entitlements.

The foregoing conditions are solely for the benefit of Buyer and may be waived only by Buyer. Buyer shall at all times have the right to waive any condition, which waiver or waivers must be in writing to be effective. Neither the waiver by Buyer of any condition nor the satisfaction of any condition shall relieve Seller of any liability or obligation as respects any representation, warranty or covenant of Seller under this Agreement unless Buyer shall so agree in writing. All approvals and disapprovals given by Buyer under this Section 8.3 (except disapprovals deemed to have been made by Buyer) and any acknowledgments given by Buyer of the satisfaction or failure of any conditions set forth in this Section 8.3 must be in writing to be effective.

8.4 Seller's Conditions to Close of Escrow. The Close of Escrow and Seller's obligations to close Escrow under this Agreement are subject to the satisfaction or waiver, not later than Close of Escrow (unless otherwise provided), of the following conditions:

EXHIBIT "E"

8.4.1 Buyer's Representations. Buyer's representations and warranties set forth in Section 14 [entitled "Buyer's Representations and Warranties"] shall be true and correct as of the date of this Agreement and as of the Close of Escrow.

8.4.2 Buyer's Deliveries and Default. Buyer shall have delivered to Seller and Escrow Holder all funds and documents required to be delivered by Buyer to Seller and Escrow Holder, respectively, pursuant to the terms of this Agreement, and Buyer shall not be in Default under the terms of this Agreement and no event shall have occurred which would constitute a Default by Buyer under the terms of this Agreement but for the requirement that notice be given or time elapse or both.

The foregoing conditions are solely for the benefit of Seller and may be waived only by Seller. Seller shall at all times have the right to waive any condition, which waiver or waivers must be in writing to be effective. Neither the waiver by Seller of any condition nor the satisfaction of any condition shall relieve Buyer of any liability or obligation as respects any representation, warranty or covenant of Buyer under this Agreement unless Seller shall so agree in writing.

8.5 Cooperation Regarding Conditions. Except as otherwise provided herein, neither Seller nor Buyer shall act or fail to act for the purpose of permitting or causing any condition to fail. Each party shall cooperate with the other party, at the written request of the other party, in the other party's efforts with respect to the satisfaction of the conditions; provided, however, that the reasonable costs of such cooperation shall be borne by the party making the request.

8.6 Failure of Conditions to Close of Escrow. If any of the conditions set forth in Sections 8.3 or 8.4 are not satisfied or waived as of the Closing Date:

8.6.1 Termination. This Agreement, Escrow and the rights and obligations of Buyer and Seller shall terminate, except as otherwise provided in this Agreement.

8.6.2 Failure Due to Seller Default. If Escrow fails to close because the conditions set forth in Section 8.3.1 [entitled "Seller's Representations"] or Section 8.3.2 [entitled "Seller's Deliveries and Default"] are not satisfied and not waived, the nonsatisfaction of the conditions shall be treated as a Default by Seller and the terms of Section 18.3 [entitled "Default by Seller"] shall be applicable and shall control.

8.6.3 Failure Due to Buyer Default. If Escrow fails to close because the conditions set forth in Section 8.4.1 [entitled "Buyer's Representations"] or Section 8.4.2 [entitled "Buyer's Deliveries and Default"] are not satisfied and not waived, the nonsatisfaction of the conditions shall be treated as a Default by Buyer and the terms of Section 18.2 [entitled "Default by Buyer"] shall be applicable and shall control.

8.6.4 Failure Without Default. If Escrow fails to close because Buyer terminates this Agreement, pursuant to the provisions of Section 8.3.3 [entitled "Title"] or Section 8.3.4 [entitled "Feasibility and Inspections"] or Section 8.3.5 [entitled "Buyer's Title

EXHIBIT "E"

Insurance"] as qualified and implemented by Section 6.2 [entitled "Title Insurance"], Escrow Holder shall promptly return to Buyer the deposit and any interest accrued thereon, and any other funds deposited to Escrow by Buyer, less Buyer's share of the charges provided for in Section 8.7.

8.6.5 Return of Funds/Documents. Subject to the foregoing terms, Escrow Holder is instructed promptly to return to Seller and Buyer all remaining funds and documents deposited by them, respectively, into Escrow which are held by Escrow Holder on the date of such termination (unless the party entitled to such funds is required to pay cancellation and other charges under the following Section 8.7, in which case the Escrow Holder shall deduct the amount of such charges from the funds to which such party is entitled).

8.7 Cancellation Fees and Expenses. If Escrow terminates because of the nonsatisfaction of the conditions set forth in Section 8.3.1 [entitled "Seller's Representations"] or Section 8.3.2 [entitled "Seller's Deliveries and Default"], the payment of the cancellation and other charges required to be paid by and to Escrow Holder and the Title Company shall be governed by Section 17.3 [entitled "Default by Seller"]. If Escrow terminates because of the nonsatisfaction of the conditions set forth in Section 8.4.1 [entitled "Buyer's Representations"] or Section 8.4.2 [entitled "Buyer's Deliveries and Default"], the payment of the cancellation and other charges required to be paid by and to Escrow Holder and the Title Company shall be governed by the terms of Section 17.2 [entitled "Buyer's Default"]. If Escrow terminates because any of the other conditions set forth in Sections 8.3 or 8.4 are not satisfied for a reason other than the Default of Buyer or Seller under this Agreement, Buyer and Seller shall each be responsible for the payment of one-half of the cancellation and other charges required to be paid by and to the Escrow Holder and the Title Company.

9. Closing Costs. If Escrow closes, (a) the premium for Buyer's Title Policy shall be allocated as provided in Section 6.2 above. (b) documentary transfer taxes and similar taxes and fees shall be paid by Buyer; (c) recording costs and filing fees (other than documentary transfer taxes and other similar taxes and fees) shall be paid by Buyer; (d) the escrow fee of Escrow Holder shall be paid one half by Buyer and one half by Seller; and (e) all other costs shall be allocated between Buyer and Seller in accordance with customary practice in the County.

10. Prorations. The Property currently is not on the tax rolls and not subject to taxation. Buyer will be responsible for all taxes and assessments on the Property after closing.

11. Deliveries to Escrow Holder.

11.1 Deliveries by Seller. Prior to the Close of Escrow (unless otherwise provided), Seller shall deposit the following documents into Escrow:

11.1.1 Grant Deed. The Grant Deed duly executed by Seller, notarized and in recordable form.

EXHIBIT "E"

11.1.2 Seller's Proof of Authority. Such proof of Seller's authority to enter into this Agreement and to perform the transactions contemplated by this Agreement as reasonably may be required by the Title Company and/or Buyer.

11.1.3 Other informational documents or certificates reasonably required by escrow holder.

11.1.4 [Intentionally deleted].

11.2 Deliveries by Buyer. Prior to the Close of Escrow (unless otherwise provided), Buyer shall have deposited the following items into Escrow:

11.2.1 Balance of Purchase Price. The entire Purchase Price in accordance with Section 5.2.

11.2.2 Buyer's Proof of Authority. Such proof of Buyer's authority to enter into this Agreement and to perform the transactions contemplated by this Agreement as reasonably may be required by the Title Company and/or Seller.

11.2.3 Other informational documents or certificates reasonably required by escrow holder.

12. [Intentionally deleted].

13. Disbursements and Other Actions by Escrow Holder. Upon Close of Escrow, Escrow Holder promptly shall undertake all of the following:

13.1 Disburse Purchase Price. Disburse all funds deposited with Escrow Holder by Buyer in payment of the Purchase Price as follows:

13.1.1 Deduction of Closing Costs. Deduct all items chargeable to the account of Seller under Section 9 [entitled "Closing Costs"] and pay the amount of such items to the Persons entitled to the items.

13.1.2 Deduction of Prorations. If as a result of the prorations under Section 10 [entitled "Prorations"] amounts are to be charged to the account of Seller, deduct the total amount of such charges and pay and credit as appropriate the amount of such charges to Buyer.

13.1.3 Disburse to Seller. Disburse the remaining balance of the funds to Seller, or in accordance with Seller's written instructions, promptly upon the Close of Escrow.

13.2 Buyer's Closing Costs. Bill Buyer for all items chargeable to Buyer under Section 9 [entitled "Closing Costs"], for which items Buyer agrees to be responsible.

EXHIBIT "E"

13.3 Recordation. Cause the Grant Deed (with documentary transfer tax information to be affixed after recording) and any other documents which the parties may mutually direct to be recorded in the Official Records of the County.

13.4 Copies of Grant Deed. Prepare and deliver to each of Buyer and Seller two conformed copies of the Grant Deed.

13.5 Deliver Buyer's Title Policy. Cause the Title Company to issue Buyer's Title Policy to Buyer.

13.6 Deliver Seller's Proof of Authority. Deliver to Buyer the proof of authority deposited into Escrow by Seller pursuant to Section 11.1.2 [entitled "Seller's Proof of Authority"].

13.7 Deliveries. Deliver to Buyer any certifications deposited into Escrow by Seller pursuant to Section 11.1.3

13.8 Deliver Buyer's Proof of Authority. Deliver to Seller the proof of authority deposited into Escrow by Buyer pursuant to Section 11.2.2 [entitled "Buyer's Proof of Authority"].

14. Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows:

14.1 Authority. Buyer has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. Those individuals executing this Agreement on behalf of Buyer have the right, power, legal capacity and authority to enter into this Agreement on behalf of Buyer and to execute all other documents and perform all other acts as may be necessary to perform all of Buyer's obligations under this Agreement. No approval or consent not previously obtained by any Person is necessary in connection with the execution of this Agreement by Buyer or the performance of Buyer's obligations under this Agreement.

14.2 No Violations of Agreements. Neither this Agreement nor anything provided to be done under this Agreement violates or shall violate any contract, document, understanding, agreement or instrument to which Buyer is a party or by which it may be bound.

14.3 Binding Agreement. The Agreement constitutes the legally valid and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws, or by equitable principles relating to or limiting the rights of creditors generally.

14.4 No Violation of Laws. The consummation of the transactions contemplated by this Agreement do not violate any Law.

14.5 Brokers. No broker, salesperson or finder has been engaged by Buyer in connection with the transactions contemplated by this Agreement.

EXHIBIT "E"

Each of the foregoing representations and warranties shall be, and Buyer shall cause them to be, true in all respects on and as of the date of this Agreement and on and as of the Close of Escrow as though made at that time.

15. Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

15.1 Authority. Seller is a municipal corporation, duly organized and validly existing under the laws of the State of California. Seller has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. Those individuals executing this Agreement on behalf of Seller have the right, power, legal capacity and authority to enter into this Agreement on behalf of Seller and to execute all other documents and perform all other acts as may be necessary to perform all of Seller's obligations under this Agreement. Seller's City Manager or his designee is authorized to execute all such documents and take all such actions on behalf of the Seller.

15.2 No Consents. No approval or consent not previously obtained by any Person is necessary in connection with the execution of this Agreement by Seller or the performance of Seller's obligations under this Agreement; provided, however, that Seller is aware that the Property is a former dumpsite and that it is under the jurisdiction of several regulatory agencies including the California Regional Water Quality Control Board, Ventura County Regional Sanitation District and California Integral Solid Waste Management Board.

15.3 No Violations of Agreements. Neither this Agreement nor anything provided to be done under this Agreement violates or shall violate any contract, document, understanding, agreement or instrument to which Seller is a party or by which it may be bound; provided, however, that Seller is aware that the Property is a former dumpsite and that it is under the jurisdiction of several regulatory agencies including the California Regional Water Quality Control Board, Ventura County Regional Sanitation District and California Integral Solid Waste Management Board.

15.4 Binding Agreement. The Agreement constitutes the legally valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws, or by equitable principals relating to or limiting the rights of creditors generally.

15.5 No Violation of Laws. The consummation of the transactions contemplated by this Agreement does not violate any Law.

15.6 Broker. No broker, salesperson or finder has been engaged by Seller in connection with the transactions contemplated by this Agreement.

15.7 Contracts. As of the date of this Agreement, there are no Contracts.

EXHIBIT "E"

Each of the foregoing representations and warranties shall be, and Seller shall cause them to be, true in all respects on and as of the date of this Agreement and on and as of the Close of Escrow as though made at that time.

16. Additional Rights and Obligations.

16.1 Entry on Property. Buyer and its representatives and designees shall have the right to enter upon the Property at any reasonable time during the term of this Agreement, at its own cost and expense entirely, for any purpose in connection with its proposed purchase or use of the Property including, without limitation, the right to make such studies, inspections, appraisals, audits, tests, evaluations, investigations, surveys and reports of the Property and other reasonable diligence as Buyer may elect to make or obtain (including, without limitation, the taking of soil and water samples in connection with any environmental audit of the Property). Seller acknowledges that all entries by Buyer on the Property prior to the date of this Agreement were with Seller's consent. All entries by Buyer upon the Property shall be in compliance with all applicable Laws. Buyer shall keep the Property free and clear of any mechanic's or materialmen's liens arising out of any such entry. Buyer shall, at its own cost and expense entirely, repair any damage to the Property resulting from any such entry. Buyer hereby agrees to indemnify, defend and hold harmless Seller and the Property from and against any and all claims, liabilities, costs, liens, actions or judgments (including, without limitation, reasonable attorneys' fees and costs) resulting from Buyer's or any of its employees, agents or independent contractors entrance or activities on or about the Property prior to the Close of Escrow.

16.2 Other Due Diligence Activities. Buyer and its representatives and designees shall have the right to contact any third parties (including, without limitation, public, quasi-public and private agencies and utilities, adjacent landowners, Seller's lenders for the Property, developers, builders, tenants, contractors and consultants and prior owners of the Property) and discuss and/or negotiate with, disclose any matter to and enter into agreements or understandings with, third parties concerning or related to all or any portion of the Property (including, without limitation, the financing, development and condition of the Property) so long as such agreements and understandings are not binding upon the Property before the Close of Escrow or upon Seller at any time without Seller's prior written consent. Buyer shall attempt to advise Seller from time to time of the names or types of third parties it intends to contact, but shall not have any liability for failing to do so. Seller consents to all such activities undertaken by Buyer and its representatives and designees prior to the date of this Agreement.

16.3 Encumbrancing. After the date of this Agreement, Seller shall not subject or suffer to be subjected, without the prior written consent of Buyer, the Property to any mortgage, deed of trust, lien (other than non-delinquent tax liens), license, encumbrance, claim, charge, equity, writ, injunction, decree, order, judgment, covenant, condition, restriction, easement, right, right of way, lease, tenancy, occupancy agreement or similar right or other matter affecting the Property and shall not enter, without the prior written consent of Buyer, into any agreement to do, permit or suffer any of the above.

EXHIBIT "E"

16.4 Contracts. After the date of this Agreement, Seller shall not, without the prior written consent of Buyer, enter into any Contracts applicable to the Property without Buyer's prior written consent.

16.5 Entitlements. Buyer shall diligently pursue the Entitlements, including the Tentative Map until the earlier to occur of (i) termination of this Agreement, (ii) issuance of the Entitlements, or (iii) the date on which, in the reasonable discretion of Buyer, the City, any member of its City Council, or any officer or managing employee of the City communicates to Buyer and affirmatively establishes, through action, inaction or other conduct that the Entitlements cannot be obtained.

16.6 Plans and Reports. After the date of this Agreement, Seller shall not, without the prior written consent of Buyer, prepare or cause to be prepared any Plans and Reports which may adversely affect the Property.

16.7 Permits. Intentionally omitted.

16.8 Maintenance of and Changes to Property. Prior to the Close of Escrow, Seller shall, at Seller's own cost and expense entirely, maintain the Property in substantially the condition it is in on execution of this Agreement. Unless required by law, Seller shall not make any physical addition to or change or alteration of the Property without the prior written consent of Buyer.

17. Repurchase Provision.

17.1 General Terms. The provisions of this Section 17 shall apply in the event that pursuant to Buyer's exercise of the option granted to Buyer in Section 8.2.2, Close of Escrow occurs on or prior to January 10, 2007 and Buyer has not, prior to such date, obtained the Entitlements. In such event, Buyer will at Close of Escrow pay the Base Purchase Price and purchase the Property without the Entitlements. Buyer acknowledges that at the Close of Escrow, Buyer will have limited or no right to develop the Property or construct improvements thereon. Following the Close of Escrow, Buyer will apply for and diligently pursue the Entitlements. When and if Buyer obtains the Entitlements, the Adjustment Amount shall be determined in accordance with the terms and provisions of Section 4. If the Adjustment Amount is required to be subtracted from the Base Purchase Price, then Seller shall pay the amount of the Adjustment Amount to Buyer within sixty (60) days of the date Buyer obtains the Entitlements. If the Adjustment Amount is required to be added to the Base Purchase Price, then Buyer shall pay the amount of the Adjustment Amount to Seller within sixty (60) days of the date Buyer obtains the Entitlements.

17.2. Seller agrees that subject to the terms and provisions of this Section 17, Seller shall be irrevocably obligated to purchase the Property from Buyer no later than sixty (60) days after the date on which Buyer provides a written demand to Seller requiring that Seller purchase the Property pursuant to this Section 17.

17.3 The right of Buyer to demand that Seller purchase the Property shall, in

EXHIBIT "E"

any event, regardless of efforts of Buyer to obtain Entitlements, and regardless of whether Buyer does or does not obtain Entitlements, expire on the earlier to occur of (i) March 14, 2008, or (ii) the date that is thirty (30) days after the date on which the Entitlements have been obtained.

17.4 The price that the Seller shall pay for the Property, in the event the Buyer makes a demand for purchase under this Section 17, shall be equal to the Base Purchase Price, minus \$250,000, which equals \$23,648,000. Such \$250,000 represents consideration for the Agreement contained in this Section 17, as well as reimbursement for the Seller for its costs, expenses and lost opportunity in connection with the transaction.

17.5 Buyer shall not substantially change the physical condition of the Property from Close of Escrow to the time the Seller purchases the Property. Buyer will be entitled to no credits or reimbursements for expenses incurred by Buyer in connection with the Property or for improvements created by the Buyer. Buyer shall not damage, impair or change the condition of the Property. Buyer shall maintain the Property in accordance with all federal, State and local laws. Notwithstanding anything herein to the contrary, if Seller purchases the Property from Buyer in accordance with this Section 17, then Seller shall also indemnify, hold harmless and defend Buyer, its shareholders, affiliates, members, officers, employees, representatives and agents of Buyer from all liability, claims, demands, actions (whether in contract or tort, including injury, death at any time, or property damage), costs and financial loss, including all expenses and fees of litigation and arbitration that derive directly or indirectly from any claims relating in any way to the condition of the Property, to the extent that such claims have not occurred as a result of actions of Buyer.

17.6 Buyer shall convey title to the Property in the same condition as at Close of Escrow. The condition of title shall be evidenced by a CLTA policy of title insurance provided at the time of purchase at Buyer's expense.

17.7 The rights of Buyer under this Section 17 may be exercised only with respect to the entire Property. Seller cannot be required to buy back only the 10-acre site or only the 4-acre site.

17.8 Subject to the terms and provisions of Section 17.5, Buyer agrees to indemnify, hold harmless and defend Seller, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from the participation by the Seller in making and/or carrying out the agreements contained in this Section 17.

17.9 The purchase described in this Section 17 shall be accomplished through an escrow with Escrow Holder. Buyer will pay all costs incurred in connection with such escrow. The parties will execute such deeds, documents, and instructions as are required to accomplish the purchase.

17.10 Seller presently maintains on the 10-acre property a deep water well and a

EXHIBIT "E"

maintenance yard. Buyer shall grant to Seller, for \$1.00, a license in substantially the same form as the license attached hereto as Exhibit C, pursuant to which Seller shall have the right to maintain and access such facilities until the date on which Buyer obtains the Entitlements. No later than sixty (60) days after the date on which Buyer obtains the Entitlements, Seller shall remove, at its sole cost and expense, any and all fixtures, improvements and personal property located on the Property and used in conjunction with such facilities.

18. Default.

18.1 Events of Default. The occurrence of any one or more of the following events before the Close of Escrow shall constitute a Default by a party under this Agreement:

18.1.1 Notice/Cure Period. The failure of the party to perform any material obligation contained in this Agreement on its part to be performed if the failure should continue uncured for a period of fifteen (15) days after written notice is given to the party of the occurrence of the failure; provided, however, that the failure shall not be deemed to have occurred if the failure is of a nature that reasonably requires more than fifteen (15) days to cure, is capable of being cured fully before the Close of Escrow and the party is proceeding continuously and diligently to cure the failure and does cure the failure before Close of Escrow;

18.1.2 Representation/Warranty. Any representation or warranty made by the party in this Agreement proves to have been materially incorrect as of the date made or as of any other date on which the representation and warranty was required by the terms of this Agreement to be true;

18.1.3 Relief of Debtors. Institution by the party of proceedings under any law of the United States or of any state or foreign jurisdiction for the relief of debtors;

18.1.4 General Assignment. A general assignment by the party for the benefit of creditors or the filing of a voluntary petition in bankruptcy;

18.1.5 Bankruptcy. The filing of an involuntary petition in bankruptcy against the party by the creditors of such party, such petition remaining undischarged for a period of thirty (30) days after the date the same was filed (or to the date of Close of Escrow if such date occurs before the expiration of the thirty (30) day period);

18.1.6 Receiver. The appointment of a receiver to take possession of any of the assets of the party, such receivership remaining undischarged for a period of thirty (30) days from the date of its appointment (or to the date of Close of Escrow if such date occurs before the expiration of the thirty (30) day period); or

18.1.7 Attachment. The attachment, execution or other judicial seizure of the party's interest in this Agreement (and, in the case of Seller, in the Property), such attachment, execution or seizure being in an amount not less than Fifty Thousand Dollars (\$50,000) and remaining undismissed or undischarged for a period of thirty (30) days after the levy of the attachment, execution or seizure (or to the date of Close of Escrow if such date occurs before the expiration of the thirty (30) day period).

EXHIBIT "E"

18.2 DEFAULT BY BUYER. SELLER AND BUYER AGREE THAT THE AMOUNT OF DAMAGES TO SELLER IN THE CASE OF BUYER'S MATERIAL DEFAULT ON OR BEFORE THE DATE OF CLOSE OF ESCROW SET FORTH IN SECTION 8.2 [ENTITLED "CLOSE OF ESCROW"] WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX. THEREFORE, BUYER AND SELLER AGREE THAT IF BUYER MATERIALLY DEFAULTS UNDER THIS AGREEMENT ON OR BEFORE THE DATE OF CLOSE OF ESCROW:

18.2.1 TERMINATION. THIS AGREEMENT, ESCROW AND THE RIGHTS AND OBLIGATIONS OF BUYER AND SELLER UNDER THIS AGREEMENT SHALL TERMINATE, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT.

18.2.2 LIQUIDATED DAMAGES. SELLER SHALL BE ENTITLED TO RECEIVE AND RETAIN AS LIQUIDATED DAMAGES AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER (MEANING SELLER HEREBY WAIVES, AMONG OTHER THINGS, THE RIGHTS TO SEEK SPECIFIC PERFORMANCE OF THE AGREEMENT AND TO RECEIVE DAMAGES), THE AMOUNT OF THE DEPOSIT (PLUS ANY INTEREST ACCRUED THEREON) DEPOSITED INTO ESCROW BY BUYER PURSUANT TO AND AS PROVIDED IN SECTION 5 [ENTITLED "PAYMENT OF PURCHASE PRICE"]. BUYER AND SELLER AGREE THAT THE FOREGOING AMOUNT IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES IN THE EVENT OF A MATERIAL DEFAULT BY BUYER UNDER THIS AGREEMENT.

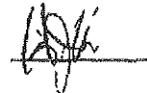
18.2.3 RETURN OF FUNDS/DOCUMENTS. SUBJECT TO THE FOREGOING PROVISIONS, ESCROW HOLDER IS INSTRUCTED PROMPTLY TO RETURN TO BUYER AND SELLER ALL REMAINING FUNDS AND DOCUMENTS DEPOSITED BY THEM, RESPECTIVELY, INTO ESCROW WHICH ARE HELD BY ESCROW HOLDER ON THE DATE OF TERMINATION (LESS IN BUYER'S CASE, HOWEVER, THE AMOUNT OF ANY CANCELLATION AND OTHER CHARGES REQUIRED TO BE PAID BY AND TO ESCROW HOLDER AND THE TITLE COMPANY, FOR WHICH CHARGES BUYER SHALL BE RESPONSIBLE).

SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE TERMS OF THIS SECTION 18.2 AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

SELLER:



BUYER:



18.3 Default by Seller. If Seller shall materially Default under any of the terms of this Agreement before the date of Close of Escrow set forth in Section 8.2 [entitled "Close of Escrow"], Buyer shall have all rights and remedies which it may have at law or in equity, including, without limitation, the right (i) to seek specific performance of this Agreement, or (ii) to terminate this Agreement by giving written notice of such termination to Seller and Escrow Holder, and to seek damages at law, provided, however, that the amount of damages to which Buyer shall be entitled in any claim, action or proceeding of any nature for damages shall not exceed \$500,000. Upon the giving of such termination notice:

EXHIBIT "E"

18.3.1 Termination. This Agreement, Escrow and the rights and obligations of Buyer and Seller under this Agreement shall terminate, except for Buyer's rights and remedies and as otherwise provided in this Agreement.

18.3.2 Return of Funds/Documents. Escrow Holder is instructed promptly to return to Buyer the Deposits (plus any interest accrued thereon) and to return to Buyer and Seller all other funds and documents deposited by them, respectively, into Escrow which are held by Escrow Holder on the date of termination (less in Seller's case, however, the amount of any cancellation and other charges required to be paid by and to Escrow Holder and the Title Company, for which charges Seller shall be responsible).

19. General Provisions.

19.1 Legal Fees. In the event of the bringing of any action or suit by either party against the other party by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Agreement, the party in whose favor final judgment shall be entered shall be entitled to have and recover of and from the other party all costs and expenses of suit, including reasonable attorneys' fees (or, in the event of any action to enforce this Agreement, the prevailing party shall be entitled to recover all of its costs and expenses of the action, including reasonable attorney's fees), as determined by a court of competent jurisdiction.

19.2 Notices. All notices or other communication provided for under this Agreement shall be in writing, and shall be delivered personally, sent by reputable overnight mail equivalent carrier, or sent by registered or certified mail, return receipt requested, postage prepaid, addressed to the person to receive such notice or communication at the following address and shall be effective upon receipt or refusal to accept delivery:

To Seller:

To Buyer:

City of Oxnard
300 West Third Street, Suite 302
Oxnard, CA 93030
Attn: Michael More, Financial Services Manager
(805) 385-7480

with copies to:

City of Oxnard
300 West Third Street, Suite 300
Oxnard, CA 93030
Attn: Alan Holmberg, Assistant City Attorney
(805) 385-7427

EXHIBIT "E"

Escrow Holder:

First American Title Insurance Company
520 North Central Ave., 8th Floor
Glendale, California 91203
Telephone (818) 550-2521
Attn: Barbara Laffer

Notice of change of address shall be given by written notice in the manner set forth in this Section.

19.3 Survival. All of the covenants, representations, warranties and indemnities set forth in this Agreement shall survive the Close of Escrow, the delivery of the Grant Deed and any inspection by the parties. Where the context shall require, the provisions of this Agreement shall survive the termination of this Agreement prior to the Close of Escrow.

19.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns; provided, however, prior to the Close of Escrow, neither party to this Agreement shall assign or transfer this Agreement or the Property, or any interest, right or obligation in this Agreement or the Property, without the prior written consent of the other party and any such assignment or transfer without such written consent shall be null and void; except that Buyer may, at any time prior to the Close of Escrow and upon prior written notice to Seller, assign its right, title, and interest in this Agreement to an Affiliate of Buyer or to any entity in which Buyer or an Affiliate of Buyer has an equity interest without the consent of Seller, and upon the Close of Escrow, Buyer shall be relieved of any further obligation under this Agreement or under any document or instrument executed pursuant hereto.

19.5 Required Actions of Buyer and Seller. Buyer and Seller agree to execute all instruments and documents and to take all actions as may be required in order to consummate the transactions contemplated by this Agreement and shall use their reasonable efforts to accomplish the Close of Escrow in accordance with the provisions of this Agreement.

19.6 Entire Agreement. This Agreement contains the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any prior agreements, understandings or negotiations. No addition or modification of any term or provision shall be effective unless set forth in writing and signed by both Seller and Buyer.

19.7 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision of this Agreement.

19.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

EXHIBIT "E"

19.9 Severability. If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts of this Agreement shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement.

19.10 Headings. Headings at the beginning of each section and are solely for convenience of reference and are not a part of this Agreement.

19.11 Construction. Whenever the context of this Agreement requires the same, the singular shall include the plural and the masculine, feminine and neuter shall include the others. Without limitation, any defined term used in the plural shall refer to all members of the relevant class, and any defined term used in the singular shall refer to any number of the relevant class. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits are incorporated in this Agreement by reference. The term "Agreement" includes such exhibits (as exhibits and, if appropriate, as subsequently executed agreements and instruments). If the day on which Buyer or Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day. Any reference in this Agreement to an agreement or other instrument shall mean such agreement or instrument as it may from time to time be supplemented, modified, amended and extended in accordance with the terms of this Agreement. This Agreement is executed and delivered in the State of California and shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The headings of sections in this Agreement are for convenience, and shall not be used in interpretation of this Agreement.

19.12 No Waiver. No waiver by a party of any Default by the other party under this Agreement shall be implied from any omission or delay by the nondefaulting party to take action on account of the Default if the Default persists or is repeated. Any waiver of any covenant, term or condition contained in this Agreement must be in writing. Any such express written waiver shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition, nor shall it affect any Default other than the Default expressly made the subject of the waiver. Any such express waiver shall be operative only for the time and to the extent stated in the waiver. The consent or approval by a party to or of any act by the other party shall not be deemed to waive or render unnecessary consent or approval to or of any subsequent act.

19.13 Police Power, Regulatory Authority. This Agreement is entered into by the City in its proprietary capacity. Nothing in this Agreement is intended to preempt, influence or affect in any way the City's rights and duties as a governmental and legislative body. Nothing in this Agreement limits the City in the exercise of its adjudicatory, regulatory, or police powers. The City may and will make decisions concerning land use associated with the project contemplated by this Agreement independent of, and without regard to, any of the provisions of this Agreement.

EXHIBIT "E"

19.14 Relationship Between Parties. Seller and Buyer agree that (a) the relationship between them is, is intended to be and shall at all times remain, in connection with the transactions contemplated by this Agreement, that of Seller and purchaser and (b) neither party is, is intended to be or shall be construed as a partner, joint venturer, alter ego, manager, controlling person or other business associate or participant of any kind of the other party or any of its Affiliates and neither party intends to ever assume such status.

19.15 Third Parties Not Benefited. This Agreement is made for the purpose of defining and setting forth certain rights and obligations of Buyer and Seller. It is made for the sole protection of Buyer and Seller, and Buyer's and Seller's heirs, executors, administrators, successors and assigns. No other Person shall have any rights of any nature under or by reason of this Agreement.

19.16 Minor Modifications, Implementation. The City Manager is authorized to sign modifications to this Agreement and documents to implement in its provisions if and to the extent that the modifications or implementing documents do not, in the opinion of the City Attorney, change the provisions hereof in a material way.

19.17 Tax-Deferred Exchange. Each party shall reasonably cooperate with the other if such other party elects to either acquire the Property or convey the Property in connection with a tax-deferred exchange within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, provided that (a) either party's election to effect a tax-deferred exchange shall not create any additional conditions to the Close of Escrow or extend the Closing Date; and (b) Seller shall not be obligated in any event to take or receive title to any other real property in connection with such exchange. Any such exchange shall be accomplished by supplemental instructions, exchange documents and exchange accommodator, if any, reasonably acceptable to both parties. The party electing to enter into a tax-deferred exchange shall bear all costs in connection therewith and indemnify and hold the other party harmless from and against any and all liens, claims, damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees, arising out of or relating to the cooperating party's participation in the tax-deferred exchange contemplated in this Section 19.17. The Close of Escrow shall not be conditioned on the closing of any proposed tax-deferred exchange, and if such proposed tax-deferred exchange is not in a position to close concurrently with the Close of Escrow, Buyer and Seller shall nevertheless be obligated to complete the purchase and sale of the Property on the Closing Date on the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT "E"
[SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT]

Buyer:

CASDEN OXNARD, LLC

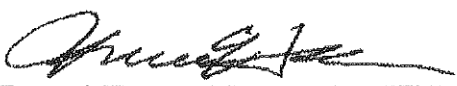
by CASDEN PROPERTIES, LLC

By: 

Print Name: HOWARD J. KATZ

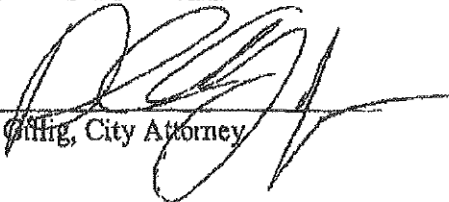
Seller:

CITY OF OXNARD

By: 

Thomas E. Holden, Mayor

APPROVED AS TO FORM:

By: 

Gary Gilling, City Attorney

Accepted and agreed to this 6th day of December, 2006.

FIRST AMERICAN TITLE INSURANCE COMPANY

By


BARBARA CARTER

EXHIBIT "E"

EXHIBIT A

4.68 Acre Parcel

A portion of Subdivision 7 of the Rancho el Rio de Santa Clara o' la Colonia in the City of Oxnard, County of Ventura, State of California, as shown on the map filed in the office of the County Clerk of said County in that certain action entitled "Thomas A. Scott, et al., Plffs., vs. Rafael Gonzales, et al., Defts." described as follows:

Lots 36 and 32 of Tract No. 5032, per map filed in Book 145, Pages 7 through 12, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder of said County.

9.54 Acre Parcel

A portion of Subdivision 7 of the Rancho el Rio de Santa Clara o' la Colonia in the City of Oxnard, County of Ventura, State of California, as shown on the map filed in the office of the County Clerk of said County in that certain action entitled "Thomas A. Scott, et al., Plffs., vs. Rafael Gonzales, et al., Defts." described as follows:

Lot 43 of Tract No. 5032, per map filed in Book 145, Pages 7 through 12, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder of said County.

EXHIBIT "E"

EXHIBIT B

VINEYARD AVENUE SITE

[Attached]

EXHIBIT "E"

LEGAL DESCRIPTION

A PART OF SUBDIVISION 7 OF THE RANCHO EL RIO DE SANTA CLARA O'LA COLONIA, PARTLY IN THE CITY OF OXNARD, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL, PLAINTIFFS VS RAFAEL GONZALES, ET AL, DEFENDANTS," SAID REAL PROPERTY PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF VENTURA ROAD, 60 FEET WIDE, AS SHOWN ON SAID MAP AT THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN DEED TO CITY OF OXNARD, RECORDED JANUARY 21, 1966 AS INSTRUMENT NO. 3870, IN BOOK 2932, PAGE 7 OF OFFICIAL RECORDS; THENCE ALONG WESTERLY LINE OF VENTURA ROAD,

1ST: SOUTH 2781.48 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF TRACT 1880-1, AS PER MAP RECORDED IN BOOK 48, PAGE 47 OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE NORTHERLY LINE OF SAID TRACT 1809-1 AND ITS WESTERLY PROLONGATION,

2ND: SOUTH 89° 57' 11" WEST 1459.44 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO ARTHUR CONNALLY DATED DECEMBER 1, 1886 AND RECORDED IN BOOK 19, PAGE 120 OF DEEDS; THENCE ALONG SAID EASTERLY LINE TO AND ALONG THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF OXNARD RECORDED MAY 27, 1968, AS INSTRUMENT NO. 26341, IN BOOK 3309, PAGE 522 OF OFFICIAL RECORDS.

3RD: NORTH 1845.00 FEET, MORE OR LESS, TO THE SOUTHWESTERLY CORNER OF THE HEREINBEFORE FIRST MENTIONED LAND OF THE CITY OF OXNARD; THENCE ALONG THE SOUTHERLY LINE OF SAID LAND,

4TH: NORTH 58° 47' 27" EAST 1726.31 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING SOUTHERLY OF THE NORTHERLY LINE OF VINEYARD AVENUE, AS SET FORTH IN INSTRUMENT RECORDED NOVEMBER 10, 1983, AS INSTRUMENT NO. 128420 OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION AS GRANTED TO THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, IN DEED RECORDED DECEMBER 18, 1985 AS INSTRUMENT NO. 144776 OF OFFICIAL RECORDS.

ALSO EXCEPT ALL OILS AND MINERALS LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND WITHOUT THE RIGHT TO ENTER UPON THE SURFACE THEREOF, AS RESERVED BY IDA E. SWIFT, TRUSTEE OF THE IDA E. SWIFT TRUST DATED AUGUST 6, 1970 RECORDED APRIL 20, 1979, AS INSTRUMENT NO. 40494 OF OFFICIAL RECORDS.

ALSO EXCEPT ANY REMAINING PORTION OF MINERALS, COAL, CARBONS, HYDROCARBONS, OIL, GAS, CHEMICAL ELEMENTS AND COMPOUNDS WHETHER IN SOLID, LIQUID OR GASEOUS FORM, AND ALL STEAM AND OTHER FORMS OF THERMAL ENERGY BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF THE ABOVE DESCRIBED LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED SEPTEMBER 27, 1985, AS INSTRUMENT NO. 107658 OF OFFICIAL RECORDS.

EXHIBIT "E"
EXHIBIT C

Agreement No. _____

LICENSE AGREEMENT

This License Agreement ("License") is entered into effective this ____ day of _____, by and between the City of Oxnard ("Licensee") and _____ ("Licensor").

WHEREAS, the Licensor owns the property shown on the attached Exhibit A (the "Property"); and

WHEREAS, Licensee owns and operates certain facilities on the Property used for maintenance and a deep water well; and

WHEREAS, Licensee desires to continue its operation of the facilities (the "Activity") for the time stated herein; and

WHEREAS, Licensor desires to make the Property available to Licensee to conduct the Activity as set forth below.

NOW, THEREFORE, Licensee and Licensor agree:

1. License Granted.

- A. On the conditions contained in this License, Licensor grants to Licensee a license to conduct the Activity on the Property.
- B. The fee for this License is \$1.00, receipt of which is acknowledged.

2. Maintenance. In consideration for this License, Licensee shall at all times:

- (1) Cooperate with Licensor as requested and appropriate to coordinate the Activity with other uses of the Property.
- (2) Conduct the Activity in a safe, sane and reasonable manner so as not to cause injury to persons or property.
- (3) Not change the condition of Property from its condition as of the date of this License.

3. Term of License. The term of this License shall begin on January 10, 2007, and shall terminate as provided for herein.

EXHIBIT "E"

4. Termination. This License may be terminated on 30 days notice by Licensor by notifying Licensee in writing that Licensor has obtained Entitlements for the Property as provided in that certain Purchase and Sale Agreement dated _____ between Licensor and Licensee.

5. Permits, Licenses and Certificates. Licensor, at Licensor's expense, shall obtain and maintain during the term of this License, all permits, licenses and certificates required in connection with the conduct of the Activity.

6. Indemnity by Licensee.

A. Licensee agrees to indemnify, hold harmless and defend the Licensor from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this License and/or the Activity, and any other acts or omissions with respect to the Property by Licensee or its agents, employees, or other persons acting on Licensee's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Licensee or its agents, employees or other persons acting on Licensee's behalf would be held strictly liable.

B. Licensee's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Licensee is obligated to indemnify and hold harmless.

7. Insurance. Licensee is self-insured under California law.

8. Governing Law. The construction and interpretation of this License and the right and duties of the Licensee and Licensor hereunder shall be governed by the laws of the State of California.

9. Compliance with laws. Licensee shall comply with all State, federal, and local laws, rules and regulations, now or hereafter in force, pertaining to Licensee's use of the Property.

10. Notices.

A. Any notices to Licensee may be delivered by mail addressed to City Manager's Office, 300 W. Third Street, Fourth Floor, Oxnard, California 93030, with a copy to: City Attorney's Office, Attention: Alan Holmberg, 300 W. Third Street, Suite 300, Oxnard, California 93030.

EXHIBIT "E"

- B. Any notice to Licensor may be delivered by mail addressed to: Howard J. Katz, Vice President, Community Development Casden Properties, LLC, 9090 Wilshire Blvd., Beverly Hills, CA 90211.

11. Assignment. Licensee may not delegate its rights or duties under this License without the written consent of Licensor, which consent may not be unreasonably withheld for any reason.

12. Successors and Assigns. This License shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Licensee and Licensor, for the benefit of the Property.

13. Amendment. This License may be reviewed or amended at any time. Any amendments to this License shall become effective only when agreed to in writing by both the Manager and Licensor.

14. Entire Agreement. This License constitutes the entire agreement of the Licensee and Licensor regarding the subject matter hereof and supersedes all prior communications, agreements and promises, either oral or written.

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT "E"

[SIGNATURE PAGE TO LICENSE AGREEMENT]

CITY OF OXNARD

CASDEN OXNARD, LLC
By Casden Properties, LLC

EXHIBIT

Edmund F. Sotelo, City Manager

By: EXHIBIT

APPROVED AS TO FORM:

EXHIBIT

Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:

EXHIBIT

Mike More, Risk Manager

APPROVED AS TO CONTENT:

EXHIBIT

Michael Henderson,
Deputy Public Works Director

**FIRST ADDENDUM TO PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS FIRST ADDENDUM TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "Addendum") is made as of the 21st day of December, 2006, by and between Casden Oxnard, LLC, a Delaware limited liability company ("Buyer"), and The City of Oxnard ("Seller").

Recitals

A. Seller and Buyer entered into that certain Purchase and Sale Agreement and Escrow Instructions dated as of November 28, 2006 (the "Original Agreement"). All capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Original Agreement.

B. On December 5, 2006, under the Original Agreement, Escrow Holder opened Escrow No. NCS 244155-LA1, and Buyer deposited the Deposit with Escrow Holder.

C. Pursuant to Section 8.3.3 of the Original Agreement, on December 18, 2006, Buyer delivered Buyer's Notice to Seller, containing its disapproval of certain Title Exceptions and Survey items, relating to a portion of the Property.

D. Seller and Buyer now desire to amend and modify the Original Agreement to i) correct an inadvertent error which should have identified the 4-acre site as including Lots 34 and 36 (and not Lot 32), (ii) acknowledge that Buyer has not received a Title Report for Lot 34 resulting from this inadvertent error, (iii) extend the date by which Buyer must review and approve title and survey, (iv) amend the definition of Entitlements, and (v) correct the notice provision.

E. NOW, THEREFORE, Seller and Buyer agree that the Original Agreement is hereby modified as follows:

1. The definition for the word "Entitlements" set forth in Section 1 is hereby deleted in its entirety and replaced with the following:

"'Entitlements' means approval of a general and specific plan amendment, environmental impact report certification, approvals and other entitlements, including but not limited to: 1) the Tentative Map (but not the Final Map) necessary to develop the Property and Buyer's Vineyard Avenue site, which is described on Exhibit B, as well as such entitlements as may be necessary and required to permit the development of (i) the 10-acre site and the 4-acre site as provided and described herein, and (ii) the Buyer's original Vineyard Avenue site with 161 residential units; 2) elimination to the Buyer's satisfaction of certain access and surface entry rights established in favor of Cambrian Energy Systems, as reflected in Exception 22 of the Lot 43 PTR and more particularly described in Buyer's Notice delivered December 18, 2006 as item 10; and 3) creation of a recorded easement or such other right satisfactory to Buyer, evidencing of record, the current encroachment of the flood control channel and access road, presumably in favor of the Ventura County Flood Control District, as reflected in

EXHIBIT "E"

Agreement No. 6802

Exception 22 of the Lot 43 PTR and more particularly described in Buyer's Notice delivered December 18, 2006 as item 12a."

2. The second (2nd) sentence of Section 8.3.3 is hereby deleted in its entirety and a new second (2nd) sentence is added as follows: "On or before December 22, 2006, Seller shall cause the Title Company to prepare and deliver to Buyer a current preliminary title report with respect to the Property (including Lot 34) prepared on the basis that an ALTA Extended Coverage Owner's Policy of Title Insurance will be issued ("Title Report") including legible copies of all documents and a plot of all easements reflected as exceptions in such Title Report."

3. The fifth (5th) sentence of Section 8.3.3 is hereby deleted in its entirety and a new 5th sentence is added as follows: "Buyer shall have through December 27, 2006 ("Buyer's Notice Date") within which to give Seller and Escrow Holder an amended written notice ("Buyer's Notice") of Buyer's disapproval of any exceptions to title shown in the Title Report or items disclosed in the Survey."

4. The eighth (8th) sentence of Section 8.3.3 is hereby deleted in its entirety and a new 8th sentence is added as follows: "In the event of Buyer's disapproval of any of the Title Exceptions as set forth in Buyer's Notice, then Seller shall, no later than January 3, 2007 (Seller's Notice Date"), give Buyer written notice ("Seller's Notice") of any disapproved Title Exceptions which Seller will attempt to eliminate from Buyer's Title Policy and as exceptions to title to the Property."

5. The addresses for Buyer and Seller set forth in Section 19.2 are hereby deleted in their entirety and the following new addresses are added as follows:

To Seller: City of Oxnard
300 West Third Street, Suite 302,
Oxnard, CA 93030
Attn: Michael More, Financial Services Manager
(805) 385-7480

With a copy to: City of Oxnard
300 West Third Street, Suite 300,
Oxnard, CA 93030
Attn: Alan Holmberg, Assistant City Attorney
(805) 385-7427

To Buyer: Casden Oxnard, LLC
9090 Wilshire Boulevard
Beverly Hills, CA 90211
Attention: Legal Department
(310) 385-3057

6. The first line of the second paragraph of the legal description of the 4-acre site identified as the 4.68 Acre Parcel on Exhibit A shall be deleted and replaced in its entirety as follows: "Lots 36 and 34 of Tract No. 5032, per map filed in Book 145, Pages 7 through 12, inclusive, of..."

7. Upon receipt of this Addendum executed by Seller and Buyer, Escrow Holder will execute this Addendum and return fully executed counterparts to the parties hereto.

41070035.5

2

8. Except as amended hereby, the terms and provisions of the Original Agreement remain unmodified, and are ratified and confirmed.

9. This Addendum may be executed in any number of counterparts, each of which will be an original, but all of the counterparts together will constitute one and the same instrument. This Addendum may be executed by facsimile signature. The signature page of any counterpart may be detached without impairing the legal effect of the signature(s) provided that the signature page is attached to any other identical counterpart.

IN WITNESS WHEREOF, Seller and Buyer have caused this Addendum to be executed as of the day and year first above written.

"BUYER": CASDEN OXNARD, LLC,
a Delaware limited liability company

By: Casden Properties, LLC,
a Delaware limited liability company,
its sole member

By: [Signature]
Name: ROBERT J. HILDEBRAND
Its: PRESIDENT

"SELLER": CITY OF OXNARD

By: [Signature]
Edmund F. Sotelo, City Manager

"ESCROW HOLDER": FIRST AMERICAN TITLE INSURANCE COMPANY

By: [Signature]
Name: BARBARA CHAPMAN
Its: ESCROW OFFICER

Approved as to Form:

By: [Signature]
Alan Holmberg,
Assistant City Attorney, City of Oxnard

8. Except as amended hereby, the terms and provisions of the Original Agreement remain unmodified, and are ratified and confirmed.

9. This Addendum may be executed in any number of counterparts, each of which will be an original, but all of the counterparts together will constitute one and the same instrument. This Addendum may be executed by facsimile signature. The signature page of any counterpart may be detached without impairing the legal effect of the signature(s) provided that the signature page is attached to any other identical counterpart.

IN WITNESS WHEREOF, Seller and Buyer have caused this Addendum to be executed as of the day and year first above written.

"BUYER": CASDEN OXNARD, LLC,
a Delaware limited liability company

By: Casden Properties, LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: _____
Its: _____

"SELLER": CITY OF OXNARD

By: 
Edmund R. Sotelo, City Manager

"ESCROW HOLDER": FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Its: _____

Approved as to Form:

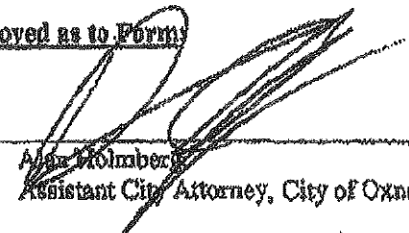
By: 
Alex Holmberg
Assistant City Attorney, City of Oxnard

EXHIBIT E

Agreement No. 6802

SECOND ADDENDUM TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS SECOND ADDENDUM TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "Addendum") is made as of the 9th day of January, 2007, by and between Casden Oxnard, LLC, a Delaware limited liability company ("Buyer"), and The City of Oxnard ("Seller").

Recitals

A. Seller and Buyer entered into that certain Purchase and Sale Agreement and Escrow Instructions dated as of November 28, 2006, as modified by a First Addendum to Purchase and Sale Agreement and Escrow Instructions dated December 21, 2006 (as so amended, the "Original Agreement"). All capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Original Agreement.

B. Seller and Buyer now desire to amend and modify the Original Agreement to, among other things, further amend the definition of Entitlements.

C. NOW, THEREFORE, Seller and Buyer agree that the Original Agreement is hereby modified as follows:

1. The definition for the word "Entitlements" set forth in Section 1 is hereby deleted in its entirety and replaced with the following:

"'Entitlements' means approval of a general and specific plan amendment, environmental impact report certification, approvals and other entitlements, including but not limited to:

- 1) the Tentative Map (but not the Final Map) necessary to develop the Property and Buyer's Vineyard Avenue site, which is described on Exhibit B, as well as such entitlements as may be necessary and required to permit the development of (i) the 10-acre site and the 4-acre site as provided and described herein, and (ii) the Buyer's original Vineyard Avenue site with 161 residential units;
- 2) elimination to the Buyer's satisfaction of certain access, surface entry and all other rights established in favor of Cambrian Energy Systems, whether or not reflected in Exception 13 of the Title Report dated December 13, 2006 and more particularly described in Buyer's Notice delivered December 27, 2006 as item A.12.;
- 3) creation of a recorded easement or such other right satisfactory to Buyer, evidencing of record, the current encroachment of the flood control channel and access road, presumably in favor of the Ventura County Flood Control District, as reflected in Exception 22 of the initial Title Report for the 10-acre site or as reflected in Buyer's Notice delivered December 27, 2006 as item B.1.b.(i);

41074345.4

1

EXHIBIT E

Agreement No. 6802

- 4) the irrevocable termination, to Buyer's satisfaction and at an expense acceptable to Buyer in Buyer's sole discretion, of the following instruments, as well as all easements, benefits and rights held by Southern California Edison Company and any other person arising thereunder: (i) document recorded March 21, 1975 in Book 4382, Page 579 of Official Records of the County of Ventura, California, and (ii) document recorded October 12, 1984 as Instrument No. 84-115744 of Official Records of the County of Ventura, California; and
- 5) the removal or relocation, to Buyer's satisfaction and at an expense acceptable to Buyer in Buyer's sole discretion, of (i) those underground gas lines (presumably owned by Sempra Energy) located on the 10-acre site, one of which runs parallel to the eastern border of the 10-acre site as indicated on that certain ALTA/ACSM Survey prepared by HMK Engineering, Inc. for Lot 43 under Work Order 06 732, a copy of which is attached hereto as Exhibit A ("Lot 43 Survey"), and (ii) the right-of-way located near the northerly boundary of the 10-acre site and is captioned on the Lot 43 Survey as "Sempra Energy Right of Way Per Sempra Map".

2. At the Close of Escrow, Seller shall, pursuant to an instrument and upon terms and conditions mutually acceptable to Buyer and Seller, be permitted to reserve, from its conveyance of the Property to Buyer, an easement along the southerly boundary of the 10-acre site solely for drainage purposes. The proposed metes and bounds description of such easement is as set forth on Exhibit B hereto.

3. Upon receipt of this Addendum executed by Seller and Buyer, Escrow Holder will execute this Addendum and return fully executed counterparts to the parties hereto.

4. Except as amended hereby, the terms and provisions of the Original Agreement remain unmodified, and are ratified and confirmed.

5. This Addendum may be executed in any number of counterparts, each of which will be an original, but all of the counterparts together will constitute one and the same instrument. This Addendum may be executed by facsimile signature. The signature page of any counterpart may be detached without impairing the legal effect of the signature(s) provided that the signature page is attached to any other identical counterpart.

The signature page follows this page.

EXHIBIT E

Agreement No. 6802

IN WITNESS WHEREOF, Seller and Buyer have caused this Addendum to be executed as of the day and year first above written.

"BUYER": CASDEN OXNARD, LLC,
a Delaware limited liability company

By: Casden Properties, LLC,
a Delaware limited liability company,
its sole member

By: 
Name: Daniel J. Hubbard
Its: Chief Financial Officer

"SELLER": CITY OF OXNARD

By: _____
Edmund F. Sotelo, City Manager

"ESCROW HOLDER": FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Its: _____

Approved as to Form:

By: _____
Alan Holmberg,
Assistant City Attorney, City of Oxnard

EXHIBIT E

Agreement No. 6802

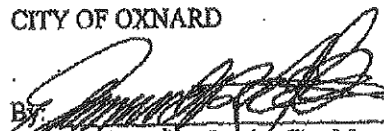
IN WITNESS WHEREOF, Seller and Buyer have caused this Addendum to be executed as of the day and year first above written.

"BUYER": CASDEN OXNARD, LLC,
a Delaware limited liability company

By: Casden Properties, LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: _____
Its: _____

"SELLER": CITY OF OXNARD

By: 
Edmund F. Sotelo, City Manager

"ESCROW HOLDER": FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Its: _____

Approved as to Form:

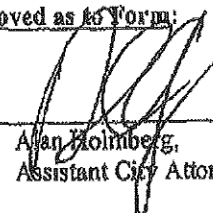
By: 
Alan Holmberg,
Assistant City Attorney, City of Oxnard

EXHIBIT E

Agreement No. 6802

Exhibit A

Lot 43 Survey

(attached)

41074345.4

4

EXHIBIT E

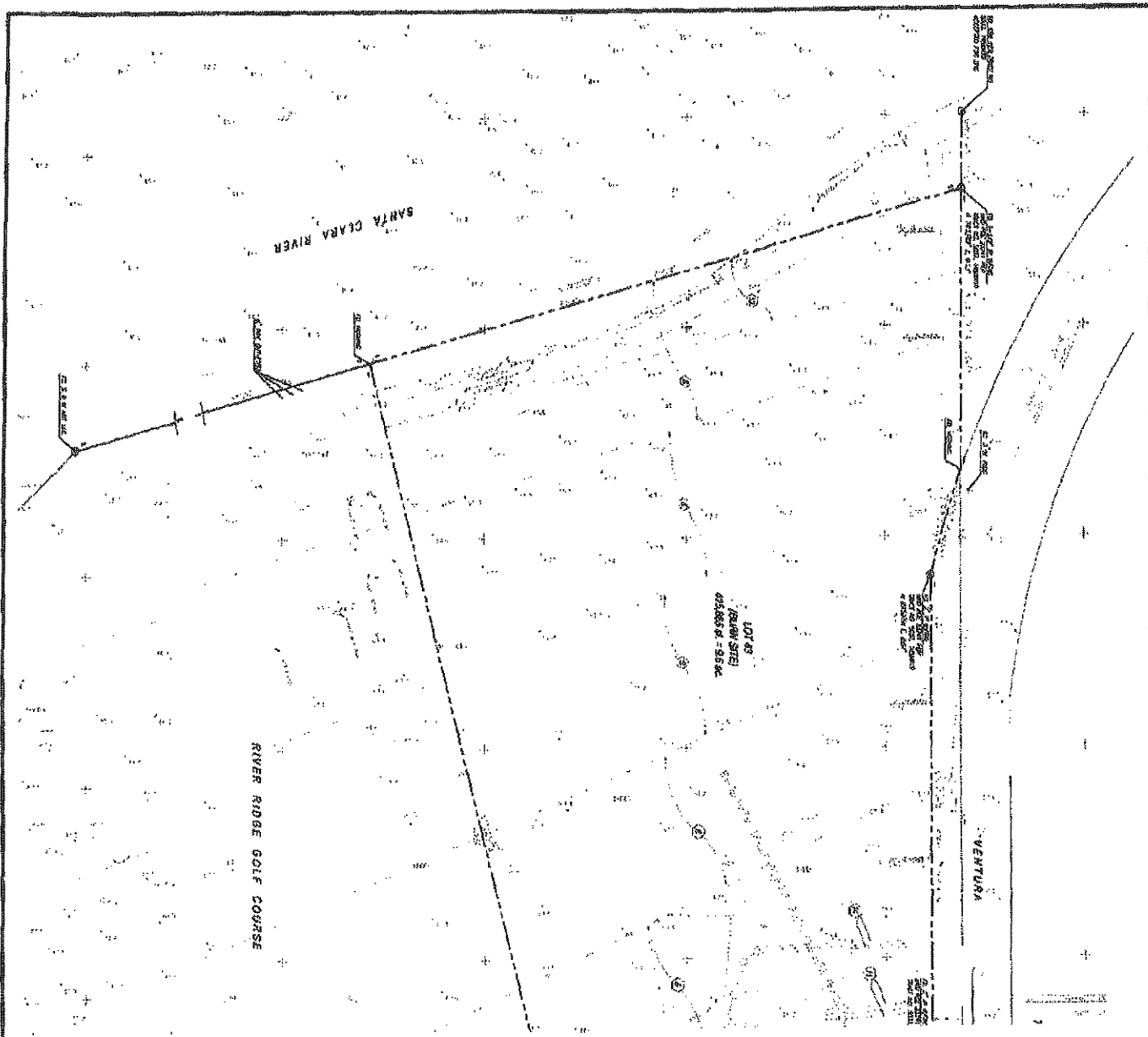


EXHIBIT E.

Agreement No. 6802

Exhibit B

Proposed Legal Description of Drainage Easement

An easement for storm drain purposes, 30 feet wide, within Lot 43 of Tract No. 5032 in the City of Oxnard as per map filed in Book 145 of Miscellaneous Records (Maps) at Pages 7 through 12, inclusive, in the office of the County Recorder of Ventura County, California, the centerline of which is more particularly described as follows:

BEGINNING at a point on the Easterly line of said Lot 43, from which the Southeasterly corner thereof bears South 00°00'17" East, 15.00 feet; thence

1st: South 89°58'52" West, 42.45 feet; thence

2nd: South 42°41'32" West, 62.39 feet; thence

3rd: South 49°17'52" West, 87.64 feet; thence

4th: South 63°02'04" West, 60.44 feet to the beginning of a tangent curve, having a radius of 131.00 feet; thence

5th: Northwesterly along said curve, through a central angle of 78°30'36", an arc distance of 179.50 feet to the Westerly line of said Lot 43.

The sidelines of said easement shall be prolonged or foreshortened so as to terminate at the boundaries of said Lot 43.

41074345.4

5

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This Second Amendment to Purchase and Sale Agreement and Escrow Instructions ("Second Amendment") entered effective as of January 31, 2008, amends that Purchase and Sale Agreement and Escrow Instructions ("Agreement") entered effective as of November 28, 2006, between Casden Oxnard, LLC ("Buyer") and the City of Oxnard ("Seller"). All initially capitalized terms in this Second Amendment have the same meaning as the same terms in the Agreement. The Agreement previously has been amended by an Addendum to Purchase and Sale Agreement and Escrow Instructions ("Addendum") entered as of the 21st day of December 2006.

1. Section 17.1 of the Agreement provides in part:

"...Buyer will apply for and diligently pursue the entitlements...."

Buyer and Seller agree that Buyer to date has diligently pursued the entitlements as of the date of this Second Amendment.

2. Section 17.2 of the Agreement provides:

"Seller agrees that subject to the terms and provisions of this Section 17, Seller shall be irrevocably obligated to purchase the property from Buyer no later than sixty (60) days after the date on which Buyer provides a written demand to Seller requiring that Seller purchase the Property pursuant to this Section 17."

Section 17.3 of the Agreement presently provides:

"The right of Buyer to demand that Seller purchase the Property shall, in any event, regardless of efforts of Buyer to obtain entitlements, and regardless of whether Buyer does or does not obtain Entitlements, expire on the earlier to occur of (i) March 14, 2008 or (ii) the date that is thirty (30) days after the date on which the Entitlements have been obtained."

3. Buyer and Seller wish to amend, and by this Second Amendment do hereby amend in its entirety Section 17.3 of the Agreement so that Section 17.3 of the Agreement shall read as follows:

"The right of Buyer to demand that Seller purchase the Property shall, in any event, regardless of efforts of Buyer to obtain Entitlements, and regardless of whether Buyer does or does not obtain Entitlements, expire on the earlier to occur of (i) June 16, 2008, or (ii) the date that is thirty (30) days after the date on which the Entitlements have been obtained."

EXHIBIT E

4. Section 19.6 of the Agreement provides:

"The City Manager is authorized to sign modifications to this Agreement and documents to implement in [sic] its provisions if and to the extent that the modifications or implementing documents do not, in the opinion of the City Attorney, change the provisions hereof in a material way."

Seller's City Attorney has determined and by executing approval as to the form of this Agreement opines that the modification provided by this Second Amendment does not change the provisions of the Agreement in a material way, but rather allows the parties an additional time period to implement the Agreement.

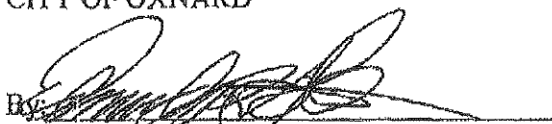
5. Except as amended by this Second Amendment, the Agreement as amended by the Addendum remains in full force and effect.

"BUYER": CASDEN OXNARD, LLC,
a Delaware limited liability company

By: Casden Properties, LLC,
a Delaware limited liability company,
its sole member

By: 
Name: DANIEL J. HUBBARD
Its: CEO

"SELLER": CITY OF OXNARD

By: 
Edmund F. Sotelo, City Manager

APPROVED AS TO FORM:

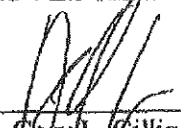
By: 
Gary L. Gillig,
City Attorney, City of Oxnard

EXHIBIT E

Agreement No. 6802

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This Third Amendment to Purchase and Sale Agreement and Escrow Instructions ("Second Amendment") entered effective as of May 15, 2008, amends that Purchase and Sale Agreement and Escrow Instructions ("Agreement") entered effective as of November 28, 2006, between Casden Oxnard, LLC ("Buyer") and the City of Oxnard ("Seller"). All initially capitalized terms in this Third Amendment have the same meaning as the same terms in the Agreement. The Agreement previously has been amended by a First Addendum to Purchase and Sale Agreement and Escrow Instructions ("Addendum") entered as of the 21st day of December 2006, a Second Addendum to Purchase and Sale Agreement and Escrow Instructions ("Second Addendum") dated as of January 9, 2003, and a Second Amendment to Purchase and Sale Agreement and Escrow Instructions ("Second Amendment") dated as of January 31, 2008. There is no document titled "First Amendment to Purchase and Sale Agreement and Escrow Instructions."

1. Section 17.1 of the Agreement provides in part:

"...Buyer will apply for and diligently pursue the Entitlements...."

Buyer and Seller agree that Buyer to date has diligently pursued the Entitlements as of the date of this Third Amendment.

2. Section 17.2 of the Agreement provides:

"Seller agrees that subject to the terms and provisions of this Section 17, Seller shall be irrevocably obligated to purchase the property from Buyer no later than sixty (60) days after the date on which Buyer provides a written demand to Seller requiring that Seller purchase the Property pursuant to this Section 17."

Section 17.3 of the Agreement as amended by the Second Amendment presently provides:

"The right of Buyer to demand that Seller purchase the Property shall, in any event, regardless of efforts of Buyer to obtain Entitlements, and regardless of whether Buyer does or does not obtain Entitlements, expire on the earlier to occur of (i) June 16, 2008, or (ii) the date that is thirty (30) days after the date on which the Entitlements have been obtained."

3. Buyer and Seller wish to amend, and by this Third Amendment do hereby amend in its entirety Section 17.3 of the Agreement so that Section 17.3 of the Agreement shall read as follows:

"The right of Buyer to demand that Seller purchase the Property shall, in any event, regardless of efforts of Buyer to obtain Entitlements, and regardless of

EXHIBIT E

whether Buyer does or does not obtain Entitlements, expire on September 3, 2008, provided, however, that if the City meets the milestones set forth below, such rights shall expire on the earlier to occur of (i) November 14, 2008, or (ii) the date that is thirty (30) days after the date on which the Entitlements have been obtained:

- (a) Release Draft Environmental Impact Report to State Clearinghouse on May 28, 2008, so that
- (b) Environmental Impact Report comment review period ends on Monday, July 14; and
- (c) Review, prepare and print Final Environmental Impact Report on or before August 21, 2008."

4. Section 19.6 of the Agreement provides:

"The City Manager is authorized to sign modifications to this Agreement and documents to implement in [sic] its provisions if and to the extent that the modifications or implementing documents do not, in the opinion of the City Attorney, change the provisions hereof in a material way."

Seller's City Attorney has determined, and by executing approval as to the form of this Agreement, opines that the modification provided by this Third Amendment does not change the provisions of the Agreement in a material way, but rather allows the parties an additional time period to implement the Agreement.

5. Except as amended by this Third Amendment, the Agreement as amended by the Addendum remains in full force and effect.

"BUYER": CASDEN OXNARD, LLC,
a Delaware limited liability company

By: Casden Properties, LLC,
a Delaware limited liability company,
its sole member

By: *Robert J. Hildebrand*
Name: ROBERT J. HILDEBRAND
Its: PRESIDENT

EXHIBIT E

"SELLER":

CITY OF OXNARD

By: 

Edmund F. Sotelo, City Manager

APPROVED AS TO FORM:

By: 

Gary L. Gillig,
City Attorney

G:\ALAN\CITY\River Ridge\THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT.doc

EXHIBIT E

Agreement No. 6802

FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This Fourth Amendment to Purchase and Sale Agreement and Escrow Instructions ("Fourth Amendment") entered effective as of October 15, 2008, amends that Purchase and Sale Agreement and Escrow Instructions ("Agreement") entered effective as of November 28, 2006, between Casden Oxnard, LLC ("Buyer") and the City of Oxnard ("Seller"). All initially capitalized terms in this Fourth Amendment have the same meaning as the same terms in the Agreement. The Agreement previously has been amended by a First Addendum to Purchase and Sale Agreement and Escrow Instructions ("Addendum") entered as of the 21st day of December 2006, a Second Addendum to Purchase and Sale Agreement and Escrow Instructions ("Second Addendum") dated as of January 9, 2003, a Second Amendment to Purchase and Sale Agreement and Escrow Instructions ("Second Amendment") dated as of January 31, 2008, and a Third Amendment to Purchase and Sale Agreement and Escrow Instructions ("Third Amendment") effective as of May 15, 2008. There is no document titled "First Amendment to Purchase and Sale Agreement and Escrow Instructions."

1. Section 17.1 of the Agreement provides in part:

"...Buyer will apply for and diligently pursue the Entitlements...."

Buyer and Seller agree that Buyer has diligently pursued the Entitlements as of the date of this Fourth Amendment.

2. Section 17.2 of the Agreement provides:

"Seller agrees that subject to the terms and provisions of this Section 17, Seller shall be irrevocably obligated to purchase the property from Buyer no later than sixty (60) days after the date on which Buyer provides a written demand to Seller requiring that Seller purchase the Property pursuant to this Section 17."

Section 17.3 of the Agreement, as amended by the Third Amendment, presently provides:

"The right of Buyer to demand that Seller purchase the Property shall, in any event, regardless of efforts of Buyer to obtain Entitlements, and regardless of whether Buyer does or does not obtain Entitlements, expire on September 3, 2008, provided, however, that if the City meets the milestones set forth below, such rights shall expire on the earlier to occur of (i) November 14, 2008, or (ii) the date that is thirty (30) days after the date on which the Entitlements have been obtained:

- (a) Release Draft Environmental Impact Report to State Clearinghouse on May 28, 2008, so that

EXHIBIT E

(b) Environmental Impact Report comment review period ends on Monday, July 14; and

(c) Review, prepare and print Final Environmental Impact Report on or before August 21, 2008."

3. The milestones referenced above in paragraph 2 have been met.

4. Buyer and Seller wish to amend, and by this Fourth Amendment do hereby amend in its entirety, Section 17.3 of the Agreement so that Section 17.3 of the Agreement shall read as follows:

"The right of Buyer to demand that Seller purchase the Property shall, in any event, regardless of efforts of Buyer to obtain Entitlements, and regardless of whether Buyer does or does not obtain Entitlements, expire on the earlier to occur of (i) January 28, 2009, or (ii) the date that is thirty (30) days after the date on which the Entitlements have been obtained."

5. Section 19.6 of the Agreement provides:

"The City Manager is authorized to sign modifications to this Agreement and documents to implement in [sic] its provisions if and to the extent that the modifications or implementing documents do not, in the opinion of the City Attorney, change the provisions hereof in a material way."

Seller's City Attorney has determined, and by executing approval as to the form of this Agreement, opines that the modification provided by this Fourth Amendment does not change the provisions of the Agreement in a material way, but rather allows the parties an additional time period to implement the Agreement.

5. Except as amended by this Fourth Amendment, the Agreement as previously amended remains in full force and effect.

"BUYER": CASDEN OXNARD, LLC,
 a Delaware limited liability company

By: Casden Properties, LLC,
 a Delaware limited liability company,
 its sole member

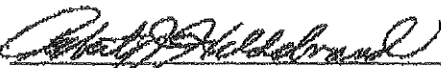
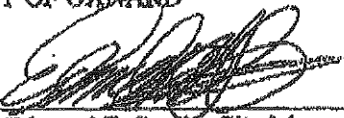
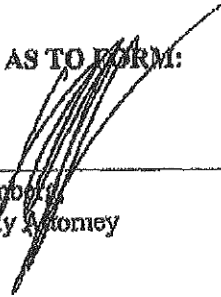
By: 
Name: ROBERT J. HILDEBRAND
Its: PRESIDENT

EXHIBIT E

"SELLER": CITY OF OXNARD

By: 
Edmund F. Sotelo, City Manager

APPROVED AS TO FORM:

By: 
Alan Holmberg
Acting City Attorney

C:\Documents and Settings\JAnderson\Local Settings\Temporary Internet Files\OLK46\FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT.doc

EXHIBIT F

RECORDING REQUESTED BY:

CITY OF OXNARD

REQUEST RECORDING WITHOUT FEE. RECORD
FOR BENEFIT OF CITY OF OXNARD PURSUANT
TO SECTION 6103 OF GOVERNMENT CODE.

WHEN RECORDED PLEASE RETURN TO:

City of Oxnard
305 West Third Street
Oxnard, CA 93030

A.P.N. # 179-040-170; 179-040-180; 179-040-585, 179-040-625 ("Vineyard-Ventura Homes")

AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between, CASDEN OXNARD VINEYARD AVENUE LLC, a Delaware limited liability company, CASDEN OXNARD LLC, a Delaware limited liability company (Casden Oxnard Vineyard Avenue LLC and Casden Oxnard LLC are hereinafter referred to individually and collectively as "Developer") and the CITY OF OXNARD, a municipal corporation ("City"), with respect to the following facts and circumstances:

RECITALS

A. Developer is or intends to become the owner of the property located at the Northwest corner of Vineyard Avenue and Ventura Road, more particularly described as Lots 170, 180, 585, and 625 of Tract No. 070, and as Ventura County Assessor Parcel Numbers 179-040-170, 179-040-180, 179-040-585, and 179-040-625 ("the Property"). A legal description of the property is attached as Exhibit A.

B. Developer desires to construct 201 single-family homes on the approximately 25.5-acre Property (herein the "Project"), and has applied to City for a General Plan Amendment, Specific Plan Amendment, Zone Change, Planned Development Permit, Tentative Tract Map and Development Agreement to do so. This application is presently pending and such application has been designated by City as Application No. PZ 06-620-01 (GPA); PZ 06-570-02 (ZC); PZ 06-540-01 (PD); PZ 06-300-01 (TM).

C. The Project will replace undeveloped land with developed land and will have aesthetic impacts on the City that can be mitigated by adding and maintaining landscaped areas around the Project, including street landscaping ("the Improvements"). Developer will construct the Improvements as part of the Project, at Developer's own expense. City expects to seek to

form an assessment district to fund the maintenance of the Improvements. In order to induce City to form such an assessment district, Developer has entered into this Agreement.

D. The Property will receive a special benefit from the Improvements. The Improvements will mitigate the aesthetic impacts of the Project by replacing open space and vegetation lost to development with landscaped areas in and around the Project. The Improvements will also make the Project more attractive and enhance property values within the Project.

E. In planning the Project, Developer has anticipated and desires that City, at the time deemed appropriate by City, seek to form an assessment district to fund maintenance of the Improvements. In order to induce City to do so, Developer has entered into this Agreement.

F. City and Developer acknowledge that Article XIII D was added to the Constitution of the State of California by virtue of the passage of State Ballot Proposition 218 and that formation of an assessment district of the type contemplated by this Agreement is governed by Article XIII D.

G. City and Developer intend this Agreement to be consistent with the requirements of Article XIII D of the California Constitution and any statutes enacted to implement Article XIII D. The provisions of this Agreement shall be interpreted to conform to this intent.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, City and Developer agree as follows:

1. **Agreement of Developer.** Subject to the provisions of this Agreement, Developer, on behalf of itself and its successors in interest, and in consideration of the agreements of City herein contained, hereby irrevocably agrees as follows:

a. To support and pay the reasonable out of pocket costs for the formation of an assessment district and the imposition of assessments on the Property to fund maintenance of the Improvements by casting a ballot in favor of the formation of such assessment district for the Property in accordance with procedures set forth in Section 4 of Article XIII D of the California Constitution and any statutes enacted to implement Article XIII D, and to give the City Clerk a proxy to cast a ballot for Developer if Developer does not do so.

b. To participate in such district during and after the formation thereof and to cast a ballot in favor of assessments proposed by City for the Property in accordance with procedures set forth in Section 4 of Article XIII D of the California Constitution and any statutes enacted to implement Article XIII D, and to give the City Clerk a proxy to cast a ballot for Developer if Developer does not do so.

c. That the Property will receive a special benefit from the Improvements.

d. That, pursuant to the creation of such district, the assessments to be imposed on the Property shall not exceed the actual reasonable out of pocket cost incurred to

maintain the Improvements, consistent with the maintenance typical of similar residential developments in similar locations within the City of Oxnard.

e. If City does not form such an assessment district for the Property, to form a homeowners' or property owners' association for the Property to fund maintenance of the Improvements, if, when and as directed by City.

f. That before recording the final map for the Project, Developer shall record covenants, conditions and restrictions ("CC&Rs"), in a form satisfactory to the City Attorney, obligating the owners of all or any part of the Property, or a homeowners' or property owners' association on behalf of those owners, to assume responsibility for funding maintenance of the Improvements from and after the date that such an assessment district, after formation, is disestablished or annual assessments therein are suspended, terminated or reduced.

g. That the agreements herein stated be specifically enforceable by City.

2. **Agreement of City.** City agrees that installation and maintenance of the Improvements is desirable, necessary and would benefit the Property and, in consideration of the agreements of Developer herein contained, irrevocably agrees as follows:

a. When City deems it appropriate or necessary to do so, City shall seek to form an assessment district to fund the actual reasonable out of pocket cost incurred to maintain the Improvements, consistent with the maintenance typical of similar residential developments in similar locations within the City of Oxnard. If City does not deem the formation of such an assessment district to be appropriate or necessary, City shall have the right to direct Developer to form a homeowners' or property owners' association for the Property to fund maintenance of the Improvements.

b. Notwithstanding the agreement of Developer hereunder to support the formation of an assessment district to fund maintenance of the Improvements, Developer and its successors in interest shall retain the right to challenge the amount of any proposed assessment against the Property on the basis that such assessment (1) does not accurately reflect the actual reasonable out of pocket cost of maintenance of the Improvements, or that (2) the assessment is the result of an inequitable allocation of the benefits and burdens to the proposed Improvements, or that (3) the determination and allocation thereof is otherwise improper.

c. Section 4 (f) of Article XIII D of the California Constitution contemplates that an assessment imposed by a properly formed assessment district may be challenged on the grounds identified herein, and the provisions of said Section 4(f) shall, in all instances, apply to Developer's retained rights under the provisions of subsection b of this section 2 and that City shall not assert or otherwise take a position to the contrary. The provisions of subsection b of this section 2 shall be specifically enforceable by Developer.

3. **Recording.** The parties agree that at the request of either of them, this Agreement or a Memorandum thereof may be recorded in the official Records of the office of the Recorder for the County of Ventura, California.

4. **Binding Upon Successors.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

5. **Effective Date.** This Agreement shall be effective when executed by Developer.

DATED:

CASDEN OXNARD VINEYARD AVENUE LLC,
a Delaware limited liability company

By: Casden Properties LLC,
a Delaware limited liability company,
its sole member

By: _____
Robert J. Hildebrand, President
"Developer"

DATED:

CASDEN OXNARD LLC,
a Delaware limited liability company

By: Casden Properties LLC,
a Delaware limited liability company,
its sole member

By: _____
Robert J. Hildebrand, President

DATED:

CITY OF OXNARD, a municipal corporation

By: _____
"City"

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 2008, before me, _____,
Notary Public, personally appeared _____, personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the
within instrument and acknowledged to me that he executed the same in his authorized capacity,
and that by his signature on the instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On _____, 2008, before me, _____,
Notary Public, personally appeared _____, personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the
within instrument and acknowledged to me that he executed the same in his authorized capacity,
and that by his signature on the instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

EXHIBIT F

RECORDING REQUESTED BY:

CITY OF OXNARD

REQUEST RECORDING WITHOUT FEE. RECORD
FOR BENEFIT OF CITY OF OXNARD PURSUANT
TO SECTION 6103 OF GOVERNMENT CODE.

WHEN RECORDED PLEASE RETURN TO:

City of Oxnard
305 West Third Street
Oxnard, CA 93030

A.P.N. # 179-0-070-265 ("Ventura Road Townhomes")

AGREEMENT

THIS AGREEMENT is entered into by and between, CASDEN OXNARD LLC, a Delaware limited liability company ("Developer"), and the CITY OF OXNARD, a municipal corporation ("City"), with respect to the following facts and circumstances:

RECITALS

A. Developer is or intends to become the owner of the property located North of the intersection of Vineyard Avenue and Ventura Road, more particularly described as Lot 265 of Tract No. 070, and as Ventura County Assessor Parcel Numbers 179-0-070-265 ("the Property"). A legal description of the property is attached as Exhibit A.

B. Developer desires to construct 143 podium style townhome units on the approximately 9.6-acre Property (herein the "Project"), and has applied to City for a General Plan Amendment, Specific Plan Amendment, Zone Change, Planned Development Permit, and Tentative Tract Map to do so. This application is presently pending and such application has been designated by City as Application No. PZ 07-620-4 (GPA), 07-630-2 (SPA), 07-570-3 (ZC), 07-540-3 (PD), 07-300-11 (TSM), & 07-650-2 (DA)

C. The Project will replace undeveloped land with developed land and will have aesthetic impacts on the City that can be mitigated by adding and maintaining landscaped areas around the Project, including street landscaping ("the Improvements"). Developer will construct the Improvements as part of the Project, at Developer's own expense. City expects to seek to form an assessment district to fund the maintenance of the Improvements. In order to induce City to form such an assessment district, Developer has entered into this Agreement.

D. The Property will receive a special benefit from the Improvements. The Improvements will mitigate the aesthetic impacts of the Project by replacing open space and vegetation lost to development with landscaped areas around the Project. The Improvements will also make the Project more attractive and enhance property values within the Project.

E. In planning the Project, Developer has anticipated and desires that City, at the time deemed appropriate by City, seek to form an assessment district to fund maintenance of the Improvements. In order to induce City to do so, Developer has entered into this Agreement.

F. City and Developer acknowledge that Article XIII D was added to the Constitution of the State of California by virtue of the passage of State Ballot Proposition 218 and that formation of an assessment district of the type contemplated by this Agreement is governed by Article XIII D.

G. City and Developer intend this Agreement to be consistent with the requirements of Article XIII D of the California Constitution and any statutes enacted to implement Article XIII D. The provisions of this Agreement shall be interpreted to conform to this intent.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, City and Developer agree as follows:

1. **Agreement of Developer.** Subject to the provisions of this Agreement, Developer, on behalf of itself and its successors in interest, and in consideration of the agreements of City herein contained, hereby irrevocably agrees as follows:

a. To support and pay the reasonable out of pocket costs for the formation of an assessment district and the imposition of assessments on the Property to fund maintenance of the Improvements by casting a ballot in favor of the formation of such assessment district for the Property in accordance with procedures set forth in Section 4 of Article XIII D of the California Constitution and any statutes enacted to implement Article XIII D, and to give the City Clerk a proxy to cast a ballot for Developer if Developer does not do so.

b. To participate in such district during and after the formation thereof and to cast a ballot in favor of assessments proposed by City for the Property in accordance with procedures set forth in Section 4 of Article XIII D of the California Constitution and any statutes enacted to implement Article XIII D, and to give the City Clerk a proxy to cast a ballot for Developer if Developer does not do so.

c. That the Property will receive a special benefit from the Improvements.

d. That, pursuant to the creation of such district, the assessments to be imposed on the Property shall not exceed the actual reasonable out of pocket cost incurred to maintain the Improvements, consistent with the maintenance typical of similar residential developments in similar locations within the City of Oxnard.

e. If City does not form such an assessment district for the Property, to form a homeowners' or property owners' association for the Property to fund maintenance of the Improvements, if, when and as directed by City.

f. That before recording the final map for the Project, Developer shall record covenants, conditions and restrictions ("CC&Rs"), in a form satisfactory to the City Attorney, obligating the owners of all or any part of the Property, or a homeowners' or property owners' association on behalf of those owners, to assume responsibility for funding maintenance of the Improvements from and after the date that such an assessment district, after formation, is disestablished or annual assessments therein are suspended, terminated or reduced.

g. That the agreements herein stated be specifically enforceable by City.

2. **Agreement of City.** City agrees that installation and maintenance of the Improvements is desirable, necessary and would benefit the Property and, in consideration of the agreements of Developer herein contained, irrevocably agrees as follows:

a. When City deems it appropriate or necessary to do so, City shall seek to form an assessment district to fund the actual reasonable out of pocket cost incurred to maintain the Improvements, consistent with the maintenance typical of similar residential developments in similar locations within the City of Oxnard. If City does not deem the formation of such an assessment district to be appropriate or necessary, City shall have the right to direct Developer to form a homeowners' or property owners' association for the Property to fund maintenance of the Improvements.

b. Notwithstanding the agreement of Developer hereunder to support the formation of an assessment district to fund maintenance of the Improvements, Developer and its successors in interest shall retain the right to challenge the amount of any proposed assessment against the Property on the basis that such assessment (1) does not accurately reflect the actual reasonable out of pocket cost of maintenance of the Improvements, or that (2) the assessment is the result of an inequitable allocation of the benefits and burdens to the proposed Improvements, or that (3) the determination and allocation thereof is otherwise improper.

c. Section 4 (f) of Article XIII D of the California Constitution contemplates that an assessment imposed by a properly formed assessment district may be challenged on the grounds identified herein, and the provisions of said Section 4(f) shall, in all instances, apply to Developer's retained rights under the provisions of subsection b of this section 2 and that City shall not assert or otherwise take a position to the contrary. The provisions of subsection b of this section 2 shall be specifically enforceable by Developer.

3. **Recording.** The parties agree that at the request of either of them, this Agreement or a Memorandum thereof may be recorded in the official Records of the office of the Recorder for the County of Ventura, California.

4. **Binding Upon Successors.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

5. **Effective Date.** This Agreement shall be effective when executed by Developer.

DATED:

CASDEN OXNARD LLC,
a Delaware limited liability company

By: Casden Properties LLC,
a Delaware limited liability company,
its sole member

By: _____
Robert J. Hildebrand, President

DATED:

CITY OF OXNARD, a municipal corporation

By: _____

"City"

COUNTY OF VENTURA)

Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

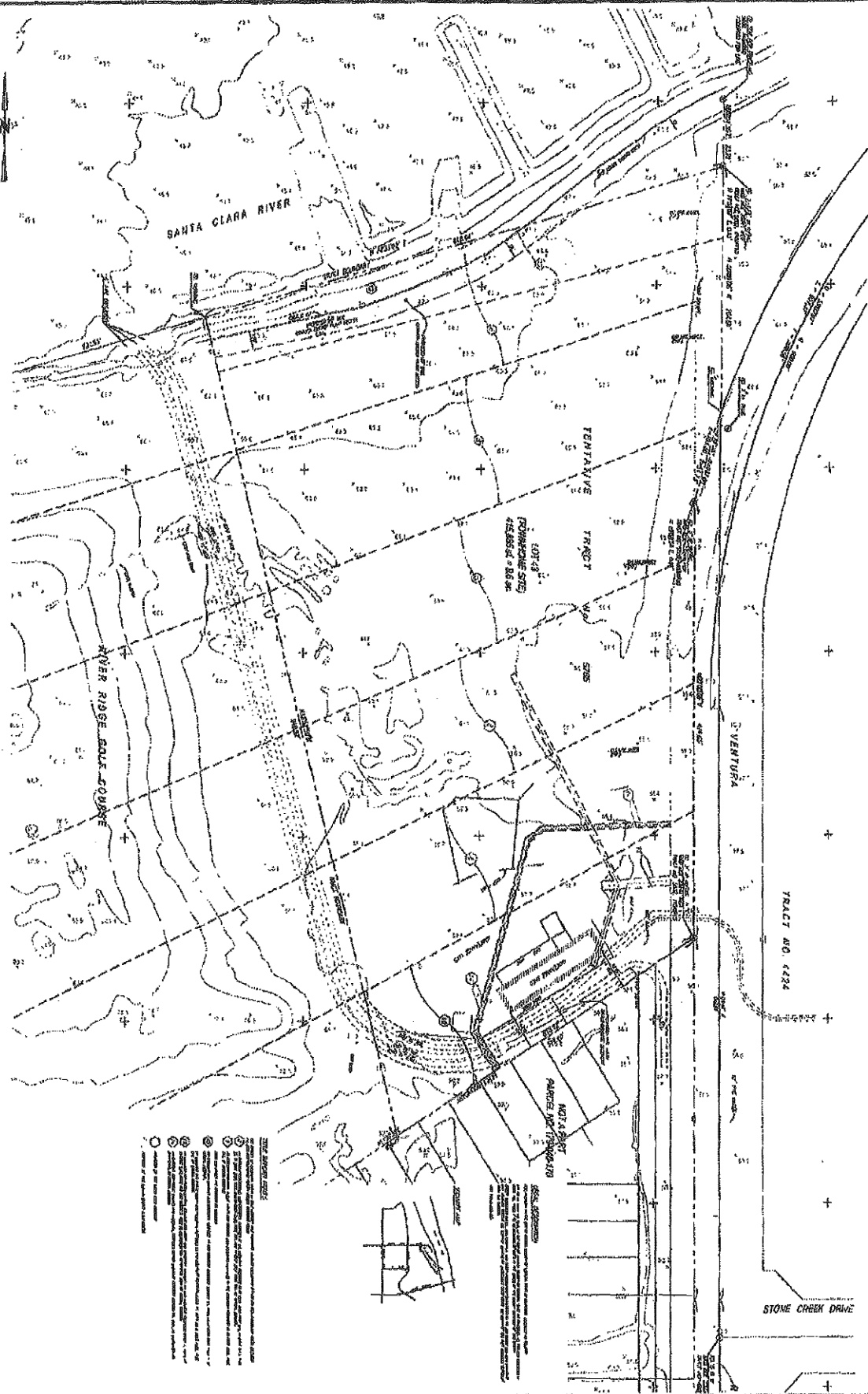
Notary Public

COUNTY OF VENTURA)

Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public



- 1. ALL ELEVATIONS ARE IN FEET ABOVE MEAN SEA LEVEL.
- 2. ALL DISTANCES ARE IN FEET.
- 3. ALL ANGLES ARE IN DEGREES.
- 4. ALL BEARINGS ARE TRUE BEARINGS.
- 5. ALL CURVES ARE CIRCULAR.
- 6. ALL CORNERS ARE MARKED WITH IRON PIPES.
- 7. ALL EASEMENTS ARE SHOWN BY DASHED LINES.
- 8. ALL EASEMENTS ARE 20 FEET WIDE.
- 9. ALL EASEMENTS ARE FOR THE PURPOSE OF THE PROJECT.
- 10. ALL EASEMENTS ARE SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT.

2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E		2000S E	
---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--

EXHIBIT H

Description	Approximate Length (ft)	Casden Participation	
		(%)	(\$)
<i>Water</i>			
18" Water Line (Wagon Wheel Loop Phase 1)	4,300	0%	-
18" Water Line (Wagon Wheel Loop Phase 2)	3,300	0%	-
18" Water Line (Wagon Wheel Loop Phase 3)	4,800	38%	\$818,976
18" Water Line (Wagon Wheel Loop Phase 4)	3,900	38%	\$665,418
Subtotal			\$1,484,394
<i>Gravity Sewer</i>			
10" Gravity Sewer (Wagon Wheel to new lift station)	4,000	0%	-
18" Gravity Sewer (existing to new lift station)	1,800	45%	\$396,090
21" (Gravity Sewer (new lift station inlet)	200	38%	\$38,760
Subtotal			\$434,850
<i>Sewer Force Main</i>			
16" Force Main (new lift station to Gonzales Road)	5,400	38%	\$921,348
Subtotal			\$921,348
<i>New Lift Station</i>			
New Lift Station		25.50%	\$510,000
Subtotal			\$510,000
<i>Recycled Water</i>			
16" Recycled Water (Gonzales Road to Wagon Wheel)	8,800	49%	\$1,625,624
Subtotal			\$1,625,624
Subtotal			\$4,976,216
Contingency (@20%)			\$995,243
Total			\$5,971,459

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement ("Amendment") is entered into by and between the City of Oxnard ("City") and Devco Oxnard Vineyard Avenue, LLC, formerly known as Casden Oxnard Vineyard Avenue, LLC ("Devco") as of December 15, 2015 (the "Effective Date"). (The City and Devco may be referred to herein individually as a "Party" and collectively as the "Parties.")

I.

RECITALS

A. Devco, Casden Oxnard LLC, and the City entered into that certain Development Agreement dated as of January 27, 2009 and recorded as Document No. 2090326-0004781-0 in the Official Records of the County of Ventura on March 26, 2009 (the "2009 Development Agreement") concerning the real property more particularly described on Exhibit A-1 (the 18.97 acre "Devco Site"), Exhibit A-2 (the 4.68 acre "Football Field") and Exhibit A-3 (the 9.54 acre "Townhomes Site") attached to this Amendment. (Unless otherwise expressly set forth herein, all initially capitalized terms used herein shall have the meaning set forth in the 2009 Development Agreement. Devco and Casden Oxnard, LLC are referenced as the "Developer" in the 2009 Development Agreement.)

B. In January 2009 when it approved the 2009 Development Agreement, the City Council for the City approved the following entitlements for the development of a residential project on the Devco Site, the Football Field and the Townhomes Site: amendments to the City's 2020 General Plan, amendments to the Northwest Community Specific Plan, special use permits, zone changes, tentative tract maps and the 2009

Specific Plan, special use permits, zone changes, tentative tract maps and the 2009 Development Agreement. (Those approvals are referenced as the “Existing Approvals” in the 2009 Development Agreement.)

C. On or about June 2009 and subsequent to the City’s approval of the Entitlements, the Townhomes Site and Football Field were transferred to the City, and City is now the current owner of the Townhomes Site and Football Field.

D. Subsequent to the City’s approval of the 2009 Development Agreement and the transfer of the Townhomes Site and Football Field by the City, Casden Oxnard, LLC was dissolved and its interest in the 2009 Development Agreement was assumed by Devco.

E. The Existing Approvals included approval of a tentative map for the Devco Site, which map is designated as Tentative Map No. 5672. Tentative Map No. 5672 authorized development of residential units on the Devco Site. Devco is in the final phase of processing a final tract map consistent with Tentative Map No. 5672 for the development of 152 residential units (the “Project”). On or about February 26, 2015, the City approved Minor Modification No. 14-140-08 to Special Use Permit No. PZ 06-540-01 and Tentative Map No. 5672 for the Project to modify lot configuration, grading and drainage, sewer and water line configuration, and offsite public improvements due to removal of the Football Field and Townhomes Site from the project set forth in the 2009 Development Agreement. Nothing in this Amendment shall affect the processing of the Final Map for the Project.

F. Pursuant to Section 5.8 of the 2009 Development Agreement, the City has built two (2) potable water lines, three (3) gravity sewer lines, a sewer force main, and a

recycled water line, which are further described in Exhibit “H” to the 2009 Development Agreement (the “Off-Site Improvements”). Since revisions to Exhibit H are minor within the meaning of Section 10.2 of the 2009 Development Agreement, the City administratively approved on May 14, 2015 a revised Exhibit H pursuant to Section 5.8(f) of the 2009 Development Agreement that (i) reflects the actual costs of constructing those Off-Site Improvements and (ii) reduces Devco’s fair share of those costs to account for the transfer of the Townhomes Site and Football Field to the City. (A copy of that revised form of Exhibit H is attached hereto as Exhibit “B.”)

G. The Ventura County Watershed Protection District (the “District”) is studying and designing alternatives for improvements to certain sections of the Santa Clara River Levee Systems, specifically SCR-3 Levee, Reaches 1 through 4 located generally from the Bailard Landfill to the Union Pacific Railroad, approximately 1,600 feet west of Victoria Avenue (the “Levee System”). It is anticipated that the City will make a financial contribution to pay a portion of the Levee improvement costs. The City has requested that Devco make a fair share payment toward the cost of constructing certain improvements to the Levee, which have been identified as Alternative I-C for Reaches 1 through 3 and Alternative II-D for Reach 4 of the Levee System (the “Levee Improvements”). The 2009 Development Agreement did not require such a fair share payment.

H. The City previously adopted a floodplain management ordinance, which is provided at Chapter 18 of the Oxnard City Code (the “City’s Floodplain Ordinance”). Section 18-8 of the City’s Floodplain Ordinance provides that the Ordinance “shall apply to all areas of special flood hazards within the jurisdiction of the city.” Section 18-2 of

the City's Floodplain Ordinance defines the term "Special Flood Hazard Area" as "an area having special flood or flood-related erosion hazards, and shown on a FHBM or FIRM as zone A, AO, A1-30, AE, A99, AH, V1-V30, VE, or V." Section 18-9(A) and (B) of the City's Floodplain Ordinance provides the two bases for establishing an area of special flood hazard within the meaning of the Ordinance. The Devco Site is not located in a designated area of special flood hazard as defined by those sections of the City's Floodplain Ordinance, although Devco acknowledges that (a) the Federal Emergency Management Agency may be reviewing the Flood Insurance Rate Maps applicable to the Devco Site and (b) the City may conduct supplemental studies for implementation of the City's Floodplain Ordinance in accordance with the requirements of the City's Floodplain Ordinance.

II.

TERMS OF THE AMENDMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties hereby agree to amend the 2009 Development Agreement as provided below. Except as so expressly amended, the remaining provisions of the 2009 Development Agreement remain in full force and effect:

A. Off-Site Improvements.

1. Section 5.8(d)(ii) of the 2009 Development Agreement is deleted in its entirety and replaced with the following: "With respect to those Off-Site Improvements built by the City, Developer shall pay its share of those Off-Site Improvement Costs upon issuance of building permits for the Project, which share totals

\$2,129,926 and includes an agreed upon amount of interest on the Off-Site Improvements already built by the City. Based on 152 residential units in the Project, Developer shall pay \$14,013 to the City at issuance of each building permit for each unit. Developer shall pay any remaining portion of its share of those Off-Site Improvement Costs no later than December 31, 2017. Except for making the payment expressly provided in this Section 5.8(d)(ii) and except as provided in the Subdivision Improvement Agreement required pursuant to Section 5.8(e) below, Developer shall have no further obligations, monetary or otherwise, concerning the Off-Site Improvements referred to in this Section 5.8(d)(ii) or the City's costs to construct those Off-Site Improvements."

2. Because the City has constructed the Off-Site Improvements specified in Exhibit B to this Amendment prior to the Parties entering into the Subdivision Improvement Agreement specified in Section 5.8(e) of the 2009 Development Agreement, said Section 5.8(e) is deleted in its entirety and hereby amended to read as follows: "No later than the approval of the final tract map for the Project, Developer and City shall execute the Subdivision Improvement Agreement in the form attached hereto as Exhibit I." (A copy of that form of the Subdivision Improvement Agreement is attached to this Amendment at Exhibit C.)

3. By execution of this Amendment, Devco shall be deemed to have elected, within the meaning of Section 5.8(c) of the 2009 Development Agreement, to construct the Sewer Lift Station referenced in Exhibit H to the 2009 Development Agreement. The Sewer Lift Station shall be included in the list of Off-Site Improvements set forth in the Subdivision Improvement Agreement to be entered into pursuant to

Section 5.8(e) of the 2009 Development Agreement as amended by Section II-A-2 of this Amendment.

4. Section 5.8(d)(i) of the 2009 Development Agreement is hereby amended to change the time period in the second sentence of Section 5.8(d)(i) from ninety (90) days to three hundred and sixty five (365) days. The three hundred and sixty five day-time period shall commence upon the City's acceptance of the completed Sewer Lift Station in accordance with the applicable provisions of the Subdivision Improvement Agreement.

B. Contribution To Levee Improvement Costs.

1. The following provisions are added as new Section 5.12(a)-(d) to the 2009 Development Agreement:

“(a) Based on (a) the acreage of the parcels comprising the Project Site and (b) the estimated cost of constructing the “Levee Improvements,” Devco shall make a fair share payment of \$1,376,000 toward the Levee Improvement Costs (“Developer’s Fair Share of Levee Improvement Costs.

(b) Based on 152 residential units in the Project, Developer shall pay \$9,052.63 to the City toward Developer’s Fair Share of Levee Improvement Costs at issuance of each building permit for each unit in the Project. The entire outstanding balance of Developer’s Fair Share of Levee Improvement Costs shall be paid by Developer to the City within sixty (60) calendar days after the City provides written certification to Devco that District has awarded a final, binding contract for the construction of the first phase of the Levee Improvements to a third party. If Developer

defaults on its obligation to make the aforementioned payment, the City may refuse to issue any further building permits for the Project until the payment is made in full.

(c) So long as Developer is in compliance with this Agreement, the City will continue to issue building permits and final inspections for the Project even if any portion of the Project Site covered by Tentative Map No. 5672 is hereafter designated as being in an area of "special flood hazard," a "Floodplain" or "Flood-Prone Area" as those terms are defined in Chapter 18 of the Oxnard City Code.

(d) Except for paying the Developer's Fair Share of Levee Improvement Costs, Developer shall have no other obligation, monetary or otherwise, concerning the Levee Improvements or the City's contribution to District for the construction of all or some portion of the Levee Improvements."

C. Access Easement

1. Exhibit D to this Amendment is added as Exhibit J to the 2009 Development Agreement and the following provisions are added as new Section 5.13(a)-(c) to the 2009 Development Agreement:

"(a) Within thirty (30) days following the "Access Grant Date" (defined below), the owner of the Grantor Property (as defined in the Residential Access Easement Agreement attached as Exhibit J hereto) ("Grantor") shall execute and deliver to the owner of the "Grantee Property" (as defined in the Access Easement Agreement) (the "Grantee") for recordation in the official records of the County of Ventura, California that certain Residential Access Easement Agreement attached hereto as Exhibit J (the "Access Easement Agreement"). As used in the foregoing sentence, the term "Access Grant Date" shall mean the date that Grantee receives from the City the

building permit for the first residential unit in the Project. Notwithstanding the foregoing, Grantor shall have no obligation to enter into the Access Easement Agreement if (a) the Access Grant Date has not occurred within the term of this Agreement, or (b) the internal roads constructed on the Grantee Property do not connect to the Private Access Roads (as defined in the Access Easement Agreement), as such Private Access Roads may be located, relocated, or otherwise modified prior to the Access Grant Date.

(b) Provided that one of the internal roads constructed on the Grantee Property connects to the private road known as Thorpe Trail on the Grantor Property (as defined in the Access Easement Agreement and depicted on Exhibit D attached thereto), as a condition precedent to Grantor entering into the Access Easement Agreement and granting the easements identified therein, Grantee shall agree, pursuant to a separate, written agreement (the "Grantee Construction Agreement"), to demolish the pavement that forms the cul-de-sac on Thorpe Trail (depicted as a shaded area on Exhibit D attached to the Access Easement Agreement) and improve and restore such real property such that Thorpe Trail is a continuous, private roadway approximately forty-seven feet (47') in width with consistent landscaping, irrigation, sidewalks, curbs, gutters, and other improvements. The Grantee Construction Agreement shall contain a reasonably-detailed description and specifications for the required construction work, timeline for completion, requirements for indemnification and insurance, and such other terms and conditions reasonably required by Grantor consistent with industry standards for similar removal and restoration efforts. All work required under the Grantee Construction Agreement shall be undertaken and accomplished by Grantee in a good and workmanlike manner and at Grantee's sole cost and expense.

(c) The Parties agree and acknowledge that the obligation to execute and record the Access Easement Agreement arises out of the conditions in the Minor Modification described in Recital I-E, above, and shall survive the termination or expiration of this Agreement.”

D. Additional Provisions.

1. Execution Of Additional Documents. Each of the Parties agrees to promptly do such acts and execute such additional documents as might be necessary to carry out the provisions and effectuate the purposes of this Amendment.

2. Authority. Each person executing this Amendment on behalf of a corporation or other entity represents that he or she has the full legal right, power and authority to execute and deliver this Amendment and to bind the Party for whom such individual is signing, and to cause such Party to perform its obligations hereunder.

3. Exclusive Remedy. By executing this Amendment, each of the Parties acknowledges and agrees that the rights and remedies provided in this Amendment shall be the sole and exclusive rights and remedies surviving as between and among the Parties hereto relating to the subject matter of this Amendment.

4. No Reliance On Others. No representations, oral or otherwise, expressed or implied, other than those contained herein have been made by any Party, or any officer, director, shareholder, partner, associate, agent, affiliate, insurer, attorney or employee thereof. By executing this Amendment, each of the Parties warrants and represents that this Amendment is made and entered into without reliance upon any statements or representations of any other Party, or in reliance upon any statements or

representations made by any officers, directors, shareholders, partners, associates, agents, affiliates, insurer, attorneys or employees, of any other Party.

5. Independent Investigation. Each of the Parties warrants and represents that he, she or it has made its own independent investigation, in the manner deemed necessary and appropriate by them, of the facts and circumstances surrounding this Amendment, and that through such independent investigation, each Party has satisfied itself that the execution of this Amendment is in his, her or its best interest. Also, each of the Parties warrants and represents that his, her or its independent investigation has included, but not been limited to, receipt of independent advice by legal counsel on the advisability of entering into this Amendment.

6. Construction of Amendment. Each of the Parties has cooperated in the drafting and preparation of this Amendment and, therefore, any construction of the intent of the Parties or language hereof to be made by a court or arbitrator shall not be construed against any of the Parties.

7. Comprehension of Terms. Each of the Parties warrants and represents that he, she and it has read this Amendment in full, fully understands each and every provision hereof, and agrees to be bound by all of the terms and provisions set forth herein.

8. Inurement to Others. Each of the Parties agrees that the terms and conditions contained in this Amendment shall inure to the benefit of each of the Parties, and their respective corporate and legal successors.

9. Assignment. Devco may assign this Amendment to any third party who purchases all or a portion of the Devco Site upon ten-day written notice to the City.

10. Governing Law. This Amendment shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties hereunder shall be governed by, construed and enforced in accordance with the laws of the State of California.

11. Severability. Any portion of this Amendment found to be invalid, void or unenforceable shall be deemed severable from the remainder of this Amendment and shall not invalidate the remainder of the Section in which it is located or the remainder of this Amendment.

12. Merger and Integration. This Amendment contains the full and entire agreement between and among the Parties with respect to the entire subject matter hereof and supersedes any and all prior or contemporaneous agreements and discussions, whether written or oral. Any and all prior or contemporaneous discussions, negotiations, writings, commitments and/or undertakings related hereto are merged herein.

13. Amendment. This Amendment may be amended only by a written agreement signed by all Parties and approved in accordance with Section 10.1 of the 2009 Development Agreement.

14. Headings. The titles and headings of the various sections of this Amendment are intended solely for convenience of reference and shall not be construed as an explanation, modification or intended construction of any terms or provisions of this Amendment.

15. Counterparts. This Amendment may be executed and delivered by facsimile or emailed .PDF and in any number of counterparts, each of which shall be

deemed an original; however, all such counterparts shall constitute but one and the same instrument signed as of the Effective Date.

16. Attorneys' Fees. In the event of litigation relating to this Amendment, the prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and costs from the losing Party or Parties in connection with such litigation.

17. Notice. Any notice required or permitted to be given under the terms of this Amendment shall be in writing and delivered by overnight mail and by facsimile or electronic transmission, unless another means of delivery is expressly authorized or required in this Agreement for a particular notice. Notices shall be sent to the following persons:

To: CITY City Manager City of Oxnard 300 West 3rd Street Oxnard, CA 93030 Telephone: (805) 385-7450	With a copy to: Stephen M. Fischer Assistant City Attorney Office of the City Attorney 300 West Third Street, Suite 300 Oxnard, CA 93030 Telephone: (805) 385-7492 Facsimile: (805) 385-7423 Email: Stephen.Fischer@ci.oxnard.ca.us
To: DEVCO Philip Ram President Ravello Holdings, Inc. 12424 Wilshire Boulevard, Suite 670 Los Angeles, CA 90025 Telephone: (310) 820-0550 Facsimile: (310) 820-0990 Email: pram@ravelloholdings.com	With a copy to: Edward J. Casey, Esq. Alston & Bird LLP 333 South Hope Street, 16th Floor Los Angeles, CA 90071 Telephone: (213) 576-1000 Facsimile: (213) 576-1100 Email: ed.casey@alston.com

Notice shall be deemed given as of the date of transmission of the notice. Any Party may change its addressee(s) for notice by providing written notice of such change in accordance with the requirements of this Section of the Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment.

December __, 2015

CITY OF OXNARD

By:
Its:

December __, 2015

DEVCO OXNARD VINEYARD AVENUE, LLC

By:
Its:

APPROVED AS TO FORM
ONLY:

OFFICE OF THE CITY ATTORNEY

December __, 2015

By: Stephen M. Fischer
Counsel for City of Oxnard

December __, 2015

ALSTON & BIRD LLP

By: Edward J. Casey
Counsel for Devco Oxnard Vineyard Avenue, LLC

EXHIBIT A-1

LEGAL DESCRIPTION

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

A PART OF SUBDIVISION 7 OF THE RANCHO EL RIO DE SANTA CLARA O'LA COLONIA, PARTLY IN THE CITY OF OXNARD, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL., DEFTS.", SAID REAL PROPERTY PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF VENTURA ROAD, 60 FEET WIDE, AS SHOWN ON SAID MAP AT THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO CITY OF OXNARD, RECORDED JANUARY 21, 1966 AS DOCUMENT NO. 3970, IN BOOK 2932, PAGE 7 OF OFFICIAL RECORDS; THENCE ALONG WESTERLY LINE OF VENTURA ROAD,

1ST: SOUTH 2781.48 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF TRACT 1809-1, AS PER MAP RECORDED IN BOOK 46, PAGE 47 OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE NORTHERLY LINE OF SAID TRACT 1809-1 AND ITS WESTERLY PROLONGATION,

2ND: SOUTH 89° 57' 11" WEST 1459.44 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO ARTHUR CONNALLY DATED DECEMBER 1, 1886 AND RECORDED IN BOOK 19, PAGE 120 OF DEEDS; THENCE ALONG SAID EASTERLY LINE TO AND ALONG THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF OXNARD RECORDED MAY 27, 1968, AS DOCUMENT NO. 26341, IN BOOK 3309, PAGE 522 OF OFFICIAL RECORDS.

3RD: NORTH 1845.00 FEET, MORE OR LESS, TO THE SOUTHWESTERLY CORNER OF THE HEREINBEFORE FIRST MENTIONED LAND OF THE CITY OF OXNARD; THENCE ALONG THE SOUTHERLY LINE OF THE LAND,

4TH: NORTH 58° 47' 27" EAST 1726.31 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING SOUTHERLY OF THE NORTHERLY LINE OF VINEYARD AVENUE, AS SET FORTH IN INSTRUMENT RECORDED NOVEMBER 10, 1983, AS DOCUMENT NO. 128420 OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION AS GRANTED TO THE CITY OF OXNARD, A MUNICIPAL CORPORATION, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, IN A DEED RECORDED DECEMBER 18, 1985, AS DOCUMENT NO. 144776 OF OFFICIAL RECORDS.

SAID DESCRIBED LAND IS ALSO KNOWN AS PARCEL A OF CERTIFICATE OF COMPLIANCE RECORDED OCTOBER 26, 1987 AS INSTRUMENT NO. 87-171015.

ALSO EXCEPT AL OILS AND MINERALS LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND WITHOUT THE RIGHT TO ENTER UPON THE SURFACE THEREOF, AS RESERVED BY IDA E. SWIFT, TRUSTEE OF THE IDA E. SWIFT TRUST DATED AUGUST 6, 1970 RECORDED APRIL 20, 1979, AS INSTRUMENT NO. 040494 OF OFFICIAL RECORDS.

ALSO EXCEPT ANY REMAINING PORTION OF MINERALS, COAL, CARBONS, HYDROCARBONS, OIL, GAS, CHEMICAL ELEMENTS AND COMPOUNDS WHETHER IN SOLID, LIQUID OR GASEOUS

First American Title

Order Number: NHSC-4499670 (tc)

Page Number: 9

FORM, AND ALL STEAM AND OTHER FORMS OF THERMAL ENERGY BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF THE ABOVE DESCRIBED LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE, AS RESERVED IN DEED RECORDED SEPTEMBER 27, 1985, AS DOCUMENT NO. 107658 OF OFFICIAL RECORDS.

APN: 179-0-040-170 and 179-0-040-180

First American Title

EXHIBIT A-2

Order Number: NHSC-4548047 (tc)

Page Number: 6

LEGAL DESCRIPTION

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

LOTS 34 AND 36 OF TRACT NO. 5032, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 145, PAGES 7 TO 12 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER A PORTION OF SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY OR SUBSURFACE ENTRY ABOVE THE DEPTH OF 500 FEET MEASURED VERTICALLY FROM THE SURFACE AS RESERVED IN DEEDS OF RECORD.

APN: 179-0-040-625 and 179-0-040-585

First American Title

EXHIBIT A-3

LEGAL DESCRIPTION

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

LOT 43 OF TRACT NO. 5032, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 145, PAGES 7 TO 12 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER A PORTION OF SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY OR SUBSURFACE ENTRY ABOVE THE DEPTH OF 500 FEET MEASURED VERTICALLY FROM THE SURFACE AS RESERVED IN DEEDS OF RECORD.

APN: 179-0-070-265

First American Title

EXHIBIT B

EXHIBIT H to Development Agreement
(Revised as of May 14, 2015)

VINEYARD/VENTURA DEVELOPMENT
Off-Site Infrastructure Costs
May 14, 2015

DESCRIPTION	ACTUAL COSTS	DEVCO SHARE
18" Water Lines (Phases 3 and 4), 15" Gravity Sewer, 21" Gravity Sewer, 16" Force Main, and 16" Recycled Water Line	\$3,135,370.77 ¹	\$1,807,854.79 ²
New Lift Station (to be designed and constructed by developer)	\$535,500 ³	\$308,769.30 ⁴

¹ Refer to spreadsheet attached hereto (prepared by Lou Balderrama, Design and Construction Services Manager, City of Oxnard).

² Devco fair share percentage is 57.66% of total project actual costs. The 57.66% represents Devco's prorata share based upon the total acreage of property covered by 2009 approved entitlements. (Devco Site- 18.97 Acres, Football Field- 4.39 Acres and Townhome Site- 9.54 Acres).

³ Projection based on estimated construction costs provided in revised Exhibit H dated October 30, 2013.

⁴ Devco fair share percentage is 57.66% of total projected costs. The 57.66% represents Devco's prorata share based upon the total acreage of property covered by 2009 approved entitlements. (Devco Site- 18.97 Acres, Football Field- 4.39 Acres and Townhome Site- 9.54 Acres).

LEGAL02/35477142v2

CITY OF OXNARD
VENTURA ROAD UTILITY IMPROVEMENTS RESURFACING PROJECT - PHASE II
CONTRACT PAY ESTIMATE

ITEM	UNIT	DESCRIPTION	CONTRACT QUANTITY	UNIT PRICE	CONTRACT AMOUNT	FINAL QUANTITIES	FINAL AMOUNT	Water	Sewer	Prorate	Recycled	38%
1	LS	Mobilization (except ROW)	1	\$ 415,000.00	\$ 415,000.00	1	\$ 415,000.00			\$ 207,500.00		
2	LS	Traffic Control (except ROW)	1	\$ 180,000.00	\$ 180,000.00	1	\$ 180,000.00			\$ 90,000.00		
3	LS	Writer, Dust, Noise & Pollution Control (except ROW)	1	\$ 100,000.00	\$ 100,000.00	1	\$ 100,000.00			\$ 50,000.00		
4	LS	Dewatering	1	\$ 57,000.00	\$ 57,000.00	1	\$ 57,000.00			\$ 28,500.00		
5	LS	Trench Safety (except ROW)	1	\$ 125,000.00	\$ 125,000.00	1	\$ 125,000.00			\$ 62,500.00		
6	LS	Debris Field Management (except ROW)	1	\$ 100,000.00	\$ 100,000.00	1	\$ 100,000.00			\$ 50,000.00		
7	LF	Trench Stabilization	2,100	\$ 3.25	\$ 6,825.00	153	\$ 492.75			\$ 432.25		
8	LS	Project Permitting	1	\$ 11,985.56	\$ 11,985.56	1	\$ 11,985.56			\$ 5,992.78		
9	LS	Additional Site Investigation	1	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00			\$ 10,000.00		
10	TON	1.5" Asphalt Rubber Hot Mix (ARHM-GG-C)	2,572	\$ 125.00	\$ 322,375.00	2,653	\$ 331,625.00			\$ 180,181.25		
11	TON	5" Asphalt Concrete (DGAC-C2 PG64-10)	8,598	\$ 85.00	\$ 730,830.00	8,683	\$ 738,038.00			\$ 366,019.00		
12	TON	6" Aggregate Base	6,809	\$ 18.00	\$ 122,562.00	6,809	\$ 122,562.00			\$ 61,281.00		
13	TON	12" Aggregate Base	8,397	\$ 15.00	\$ 125,955.00	10,206	\$ 153,090.00			\$ 77,220.00		
14	SV	Tensar FOC Geogrid	46,171	\$ 6.80	\$ 313,972.80	51,158	\$ 347,963.60			\$ 153,468.00		
15	SF	Full Depth Stabilization (Digsouts) 0.58'	6,954	\$ 8.00	\$ 55,632.00	6,950	\$ 55,600.00			\$ 26,640.00		
16	SV	Cold Mill Full Width 0.17' to 0.20'	25,030	\$ 2.40	\$ 60,072.00	27,290	\$ 65,496.00			\$ 25,298.40		
17	SV	Asphalt Rubber Aggregate Membrane (ARAM) 0.63'	22,936	\$ 3.50	\$ 80,276.00	22,936	\$ 80,276.00			\$ 30,703.20		
18	TON	Asphalt Rubber Hot mix (ARHM-GG-C) 0.17'	2,872	\$ 122.00	\$ 350,384.00	3,205	\$ 390,620.00			\$ 196,748.00		
19	TON	6" AC Bus Pad (DGAC-C2 PG 64-10)	87	\$ 112.00	\$ 9,744.00	81	\$ 9,072.00			\$ 3,428.16		
20	SV	Type II Slurry Seal	14,045	\$ 3.75	\$ 52,668.75	15,475	\$ 57,931.25			\$ 21,712.50		
21	LF	Remove and Replace PCC Curb & Gutter	95	\$ 112.00	\$ 10,640.00	105	\$ 11,760.00			\$ 4,500.00		
22	SF	Remove and Replace PCC Sidewalk	540	\$ 8.50	\$ 4,590.00	1,266	\$ 10,761.00			\$ 4,101.30		
23	LF	6" Concrete Curb & Median Construction	144	\$ 28.00	\$ 4,032.00		\$ -			\$ -		
24	EA	Construct ADA Access Ramp	1	\$ 2,200.00	\$ 2,200.00	1	\$ 2,200.00			\$ 840.00		
25	EA	Adjust Manhole to Grade	10	\$ 850.00	\$ 8,500.00	30	\$ 25,500.00			\$ 9,750.00		
26	EA	Adjust Valve Box and Cover to Grade	19	\$ 560.00	\$ 10,640.00	71	\$ 39,760.00			\$ 14,906.00		
27	EA	Adjust Survey Monument to Grade	2	\$ 1,700.00	\$ 3,400.00		\$ -			\$ -		
28	LF	12" White Groove/Stop Bar Lines	2,000	\$ 2.25	\$ 4,500.00	2,708	\$ 6,093.00			\$ 2,285.40		
29	EA	Type IV (L) Arrow	24	\$ 51.00	\$ 1,224.00	24	\$ 1,224.00			\$ 489.60		
30	EA	Type IV (R) Arrow	8	\$ 37.50	\$ 300.00	8	\$ 300.00			\$ 120.00		
31	EA	Type VII Arrow	5	\$ 103.00	\$ 515.00	5	\$ 515.00			\$ 206.00		
32	EA	Type VII (R) Arrow	5	\$ 85.00	\$ 425.00	5	\$ 425.00			\$ 169.00		
33	LF	4" White Lane Line (Detail 9)	15,700	\$ 0.27	\$ 4,251.00	17,058	\$ 4,574.46			\$ 1,741.77		
34	LF	8" Channelizing Line (Detail 38)	2,450	\$ 1.15	\$ 2,817.50	2,596	\$ 2,985.40			\$ 1,154.26		
35	LF	6" Bike Lane Line (Detail 39)	15,300	\$ 0.45	\$ 6,885.00	15,311	\$ 6,889.95			\$ 2,655.98		
36	LF	6" Bike Lane Line (Detail 38A)	492	\$ 0.35	\$ 172.20	401	\$ 140.35			\$ 56.13		
37	LF	4" Right Edge Line (Detail 27B)	3,411	\$ 0.25	\$ 852.75	3,490	\$ 872.50			\$ 336.90		
38	LF	6" Lane Drop (Detail 37B)	1,556	\$ 0.70	\$ 1,089.20	1,543	\$ 1,080.10			\$ 412.83		
39	LF	4" White Diagonal Stripe	458	\$ 0.80	\$ 374.40	574	\$ 459.20			\$ 179.52		
40	LF	Fire Lane Curb Striping	230	\$ 1.15	\$ 264.50	230	\$ 264.50			\$ 101.80		
41	EA	Bike Lane Symbol and Arrow	18	\$ 110.00	\$ 1,980.00	18	\$ 1,980.00			\$ 772.20		
42	EA	R8-2A Sign	6	\$ 210.00	\$ 1,260.00	6	\$ 1,260.00			\$ 491.40		
43	EA	R7-9 Sign	10	\$ 210.00	\$ 2,100.00	10	\$ 2,100.00			\$ 819.00		
44	EA	R8	5	\$ 230.00	\$ 1,150.00	5	\$ 1,150.00			\$ 455.00		
45	EA	R3-7(R) Sign	2	\$ 285.00	\$ 570.00	2	\$ 570.00			\$ 228.00		
46	EA	Standard Street Name Sign	25	\$ 170.00	\$ 4,250.00	23	\$ 3,910.00			\$ 1,526.00		
47	EA	One-Way Street Name Sign	15	\$ 645.00	\$ 9,675.00	12	\$ 7,740.00			\$ 3,054.00		
48	EA	Advance Street Name Sign	4	\$ 370.00	\$ 1,480.00	3	\$ 1,110.00			\$ 432.00		
49	EA	Replace Blue RPM	19	\$ 5.70	\$ 108.30	14	\$ 79.80			\$ 31.92		
50	EA	Beris Versicam Modular Video Detection Camera	4	\$ 11,775.00	\$ 47,100.00	4	\$ 47,100.00			\$ 18,402.00		
51	EA	Beris Video Detection Processor	3	\$ 5,210.00	\$ 15,630.00	3	\$ 15,630.00			\$ 6,051.00		
52	LS	Remove Existing Traffic Signals and Appurtenances @ Wagon Wheel Road	1	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00			\$ 7,600.00		
53	EA	Portable Changeable Message Sign	2	\$ 17,500.00	\$ 35,000.00	2	\$ 35,000.00			\$ 13,600.00		
54	LF	10" Sewer Pipe Stringing and Bunting	190	\$ 9,000.00	\$ 1,710,000.00	190	\$ 1,710,000.00			\$ 666,000.00		
55	LF	10" Gravity Sewer < 10' Deep (w/pavement replacement)	190	\$ 125.00	\$ 23,750.00	190	\$ 23,750.00			\$ 9,115.00		
56	LF	10" Gravity Sewer 10'-15' Deep (w/pavement replacement)	225	\$ 140.00	\$ 31,500.00	225	\$ 31,500.00			\$ 12,170.00		

CITY OF OXFORD
VENTURA ROAD UTILITY IMPROVEMENTS RESURFACING PROJECT - PHASE II
CONTRACT PAY ESTIMATE

ITEM	UNIT	DESCRIPTION	CONTRACT QUANTITY	UNIT PRICE	CONTRACT AMOUNT	FINAL QUANTITIES	FINAL AMOUNT	Water	Sewer	Prorate	Recycled	38%
57	LF	10" Gravity Sewer 10'-20' Deep (replacement/replacement)	1,247	\$ 145.00	\$ 180,815.00	1,247	\$ 180,815.00		\$ -			0%
58	LF	10" Gravity Sewer > 20' Deep (replacement/replacement)	1,234	\$ 150.00	\$ 185,100.00	1,234	\$ 185,100.00		\$ -			0%
59	LF	20" Steel Casing (12" Back)	975	\$ 20.00	\$ 19,500.00	975	\$ 19,500.00		\$ 39,900.00			38%
60	LS	15" Cover Pipe Sampling & Testing	4	\$ 500.00	\$ 2,000.00	4	\$ 2,000.00		\$ 2,000.00			38%
61	LF	15" Gravity Sewer 10'-15' Deep	565	\$ 120.00	\$ 67,800.00	565	\$ 67,800.00		\$ 30,324.00			38%
62	LF	15" Gravity Sewer 15'-20' Deep	542	\$ 125.00	\$ 67,750.00	542	\$ 67,750.00		\$ 44,745.00			38%
63	LS	21" Cover Pipe Sampling & Testing	5	\$ 17,000.00	\$ 85,000.00	5	\$ 85,000.00		\$ 4,180.00			38%
64	LF	21" Gravity Sewer 10'-15' Deep	485	\$ 40.00	\$ 19,400.00	485	\$ 19,400.00		\$ 11,833.20			38%
65	LF	21" Gravity Sewer 15'-20' Deep	1,174	\$ 120.00	\$ 140,880.00	1,272	\$ 152,976.00		\$ 58,231.20			38%
66	LF	21" Gravity Sewer > 20' Deep	1,880	\$ 132.00	\$ 248,160.00	1,915	\$ 252,780.00		\$ 112,751.00			45%
67	EA	Connect to Existing Sewer @ Carmen Way	1	\$ 9,800.00	\$ 9,800.00	1	\$ 9,800.00					
68	EA	Connect to Existing Sewer @ Gonzales Road	1	\$ 11,000.00	\$ 11,000.00	1	\$ 11,000.00		\$ 4,180.00			38%
69	EA	Connect to Existing Sewer @ Vineyard Avenue	1	\$ 11,000.00	\$ 11,000.00	1	\$ 11,000.00		\$ 4,180.00			38%
70	EA	6" Sewer Manhole Drop Structure	2	\$ 11,500.00	\$ 23,000.00	2	\$ 23,000.00					
71	EA	48" Sewer Manhole < 12' Deep	1	\$ 32,000.00	\$ 32,000.00	1	\$ 32,000.00		\$ 4,560.00			38%
72	EA	48" Sewer Manhole 12'-20' Deep	1	\$ 49,000.00	\$ 49,000.00	1	\$ 49,000.00		\$ 49,000.00			38%
73	EA	48" Sewer Manhole > 20' Deep	1	\$ 45,000.00	\$ 45,000.00	1	\$ 45,000.00		\$ 45,000.00			38%
74	LS	16" Potable Water Sampling & Testing	1	\$ 2,470.00	\$ 2,470.00	1	\$ 2,470.00		\$ 2,470.00			38%
75	LF	16" Potable Water < 10' Deep	473	\$ 22.00	\$ 10,406.00	473	\$ 10,406.00		\$ 12,941.28			38%
76	LF	16" Potable Water 10'-15' Deep	1,384	\$ 15.00	\$ 20,760.00	1,384	\$ 20,760.00		\$ 38,418.00			38%
77	LS	16" & 12" Potable Water Pipe Sampling & Testing	1	\$ 5,458.00	\$ 5,458.00	1	\$ 5,458.00	\$ 5,458.00				38%
78	LF	16" Potable Water	8,357	\$ 98.00	\$ 819,186.00	8,357	\$ 819,186.00	\$ 319,737.70				38%
79	LF	12" Potable Water	54	\$ 109.00	\$ 5,886.00	54	\$ 5,886.00	\$ 2,052.00				38%
80	EA	16" Butterfly Valve	5	\$ 3,600.00	\$ 18,000.00	5	\$ 18,000.00	\$ 11,400.00				38%
81	EA	16" Butterfly Valve	1	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00	\$ 7,600.00				38%
82	LF	28" Steel Casing (112" Thick)	169	\$ 260.00	\$ 43,940.00	169	\$ 43,940.00	\$ 44,054.00				38%
83	EA	Potable Water Airlock Assembly	1	\$ 28,412.00	\$ 28,412.00	1	\$ 28,412.00	\$ 28,412.00				38%
84	EA	Potable Water Blowoff Assembly	1	\$ 25,448.00	\$ 25,448.00	1	\$ 25,448.00	\$ 25,448.00				38%
85	EA	Connect to Existing Potable Water @ Wagon Wheel Road	1	\$ 4,180.00	\$ 4,180.00	1	\$ 4,180.00	\$ 4,180.00				38%
86	EA	Connect to Existing Potable Water @ Gonzales Road	1	\$ 4,180.00	\$ 4,180.00	1	\$ 4,180.00	\$ 4,180.00				38%
87	EA	Connect to Existing Potable Water @ Stone Creek Drive	1	\$ 12,000.00	\$ 12,000.00	1	\$ 12,000.00	\$ 4,560.00				38%
		Subtotal Water and Sewer, and Prorate Portion						\$ 857,989.70	\$ 812,562.00			
88	LS	Gravel Bed (12" Thick) (10' x 10' x 10')	1	\$ 17,540.00	\$ 17,540.00	1	\$ 17,540.00				\$ 17,540.00	49%
89	LS	Gravel Bed (12" Thick) (10' x 10' x 10')	1	\$ 18,820.00	\$ 18,820.00	1	\$ 18,820.00				\$ 18,820.00	49%
90	LS	Gravel Bed (12" Thick) (10' x 10' x 10')	1	\$ 7,840.00	\$ 7,840.00	1	\$ 7,840.00				\$ 7,840.00	49%
91	LS	Gravel Bed (12" Thick) (10' x 10' x 10')	1	\$ 2,480.00	\$ 2,480.00	1	\$ 2,480.00				\$ 2,480.00	49%
92	LS	Gravel Bed (12" Thick) (10' x 10' x 10')	1	\$ 29,400.00	\$ 29,400.00	1	\$ 29,400.00				\$ 29,400.00	49%
93	LS	Gravel Bed (12" Thick) (10' x 10' x 10')	1	\$ 2,940.00	\$ 2,940.00	1	\$ 2,940.00				\$ 2,940.00	49%
94	LF	Recycled Water (12" Thick) (10' x 10' x 10')	1	\$ -	\$ -	1	\$ -				\$ -	
95	TON	12" Asphalt Subbase (10' x 10' x 10')	330	\$ 78.00	\$ 25,740.00	330	\$ 25,740.00				\$ 25,301.24	49%
96	TON	12" Asphalt Subbase (10' x 10' x 10')	1	\$ 53,378.75	\$ 53,378.75	1	\$ 53,378.75				\$ 53,378.75	49%
97	TON	12" Asphalt Subbase (10' x 10' x 10')	1	\$ 9,816.66	\$ 9,816.66	1	\$ 9,816.66				\$ 9,816.66	49%
98	TON	12" Asphalt Subbase (10' x 10' x 10')	1	\$ 9,855.00	\$ 9,855.00	1	\$ 9,855.00				\$ 9,855.00	49%
99	SY	16" & 8" Recycled Water Pipe Sampling & Testing	1	\$ 14,738.22	\$ 14,738.22	1	\$ 14,738.22				\$ 14,738.22	49%
100	LS	16" PVC Recycled Water	1	\$ 3,675.00	\$ 3,675.00	1	\$ 3,675.00				\$ 3,675.00	49%
101	LF	16" PVC Recycled Water	1	\$ 313,767.78	\$ 313,767.78	1	\$ 313,767.78				\$ 313,767.78	49%
102	LF	16" PVC Recycled Water	1	\$ 29,321.60	\$ 29,321.60	1	\$ 29,321.60				\$ 29,321.60	49%
103	LF	16" PVC Recycled Water	1	\$ 78,734.00	\$ 78,734.00	1	\$ 78,734.00				\$ 78,734.00	49%
104	LF	8" PVC Beams Turnout	60	\$ 17,100.00	\$ 17,100.00	60	\$ 17,100.00					
105	LF	8" PVC Holly Turnout	78	\$ 395.00	\$ 30,810.00	78	\$ 30,810.00					
106	LF	8" PVC Stone Creek Turnout	139	\$ 265.00	\$ 36,815.00	139	\$ 36,815.00					
107	EA	16" Bladder Valve	1	\$ 5,782.00	\$ 5,782.00	1	\$ 5,782.00				\$ 5,782.00	49%
108	EA	8" Cable Valve	1	\$ 4,116.00	\$ 4,116.00	1	\$ 4,116.00				\$ 4,116.00	49%

CITY OF OXNARD
VENTURA ROAD UTILITY IMPROVEMENTS RESURFACING PROJECT - PHASE II
CONTRACT PAY ESTIMATE

ITEM	UNIT	DESCRIPTION	CONTRACT QUANTITY	UNIT PRICE	CONTRACT AMOUNT	FINAL QUANTITIES	FINAL AMOUNT	Water	Sewer	Prorate	Recycled	38%
109	EA	Recycled Water Meter Assembly	1	\$ 27,450.00	\$ 27,450.00	1	\$ 27,450.00				\$ 27,450.00	49%
110	EA	Recycled Water Meter Assembly	1	\$ 35,250.00	\$ 35,250.00	1	\$ 35,250.00				\$ 35,250.00	49%
111	EA	Connect to Existing Recycled Water at Wagon Wheel Road	1	\$ 5,635.00	\$ 5,635.00	1	\$ 5,635.00				\$ 5,635.00	49%
112	EA	Connect to Existing Recycled Water @ Holly Avenue	1	\$ 9,800.00	\$ 9,800.00	1	\$ 9,800.00					
113	EA	2" Service Connection	5	\$ 4,400.00	\$ 22,000.00	5	\$ 22,000.00					
CO1	LS	Subtotal Ventura Rd Casing	1	\$ 296,104.47		1	\$ 296,104.47				\$ 100,991.24	49%
		Subtotal Recycled Water									\$ 100,991.24	
CO2	TON	Change Order No. 2 - SE 20 Import	475	\$ 15.75	\$ 7,481.25	7,481	\$ 117,829.69					
CO3	LF	Change Order No. 3 - Casing Overruns	35	\$ 900.00	\$ 31,500.00	30						
CO4	LS	Change Order No. 4 - Water Services Replacement	1	\$ 71,603.64	\$ 57,927.34	1	\$ 57,927.34					
CO4A	LS	Change Order No. 4A - AdRI Work for Water Services Replacement	1	\$ 22,633.20	\$ 22,633.20	1	\$ 22,633.20					
CO5	LS	Change Order No. 5 - Upgrade 10" to 16" Sump	1	\$ 79,460.84	\$ 79,460.84	1	\$ 79,460.84					
CO6	LS	Change Order No. 6 - Message Board and UPRR Insurance	1	\$ 19,354.17	\$ 19,354.17	1	\$ 19,354.17					
CO7	LS	Change Order No. 7 - Additional Soil Sterilant	1	\$ 1,518.26	\$ 1,518.26	1	\$ 1,518.26					
CO8	LS	Change Order No. 8 - Pavement Revision	1	\$ 82,189.55	\$ 82,189.55	1	\$ 82,189.55					
CO9	LS	Change Order No. 9 - Collector Sewer & Service Laterals	1	\$ 22,620.78	\$ 22,620.78	1	\$ 22,620.78					
CO10	LS	Change Order No. 10 - Striping & Extra Pavement Excavation	1	\$ 17,489.46	\$ 17,489.46	1	\$ 17,489.46					
CO12	LS	Change Order No. 12 - Potable Water Main Connection Revisions	1	\$ 3,422.25	\$ 3,422.25	1	\$ 3,422.25					
CO13	LS	Change Order No. 13 - Debris at Casings	1	\$ 8,708.05	\$ 8,708.05	1	\$ 8,708.05					
CO14	LS	Change Order No. 14 - Quantity Adjustment for Full Width Paving	1	\$ 24,978.47	\$ 24,978.47	1	\$ 24,978.47					
CO15	LS	Change Order No. 15 - Contaminated Soils Disposal	1	\$ 7,484.67	\$ 7,484.67	1	\$ 7,484.67					
CO16	LS	Change Order No. 16 - Disinfection and Testing Potable Water	1	\$ 11,974.91	\$ 11,974.91	1	\$ 11,974.91	\$ 6,266.97				
CO17	LS	Change Order No. 17 - Wagon Wheel Potable Water Threat Block	1	\$ 3,332.05	\$ 3,332.05	1	\$ 3,332.05	\$ 1,598.19				
CO18	LS	Change Order No. 18 - Potable Water Realign/Install of Wagon Wheel	1	\$ 15,241.13	\$ 15,241.13	1	\$ 15,241.13	\$ 15,241.13				
CO19	LS	MC Interim Adjustment	1	\$ 14,121.29	\$ 14,121.29	1	\$ 14,121.29					
		Sub Division C					\$ 9,044,641.42					
		Sub Division Agreement Costs					\$ 8,855,451.54	\$ 478,697.46	\$ 467,553.08	\$ 478,697.46	\$ 467,553.08	
		Casden Construction Proration per DA					\$ 2,597,051.83	\$ 478,697.46	\$ 467,553.08	\$ 478,697.46	\$ 467,553.08	
		Prorate Design/CM, 67% of \$2,487,867 Casden Participation at 38%					\$ 628,318.94					
		Total Casden Cost					\$ 3,136,370.77					
		DEVCO Oxnard Share- 97.86%					\$ 1,897,864.79					

EXHIBIT C

CITY OF OXNARD

SUBDIVISION IMPROVEMENT AGREEMENT

Date of Agreement: December 15, 2015
Tract No.: 5672
Name of Subdivider: Devco Oxnard Vineyard Avenue, LLC
Address: 12424 Wilshire Boulevard, Suite 670, Los Angeles, CA 90025

This Subdivision Improvement Agreement ("Agreement") is entered into in the County of Ventura, State of California, between the City of Oxnard ("City") and the above-named Subdivider ("Subdivider") pursuant to Government Code section 66462 et seq., of the Subdivision Map Act and the City's subdivision ordinance. In connection with the "Project" described in the First Amendment to Development Agreement dated December 15, 2015 ("First DA Amendment") between Subdivider and City, City and Subdivider agree as follows:

1. Agreement to Perform. Subdivider agrees to satisfactorily perform all acts required by City in connection with this Agreement.

2. Construction of Improvements.

A. At Subdivider's sole expense, Subdivider agrees to construct and complete in accordance with City standards all street, drainage, water, sewer, lighting, and other public improvements required for approval of the subdivision of the above tract. Such public improvements are set forth in Section 1 of Exhibit 1, attached hereto and incorporated herein by this reference. The estimated cost of such public improvements is listed in Section 2 of Exhibit 1.

B. Subdivider agrees to construct and complete City's portion, if any, of the site improvements as set forth in Section 1 of Exhibit 1 ("Improvements"). Subdivider shall be reimbursed by City for the cost of such construction and completion in accordance with Resolution No. 10,272.

C. If the Improvements are deemed to be a public work, as defined in Chapter 1 of Part 7 of Division 2 of the Labor Code, to which Labor Code section 1771 applies, then Subdivider shall comply with all requirements of law applicable to such construction.

D. Prior to the issuance of a building permit for construction of the Improvements, the Subdivider shall enter into an agreement with the City that allows the City or its assignee to construct and operate connections from the private sewer system to be built by the Subdivider for the Project to a residential development that may be built on the "Grantee Property" described in the Residential Access Easement Agreement attached as Exhibit D to the First DA Amendment.

3. Repairs or Reconstruction. Prior to the City's final acceptance of the Improvements, Subdivider shall promptly repair or reconstruct any portion of the Improvements that the Development Services Director ("Director") determines, in his or her sole discretion, to be unsatisfactory. If Subdivider does not act promptly after reasonable notice from Director, and if City promptly repairs or reconstructs the Improvements in order to protect such Improvements or the public safety, Subdivider shall pay to City the actual cost of repairs or reconstruction plus 15 percent thereof.

4. Fees and Charges. Subdivider agrees to pay all fees and charges imposed on the development pursuant to federal and State law and regulations and City ordinances, resolutions

and policies unless Subdivider is not required to pay said fee or charge pursuant to the 2009 Development Agreement.

5. Faithful Performance/Labor and Materials Security. Prior to execution of this Agreement by City, Subdivider shall furnish the City with security in a form approved by the City Attorney. Security shall be as follows:

A. One hundred percent (100%) of the estimated costs of the Improvements as listed in Section 2 of Exhibit 1 to secure satisfactory construction and completion of the Improvements.

B. Fifty percent (50%) of the estimated costs of the Improvements as listed in Section 2 of Exhibit 1 to secure prompt payment to any contractor, subcontractor, and/or to persons furnishing labor, materials, or equipment for the construction and completion of the Improvements.

C. No changes or alterations may be made in the construction of the Improvements without the prior approval of Director. Unless otherwise approved, in writing, by Director, Subdivider shall obtain security for 100% of the estimated cost of the public improvements as changed or altered.

6. Release of Security. City agrees that the security furnished by Subdivider shall be released in the following manner:

A. Security provided for satisfactory construction and completion of the Improvements shall be released upon final completion and acceptance of such construction by Director, subject to the security retained to guarantee that the Improvements are not defective and to pay the costs of enforcement. On written application of Subdivider after partial completion of the construction and acceptance thereof, Director may release a portion of the

security. Any partial release shall not be less than 25% or more than 75% of the total security until final completion and acceptance of the Improvements by Director.

B. Security for payment to any contractor, subcontractor, and/or person furnishing labor, materials, or equipment shall be released 65 days after the recording of a Notice of Completion, or if a Notice of Completion is not recorded, 95 days after the completion of the Improvements. The amount of security released shall be the total security less the amount of all claims of lien that have been recorded and notice given in writing to City. If no such claims of lien have been recorded and no notice given in writing to City, City shall release the security in full.

7. Guarantee of No Defects. Subdivider guarantees that the Improvements shall not be defective in any manner for a period of one year following completion and acceptance thereof by City, and Subdivider agrees to pay City's costs of enforcing such guarantee. Subdivider's guarantee shall be secured by a security in a form approved by the City Attorney equal to 25% of the estimated costs of the Improvements as listed in Section 2 of Exhibit 1.

8. Time for Completion.

A. Subdivider shall commence construction of the Improvements within four (4) years of the date of this Agreement and complete construction of the Improvements within twelve (12) months after commencement of said construction.

B. If Subdivider is delayed at any time in the progress of the construction by any changes ordered by Director in the scope of Subdivider's construction or by labor disputes, fire, unavoidable casualties, inclement weather or other circumstances beyond Subdivider's control, Director, on written application of Subdivider, may extend the time for completion for a

reasonable period. Any extension granted by Director shall be in writing and shall specify the new time for performance.

C. For other good cause shown by Subdivider, Director may extend the time for completion. Any extension granted by Director shall be in writing and shall specify the new time for performance.

D. If the estimated costs of construction of the Improvements have increased after twenty-four (24) months after the date of this Agreement, Director may, as a condition of the City issuing building permits for the Project, require Subdivider to increase the amount of security.

9. Breach of Agreement. Director may declare Subdivider in breach of this Agreement for any of the following reasons:

A. Subdivider does not diligently pursue completion of the Improvements, or any part thereof, or fails to complete the construction of the Improvements within the specified time;

B. Subdivider is adjudged bankrupt, or Subdivider makes a general assignment for the benefit of Subdivider's creditors, or a receiver is appointed because Subdivider has become insolvent;

C. Subdivider or any of Subdivider's contractors, subcontractors, agents or employees violate any of the provisions of this Agreement.

10. Use of Security Upon Breach. After notifying Subdivider of Subdivider's breach of this Agreement, Director shall have the following rights with regard to Subdivider's security:

A. To demand that the surety immediately take over and complete the Improvements. The surety shall be obligated to comply with such demand within five days of receipt thereof.

B. To take over and complete the Improvements and use the security to provide for the entire costs thereof.

C. To take other appropriate action to cause the Improvements to be constructed at the expense of Subdivider or Subdivider's surety.

11. Indemnity. Subdivider agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Subdivider or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Subdivider's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Subdivider or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Subdivider's behalf would be held strictly liable.

12. Insurance.

A. Prior to execution of this Agreement by City, Subdivider shall obtain and maintain during the performance of this Agreement the insurance coverages as specified in Exhibit INS-Q, attached hereto and incorporated herein by this reference, issued by a company

satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Subdivider obtain and maintain such insurance coverages.

B. Prior to commencement of any construction under this Agreement, Subdivider shall file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-Q. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-Q.

C. Maintenance of proper insurance coverages by Subdivider is a material element of this Agreement. Subdivider's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

13. Severability. City and Subdivider agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

14. Waiver of Any Challenge. Subdivider's execution of this Agreement represents full acceptance of the benefits and the burdens associated with the subject matter thereof and Subdivider hereby fully and completely waives all claims, protests, or challenges concerning the terms and subject matter of this Agreement.

15. Costs of Enforcement. Subdivider and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Department) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

16. Arbitration. Subdivider and City agree that in the event of any dispute with regard to the provisions of this Agreement or the construction of the public improvements, the dispute may be submitted to arbitration upon the mutual agreement of Subdivider and City

under such procedures as Subdivider and City may agree upon, or, if Subdivider and City cannot agree, then under the Rules of the American Arbitration Association.

17. Waiver of Statute of Limitations. For a period of ten years from the date of this Agreement, Subdivider agrees not to plead the statute of limitations as a defense to the obligations imposed by this Agreement.

18. Notices. All notices provided for herein shall be in writing and shall be effective when delivered in person or sent by registered or certified mail to Subdivider at the address given above or to City, c/o Development Services Director, 214 South "C" Street, Oxnard, California 93030.

19. Amendments. City and Subdivider agree that the terms and conditions of the Agreement may be reviewed and modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Director and Subdivider.

20. Binding on Successors. Subdivider and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Subdivider and City.

21. Entire Agreement. City and Subdivider agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

22. Construction of Agreement. Each of the Parties has cooperated in the drafting and preparation of this Amendment and, therefore, any construction of the intent of the Parties or language hereof to be made by a court or arbitrator shall not be construed against any of the Parties. Nothing contained in this Agreement shall be construed as a modification or amendment of the Development Agreement dated as of January 27, 2009 between Subdivider,

Casden Oxnard LLC and the City, as amended by the First DA Amendment ("Development Agreement"), and the Development Agreement shall control over this Agreement if there is determined to be any conflict between those two Agreements.

23. Notice to Future Owners of Lots Nos. 41, 42, 43, 46, 47 and 48. Upon final completion and acceptance of construction of the Improvements by the Director, the Subdivider shall cause (a) the Notice provided in Exhibit 2 to this Agreement to be included in the contracts with the original purchasers of the houses to be constructed on Lots Nos. 41, 42, 43, 46, 47 and 48 in the Project described in the Development Agreement and as reflected on Exhibit 3 hereto and (b) recordation of a memorandum of said Notice after execution of the contracts with the original purchasers.

24. Assignment. This Agreement, including all of the Subdivider's obligations, may be assigned by the Subdivider on the same terms and conditions as provided for the assignment of the Development Agreement in Section 11 of the 2009 Development Agreement.

CITY OF OXNARD

Rob Roshanian
Development Services Manager

APPROVED AS TO FORM:

Stephen M. Fischer
Interim City Attorney

APPROVED AS TO INSURANCE:

Risk Management

SUBDIVIDER
DEVCO OXNARD VINEYARD AVENUE LLC

By: _____

Its: _____

EXHIBIT 1

EXHIBIT 1
TO
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 5672

SECTION 1. IMPROVEMENT AND RESOLUTIONS.

Detailed Improvement Plan No. 2014-02A
Planning Commission Resolution No. Denied
City Council Resolution No. 13,588 and 13,589
and any resolution approving the final map.

SECTION 2. ESTIMATED COSTS OF IMPROVEMENTS.

Streets	\$2,650,000.00
Removals	\$325,000.00
Wastewater facilities	\$2,700,000.00
Water facilities	\$700,000.00
Storm Drain facilities	\$675,000.00
Monuments and related facilities	\$75,000.00
Grading	\$275,000.00
Underground existing utilities	-0-
Other – Recycled Water	\$50,000.00
TOTAL	\$7,450,000.00

EXHIBIT 2

A new municipal grade sewer lift station has been constructed for the pumping of raw sewage. The approximate location of the lift station is shown on Exhibit A to this Disclosure Statement. This lift station, which was constructed below the ground surface, will accommodate the sewage flows from the master community as well as existing flows from other parts of the City. The lift station is solely owned and operated by the City of Oxnard. Potential impacts of the lift station may include a periodic increase in noise and odor levels in the area of the lift station as well as near the property you are purchasing. The master developer and builder of the master community has no control over the use, operation, or maintenance the lift station. No written or verbal representations or warranties are being made to you by any person, entity or government body as to whether these facilities will have any adverse impact on you or the property you are purchasing and its value. If you want to obtain additional information regarding the lift station, please contact the City of Oxnard, Planning Department.

EXHIBIT 3

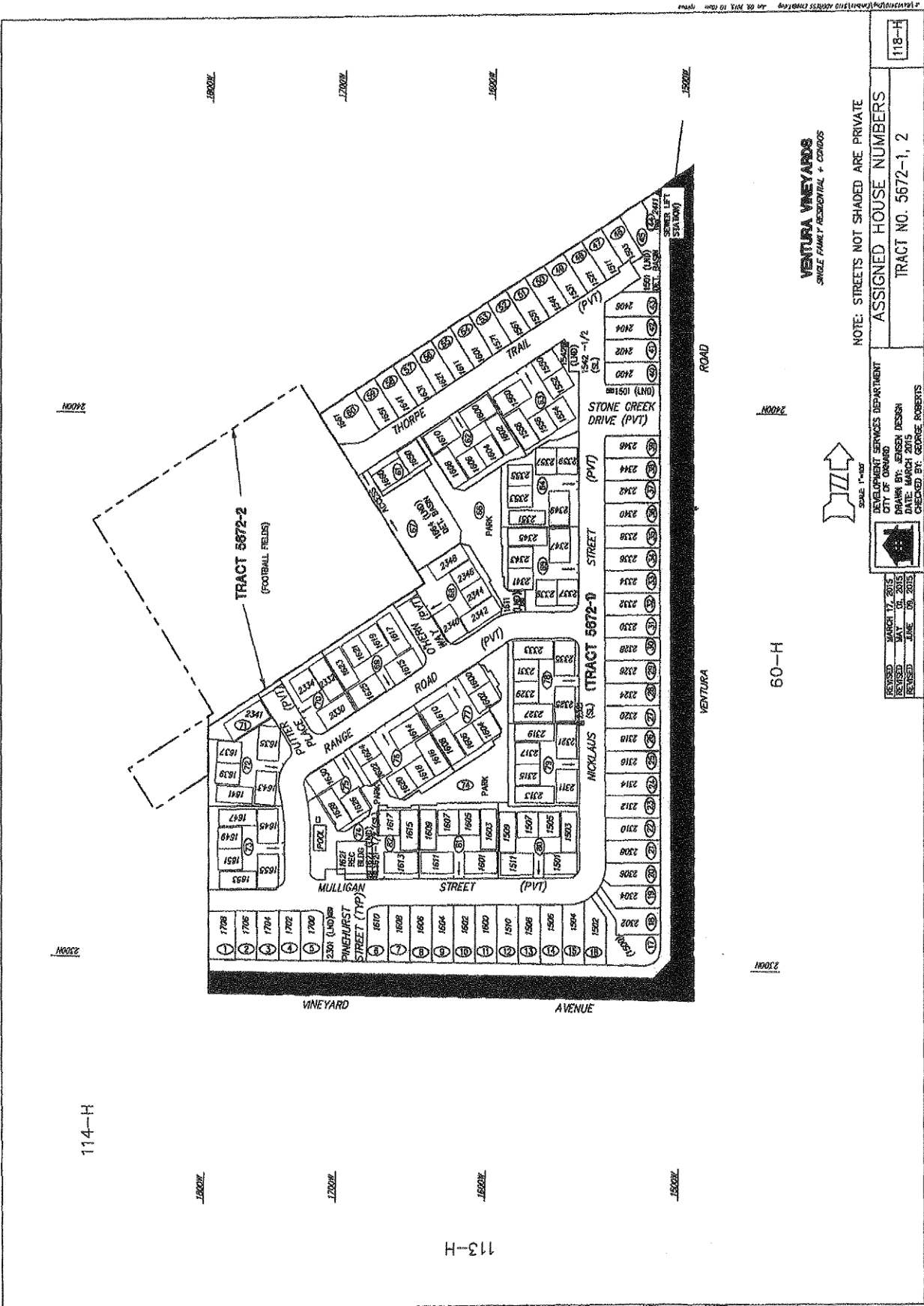


EXHIBIT D

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Attn: _____

APNs: _____

The real property is located in the County of Ventura, State of California. The undersigned declare that this grant was made for a value of less than \$100, and hence **NO DOCUMENTARY TRANSFER TAX IS DUE.**

RESIDENTIAL ACCESS EASEMENT AGREEMENT

This RESIDENTIAL ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of _____, 20____ ("Effective Date"), by and between _____ ("Grantor"), and _____ ("Grantee"), with respect to the following facts:

RECITALS

A. Grantor is the owner of that certain real property located in the County of Ventura, State of California, legally described on Exhibit B, attached hereto and made a part hereof (the "Grantor Property");

B. Grantee is the owner of that certain real property located in the County of Ventura, State of California, legally described on Exhibit A, attached hereto and made a part hereof (the "Grantee Property"). The Grantee Property is located adjacent to, and immediately north and west of, the Grantor Property; and

C. Grantee and Grantor desire to enter into this Agreement for purposes of granting certain Residential Access Easements (defined below) across the Grantor Property for the benefit of the Grantee Property pursuant to the terms and conditions of this Agreement.

AGREEMENT

In consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee and Grantor hereby agree to the following:

1. Residential Access Easements.

1.1 Grant. Grantor hereby grants to the residents (and their tenants, guests, licensees, and invites) residing on the Grantee Property non-exclusive access easements (the "Residential Access Easements") for purposes of residential vehicular and pedestrian ingress and egress to and from the Grantee Property over and across the internal private, paved roads located on the Grantor Property (the "Private Access Roads"). Notwithstanding any provision herein to

the contrary, the Residential Access Easements granted herein shall terminate (a) in the event that the private, internal roads located on the Grantee Property are not connected to the Private Access Roads at the locations identified on Exhibit C and depicted on Exhibit D, both attached hereto and made a part hereof, or (b) if the Residential Access Easements are available, but not used, during the term of the Development Agreement dated as of January 27, 2009 between Devco Oxnard Vineyard Avenue, LLC, Casden Oxnard LLC, and the City of Oxnard, as amended by the First Amendment to Development Agreement dated December 15, 2015.

1.2 Access Gates. In the event that the Private Access Roads are gated, Grantor shall reasonably cooperate (at no material expense) with Grantee to permit the authorized users of the Residential Access Easements to open and close such gates as necessary for the use of the Residential Access Easements and Private Access Roads.

1.3 Residential Use Only. The Residential Access Easements may be used only for (a) residential purposes by the residents (and their tenants, guests, licensees, and invites) residing on the Grantee Property and (b) secondary access by vehicles used for the construction of residential structures and facilities on the Grantee Property so long as Grantee and its agents, contractors and employees fully comply with all applicable laws and regulations concerning construction noise and traffic.

1.4 AS-IS Basis. Grantor is making the Residential Access Easements and the Private Access Roads available pursuant to this Agreement on an "as is, where is" basis without any representation or warranty by Grantor express or implied, and Grantee (on behalf of itself and each of its successors and assigns) shall accept and use the Residential Access Easements and Private Access Roads pursuant to the terms and conditions of this Agreement on such basis. From time to time during the term of this Agreement, Grantor shall have the right to maintain, repair, and replace, and suspend usage of, the Residential Access Easements and Private Access Roads as determined by Grantor in its sole discretion; so long as Grantor continues to provide one point of ingress and egress to the Grantee Property.

2. Costs and Expenses. Grantee shall be responsible for all costs and expenses associated with its use of the Residential Access Easements and Private Access Roads. Unless otherwise agreed in writing by the parties hereto, from and after the date hereof, Grantor and Grantee (and/or their representatives) shall meet on an annual basis to identify the costs and expenses (and/or reasonable estimates thereof) associated with the use, maintenance, repair, and replacement of the Private Access Roads permitted herein (including, without limitation, any associated gates constructed or installed thereon), and Grantee shall pay such amounts to Grantor within sixty (60) days following the date of such determination. Grantee acknowledges and agrees that if requested by Grantor, Grantee shall pay the costs and expenses identified in this Section 2 in advance to be held in reserve for prospective maintenance, repair, and replacement of the Private Access Roads.

3. Indemnity; Insurance. From and after the date hereof, Grantee shall indemnify, defend, and hold harmless Grantor, and each of its stockholders, members, owners, partners, officers, directors, manager, employees, agents, representatives, successors (including, without limitation, successors in title), and assigns from any and all claims, damages, liabilities, losses, suits, actions, costs, and expenses (including reasonable attorneys' fees and costs) arising from or

otherwise in connection with the use of the Residential Access Easements and Private Access Roads by the residents (and their tenants, guests, licensees, and invites) residing on the Grantee Property. At its discretion, following the date hereof, Grantor may require Grantee to obtain and maintain comprehensive general liability policies of insurance, in form, content, and amounts reasonably acceptable to Grantor, covering claims arising from the use of the Residential Access Easements and Private Access Roads pursuant to this Agreement (the "Grantee Policies"). In lieu of the Grantee Policies, Grantor may require Grantee to pay a portion of the costs and expenses for insurance policies maintained by Grantor with respect to the Private Access Roads, with the amounts required therefor to be determined and paid in accordance with Section 2 of this Agreement.

4. Miscellaneous.

4.1 This Agreement, together with the Exhibits attached hereto, represents the entire agreement of the parties hereto with respect to the subject matter hereof. The recitals set forth in the beginning of this Agreement are true and correct and are incorporated herein for all purposes. This Agreement may not be modified or amended, except pursuant to a written instrument executed by the parties hereto.

4.2 The easements granted herein are appurtenant to the Grantee Property. This Agreement, and the covenants, rights, and obligations contained in this Agreement, shall bind, inure to the benefit of, and burden the respective successors in title of the parties hereto, and shall run with, benefit, and burden the Grantor Property and the Grantee Property (and any subdivision or partition of the Grantor Property and/or the Grantee Property). Any reference herein to Grantor and Grantee and its or their rights and obligations under this Agreement shall include reference to any successors-in-interest and successors-in-title to the Grantor Property and Grantee Property.

4.3 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

4.4 In the case of any litigation, arbitration, or other action or proceeding arising out of this Agreement, the non-prevailing party shall pay, and be solely responsible for, the costs and expenses, including legal fees and collection costs, incurred by the prevailing party.

[Signatures On Following Page]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement effective as of the date first set forth above.

Grantor

a _____

By: _____

Name: _____

Title: _____

GRANTEE

a _____

By: _____

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____
NOTARY PUBLIC

Seal

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____
NOTARY PUBLIC

Seal

EXHIBIT "A"
(Grantee Property)

Lot 36, Tract No. 5032 in the City of Oxnard, County of Ventura, State of California recorded on December 26, 2001 in Book 145, at Page 7 of Miscellaneous Records (Maps) in the Office of the County Recorder of said county.

EXHIBIT "B"
(Grantor Property)

That portion in Subdivision 7 of the Rancho El Rio De Santa Clara O' La Colonia in the City of Oxnard, County of Ventura, State of California as per the partition map filed in the Office of the County Clerk of said county in that certain action entitled "Thomas A. Scott, et al., Plffs. vs. Rafael Gonzales, et al., Defts.", described as follows:

Being Parcel "A" of the Certificate of Compliance recorded on October 26, 1987 as Document No. 87-171015 of Official Records in the Office of the County Recorder of said county.

EXHIBIT "C"
(POINTS OF ACCESS)

Those locations in Subdivision 7 of the El Rio De Santa Clara O' La Colonia in the City of Oxnard, County of Ventura, State of California as per the partition map filed in the Office of the County Clerk of said county, in that certain action entitled "Thomas A. Scott, et al., Plffs. vs. Rafael Gonzales, et al., Defts.", being on the westerly boundary of Parcel "A" of the Certificate of Compliance recorded on October 26, 1987 as Document No. 87-171015 of Official Records in the Office of the County Recorder of said county, described as follows:

POINT OF ACCESS 1 & 2

Commencing at the most easterly corner of Lot 36 of Tract No. 5032 recorded on December 26, 2001 in Book 145, Page 7 of Miscellaneous Records (Maps) in said Office of the County Recorder; thence along the southeasterly line of said Lot 36,

- 1st South 57°36'32" West, a distance of 44.40 feet to **Point of Access 1**; thence continuing along said southeasterly line,
- 2nd South 57°36'32" West, a distance of 294.18 feet to **Point of Access 2**.

POINT OF ACCESS 3

Commencing at the most easterly corner of Lot 36 of Tract No. 5032 recorded on December 26, 2001 in Book 145, Page 7 of Miscellaneous Records (Maps) in said Office of the County Recorder; thence along the northeasterly line of said Lot 36,

- 1st North 32°23'28" West, a distance of 267.50 feet to **Point of Access 3**.

The above described points of land are delineated on the attached Exhibit D.

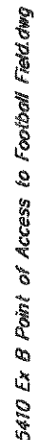
William T. Hurdle
William T. Hurdle
PLS 5453

11-4-2015
Date



SHEET 1 OF 1

L1 N57°36'32"E 45.00'



Attachment 5
Page 52 of 52

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
NO. A-7121 FILED BY DEVCO OXNARD VINEYARD AVENUE, LLC (LOS
ANGELES, CALIFORNIA).

WHEREAS, the City Council of the City of Oxnard ("City") has considered an application for approval of the First Amendment to Development Agreement ("Amendment") submitted by Devco Oxnard Vineyard Avenue, LLC, formerly known as Casden Oxnard Vineyard Avenue, LLC ("Devco"); and

WHEREAS, Devco, Casden Oxnard LLC, and the City entered into that certain Development Agreement dated as of January 27, 2009 (No. A-7121) and recorded as Document No. 2090326-0004781-0 in the Official Records of the County of Ventura on March 26, 2009 (the "2009 Development Agreement") concerning, among other properties, the real property comprised of 18.97 acres and more particularly described in Exhibit A hereto (the "Devco Site"); and

WHEREAS, in January 2009 when it approved the 2009 Development Agreement, the City Council approved the following entitlements for the development of a residential project on the Devco Site: amendments to the City's 2020 General Plan, amendments to the Northwest Community Specific Plan, special use permits, zone changes, tentative tract maps and the 2009 Development Agreement. (Those approvals are referenced as the "Existing Approvals" in the 2009 Development Agreement.); and

WHEREAS, the City certified a final environmental impact report, State Clearinghouse No. 2007071087 on January 13, 2009 pursuant to the California Environmental Quality Act ("CEQA") in connection with the Existing Approvals; and

WHEREAS, the Existing Approvals included approval of a tentative map for the Devco Site, which map is designated as Tentative Map No. 5672. Tentative Map No. 5672 authorized development of residential units on the Devco Site. Devco has submitted to the City for approval a final tract map consistent with Tentative Map No. 5672 for the development of 152 residential units (the "Project"). Previously, on or about February 26, 2015, the City approved Minor Modification No. 14-140-08 to Special Use Permit No. PZ 06-540-01 and Tentative Map No. 5672 for the Project to slightly modify lot configuration, grading and drainage, sewer and water line configuration, and offsite public improvements; and

WHEREAS, the documents and other material that constitute the record of proceedings upon which the decision to approve the Amendment is based is located in the Planning Division, and the custodian of the record is the Planning Manager; and

WHEREAS, the City Council finds that the content of the Amendment is consistent with the City's 2030 General Plan, City Council Resolution 8139 (Development Agreement Resolution), California Government Code Section 65864 et seq. (Development Agreement Statute) and the Oxnard City Code; and

WHEREAS, the City Council finds that Devco agrees with the necessity of and accepts all elements, requirements, and conditions of this permit as being reasonable manner of preserving, protecting, providing for, and fostering the health, safety and welfare of the consistency in general and the persons who will visit or live in the Project.

NOW, THEREFORE, the City Council does ordain as follows:

Part 1. The First Amendment to Development Agreement No. A-7121 between City and Devco, a copy of which is on file with the City Clerk, is hereby adopted.

Part 2. The Mayor is hereby authorized on behalf of the City to execute the Amendment between the City and Devco.

Part 3. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City. Ordinance No. _____ was first read on December 8th, 2015 and finally adopted on _____, 2015 to become effective thirty days thereafter.

PASSED AND ADOPTED this ____ day of _____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: L-1

DATE: January 12, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager 
Office of the City Manager

FROM: Joseph Lillio, Chief Financial Officer 
Finance Department

SUBJECT: Agreement No. 7281-15-FN with NBS for Administration of Maintenance Assessment Districts

CONTACT: Michael More, Financial Services Manager
Mike.more@ci.oxnard.ca.us, 385-7480

RECOMMENDATION

That City Council:

1. Approve a one-year agreement (7281-15-FN) with NBS for the administration of Maintenance Assessment Districts (MADs); and
2. Approve a budget appropriation in the amount of \$59,900 to allocate the administrative costs to the MADs.

BACKGROUND

In an effort to provide enhanced service to the City's MADs, staff is requesting the approval of Agreement No. 7281-15-FN (Attachment No. 1) with NBS. The one-year agreement totaling \$59,900 (\$58,400 plus \$1,500 in travel and miscellaneous expenses) provides for annual administration of the 58 MADs in the City. The agreement provides for the following services by NBS:

- Review of Engineer's Report(s)
- Database Development
- Budget Preparation
- Assessment Computation and Rate Analysis
- Noticing and Resolution Coordination

- Levy Submittal (to County of Ventura)
- Toll-Free Phone Number to answer questions from property owners regarding each District and the ongoing collection of assessments. Bilingual staff is available to assist Spanish-speaking property owners

The agreement spreads the administration costs of \$58,400 to each of the districts based upon the number of parcels in each district, as follows:

Districts or Zones with Less than 300 Parcels.....	\$950 Each
Districts or Zones with 300 Parcels or More.....	\$1,500 Each

The remaining \$1,500 in expenses is being spread evenly to each of districts, at approximately \$26 per district. Expenses may include travel, mailing fulfillment, postage, supplies, mapping, reproduction and various third-party charges for data, maps, and recording fees.

Full-Time Equivalent Analysis

Staff has researched the cost of providing these services by in-house staff. The estimated total annual cost, salary and all benefits to the City of a full-time equivalent position at the Financial Analyst II level is \$131,788. It is estimated that this position would spend 40%-50% of its time allocated to administration of the MADs. This equates to a cost of \$52,715 – \$65,894 that would be allocated to the MADs.

Due to the time involved in recruitment and training in this specialized area of municipal finance, hiring a staff member to perform these functions could be considered in future years. However, due to the immediate need to commence administration of the MADs, staff is recommending this one-year agreement with NBS to provide these services.

Vacant Management Analyst Position

In the Adopted Budget for FY 15-16, 20% of a Management Analyst III is distributed to the MADs. The annual cost of the 20% allocation is \$28,094. This position was vacant as of December 1, 2015 and it is anticipated that the position will not be filled through June 30, 2015. This will result in seven months of savings totaling \$16,388.

This budgetary savings of \$16,388 will be applied toward mailing costs for public outreach efforts related to the MADs estimated at \$10,000, and for translation services for public meetings estimated at \$6,388. These services are a key component of the public outreach effort occurring in the MADs.

FINANCIAL IMPACT

There is no impact to the City’s General Fund. All costs associated with this agreement will be distributed to the MADs.

ATTACHMENTS

- #1 – AGREEMENT NO. 7281-15-FN**
- #2 – BUDGET ADJUSTMENT**

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th day of January, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and NBS ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein (the "Services").

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with Joseph Lillio ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Pablo Perez as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on January 13, 2016, and expire on January 12, 2017.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant \$58,400 for the Services under this Agreement and an amount not-to-exceed \$1,500 for expenses pursuant to Section 16 of this Agreement.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services. Notwithstanding the foregoing, City agrees to pay customary out-of-pocket expenses of Consultant in an amount not to exceed \$1,500 at actual cost under this Agreement. Such expenses may include, but not be limited to, travel, mailing fulfillment, postage, supplies, mapping, reproduction and various third-party charges for data, maps, and recording fees.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that

liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for

employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to NBS, 32605 Temecula Parkway, Suite 100, Temecula, CA 92592, Attention: Pablo Perez.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Finance Department, 300 West Third Street, #202, Oxnard, California 93030, Attention: Joseph Lillio.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

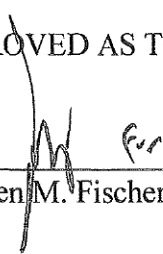
CONSULTANT

Greg Nyhoff, City Manager

Michael Rentner, President and CEO
NBS

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

_____
Stephen M. Fischer, Interim City Attorney

_____
Risk Manager

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

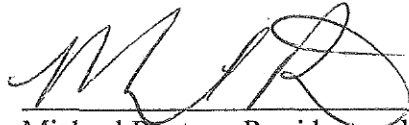
42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

CONSULTANT

Greg Nyhoff, City Manager



Michael Rentner, President and CEO
NBS

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, Interim City Attorney

Risk Manager

EXHIBIT A
SCOPE OF SERVICES

I. 1972 Act (LMD/MAD) Administration Services of the City's Maintenance Assessment Districts

Kick-Off Meeting, Project Schedule. NBS will meet with City staff, legal counsel and other interested parties to:

- Establish lines of communication.
- Clarify the specific project goals, components and criteria that will meet the City's preference.
- Identify and resolve any special circumstances that may be involved in the administration of the Districts.
- Develop project schedules to meet legal requirements and provide for effective interfacing of all involved parties.
- Establish meeting points consistent with schedule to achieve project milestones.
- Establish and coordinate with City staff a schedule to assure completion of necessary actions and compliance with statutes.

Database Development. NBS will update the database with current County Assessor's information including property owner names and addresses, and any other available data that will augment the existing database.

Budget Preparation. NBS will meet with City staff to review each District budget for the coming fiscal year. This budget will be based on historical costs and actual and/or projected changes in costs and/or improvements to be maintained. Cost categories may include, but are not limited to capital improvements and maintenance costs, incidental costs (engineering, legal, District administration) and reserve funds.

Assessment Computation and Rate Analysis. NBS will compute the assessment for each parcel within each District according to the Method of Assessment. NBS will provide an assessment summary which will include a comparison of current year rates versus prior year rates, separate by zone and land use, if applicable, and fund balance information.

Meet with City Staff. NBS will meet with City staff to review each Engineer's Report for modifications and approval.

Noticing and Resolution Coordination. NBS will coordinate activities to ensure that required tasks are completed within the scheduled time frame. NBS will assist the City (or the City's legal counsel) with preparation of any notice of assessments, public hearings, or other meetings requiring publication. NBS will assist the City (or the City's legal counsel) with preparation of the staff report, all legal notices and the associated resolutions described below:

- Resolution describing improvements, initiating proceeding, and ordering the engineer to prepare and file a report for the City.
- Resolution preliminarily approving the Engineer's Report.
- Resolution of Intention declaring the intention of the City Council to levy and collect assessments and setting a date for the public hearing.
- Resolution authorizing the placement of assessments on the secured property tax bills.

Meeting Attendance. NBS will attend up to a total of two (2) public meetings such as workshops and City Council meetings, as requested by the City.

Levy Submittal. NBS will submit the levy to the County Auditor-Controller in the required format. Assessments rejected by the County Auditor-Controller will be researched and resubmitted for collection on the County Tax Roll. Any parcels that are not submitted to the County for collection will be invoiced for payment

directly to the City.

Toll-Free Phone Number. NBS shall provide a toll-free phone number for use by the City, other interested parties and all property owners. NBS will be available to answer questions regarding each District and the ongoing collection of assessments. Bilingual staff is available to assist Spanish-speaking property owners.

REQUEST FOR BUDGET APPROPRIATION

Department: Finance
Project/Program
Manager: Mike More

Date: January 12, 2016
Phone: (805) 385-7480

Reason for Appropriation:

To distribute costs of NBS One-Year Admin Contract to Maintenance Assessment Districts.

Accounts and Descriptions

AMOUNT

Fund: General Fund (101)

Revenues

101-5702-553-7337	SERVICES TO OTHER PROGRAMS	59,900
	Sub-total Revenues	59,900

Expenditures

101-5702-805-8209	SVCS-OTHER PROF/CONTRACT	59,900
	Sub-total Expenditures	59,900

Net Change to Fund Balance 0

Fund: 121 (Waterways Assessment District)

Expenditures

121-5702-804-8451	SERVICES FROM OTHER PROGRAMS	1,526
	Sub-total Expenditures	1,526

Net Change to Fund Balance (1,526)

Fund: 122 (LMD #1 Summerfield)

Expenditures

122-5702-804-8451	SERVICES FROM OTHER PROGRAMS	976
	Sub-total Expenditures	976

Net Change to Fund Balance (976)

Fund: 123 (LMD #2 Channel Islands)

Expenditures

123-5702-804-8451	SERVICES FROM OTHER PROGRAMS	976
	Sub-total Expenditures	976

Net Change to Fund Balance (976)

Fund: 124 (LMD #3 River Ridge)

Expenditures

124-5702-804-8451	SERVICES FROM OTHER PROGRAMS	1,526
	Sub-total Expenditures	1,526

Net Change to Fund Balance (1,526)

273

REQUIRES CITY COUNCIL AUTHORIZATION

BA Doc# (Finance Use Only)

Revised : 2/23/2012

ATTACHMENT NO. 2

OF 8

Fund: 125 (LMD #4 Mandalay Beach/Colony)

Expenditures

125-5702-804-8451 SERVICES FROM OTHER PROGRAMS 1,526

Sub-total Expenditures 1,526

Net Change to Fund Balance (1,526)

Fund: 126 (LMD #9 Strawberry Fields)

Expenditures

126-5702-804-8451 SERVICES FROM OTHER PROGRAMS 976

Sub-total Expenditures 976

Net Change to Fund Balance (976)

Fund: 127 (LMD #7/8 Northfield Business)

Expenditures

127-5702-804-8451 SERVICES FROM OTHER PROGRAMS 976

Sub-total Expenditures 976

Net Change to Fund Balance (976)

Fund: 128 (LMD #10 Country Club Estates)

Expenditures

128-5702-804-8451 SERVICES FROM OTHER PROGRAMS 976

Sub-total Expenditures 976

Net Change to Fund Balance (976)

Fund: 129 (LMD #11 St. Tropez)

Expenditures

129-5702-804-8451 SERVICES FROM OTHER PROGRAMS 976

Sub-total Expenditures 976

Net Change to Fund Balance (976)

Fund: 131 (LMD #12 Standard Pacific)

Expenditures

131-5702-804-8451 SERVICES FROM OTHER PROGRAMS 976

Sub-total Expenditures 976

Net Change to Fund Balance (976)

Fund: 132 (LMD #14 California Cove)

Expenditures

132-5702-804-8451 SERVICES FROM OTHER PROGRAMS 976

Sub-total Expenditures 976

Net Change to Fund Balance (976)

Fund: 133 (LMD #16 Lighthouse)

Expenditures

133-5702-804-8451 SERVICES FROM OTHER PROGRAMS 976

Sub-total Expenditures 976

Net Change to Fund Balance (976)

Fund: 134 (LMD #13 Le Village)

Expenditures

134-5702-804-8451 SERVICES FROM OTHER PROGRAMS 976

Sub-total Expenditures 976

Net Change to Fund Balance (976)

Fund: 135 (LMD #15 Pelican Pointe)

Expenditures

135-5702-804-8451 SERVICES FROM OTHER PROGRAMS 976

Sub-total Expenditures 976

Net Change to Fund Balance (976)

Fund: 136 (LMD #17 San Miguel)

Expenditures

136-5702-804-8451 SERVICES FROM OTHER PROGRAMS 976

Sub-total Expenditures 976

Net Change to Fund Balance (976)

Fund: 137 (LMD #20 Volvo Median)

Expenditures

137-5702-804-8451 SERVICES FROM OTHER PROGRAMS 975

Sub-total Expenditures 975

Net Change to Fund Balance (975)

Fund: 138 (LMD #18 St. John's Hospital)

Expenditures

ATTACHMENT NO. 2
PAGE 3 OF 8

138-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>975</u>
	Sub-total Expenditures	<u>975</u>
	Net Change to Fund Balance	(975)

Fund: 139 (LMD #19 Shopping at the Rose)

Expenditures

123-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>975</u>
	Sub-total Expenditures	<u>975</u>
	Net Change to Fund Balance	(975)

Fund: 141 (LMD #21 Cypress Point)

Expenditures

141-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>976</u>
	Sub-total Expenditures	<u>976</u>
	Net Change to Fund Balance	(976)

Fund: 142 (LMD #22 McDonald's Median)

Expenditures

142-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>975</u>
	Sub-total Expenditures	<u>975</u>
	Net Change to Fund Balance	(975)

Fund: 143 (LMD #23 Greystone)

Expenditures

143-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>976</u>
	Sub-total Expenditures	<u>976</u>
	Net Change to Fund Balance	(976)

Fund: 144 (LMD #24 Vineyards)

Expenditures

144-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>976</u>
	Sub-total Expenditures	<u>976</u>
	Net Change to Fund Balance	(976)

Fund: 145 (LMD #25 The Pointe)

Expenditures

145-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>976</u>
-------------------	------------------------------	------------

276

REQUIRES CITY COUNCIL AUTHORIZATION

ATTACHMENT NO. 2
PAGE 4 OF 8

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

Sub-total Expenditures 976

Net Change to Fund Balance (976)

Fund: 146 (LMD #26 Albertsons)

Expenditures

146-5702-804-8451 SERVICES FROM OTHER PROGRAMS 975

Sub-total Expenditures 975

Net Change to Fund Balance (975)

Fund: 147 (LMD #27 Rose Island)

Expenditures

147-5702-804-8451 SERVICES FROM OTHER PROGRAMS 975

Sub-total Expenditures 975

Net Change to Fund Balance (975)

Fund: 148 (LMD #28 Harborside)

Expenditures

148-5702-804-8451 SERVICES FROM OTHER PROGRAMS 1,526

Sub-total Expenditures 1,526

Net Change to Fund Balance (1,526)

Fund: 149 (LMD #29 Mercy Charities)

Expenditures

149-5702-804-8451 SERVICES FROM OTHER PROGRAMS 975

Sub-total Expenditures 975

Net Change to Fund Balance (975)

Fund: 151 (LMD #30 Haas Automation)

Expenditures

151-5702-804-8451 SERVICES FROM OTHER PROGRAMS 975

Sub-total Expenditures 975

Net Change to Fund Balance (975)

Fund: 152 (LMD #31 Rancho De La Rosa)

Expenditures

152-5702-804-8451 SERVICES FROM OTHER PROGRAMS 976

Sub-total Expenditures 976

277

REQUIRES CITY COUNCIL AUTHORIZATION

ATTACHMENT NO. 2
PAGE 5 OF 8

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

Net Change to Fund Balance (976)

Fund: 153 (LMD #32 Oak Park)

Expenditures

153-5702-804-8451 SERVICES FROM OTHER PROGRAMS 975

Sub-total Expenditures 975

Net Change to Fund Balance (975)

Fund: 154 (LMD #33 El Paseo)

Expenditures

154-5702-804-8451 SERVICES FROM OTHER PROGRAMS 976

Sub-total Expenditures 976

Net Change to Fund Balance (976)

Fund: 155 (LMD #35 Airport Marina Center)

Expenditures

155-5702-804-8451 SERVICES FROM OTHER PROGRAMS 975

Sub-total Expenditures 975

Net Change to Fund Balance (975)

Fund: 156 (LMD #34 Sunrise Pointe)

Expenditures

156-5702-804-8451 SERVICES FROM OTHER PROGRAMS 976

Sub-total Expenditures 976

Net Change to Fund Balance (976)

Fund: 157 (LMD #36 Villa Santa Cruz/Villa Carmel)

Expenditures

157-5702-804-8451 SERVICES FROM OTHER PROGRAMS 1,526

Sub-total Expenditures 1,526

Net Change to Fund Balance (1,526)

Fund: 158 (LMD #37 Pacific Breeze)

Expenditures

158-5702-804-8451 SERVICES FROM OTHER PROGRAMS 976

Sub-total Expenditures 976

Net Change to Fund Balance (976)

ATTACHMENT NO. 2
PAGE 6 OF 8

278

REQUIRES CITY COUNCIL AUTHORIZATION

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

Expenditures

165-5702-804-8451	SERVICES FROM OTHER PROGRAMS	976
	Sub-total Expenditures	976

Net Change to Fund Balance	(976)
----------------------------	-------

Fund: 170 (LMD Combining Funds)**Expenditures**

170-8001-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 44 American Pacific Homes)	976
170-8002-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 45 Channel Pointe)	975
170-8003-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 46 Daily Ranch)	976
170-8004-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 47 Sycamore Place)	976
170-8005-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 48 Victoria Estates)	1,526
170-8006-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 49 Cameron Ranch)	976
170-8007-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 50 Pleasant Valley Senior Housing)	976
170-8008-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 51 Pfeiler)	976
170-8009-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 52 Wingfield Homes)	976
170-8010-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 53 Huff Court)	975
170-8012-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 54 Meadow Crest Villas)	976
170-8013-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 55 Wingfield West)	976
170-8014-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 56 The Cottages)	976
170-8015-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 57 Golden State Self Storage)	975
170-8016-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 58 Westwind)	976
170-8017-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 59 Orbela)	976
170-8018-899-8451	SERVICES FROM OTHER PROGRAMS	

ATTACHMENT NO. 2
PAGE 2 OF 8

(LMD # 60 Artisan)

Sub-total Expenditures

17,144

Net Change to Fund Balance

(17,144)

Net Appropriation Change

119,800

Approvals

Department Director

Joseph C...

Chief Financial Officer

Joseph C...

City Manager

W. H. C. 11/4/16

ATTACHMENT NO. 2
PAGE 8 OF 8



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: L-2

DATE: January 12, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager 
Office of the City Manager

FROM: Joseph Lillio, Chief Financial Officer 
Finance Department

SUBJECT: Second Amendment to Agreement No. 7117-15-FN with NBS for Consulting Services - Maintenance Assessment Districts

CONTACT: Michael More, Financial Services Manager
Mike.More@ci.oxnard.ca.us, 385-7480

RECOMMENDATION

That City Council:

1. Approve a second amendment to Agreement No. 7117-15-FN with NBS in the amount of \$87,960 for consulting services related to the completion of the engineer reports for the Maintenance Assessment Districts (MADs); and
2. Approve a budget appropriation in the amount of \$87,960 to allocate this agreement to the MADs.

BACKGROUND

As part of the City Manager's organizational assessment, it was disclosed that the City's Maintenance Assessment Districts ("MADs") needed a more comprehensive review, due to deficits or surplus funds that had been allowed to accumulate in various MADs. The deficits in 25 of the MADs required a transfer of approximately \$3 million from the General Fund in FY 14-15 to eliminate the accumulated negative fund balances and a General Fund allocation of \$600,000 in the FY 15-16 budget to subsidize these same MADs for another year until a fix is implemented.

In response, on May 12, 2015, Agreement No. 7117-FN-15 was executed in the amount of \$100,000 to begin addressing the issues noted in the organizational assessment.

On October 27, 2015, City Council received a presentation on the key findings and recommendations noted in the NBS report and a timeline for addressing the deficiencies.

On December 8, 2015, City Council approved a First Amendment to Agreement No. 7117-FN-15 in the amount of \$35,000 to provide for district levy audits in the MADs. This task is expected to be completed in mid-January 2016 and, along with the district boundary audit and budget audit for each of the 58 MADs, will result in recommendations for resolving problems with the MADs.

The Second Amendment to Agreement No. 7117-FN-15 (Attachment No. 1) ("Second Amendment") provides an additional \$87,960 to complete the following tasks:

- **Rewrite of District Resolutions and Engineer's Report Including General and Special Benefits Quantified and Separated (\$64,960):** For all 58 MADs, NBS will prepare and submit for review by legal counsel and City staff the proposed Resolutions and Staff Reports compliant with the 1972 Act and Proposition 218 for the placement of Fiscal Year 2016/17 assessment levies on the County secured tax roll. NBS will prepare and submit for review by legal counsel and City staff a proposed Preliminary Engineer's Report for each District compliant with the 1972 Act and Proposition 218 for the placement of Fiscal Year 2016/17 assessment levies on the County secured tax roll. NBS will also prepare a new Fiscal Year 2016/17 Final Engineer's Report for each District (along with appropriate exhibits and diagrams) that will also serve as templates for subsequent fiscal years.
- **Training of Staff on Maintenance Assessment Districts (\$13,000):** NBS will coordinate with City staff and host a one (1) day in-depth training at the City for all applicable staff. The training will include, but not be limited to, 1972 Act (MAD) background and current environment, Proposition 218 and impact, determination of special and general benefit, formation policies and procedures, forms, documents, timelines, systems, ongoing administration of the Districts, anticipated challenges to assessment district law and an introduction to Community Facilities Districts.
- **Administrative and Operational Manual for Maintenance Assessment Districts (\$10,000):** NBS will create an Administrative and Operational Manual describing the procedures necessary for proper administrative and operational practices by all applicable City staff to ensure compliance with requirements of the 1972 Act and Proposition 218. The Manual will include but not be limited to background and supporting information about the Districts, annual administrative and operational timelines, inventory and assignment of necessary tasks throughout the organization, templates, forms and spreadsheets to track and accomplish such tasks, and related administrative and operational procedures.

Budget Appropriation

The attached Budget Appropriation (Attachment No. 2) spreads the \$87,960 costs to all of the MADs based upon each MAD's proportional amount of total revenue.

FINANCIAL IMPACT

There is no impact to the City's General Fund. All costs associated with this agreement will be distributed to the MADs per the attached budget adjustment.

ATTACHMENTS

#1 - SECOND AMENDMENT TO AGREEMENT NO. 7117-15-FN

#2 - BUDGET APPROPRIATION

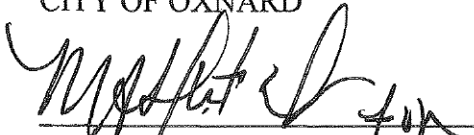
SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th day of January, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and NBS ("Consultant"). This Second Amendment amends the Agreement entered into on May 20, 2015, by City and Consultant.

City and Consultant agree as follows:

1. In Section 14a. of the Agreement, the figure "\$135,000", as amended by the First Amendment to Agreement No. 7117-FN-15 dated December 8, 2015, is deleted and replaced with the figure "\$222,960".
2. In Section 1 of the agreement, the term "Exhibit A" is deleted and replaced with "Exhibit A, Exhibit A-1, and Exhibit A-2".
3. Exhibit A-2, attached hereto, is incorporated into the Agreement.
4. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

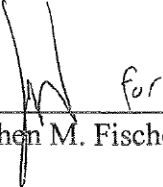


Greg Nylhoff, City Manager

CONSULTANT

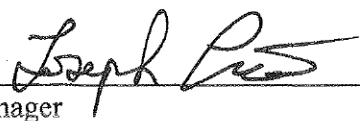
Michael Rentner, President and CEO
NBS

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:



Risk Manager

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th day of January, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and NBS ("Consultant"). This Second Amendment amends the Agreement entered into on May 20, 2015, by City and Consultant.

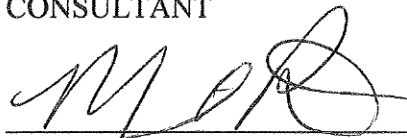
City and Consultant agree as follows:

1. In Section 14a. of the Agreement, the figure "\$135,000", as amended by the First Amendment to Agreement No. 7117-FN-15 dated December 8, 2015, is deleted and replaced with the figure "\$222,960".
2. In Section 1 of the Agreement, the term "Exhibit A" is deleted and replaced with "Exhibit A, Exhibit A-1, and Exhibit A-2".
3. Exhibit A-2, attached hereto, is incorporated into the Agreement.
4. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

Greg Nyhoff, City Manager



Michael Rentner, President and CEO
NBS

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, Interim City Attorney

Risk Manager

EXHIBIT A-2
ADDITIONAL SCOPE OF SERVICES

I. Training of Staff on Maintenance Assessment Districts (\$13,000)

Initial Meeting. NBS will work with the City to identify training needs and objectives related to the use of special financing districts including Maintenance Assessment Districts (1972 Act) and Community Facilities Districts. The meeting will help NBS create a customized training session for City staff.

Training Outline. NBS will provide the City, at least ten (10) days before training day, with an outline of the training session for review, modification and approval to ensure a successful training session.

Training. NBS will coordinate with City staff and host a one (1) day in-depth training at the City for all applicable staff. The training will include, but not be limited to, 1972 Act (MAD) background and current environment, Proposition 218 and impact, determination of special and general benefit, formation policies and procedures, forms, documents, timelines, systems, ongoing administration of the Districts, anticipated challenges to assessment district law and an introduction to Community Facilities Districts.

Training Materials. NBS will provide in-depth training materials reflecting the scope of this project.

City Responsibilities. The City shall furnish Consultant with any pertinent information that is available to City and applicable to the Services. The City shall designate a person to act with authority on its behalf in respect to the Services. The City shall promptly respond to Consultant's requests for reviews and approvals of its work, and to its requests for decisions related to the Services. City understands and agrees that Consultant is entitled to rely on all information and documents supplied to Consultant by City or any of its agents or contractors and other government sources or proxies thereof as being accurate and correct and Consultant will have no obligation to confirm that such information and documentation is correct and that Consultant will have no liability to City or any third party if such information is not correct.

II. Administrative and Operational Manual for Maintenance Assessment Districts (\$10,000)

Evaluation. NBS has performed a comprehensive evaluation of the City's Maintenance Assessment Districts and related administrative and operational practices.

Administrative and Operation Manual. NBS will create an Administrative and Operational Manual describing the procedures necessary for proper administrative and operational practices by all applicable City staff to ensure compliance with requirements of the 1972 Act and Proposition 218. The Manual will include but not be limited to background and supporting information about the Districts, annual administrative and operational timelines, inventory and assignment of necessary tasks throughout the organization, templates, forms and spreadsheets to

track and accomplish such tasks, and related administrative and operational procedures.

Draft Manual. NBS will prepare and submit for review by legal counsel and City staff a draft of the Administrative and Operational Manual.

City Review and Final Manual. NBS will communicate with City staff for the review of Draft Manual and incorporate modifications and suggestions into a final version.

City Responsibilities. The City shall furnish Consultant with any pertinent information that is available to City and applicable to the Services. The City shall designate a person to act with authority on its behalf in respect to the Services. The City shall promptly respond to Consultant's requests for reviews and approvals of its work, and to its requests for decisions related to the Services. City understands and agrees that Consultant is entitled to rely on all information and documents supplied to Consultant by City or any of its agents or contractors and other government sources or proxies thereof as being accurate and correct and Consultant will have no obligation to confirm that such information and documentation is correct and that Consultant will have no liability to City or any third party if such information is not correct.

III. Rewrite of District Resolutions and Engineer's Report Including General and Special Benefits Quantified and Separated (\$64,960)

Project Schedule. NBS will communicate with City staff, legal counsel and other interested parties to:

- Establish lines of communication.
- Clarify the specific project goals, components and criteria that will meet the City's preference.
- Identify and resolve any special circumstances that may be involved in the project.
- Develop project schedules to meet legal requirements and provide for effective interfacing of all involved parties.
- Establish meeting points consistent with schedule to achieve project milestones.
- Establish and coordinate with City staff a schedule to assure completion of necessary actions and compliance with statutes.

Assemble Data. NBS has obtained the original formation, historical, and the most recent Engineer's Report for each District. NBS has obtained Resolutions pertaining to the formation and annual levies for the Districts. In addition, NBS has obtained administrative policies and documents pertaining to the contents of the Engineer's Reports and the ongoing administration of the Districts.

Staff Interviews. NBS has interviewed City staff to gather information about the ongoing administration of the Districts, the improvements being maintained, the manner in which maintenance costs are being allocated to each District, District boundaries and inclusion or exclusion of parcels, understanding of when parcels become subject to the levy, and any other special circumstances or historical information such as known annexations or modifications to the Districts.

Resolutions and Staff Reports Review. NBS has preliminarily reviewed the Resolutions and

Staff Reports for Fiscal Years 2014/15 and 2015/16 for compliance with the 1972 Act and Proposition 218. NBS will review in detail, in contrast to the assembled data and staff interviews, the contents and accuracy of the aforementioned Resolutions and Staff Reports.

Fiscal Year 2016/17 Proposed Resolutions and Staff Reports. NBS will prepare and submit for review by legal counsel and City staff the proposed Resolutions and Staff Reports compliant with the 1972 Act and Proposition 218 for the placement of Fiscal Year 2016/17 assessment levies on the County secured tax roll.

Fiscal Year 2016/17 Resolutions and Staff Reports. NBS will prepare new Fiscal Year 2016/17 Resolutions and Staff Reports for the Districts that will also serve as templates for subsequent fiscal years.

Report Review. NBS has preliminarily reviewed at least three (3) versions of the Engineer's Report for each District for compliance with the 1972 Act and Proposition 218. NBS will review in detail, in contrast to the assembled data and staff interviews, the contents and accuracy of the description of improvements, cost estimate, diagram, and method of assessment including categories and rates.

Annexations. NBS will review all annexation documents, if any, for the creation of specific zones of benefit and changes to the rates and improvements.

Special Circumstances. NBS will review all documents to determine special circumstances such as contributions to be made by a public agency or other special agreements that may impact the contents of the Engineer's Reports and assessments.

Special vs. General Benefit Analysis. NBS will review the improvements, maintenance, services, budgets, location and type of improvements, special benefit, general benefit, and recent case law with legal counsel. Meet with City staff and legal counsel to discuss appropriate and/or alternative approaches to the special and general benefit analysis sections of the Engineer's Reports. Provide City staff with related support for the duration of the project.

Separation and Quantification of Special and General Benefit. NBS will analyze improvements, maintenance, services, boundaries, district characteristics, parcel characteristics, special and general benefits conferred, and assessment engineering industry standards and sources to separate and quantify special vs. general benefit in compliance with the special benefit requirements of Proposition 218 for review by legal counsel and City staff.

Map of Improvements. NBS will work with City staff to create and add a map of improvements to the Engineer's Reports. The map of improvements serves as a visual aid for the description of improvements, cost estimate, cost allocation between Districts, and the determination of special benefit.

Diagram. NBS will work with City staff to create and add an assessment diagram to the Engineer's Reports. The assessment diagram serves as a visual aid for the boundaries of the District.

Findings and Recommendations Report. NBS will document and present findings and recommendations to legal counsel and City staff for approval prior to inclusion into the new

Engineer's Reports. The main objective of the report is to document the separation and quantification of special and general benefit in accordance with the special benefit requirements of Proposition 218 and recent case law. The report will provide analysis and numerical support for the breakdown of special vs. general benefit. The City will use the report to determine the general fund contributions for general benefit and the amount that can be levied by the Districts for special benefit.

City Review. NBS will communicate with City staff for the review of the findings and recommendation prior to inclusion into the new Engineer's Reports.

Fiscal Year 2016/17 Preliminary Engineer's Reports. NBS will prepare and submit for review by legal counsel and City staff a proposed Preliminary Engineer's Report for each District compliant with the 1972 Act and Proposition 218 for the placement of Fiscal Year 2016/17 assessment levies on the County secured tax roll.

Fiscal Year 2016/17 Final Engineer's Reports. NBS will prepare a new Fiscal Year 2016/17 Engineer's Report for each District that will also serve as templates for subsequent fiscal years.

Engineer's Signature and Stamp. NBS will have a Registered Professional Engineer (PE) review the Engineer's Reports for signature and stamp.

Toll-Free Phone Number. NBS will provide a toll-free phone number for use by the City staff. NBS staff will be available to answer questions regarding the Findings and Recommendations Report and the project.

City Responsibilities. The City shall furnish Consultant with any pertinent information that is available to City and applicable to the Services. The City shall designate a person to act with authority on its behalf in respect to the Services. The City shall promptly respond to Consultant's requests for reviews and approvals of its work, and to its requests for decisions related to the Services. City understands and agrees that Consultant is entitled to rely on all information and documents supplied to Consultant by City or any of its agents or contractors and other government sources or proxies thereof as being accurate and correct and Consultant will have no obligation to confirm that such information and documentation is correct and that Consultant will have no liability to City or any third party if such information is not correct.

REQUEST FOR BUDGET APPROPRIATION

Department: Finance
 Project/Program
 Manager: Mike More

Date: January 12, 2016
 Phone: (805) 385-7480

Reason for Appropriation:

To distribute costs of NBS One-Year Admin Contract to Maintenance Assessment Districts.

Accounts and Descriptions

AMOUNT

Fund: General Fund (101)

Revenues

101-5702-553-7337	SERVICES TO OTHER PROGRAMS	87,960
	Sub-total Revenues	87,960

Expenditures

101-5702-805-8209	SVCS-OTHER PROF/CONTRACT	87,960
	Sub-total Expenditures	87,960

Net Change to Fund Balance 0

Fund: 122 (LMD #1 Summerfield)

Expenditures

122-5702-804-8451	SERVICES FROM OTHER PROGRAMS	472
	Sub-total Expenditures	472

Net Change to Fund Balance (472)

Fund: 123 (LMD #2 Channel Islands)

Expenditures

123-5702-804-8451	SERVICES FROM OTHER PROGRAMS	39
	Sub-total Expenditures	39

Net Change to Fund Balance (39)

Fund: 124 (LMD #3 River Ridge)

Expenditures

124-5702-804-8451	SERVICES FROM OTHER PROGRAMS	3,041
	Sub-total Expenditures	3,041

Net Change to Fund Balance (3,041)

Fund: 125 (LMD #4 Mandalay Beach/Colony)

Expenditures

125-5702-804-8451	SERVICES FROM OTHER PROGRAMS	1,430
	Sub-total Expenditures	1,430

Net Change to Fund Balance (1,430)

Fund: 126 (LMD #9 Strawberry Fields)

Expenditures

126-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>457</u>
	Sub-total Expenditures	<u>457</u>
	Net Change to Fund Balance	(457)

Fund: 127 (LMD #7/8 Northfield Business)**Expenditures**

127-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>1,178</u>
	Sub-total Expenditures	<u>1,178</u>
	Net Change to Fund Balance	(1,178)

Fund: 128 (LMD #10 Country Club Estates)**Expenditures**

128-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>873</u>
	Sub-total Expenditures	<u>873</u>
	Net Change to Fund Balance	(873)

Fund: 129 (LMD #11 St. Tropez)**Expenditures**

129-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>253</u>
	Sub-total Expenditures	<u>253</u>
	Net Change to Fund Balance	(253)

Fund: 131 (LMD #12 Standard Pacific)**Expenditures**

131-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>812</u>
	Sub-total Expenditures	<u>812</u>
	Net Change to Fund Balance	(812)

Fund: 132 (LMD #14 California Cove)**Expenditures**

132-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>1,330</u>
	Sub-total Expenditures	<u>1,330</u>
	Net Change to Fund Balance	(1,330)

Fund: 133 (LMD #16 Lighthouse)**Expenditures**

133-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>709</u>
	Sub-total Expenditures	<u>709</u>

Net Change to Fund Balance (709)

Fund: 134 (LMD #13 Le Village)

Expenditures

134-5702-804-8451 SERVICES FROM OTHER PROGRAMS 654

Sub-total Expenditures 654

Net Change to Fund Balance (654)

Fund: 135 (LMD #15 Pelican Pointe)

Expenditures

135-5702-804-8451 SERVICES FROM OTHER PROGRAMS 337

Sub-total Expenditures 337

Net Change to Fund Balance (337)

Fund: 136 (LMD #17 San Miguel)

Expenditures

136-5702-804-8451 SERVICES FROM OTHER PROGRAMS 331

Sub-total Expenditures 331

Net Change to Fund Balance (331)

Fund: 137 (LMD #20 Volvo Median)

Expenditures

137-5702-804-8451 SERVICES FROM OTHER PROGRAMS 88

Sub-total Expenditures 88

Net Change to Fund Balance (88)

Fund: 138 (LMD #18 St. John's Hospital)

Expenditures

138-5702-804-8451 SERVICES FROM OTHER PROGRAMS 212

Sub-total Expenditures 212

Net Change to Fund Balance (212)

Fund: 139 (LMD #19 Shopping at the Rose)

Expenditures

123-5702-804-8451 SERVICES FROM OTHER PROGRAMS 9

Sub-total Expenditures 9

Net Change to Fund Balance (9)

Fund: 141 (LMD #21 Cypress Point)

Expenditures

141-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>36</u>
	Sub-total Expenditures	<u>36</u>

Net Change to Fund Balance	(36)
----------------------------	------

Fund: 142 (LMD #22 McDonald's Median)**Expenditures**

142-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>18</u>
	Sub-total Expenditures	<u>18</u>

Net Change to Fund Balance	(18)
----------------------------	------

Fund: 143 (LMD #23 Greystone)**Expenditures**

143-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>203</u>
	Sub-total Expenditures	<u>203</u>

Net Change to Fund Balance	(203)
----------------------------	-------

Fund: 144 (LMD #24 Vineyards)**Expenditures**

144-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>663</u>
	Sub-total Expenditures	<u>663</u>

Net Change to Fund Balance	(663)
----------------------------	-------

Fund: 145 (LMD #25 The Pointe)**Expenditures**

145-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>863</u>
	Sub-total Expenditures	<u>863</u>

Net Change to Fund Balance	(863)
----------------------------	-------

Fund: 146 (LMD #26 Albertsons)**Expenditures**

146-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>145</u>
	Sub-total Expenditures	<u>145</u>

Net Change to Fund Balance	(145)
----------------------------	-------

Fund: 147 (LMD #27 Rose Island)**Expenditures**

147-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>512</u>
	Sub-total Expenditures	<u>512</u>

ATTACHMENT NO. 2
PAGE 4 OF 8

Net Change to Fund Balance (512)

Fund: 148 (LMD #28 Harborside)

Expenditures

148-5702-804-8451 SERVICES FROM OTHER PROGRAMS 2,469

Sub-total Expenditures 2,469

Net Change to Fund Balance (2,469)

Fund: 149 (LMD #29 Mercy Charities)

Expenditures

149-5702-804-8451 SERVICES FROM OTHER PROGRAMS 53

Sub-total Expenditures 53

Net Change to Fund Balance (53)

Fund: 151 (LMD #30 Haas Automation)

Expenditures

151-5702-804-8451 SERVICES FROM OTHER PROGRAMS 1,595

Sub-total Expenditures 1,595

Net Change to Fund Balance (1,595)

Fund: 152 (LMD #31 Rancho De La Rosa)

Expenditures

152-5702-804-8451 SERVICES FROM OTHER PROGRAMS 2,622

Sub-total Expenditures 2,622

Net Change to Fund Balance (2,622)

Fund: 153 (LMD #32 Oak Park)

Expenditures

153-5702-804-8451 SERVICES FROM OTHER PROGRAMS 793

Sub-total Expenditures 793

Net Change to Fund Balance (793)

Fund: 154 (LMD #33 El Paseo)

Expenditures

154-5702-804-8451 SERVICES FROM OTHER PROGRAMS 1,913

Sub-total Expenditures 1,913

Net Change to Fund Balance (1,913)

Fund: 155 (LMD #35 Airport Marina Center)

Expenditures

155-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>735</u>
	Sub-total Expenditures	<u>735</u>

Net Change to Fund Balance	(735)
----------------------------	-------

Fund: 156 (LMD #34 Sunrise Pointe)**Expenditures**

156-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>1,988</u>
	Sub-total Expenditures	<u>1,988</u>

Net Change to Fund Balance	(1,988)
----------------------------	---------

Fund: 157 (LMD #36 Villa Santa Cruz/Villa Carmel)**Expenditures**

157-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>4,756</u>
	Sub-total Expenditures	<u>4,756</u>

Net Change to Fund Balance	(4,756)
----------------------------	---------

Fund: 158 (LMD #37 Pacific Breeze)**Expenditures**

158-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>1,058</u>
	Sub-total Expenditures	<u>1,058</u>

Net Change to Fund Balance	(1,058)
----------------------------	---------

Fund: 159 (LMD #38 Aldea Del Mar)**Expenditures**

159-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>3,595</u>
	Sub-total Expenditures	<u>3,595</u>

Net Change to Fund Balance	(3,595)
----------------------------	---------

Fund: 160 (LMD #39 El Sueno/Promesa)**Expenditures**

160-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>6,809</u>
	Sub-total Expenditures	<u>6,809</u>

Net Change to Fund Balance	(6,809)
----------------------------	---------

Fund: 161 (LMD #39 D.R. Horton)**Expenditures**

161-5702-804-8451	SERVICES FROM OTHER PROGRAMS	<u>488</u>
	Sub-total Expenditures	<u>488</u>

Net Change to Fund Balance (488)

Fund: 162 (LMD #40 Cantada)

Expenditures

162-5702-804-8451 SERVICES FROM OTHER PROGRAMS 2,513

Sub-total Expenditures 2,513

Net Change to Fund Balance (2,513)

Fund: 163 (LMD #41 Pacific Cove)

Expenditures

163-5702-804-8451 SERVICES FROM OTHER PROGRAMS 2,279

Sub-total Expenditures 2,279

Net Change to Fund Balance (2,279)

Fund: 164 (LMD #42 Cantabria & Coronado)

Expenditures

164-5702-804-8451 SERVICES FROM OTHER PROGRAMS 5,680

Sub-total Expenditures 5,680

Net Change to Fund Balance (5,680)

Fund: 165 (LMD #43 Greenbelt)

Expenditures

165-5702-804-8451 SERVICES FROM OTHER PROGRAMS 3,369

Sub-total Expenditures 3,369

Net Change to Fund Balance (3,369)

Fund: 170 (LMD Combining Funds)

Expenditures

170-8001-899-8451 SERVICES FROM OTHER PROGRAMS 693
(LMD # 44 American Pacific Homes)

170-8002-899-8451 SERVICES FROM OTHER PROGRAMS 243
(LMD # 45 Channel Pointe)

170-8003-899-8451 SERVICES FROM OTHER PROGRAMS 6,308
(LMD # 46 Daily Ranch)

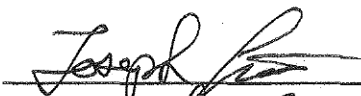
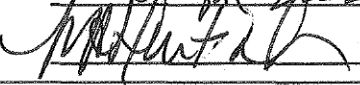
170-8004-899-8451 SERVICES FROM OTHER PROGRAMS 2,154
(LMD # 47 Sycamore Place)

170-8005-899-8451 SERVICES FROM OTHER PROGRAMS 5,287
(LMD # 48 Victoria Estates)

170-8006-899-8451 SERVICES FROM OTHER PROGRAMS 615
(LMD # 49 Cameron Ranch)

170-8007-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 50 Pleasant Valley Senior Housing)	749
170-8008-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 51 Pfeiler)	4,387
170-8009-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 52 Wingfield Homes)	2,434
170-8010-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 53 Huff Court)	117
170-8012-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 54 Meadow Crest Villas)	725
170-8013-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 55 Wingfield West)	969
170-8014-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 56 The Cottages)	162
170-8015-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 57 Golden State Self Storage)	413
170-8016-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 58 Westwind)	2,661
170-8017-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 59 Orbel)	678
170-8018-899-8451	SERVICES FROM OTHER PROGRAMS (LMD # 60 Artisan)	1,981
Sub-total Expenditures		<u>30,580</u>

Net Change to Fund Balance	<u>(30,580)</u>
Net Appropriation Change	<u>175,920</u>

Approvals	
Department Director	
Chief Financial Officer	
City Manager	



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: L-3

DATE: January 12, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager 

FROM: Joseph Lillio, Chief Financial Officer
Finance Department

SUBJECT: Recommendations Regarding the Use of One-Time Successor Agency Loan Proceeds

CONTACT: Joseph Lillio, Chief Financial Officer
Joseph.Lillio@ci.oxnard.ca.us, 385-7475

RECOMMENDATION

That City Council discuss and approve the recommended use of a portion of the one-time funds received from the Successor Agency "(Agency)" loan proceeds.

BACKGROUND

In July 2015, the City received a payment in the amount of \$3,502,934 from the California Department of Finance (DOF). These funds were placed in the General Fund Reserve as unrestricted and remain there. The \$3.5 million payment to the City was from a 1968 loan from the City to the Redevelopment Agency to assist with the formation of the Redevelopment Agency. The State and the Oversight Board have approved the Successor Agency repayment of the Redevelopment Agency debt (formation loan) to the City.

Staff recommends that a portion of the one-time revenue be used for some key immediate needs in this fiscal year to address some of priority areas. These immediate needs relate to the (1) implementation of some of the organizational assessment recommendations, (2) budget development, (3) legal assistance related to the IRS audit, and (4) some immediate building maintenance and repair needs.

Table 1: Recommended Use of A Portion of One-time Revenue

Use of One-Time Revenue Recommendations	Amount
Organizational Assessment Related Costs • Implementation of Projects from the IT Master Plan Phase I - \$427k • Class and Comp Study Phase I - \$50k • Worker's Comp Audit - \$15k • Fleet Management Review and Study - \$15k	\$ 507,000
Professional Legal Assistance with IRS Audit	\$ 25,000
Development of the FY 16-17 Budget (Priority Based) & Augmentation of Finance Staff	\$ 175,000
Current Building Maintenance and Repair	\$ 100,000
Subtotal of Use of One-Time Revenue:	\$ 807,000

Table 1 above outlines the specific recommendations for the use of a portion of the one-time revenue. With regard to the organizational assessment related costs, there are four critical recommendations that require funding in order to move them forward. The first is for year one funding for specific projects outlined in the IT Master Plan, totaling \$427,000. The projects include an assessment for an ERP System, a Citywide Time and Attendance System, a Contract and Insurance Certificate Management, and Email Evaluation/Consolidation/Google Vault to ensure efficiency and compliance with Public Records Requests, and for Utility Billing enhancements and remote Credit Card Processing. The second recommendation relates to the completion of the Class and Compensation Study. This funding request pays for a portion of the Class and Compensation Study Phase 1 totaling \$50,000. The third recommendation relates to completion of a Worker's Compensation Audit totaling \$15,000, and lastly, a Fleet Management evaluation totaling \$15,000 resulting in greater efficiency and cost savings long-term.

Additional recommended use of one-time revenue is for professional legal assistance with the IRS Audit, funding for augmentation of finance staff for the development of the FY 16-17 Budget (Priority Based), and critical building maintenance and repair needs.

FINANCIAL IMPACT

Of the original \$3,502,934 payment from the California DOF, \$277,444 was previously allocated for labor negotiations (\$177,444) and the internal audit Phase I (\$100,000).

If the recommendations listed on this staff report are approved, staff will return to Council on February 9, 2016 with a budget adjustment request in the amount of \$807,000 during the Mid-Year budget discussion. The remaining balance of \$2,418,490 will remain in the General Fund Reserve fund until further Council discussion.

ATTACHMENTS

None.