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.

CITY OF OXNARD CALIFORNIA

AGENDA

OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
November 10, 2015
6:00 P.M.

A. ROLL CALL/POSTING OF AGENDA

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

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Oxnard Police Departments Receipt of the California Law Enforcement Challenge Certificate.

2. SUBJECT: Presentation of a Proclamation Designating November 15, 2015 as "Oxnard Recycles Day".

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 October 6 and 13, 2015; and Minutes of the Special Meeting of the Oxnard City Council for October 14, 2015; and Minutes of the Regular Meetings of the Oxnard Financing Authority for December 9 and 16, 2014, and January13 and 27, February 3, 10 and 24, March 3, 17 and 24, April 7, 14, 21 and 28, May 5, 12 and 19, June 2, 9, 16 and 23, July 7, 14, 21 and 28, September 1, 15 and 22, October 6, 13, 20 and 27, and November 3, 2015. (001)
   RECOMMENDATION: Approve.
   Legislative Body: CC/FA Contact: Daniel Martinez Phone: 385-7803

City Attorney Department

2. SUBJECT: Change to the Inter-Neighborhood Council Organization Bylaws. (033)
   RECOMMENDATION: Adopt a resolution approving amended bylaws for the Inter-Neighborhood Council Organization to allow newly elected executive boards to take office in December.
   Legislative Body: CC Contact: Stephen M. Fischer Phone: 385-7483

Development Services Department

3. SUBJECT: Special Budget Appropriations Totaling $585,630 for Three Transportation Development Act (TDA) Article 3 Bicycle and Pedestrian Improvement Projects. (057)
   RECOMMENDATION: Appropriate funds in the following amounts for three TDA Article 3 bicycle and pedestrian projects. 1) Appropriate $66,630 from the Traffic Safety Fund No. 182 Fund Balance for Ramona, Chavez, and Lemonwood Schools pedestrian improvements new project No. 163103 as the local match; 2) Appropriate $100,000 from the Traffic Safety Fund No. 182 Fund Balance for Cloyne Street bicycle and pedestrian improvements new project No. 163101 as the local match; 3) Appropriate $142,000 from the Air Pollution Buy-down Fee Fund 118 Fund Balance for Vineyard and Esplanade bicycle and pedestrian improvements new project No. 163102 as the local match; and 4) Appropriate a total of $277,000 from Transportation Development Act Article 3 Fund No. 214 in the amounts of $60,000 for Ramona, Chavez, and Lemonwood Schools pedestrian improvements; $75,000 for the Cloyne Street bicycle project, and $142,000 for the Vineyard and Esplanade bicycle and pedestrian improvements.
   Legislative Body: CC Contact: Ashley Golden Phone: 385-7868

Finance Department

4. SUBJECT: Budget Appropriations - Various Community Facilities Districts. (063)
RECOMMENDATION: Approve budget appropriations totaling $831,962 for Community Facilities Districts (CFDs) No. 2 (Westport), No. 4 (Seabridge) and No. 5 (RiverPark) to reflect the actual special tax levy being collected from the Ventura County Secured Tax Roll in FY 2015-16.
Legislative Body: CC Contact: Joseph Lillio Phone: 385-7475

General Services Division

5 SUBJECT: First Amendment to Agreement with Safety Striping Services, Inc., for Street Striping and Marking Services. (135)
RECOMMENDATION: Approve and authorize the Mayor to execute First Amendment to Agreement for Trade Services with Safety Striping Service, Inc. (A-7716), to increase the agreement from $150,000 to $300,000 and extend the expiration date to September 16, 2016 for street striping and marking services.
Legislative Body: CC Contact: Todd Housley Phone: 890-3153

Public Works Department

6. SUBJECT: First Amendment with Solenis, LLC for Supply and Delivery of Polymer to the Wastewater Treatment Plant. (147)
RECOMMENDATION: Approve and authorize the Mayor to execute the First Amendment with Solenis, LLC (A-7720) in the amount of $658,000 for supply and delivery of an additional polymer to the Wastewater Treatment Plant for a total contract amount not to exceed $987,000 and extending the term of the Agreement to October 7, 2017.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-7880

J. PUBLIC HEARINGS – 6:15 P.M.

Development Services Department

1. SUBJECT: Review of One Year Trial for Free Electric Vehicle Charging at City-Owned Charging Stations and Change User Fee for Electric Vehicle Charging. (171)
RECOMMENDATION: 1) Receive a report on usage from the second-year trial suspending the user fee for electric vehicle charging until November 14, 2015; 2) Conduct a public hearing on the recommendation to change the hourly user fee for electric vehicle charging at city-owned chargers; 3) Adopt a resolution changing the hourly user fee for electric vehicle charging at city-owned chargers to an hourly rate the City Council determines will recover the estimated operational costs in accordance with the financial management policies in City Council Resolution No. 14,839, or adopt a resolution suspending indefinitely or rescinding the user fee; and 4) Provide direction to staff regarding retention of existing electric vehicle chargers at least until November 13, 2018.
Legislative Body: CC Contact: Ashley Golden Phone: 385-7868

K. APPOINTMENT ITEMS

Development Services Department

1. SUBJECT: Transportation Demand Management (TDM) Plan. (193)
RECOMMENDATION: Adopt a resolution approving the Transportation Demand Management Plan and direct staff to implement the recommendations, excluding Appendix A, consistent with available funding.
Legislative Body: CC Contact: Ashley Golden Phone: 385-7868

L. REPORTS

City Attorney Department

1. SUBJECT: First Amendment to Attorney Services Agreement for Special Counsel in Proceedings Related to Electrical Generating Facilities at Mandalay and Ormond Beach. (271)
RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment to Attorney Services Agreement with Shute Mihaly and Weinberger, LLP (7002-15-CA) to increase the amount by $150,000 for a total not to exceed amount of $350,000.
Legislative Body: CC Contact: Stephen M. Fischer Phone: 385-7483

Housing Department

2. SUBJECT: Authorization to Proceed with Phase 2 of The Courts Development Project. (381)
RECOMMENDATION: Adopt a resolution approving Phase 2 of The Courts Housing Project and authorize the Housing Director or designee to take all needed actions in consultation with Authority's General Counsel relative to entering into U.S. Department of Housing and Urban Development (HUD) Disposition Documents, Ground Lease, Right of First Refusal and Option Agreement and any other agreements for the purpose of developing, maintaining and operating Phase 2 of The Courts Housing Project.
Legislative Body: HA Contact: Arturo Casillas Phone: 385-8096

Police Department

3. SUBJECT: Supplemental Law Enforcement Services Fund. (461)
RECOMMENDATION: 1) Recognize $322,229 in grant revenue from the State Supplemental Law Enforcement Services Fund (SLESF) for Citizens Option for Public Safety (COPS) Program; and 2) Approve a budget appropriation in the amount of $322,229 for foundational infrastructure for a body-worn camera program as well as computer hardware replacement in the Police Department.
Legislative Body: CC Contact: Jeri Williams Phone: 385-7801

Public Works Department

4. SUBJECT: Approval of Lowest Responsible and Responsive Bid and Authorization to Issue and Execute a Contract for UD15-38 Orchard Park Neighborhood Street Resurfacing Project. (465)
RECOMMENDATION: Award contract to the lowest responsible and responsive bidder, Granite Construction Company (A-7839), in the amount of $895,343.00 for UD15-38 Orchard Park Neighborhood Street Resurfacing Project, and authorize the purchasing agent to issue and execute the contract upon receipt of final documents.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-7880

5. SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract for PW13-15R2(Rebid) Localized Pavement Maintenance Project. (549)
RECOMMENDATION: 1) Award contract to the lowest responsible and responsive bidder, Berry General Engineering Contractors, Inc. (A-7843) in the amount of $1,281,840 for PW13-15R2 (Rebid) Localized Pavement Maintenance Project, and authorize the purchasing agent to issue and execute the contract upon receipt of final documents; and 2) Approve a budget appropriation in the amount of $1,600,025 to new Localized Pavement Maintenance Project 163101.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-7880

6. SUBJECT: Approval of Lowest Responsible and Responsive Bid and Authorization to Issue and Execute a Contract for UD15-07- Pleasant Valley Estates Neighborhood Street Resurfacing Project. (607)
RECOMMENDATION: Award contract to the lowest responsible and responsive bidder, Toro Enterprises, Inc. (A-7834) in the amount of $1,868,511.00 for UD15-07 Pleasant Valley Estates Neighborhood Street Resurfacing Project, and authorize the purchasing agent to issue and execute the contract upon receipt of final documents.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-7780

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

1. SUBJECT: 2016 Meeting Schedule for Legislative Bodies. (659)
RECOMMENDATION: That City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority meet on the following dates during the calendar year 2016: January 5, 12 and 26, February 2, 9 and 23, March 1, 15, and 22, April 5, 12, 19 and 26*, May 3, 10, 17 and 24*, June 7, 14, 21 and 28*, July12, 19 and 26, August **NO MEETINGS,** September 6, 13 and 20, October 4, 11, 18 and 25, November 1, 8, and 15, and December 6, 13 and 20.
Legislative Body: CC/SA/FA/HA Contact: Greg Nyhoff Phone: 385-7430

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

R. ADJOURNMENT

AGENDA ITEM NO.
I-1

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
October 6, 2015

A. ROLL CALL/POSTING OF AGENDA

At 4:36 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. Mayor Flynn 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. Staff members present were: Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Stephen Fischer, Interim City Attorney and Lynn McGraw, Deputy City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 4:38 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(1) to confer with its attorneys. The title and case number of the litigation being discussed is Guillermo Ramirez, et al. v. Oxnard Police Department, et al. United States District Court, Case No. CV13-01615-MWF-AN

The City Council also recessed to a closed session, pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, to decide whetrher to initiate by by joining in the Qui Tam Lawsuit filed under seal – *Plaintiff Under Seal v. Defendant Under Seal*, pursuant to Government Code section 54956.9(d)(4).

The City Council also 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 Rachel Burr (DFEH Complaint No. 394716-78454-R).

The City Council also 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.

At 6:27 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:28 p.m., the meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Daniel Martinez, City Clerk; Jeri Williams, Police Chief; Ashley Golden, Development Services Director; Joseph Lillio, Chief Financial Officer; Daniel Rydberg, Interim Utilities Director; Michael Henderson, General Services Manager; Kathleen Mallory, Contract Planner and Jason M. Samonte, Traffic Engineer.

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E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Month of October, 2015 as "Domestic Violence Awareness Month".
DISCUSSION: Eric Sonstegard, Assistant Police Commander, commented on the activities of "Domestic Violence Awareness Month", recognized the efforts Sharon Giles, Police Sergeant and the process to report incidents.

2. SUBJECT: Update by Public Safety Chief on Citywide Efforts in the Southwinds Neighborhood.
DISCUSSION: The Police Chief commented on the efforts of City staff to improve the Southwinds Neighborhood.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Jessica Bryant (homelessness issues); Murray Bryan (various issues); Ed Ellis (Ormond Beach); Celeste Gamino (Colonia neighborhood services); Daniel Mitchell (Sycamore Apartments); Al Velasquez (Wilson center, homelessness & senior apartment issues); Ventura Fernandez (Police issues at Southwinds Neighborhood); Pete Placencia (community boxing activities); George Miller (Multi-Cultural Festival and Fire Station 8); Robert Rexford (Oxnard College Park lights); David Deutsch (community mental illness services); Armando Vazquez (having a certified high school at Café on "A") and Pat Brown (riding horses on Ormond Beach).

G. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Police Chief I-2(a); General Services Manager I-2(c) and Interim Utilities Director I-2(b).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for June 16 and 23, July 7, 14, 21 and 28, and September 1, 2015; and Minutes of the Special Meetings of the Oxnard City Council for July 27 and September 15, 2015. (001)
RECOMMENDATION: Approve.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (047)
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.

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General Services Division

3. SUBJECT: GS13-17-Beck Park Improvements Including Playground Equipment Installation. (051)
RECOMMENDATION: Approve plans and specifications for Project Specification No. GS13-17 and authorize staff to conduct a public bid for installation of new playground equipment at Beck Park located at 600 West Kamala Street; and authorize use of Housing Related Parks (HRP) grant funds approved for this purpose.

Utilities Department

4. SUBJECT: Ratification of Agreement with A & J Oxnard, LLC. (067)
RECOMMENDATION: Ratify the Agreement with A & J Oxnard, LLC (A-7831) in the amount of $16,000 for a temporary construction easement to allow staging for the installation of a temporary connector pipeline to the Calleguas Municipal Water Company Salinity Management Pipeline.

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

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.

Development Services Department

1. SUBJECT: Planning and Zoning Permit Nos. 14-540-01 (Special Use Permit - Planned Development); PZ 14-535-01 (Density Bonus); PZ 14-570-02 (Zone Change); and Mitigated Negative Declaration (MND) 2015-01 for the Construction of a 101-Unit Mixed Income Apartment Project (Coastal Apartment Homes). The Project Site is Located at 2250 E. Pleasant Valley Road (APN 225-0-014-190) and Bounded by Pleasant Valley Road to the north; Etting Road to the south; a Senior Living Project Proposed by the Same Applicant to the east; and the Masonic Cemetery to the west. Filed by Vince Daly of Dansk Investments, 6591 Collins, Ste. E11, Moorpark,California 93021. (075)
RECOMMENDATION: 1) Adopt **Ordinance No. 2895** approving Planning and Zoning Permit No. 14-570-02 (Zone Change) from Community Reserve (CR) to Multiple-Family Residential Planned Development (R-2-PD), subject to certain findings and conditions; 2) Adopt **Resolution No. 14,862** approving Planning and Zoning Permit No. 14-535-01 (Density Bonus), subject to certain findings and conditions; and 3) Adopt **Resolution No. 14,863** upholding the decision of the Planning Commission approving Planning and Zoning Permit No. 14-540-01 (Special Use Permit – Planned Development Permit) and Mitigated Negative Declaration No. 2015-01, subject to certain findings and conditions.
DISCUSSION: The Development Services Director and Contract Planner presented the proposed building including migration impact fees; traffic study; parking; landscape maintenance; public transportation and requested density "bonus" incentives.

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The Interim City Attorney reviewed the request of "bonus" density law, housing law and options of the Council.

Vince Daly, developer, reviewed the proposed development including affordable housing (density bonus request), study of property and market rate rents. Mark Petitt, architect, discussed: landscaping (tree replacement); water "use" (water collection system); widening of Pleasant Valley Road (provide bicycle lane); being a "bike" friendly development and having solar option use.

Public comments were received against the development from: Robert Rexford; Joyce Abajian; Lena Mastre; Sam Hoapili; Margo Harper; Robin Cooksey; Val Polacck; Al Velasquez; Joan Skupien; Larry Stein and Jean Hohilly.

Public comments were received supporting the development from: Frank Naumann; Alan Campbell; Melissa Campbell; Larry Olson; Barbara Macri-Ortiz; Sal Gonzalez; Robert Garcia and Pat Brown.

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

DISCUSSION: The Council discussed: public transportation; parking; water "use"; peak hour "traffic" study; landscaping maintenance requirements; State requirements; community "housing" needs and notification of mobile home park residents.

ACTION: Moved to approve as recommended with change of 12 very low-income rather than 15 low-income units. (Ramirez/Padilla) Ayes: MacDonald, Padilla, Perello and Ramirez. Noes: Flynn.

RECESS

At 10:16 p.m., the City Council recessed and at 10:26 p.m., the City Council reconvened.

L. REPORTS

City Manager Department

1. SUBJECT: Maintenance Assessment District Overview. (183)
RECOMMENDATION: Receive a report on proposed solutions and timelines for maintenance assessment districts.
ACTION: The City Council concurred to continue to future date.

Utilities Department

2. SUBJECT: Proposed Comprehensive Five-Year Utilities Rate Increases. (199)
RECOMMENDATION: Continue to future date.
ACTION: The City Council concurred to continue to future date.

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N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

City Manager Department

1. SUBJECT: Appointments of Councilmembers to Boards and Commissions. (225)
RECOMMENDATION That the Mayor, with the approval of the City Council appoint members from the City Council to the: 1) Fiscal Policy Task Force (appoint Councilmember Perello); and 2) Ventura County Regional Energy Alliance (appoint Mayor Pro Tem Ramirez).
ACTION: Moved to approve as recommended (MacDonald/Ramirez) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

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.

2. SUBJECT: Planning and Zoning Permit No. 14-500-04 (Special Use Permit - Planned Residential Group); PZ 14-580-01 (Zoning Text Amendment); PZ 14-570-02 (Zone Change); and Mitigated Negative Declaration (MND) 2015-01 for the Construction of a 70-Unit Senior Living and Memory Care Facility (Coastal Senior/Assisted Living). The Project Site is Located at 2300 E. Pleasant Valley Road (APN 225-0-014-160) and Bounded by Pleasant Valley Road to the north; Single Family Residential to the east; a Mobile Home Park to the south; and a 101-unit Apartment Project Proposed by the Same Applicant to the west . Filed by Vince Daly of Dansk Investments, 6591 Collins, Ste. E11, Moorpark, California 93021. (129)
RECOMMENDATION: 1) Adopt **Ordinance No. 2895** approving Planning and Zoning Permit No. 14-570-02 (Zone Change) from Community Reserve (CR) to Multiple-Family Residential Planned Development (R-2-PD), subject to certain findings and conditions; 2) Adopt **Ordinance No. 2896** approving Planning and Zoning Permit No. 14-580-01 (Zoning Text Amendment), subject to certain findings and conditions.; and 3) Adopt **Resolution No. 14,864** upholding the decision of the Planning Commission approving Planning and Zoning Permit No. 14-500-04 (Special Use Permit – Planned Residential Group) and Mitigated Negative Declaration No. 2015-01, subject to certain findings and conditions.
DISCUSSION: The Development Services Director and Contract Planner presented the proposed building of senior apartments including parking and landscaping of development.

Vince Daly, developer, reviewed the proposed assisted-living facility development including affordable housing (density bonus request), study of property and projected "market" rents. Gary Barnes reviewed State license requirements and living with family members.

Public comment was received from: Larry Stein.

ACTION: Close the public hearing. (MacDonald/Padilla)

DISCUSSION: The Council discussed: public transportation; parking and the need for this type of housing services.

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

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K. APPOINTMENT ITEMS

M. REPORT OF CITY MANAGER

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The Council commented on: pension "reform" issues (Perello); home inspection program; winter warming shelter (Ramirez, Padilla); possible JPA with military regarding "utility" issues (MacDonald) and Council's payments regarding individual retirement (Flynn).

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Nick Eubank (Fire Department) and Larry Stein (public records requests and questions).

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

R. ADJOURNMENT

At 11:58 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

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MINUTES

OXNARD CITY COUNCIL
Regular Meeting
October 13, 2015

A. ROLL CALL/POSTING OF AGENDA

At 4:36 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; Stephen Fischer, Interim City Attorney; Scott Whitney, Assistant City Manager and Chris Williamson, Principal Planner.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 4:37 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.

At 5:38 p.m., the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 5:39 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. Mayor Flynn presided. Additional staff members present were: Jeri Williams, Police Chief; Joseph Lillio, Chief Financial Officer; Daniel Rydberg, Interim Utilities Director; Todd Housley, Environmental Resources Manager; Michael Henderson, General Services Manager; Kathleen Mallory, Contract Planner; Keith Brooks, Interim Information Systems Manager; Cynthia Daniels, Project Manager and Kymberly Horner, Economic Development Director.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Peggy Rivera (homelessness issue); Al Velasquez (attorney fees regarding NRG plant); Patrick Barrios (use of consultants, Colonia streets/sidewalks) and Martin Jones (cost and use of attorneys regarding the NRG plant site issue) .

G. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Interim Information Systems Manager (I-1(c)) and Contract Planner (I-2) & (I-3).

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H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comment received from: Martin Jones (I-2); Pat Brown (I-2 & I-3) and Larry Stein.

I. INFORMATION/CONSENT AGENDA

City Manager Department

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

2. SUBJECT: Second Reading of **Ordinance No. 2895** Approving Planning and Zoning Permit No. 14-570-02 (Zone Change) on Parcels Located on Pleasant Valley Road and Etting Road. (003)
RECOMMENDATION: Second reading and adoption.*

3. SUBJECT: Second Reading of **Ordinance No. 2896** Approving Planning and Zoning Permit No. 14-580-01 (Zoning Text Amendment). (009)
RECOMMENDATION: Second reading and adoption.*

4. SUBJECT: Planning and Zoning Permit No. 15-300-04 (Final Subdivision Map for Tract No. 5580). Filed by Greg Mendoza, TriPointe Homes, 19520 Jamboree Road, Suite 200, Irvine, California 92612. (015)
RECOMMENDATION: Adopt **Resolution No. 14,865** approving Planning and Zoning Permit No. 15-300-04 (Final Subdivision Map for Tract No. 5580) for the property located on the Northwest Corner of Victoria Avenue and Hemlock Street, (APN: 187-0-060-105 and 187-0-060-095), subject to certain findings and conditions.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (Padilla/ Ramirez) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn. Noes: Flynn I-2 and I-3* and Perello only I-1(c)**

J. PUBLIC HEARINGS

K. APPOINTMENT ITEMS

L. REPORTS

Utilities Department

1. SUBJECT: Proposed Comprehensive Five-Year Utilities Rate Increases. (059)
RECOMMENDATION: 1) Review and provide direction on recommendations including: utility vision and guiding principles statements; utility rate policy; utility capital improvement program (CIP); and utility rate structure; 2) Review and provide direction on implementation of rate increases for the Water, Wastewater, and Environmental Resources Enterprises. The proposed rate increase for Wastewater is 35% for Fiscal Year 2015-16, 10% for Fiscal Year 2016-17, 8%

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for Fiscal Year 2017-18, 8% for Fiscal Year 2018-19, and 8% for Fiscal Year 2019-20. The proposed rate increase for Water is 15% for Fiscal Year 2015-16, 12% for Fiscal Year 2016-17, 8% for Fiscal Year 2017-18, 8% for Fiscal Year 2018-19, and 8% for Fiscal Year 2019-20. The proposed rate increase for Environmental Resources is 6% for Fiscal Year 2015-16, 4% for Fiscal Year 2016-17, 4% for Fiscal Year 2017-18, 4% for Fiscal Year 2018-19, and 3% for Fiscal Year 2019-20; and 3) Authorize staff to proceed with the Proposition 218 public notification process.
DISCUSSION: The City Manager reviewed the next step process to raise "utilities" rates including the 218 process.

The Interim Utilities Director commented on several issues including: beginning the 218 process, projected water revenues, recycled water revenues, water conservation impacts; Utility Ratepayers Advisory Panel; returning to City Council with "penalty water use" options and having an "utility assistance" program.

Robert Saperstein, Brownstein Hyatt Farber Schreck, reviewed 218 process to the City Council, setting the rates and options of the community/Council.

RECESS

At 7:12 p.m., the City Council recessed and at 7:26 p.m., the City Council reconvened.

The Environmental Resources Manager discussed; vehicle use; pick-up of refuse; sorting of recyclables and use of the recycle facility and equipment.

Lewis G. Feldman, bond counsel, commented on having "low" water rates for several years and possible future bond rating by Standard & Poor's.

Alexander Bugbee, (Analyst) Carollo Engineers, reviewed rate structure and different levels of "users".

The Chief Financial Officer outlined Standard & Poor's "bond rate" assessment (water conservation & low rates); meeting debt coverage; utility "rate" policy; need for emergency reserve and proposed increase of reserves.

Public comments received from: Nancy Lindholm; Frank Brommenschencel; Harold Ceja; Al Velasquez; Dan Pinedo; Larry Stein; Ed Ellis; Steve Nash; Aaron Star and Pat Brown.

The City Council commented on: the Utility Ratepayer Advisory Panel; information available to community; State legislation; new "billing" structure; vital "services of water, wastewater and refuse"; having a penalty schedule; having a protest process; costs of maintenance of facilities/ equipment.

ACTION: The City Council provided comments and directions for staff to move forward with the 218 process (Ramirez/Padilla) approved unanimously.

DRAFT

2. SUBJECT: GS11-12-Colonia Park Improvements, GS15-16-Wilson Park Improvements, and GS16-08-Beck Park Improvements. (087)
RECOMMENDATION: Approve plans and specifications for Project Specification No. GS11-12 Colonia Park Improvements, GS15-16 Wilson Park Improvements, and GS16-08-Beck Park Improvements; authorize staff to conduct a public bid for these three projects; and authorize use of Housing Related Parks (HRP) grant funds approved for this purpose.
DISCUSSION: The General Services Manager reviewed the plans for the separate sites.

Public comments were received from: Al Velasquez and Martin Jones.

The Council discussed: location of Wilson Park restroom; cleaning of facilities and cost of building a restroom.

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

M. REPORT OF CITY MANAGER

The City Manager introduced the Police Chief who presented a proclamation recognizing "Community Safety and Anti-Violence Day".

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed: options/role (Ordinance) to develop In-fill property (Flynn); legal brief regarding the proposed NRG power plant site (Ramirez); having a "community events" policy (Ramirez) and Sycamore Apartments update (Perello).

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 11:21 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

DRAFT

MINUTES
OXNARD CITY COUNCIL
Special Meeting
October 14, 2015

A. ROLL CALL/POSTING OF AGENDA

At 5:07 p.m., the special 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; Stephen Fischer, Interim City Attorney; Daniel Rydberg, Interim Utilities Director; Michael Henderson, General Services Manager; Cynthia Daniels, Project Manager and Cyndi Hookstra, Parks and Facilities Management Analyst.

B. PUBLIC COMMENTS

C. REPORTS

Development Services Department

1. SUBJECT: Change Order 121 for Security Paving Co. Inc. for Project Specification No. PW03-19 for Rice Avenue/Santa Clara Avenue Interchange Improvements at Highway 101. (001)
RECOMMENDATION: Approve and authorize the Mayor to execute Change Order No. 121 for Project Specification No. PW03-19 with Security Paving Co., Inc. (A-7228) to increase the amount by $445,321.80 (a total of $35,988,244.33) for the Rice Avenue/Santa Clara Avenue interchange improvements at U.S. Highway 101.
DISCUSSION: The Project Manager reviewed the reason for the change order, moving of the pipeline, legal matters and options.

Public comments were received from: Steve Nash and Pat Brown

The Council discussed the project delay and future street projects.

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

Utilities Department

2. SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract (A-7830) for UD15-32- Sierra Linda Neighborhood Street Resurfacing Project. (025)
RECOMMENDATION: Award contract A-7830 to the lowest responsible and responsive bidder, Granite Construction Company in the amount of $1,907,962.50 for UD15-32-Sierra Linda Neighborhood Street Resurfacing Project, and authorize the purchasing agent to issue and execute the contract upon receipt of final documents.

DRAFT

DISCUSSION: The Interim Utilities Director discussed the schedule of the project and special construction requirements.

The Council questioned: the weather requirements, the project schedule and proper "project" noticing.

At 5:32 p.m., Mayor Flynn left the meeting and Mayor Pro Tem Ramirez presided.

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

3. SUBJECT: Approve a Budget Adjustment in the amount of $400,000 between Wastewater Collection Fund and Wastewater Treatment Fund. (093)
RECOMMENDATION: Approve a Budget Adjustment in the amount of $400,000 between Wastewater Collection Fund account 611-6103-842.82-09 and Wastewater Treatment Fund account 621-6202-842.82-09 in the amount of 400,000.
DISCUSSION: The Interim Utilities Director reviewed a correction to the report.
ACTION: Approved as recommended. (MacDonald/Perello) Ayes: Padilla, Perello, Ramirez and MacDonald. Absent: Flynn.

RECESS

At 5:38 p.m., the City Council recessed and at 5:41 p.m., the City Council reconvened.

At 5:41 p.m., Mayor Flynn returned to the meeting and presided.

General Services Division

4. SUBJECT: Graffiti Action Program update and Amendment to City's Graffiti Ordinance Regarding Graffiti Abatement Cost Recovery from Minors. (097)
RECOMMENDATION: 1) Receive a verbal report on the Tracking Automated and Graffiti Reporting System (TAGRS) Database and the Graffiti Action Program (GAP); and 2) Approve the first reading by title only and subsequent adoption an ordinance adding section 7-93 to Article V of Chapter 7 (Graffiti) of the Oxnard City Code authorizing graffiti abatement cost recovery through the juvenile courts and setting costs and expenses for such recovery.
DISCUSSION: The General Services Manager and Parks and Facilities Management Analyst outlined the proposed new system including fleet tracking, time of work schedule and other accountable of data.

Public comments were received from: Steve Nash; Pat Brown and Nancy Pedersen.

The Council commented on: the collection of restitution; keeping "graffiti" out of the community; graffiti on railroad property; the "graffiti" Ordinance; the current "graffiti" removal program and holding individuals accountable for their actions.

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

DRAFT

D. ADJOURNMENT

At 7:23 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

DRAFT

MINUTES
OXNARD FINANCING AUTHORITY
Regular Meeting
December 9, 2014

A. ROLL CALL/POSTING OF AGENDA

At 6:12 p.m., the regular meeting of the Oxnard Financing Authority convened in the Council Chambers, concurrently with the City Council, Community Development Commission Successor Agency and Housing Authority. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order.

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. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Director; Stephen Fischer, Interim General Counsel and Grace Magistrale Hoffman, Deputy Executive Secretary.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

L. PUBLIC COMMENTS ON REPORTS

M. REPORT OF SECRETARY

1. SUBJECT: 2015 Meeting Schedule for Legislative Bodies. (187)
   RECOMMENDATION: Meet on the following dates during the calendar year 2015: January 13 and 27; February 3, 10 and 24; March 3, 17 and 24; April 7, 14 , 21* and 28; May 5, 12 and 19; June 2, 9, 16* and 23; July 7, 14, 21* and 28; August NO MEETINGS; September 1, 15 and 22; October 6, 13, 20* and 27; November 3, 10 and 17; and December 1, 8, and 15, 2015. * Potential Work Session dates.

DISCUSSION: The Deputy City Manager presented a proposed schedule

Public comment received from: George Miller.

The Commissioners commented on: having scheduled vacation; the number of schedule meetings and having efficient meetings.

ACTION: Moved to approve as recommendation. (MacDonald/Ramirez) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

N. FINANCING AUTHORITY COMMISSION BUSINESS/COMMITTEE REPORTS

O. STUDY SESSION

P. PUBLIC COMMENTS ON STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard Financing Authority for October 21 and 28; November 18; and December 2, 2014. (191)
   RECOMMENDATION: Approve.

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

FINANCING AUTHORITY

At 10:14 p.m. the joint meetings with the City Council, Community Development Commission Successor Agency and Housing Authority concluded.

CITY COUNCIL/COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY/ HOUSING AUTHORITY

At 10:14 p.m. the joint meetings with the City Council, Community Development Commission Successor Agency and Housing Authority concluded.

T. ADJOURNMENT

At 10:14 p.m. the Financing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
December 16, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
January 13, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
January 27, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
February 3, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
February 10, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
February 24, 2015

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

DANIEL MARTINEZ Secretary Designate	TIM FLYNN Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
March 3, 2015

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

DANIEL MARTINEZ Secretary Designate	TIM FLYNN Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
March 17, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
March 24, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
April 7, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
April 14, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
April 21, 2015

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

DANIEL MARTINEZ Secretary Designate	TIM FLYNN Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
April 28, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
May 5, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
May 12, 2015

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

DANIEL MARTINEZ Secretary Designate	TIM FLYNN Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
May 19, 2015

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

DANIEL MARTINEZ Secretary Designate	TIM FLYNN Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
June 2, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
June 9, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
June 16, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
June 23, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
July 7, 2015

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

DANIEL MARTINEZ Secretary Designate	TIM FLYNN Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
July 14, 2015

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

DANIEL MARTINEZ Secretary Designate	TIM FLYNN Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
July 21, 2015

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

DANIEL MARTINEZ Secretary Designate	TIM FLYNN Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
July 28, 2015

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

DANIEL MARTINEZ Secretary Designate	TIM FLYNN Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
September 1, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
September 15, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
September 22, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
October 6, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
October 13, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
October 20, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
October 27, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
November 3, 2015

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Info/Consent AGENDA ITEM NO.: I-2

DATE: November 10, 2015

TO: City Council

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

SUBJECT: **Change to the Inter-Neighborhood Council Organization Bylaws**

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

RECOMMENDATION

That City Council adopt a resolution approving amended bylaws for the Inter-Neighborhood Council Organization to allow the newly elected executive board to take office in December.

BACKGROUND

The Inter-Neighborhood Council Organization (INCO) held a special meeting on October 15, 2015 at which it discussed updating the existing INCO bylaws regarding when new officers assume office. Under the current bylaws the executive board election takes place in November but the new board does not take office until the first meeting in January. The INCO wishes to change this process so that the newly elected executive board takes office at the December meeting and can begin work on agendas and items for the upcoming year without additional delay. The proposed revisions (Attachment #2, page 4) were unanimously approved by vote of the quorum of INCO members in attendance on October 15.

Staff has prepared amendments to the INCO bylaws to accomplish this request. Such bylaw amendments require approval by the City Council. A resolution adopting the bylaw amendment is attached for the City Council's approval.

FINANCIAL IMPACT

There is no fiscal impact at this time.

ATTACHMENTS

Attachment #1 - Resolution adopting INCO bylaw amendment (bylaws are Exhibit 1)
Attachment #2 - 2015 INCO Bylaws (draft/redline version)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING AMENDMENTS TO THE INTER-NEIGHBORHOOD COUNCIL ORGANIZATION BYLAWS CHANGING WHEN THE EXECUTIVE BOARD TAKES OFFICE

WHEREAS, on March 24, 2015 the City Council passed resolution 14,727 updating the Inter-Neighborhood Council Organization (INCO) bylaws and affirming their advisory role to the City Council; and

WHEREAS, the INCO desires to change the date that elected executive board members take office; and

WHEREAS, the City Council wishes to adopt the proposed changes to the INCO bylaws.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves that the amended bylaws of the INCO, attached hereto as Exhibit 1 and incorporated herein by reference, are adopted.

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

ATTACHMENT NO. 1
PAGE 1 OF 12

Exhibit 1
Revised INCO Bylaws

ATTACHMENT NO. 1
PAGE 2 OF 12

oxnard neighborhood councils

INTER-NEIGHBORHOOD COUNCIL ORGANIZATION (INCO) BYLAWS

ARTICLE I
NEIGHBORHOOD COUNCIL PROGRAM

The City Council of the City of Oxnard (the City) established the Neighborhood Council Program (the Program), which is conducted by Neighborhood Councils for individual neighborhoods in the City and by the Inter-Neighborhood Council Organization of the City of Oxnard (the INCO).

ARTICLE II
PURPOSES OF THE INCO

A. Serve as a forum for the exchange of information and experience among participants in the Program.

B. Encourage the formation and maintenance of Neighborhood Councils.

C. Foster cooperation and good will within neighborhoods.

D. Assist Neighborhood Councils to achieve their objectives.

E. Assist Neighborhood Councils to communicate with the City Council and staff.

F. Maintain and develop the Program.

ARTICLE III
POWERS OF THE INCO

A. The INCO shall advise the City Council, its various appointed bodies and City staff on any citywide matter which is of interest and concern to Neighborhood Councils.

B. The INCO shall conduct official business only at meetings called and conducted in accordance with these Bylaws.

C. The INCO may raise funds to support its activities.

D. The INCO shall interpret the Neighborhood Council Bylaws as provided by these Bylaws.

E. The INCO shall deem a Neighborhood Council inactive as provided in these Bylaws.

F. The INCO shall submit recommendations to the City Council and City staff concerning matters of interest to the INCO or Neighborhood Councils.

1. Recommendations adopted by majority vote of the General Membership shall be submitted in writing or presented verbally by the Chair or another member of the Executive Board designated by the Chair. Recommendations submitted in writing shall be directed to City staff assigned to the Program with a copy to the City Manager.

ATTACHMENT NO. 1
PAGE 3 OF 12

2. Recommendations adopted by majority vote of the Executive Board, which require transmittal before a General Membership meeting can be held, may be submitted as provided in Subsection F (1) of this article, accompanied by the written or verbal statement that although such recommendations were approved by the Executive Board, they have not yet been acted on by the General Membership.

3. A recommendation that has not been approved by the General Membership, or the Executive Board, shall accompany such recommendation with the statement that the recommendation is made in such member's individual capacity and not on behalf of the INCO.

G. The INCO may assist in direct action programs, working alone or in cooperation with private or public agencies, to respond to the needs of the City.

ARTICLE IV
ORGANIZATION OF THE INCO

A. GENERAL MEMBERSHIP

1. The General Membership of the INCO consists of the Chair of each active Neighborhood Council.

2. If a Neighborhood Council Chair is absent from an INCO meeting, the Vice-Chair may act for the Chair.

3. If both the Chair and Vice-Chair are absent, another member of the Executive Board or a general member of that Neighborhood Council, designated by the Neighborhood Council Chair, may act for the Chair if, before the meeting begins, the INCO Chair or Executive Secretary is notified verbally or in writing.

4. Only a General Member who is present at a General Membership meeting may vote.

5. General Members or Executive Board Members of Neighborhood Councils not designated in Subdivision (3) of this Section A may attend meetings of the INCO General Membership and may participate as members of the public, but are not General Members or Executive Board Members of the INCO and may not make motions or vote.

B. EXECUTIVE BOARD

1. The Executive Board consists of the positions of Chair, First Vice-Chair, Second Vice Chair, Third Vice-Chair and Fourth Vice-Chair. The Executive Secretary shall be a City employee designated by the City Manager. The Executive Secretary is not a member of the Executive Board or the General Membership and may not vote.

2. Each member of the Executive Board shall also be the Chair of a Neighborhood Council; provided, however, that a member of the Executive Board whose term as Neighborhood Council Chair expires during his or her term as a member of the INCO Executive Board may complete his or her term as a member of the INCO Executive Board.

3. If a member of the Executive Board resigns his or her position as a Neighborhood Council Chair, such resignation constitutes an immediate resignation from the INCO Executive Board.

4. No more than one member of the Executive Board of the same Neighborhood Council (or person who was a member of the Neighborhood Council Executive Board when elected to the INCO Executive Board) may serve on the INCO Executive Board at the same time.

5. Only a member of the Executive Board present at a meeting of the Executive Board may vote on Executive Board issues.

C. ELECTION OF THE EXECUTIVE BOARD

1. The Executive Board shall be elected at the annual election meeting of the General Membership of the INCO, which shall be held in November.

2. At the next to last General Membership meeting, which will ordinarily be in September, before the annual election meeting, the business conducted shall include calling for volunteers to serve on the Nominating Committee, appointment of the Nominating Committee by majority vote of the General Membership and announcement that at the next meeting the Nominating Committee will make nominations for the annual election of the Executive Board.

3. At the last General Membership meeting, before the annual election meeting, which will ordinarily be in October, the business conducted shall include nominations by the Nominating Committee and the consideration of additional nominations from the floor. Nominations will be accepted only of persons who are eligible to hold the office and who are present at the meeting or have notified a member of the Executive Board, or the Executive Secretary, that they will accept nomination.

4. The Executive Secretary shall prepare a notice of the annual election meeting including a statement that Executive Board members will be elected at that meeting. The Executive Secretary shall mail or e-mail this notice in sufficient time that the General Membership receives it at least seven (7) working days prior to said meeting. Failure of any person to receive notice shall not be grounds to cancel the meeting or to invalidate any vote taken at the annual election meeting.

5. At the annual election meeting in November, additional nominations from the floor may be taken. Before the vote is taken, each nominee may make a brief statement concerning his or her candidacy. Each member of the Executive Board shall be elected by majority vote of the General Members attending the meeting.

6. At the annual election meeting, the Executive Secretary shall have prepared a written ballot containing the names of the candidates for office, leaving spaces available for candidates nominated from the floor.

7. The Executive Secretary shall make certain that each person given a ballot is the authorized representative of the Neighborhood Council. If a person other than the Neighborhood Chair is representing a Neighborhood Council, that person shall present the Executive Secretary with a written, signed and dated letter from the Neighborhood Council Chair prior to the meeting being called to order.

ATTACHMENT NO. 1
PAGE 5 OF 12

8. Each Neighborhood Council Chair, or authorized representative, shall be handed a ballot by the Executive Secretary. The ballots will be marked and returned to the Executive Secretary.

9. The Executive Secretary and at least one other person shall, in open session, open and tally the ballots calling out the name of the person the vote is cast for and the name of the person voting and announce the results.

10. In the event of a tie between two candidates for one seat, the INCO Executive Secretary shall first recount the votes. If the result remains the same, additional votes will be taken until a candidate is elected.

11. Any general member of the INCO may challenge the vote tally by submitting a written request to the INCO Executive Secretary to review the ballots before the election meeting is adjourned.

12. The ballots shall be retained in accordance with the retention schedule adopted by the City for similar documents and be made available to any person wishing to review them, in accordance with the Public Records Act.

13. Absentee or proxy voting shall not be permitted.

14. Elected Executive Board members shall take office at the last meeting held before the end of the calendar year and shall continue in office until a new Executive Board takes office at the last meeting held before the end of the next calendar year.

D. TERM OF OFFICE AND RESIGNATIONS

1. Each member of the Executive Board shall serve until a successor is elected; provided, however, that resignations shall take effect earlier if the notice of resignation so states. The term of office shall be one year. If a successor is not elected at the annual election meeting, the term shall continue until a successor is elected. If the member of the Executive Board was elected to fill a position that was vacated after the annual election meeting, the term shall continue until a successor is elected at the next annual election meeting.

2. A member of the Executive Board may resign at any time by notifying the INCO Chair in writing, specifying the effective date of the resignation. Resignation from the Executive Board automatically includes resignation from all appointed positions in the INCO.

3. In the event of the resignation of the Chair, the position shall be filled in accordance with Article IV. E.2a and Article V. C

E. DUTIES

1. The duties of the Chair are to:

   a. Preside over all regular and special meetings of the General Membership and of the Executive Board.
   b. Be an ex-officio member of all standing committees.
   c. Represent the INCO before other agencies and organizations as directed by the General Membership or the Executive Board by motion and vote.

ATTACHMENT NO. 1
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2. **The duties of the First Vice-Chair are to:**
   a. Perform the duties of the Chair in his/her absence or resignation until an election is held pursuant to the provisions of Article V. C.
   b. Account for and keep safe any and all funds of the INCO.
   c. Spend such funds only as authorized by majority vote of the General Membership.
   d. Prepare and present a statement of finances to the General Membership at the first meeting of each calendar year.
   e. Prepare and present a statement of finances to the Executive Board, or to the General Membership, as directed by a majority of the Executive Board or the General Membership.

3. **The duties of the Second Vice-Chair are to:**
   a. Perform the duties of the Chair in the absence of the Chair and First Vice-Chair.
   b. Perform the duties of the First Vice-Chair in his or her absence.

4. **The duties of the Third Vice-Chair are to:**
   a. Perform the duties of the Chair in the absence of the Chair, First Vice-Chair and Second Vice-Chair.
   b. Perform the duties of the First Vice-Chair in the absence of the First Vice-Chair and Second Vice-Chair.
   c. Perform the duties of the Second Vice-Chair in his or her absence.

5. **The duties of the Fourth Vice-Chair are to:**
   a. Perform the duties of the Chair in the absence of the Chair, First Vice-Chair, Second Vice Chair and Third Vice-Chair.
   b. Perform the duties of the First Vice-Chair in the absence of the First Vice-Chair, Second Vice-Chair and Third Vice-Chair.
   c. Perform the duties of the Third Vice-Chair in the absence of the Third Vice-Chair.

6. The duties of the Executive Secretary are to:
   a. Carry on the official correspondence of the INCO.
   b. Prepare and e-mail and/or mail notices of INCO meetings as provided in these Bylaws.
   c. Prepare and distribute an agenda for each meeting of the General Membership and Executive Board.
   d. Keep minutes of all meetings of the General Membership and Executive Board.
   e. Sign the minutes after approved by the General Membership or Executive Board.

7. The duties of the Executive Board are to:
   a. Plan and direct the work of the INCO.
   b. Prepare an agenda for each General Membership and Executive Board meeting.
   c. Represent the INCO before other agencies, organizations, groups or individuals, subject to the direction and review of the General Membership.
   d. Deem a Neighborhood Council inactive, as provided in Article VIII.

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F. COMMITTEES

1. The Executive Board, with the approval of a majority of the General Membership, may appoint standing committees to consider matters likely to be of long term interest to the INCO. The Executive Board, with approval of a majority of the General Membership, may appoint ad hoc committees (other than the Nominating Committee) to consider matters likely to be of short-term interest. The Executive Board, with the approval of a majority of the General Membership, shall dissolve committees that have accomplished their purpose or are no longer desired.

2. Standing and ad hoc committees shall be comprised of three (3) or five (5) members. The committee members shall choose a Chair. When requested, the committee Chair shall advise the Executive Board of activities.

3. Each committee shall present its findings and recommendations to the Executive Board for review. At least once a year, each committee shall present its findings and recommendations, as reviewed and approved by the Executive Board, to the General Membership, which may vote to take action on the recommendations. No committee member shall purport to represent the INCO or present any findings or recommendations of the committee, except as directed by these Bylaws or the General Membership.

ARTICLE V

GENERAL MEMBERSHIP MEETINGS

A. The INCO shall hold at least four (4) General Membership meetings each calendar year, including one meeting designated the annual election meeting, which shall be held in November. The Executive Board may schedule additional General Membership meetings. In addition, the Chair shall schedule a General Membership meeting to be held no later than four (4) weeks after receiving a written request for the meeting signed by at least eleven (11) General Members.

B. The Executive Secretary shall mail or e-mail written notice of a General Membership meeting to all General Members in sufficient time to be received at least seven (7) working days before such meeting. Failure of any General Member to receive such notice shall not be grounds to cancel the meeting or to invalidate any vote taken at the meeting.

C. At any General Membership meeting the General Members, by majority vote, may fill vacancies in Executive Board positions from among General Members nominated from the floor and present at the meeting.

D. A quorum for a General Membership meeting shall be eleven (11) General Members.

E. No matter may be adopted or approved at a General Membership meeting unless approved by majority vote of those members present and eligible to vote.

F. Any General Member may request an item be placed on the agenda for the following General Membership meeting by a majority vote of the General Membership.

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ARTICLE VI
SPECIAL/EMERGENCY MEETINGS

A. Special meetings shall be held in accordance with California Government Code Section 54956 (Ralph M. Brown Act).

B. Emergency meetings shall be held in accordance with California Government Code Section 54956.5 (Ralph M. Brown Act).

ARTICLE VII
EXECUTIVE BOARD MEETINGS

A. Meetings of the Executive Board shall be scheduled at the request of the Chair or a majority of the Executive Board. At least five (5) calendar days before scheduled Executive Board meetings, the Executive Secretary shall mail or e-mail written notice to all members. Failure of any member to receive notice shall not be grounds to cancel the meeting or invalidate any vote taken at the meeting.

B. A quorum for an Executive Board meeting shall be three (3) Executive Board Members.

C. Any Neighborhood Council Chair shall have an item placed on an INCO Executive Board agenda by making such request to the INCO Chair or Executive Secretary at least seven (7) calendar days prior to said meeting.

ARTICLE VIII
RULES OF PROCEDURE

A. OPEN MEETINGS

1. All meetings of the General Membership, the Executive Board, standing and ad hoc committees shall be open to the public. Meetings of the General Membership, the Executive Board and standing committees shall be conducted in accordance with Government Code Section 54950 et seq. (the Ralph M. Brown Act).

2. The current revision of Robert's Rules of Order shall govern the conduct of meetings unless otherwise stated by these Bylaws.

B. RECORDS AVAILABLE FOR INSPECTION

All approved minutes of General Membership and Executive Board meetings and all financial records of the INCO shall be made available for inspection on request of any person.

C. ORDERLY CONDUCT AT MEETINGS

1. While a General Membership or Executive Board meeting is in session, members shall preserve order and decorum, and no member shall, by conversation or otherwise, delay or interrupt the proceedings or the peace of the meeting, nor disturb any other member or refuse to obey the orders of the presiding officer except as otherwise herein provided.

2. A member of the public shall not engage in conduct that disrupts, disturbs or impedes the orderly conduct of a General Membership meeting during any portion of such meeting, including during public comments or comments about items on the agenda. The prohibited conduct may include making loud, threatening, abusive, personal, impertinent or profane remarks that disrupt, disturb or impede the meeting. At the discretion of the presiding officer, a person engaging in such conduct may be ordered to be silent, barred from further communication during that meeting, ejected from the meeting or arrested.

3. A designee of the Chief of Police shall be Ex-Officio Sergeant-At-Arms. The Sergeant-At-Arms shall follow instructions given by the Chair or by a majority of the General Members for the purpose of maintaining order and decorum during INCO meetings.

D. PRESIDING OFFICER

1. The presiding officer shall assume the Chair at the hour appointed for the General Membership meeting or Executive Board meeting and call the meeting to order.

2. The chair shall preserve order and decorum at all meetings, state the questions before the meeting and announce all decisions made.

E. ADDRESSING THE GENERAL MEMBERSHIP/EXECUTIVE BOARD

1. Any person wishing to address a meeting of the General Membership or the Executive Board shall first be recognized by the Chair. The Chair shall not refuse to recognize a person because the person wishes to make a point of order based on the Chair's breach of the Bylaws or other adopted rules of procedure.

2. On being recognized, the person shall address all remarks to the Chair and confine his or her remarks to the matter under consideration. No other person shall enter into the discussion before he or she is recognized by the Chair. A speaker who has been recognized shall not be interrupted unless called to order by the Chair or by majority vote of the General Members present at a General Membership meeting or by a majority vote of the Executive Board members present at an Executive Board meeting. When a speaker is called to order, the speaker shall remain silent until the question of order is determined and shall resume speaking only if directed by the Chair or such majority to proceed.

F. ROLL CALL VOTE

1. On request of any General Member the Executive Secretary shall call the name of each General Member present and record each General Member's vote on any question.

2. Roll call vote shall not be used for elections of the Executive Board members.

G. MINUTES

1. The Executive Secretary shall prepare minutes of the General Membership meetings and Executive Board meetings. The minutes shall include:

   a. Whether a quorum is present and the names of the persons constituting the quorum;
   b. Votes cast in any matter;
   c. Any action taken on items on the agenda;
   d. The Neighborhood Council of any person addressing a meeting or submitting a written comment card:

      (1) A description of the matter on which the person spoke or commented, and whether the person supported or opposed the matter;

      (2) On the request of any General Member or Executive Board Member, made on the record at a meeting, their reasons for supporting, dissenting, or protesting any action taken at the meeting;

      (3) On request of a General Member or Executive Board Member, the Executive Secretary need not include in the minutes the remarks of any person

2. Unless an Executive Board member requests the reading of minutes at an Executive Board meeting, the minutes may be approved without reading.

3. Corrected minutes approved by the INCO General Membership/Executive Board shall be made available to the General Membership for review at the next scheduled INCO meeting.

H. REMOVAL OF EXECUTIVE BOARD MEMBERS

1. At any General Membership meeting under New Business, a General Member may make a motion to request that an election to recall a member of the Executive Board be placed on the agenda at the next General Membership meeting. If a majority of the General Members vote in favor of the request, the Executive Secretary shall schedule the recall election. Said meeting shall be held within sixty (60) working days.

2. At the meeting, proponents of the recall may address the General Membership concerning the reasons to vote for the recall. Opponents of the recall may then address the General Membership concerning the reasons not to vote for the recall. The Chair shall allow each person no more than five (5) minutes to address the issue. Rebuttals shall be allowed by majority vote of the General Membership.

3. The General Membership shall then vote on the recall.

4. If a majority of the General Members present vote in favor of the recall, that Executive Board member shall be deemed recalled. The position shall be filled by majority vote of the General Members from among those nominated from the floor; provided, however, that the person recalled may not be elected to that position for one year from the date of the recall.

I. INTERPRETATION OF BYLAWS

The Chair, with the approval of a majority of the Executive Board, shall interpret these Bylaws on request of a General Member. The General Membership may, by a two-thirds (2/3rds) vote, appeal the interpretation to the City Council. The appeal shall be in writing, directed to the City Clerk, and shall state the reason for the General Membership's disagreement with the interpretation.

J. AMENDMENT OF BYLAWS

1. By majority vote of the General Membership, these Bylaws may be amended.

2. The INCO Chair or Executive Secretary shall request the City Council to approve the amending of these Bylaws. The request shall be in writing, directed to the City Clerk, and shall identify the portion of the Bylaws to be amended and shall include the proposed wording.

3. The City Council shall decide whether the proposed amended Bylaws be approved.

K. ADOPTION OF ADDITIONAL POLICIES AND PROCEDURES

1. These Bylaws are intended only to provide a basic structure for the INCO, not to provide detailed rules of procedure for the conduct of meetings or other business of the INCO. The INCO is authorized and encouraged to adopt, by majority vote of the General Membership, additional written policies and procedures that are consistent with these Bylaws. The

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General Membership, by majority vote, may interpret and amend policies and procedures so adopted.

2. Any issue not addressed, or called into question in the Bylaws shall be governed by Robert's Rules of Order, Current Revision. These Bylaws shall take precedence over Robert's Rules of Order.

ARTICLE IX
DEEMING A NEIGHBORHOOD COUNCIL INACTIVE

A. The Executive Board may deem a Neighborhood Council inactive after finding either that said Council's annual election was not conducted and completed in accordance with the Neighborhood Council Bylaws or that said Council did not conduct at least two (2) General Membership meetings in a calendar year.

B. Residents of an inactive Neighborhood Council are welcome and encouraged to attend INCO General Membership meetings, but those persons shall have no vote at the meetings.

C. Residents of an inactive Neighborhood Council are encouraged to bring to the INCO any matters they would like to be addressed concerning their neighborhood.

D. The INCO Executive Board shall encourage formation of an inactive Neighborhood Council and shall participate in scheduling a meeting for said Neighborhood Council in order to activate said Neighborhood Council.

- END -

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oxnard neighborhood councils

INTER-NEIGHBORHOOD COUNCIL ORGANIZATION (INCO) BYLAWS

ARTICLE I
NEIGHBORHOOD COUNCIL PROGRAM

The City Council of the City of Oxnard (the City) established the Neighborhood Council Program (the Program), which is conducted by Neighborhood Councils for individual neighborhoods in the City and by the Inter-Neighborhood Council Organization of the City of Oxnard (the INCO).

ARTICLE II
PURPOSES OF THE INCO

A. Serve as a forum for the exchange of information and experience among participants in the Program.

B. Encourage the formation and maintenance of Neighborhood Councils.

C. Foster cooperation and good will within neighborhoods.

D. Assist Neighborhood Councils to achieve their objectives.

E. Assist Neighborhood Councils to communicate with the City Council and staff.

F. Maintain and develop the Program.

ARTICLE III
POWERS OF THE INCO

A. The INCO shall advise the City Council, its various appointed bodies and City staff on any citywide matter which is of interest and concern to Neighborhood Councils.

B. The INCO shall conduct official business only at meetings called and conducted in accordance with these Bylaws.

C. The INCO may raise funds to support its activities.

D. The INCO shall interpret the Neighborhood Council Bylaws as provided by these Bylaws.

E. The INCO shall deem a Neighborhood Council inactive as provided in these Bylaws.

F. The INCO shall submit recommendations to the City Council and City staff concerning matters of interest to the INCO or Neighborhood Councils.

1. Recommendations adopted by majority vote of the General Membership shall be submitted in writing or presented verbally by the Chair or another member of the Executive Board designated by the Chair. Recommendations submitted in writing shall be directed to City staff assigned to the Program with a copy to the City Manager.

2. Recommendations adopted by majority vote of the Executive Board, which require transmittal before a General Membership meeting can be held, may be submitted as provided in Subsection F (1) of this article, accompanied by the written or verbal statement that although such recommendations were approved by the Executive Board, they have not yet been acted on by the General Membership.

3. A recommendation that has not been approved by the General Membership, or the Executive Board, shall accompany such recommendation with the statement that the recommendation is made in such member's individual capacity and not on behalf of the INCO.

G. The INCO may assist in direct action programs, working alone or in cooperation with private or public agencies, to respond to the needs of the City.

ARTICLE IV
ORGANIZATION OF THE INCO

A. GENERAL MEMBERSHIP

1. The General Membership of the INCO consists of the Chair of each active Neighborhood Council.

2. If a Neighborhood Council Chair is absent from an INCO meeting, the Vice-Chair may act for the Chair.

3. If both the Chair and Vice-Chair are absent, another member of the Executive Board or a general member of that Neighborhood Council, designated by the Neighborhood Council Chair, may act for the Chair if, before the meeting begins, the INCO Chair or Executive Secretary is notified verbally or in writing.

4. Only a General Member who is present at a General Membership meeting may vote.

5. General Members or Executive Board Members of Neighborhood Councils not designated in Subdivision (3) of this Section A may attend meetings of the INCO General Membership and may participate as members of the public, but are not General Members or Executive Board Members of the INCO and may not make motions or vote.

B. EXECUTIVE BOARD

1. The Executive Board consists of the positions of Chair, First Vice-Chair, Second Vice Chair, Third Vice-Chair and Fourth Vice-Chair. The Executive Secretary shall be a City employee designated by the City Manager. The Executive Secretary is not a member of the Executive Board or the General Membership and may not vote.

2. Each member of the Executive Board shall also be the Chair of a Neighborhood Council; provided, however, that a member of the Executive Board whose term as Neighborhood Council Chair expires during his or her term as a member of the INCO Executive Board may complete his or her term as a member of the INCO Executive Board.

3. If a member of the Executive Board resigns his or her position as a Neighborhood Council Chair, such resignation constitutes an immediate resignation from the INCO Executive Board.

4. No more than one member of the Executive Board of the same Neighborhood Council (or person who was a member of the Neighborhood Council Executive Board when elected to the INCO Executive Board) may serve on the INCO Executive Board at the same time.

5. Only a member of the Executive Board present at a meeting of the Executive Board may vote on Executive Board issues.

C. ELECTION OF THE EXECUTIVE BOARD

1. The Executive Board shall be elected at the annual election meeting of the General Membership of the INCO, which shall be held in November.

2. At the next to last General Membership meeting, which will ordinarily be in September, before the annual election meeting, the business conducted shall include calling for volunteers to serve on the Nominating Committee, appointment of the Nominating Committee by majority vote of the General Membership and announcement that at the next meeting the Nominating Committee will make nominations for the annual election of the Executive Board.

3. At the last General Membership meeting, before the annual election meeting, which will ordinarily be in October, the business conducted shall include nominations by the Nominating Committee and the consideration of additional nominations from the floor. Nominations will be accepted only of persons who are eligible to hold the office and who are present at the meeting or have notified a member of the Executive Board, or the Executive Secretary, that they will accept nomination.

4. The Executive Secretary shall prepare a notice of the annual election meeting including a statement that Executive Board members will be elected at that meeting. The Executive Secretary shall mail or e-mail this notice in sufficient time that the General Membership receives it at least seven (7) working days prior to said meeting. Failure of any person to receive notice shall not be grounds to cancel the meeting or to invalidate any vote taken at the annual election meeting.

5. At the annual election meeting in November, additional nominations from the floor may be taken. Before the vote is taken, each nominee may make a brief statement concerning his or her candidacy. Each member of the Executive Board shall be elected by majority vote of the General Members attending the meeting.

6. At the annual election meeting, the Executive Secretary shall have prepared a written ballot containing the names of the candidates for office, leaving spaces available for candidates nominated from the floor.

7. The Executive Secretary shall make certain that each person given a ballot is the authorized representative of the Neighborhood Council. If a person other than the Neighborhood Chair is representing a Neighborhood Council, that person shall present the Executive Secretary with a written, signed and dated letter from the Neighborhood Council Chair prior to the meeting being called to order.

8. Each Neighborhood Council Chair, or authorized representative, shall be handed a ballot by the Executive Secretary. The ballots will be marked and returned to the Executive Secretary.

9. The Executive Secretary and at least one other person shall, in open session, open and tally the ballots calling out the name of the person the vote is cast for and the name of the person voting and announce the results.

10. In the event of a tie between two candidates for one seat, the INCO Executive Secretary shall first recount the votes. If the result remains the same, additional votes will be taken until a candidate is elected.

11. Any general member of the INCO may challenge the vote tally by submitting a written request to the INCO Executive Secretary to review the ballots before the election meeting is adjourned.

12. The ballots shall be retained in accordance with the retention schedule adopted by the City for similar documents and be made available to any person wishing to review them, in accordance with the Public Records Act.

13. Absentee or proxy voting shall not be permitted.

14. Elected Executive Board members shall take office at the ~~first~~ last meeting held ~~after~~ before the ~~beginning~~ end of the calendar year and shall continue in office until a new Executive Board takes office at the ~~first~~ last meeting held ~~after~~ before the ~~beginning~~ end of the next calendar year.

D. TERM OF OFFICE AND RESIGNATIONS

1. Each member of the Executive Board shall serve until a successor is elected; provided, however, that resignations shall take effect earlier if the notice of resignation so states. The term of office shall be one year. If a successor is not elected at the annual election meeting, the term shall continue until a successor is elected. If the member of the Executive Board was elected to fill a position that was vacated after the annual election meeting, the term shall continue until a successor is elected at the next annual election meeting.

2. A member of the Executive Board may resign at any time by notifying the INCO Chair in writing, specifying the effective date of the resignation. Resignation from the Executive Board automatically includes resignation from all appointed positions in the INCO.

3. In the event of the resignation of the Chair, the position shall be filled in accordance with Article IV. E.2a and Article V. C

E. DUTIES

1. The duties of the Chair are to:

   a. Preside over all regular and special meetings of the General Membership and of the Executive Board.
   b. Be an ex-officio member of all standing committees.
   c. Represent the INCO before other agencies and organizations as directed by the General Membership or the Executive Board by motion and vote.

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2. **The duties of the First Vice-Chair are to:**
   a. Perform the duties of the Chair in his/her absence or resignation until an election is held pursuant to the provisions of Article V. C.
   b. Account for and keep safe any and all funds of the INCO.
   c. Spend such funds only as authorized by majority vote of the General Membership.
   d. Prepare and present a statement of finances to the General Membership at the first meeting of each calendar year.
   e. Prepare and present a statement of finances to the Executive Board, or to the General Membership, as directed by a majority of the Executive Board or the General Membership.

3. **The duties of the Second Vice-Chair are to:**
   b. Perform the duties of the Chair in the absence of the Chair and First Vice-Chair.
   c. Perform the duties of the First Vice-Chair in his or her absence.

4. **The duties of the Third Vice-Chair are to:**
   a. Perform the duties of the Chair in the absence of the Chair, First Vice-Chair and Second Vice-Chair.
   b. Perform the duties of the First Vice-Chair in the absence of the First Vice-Chair and Second Vice-Chair.
   c. Perform the duties of the Second Vice-Chair in his or her absence.

5. **The duties of the Fourth Vice-Chair are to:**
   a. Perform the duties of the Chair in the absence of the Chair, First Vice-Chair, Second Vice Chair and Third Vice-Chair.
   b. Perform the duties of the First Vice-Chair in the absence of the First Vice-Chair, Second Vice-Chair and Third Vice-Chair.
   c. Perform the duties of the Third Vice-Chair in the absence of the Third Vice-Chair.

6. The duties of the Executive Secretary are to:
   a. Carry on the official correspondence of the INCO.
   b. Prepare and e-mail and/or mail notices of INCO meetings as provided in these Bylaws.
   c. Prepare and distribute an agenda for each meeting of the General Membership and Executive Board.
   d. Keep minutes of all meetings of the General Membership and Executive Board.
   e. Sign the minutes after approved by the General Membership or Executive Board.

7. The duties of the Executive Board are to:
   a. Plan and direct the work of the INCO.
   b. Prepare an agenda for each General Membership and Executive Board meeting.
   c. Represent the INCO before other agencies, organizations, groups or individuals, subject to the direction and review of the General Membership.
   d. Deem a Neighborhood Council inactive, as provided in Article VIII.

F. COMMITTEES

1. The Executive Board, with the approval of a majority of the General Membership, may appoint standing committees to consider matters likely to be of long term interest to the INCO. The Executive Board, with approval of a majority of the General Membership, may appoint ad hoc committees (other than the Nominating Committee) to consider matters likely to be of short-term interest. The Executive Board, with the approval of a majority of the General Membership, shall dissolve committees that have accomplished their purpose or are no longer desired.

2. Standing and ad hoc committees shall be comprised of three (3) or five (5) members. The committee members shall choose a Chair. When requested, the committee Chair shall advise the Executive Board of activities.

3. Each committee shall present its findings and recommendations to the Executive Board for review. At least once a year, each committee shall present its findings and recommendations, as reviewed and approved by the Executive Board, to the General Membership, which may vote to take action on the recommendations. No committee member shall purport to represent the INCO or present any findings or recommendations of the committee, except as directed by these Bylaws or the General Membership.

ARTICLE V

GENERAL MEMBERSHIP MEETINGS

A. The INCO shall hold at least four (4) General Membership meetings each calendar year, including one meeting designated the annual election meeting, which shall be held in November. The Executive Board may schedule additional General Membership meetings. In addition, the Chair shall schedule a General Membership meeting to be held no later than four (4) weeks after receiving a written request for the meeting signed by at least eleven (11) General Members.

B. The Executive Secretary shall mail or e-mail written notice of a General Membership meeting to all General Members in sufficient time to be received at least seven (7) working days before such meeting. Failure of any General Member to receive such notice shall not be grounds to cancel the meeting or to invalidate any vote taken at the meeting.

C. At any General Membership meeting the General Members, by majority vote, may fill vacancies in Executive Board positions from among General Members nominated from the floor and present at the meeting.

D. A quorum for a General Membership meeting shall be eleven (11) General Members.

E. No matter may be adopted or approved at a General Membership meeting unless approved by majority vote of those members present and eligible to vote.

F. Any General Member may request an item be placed on the agenda for the following General Membership meeting by a majority vote of the General Membership.

ARTICLE VI
SPECIAL/EMERGENCY MEETINGS

A. Special meetings shall be held in accordance with California Government Code Section 54956 (Ralph M. Brown Act).

B. Emergency meetings shall be held in accordance with California Government Code Section 54956.5 (Ralph M. Brown Act).

ARTICLE VII
EXECUTIVE BOARD MEETINGS

A. Meetings of the Executive Board shall be scheduled at the request of the Chair or a majority of the Executive Board. At least five (5) calendar days before scheduled Executive Board meetings, the Executive Secretary shall mail or e-mail written notice to all members. Failure of any member to receive notice shall not be grounds to cancel the meeting or invalidate any vote taken at the meeting.

B. A quorum for an Executive Board meeting shall be three (3) Executive Board Members.

C. Any Neighborhood Council Chair shall have an item placed on an INCO Executive Board agenda by making such request to the INCO Chair or Executive Secretary at least seven (7) calendar days prior to said meeting.

ARTICLE VIII
RULES OF PROCEDURE

A. OPEN MEETINGS

1. All meetings of the General Membership, the Executive Board, standing and ad hoc committees shall be open to the public. Meetings of the General Membership, the Executive Board and standing committees shall be conducted in accordance with Government Code Section 54950 et seq. (the Ralph M. Brown Act).

2. The current revision of Robert's Rules of Order shall govern the conduct of meetings unless otherwise stated by these Bylaws.

B. RECORDS AVAILABLE FOR INSPECTION

All approved minutes of General Membership and Executive Board meetings and all financial records of the INCO shall be made available for inspection on request of any person.

C. ORDERLY CONDUCT AT MEETINGS

1. While a General Membership or Executive Board meeting is in session, members shall preserve order and decorum, and no member shall, by conversation or otherwise, delay or interrupt the proceedings or the peace of the meeting, nor disturb any other member or refuse to obey the orders of the presiding officer except as otherwise herein provided.

2. A member of the public shall not engage in conduct that disrupts, disturbs or impedes the orderly conduct of a General Membership meeting during any portion of such meeting, including during public comments or comments about items on the agenda. The prohibited conduct may include making loud, threatening, abusive, personal, impertinent or profane remarks that disrupt, disturb or impede the meeting. At the discretion of the presiding officer, a person engaging in such conduct may be ordered to be silent, barred from further communication during that meeting, ejected from the meeting or arrested.

3. A designee of the Chief of Police shall be Ex-Officio Sergeant-At-Arms. The Sergeant-At-Arms shall follow instructions given by the Chair or by a majority of the General Members for the purpose of maintaining order and decorum during INCO meetings.

D. PRESIDING OFFICER

1. The presiding officer shall assume the Chair at the hour appointed for the General Membership meeting or Executive Board meeting and call the meeting to order.

2. The chair shall preserve order and decorum at all meetings, state the questions before the meeting and announce all decisions made.

E. ADDRESSING THE GENERAL MEMBERSHIP/EXECUTIVE BOARD

1. Any person wishing to address a meeting of the General Membership or the Executive Board shall first be recognized by the Chair. The Chair shall not refuse to recognize a person because the person wishes to make a point of order based on the Chair's breach of the Bylaws or other adopted rules of procedure.

2. On being recognized, the person shall address all remarks to the Chair and confine his or her remarks to the matter under consideration. No other person shall enter into the discussion before he or she is recognized by the Chair. A speaker who has been recognized shall not be interrupted unless called to order by the Chair or by majority vote of the General Members present at a General Membership meeting or by a majority vote of the Executive Board members present at an Executive Board meeting. When a speaker is called to order, the speaker shall remain silent until the question of order is determined and shall resume speaking only if directed by the Chair or such majority to proceed.

F. ROLL CALL VOTE

1. On request of any General Member the Executive Secretary shall call the name of each General Member present and record each General Member's vote on any question.

2. Roll call vote shall not be used for elections of the Executive Board members.

G. MINUTES

1. The Executive Secretary shall prepare minutes of the General Membership meetings and Executive Board meetings. The minutes shall include:

   a. Whether a quorum is present and the names of the persons constituting the quorum;
   b. Votes cast in any matter;
   c. Any action taken on items on the agenda;
   d. The Neighborhood Council of any person addressing a meeting or submitting a written comment card:

      (1) A description of the matter on which the person spoke or commented, and whether the person supported or opposed the matter;

      (2) On the request of any General Member or Executive Board Member, made on the record at a meeting, their reasons for supporting, dissenting, or protesting any action taken at the meeting;

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(3) On request of a General Member or Executive Board Member, the Executive Secretary need not include in the minutes the remarks of any person.

2. Unless an Executive Board member requests the reading of minutes at an Executive Board meeting, the minutes may be approved without reading.

3. Corrected minutes approved by the INCO General Membership/Executive Board shall be made available to the General Membership for review at the next scheduled INCO meeting.

H. REMOVAL OF EXECUTIVE BOARD MEMBERS

1. At any General Membership meeting under New Business, a General Member may make a motion to request that an election to recall a member of the Executive Board be placed on the agenda at the next General Membership meeting. If a majority of the General Members vote in favor of the request, the Executive Secretary shall schedule the recall election. Said meeting shall be held within sixty (60) working days.

2. At the meeting, proponents of the recall may address the General Membership concerning the reasons to vote for the recall. Opponents of the recall may then address the General Membership concerning the reasons not to vote for the recall. The Chair shall allow each person no more than five (5) minutes to address the issue. Rebuttals shall be allowed by majority vote of the General Membership.

3. The General Membership shall then vote on the recall.

4. If a majority of the General Members present vote in favor of the recall, that Executive Board member shall be deemed recalled. The position shall be filled by majority vote of the General Members from among those nominated from the floor; provided, however, that the person recalled may not be elected to that position for one year from the date of the recall.

I. INTERPRETATION OF BYLAWS

The Chair, with the approval of a majority of the Executive Board, shall interpret these Bylaws on request of a General Member. The General Membership may, by a two-thirds (2/3rds) vote, appeal the interpretation to the City Council. The appeal shall be in writing, directed to the City Clerk, and shall state the reason for the General Membership's disagreement with the interpretation.

J. AMENDMENT OF BYLAWS

1. By majority vote of the General Membership, these Bylaws may be amended.

2. The INCO Chair or Executive Secretary shall request the City Council to approve the amending of these Bylaws. The request shall be in writing, directed to the City Clerk, and shall identify the portion of the Bylaws to be amended and shall include the proposed wording.

3. The City Council shall decide whether the proposed amended Bylaws be approved.

K. ADOPTION OF ADDITIONAL POLICIES AND PROCEDURES

1. These Bylaws are intended only to provide a basic structure for the INCO, not to provide detailed rules of procedure for the conduct of meetings or other business of the INCO. The INCO is authorized and encouraged to adopt, by majority vote of the General Membership,

additional written policies and procedures that are consistent with these Bylaws. The General Membership, by majority vote, may interpret and amend policies and procedures so adopted.

2. Any issue not addressed, or called into question in the Bylaws shall be governed by Robert's Rules of Order, Current Revision. These Bylaws shall take precedence over Robert's Rules of Order.

ARTICLE IX
DEEMING A NEIGHBORHOOD COUNCIL INACTIVE

A. The Executive Board may deem a Neighborhood Council inactive after finding either that said Council's annual election was not conducted and completed in accordance with the Neighborhood Council Bylaws or that said Council did not conduct at least two (2) General Membership meetings in a calendar year.

B. Residents of an inactive Neighborhood Council are welcome and encouraged to attend INCO General Membership meetings, but those persons shall have no vote at the meetings.

C. Residents of an inactive Neighborhood Council are encouraged to bring to the INCO any matters they would like to be addressed concerning their neighborhood.

D. The INCO Executive Board shall encourage formation of an inactive Neighborhood Council and shall participate in scheduling a meeting for said Neighborhood Council in order to activate said Neighborhood Council.

- END -

ATTACHMENT NO. 2
PAGE 10 OF 10

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Info/Consent AGENDA ITEM NO.: I-3

DATE: November 10, 2015

TO: City Council

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

FROM: Ashley Golden, Director
Development Services Department

SUBJECT: **Special Budget Appropriations Totaling $585,630 for Three Transportation Development Act (TDA) Article 3 Bicycle and Pedestrian Improvement Projects**

CONTACT: Cynthia Daniels, Project Manager
Cynthia.daniels@ci.oxnard.ca.us, 385-7871

RECOMMENDATION

That City Council appropriate funds in the following amounts for three TDA Article 3 bicycle and pedestrian projects.

1. Appropriate $66,630 from the Traffic Safety Fund No. 182 Fund Balance for Ramona, Chavez, and Lemonwood Schools pedestrian improvements new project No. 163103 as the local match.

2 Appropriate $100,000 from the Traffic Safety Fund No. 182 Fund Balance for Cloyne Street bicycle and pedestrian improvements new project No. 163101 as the local match.

3. Appropriate $142,000 from the Air Pollution Buy-down Fee Fund 118 Fund Balance for Vineyard and Esplanade bicycle and pedestrian improvements new project No. 163102 as the local match.

4. Appropriate a total of $277,000 from Transportation Development Act Article 3 Fund No. 214 in the amounts of $60,000 for Ramona, Chavez, and Lemonwood Schools pedestrian improvements; $75,000 for the Cloyne Street bicycle project, and $142,000 for the Vineyard and Esplanade bicycle and pedestrian improvements.

BACKGROUND

In 2010, the Ventura County Transportation Commission (VCTC) awarded the City a competitive TDA grant for $60,000 for pedestrian improvements near the Ramona, Chavez, and Lemonwood Elementary

Schools estimated to cost $126,630. Improvements include design and construction of access ramps, a channelization island, and upgrading existing striping and signs to enhance the safety of pedestrians. The specific locations are Cooper Road and Bonita Avenue adjacent to Ramona School, Colonia Road and Juanita Avenue adjacent to Chavez Elementary School; and San Mateo Place, Carnegie Street, and Ives Avenue adjacent to Lemonwood School. In the City's grant application, the City committed to a greater than 50 percent match equal to $66,630.

In 2013, the VCTC awarded the City a competitive TDA grant for $75,000 for the Cloyne Street bicycle project estimated to cost $175,000. This project is identified in the *City of Oxnard Bicycle and Pedestrian Facilities Master Plan* adopted in 2012. Improvements include design and installation of signs and pavement markings for bicycle boulevards, traffic calming bulbs, bicycle detection for traffic signals at the Pleasant Valley Road and Cypress Road intersection, crosswalks, a pedestrian safety flashing beacon at Bard Road and Justin Way, and widening the sidewalk within Johnson Creek Park to allow bicycles to utilize the sidewalk. The purpose of the improvements is to correct hazardous conditions, enhance the safety of pedestrians and bicycle riders, and increase the motorist's awareness of pedestrians and bicyclists. In the City's grant application, the City committed to a greater than 50 percent match equal to $100,000.

In 2014, the VCTC awarded the City a competitive TDA grant for $142,000 for the pedestrian and bicycle improvements along westbound Vineyard Avenue and northbound Esplanade Drive at an estimated cost of $284,000. The project includes an enhanced sidewalk along Vineyard Avenue and a new sidewalk at Esplanade Drive where there is currently no sidewalk at the corner. The project will add bike lanes on both Esplanade Drive and Vineyard Avenue. The project fills gaps in the existing bicycle and pedestrian network. In the City's grant application, the City committed to a 50 percent match equal to $142,000.

The City is required to expend the TDA funds within three years of award or request a time extension. VCTC has granted time extensions for the project within the vicinity of Ramona, Chavez, and Lemonwood Elementary Schools.

FINANCIAL IMPACT

The three projects total $585,630, of which $277,000 (47.3%) is funded by TDA grants. The remaining funding is from local funding sources. The sources of the matching funds are intended for pedestrian and bicycle projects. Funds in the amount of $166,630 would be appropriated from the Traffic Safety Fund balance to Project Nos. 163101 and No. 163103 as the match to the TDA grants for bicycle and pedestrian improvements. Funds in the amount of $142,000 would be appropriated from the Air Pollution Buy-down Fund balance to Project No. 163102 as the match to the TDA grant for bicycle and pedestrian improvements. Funds in the amount of $277,000 would be appropriated to the projects from Transportation Development Act Article 3 funds.

ATTACHMENTS

Attachment #1 - Special Budget Appropriations

REQUEST FOR BUDGET APPROPRIATION - FY15-16

Department: Development Services **Date:** November 10, 2015

Project/Program Manager: Cynthia Daniels **Phone:** 385-7871

Reason for Appropriation:

To appropriate TDA Article 3 funding and local match Traffic Safety funds and allocate budget for new project No. 163103 Pedestrian Improvements Various Locations near 3 schools: Ramona, Chavez, and Lemonwood Elementary Schools.

Accounts and Descriptions		AMOUNT
Fund: 182 - TRAFFIC SAFETY FUND		
Expenditures/Transfers Out		
3 Schools Pedestrian Impr. (Project 163103)		
182-3125-826.82-01	Services-Arch/Eng	
182-3125-826.82-08	Services-Construction	
182-3125-826.84-51	Services From Other Prog	13,577
182-3125-826.86-04	Improvements Not Bldg-New	53,053
182-3125-826.88-02	Contingencies	0
	Sub-total Expenditures	66,630
	Net Change to Fund Balance	**(66,630)**
Fund: 214 - TDA/LTF3-BI/PED FND-99234		
Expenditures/Transfers Out		
3 Schools Pedestrian Impr. (Project 163103)		
214-3125-826.82-01	Services-Arch/Eng	0
214-3125-826.82-08	Services-Construction	0
214-3125-826.84-51	Services From Other Prog	12,953
214-3125-826.86-04	Improvement Not Bldg-new	47,047
	Sub-total Expenditures	60,000
	Net Change to Fund Balance	**(60,000)**
	Net Appropriation Change	**126,630**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

ATTACHMENT 1

PAGE 1 OF 3

BA DOC.# (Finance) _____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

REQUEST FOR BUDGET APPROPRIATION - FY15-16

Department: Development Services **Date:** November 10, 2015

Project/Program Manager: Cynthia Daniels **Phone:** 385-7871

Reason for Appropriation:

To appropriate TDA Article 3 funding and local match Traffic Safety funds and allocate budget for new project No. 163101 Cloyne Street Bicycle and Pedestrian Improvements Project.

Accounts and Descriptions		AMOUNT
Fund: 182 - TRAFFIC SAFETY FUND		
Expenditures/Transfers Out		
Cloyne Street Bicycle & Pedestrian Improvements (Project 163101)		
182-3125-826.82-01	Services-Arch/Eng	6,492
182-3125-826.82-08	Services-Construction	9,128
182-3125-826.84-51	Services From Other Prog	12,820
182-3125-826.86-04	Improvements Not Bldg-New	66,600
182-3125-826.88-02	Contingencies	4,960
	Sub-total Expenditures	100,000
	Net Change to Fund Balance	**(100,000)**
Fund: 214 - TDA/LTF3-BI/PED FND-99234		
Expenditures/Transfers Out		
Cloyne Street Bicycle & Pedestrian Improvements (Project 163101)		
214-3125-826.82-01	Services-Arch/Eng	6,491
214-3125-826.82-08	Services-Construction	1,909
214-3125-826.84-51	Services From Other Prog	0
214-3125-826.86-04	Improvement Not Bldg-new	66,600
214-3125-826.88-02	Contingencies	0
	Sub-total Expenditures	75,000
	Net Change to Fund Balance	**(75,000)**
	Net Appropriation Change	**175,000**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

ATTACHMENT 1
PAGE 2 OF 3

BA DOC.# (Finance) _____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

REQUEST FOR BUDGET APPROPRIATION - FY15-16

Department: Development Services **Date:** November 10, 2015
Project/Program Manager: Cynthia Daniels **Phone:** 385-7871

Reason for Appropriation:

To appropriate TDA Article 3 funding and local match Air Pollution Buydown funds and allocate budget for new project No. 163102 Vineyard/Esplanade Bicycle and Pedestrian Improvements.

Accounts and Descriptions		AMOUNT
Fund: 118 - AIR POLLUTION BUYDOWN FEE		
Expenditures/Transfers Out		
Vineyard/Esplanade Bicycle & Pedestrian Impr. (Project 163102)		
118-3125-826.82-01	Services-Arch/Eng	9,265
118-3125-826.82-08	Services-Construction	0
118-3125-826.84-51	Services From Other Prog	11,580
118-3125-826.86-04	Improvements Not Bldg-New	119,531
118-3125-826.88-02	Contingencies	1,624
	Sub-total Expenditures	142,000
	Net Change to Fund Balance	**(142,000)**
Fund: 214 - TDA/LTF3-BI/PED FND-99234		
Expenditures/Transfers Out		
Vineyard/Esplanade Bicycle & Pedestrian Impr. (Project 163102)		
214-3125-826.82-01	Services-Arch/Eng	10,889
214-3125-826.82-08	Services-Construction	0
214-3125-826.84-51	Services From Other Prog	11,580
214-3125-826.86-04	Improvement Not Bldg-new	119,531
214-3125-826.88-02	Contingencies	0
	Sub-total Expenditures	142,000
	Net Change to Fund Balance	**(142,000)**
	Net Appropriation Change	**284,000**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

ATTACHMENT 1
PAGE 3 OF 3

BA DOC.# (Finance)_____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Info/Consent AGENDA ITEM NO.: I-4

DATE: November 10, 2015

TO: City Council

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

FROM: Joséph Lillio, Chief Financial Officer
Finance Department

SUBJECT: Budget Appropriation – Various Community Facilities Districts

CONTACT: Rena Bassett, Financial Analyst 1
Rena.bassett@ci.oxnard.ca.us, 805-385-7472

RECOMMENDATION

That City Council approve budget appropriations totaling $831,962 for Community Facilities Districts (CFDs) No. 2 (Westport), No. 4 (Seabridge) and No. 5 (RiverPark) to reflect the actual special tax levy being collected from the Ventura County Secured Tax Roll in FY 2015-16.

BACKGROUND

On June 23, 2015, City Council approved Resolution No. 14,843, Resolution No. 14,845 and Resolution No. 14,841 setting special tax rates within CFD No. 2, CFD No. 4 and CFD No. 5 respectively. In conjunction with approval of these resolutions, City Council approved the tax levies and related expenditure items for CFDs 2, 4 and 5. See attachments No. 2, 3 and 4.

A budget adjustment is necessary to appropriate the accurate revenue and expenditure amounts relating to the special tax levy for FY 2015-16. The FY 2015-16 adopted budget was based upon Management Partners' budget model and not the actual Council-approved CFD levy, which was finalized in June.

Community Facilities District	FY 2015-16 Adopted Budget	FY 2015-16 Projected Budget	FY 2015-16 Budget Adjustment
CFD No. 2 - Westport at Mandalay Bay			
Revenues	$ 430,943.00	$ 452,464.00	$ 21,521.00
Expenditures	$ 441,647.00	$ 679,989.00	$ 238,342.00
CFD No. 4 - Seabridge			
Revenues	$ 1,178,633.00	$ 1,180,532.00	$ 1,899.00
Expenditures	$ 1,394,383.00	$ 1,563,234.00	$ 168,851.00
CFD No. 5 - Riverpark			
Revenues	$ 4,420,981.00	$ 5,007,858.00	$ 586,877.00
Expenditures	$ 4,450,308.00	$ 5,007,678.00	$ 557,370.00

* In FY 2015-16 special tax levy revenue for CFD No. 4 was reduced due to a special tax levy credit.

A budget adjustment for the referenced expenditure accounts for CFD No, 2, CFD No. 4 and CFD No. 5 is essential due to the following increases:

- CFD No. 2 – Additional funding requested for maintenance and replacement of storm drain filters.
- CFD No. 4 – Increased costs from the County Harbor Patrol provision to add police overtime for enhanced patrols on holidays and peak season weekends and capital replacement needs related to landscape/park maintenance, including replacement of lighting fixtures, playground equipment and landscape materials.
- CFD No. 5 – Funding needed for the operation of a police storefront in the Collection and additional patrols in the RiverPark area and the need to maintain additional landscape and park areas accepted by the City from the developer and the need to provide for maintenance and replacement of storm drain filters.

FINANCIAL IMPACT

There will be no cost to the City's General Fund from approval of the attached budget appropriation. All maintenance, service and administrative costs are included in the amount to be collected by the special taxes, which are levied on properties located in CFD No. 2, CFD No. 4 and CFD No. 5.

ATTACHMENTS

Attachment #1 – Budget Adjustment
Attachment #2 – CFDs 1&2 Agenda Report to City Council (06/23/2015)
Attachment #3 – CFDs 3&4 Agenda Report to City Council (06/23/2015)
Attachment #4 – CFD 5 Agenda Report to City Council (06/23/2015)

REQUEST FOR BUDGET APPROPRIATION

Department: Finance **Date:** November 2, 2015
Project/Program Manager: Mike More **Phone:** (805) 385-7480

Reason for Appropriation:
To adjust special assessment tax revenue for CFD No. 2, CFD No. 4 and CFD No. 5

Accounts and Descriptions		AMOUNT
Fund: CFD #2-Westport Maint. FD (175)		
Revenues/Transfers In		
Assessment District (1901)		
175-1901-591-7561	SPEC. ASSESSMENT REVENUES	21,521
	Sub-total Revenues	21,521
Expenditures/Transfers Out		
Community Patrol (2101)		
175-2101-802-8209	SVCS-OTHER PROF/CONTRACT	10,479
Inland Waterways (3108)		
175-3108-803-8209	SVCS-OTHER PROF/CONTRACT	165,882
Street Landscaping (5702)		
175-5702-805-8209	SVCS-OTHER PROF/CONTRACT	3,706
Storm Water Quality MGT (1602)		
175-6102-804-8451	SERVICES FROM OTHER PROG	58,275
	Sub-total Expenditures	238,342
	Net Change to Fund Balance	**(216,821)**
Fund: CFD #4-Seabridge Maint. FD (173)		
Revenues/Transfers In		
Assessment District (1901)		
173-1901-591-7551	SPEC. ASSESSMENT REVENUES	(1,899)
	Sub-total Revenues	(1,899)
Expenditures/Transfers Out		
Criminal Invest/Analysis (2102)		
173-2102-802-8209	SVCS-OTHER PROF/CONTRACT	165,335
173-2102-802-8003	OVERTIME	(24,412)
173-2102-802-8305	MAINTENANCE SERV-OTHER	(3,471)
Inland Waterways (3108)		
173-3108-803-8209	SVCS-OTHER PROF/CONTRACT	(92,976)
Street Landscaping (5702)		
173-5702-805-8104	SUPPLIES-SHOP & FIELD	40,988
STORM WATER FLOOD CONTROL (6107)		
173-6107-804-8451	SVCS FROM OTHER PROG	81,488
	Sub-total Expenditures	166,952
	Net Change to Fund Balance	**(168,851)**

ATTACHMENT NO. 1
PAGE 1 OF 2

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

Fund: CFD #5-Riverpark Maint. FD (174)

Revenues/Transfers In		
Assessment District (1901)		
174-1901-591-7561	SPEC. ASSESSMENT REVENUES	586,877
	Sub-total Revenues	586,877
Expenditures/Transfers Out		
Assesment District (1901)		
174-1901-805-8209	SVCS-OTHER PROF/CONTRACT	13,282
174-1901-805-8451	SVCS FROM OTHER PROG	527
Community Patrol (2101)		
174-2101-806-8606	MACHINERY & EQUPT. - NEW	92,207
Fire Station #6 -Riverpark (2216)		
174-2216-808-8701	TRANSFER TO GENERAL FUND	(149,475)
Street Landscaping (5702)		
174-5702-805-8002	DIRECT LABOR-TEMPORARY	458,530
174-5702-805-8209	SVCS-OTHER PROF/CONTRACT	92,299
STORM WATER FLOOD CONTROL (6107)		
174-6107-804-8451	SVCS FROM OTHER PROG	50,000
	Sub-total Expenditures	557,370
	Net Change to Fund Balance	**29,507**
	Net Appropriation Change	**962,664**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

ATTACHMENT NO. 1
PAGE 2 OF 2

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

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 06/23/2015

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

Prepared By: Michael More, Financial Services Manager MM Agenda Item No. L-4

Reviewed By: City Manager JM City Attorney SDB Finance DM Other *(Specify)*

DATE: May 1, 2014

TO: City Council

FROM: Dave Millican, Interim Chief Financial Officer
Finance Department

SUBJECT: **Special Tax Levy for Community Facilities Districts No. 1 and No. 2 (Westport at Mandalay Bay)**

RECOMMENDATION

That City Council acting as the legislative body of Community Facilities District (CFD) No. 1 and of Community Facilities District (CFD) No. 2:

1. Adopt a resolution setting a special tax rate within CFD No. 1 (Westport at Mandalay Bay) for FY 2015-2016.

2. Adopt a resolution setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for FY 2015-2016.

DISCUSSION

CFD No. 1 Special Tax

On October 3, 2000, City Council adopted Resolution No. 11,823 (the "CFD No. 1 Resolution of Formation") establishing CFD No. 1. On October 24, 2000, City Council adopted Ordinance No. 2541 which was amended by Ordinance No. 2591 adopted on February 5, 2002, to levy a special tax sufficient to pay principal, interest, other periodic costs and administrative expenses with respect to the bonds of CFD No. 1. In each fiscal year thereafter, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year. Resolution No. 12,082 established a Revised Rate and Method for CFD No. 1. The total amount of special taxes for CFD No. 1 for FY 2015-2016 is $613,985.

CFD No. 2 Special Tax

On October 3, 2000, City Council adopted Resolution No. 11,825 (the "CFD No. 2 Resolution of Formation") establishing CFD No. 2. On October 24, 2000, City Council adopted Ordinance No. 2542,

which was amended by Ordinance No. 2592 adopted on February 5, 2002, to levy a special tax sufficient to pay costs of the services and incidental expenses relating to the maintenance of CFD No. 2. In each fiscal year thereafter, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year. Resolution No. 12,082 established a Revised Rate and Method for CFD No. 2. The total amount of special taxes for CFD No. 2 for FY 2015-2016 is $429,989.

The following represents a breakdown of the tax levy for the most recent and upcoming fiscal years:

Description	Actual Levy FY 14-15	Projected Levy FY 15-16
Administration	$ 4,795	$ 4,858
Channel Maintenance	30,600	30,600
Channel Repairs	0	165,250
Landscape/Park Maintenance	214,940	239,314
Harbor Patrol	178,131	181,692
Storm Drain Maintenance	15,130	58,275
Less: Tax Levy Credit	0	(250,000)
Total	$ 443,596	$ 429,989

The maximum allowable tax for CFD No. 2 for FY 2015-16 is $581,413. The Projected Levy for FY 15-16 of $429,991 represents a 3.0% decrease from the taxes levied in Fiscal Year 2014-15, after taking into account a credit of $250,000, reducing the Fund Balance to an estimated $1,360,000. Staff is in the process of conducting a reserve fund study to determine an appropriate amount to retain for future repairs.

FINANCIAL IMPACT

There will be no cost to the City's General Fund from approval of the resolutions levying the special taxes for CFD No. 1 and CFD No. 2 for FY 2015-2016. Debt service costs and all administrative costs are included in the amount to be collected by the special taxes, which are levied against properties located in CFD No. 1 and CFD No. 2.

MJM

Attachment # 1 - Resolution levying the special tax for CFD No. 1 for FY 2015-2016 (Westport at Mandalay Bay)
Attachment # 2 - Resolution levying the special tax for CFD No. 2 for FY 2015-2016 (Westport at Mandalay Bay)

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1 (WESTPORT AT MANDALAY BAY) OF THE CITY OF OXNARD AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 1 (WESTPORT AT MANDALAY BAY) FOR THE FISCAL YEAR 2015-2016

WHEREAS, the City Council of the City of Oxnard (the "City") previously established Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard ("CFD No. 1") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the "Act"); and

WHEREAS, the City Council of the City, acting as the legislative body of CFD No. 1, is authorized pursuant to Resolution No. 11,823 (the "Resolution of Formation") and Resolution No. 12,082, establishing a Revised Rate and Method as described in Resolution No. 12,082, and Ordinance No. 2541 adopted by the City Council on October 24, 2000, as amended by Ordinance No. 2591 adopted on February 5, 2002 (the "Ordinance"), to levy a special tax sufficient to pay certain costs of the Services and Incidental Expenses (as defined in the Resolution of Formation); and

WHEREAS, it is now necessary and appropriate that this City Council levy and collect the special taxes for the Fiscal Year 2015-2016 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the assessments are in conformance with Proposition 218; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1 (WESTPORT AT MANDALAY BAY), DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. The special tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

SECTION 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2015-2016 at the special tax rates set forth in the report prepared by NBS Government Finance Group for CFD No. 1 entitled "City of Oxnard Community Facilities District No. 1 (Westport at Mandalay Bay) Fiscal Year 2015-2016 Levy" (the "Report"), attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief

Financial Officer of the City, or his or her designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

SECTION 4. All of the collections of the special tax shall be used only as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in the Resolution of Formation.

SECTION 5. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes except as such procedure may be modified by law and by this City Council.

SECTION 6. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2015-2016, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

APPROVED AND ADOPTED on this ____ day of _____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn
Mayor of the City Council of the City of Oxnard, acting on behalf of Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

for
_____
Stephen Fischer, Interim City Attorney

ATTACHMENT NO. 2
PAGE 5 OF 24

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
188-0-170-015	SO HENRY H	$3,957.40
188-0-170-025	TUGADE ISABELO A & NENITA B	3,957.40
188-0-170-035	LEDONNE ROSE MARIE & CONTE CHRIS M	3,957.40
188-0-170-045	ELLIS LAWRENCE D	3,957.40
188-0-170-055	ALVES KASIDY W & FELICIA TR	3,957.40
188-0-170-065	TRAN RANDY & HELEN & TRAN MY A	3,957.40
188-0-170-075	KANN DANIEL & DANA	3,957.40
188-0-170-085	KEHR JAMES J	3,957.40
188-0-170-095	DONOVAN MARK S & DEEANNA TR	3,957.40
188-0-170-105	FOGELMAN JEFFREY C & DEBORAH J	3,957.40
188-0-170-115	SCHULMAN JOSEPH H & BARBARA TR	3,957.40
188-0-170-125	LI J & N TR	3,957.40
188-0-170-135	NGUYEN KHOI D TR & TRAN SUSAN H TR	3,957.40
188-0-170-145	PANZERA WILLIAM J TRUST	3,957.40
188-0-170-225	KELLER WERNER E & AUDREY M TR	3,753.26
188-0-170-235	MERCADANTE TR	3,753.26
188-0-170-245	SETTANI DAVID TR	3,753.26
188-0-170-295	STEUR PETER & PATRICIA B	1,837.20
188-0-170-305	FAHEY JOHN W & CYNTHIA D	1,837.20
188-0-170-315	PRITIKIN CARY & KAREN R	1,837.20
188-0-170-325	MANION LAWRENCE & LEONOR TR	1,837.20
188-0-170-335	RACINE SCOTT & WENDY	1,837.20
188-0-170-345	MENDOZA FERNANDO	1,837.20
188-0-170-355	EICHLER FRANK L & LAMORE DOLORES B	1,837.20
188-0-170-365	IWAUAJOKU JOSEPH & FUSSELL S TR	1,837.20
188-0-170-375	SHELBURNE BRUCE & KATHY	1,837.20
188-0-170-385	SHERLOCK MINOR TR	1,837.20
188-0-170-395	LEE MARK & LEANN	1,837.20
188-0-170-405	VIELLIEU BENJAMIN L & SHARON K	1,837.20
188-0-170-415	MITSUYASU RONALD & SHARON TR	1,837.20
188-0-180-015	TRUONG RICHARD & MONA FAM TR	3,753.26
188-0-180-025	KAFROUNI GEORGE & DENISE P TR	2,950.64
188-0-180-035	GONTMAHER KONSTANTIN & VERA	2,950.64
188-0-180-045	CLEMEN DENISE E	2,950.64
188-0-180-055	GOODMAN SHEPARD G & RONNI J	2,950.64
188-0-180-065	TUSINSKI WALTER J & MARCIA TR	2,950.64
188-0-180-075	PARMENTER JOHN P & WENDY I	2,950.64
188-0-180-085	HESS JOHN A & BENJAMIN S L TR	2,950.64
188-0-180-095	HOUPT WILLIAM P & DIANE D	2,950.64
188-0-180-105	GOODMAN SHEPARD G & RONNI J TR	2,950.64
188-0-180-115	LESHAY FAMILY TR	2,950.64
188-0-180-125	HOLZHAUER ALLEN G & MARY L	3,957.40
188-0-180-135	AVERSANO JOHN & VICTORIA	3,957.40
188-0-180-145	PILLONS ANDRE L & DEBRA S TR	3,957.40
188-0-180-155	GONTMAHER KONSTANTIN & VERA	3,753.26
188-0-180-165	GILLIN PHILIP H & JOYCE S TR	2,950.64
188-0-180-175	SHOAR MICHAEL M & KHATAMI HOORA	2,950.64
188-0-180-185	GANNER ALLEN D & MARGARET TR	2,950.64

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
188-0-180-195	MCKINNEY JOHN T & JANE M TR	2,950.64
188-0-180-315	DEFNET PROPERTIES LLC	1,837.20
188-0-180-325	NEWCOMER MICHAEL & MELISSA	1,837.20
188-0-180-335	AREVALO RAQUEL	1,837.20
188-0-180-345	RIGONAN LARRY M	1,837.20
188-0-180-355	BOGEN MICHAEL & PAMELA	1,837.20
188-0-180-365	TRANG TUNG & WANG INGRID TR	1,837.20
188-0-180-375	COMIA TR	1,837.20
188-0-180-385	PATTERSON RALPH A & NANCY R	1,837.20
188-0-180-395	TERRELL DELBERT M & KELLY L	1,837.20
188-0-180-405	STERN ARKADY	1,837.20
188-0-180-415	FITCH PATSY A	1,837.20
188-0-180-425	CLOW PATRICIA & RECKLEY STEVEN R	1,837.20
188-0-180-435	POLICARPIO ANDREW F & ADMIRAL TR	1,837.20
188-0-180-445	CAMARGO CARLOS & TRACY	1,837.20
188-0-180-455	STEIN MARC & SYLVIA T	1,837.20
188-0-180-465	SUKAY JEFFREY D & VANESSA TR	1,837.20
188-0-180-475	NORMAN ALEX J & MARGARET L TR	1,837.20
188-0-180-485	CHACON DRUANA	1,837.20
188-0-180-495	MINYARD KEN & JACQUELINE C TR	1,837.20
188-0-180-505	MARTINEZ ALBERTO SR & CHRISTY	1,837.20
188-0-180-515	DAVID DENISE M	1,837.20
188-0-191-015	MEEROVITSCH RAFAIL TR	3,957.40
188-0-191-025	MEEROVITSCH RAFAIL TR	3,753.26
188-0-191-035	YI CHAE P	3,753.26
188-0-191-045	LEE DAVID J & JAN M TR	3,753.26
188-0-191-065	KEVIN NEWBURG TR	3,753.26
188-0-191-085	CLAUSEN TRUST	3,753.26
188-0-191-095	ENGLE DANIEL R & PAQUITA I	3,753.26
188-0-191-105	WILSON GRAHAM R & JUNE R TR	3,753.26
188-0-191-115	EXLON ENTERPRISE TR & ANGELES ENTERPRI	3,753.26
188-0-191-125	FEINSTEIN JAMES R & GAYLE M TR	3,753.26
188-0-191-135	NGUYEN NO VAN & TRUONG HOA THI	3,753.26
188-0-191-145	MARTIN JASON & MONICA TR ET AL	3,957.40
188-0-191-155	WILK JAMES J & BARBARA A TR	3,957.40
188-0-191-165	FEINSTEIN JAMES R & GAYLE M	3,753.26
188-0-191-175	WAZANA YOEL & OFELIA	3,753.26
188-0-191-185	SANDNES RICHARD TR & SANDNESS MARIAN T	3,753.26
188-0-191-195	GIBRALTER INVESTORS LLC	3,957.40
188-0-191-205	HUEBNER GLENN & JANET	3,957.40
188-0-191-215	SANGSTER BRANT & PRIDIE JOY	3,753.26
188-0-191-225	SAIN VIJAY	3,753.26
188-0-191-235	NEFTIN SAMUEL	3,753.26
188-0-191-245	LAVENDER ENTERPRISES TR & LEONID SHNEY	3,753.26
188-0-191-255	COPE KRYSTAL C & COPE KELLEY N	3,753.26
188-0-191-265	CONNELL DAVID M & ELIZABETH TR	3,753.26
188-0-191-275	NICHOLS DAVID E & REBECCA L TR	3,753.26
188-0-191-295	SHAO LISHENG & CHEN QING	3,753.26

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
188-0-191-305	JONES INCOME TR	3,753.26
188-0-191-325	EPIX MGMT LLC	3,957.40
188-0-192-015	POPOGO USA CORP	3,957.40
188-0-192-025	LURIE ROBERT H & DEBORAH J	2,950.64
188-0-192-035	VASINDA JOHN & MARY	2,950.64
188-0-192-045	SHERMAN ARTHUR D & JENNIFER TR	2,950.64
188-0-192-055	ALLEN PAUL M & CATHERINE B	2,950.64
188-0-192-065	SEA COVE HOME LLC	2,950.64
188-0-192-075	LILLY TERRY D & MARYANN TR	2,950.64
188-0-192-085	JUNKER DENNIS L & MARJORIE TR	2,950.64
188-0-192-095	NEWTON SCOTT D & SUSAN C TR	2,950.64
188-0-192-105	GRASSI FERNANDO J & KAREN TR	2,950.64
188-0-192-115	WATKINS CRAIG S & ADRIENNE C	2,950.64
188-0-192-125	HILL GREGORY	2,950.64
188-0-192-135	SINGER DON & RETA TR	2,950.64
188-0-192-145	PECK SAMUEL & SUSAN C	2,950.64
188-0-192-155	MARCHBANKS ANGELA T TR	2,950.64
188-0-192-165	NGUYEN NGOC V & TRAN J TR	3,753.26
188-0-192-175	DEWITT LAWRENCE J & JANET R TR	3,753.26
188-0-192-185	TONIN BRUNO JR EXEM TR ET AL	2,950.64
188-0-192-195	CHEN PETER & LING H T TR	2,950.64
188-0-192-205	WAZANA YOEL & OFELIA	3,957.40
188-0-192-215	J & L GEMS INC	3,753.26
188-0-192-225	GREEN RICHARD M & HELEN B TR	3,753.26
188-0-192-235	MORRIS MARC TR	3,753.26
188-0-192-245	HANSEN NEVILLE SURV TR	3,753.26
188-0-192-255	MILLER MARGRET ANN TRUST	3,753.26
188-0-192-265	RUDIN BARRY C & DRORIT TR	3,753.26
188-0-200-025	GREENBERG EARLE L & PAMELA TR	1,336.14
188-0-200-035	MCKINNEY JOHN T & JANE M TR	1,336.14
188-0-200-045	AGUAYO LOUIE E & ILLONA B	1,336.14
188-0-200-055	SHERWYN ANNA TR ET AL	1,336.14
188-0-200-065	FERNANDEZ MARGARITA L	1,336.14
188-0-200-075	SHARIATMADARI FARZIN	1,336.14
188-0-200-085	TRAUB DANIEL L & SYLVIE	1,336.14
188-0-200-095	JAGO BRIAN P & JANICE M	1,336.14
188-0-200-105	HILL STEPHEN J & SUSAN M	1,336.14
188-0-200-115	DEFNET PROPERTIES LLC	1,336.14
188-0-200-125	DEFNET PROPERTIES LLC	1,336.14
188-0-200-135	GATES GERALD A TRUST	1,336.14
188-0-200-145	WU CHENG CHIN & SHU YI W	1,336.14
188-0-200-155	MERAMBLE JON D & CAROLYN M	1,336.14
188-0-200-165	KIMBALL RICHARD D & MADIGAN-KIMBALL PATI	1,336.14
188-0-200-175	GIRARD GARY S TRUST & FIGUEROA-GIRARD C	1,336.14
188-0-200-185	PRYOR JEFFREY & BAN	1,336.14
188-0-200-195	DEFNET PROPERTIES LLC	1,336.14
188-0-200-205	KIM MARY B	1,336.14
188-0-200-215	OROURKE CHRIS J & ROBIN B TR	1,336.14

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
188-0-200-225	BORNSTEIN DOUGLAS A TR & CASTLE VALERIE	1,336.14
188-0-200-235	QUON MICHAEL G & JACQUELINE T	1,336.14
188-0-200-245	SWEZY DUMONT L & JANA H	1,336.14
188-0-200-255	VILLAREAL-SHREVE REBECCA TR	1,336.14
188-0-200-265	GREEN FAMILY TR	1,336.14
188-0-200-275	SMITH JAMES K	1,336.14
188-0-200-285	OXFORD JOHN & SANDRA	1,336.14
188-0-200-295	HAUN JAMES R & PATRIZIA M	1,336.14
188-0-200-305	MARTINEZ RONALD & VICKI	1,336.14
188-0-200-315	DINKLER HEIDI C	1,336.14
188-0-200-325	VOSS DANIEL J JR TR	1,336.14
188-0-200-335	WARSCHAW ARTHUR J	1,336.14
188-0-200-345	CLAUSEN ALF TRUST	1,336.14
188-0-200-355	LANAGAN DAVID B	1,336.14
188-0-200-365	SANDOVAL BENITA R & SANDOVAL JESUS R JR	1,336.14
188-0-200-375	LEWIS GWENDOLYN K	1,336.14
188-0-200-385	BLOCK STAN M & ANNETTE N TR	1,336.14
188-0-200-395	PERMEN LARRY & GAMBER PAMELA	1,336.14
188-0-200-405	LEVI URI & MILLA TR	1,336.14
188-0-200-415	HONIKMAN TERENCE C & JANE I TR	1,336.14
188-0-200-425	FAN FERNANDO & SHANNA L	1,336.14
188-0-200-435	VOSS DANIEL J JR TR	1,336.14
188-0-200-445	SCHEIBE SCOTT D & BRENDA R	1,336.14
188-0-200-455	SMITH LAWRENCE S & OLIVIA	1,336.14
188-0-200-465	WILSON PHIL W & REBECCA G TR	1,336.14
188-0-200-475	LATIMER POLLIE L TR	1,336.14
188-0-200-485	NADEL ROGER S & DEBORAH A TR	1,336.14
188-0-200-495	BEAKES PHILLIP N & DEVIDA NIKKEA B	1,336.14
188-0-200-505	FAAS ERIC TR & DIBERNARDO KRISTIN TR	1,336.14
188-0-200-515	CARTER JOHN F & ANDREA P	1,336.14
188-0-200-525	DUBA REIKO K	1,336.14
188-0-200-535	ROMO RICHARD M & MARIANNE P TR	1,336.14
188-0-200-545	WEHR DENNIS C	1,336.14
188-0-200-555	CRILLY ELEANOR	1,336.14
188-0-200-565	ZINDROSKI ALBERT & LISA	1,336.14
188-0-200-575	PIZANO DANIEL C & JANINE C	1,336.14
188-0-200-585	GOLDENWEST CAPITAL LLC	1,336.14
188-0-200-595	RAIL RANDY T & DORIAN J	1,336.14
188-0-210-015	GASTOUNIOTIS C S-G TR	1,336.14
188-0-210-025	SUJANANI SUNITA	1,336.14
188-0-210-035	WILSON RICHARD H	1,336.14
188-0-210-045	LEWIS JONATHAN G	1,336.14
188-0-210-055	BENCHARIT SITTIPORN-R C TR	1,336.14
188-0-210-065	ABBOTT CRISPIN P & HAMILTON LAURIE K	1,336.14
188-0-210-075	DIHHL ENTERPRISES LLC	1,336.14
188-0-210-085	SCHOONOVER STEVEN D TR & EADS PEGGY TI	1,336.14
188-0-210-095	TOBAN TRUST	1,336.14
188-0-210-105	RODGERS CRAIG J	1,336.14

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
188-0-210-115	SONI AUNALI T & RASHIDA A TR	1,336.14
188-0-210-125	ARNOLD WILLIAM D TR	1,336.14
188-0-210-135	HUIZINGA BRYON S & ERIN W	1,336.14
188-0-210-145	MELNICK PETER R & LAINI M TR	1,336.14
188-0-210-155	STECKEN KRISTE	1,336.14
188-0-210-165	PEARCE DANIEL B & SUZANNE	1,336.14
188-0-210-175	KLAMN ZACKERY & DEFREITAS JENNIFER M	1,336.14
188-0-210-185	STEINKE C R SEP PROP TR	1,336.14
188-0-210-195	ORNELAZ STEVE	1,336.14
188-0-210-205	JCP TR	1,336.14
188-0-210-215	BROWN MONIQUE M	1,336.14
188-0-210-225	BOLANOS CARLOS A & BODIL	1,336.14
188-0-210-235	ENGELKING HENRY & JULIA L	1,336.14
188-0-210-245	JACOBSON JOHN M.& VICTORIA TR	1,336.14
188-0-210-255	RUSHING RICHARD & MICHELE	1,336.14
188-0-210-265	HENRY JACK D JR & LORI L	1,336.14
188-0-210-275	STEMPLER ROBERT H & MIRIAM	1,336.14
188-0-210-285	CHAPMAN BRUCE G & HIIIBNER KRISTIN C	1,336.14
188-0-210-295	CDM PAINTING & DECORATING LTD & 11319-17	1,336.14
188-0-210-305	LANGEN RALF & CHEN JEANNIE TR	1,336.14
188-0-220-015	TRADEWINDS COMM CTR LLC	2,063.70
188-0-220-035	PETERSON DANA	1,136.64
188-0-220-045	CONTRERAS FRANK TR & SHERWYN ANNA C T	1,136.64
188-0-220-055	PRENTICE JOHN & MELODY TR	1,136.64
188-0-220-065	ALKHALIFA ZEYAD ALI M	1,136.64
188-0-220-075	STEPHANIAN ERICK & SUSAN K	1,136.64
188-0-220-085	FULLER HARRIS J & PEARL TR	1,136.64
188-0-220-095	DEL TORTO JOSEPH K & BARBARA A	1,136.64
188-0-220-105	CHERTOK BILL & PATTI TR	1,136.64
188-0-220-115	VICTALINO ANTONIO & HASSEBROCK CHRISTI	1,136.64
188-0-220-125	CHRISTENSEN DON	1,136.64
188-0-220-135	PEREZ HECTOR & GONZALEZ LUZ TR	1,136.64
188-0-220-145	C&L KNIGHT ENTERPRISES LLC	1,136.64
188-0-220-155	HOOS HOWARD J & IRENE J FAM TR	1,136.64
188-0-220-165	FRAZIER VICTOR D TR	1,136.64
188-0-220-175	BAILEY ROBERT E & CHRISTINA	1,136.64
188-0-220-185	MCKNIGHT THOMAS J & LA NELL TR	1,136.64
188-0-220-195	MCCOUBREY SHARON TR	1,136.64
188-0-220-205	WALSH MARTIN J & ELLEN P TR	1,136.64
188-0-220-215	BIZZELLE JAMES C III & MAAS GREGORY W	1,136.64
188-0-220-225	ZAKARIAN HRAIR TR	1,136.64
188-0-220-235	WHELAN JOHN A	1,136.64
188-0-220-245	HAGEN DAVID & BRAMSON JANET	1,136.64
188-0-220-255	DEMBSKY AMIT & ELISA E TR	1,136.64
188-0-220-265	PRITSKER KEITH W & ELLEN	1,136.64
188-0-220-275	GORELIK MICHAEL & ANNA	1,136.64
188-0-220-285	MADIGAN REBECCA S	1,136.64
188-0-220-295	AMBROSE MARK M & ANN W	1,136.64

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
188-0-220-305	LINDSAY MICHAEL H	1,136.64
188-0-220-315	TOCCHINI DANIEL F & AMY A TR	1,136.64
188-0-220-325	CRISPIN WILLIAM J & KYOKO N	1,136.64
188-0-220-335	DOMENAND TR	1,136.64
188-0-220-345	MENDIBURU STEVEN R & MONICA S	1,136.64
188-0-220-355	FEDERAL NATIONAL MTG ASSN	1,136.64
188-0-220-365	DAVIS DARLTON C & LAURA A TR	1,136.64
188-0-220-375	GIASI LISA M	1,136.64
188-0-220-385	BORK KENNETH R & YOSHIE	1,136.64
188-0-220-395	REYES ALBERTO D & GLORIA D	1,136.64
188-0-220-405	MORTON SHIRLEE	1,136.64
188-0-220-415	JAGASIA LAVINA	1,136.64
188-0-220-425	COZA PROPERTIES LLC	1,136.64
188-0-220-435	FAIRLY SUZAN L	1,136.64
188-0-220-445	GARCIA MARK S	1,136.64
188-0-220-455	PAP MARK A & JONES CINDY M	1,136.64
188-0-220-465	WESTPORT VILLAGE PARTNERS LLC	1,387.94
188-0-220-475	WESTPORT VILLAGE PARTNERS LLC	1,463.56
188-0-220-485	WESTPORT VILLAGE PARTNERS LLC	1,521.30
188-0-220-495	WESTPORT VILLAGE PARTNERS LLC	731.44
188-0-220-505	WESTPORT VILLAGE PARTNERS LLC	756.86
188-0-220-515	WESTPORT VILLAGE PARTNERS LLC	731.44
188-0-220-525	WESTPORT VILLAGE PARTNERS LLC	731.44
188-0-220-535	WESTPORT VILLAGE PARTNERS LLC	543.08
188-0-230-015	GAUER HAROLD	1,136.64
188-0-230-025	NEW RODEO INV CORP ET AL	1,136.64
188-0-230-035	REISS JACK I & JOSEPHINE P	1,136.64
188-0-230-045	ARIAZ ANGEL D & PASTORELO-ARIAZ ELITA V	1,136.64
188-0-230-055	SHAWCROSS JOHN	1,136.64
188-0-230-065	AGUILA ORLANDO & YOLANDA	1,136.64
188-0-230-075	DOMINGUEZ OSCAR A TR & HAYNES MICHAEL I	1,136.64
188-0-230-085	SHAWCROSS JOHN	1,136.64
188-0-230-095	SHAWCROSS JOHN	1,136.64
188-0-230-105	VEJAR DENNIS C	1,136.64
188-0-230-115	TIMMINS CRAIG S & JAMIE L	1,136.64
188-0-230-125	AZAR MITRA TR	1,136.64
188-0-230-135	MCCLURE HOWARD J & LETICIA	1,136.64
188-0-230-145	K-S TR	1,136.64
188-0-230-155	SHAWCROSS JOHN	1,136.64
188-0-230-165	FERNANDEZ H & VELASQUEZ R TR	1,136.64
188-0-230-175	UYEDA JAMES H	1,136.64
188-0-230-185	GONZALEZ RENE & GARNER CLARA M	1,136.64
188-0-230-195	SPEER JEFFREY D & MARSHA H TR	1,136.64
188-0-230-205	DENT DIANE TR	1,136.64
188-0-230-215	JOHNSTON TOM & JOSEPHINE	1,136.64
188-0-230-225	SANDNES RICHARD & MARIAN TR	1,136.64
188-0-230-235	TABERDAR ALLEN TR	1,136.64
188-0-230-245	BIZZELLE JAMES C III & MAAS GREGORY W	1,136.64

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
188-0-230-255	SWOR KATHLEEN L TR	1,136.64
188-0-230-265	SHIANG MICHAEL E & CONNIE M	1,136.64
188-0-230-275	OSTERLOH DARREN F TR	1,136.64
188-0-230-285	BARNES W MITCHELL-C F FAM TR	1,136.64
188-0-230-295	EBIZADEH ELHAM TR	1,136.64
188-0-230-305	WETZEL TERRY P TR & DESIDERIO JULIE A TR	1,136.64
188-0-230-315	YUAN CHESTER C TR	1,136.64
188-0-230-325	TUMACDER FRANKLIN & TERESITA C	1,136.64
188-0-230-335	DEHDASHTY ALI & BENHARASH VIDA	1,136.64
188-0-230-345	GOLDWATER TERRY	1,136.64
188-0-230-355	DAVIS DANIEL C & CATHERINE S	1,136.64
188-0-230-365	CUSACK TIMOTHY & JANET	1,136.64
188-0-230-375	ESCUETA CRISTINA D	1,136.64
188-0-230-385	SOLOMON DUANE & ESTHER	1,136.64
188-0-230-395	NEILSON MICHAEL & BRENDA TR	1,136.64
188-0-230-405	BLAYDES SOONJA SURV TR	1,136.64
188-0-230-415	FOLCKE FRANCES L	1,136.64
188-0-230-425	MITCHELL GERALD B & IDA G TR	1,136.64
188-0-230-435	SCHREY THOMAS E & PATRICIA A	1,136.64
188-0-230-445	SCHWEITZER WILLIAM J TR & CALDERON-SCH\	1,136.64
188-0-230-455	HAVAS MICHAEL & MAGGI	1,136.64
188-0-230-465	WHITESAILS MARINA BUS CTR	5,166.12
Total	**310 Parcels**	**$613,984.62**

ATTACHMENT NO. 2
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STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I, Daniel Martinez, City Clerk of the City Council of the City of Oxnard, do hereby certify that the above and foregoing is a full, true and correct copy of RESOLUTION NO. _____ of said City Council, and that the same has not been amended or repealed.

DATED: _____, 2015

_____
City Clerk of the City Council of the City of Oxnard

(SEAL)

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2 (WESTPORT AT MANDALAY BAY) OF THE CITY OF OXNARD AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2 (WESTPORT AT MANDALAY BAY) FOR THE FISCAL YEAR 2015-2016

WHEREAS, the City Council of the City of Oxnard (the "City") previously established Community Facilities District No. 2 (Westport at Mandalay Bay) of the City of Oxnard ("CFD No. 2") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the "Act"); and

WHEREAS, the City Council of the City, acting as the legislative body of CFD No. 2, is authorized pursuant to Resolution No. 11,825 (the "Resolution of Formation") and Resolution No. 12,082, establishing a Revised Rate and Method as described in Resolution No. 12,082, and Ordinance No. 2542 adopted by the City Council on October 24, 2000, as amended by Ordinance No. 2592 adopted on February 5, 2002 (the "Ordinance"), to levy a special tax sufficient to pay certain costs of the Services and Incidental Expenses (as defined in the Resolution of Formation); and

WHEREAS, it is now necessary and appropriate that this City Council levy and collect the special taxes for the Fiscal Year 2015-2016 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the assessments are in conformance with Proposition 218; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2 (WESTPORT AT MANDALAY BAY), DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. The special tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

SECTION 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 2 which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2015-2016 at the special tax rates set forth in the report prepared by NBS Government Finance Group for CFD No. 2 entitled "City of Oxnard Community Facilities District No. 2 (Westport at Mandalay Bay) Fiscal Year 2015-2016 Levy" (the "Report"), attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief

Financial Officer of the City, or designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

SECTION 4. All of the collections of the special tax shall be used only as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in the Resolution of Formation.

SECTION 5. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes except as such procedure may be modified by law and by this City Council.

SECTION 6. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2015-2016, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

APPROVED AND ADOPTED on this ____ day of _____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn
Mayor of the City Council of the City of Oxnard,
acting on behalf of Community Facilities District No.
2 (Westport at Mandalay Bay) of the City of Oxnard

ATTEST:

_____
Daniel Martinez
City Clerk of the City of Oxnard

APPROVED AS TO FORM:

_____
Stephen Fischer, Interim City Attorney

ATTACHMENT NO. 2
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
188-0-170-015	SO HENRY H	$2,699.46
188-0-170-025	TUGADE ISABELO A & NENITA B	2,699.46
188-0-170-035	LEDONNE ROSE MARIE & CONTE CHRIS M	2,699.46
188-0-170-045	ELLIS LAWRENCE D	2,699.46
188-0-170-055	ALVES KASIDY W & FELICIA TR	2,699.46
188-0-170-065	TRAN RANDY & HELEN & TRAN MY A	2,699.46
188-0-170-075	KANN DANIEL & DANA	2,699.46
188-0-170-085	KEHR JAMES J	2,699.46
188-0-170-095	DONOVAN MARK S & DEEANNA TR	2,699.46
188-0-170-105	FOGELMAN JEFFREY C & DEBORAH J	2,699.46
188-0-170-115	SCHULMAN JOSEPH H & BARBARA TR	2,699.46
188-0-170-125	LI J & N TR	2,699.46
188-0-170-135	NGUYEN KHOI D TR & TRAN SUSAN H TR	2,699.46
188-0-170-145	PANZERA WILLIAM J TRUST	2,699.46
188-0-170-215	PHILLIPS THOMAS II & HARRIET	2,557.36
188-0-170-225	KELLER WERNER E & AUDREY M TR	2,557.36
188-0-170-235	MERCADANTE TR	2,557.36
188-0-170-245	SETTANI DAVID TR	2,557.36
188-0-170-295	STEUR PETER & PATRICIA B	1,247.08
188-0-170-305	FAHEY JOHN W & CYNTHIA D	1,247.08
188-0-170-315	PRITIKIN CARY & KAREN R	1,247.08
188-0-170-325	MANION LAWRENCE & LEONOR TR	1,247.08
188-0-170-335	RACINE SCOTT & WENDY	1,247.08
188-0-170-345	MENDOZA FERNANDO	1,247.08
188-0-170-355	EICHLER FRANK L & LAMORE DOLORES B	1,247.08
188-0-170-365	IWAUAJOKU JOSEPH & FUSSELL S TR	1,247.08
188-0-170-375	SHELBURNE BRUCE & KATHY	1,247.08
188-0-170-385	SHERLOCK MINOR TR	1,247.08
188-0-170-395	LEE MARK & LEANN	1,247.08
188-0-170-405	VIELLIEU BENJAMIN L & SHARON K	1,247.08
188-0-170-415	MITSUYASU RONALD & SHARON TR	1,247.08
188-0-180-015	TRUONG RICHARD & MONA FAM TR	2,557.36
188-0-180-025	KAFROUNI GEORGE & DENISE P TR	1,998.66
188-0-180-035	GONTMAHER KONSTANTIN & VERA	1,998.66
188-0-180-045	CLEMEN DENISE E	1,998.66
188-0-180-055	GOODMAN SHEPARD G & RONNI J	1,998.66
188-0-180-065	TUSINSKI WALTER J & MARCIA TR	1,998.66
188-0-180-075	PARMENTER JOHN P & WENDY I	1,998.66
188-0-180-085	HESS JOHN A & BENJAMIN S L TR	1,998.66
188-0-180-095	HOUPT WILLIAM P & DIANE D	1,998.66
188-0-180-105	GOODMAN SHEPARD G & RONNI J TR	1,998.66
188-0-180-115	LESHAY FAMILY TR	1,998.66
188-0-180-125	HOLZHAUER ALLEN G & MARY L	2,699.46
188-0-180-135	AVERSANO JOHN & VICTORIA	2,699.46
188-0-180-145	PILLONS ANDRE L & DEBRA S TR	2,699.46
188-0-180-155	GONTMAHER KONSTANTIN & VERA	2,557.36
188-0-180-165	GILLIN PHILIP H & JOYCE S TR	1,998.66
188-0-180-175	SHOAR MICHAEL M & KHATAMI HOORA	1,998.66

ATTACHMENT NO. 2
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
188-0-180-185	GANNER ALLEN D & MARGARET TR	1,998.66
188-0-180-195	MCKINNEY JOHN T & JANE M TR	1,998.66
188-0-180-315	DEFNET PROPERTIES LLC	1,247.08
188-0-180-325	NEWCOMER MICHAEL & MELISSA	1,247.08
188-0-180-335	AREVALO RAQUEL	1,247.08
188-0-180-345	RIGONAN LARRY M	1,247.08
188-0-180-355	BOGEN MICHAEL & PAMELA	1,247.08
188-0-180-365	TRANG TUNG & WANG INGRID TR	1,247.08
188-0-180-375	COMIA TR	1,247.08
188-0-180-385	PATTERSON RALPH A & NANCY R	1,247.08
188-0-180-395	TERRELL DELBERT M & KELLY L	1,247.08
188-0-180-405	STERN ARKADY	1,247.08
188-0-180-415	FITCH PATSY A	1,247.08
188-0-180-425	CLOW PATRICIA & RECKLEY STEVEN R	1,247.08
188-0-180-435	POLICARPIO ANDREW F & ADMIRAL TR	1,247.08
188-0-180-445	CAMARGO CARLOS & TRACY	1,247.08
188-0-180-455	STEIN MARC & SYLVIA T	1,247.08
188-0-180-465	SUKAY JEFFREY D & VANESSA TR	1,247.08
188-0-180-475	NORMAN ALEX J & MARGARET L TR	1,247.08
188-0-180-485	CHACON DRUANA	1,247.08
188-0-180-495	MINYARD KEN & JACQUELINE C TR	1,247.08
188-0-180-505	MARTINEZ ALBERTO SR & CHRISTY	1,247.08
188-0-180-515	DAVID DENISE M	1,247.08
188-0-191-015	MEEROVITSCH RAFAIL TR	2,699.46
188-0-191-025	MEEROVITSCH RAFAIL TR	2,557.36
188-0-191-035	YI CHAE P	2,557.36
188-0-191-045	LEE DAVID J & JAN M TR	2,557.36
188-0-191-055	SCHWALBACH JON R JR & DINA	2,557.36
188-0-191-065	KEVIN NEWBURG TR	2,557.36
188-0-191-075	MARCUS ARMAND G & MARSHA L TR	2,557.36
188-0-191-085	CLAUSEN TRUST	2,557.36
188-0-191-095	ENGLE DANIEL R & PAQUITA I	2,557.36
188-0-191-105	WILSON GRAHAM R & JUNE R TR	2,557.36
188-0-191-115	EXLON ENTERPRISE TR & ANGELES ENTERPRI	2,557.36
188-0-191-125	FEINSTEIN JAMES R & GAYLE M TR	2,557.36
188-0-191-135	NGUYEN NO VAN & TRUONG HOA THI	2,557.36
188-0-191-145	MARTIN JASON & MONICA TR ET AL	2,699.46
188-0-191-155	WILK JAMES J & BARBARA A TR	2,699.46
188-0-191-165	FEINSTEIN JAMES R & GAYLE M	2,557.36
188-0-191-175	WAZANA YOEL & OFELIA	2,557.36
188-0-191-185	SANDNES RICHARD TR & SANDNESS MARIAN T	2,557.36
188-0-191-195	GIBRALTER INVESTORS LLC	2,699.46
188-0-191-205	HUEBNER GLENN & JANET	2,699.46
188-0-191-215	SANGSTER BRANT & PRIDIE JOY	2,557.36
188-0-191-225	SAIN VIJAY	2,557.36
188-0-191-235	NEFTIN SAMUEL	2,557.36
188-0-191-245	LAVENDER ENTERPRISES TR & LEONID SHNEY	2,557.36
188-0-191-255	COPE KRYSTAL C & COPE KELLEY N	2,557.36

ATTACHMENT NO. 3
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
188-0-191-265	CONNELL DAVID M & ELIZABETH TR	2,557.36
188-0-191-275	NICHOLS DAVID E & REBECCA L TR	2,557.36
188-0-191-285	WOLPERT RICHARD & JENNY	2,557.36
188-0-191-295	SHAO LISHENG & CHEN QING	2,557.36
188-0-191-305	JONES INCOME TR	2,557.36
188-0-191-315	ORTEGA ENRIQUE F	2,557.36
188-0-191-325	EPIX MGMT LLC	2,699.46
188-0-192-015	POPOGO USA CORP	2,699.46
188-0-192-025	LURIE ROBERT H & DEBORAH J	1,998.66
188-0-192-035	VASINDA JOHN & MARY	1,998.66
188-0-192-045	SHERMAN ARTHUR D & JENNIFER TR	1,998.66
188-0-192-055	ALLEN PAUL M & CATHERINE B	1,998.66
188-0-192-065	SEA COVE HOME LLC	1,998.66
188-0-192-075	LILLY TERRY D & MARYANN TR	1,998.66
188-0-192-085	JUNKER DENNIS L & MARJORIE TR	1,998.66
188-0-192-095	NEWTON SCOTT D & SUSAN C TR	1,998.66
188-0-192-105	GRASSI FERNANDO J & KAREN TR	1,998.66
188-0-192-115	WATKINS CRAIG S & ADRIENNE C	1,998.66
188-0-192-125	HILL GREGORY	1,998.66
188-0-192-135	SINGER DON & RETA TR	1,998.66
188-0-192-145	PECK SAMUEL & SUSAN C	1,998.66
188-0-192-155	MARCHBANKS ANGELA T TR	1,998.66
188-0-192-165	NGUYEN NGOC V & TRAN J TR	2,557.36
188-0-192-175	DEWITT LAWRENCE J & JANET R TR	2,557.36
188-0-192-185	TONIN BRUNO JR EXEM TR ET AL	1,998.66
188-0-192-195	CHEN PETER & LING H T TR	1,998.66
188-0-192-205	WAZANA YOEL & OFELIA	2,699.46
188-0-192-215	J & L GEMS INC	2,557.36
188-0-192-225	GREEN RICHARD M & HELEN B TR	2,557.36
188-0-192-235	MORRIS MARC TR	2,557.36
188-0-192-245	HANSEN NEVILLE SURV TR	2,557.36
188-0-192-255	MILLER MARGRET ANN TRUST	2,557.36
188-0-192-265	RUDIN BARRY C & DRORIT TR	2,557.36
188-0-192-275	WOLF DAVID & SUN TONG	2,557.36
188-0-200-025	GREENBERG EARLE L & PAMELA TR	893.68
188-0-200-035	MCKINNEY JOHN T & JANE M TR	893.68
188-0-200-045	AGUAYO LOUIE E & ILLONA B	893.68
188-0-200-055	SHERWYN ANNA TR ET AL	893.68
188-0-200-065	FERNANDEZ MARGARITA L	893.68
188-0-200-075	SHARIATMADARI FARZIN	893.68
188-0-200-085	TRAUB DANIEL L & SYLVIE	893.68
188-0-200-095	JAGO BRIAN P & JANICE M	893.68
188-0-200-105	HILL STEPHEN J & SUSAN M	893.68
188-0-200-115	DEFNET PROPERTIES LLC	893.68
188-0-200-125	DEFNET PROPERTIES LLC	893.68
188-0-200-135	GATES GERALD A TRUST	893.68
188-0-200-145	WU CHENG CHIN & SHU YI W	893.68
188-0-200-155	MERAMBLE JON D & CAROLYN M	893.68

ATTACHMENT NO. 2
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
188-0-200-165	KIMBALL RICHARD D & MADIGAN-KIMBALL PATI	893.68
188-0-200-175	GIRARD GARY S TRUST & FIGUEROA-GIRARD C	893.68
188-0-200-185	PRYOR JEFFREY & BAN	893.68
188-0-200-195	DEFNET PROPERTIES LLC	893.68
188-0-200-205	KIM MARY B	893.68
188-0-200-215	OROURKE CHRIS J & ROBIN B TR	893.68
188-0-200-225	BORNSTEIN DOUGLAS A TR & CASTLE VALERIE	893.68
188-0-200-235	QUON MICHAEL G & JACQUELINE T	893.68
188-0-200-245	SWEZY DUMONT L & JANA H	893.68
188-0-200-255	VILLAREAL-SHREVE REBECCA TR	893.68
188-0-200-265	GREEN FAMILY TR	893.68
188-0-200-275	SMITH JAMES K	893.68
188-0-200-285	OXFORD JOHN & SANDRA	893.68
188-0-200-295	HAUN JAMES R & PATRIZIA M	893.68
188-0-200-305	MARTINEZ RONALD & VICKI	893.68
188-0-200-315	DINKLER HEIDI C	893.68
188-0-200-325	VOSS DANIEL J JR TR	893.68
188-0-200-335	WARSCHAW ARTHUR J	893.68
188-0-200-345	CLAUSEN ALF TRUST	893.68
188-0-200-355	LANAGAN DAVID B	893.68
188-0-200-365	SANDOVAL BENITA R & SANDOVAL JESUS R JR	893.68
188-0-200-375	LEWIS GWENDOLYN K	893.68
188-0-200-385	BLOCK STAN M & ANNETTE N TR	893.68
188-0-200-395	PERMEN LARRY & GAMBER PAMELA	893.68
188-0-200-405	LEVI URI & MILLA TR	893.68
188-0-200-415	HONIKMAN TERENCE C & JANE I TR	893.68
188-0-200-425	FAN FERNANDO & SHANNA L	893.68
188-0-200-435	VOSS DANIEL J JR TR	893.68
188-0-200-445	SCHEIBE SCOTT D & BRENDA R	893.68
188-0-200-455	SMITH LAWRENCE S & OLIVIA	893.68
188-0-200-465	WILSON PHIL W & REBECCA G TR	893.68
188-0-200-475	LATIMER POLLIE L TR	893.68
188-0-200-485	NADEL ROGER S & DEBORAH A TR	893.68
188-0-200-495	BEAKES PHILLIP N & DEVIDA NIKKEA B	893.68
188-0-200-505	FAAS ERIC TR & DIBERNARDO KRISTIN TR	893.68
188-0-200-515	CARTER JOHN F & ANDREA P	893.68
188-0-200-525	DUBA REIKO K	893.68
188-0-200-535	ROMO RICHARD M & MARIANNE P TR	893.68
188-0-200-545	WEHR DENNIS C	893.68
188-0-200-555	CRILLY ELEANOR	893.68
188-0-200-565	ZINDROSKI ALBERT & LISA	893.68
188-0-200-575	PIZANO DANIEL C & JANINE C	893.68
188-0-200-585	GOLDENWEST CAPITAL LLC	893.68
188-0-200-595	RAIL RANDY T & DORIAN J	893.68
188-0-210-015	GASTOUNIOTIS C S-G TR	893.68
188-0-210-025	SUJANANI SUNITA	893.68
188-0-210-035	WILSON RICHARD H	893.68
188-0-210-045	LEWIS JONATHAN G	893.68

ATTACHMENT NO. 2
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
188-0-210-055	BENCHARIT SITTIPORN-R C TR	893.68
188-0-210-065	ABBOTT CRISPIN P & HAMILTON LAURIE K	893.68
188-0-210-075	DIHHL ENTERPRISES LLC	893.68
188-0-210-085	SCHOONOVER STEVEN D TR & EADS PEGGY TI	893.68
188-0-210-095	TOBAN TRUST	893.68
188-0-210-105	RODGERS CRAIG J	893.68
188-0-210-115	SONI AUNALI T & RASHIDA A TR	893.68
188-0-210-125	ARNOLD WILLIAM D TR	893.68
188-0-210-135	HUIZINGA BRYON S & ERIN W	893.68
188-0-210-145	MELNICK PETER R & LAINI M TR	893.68
188-0-210-155	STECKEN KRISTE	893.68
188-0-210-165	PEARCE DANIEL B & SUZANNE	893.68
188-0-210-175	KLAMN ZACKERY & DEFREITAS JENNIFER M	893.68
188-0-210-185	STEINKE C R SEP PROP TR	893.68
188-0-210-195	ORNELAZ STEVE	893.68
188-0-210-205	JCP TR	893.68
188-0-210-215	BROWN MONIQUE M	893.68
188-0-210-225	BOLANOS CARLOS A & BODIL	893.68
188-0-210-235	ENGELKING HENRY & JULIA L	893.68
188-0-210-245	JACOBSON JOHN M & VICTORIA TR	893.68
188-0-210-255	RUSHING RICHARD & MICHELE	893.68
188-0-210-265	HENRY JACK D JR & LORI L	893.68
188-0-210-275	STEMPLER ROBERT H & MIRIAM	893.68
188-0-210-285	CHAPMAN BRUCE G & HIIIBNER KRISTIN C	893.68
188-0-210-295	CDM PAINTING & DECORATING LTD & 11319-17	893.68
188-0-210-305	LANGEN RALF & CHEN JEANNIE TR	893.68
188-0-220-015	TRADEWINDS COMM CTR LLC	1,397.58
188-0-220-035	PETERSON DANA	754.80
188-0-220-045	CONTRERAS FRANK TR & SHERWYN ANNA C T	754.80
188-0-220-055	PRENTICE JOHN & MELODY TR	754.80
188-0-220-065	ALKHALIFA ZEYAD ALI M	754.80
188-0-220-075	STEPHANIAN ERICK & SUSAN K	754.80
188-0-220-085	FULLER HARRIS J & PEARL TR	754.80
188-0-220-095	DEL TORTO JOSEPH K & BARBARA A	754.80
188-0-220-105	CHERTOK BILL & PATTI TR	754.80
188-0-220-115	VICTALINO ANTONIO & HASSEBROCK CHRISTIN	754.80
188-0-220-125	CHRISTENSEN DON	754.80
188-0-220-135	PEREZ HECTOR & GONZALEZ LUZ TR	754.80
188-0-220-145	C&L KNIGHT ENTERPRISES LLC	754.80
188-0-220-155	HOOS HOWARD J & IRENE J FAM TR	754.80
188-0-220-165	FRAZIER VICTOR D TR	754.80
188-0-220-175	BAILEY ROBERT E & CHRISTINA	754.80
188-0-220-185	MCKNIGHT THOMAS J & LA NELL TR	754.80
188-0-220-195	MCCOUBREY SHARON TR	754.80
188-0-220-205	WALSH MARTIN J & ELLEN P TR	754.80
188-0-220-215	BIZZELLE JAMES C III & MAAS GREGORY W	754.80
188-0-220-225	ZAKARIAN HRAIR TR	754.80
188-0-220-235	WHELAN JOHN A	754.80

ATTACHMENT NO. 2
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
188-0-220-245	HAGEN DAVID & BRAMSON JANET	754.80
188-0-220-255	DEMBSKY AMIT & ELISA E TR	754.80
188-0-220-265	PRITSKER KEITH W & ELLEN	754.80
188-0-220-275	GORELIK MICHAEL & ANNA	754.80
188-0-220-285	MADIGAN REBECCA S	754.80
188-0-220-295	AMBROSE MARK M & ANN W	754.80
188-0-220-305	LINDSAY MICHAEL H	754.80
188-0-220-315	TOCCHINI DANIEL F & AMY A TR	754.80
188-0-220-325	CRISPIN WILLIAM J & KYOKO N	754.80
188-0-220-335	DOMENAND TR	754.80
188-0-220-345	MENDIBURU STEVEN R & MONICA S	754.80
188-0-220-355	FEDERAL NATIONAL MTG ASSN	754.80
188-0-220-365	DAVIS DARLTON C & LAURA A TR	754.80
188-0-220-375	GIASI LISA M	754.80
188-0-220-385	BORK KENNETH R & YOSHIE	754.80
188-0-220-395	REYES ALBERTO D & GLORIA D	754.80
188-0-220-405	MORTON SHIRLEE	754.80
188-0-220-415	JAGASIA LAVINA	754.80
188-0-220-425	COZA PROPERTIES LLC	754.80
188-0-220-435	FAIRLY SUZAN L	754.80
188-0-220-445	GARCIA MARK S	754.80
188-0-220-455	PAP MARK A & JONES CINDY M	754.80
188-0-220-465	WESTPORT VILLAGE PARTNERS LLC	939.96
188-0-220-475	WESTPORT VILLAGE PARTNERS LLC	991.16
188-0-220-485	WESTPORT VILLAGE PARTNERS LLC	1,030.26
188-0-220-495	WESTPORT VILLAGE PARTNERS LLC	495.34
188-0-220-505	WESTPORT VILLAGE PARTNERS LLC	512.56
188-0-220-515	WESTPORT VILLAGE PARTNERS LLC	495.34
188-0-220-525	WESTPORT VILLAGE PARTNERS LLC	495.34
188-0-220-535	WESTPORT VILLAGE PARTNERS LLC	367.78
188-0-230-015	GAUER HAROLD	754.80
188-0-230-025	NEW RODEO INV CORP ET AL	754.80
188-0-230-035	REISS JACK I & JOSEPHINE P	754.80
188-0-230-045	ARIAZ ANGEL D & PASTORELO-ARIAZ ELITA V	754.80
188-0-230-055	SHAWCROSS JOHN	754.80
188-0-230-065	AGUILA ORLANDO & YOLANDA	754.80
188-0-230-075	DOMINGUEZ OSCAR A TR & HAYNES MICHAEL I	754.80
188-0-230-085	SHAWCROSS JOHN	754.80
188-0-230-095	SHAWCROSS JOHN	754.80
188-0-230-105	VEJAR DENNIS C	754.80
188-0-230-115	TIMMINS CRAIG S & JAMIE L	754.80
188-0-230-125	AZAR MITRA TR	754.80
188-0-230-135	MCCLURE HOWARD J & LETICIA	754.80
188-0-230-145	K-S TR	754.80
188-0-230-155	SHAWCROSS JOHN	754.80
188-0-230-165	FERNANDEZ H & VELASQUEZ R TR	754.80
188-0-230-175	UYEDA JAMES H	754.80
188-0-230-185	GONZALEZ RENE & GARNER CLARA M	754.80

ATTACHMENT NO. 2
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
188-0-230-195	SPEER JEFFREY D & MARSHA H TR	754.80
188-0-230-205	DENT DIANE TR	754.80
188-0-230-215	JOHNSTON TOM & JOSEPHINE	754.80
188-0-230-225	SANDNES RICHARD & MARIAN TR	754.80
188-0-230-235	TABERDAR ALLEN TR	754.80
188-0-230-245	BIZZELLE JAMES C III & MAAS GREGORY W	754.80
188-0-230-255	SWOR KATHLEEN L TR	754.80
188-0-230-265	SHIANG MICHAEL E & CONNIE M	754.80
188-0-230-275	OSTERLOH DARREN F TR	754.80
188-0-230-285	BARNES W MITCHELL-C F FAM TR	754.80
188-0-230-295	EBIZADEH ELHAM TR	754.80
188-0-230-305	WETZEL TERRY P TR & DESIDERIO JULIE A TR	754.80
188-0-230-315	YUAN CHESTER C TR	754.80
188-0-230-325	TUMACDER FRANKLIN & TERESITA C	754.80
188-0-230-335	DEHDASHTY ALI & BENHARASH VIDA	754.80
188-0-230-345	GOLDWATER TERRY	754.80
188-0-230-355	DAVIS DANIEL C & CATHERINE S	754.80
188-0-230-365	CUSACK TIMOTHY & JANET	754.80
188-0-230-375	ESCUETA CRISTINA D	754.80
188-0-230-385	SOLOMON DUANE & ESTHER	754.80
188-0-230-395	NEILSON MICHAEL & BRENDA TR	754.80
188-0-230-405	BLAYDES SOONJA SURV TR	754.80
188-0-230-415	FOLCKE FRANCES L	754.80
188-0-230-425	MITCHELL GERALD B & IDA G TR	754.80
188-0-230-435	SCHREY THOMAS E & PATRICIA A	754.80
188-0-230-445	SCHWEITZER WILLIAM J TR & CALDERON-SCH\	754.80
188-0-230-455	HAVAS MICHAEL & MAGGI	754.80
188-0-230-465	WHITESAILS MARINA BUS CTR	3,498.64
Total	**316 Parcels**	**$429,988.98**

ATTACHMENT NO. 2
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STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I, DANIEL MARTINEZ, City Clerk of the City Council of the City of Oxnard, do hereby certify that the above and foregoing is a full, true and correct copy of RESOLUTION NO. _____ of said City Council, and that the same has not been amended or repealed.

DATED: _____, 2015

_____
City Clerk of the City Council of the City of Oxnard

(SEAL)

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 06/23/2015

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

Prepared By: Michael More, Financial Services Manager MM Agenda Item No. L-5

Reviewed By: City Manager JM City Attorney JDP Finance DM Other *(Specify)*

DATE: June 1, 2015

TO: City Council

FROM: Dave Millican, Interim Chief Financial Officer
Finance Department

SUBJECT: **Special Tax Levy for Community Facilities Districts No. 3 and No. 4 (Seabridge at Mandalay Bay)**

RECOMMENDATION

That City Council acting as the legislative body of Community Facilities District (CFD) No. 3 and Community Facilities District (CFD) No. 4:

1. Adopt a resolution setting a special tax rate within CFD No. 3 (Seabridge at Mandalay Bay) for FY 2015-16.

2. Adopt a resolution setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for FY 2015-16.

DISCUSSION

CFD No. 3 Special Tax

On December 14, 2004, City Council adopted Resolution No. 12,737 (the "Resolution of Formation") establishing CFD No. 3 and Ordinance No. 2676 to levy a special tax sufficient to pay principal, interest, and other periodic costs and administrative expenses with respect to the bonds of CFD No. 3. In each fiscal year thereafter, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year. The total amount of special taxes for CFD No. 3 for FY 2015-16 is $1,745,438.

CFD No. 4 Special Tax

On December 14, 2004, City Council adopted Resolution No. 12,739 (the "Resolution of Formation") establishing CFD No. 4 and Ordinance No. 2677 to levy a special tax sufficient to pay certain costs of Services and Incidental Expenses relating to the maintenance of CFD No. 4. In each fiscal year

ATTACHMENT NO. 3
PAGE 1 OF 17

thereafter, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year. The total amount of special taxes for CFD No. 4 for FY 2015-16 is $1,180,532.

The following represents a breakdown of the tax levy for the most recent and upcoming fiscal years:

Description	Actual Levy FY 14-15	Projected Levy FY 15-16
Administration	$ 57,392	$ 57,560
Channel Maintenance	40,000	29,606
Channel Repairs	0	0
Landscape/Park Maintenance	213,907	241,770
Harbor Patrol	630,149	719,520
Police	0	85,128
Storm Drain Maintenance Accrual	45,100	46,948
Total	**$ 986,548**	**$1,180,532**

The maximum allowable tax for CFD No. 4 for FY 2015-16 is $1,621,241.66. The Projected Levy for FY 15-16 of $1,180,532 represents a $193,985 increase over the taxes levied in Fiscal Year 2014-15. The increase in the Projected Levy for FY 15-16 is primarily attributed to (a) additional costs associated with Harbor Patrol services, (b) provision to add Police overtime for enhanced patrols on holidays and peak season weekends, and (c) increased operational and utilities costs associated with landscape/park maintenance.

The expenditure budget for CFD No. 4 to be included in the City's FY 15-16 Annual Budget will be as follows:

Administration	$ 57,560
Channel Maintenance	29,206
Channel Repairs	272,250
Landscape/Park Maintenance	271,770
Harbor Patrol	719,520
Police	85,128
Storm Drain Maintenance	127,800
Less: Tax Levy Credit from Reserve Fund	(382,702)
Total	**$1,180,532**

The expenditure budget for Channel Repairs includes the need to provide capital project funding for design, permits, and project costs to dredge the channels and also to conduct a seawall condition assessment. The budget for Landscape/Park Maintenance includes amounts necessary for replacement of various lighting fixtures, playground equipment, and landscape materials. The Storm Drain Maintenance budget includes the total amount necessary to replace storm drain filtration devices in the community.

A reserve fund credit of $382,702 is being provided to offset some of the costs associated with capital repair and replacement in CFD 4. A reserve fund study prepared by Penfield & Smith in October 2014 concluded that an appropriate reserve fund level is approximately $2.6 million. Providing the reserve fund credit of $382,702 will reduce the reserve fund to this level.

FINANCIAL IMPACT

There will be no cost to the City's General Fund from approval of the resolutions levying the special taxes for CFD No. 3 and CFD No. 4 for FY 2015-16. Debt service costs and all administrative costs are included in the amount to be collected by the special taxes, which are levied against properties located in CFD No. 3 and CFD No. 4.

MJM

Attachments

1 - Resolution levying the special tax for CFD No. 3 for FY 2015-16 (Seabridge at Mandalay Bay)
2 - Resolution levying the special tax for CFD No. 4 for FY 2015-16 (Seabridge at Mandalay Bay)

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 3 (SEABRIDGE AT MANDALAY BAY) OF THE CITY OF OXNARD AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 3 (SEABRIDGE AT MANDALAY BAY) FOR THE FISCAL YEAR 2015-2016

WHEREAS, the City Council of the City of Oxnard (the "City") previously established Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard ("CFD No. 3") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the "Act"); and

WHEREAS, the City Council of the City, acting as the legislative body of CFD No. 3, is authorized pursuant to Resolution No. 12,737 (the "Resolution of Formation") and Ordinance No. 2676 adopted by the City Council on December 14, 2004, (the "Ordinance") to levy a special tax sufficient to pay principal, interest, other periodic costs and administrative expenses with respect to bonds of CFD No. 3 (the "Bonds") and to pay certain costs of the Public Improvements and Incidental Expenses (as defined in the Resolution of Formation); and

WHEREAS, it is now necessary and appropriate that this City Council provide for the levy and collection of the special taxes for the Fiscal Year 2015-2016 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the assessments are in conformance with Proposition 218; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 3 (SEABRIDGE AT MANDALAY BAY), DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. The special tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

SECTION 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2015-2016 at the special tax rates set forth in the report prepared by NBS Government Finance Group for CFD No. 3 entitled "City of Oxnard Community Facilities District No. 3 (Seabridge at Mandalay Bay) Fiscal Year 2015-2016 Levy" (the "Report") attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the

maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief Financial Officer of the City, or designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxes or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

SECTION 4. All of the collections of the special tax shall be used only as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in the Resolution of Formation.

SECTION 5. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes except as such procedure has been modified by law and this City Council as set forth in the Indenture Between CFD No. 3 and Wells Fargo Bank, National Association, as Fiscal Agent dated as of October 1, 2005.

SECTION 6. As a cumulative remedy, if any amount levied as a special tax for payment of bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the City Council may, not later than four years after the due date of the last installment of principal on the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such special tax.

SECTION 7. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2015-2016, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

APPROVED AND ADOPTED this __ day of ____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn
Mayor of the City Council of the City of Oxnard,
acting on behalf of Community Facilities District No. 3
(Seabridge at Mandalay Bay) of the City of Oxnard

ATTEST:

_____
Daniel Martinez
City Clerk of the City of Oxnard

(SEAL)

APPROVED AS TO FORM:

_____ for
Stephen Fischer, Interim City Attorney

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
188-0-241-015	NEWMAN DAVID J & LAURA Z	$3,328.80
188-0-241-025	FOSTER WENDY J TR	3,328.80
188-0-241-035	KEEN LORRIE L D TR ET AL	3,036.96
188-0-241-055	BARNES ROBERT K & JOAN M TR	3,328.80
188-0-241-065	SILLEN CONNIE L TR	3,328.80
188-0-241-075	HAY JOEL W TR & KATOUZI TOUBI TR	3,328.80
188-0-241-085	HAY JOEL W & KATOUZI TOUBI TR	3,328.80
188-0-241-095	FABIAN DAVID A & BEVINS-FABIAN BARB/	3,328.80
188-0-241-105	CHAPPELL ROBERT B & ROXANA A	3,328.80
188-0-241-115	CHANCER JOSHUA B & MIA M V	3,328.80
188-0-241-125	LEBOEUF OSCAR W JR & BES MARIA D	3,036.96
188-0-241-135	MOY KENNETH L & PATRICIA S TR	3,328.80
188-0-241-145	CULOTTA JOHN M TR	3,036.96
188-0-241-155	NEUMANN CHARLES P & KAY F	3,328.80
188-0-241-165	MA SHIRLEY M & MA QUEN Y	3,328.80
188-0-241-175	LAMBERT MICHAEL R & LISA R TR	3,328.80
188-0-241-185	SHIN MYONG C & EUN S & SHIN JENNIFEI	3,036.96
188-0-241-195	WILLIAMS TEMPLE W III TR & FINKLE CYN	3,328.80
188-0-241-205	FRIEDMAN SHIRIN	3,036.96
188-0-241-215	KIRSHTNER ERNEST R TR	3,328.80
188-0-241-225	BAILEY DALE H & DOROTHY J	3,328.80
188-0-241-235	RAND STEVEN B & DONNA M L	3,328.80
188-0-241-245	WALLENGREN CHERYL A TR	3,036.96
188-0-241-255	NIELSEN STEVEN B & LINDA C TR	3,328.80
188-0-241-265	AHLQUIST RONALD & CONSTANCE	3,036.96
188-0-241-275	LAM RAYMOND L & JUNE W TR	3,036.96
188-0-241-285	WILSON GRAHAM R & JUNE R TR	3,328.80
188-0-242-015	VASSANTACHART PRAKOB B-H S	3,036.96
188-0-242-025	REIMERS JOHN W & CYNTHIA J	3,328.80
188-0-242-035	CHATENEVER ROBERT & ARLEEN TR	3,036.96
188-0-242-045	ZAKS STANLEY J & VIVIAN C TR	3,328.80
188-0-242-055	JARRETT CARL R & JANICE L TR	3,328.80
188-0-242-065	CAEN HERVE	3,328.80
188-0-242-075	SHIN DO B & YEONG H TR	3,036.96
188-0-242-085	TOLMACHOFF WAYNE & DIANA TR	3,328.80
188-0-242-095	GOMEZ WILLIAM A & CANDICE M	3,328.80
188-0-242-105	WEISER ISAAC & MARGARET TR	3,328.80
188-0-242-115	BARKER HOMESTEAD LLC	3,328.80
188-0-242-125	ROMINGER RICHARD S	3,036.96
188-0-242-135	LEVY ITAMAR	3,328.80
188-0-242-145	KIM GORDON & SUZANNE ET AL	3,328.80
188-0-242-155	GERSTEL MARC J & CLARICE	3,328.80
188-0-242-165	HUCKESTEIN GORDON	3,036.96
188-0-242-175	SALPERTO ANDREW & WESNER-SALPER	3,328.80
188-0-242-185	MORENO GEORGE & EILEEN TR	3,036.96
188-0-242-195	CLAGGETT MICHAEL A & LISA M	3,328.80
188-0-242-205	TROWBRIDGE JERRY W & KAREN TR	3,036.96
188-0-242-215	SINGH PARMJIT D	3,328.80
188-0-242-225	ZHANG JUSTIN ET AL	3,328.80
188-0-242-235	ENGELHARDT JOHN C & MARY K	3,036.96
188-0-242-245	KIM SANG W & MYUNG H TR	3,036.96
188-0-242-255	ALVAREZ JOHN A & JULIE E	3,328.80
188-0-242-265	AART LLC	3,328.80
188-0-242-275	COOLEY MARK H JR & DIANA D TR	3,036.96
188-0-242-285	LIMA WINSTON & SALLY	3,328.80
188-0-243-015	SMITH SCOTT R & TANYA K	3,036.96
188-0-243-025	BALDWIN ROBERT JR & JANICE TR	3,328.80
188-0-243-035	SLAVIN NEIL M	3,036.96
188-0-243-045	BURUM JEFFREY D	3,328.80
188-0-243-055	ROUSS JEFFREY L & SYLVIA A	3,328.80
188-0-243-065	LIU JIM & HONG	3,328.80
188-0-243-075	JONES JOAN	3,036.96
188-0-243-095	MCDERMED RICHARD W & AMAKI JULIA A	3,328.80
188-0-243-105	SAVETSILA TAI	3,328.80
188-0-243-115	PHILLIPS PAUL P & BARBARA R	3,328.80
188-0-243-125	SADDIK GEORGE N & MARIA S	3,036.96
188-0-292-065	ROSCH GEORGE W III & JOANNA TR	$3,036.96
188-0-292-075	RIVERA DIEGO E	3,328.80
188-0-292-085	PAUL BRYAN	3,328.80
188-0-292-095	G-J BRIERLEY TR	3,036.96
188-0-292-105	SUMMERS FRANKIE	3,328.80
188-0-292-115	WILCOX BRIAN L & HOLLEY-WILCOX PAME	3,036.96
188-0-292-125	PATTON PATRICK S & LISA L	3,328.80
188-0-292-135	FISS MICHAEL S & KRISTEN H TR	3,328.80
188-0-292-145	DIAMOND ALAN & MELANIE	3,328.80
188-0-292-155	BOLDT CARL R JR	3,328.80
188-0-292-165	PRILLHART KIMBERLY L TR	3,036.96
188-0-292-175	FRISELLA CHRIS & NAOMI W	3,328.80
188-0-292-185	TERRANOVA JOSEPH T & SHARON TR	3,328.80
188-0-292-195	FOSTER DAVID & GEORGIA & HALE CELES	3,328.80
188-0-292-205	MCINALLY THOMAS C & LAUREN TR	3,328.80
188-0-293-015	LE QUAN T	3,036.96
188-0-293-025	SARKAR APARNA	3,328.80
188-0-293-035	ORTMANN DALE	3,328.80
188-0-293-045	ZARDOUZ BIJAN & NIAZMAND M TR	3,036.96
188-0-293-055	ORTMANN DALE A	3,328.80
188-0-293-065	ARENSON CAROL TR	3,328.80
188-0-293-075	HOLLER JOHN J & GERI A	3,328.80
188-0-293-085	HALVERSON WILLIAM & MARIA	3,036.96
188-0-293-095	NEWBY TODD D & MARIANNE	3,328.80
188-0-293-105	FARRELL MICHAEL & KAREN	3,328.80
188-0-293-115	KENNEDY GREGORY L	3,036.96
188-0-293-125	SCHNEIDER HAROLD N & MARSHA C	3,328.80
188-0-293-135	RANSHAW MICHAEL E & SHARON	3,328.80
188-0-293-145	BREA CARLOS & PATRICIA A	3,036.96
188-0-293-155	SCHULTZ LEO TR	3,328.80
188-0-293-165	ZARDOUZ BIJAN & NIAZMAND M TR	3,328.80
188-0-293-175	REBER GEORGE W JR & NORMA TR	3,328.80
188-0-293-185	TANAKA JASON & RAFFAELLI ROBB	3,328.80
188-0-293-195	SCALFARO FRANK T & MARLENE TR	3,328.80
188-0-293-205	ROSENBERGER DONALD L & MARY K	3,036.96
188-0-293-215	CAO CHARLES	3,328.80
188-0-293-225	JACKSON DENIS A & LESLI K	3,328.80
188-0-293-235	STEMBRIDGE SYDNEY R TR	3,328.80
188-0-293-245	COTSIS SOPHOCLES & CARLA R	3,328.80
188-0-293-255	SKUPIEN AARON A & TERESA A TR	3,328.80
188-0-293-265	HONG KHANH T & LYNN TR	3,036.96
188-0-293-275	APPLE HAL C & SOPHIA K TR	3,328.80
188-0-300-015	VAKOVSKY PATRICIA TR A	4,455.20
188-0-300-025	KELLEHER WILLIAM C & CARRIE TR	4,090.60
188-0-300-035	LITINETSKY YAKOV & MARIA	4,455.20
188-0-300-045	HABERSTROH ALFRED E-U L TR	4,455.20
188-0-300-055	LEE HWA I & LISA H	4,090.60
188-0-300-065	TODERAN DUANE F TR	4,455.20
188-0-300-075	KOH SANDRA S TR	4,090.60
188-0-300-085	COPPER DAVID M & SANCHEZ RICHARD E	4,455.20
188-0-300-095	GOLDMAN GARY N TR	4,455.20
188-0-300-105	GRAY GREGORY E & MARTIN JULIANNE Y	4,455.20
188-0-300-115	BEBOUT DANNY & JUDY	4,090.60
188-0-300-125	ERIKSSON LEONARD & KELLY E TR	4,455.20
188-0-300-135	BETHARDS JOHN D & TODD CYNTHIA A	4,455.20
188-0-300-145	SILVER OAK HOLDINGS LLC	4,455.20
188-0-300-155	MUNGCAL RENATO V & ELIZABETH O	4,090.60
188-0-300-165	HANCOCK DAVID	4,455.20
188-0-300-175	K J M FAMILY TR	4,455.20
188-0-300-185	SUSAN NODAR PER RES TR	4,455.20
188-0-300-195	MELLMAN LOU E & NATASHA TR	4,455.20
188-0-300-205	KOHAN BIJAN & SHIRIN	4,455.20
188-0-300-215	CHOPRA SANJIV & RENU M TR	4,090.60
188-0-300-225	HENRY DAVID A	4,455.20
188-0-300-235	KRAMER E-E TR	4,455.20
188-0-300-245	EKJ INVESTMENT REAL ESTATE	4,455.20

ATTACHMENT NO. 3
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
188-0-243-135	KHDRLARIAN ARUTYOUN	3,328.80
188-0-243-145	YANG CHIA Y & BECKY & YANG DAVID & L	3,036.96
188-0-243-155	CHALDRANIAN ARMEN TR	3,328.80
188-0-243-165	COSTANZO RALPH A & JANE	3,036.96
188-0-243-175	WU MARCO & WU MIRIAM	3,328.80
188-0-243-185	WOLF DAVID JR & SUN TONG	3,036.96
188-0-243-195	HYUN SUNG OK	3,328.80
188-0-243-205	MACK STANLEY D & ANDERSON DEBRA /	3,036.96
188-0-243-215	VON GUNTEN TRENT & HEATHER TR	3,328.80
188-0-243-225	FELICETTA JAMES V & SUSAN M	3,036.96
188-0-243-235	HIGGINS MICHAEL C & SHARON TR	3,328.80
188-0-243-245	FARRELL MICHAEL J & ROBINETT MEARA	3,328.80
188-0-243-255	DIAMOND HARVEY & MARTHA J	3,328.80
188-0-243-265	MUHLITNER BRET & ERIKA	3,036.96
188-0-243-275	SANTOS OMAR-R TR ET AL	3,328.80
188-0-243-285	SOLIS ELEAZAR	3,328.80
188-0-243-295	CHESLER RONALD B & LOIS S	3,036.96
188-0-243-305	CHANDLER GARY & CHERYL	3,328.80
188-0-244-015	BEAL RICHARD M & ELIZABETH H	3,839.78
188-0-244-025	KUSHEN KIRK S & LYNETTE TR	4,090.60
188-0-244-035	TANK EVELYN R & TANK DENNIS L	4,090.60
188-0-244-045	VON GUNTEN TRENT & HEATHER TR	4,090.60
188-0-244-055	KENDALL SHEILA S TR	3,839.78
188-0-244-065	FRIDRICH PAUL TR	3,839.78
188-0-244-075	SMITH ROBERT J & UI CHIN TR	4,090.60
188-0-244-085	KANETA LESTER H TR & KANETA MARIAN	4,090.60
188-0-244-095	LAKE JOHN W & SHEILA G TR	3,839.78
188-0-244-105	JLO PARTNERS LLC	4,090.60
188-0-244-115	COHN DOV & SHEILA E TR	3,839.78
188-0-244-125	CHOPRA RAJESHWAR & ANEETA	4,090.60
188-0-244-135	FLEMING FRED J & WENDY B TR	4,090.60
188-0-244-145	MUTHIAH MUTHUSAMY & RADHA U	3,839.78
188-0-244-155	MCGREW COLLEEN H TR ET AL	4,090.60
188-0-244-165	PARK JUM KYO MIN TR	4,090.60
188-0-244-175	ANDERSON PAUL R	4,090.60
188-0-244-185	EDRICK ALAN I	3,839.78
188-0-244-195	HERSON MICHAEL & PATRICIA TR	4,090.60
188-0-244-205	STRIKER RONALD S	4,090.60
188-0-244-215	ANTAKI J & MEDAWAR M TR	4,090.60
188-0-245-015	OPPENHEIM BRUCE-J HARRISON	3,839.78
188-0-245-025	BAINES RICHARD & FRANCES & 160 FULF	4,090.60
188-0-245-035	VICHIT-VADAKAN LIVING TR	4,090.60
188-0-245-045	RUBIN DAVID L & SHERI L TR	3,839.78
188-0-245-055	LIANG KAI L & DAPHNE D	4,090.60
188-0-245-065	FARRELL MICHAEL J & SUSAN	3,839.78
188-0-245-075	KAO YIN J & WEIWEI L TR	4,090.60
188-0-245-085	MALLOUK PAUL M & NATALIE A	3,839.78
188-0-245-095	GREENSTEIN IVY A TR	4,090.60
188-0-250-065	D R HORTON LA HOLDING CO	84,312.94
188-0-250-075	ROIC CALIFORNIA LLC	14,544.56
188-0-250-205	ROIC CALIFORNIA LLC LESSOR & DR HOF	622.74
188-0-250-225	ROIC CALIFORNIA LLC	10,870.42
188-0-250-285	ROIC CALIFORNIA LLC LESSOR & VONS C	33,750.30
188-0-260-035	BANNERMAN BRETT & DEBRA TR	4,455.20
188-0-260-045	FEINSTEIN JAMES R & GAYLE M	4,090.60
188-0-260-055	MEKPONGSATORN SURAPOL ET AL	4,455.20
188-0-260-065	HAYDEN KENNETH E & PATRICIA TR	4,090.60
188-0-260-075	RANDOM PROPERTIES LLC	4,455.20
188-0-260-085	BECKER MICHAEL A & TAMMELLA TR	4,455.20
188-0-260-095	BLOXBERG ROGER S TR	4,090.60
188-0-260-105	CLUPHF GEORGE & VONJA	4,090.60
188-0-260-115	SABOL WILLIAM L & DIANE E TR	4,455.20
188-0-260-125	GREENSTEIN IVY A TR	4,455.20
188-0-260-135	BRIGHT STAR TR	4,455.20
188-0-260-145	CERVANTES LAWRENCE & JUANA TR	4,090.60
188-0-271-015	GLATT MARTIN & TINA	3,813.68
188-0-300-255	EKJ INVESTMENT REAL ESTATE	4,455.20
188-0-300-265	DELEO RICHARD	4,455.20
188-0-300-275	FULLER RUSSELL E & JEANNIE G	4,455.20
188-0-300-285	HIRANAKA PAUL K & CHANA TR	4,090.60
188-0-300-295	KINNEY WILLIAM B & CHEN LILY L	4,455.20
188-0-300-305	SAMALYA MHAYSE G & TANJA	4,455.20
188-0-300-315	LEVIS JOSEPH R & MARY P	4,090.60
188-0-300-325	HONG DALE & GRACE C	4,455.20
188-0-300-335	GALLINOT GARY F & DEBRA J TR	4,455.20
188-0-300-345	LITINETSKY YAKOV & MARIA TR	4,090.60
188-0-300-355	PISARENKO CLAUDIA ET AL	4,455.20
188-0-300-365	KAYE IRV G	4,455.20
188-0-300-375	CIRILLO MICHAEL A & LUANNE A	4,455.20
188-0-300-385	EKJ INVESTMENT REAL ESTATE	4,455.20
188-0-300-395	HARRIS GLENN & GINA	4,455.20
188-0-300-405	FORSTER KEVIN & KIRKWOOD LYNNE	4,455.20
188-0-300-415	NI DAOSHING ET AL	4,455.20
188-0-300-425	YOUNG WINSTON B & JOANNE L TR	4,090.60
188-0-300-435	130 S MCCADDEN PL LLC	4,090.60
188-0-300-445	130 S MCCADDEN PL LLC	4,455.20
188-0-310-045	SEABRIDGE PARTNERS LP & SEABRIDGE	21,043.48
188-0-310-055	D R HORTON LA HOLDING CO	128,965.52
188-0-320-015	KOSHKAKARYAN ARUTYUN	1,919.88
188-0-320-025	BAUMWOHL DAVID S	2,379.58
188-0-320-035	SHUCK DAVID C & ELIZABETH A	1,919.88
188-0-320-045	SCHOCK MARK R & CHRISTINA W	1,919.88
188-0-320-055	KALLER STEVEN & JANET E	2,379.58
188-0-320-065	STEADMAN BRYAN L & CAROL A	1,919.88
188-0-320-075	HUGHES GREGG B	1,919.88
188-0-320-085	BUGBEE DAVID S & KRISTEN A	1,919.88
188-0-320-095	DERN GEORGE FAMILY TR	1,919.88
188-0-320-105	PARKER HERMAN	2,379.58
188-0-320-115	JAMES GERLD L & SUSAN J	1,919.88
188-0-320-125	KINCAID RALPH E & MARLENE L TR	1,919.88
188-0-320-135	FRISELLA JOHN & LINDA TR	2,379.58
188-0-320-145	NEFF JOE W & KAREN R	1,919.88
188-0-320-155	REID PHILIP & GLORIA A TR & REID JEFFR	1,919.88
188-0-320-165	O BRIEN VANESSA	2,379.58
188-0-320-175	BURT RICHARD A & VICKI R TR	1,919.88
188-0-320-185	ANDRE RICHARD A & PATRICIA TR	1,919.88
188-0-320-195	HARARY MARTIN K & FREIDA TR	2,379.58
188-0-320-205	HAAS WALTER & LYNETTE TR	1,919.88
188-0-320-215	THOMAS CLIVE L	1,919.88
188-0-320-225	COHEN STEPHEN C	1,919.88
188-0-320-235	ORMAN MICHAEL I & MARYANN TR	1,919.88
188-0-320-245	LUBETKIN JEFF N TR	2,379.58
188-0-320-255	SALKE TARANEH R IRREV FAM TR & ELZE	1,919.88
188-0-320-265	KAGAWA JON M & TERI L TR	1,919.88
188-0-320-275	AVANCENA JAIME L & ROSALINE TR	2,379.58
188-0-320-285	BARICKMAN PAUL & VIRGINIA A TR	1,919.88
188-0-320-295	REID JEFFREY & RIEKO	1,919.88
188-0-320-305	MARLUNA HOUSING LLC	2,379.58
188-0-320-315	BEACH EDNA R	1,919.88
188-0-320-325	JEWETT KEITH & ANAHID	1,919.88
188-0-320-335	MANLEY JOHN & SHARON	2,379.58
188-0-320-345	MATTHEWS ANTHONY	1,919.88
188-0-320-355	LEVENSTEIN KENNETH & DIANA TR	1,919.88
188-0-320-365	MASLO TED & JANINA TR	1,919.88
188-0-320-375	BAILEY JAMES R & JULIET L	1,919.88
188-0-320-385	BLOOM CHERISSE	2,379.58
188-0-320-395	SIEGEL LINDA Z	1,919.88
188-0-320-405	OPARIN ALEXANDER	1,919.88
188-0-320-415	JONES PHILIP G & BRENDA L TR	2,379.58
188-0-320-425	TERANISHI SARAH S	1,919.88
188-0-330-015	FELDEISEN JOSEPH G & BAYS SHARON S	1,919.88
188-0-330-025	KELLER DONNA M TR	2,379.58

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
188-0-271-025	ZARDOUZ BIJAN PENSION TR	3,328.80
188-0-271-035	CHANG CHIN & PENG SHAOMIN S	3,813.68
188-0-271-045	MI HORIZON LLC	3,813.68
188-0-271-065	MANION LAWRENCE & LEONOR TR	3,328.80
188-0-271-075	PASSALAQUA CHRISTOPHER-P	3,813.68
188-0-271-085	BASILE GAETANO	3,813.68
188-0-271-095	FLORES-SARUTTI RAUL E & MILLAN-FLOF	3,328.80
188-0-271-105	RHEE BONG K & SUNG O TR ET AL	3,813.68
188-0-271-115	TANAWONG NARONG & VICHAIRATTANA'	3,813.68
188-0-271-125	GAPPER ROBERT C & MARIKA I	3,813.68
188-0-271-135	DJ LIVING TRUST & JOE & DIANAS TRUST	3,328.80
188-0-271-145	FAITH WILLIAM E & MARTHA N	3,328.80
188-0-271-155	ODONELL SHIRLEY	3,813.68
188-0-271-165	MAAS ANTHONY R & PAMELA J	3,328.80
188-0-271-175	HUCKESTEIN WILLIMA & SHANNON	3,328.80
188-0-271-185	KALLEN HARVEY TR	3,813.68
188-0-271-195	CHEW GARY D & KIYOKO F	3,328.80
188-0-271-205	HADLOW JOHN W	3,813.68
188-0-271-215	KALLEN HARVEY TR	3,813.68
188-0-271-225	WHEAT ROBERT C TR	3,328.80
188-0-271-235	TURMELL MARK J & MARIYA	3,813.68
188-0-271-245	VASSANTACHART PRAKOB & HUSSADI	3,813.68
188-0-271-255	ABBOTT CRISPIN & LAURIE	3,328.80
188-0-271-265	HADLOW JOHN W	3,813.68
188-0-271-275	ROSEMAN STEVEN A & ROSEMAN EMILIA	3,328.80
188-0-271-285	YEH JOHN & GINA	3,813.68
188-0-271-295	MEYERS DAVID L & BARBARA J TR	3,813.68
188-0-272-015	REYNEVELD WILLY & KRISTI	4,455.20
188-0-272-025	HORTON GARY R & CARRIE M TR	4,455.20
188-0-272-035	CHATENEVER ROBERT & ARLEEN TR	4,090.60
188-0-272-045	REHDER RANDALL J & TERESA C TR	4,455.20
188-0-272-055	MOODY DONALD S & BERNICE TR	4,090.60
188-0-272-065	BEKERIAN SAMUEL I & HENAZ	4,455.20
188-0-272-075	GLOGOW ROBERT TR	4,090.60
188-0-272-085	MAYBERRY DELBERT N & CINDY M	4,455.20
188-0-272-095	WAKER LARRY & WALKER ALICE TR	4,455.20
188-0-272-105	DE ARRUDA GIOVANNA L Z	4,455.20
188-0-272-115	NADEL ROGER S & DEBORAH A TR	4,090.60
188-0-272-205	SEABRIDGE PARTNERS LP & SEABRIDGE	23,681.72
188-0-280-015	GONZALEZ ALFREDO	1,640.16
188-0-280-025	COHEN EVA	1,640.16
188-0-280-035	STRAUSER CHRISTOPHER L	1,919.88
188-0-280-045	OZDY ANDREW & DORE TR	1,640.16
188-0-280-055	FISHER CRAIG SR	1,640.16
188-0-280-065	DALL SCOTT R & DEBRA A	1,919.88
188-0-280-075	MCKEOWN JAMES P	1,919.88
188-0-280-085	DAVIS JAMES A & SHEILA R	1,919.88
188-0-280-095	JOAQUIN CHRISTOPHER D & DONNA	1,919.88
188-0-280-105	SCHWARTZ STEVEN J ET AL	1,640.16
188-0-280-115	KNEIZEH ESSA G & GEORGETTE TR	1,640.16
188-0-280-125	NISHINO ALAN K & AKIKO K	1,919.88
188-0-280-135	JOKANOVIC MIRKO D & ELIZABETH	1,640.16
188-0-280-145	WHITE JEFFREY R TR	1,640.16
188-0-280-155	TAYLOR RONALD D & MARY N	1,640.16
188-0-280-165	MALBON JEFFERSON M & MALBON PATR	1,640.16
188-0-280-175	PRICE TED & JUDY	1,919.88
188-0-280-185	SIMMONS WILLIAM J & BARBARA M	1,640.16
188-0-280-195	TRESIERRAS GLORIA J TR	1,640.16
188-0-280-205	LEVY GREG S & BRENDA S	1,919.88
188-0-280-215	GRIBBLE DEREK & ILEEN TR	1,919.88
188-0-280-225	HODGINS BRADLEY T & KATHY J	1,919.88
188-0-280-235	VORDALE DANIEL R & VORDALE DANIEL I	1,919.88
188-0-280-245	ROMINE SCOTT E & PENNY L TR	1,640.16
188-0-280-255	SULLIVAN JOSEPH L TR	1,640.16
188-0-280-265	DEPENBROK KIM K SEP PROP TR	1,919.88
188-0-280-275	ZIEMBA ADOLPH J JR & DENISE TR	1,640.16
188-0-330-035	BYRD BRENT A & KAREN S	1,919.88
188-0-330-045	CHANG JEFFREY K	1,919.88
188-0-330-055	CURTIS ALAN E & MARY E	2,379.58
188-0-330-065	YARBROW SYLVIE & YARBROW BRITTANY	1,919.88
188-0-330-075	YABLAN KEVIN F & BARBARA J TR	1,919.88
188-0-330-085	SOROKA EUGENE & KARINA	1,919.88
188-0-330-095	BRENNER TERRY & DENZEL	1,919.88
188-0-330-105	VOSSEN BART	2,379.58
188-0-330-115	HARTLAND PROPERTIES LP	1,919.88
188-0-330-125	GONG RE HOLDINGS LLC	1,919.88
188-0-330-135	QUINLAN JAMES H & JACQUELINE L	2,379.58
188-0-330-145	GOODMAN DANIEL C & HELENE L	1,919.88
188-0-330-155	CONTIS JANE L TR	1,919.88
188-0-330-165	PENA ROBERT L & PILAR Y TR	2,379.58
188-0-330-175	VASSANTACHART PRAKOB & HASSADI	1,919.88
188-0-330-185	JABBARI KAMRAN & DEBRA G TR	1,919.88
188-0-330-195	COLE CHARLES D TR & COLE MARJORIE I	2,379.58
188-0-330-205	ROSSO NORBERTO & BEATRICE	1,919.88
188-0-330-215	ROBERTSON HEIDI W TR	1,919.88
188-0-330-225	RODRIGUES DAVID S & ROBERTA	1,919.88
188-0-330-235	CRAFT CAROL A TR	1,919.88
188-0-330-245	SEDLAK BURTON H & ARLENE AB TR	2,379.58
188-0-330-255	COLAK MUSTAFA & DENISE	1,919.88
188-0-330-265	HEATON NELSINE P	1,919.88
188-0-330-275	ANDERSON ROBERT D & GAYLENE TR	2,379.58
188-0-330-285	TAYLOR BILL & ABRAHAM J J TR	1,919.88
188-0-330-295	BRAUN DOUGLAS J & ARLENE M TR	1,919.88
188-0-330-305	NISENSON STANLEY & BEVERLY TR	2,379.58
188-0-330-315	OLESON ROBERT C & KATHLEEN G	1,919.88
188-0-330-325	WALKER JOHN T & BELLE B	1,919.88
188-0-330-335	ERIKSSON LEONARD & KELLY E TR	2,379.58
188-0-330-345	ZAREBA VIRGINIA TR	1,919.88
188-0-330-355	SEARLE HOWARD & THELMA TR	1,919.88
188-0-330-365	RENZI FRANK A & MARY A TR	1,919.88
188-0-330-375	PONIK WAYNE D & PATRICIA A TR	1,919.88
188-0-330-385	KING EUGENE T & LANI	2,379.58
188-0-330-395	RODRIGUEZ CATHERINE D	1,919.88
188-0-330-405	COOPER SCOTT & GEENA	1,919.88
188-0-330-415	ORLIKOFF MICHAEL TR	2,379.58
188-0-330-425	FANGMAN MICHAEL P TR	1,919.88
188-0-340-015	MATTINA JOHN C & KENDALL E	2,379.58
188-0-340-025	BALDINGER ALLAN L & ANNE M	1,919.88
188-0-340-035	KRAUSE RONALD V & MARIANNE	1,919.88
188-0-340-045	GERGES RAMEZ & MARY	2,379.58
188-0-340-055	LOWE LOUIS T & AVIS L TR	1,919.88
188-0-340-065	WITKOWSKI ROBERT S & MONA M	1,919.88
188-0-340-075	SEGUNDO AGOURA BEACH LLC	2,379.58
188-0-340-085	VALAZZA LINDA E TR	1,919.88
188-0-340-095	MINDESS RALPH W TR	1,919.88
188-0-340-105	MINTZ GARY A & JANE H	2,379.58
188-0-340-115	BRION ALGER L & MARIA G TR	1,919.88
188-0-340-125	EKEBERG ERIC E & ELIZABETH J	1,919.88
188-0-340-135	SCHEER ALBERTA B SURV TR	1,919.88
188-0-340-145	MCGUIRE RICHARD W & LAURA	1,919.88
188-0-340-155	CARLOZZI MARK & DIANA M	2,379.58
188-0-340-165	DAVIS JOHN E & VALERIE L TR	1,919.88
188-0-340-175	MARTIN ALLEN & PAULA	1,919.88
188-0-340-185	CASSANEGO MICHAEL & LINDA TR	2,379.58
188-0-340-195	STRONG TREVOR J & ROSET TR	1,919.88
188-0-340-205	D M A HOLDINGS LP	1,919.88
188-0-340-215	HANDLERS MICHAEL D TR & HANDLERS B	2,379.58
188-0-340-225	GREY HOWARD & MARCIA TR	1,919.88
188-0-340-235	GROSSMAN GLENN D & DEENA R TR	1,919.88
188-0-340-245	STEINBERG STANLEY & STEINBERG-ASHI	2,379.58
188-0-340-255	MCELVANT DANIEL S & JENNIFER	1,919.88
188-0-340-265	HOLGUIN GUADALUPE R	1,919.88

ATTACHMENT NO. B
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
188-0-280-285	WIGGINS BRIAN S & ANGIE TR	1,640.16
188-0-280-295	MARTINEZ JOE III	1,640.16
188-0-280-305	SHEN YONG & LIU BENJAMIN	1,640.16
188-0-280-315	LEE DAVID D & STEPHANIE H	1,919.88
188-0-280-325	SEXTON PAULINE B TR	1,640.16
188-0-280-335	CARR LEWIS C & JOAN W	1,640.16
188-0-280-345	SMITH JAMES W & DARLENE TR	1,919.88
188-0-280-355	SHARPE KRISTIN J	1,919.88
188-0-280-365	HILDEBRAND FREDERICK-V TR	1,919.88
188-0-280-375	CLAYTON MORGAN E & GLORIA A TR	1,919.88
188-0-280-385	MADERA CARDINAL PROP LLC	1,640.16
188-0-280-395	HUNT ROGER S & ANITA M	1,640.16
188-0-280-405	KURRASCH-JACOBSON ANNE L	1,919.88
188-0-280-415	JOKANOVIC MIRKO & ELIZABETH	1,640.16
188-0-280-425	YAMAKA MARK S & AILENE	1,640.16
188-0-280-435	WU DAVID C	1,640.16
188-0-280-445	STUART DAVID M & ANNE M TR	1,640.16
188-0-280-455	SCOTT SAMANTHA D ET AL	1,919.88
188-0-280-465	JAMAL NICOLE	1,640.16
188-0-280-475	MITCHELL GEORGE	1,640.16
188-0-280-485	GRIBBLE DEREK & ILEEN TR	1,919.88
188-0-280-495	COTSIS SOPHOCLES & CARLA R	1,919.88
188-0-280-505	SIMMONS SANDRA J	1,919.88
188-0-280-515	SPRINGER SCOTT A & ANN E	1,919.88
188-0-280-525	BROOKLEY JESS G & DEBORAH D	1,640.16
188-0-280-535	KING PAUL M TR	1,640.16
188-0-280-545	TOLLER GARY D & APRIL K	1,919.88
188-0-280-555	NEER ROBERT E II & MORSE PAUL C	1,640.16
188-0-280-565	ARIAZ DAVID & ELITA	1,640.16
188-0-291-025	ROBERTSON HAROLD & DIANA TR	4,455.20
188-0-291-035	MEYERS DAVID L & BARBARA J TR	4,455.20
188-0-291-045	GERLACH DANIEL J TR	4,455.20
188-0-291-055	KUMMER BERNARD & PARNIAN TR	4,455.20
188-0-291-065	HUCKESTEIN DIETER & CECILIA TR	4,455.20
188-0-291-075	STEVENS KATHLEEN M TR	4,090.60
188-0-291-085	FEINSTEIN JAMES R & GAYLE M TR	4,455.20
188-0-291-095	RASMUSSEN CHARLES A-P J TR	4,455.20
188-0-291-105	WALI DEEPIKA	4,455.20
188-0-291-115	HSH TR	4,455.20
188-0-291-125	ELHOUTY KAMIES	4,455.20
188-0-291-135	BLAICH JACOB & ESTHER TR	4,455.20
188-0-291-145	BERNSTEIN SCOTT D TR	4,090.60
188-0-291-155	RIZZOTTI ANTHONY B & DASCALOS JANE	4,455.20
188-0-291-165	KALLEN HARVEY	4,455.20
188-0-291-175	KALLEN HARVEY	4,455.20
188-0-291-185	GORDON ROBERT W & LISA TR	4,090.60
188-0-292-015	NEVITT JEFFREY D & ANTOINETTE	3,328.80
188-0-292-025	NEWMARK REBECCA A	3,036.96
188-0-292-035	DEGNER DONALD L & GLADYS M TR	3,328.80
188-0-292-045	BIERMAN ARTHUR W JR TR	3,328.80
188-0-292-055	JUELS SHIRLEY A	3,328.80
188-0-340-275	KADO RONALD A & CYNTHIA S TR	1,919.88
188-0-340-285	SREDEN BARRY & MAXINE TR	1,919.88
188-0-340-295	MARCUS LANCE E & MARGARET TR	2,379.58
188-0-340-305	KAIFER DUANE & SHEILA	1,919.88
188-0-340-315	PATEL MAYUR N & JYOTIKA M TR	1,919.88
188-0-340-325	CASSIER MARTIN B	2,379.58
188-0-340-335	CHANSUE EKKTET & WANIDA	1,919.88
188-0-340-345	HOPKINS GARY J & MARY R	1,919.88
188-0-340-355	ZIEMBA ADOLPH JR & DENISE TR	2,379.58
188-0-340-365	ALBERT NABIL & MAGDA N	1,919.88
188-0-340-375	SLAGEL BRIAN	1,919.88
188-0-340-385	GONG GORDON & LILIAN	2,379.58
188-0-340-395	SVATKO JAMES E & PERATT KAREN L	1,919.88
188-0-340-405	TREVINO ROBERT M & CATHY N TR	1,919.88
188-0-340-415	SMIDDERKS GARY & MARY	1,919.88
188-0-340-425	CASSIRER FRANCIS C TR	1,919.88
188-0-350-065	PINA FERDINAND A	1,382.80
188-0-350-075	JAMES JONATHAN M	1,640.16
188-0-350-085	RASMUSSEN JAMES S & JEANNE T	1,640.16
188-0-350-095	ROSE HUGH & DONNA	1,640.16
188-0-350-105	HOLLAND-SIE TR	1,640.16
188-0-350-115	BERGER ROBERT B	1,382.80
188-0-350-125	SALAZAR EDGAR R	1,382.80
188-0-350-135	BJELKE JANET C TR	1,640.16
188-0-350-145	HERNANDEZ DEXTER A	1,640.16
188-0-350-155	BARKER GARRY T-F RACHEL TR	1,640.16
188-0-350-165	FILICE GARY W & DEBORAH A TR	1,640.16
188-0-350-175	CONSTANTINO RICK D & KATHY TR	1,382.80
188-0-350-235	ARIAZ A & PASTORELO ARIAZ E TR	1,919.88
188-0-350-245	DZIAK KRISTINE	1,640.16
188-0-350-255	CORTEZ ALEJANDRO & CORTEZ MARIBEL	1,919.88
188-0-350-265	CLEMONS SAMUEL & CLEMONS PATRICK	1,919.88
188-0-350-275	SARMIENTO MARIA J	1,919.88
188-0-350-285	BUTLER ROBERT A	1,919.88
188-0-350-295	HARRYMAN RENEE	1,640.16
188-0-350-305	GOSS ABIGAIL	1,640.16
188-0-350-315	PERLINE MARC N & ANA C	1,919.88
188-0-350-325	SHIMADA HIROYUKI TR & AOYAMA CHISA	1,919.88
188-0-350-335	WOLF BERNICE E TR	1,919.88
188-0-350-345	FILICE GARY W & DEBORAH A TR	1,919.88
188-0-350-355	DIAMOND HARVEY & MARTHA J	1,640.16
188-0-350-365	POTTS JEREMY R	1,919.88
188-0-350-375	CORTEZ CARLOS M	1,382.80
188-0-350-385	O KEEFFE P & YOUNG SANDRA TR	1,382.80
188-0-350-395	CHANJAMSRI SOUN & WIMOL	1,382.80
188-0-350-405	PFEIFER DANIEL E TR	1,382.80
188-0-350-415	HOMETOWN VENTURES LLC	1,640.16
188-0-350-425	SHARIF MOHAMMED & TARANEH	1,919.88
188-0-350-435	KREBS GEORGE	1,919.88
188-0-350-445	FLORES ERNESTO R & RENTERIA BARBAI	1,919.88
188-0-350-455	WOLPERT-MALDONADO TR	1,919.88
Total	498 Parcels	$1,745,437.50

ATTACHMENT NO. 3
PAGE 10 OF 12

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I, DANIEL MARTINEZ, City Clerk of the City Council of the City of Oxnard, do hereby certify that the above and foregoing is a full, true and correct copy of RESOLUTION NO. _____ of said City Council, and that the same has not been amended or repealed.

DATED: _____, 2015

_____
City Clerk of the City Council of the City of Oxnard

(SEAL)

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 4 (SEABRIDGE AT MANDALAY BAY) OF THE CITY OF OXNARD AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 4 (SEABRIDGE AT MANDALAY BAY) FOR THE FISCAL YEAR 2015-2016

WHEREAS, the City Council of the City of Oxnard (the "City") previously established Community Facilities District No. 4 (Seabridge at Mandalay Bay) of the City of Oxnard ("CFD No. 4") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the "Act"); and

WHEREAS, the City Council of the City, acting as the legislative body of CFD No. 4, is authorized pursuant to Resolution No. 12,739 (the "Resolution of Formation") and Ordinance No. 2677 adopted by the City Council on December 14, 2004, (the "Ordinance") to levy a special tax sufficient to pay certain costs of the Services and Incidental Expenses (as defined in the Resolution of Formation); and

WHEREAS, it is now necessary and appropriate that this City Council provide for the levy and collection of the special taxes for the Fiscal Year 2015-2016 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the assessments are in conformance with Proposition 218; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 4 (SEABRIDGE AT MANDALAY BAY), DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. The special tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

SECTION 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2015-2016 at the special tax rates set forth in the report prepared by NBS Government Finance Group for CFD No. 4 entitled "City of Oxnard Community Facilities District No. 4 (Seabridge at Mandalay Bay) Fiscal Year 2015-2016 Levy" (the "Report") attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 4
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
188-0-241-015	NEWMAN DAVID J & LAURA Z	$2,229.04
188-0-241-025	FOSTER WENDY J TR	2,229.04
188-0-241-035	KEEN LORRIE L D TR ET AL	2,037.10
188-0-241-045	CHOW MARVIN & JULIA L TR	2,229.04
188-0-241-055	BARNES ROBERT K & JOAN M TR	2,229.04
188-0-241-065	SILLEN CONNIE L TR	2,229.04
188-0-241-075	HAY JOEL W TR & KATOUZI TOUBI TR	2,229.04
188-0-241-085	HAY JOEL W & KATOUZI TOUBI TR	2,229.04
188-0-241-095	FABIAN DAVID A & BEVINS-FABIAN BARB/	2,229.04
188-0-241-105	CHAPPELL ROBERT B & ROXANA A	2,229.04
188-0-241-115	CHANCER JOSHUA B & MIA M V	2,229.04
188-0-241-125	LEBOEUF OSCAR W JR & BES MARIA D	2,037.10
188-0-241-135	MOY KENNETH L & PATRICIA S TR	2,229.04
188-0-241-145	CULOTTA JOHN M TR	2,037.10
188-0-241-155	NEUMANN CHARLES P & KAY F	2,229.04
188-0-241-165	MA SHIRLEY M & MA QUEN Y	2,229.04
188-0-241-175	LAMBERT MICHAEL R & LISA R TR	2,229.04
188-0-241-185	SHIN MYONG C & EUN S & SHIN JENNIFEI	2,037.10
188-0-241-195	WILLIAMS TEMPLE W III TR & FINKLE CYN	2,229.04
188-0-241-205	FRIEDMAN SHIRIN	2,037.10
188-0-241-215	KIRSHTNER ERNEST R TR	2,229.04
188-0-241-225	BAILEY DALE H & DOROTHY J	2,229.04
188-0-241-235	RAND STEVEN B & DONNA M L	2,229.04
188-0-241-245	WALLENGREN CHERYL A TR	2,037.10
188-0-241-255	NIELSEN STEVEN B & LINDA C TR	2,229.04
188-0-241-265	AHLQUIST RONALD & CONSTANCE	2,037.10
188-0-241-275	LAM RAYMOND L & JUNE W TR	2,037.10
188-0-241-285	WILSON GRAHAM R & JUNE R TR	2,229.04
188-0-242-015	VASSANTACHART PRAKOB B-H S	2,037.10
188-0-242-025	REIMERS JOHN W & CYNTHIA J	2,229.04
188-0-242-035	CHATENEVER ROBERT & ARLEEN TR	2,037.10
188-0-242-045	ZAKS STANLEY J & VIVIAN C TR	2,229.04
188-0-242-055	JARRETT CARL R & JANICE L TR	2,229.04
188-0-242-065	CAEN HERVE	2,229.04
188-0-242-075	SHIN DO B & YEONG H TR	2,037.10
188-0-242-085	TOLMACHOFF WAYNE & DIANA TR	2,229.04
188-0-242-095	GOMEZ WILLIAM A & CANDICE M	2,229.04
188-0-242-105	WEISER ISAAC & MARGARET TR	2,229.04
188-0-242-115	BARKER HOMESTEAD LLC	2,229.04
188-0-242-125	ROMINGER RICHARD S	2,037.10
188-0-242-135	LEVY ITAMAR	2,229.04
188-0-242-145	KIM GORDON & SUZANNE ET AL	2,229.04
188-0-242-155	GERSTEL MARC J & CLARICE	2,229.04
188-0-242-165	HUCKESTEIN GORDON	2,037.10
188-0-242-175	SALPERTO ANDREW & WESNER-SALPER	2,229.04
188-0-242-185	MORENO GEORGE & EILEEN TR	2,037.10
188-0-242-195	CLAGGETT MICHAEL A & LISA M	2,229.04
188-0-242-205	TROWBRIDGE JERRY W & KAREN TR	2,037.10
188-0-242-215	SINGH PARMJIT D	2,229.04
188-0-242-225	ZHANG JUSTIN ET AL	2,229.04
188-0-242-235	ENGELHARDT JOHN C & MARY K	2,037.10
188-0-242-245	KIM SANG W & MYUNG H TR	2,037.10
188-0-242-255	ALVAREZ JOHN A & JULIE E	2,229.04
188-0-242-265	AART LLC	2,229.04
188-0-242-275	COOLEY MARK H JR & DIANA D TR	2,037.10
188-0-242-285	LIMA WINSTON & SALLY	2,229.04
188-0-243-015	SMITH SCOTT R & TANYA K	2,037.10
188-0-243-025	BALDWIN ROBERT JR & JANICE TR	2,229.04
188-0-243-035	SLAVIN NEIL M	2,037.10
188-0-243-045	BURUM JEFFREY D	2,229.04
188-0-243-055	ROUSS JEFFREY L & SYLVIA A	2,229.04
188-0-243-065	LIU JIM & HONG	2,229.04
188-0-243-075	JONES JOAN	2,037.10
188-0-243-085	MUNSON ARTHUR H & ROBIN F	2,229.04
188-0-243-095	MCDERMED RICHARD W & AMAKI JULIA A	2,229.04
188-0-243-105	SAVETSILA TAI	2,229.04
188-0-292-055	JUELS SHIRLEY A	$2,229.04
188-0-292-065	ROSCH GEORGE W III & JOANNA TR	2,037.10
188-0-292-075	RIVERA DIEGO E	2,229.04
188-0-292-085	PAUL BRYAN	2,229.04
188-0-292-095	G-J BRIERLEY TR	2,037.10
188-0-292-105	SUMMERS FRANKIE	2,229.04
188-0-292-115	WILCOX BRIAN L & HOLLEY-WILCOX PAME	2,037.10
188-0-292-125	PATTON PATRICK S & LISA L	2,229.04
188-0-292-135	FISS MICHAEL S & KRISTEN H TR	2,229.04
188-0-292-145	DIAMOND ALAN & MELANIE	2,229.04
188-0-292-155	BOLDT CARL R JR	2,229.04
188-0-292-165	PRILLHART KIMBERLY L TR	2,037.10
188-0-292-175	FRISELLA CHRIS & NAOMI W	2,229.04
188-0-292-185	TERRANOVA JOSEPH T & SHARON TR	2,229.04
188-0-292-195	FOSTER DAVID & GEORGIA & HALE CELES	2,229.04
188-0-292-205	MCINALLY THOMAS C & LAUREN TR	2,229.04
188-0-293-015	LE QUAN T	2,037.10
188-0-293-025	SARKAR APARNA	2,229.04
188-0-293-035	ORTMANN DALE	2,229.04
188-0-293-045	ZARDOUZ BIJAN & NIAZMAND M TR	2,037.10
188-0-293-055	ORTMANN DALE A	2,229.04
188-0-293-065	ARENSON CAROL TR	2,229.04
188-0-293-075	HOLLER JOHN J & GERI A	2,229.04
188-0-293-085	HALVERSON WILLIAM & MARIA	2,037.10
188-0-293-095	NEWBY TODD D & MARIANNE	2,229.04
188-0-293-105	FARRELL MICHAEL & KAREN	2,229.04
188-0-293-115	KENNEDY GREGORY L	2,037.10
188-0-293-125	SCHNEIDER HAROLD N & MARSHA C	2,229.04
188-0-293-135	RANSHAW MICHAEL E & SHARON	2,229.04
188-0-293-145	BREA CARLOS & PATRICIA A	2,037.10
188-0-293-155	SCHULTZ LEO TR	2,229.04
188-0-293-165	ZARDOUZ BIJAN & NIAZMAND M TR	2,229.04
188-0-293-175	REBER GEORGE W JR & NORMA TR	2,229.04
188-0-293-185	TANAKA JASON & RAFFAELLI ROBB	2,229.04
188-0-293-195	SCALFARO FRANK T & MARLENE TR	2,229.04
188-0-293-205	ROSENBERGER DONALD L & MARY K	2,037.10
188-0-293-215	CAO CHARLES	2,229.04
188-0-293-225	JACKSON DENIS A & LESLI K	2,229.04
188-0-293-235	STEMBRIDGE SYDNEY R TR	2,229.04
188-0-293-245	COTSIS SOPHOCLES & CARLA R	2,229.04
188-0-293-255	SKUPIEN AARON A & TERESA A TR	2,229.04
188-0-293-265	HONG KHANH T & LYNN TR	2,037.10
188-0-293-275	APPLE HAL C & SOPHIA K TR	2,229.04
188-0-300-015	VAKOVSKY PATRICIA TR A	2,971.44
188-0-300-025	KELLEHER WILLIAM C & CARRIE TR	2,731.52
188-0-300-035	LITINETSKY YAKOV & MARIA	2,971.44
188-0-300-045	HABERSTROH ALFRED E-U L TR	2,971.44
188-0-300-055	LEE HWA I & LISA H	2,731.52
188-0-300-065	TODERAN DUANE F TR	2,971.44
188-0-300-075	KOH SANDRA S TR	2,731.52
188-0-300-085	COPPER DAVID M & SANCHEZ RICHARD E	2,971.44
188-0-300-095	GOLDMAN GARY N TR	2,971.44
188-0-300-105	GRAY GREGORY E & MARTIN JULIANNE Y	2,971.44
188-0-300-115	BEBOUT DANNY & JUDY	2,731.52
188-0-300-125	ERIKSSON LEONARD & KELLY E TR	2,971.44
188-0-300-135	BETHARDS JOHN D & TODD CYNTHIA A	2,971.44
188-0-300-145	SILVER OAK HOLDINGS LLC	2,971.44
188-0-300-155	MUNGCAL RENATO V & ELIZABETH O	2,731.52
188-0-300-165	HANCOCK DAVID	2,971.44
188-0-300-175	K J M FAMILY TR	2,971.44
188-0-300-185	SUSAN NODAR PER RES TR	2,971.44
188-0-300-195	MELLMAN LOU E & NATASHA TR	2,971.44
188-0-300-205	KOHAN BIJAN & SHIRIN	2,971.44
188-0-300-215	CHOPRA SANJIV & RENU M TR	2,731.52
188-0-300-225	HENRY DAVID A	2,971.44
188-0-300-235	KRAMER E-E TR	2,971.44

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 4
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
188-0-243-115	PHILLIPS PAUL P & BARBARA R	2,229.04
188-0-243-125	SADDIK GEORGE N & MARIA S	2,037.10
188-0-243-135	KHDRLARIAN ARUTYOUN	2,229.04
188-0-243-145	YANG CHIA Y & BECKY & YANG DAVID & L	2,037.10
188-0-243-155	CHALDRANIAN ARMEN TR	2,229.04
188-0-243-165	COSTANZO RALPH A & JANE	2,037.10
188-0-243-175	WU MARCO & WU MIRIAM	2,229.04
188-0-243-185	WOLF DAVID JR & SUN TONG	2,037.10
188-0-243-195	HYUN SUNG OK	2,229.04
188-0-243-205	MACK STANLEY D & ANDERSON DEBRA /	2,037.10
188-0-243-215	VON GUNTEN TRENT & HEATHER TR	2,229.04
188-0-243-225	FELICETTA JAMES V & SUSAN M	2,037.10
188-0-243-235	HIGGINS MICHAEL C & SHARON TR	2,229.04
188-0-243-245	FARRELL MICHAEL J & ROBINETT MEARA	2,229.04
188-0-243-255	DIAMOND HARVEY & MARTHA J	2,229.04
188-0-243-265	MUHLITNER BRET & ERIKA	2,037.10
188-0-243-275	SANTOS OMAR-R TR ET AL	2,229.04
188-0-243-285	SOLIS ELEAZAR	2,229.04
188-0-243-295	CHESLER RONALD B & LOIS S	2,037.10
188-0-243-305	CHANDLER GARY & CHERYL	2,229.04
188-0-244-015	BEAL RICHARD M & ELIZABETH H	2,565.84
188-0-244-025	KUSHEN KIRK S & LYNETTE TR	2,731.52
188-0-244-035	TANK EVELYN R & TANK DENNIS L	2,731.52
188-0-244-045	VON GUNTEN TRENT & HEATHER TR	2,731.52
188-0-244-055	KENDALL SHEILA S TR	2,565.84
188-0-244-065	FRIDRICH PAUL TR	2,565.84
188-0-244-075	SMITH ROBERT J & UI CHIN TR	2,731.52
188-0-244-085	KANETA LESTER H TR & KANETA MARIAN	2,731.52
188-0-244-095	LAKE JOHN W & SHEILA G TR	2,565.84
188-0-244-105	JLO PARTNERS LLC	2,731.52
188-0-244-115	COHN DOV & SHEILA E TR	2,565.84
188-0-244-125	CHOPRA RAJESHWAR & ANEETA	2,731.52
188-0-244-135	FLEMING FRED J & WENDY B TR	2,731.52
188-0-244-145	MUTHIAH MUTHUSAMY & RADHA U	2,565.84
188-0-244-155	MCGREW COLLEEN H TR ET AL	2,731.52
188-0-244-165	PARK JUM KYO MIN TR	2,731.52
188-0-244-175	ANDERSON PAUL R	2,731.52
188-0-244-185	EDRICK ALAN I	2,565.84
188-0-244-195	HERSON MICHAEL & PATRICIA TR	2,731.52
188-0-244-205	STRIKER RONALD S	2,731.52
188-0-244-215	ANTAKI J & MEDAWAR M TR	2,731.52
188-0-245-015	OPPENHEIM BRUCE-J HARRISON	2,565.84
188-0-245-025	BAINES RICHARD & FRANCES & 160 FULF	2,731.52
188-0-245-035	VICHIT-VADAKAN LIVING TR	2,731.52
188-0-245-045	RUBIN DAVID L & SHERI L TR	2,565.84
188-0-245-055	LIANG KAI L & DAPHNE D	2,731.52
188-0-245-065	FARRELL MICHAEL J & SUSAN	2,565.84
188-0-245-075	KAO YIN J & WEIWEI L TR	2,731.52
188-0-245-085	MALLOUK PAUL M & NATALIE A	2,565.84
188-0-245-095	GREENSTEIN IVY A TR	2,731.52
188-0-250-065	D R HORTON LA HOLDING CO	57,062.12
188-0-250-075	ROIC CALIFORNIA LLC	9,829.18
188-0-250-205	ROIC CALIFORNIA LLC LESSOR & DR HOF	420.86
188-0-250-225	ROIC CALIFORNIA LLC	7,346.22
188-0-250-285	ROIC CALIFORNIA LLC LESSOR & VONS C	22,808.36
188-0-260-035	BANNERMAN BRETT & DEBRA TR	2,971.44
188-0-260-045	FEINSTEIN JAMES R & GAYLE M	2,731.52
188-0-260-055	MEKPONGSATORN SURAPOL ET AL	2,971.44
188-0-260-065	HAYDEN KENNETH E & PATRICIA TR	2,731.52
188-0-260-075	RANDOM PROPERTIES LLC	2,971.44
188-0-260-085	BECKER MICHAEL A & TAMMELLA TR	2,971.44
188-0-260-095	BLOXBERG ROGER S TR	2,731.52
188-0-260-105	CLUPHF GEORGE & VONJA	2,731.52
188-0-260-115	SABOL WILLIAM L & DIANE E TR	2,971.44
188-0-260-125	GREENSTEIN IVY A TR	2,971.44
188-0-260-135	BRIGHT STAR TR	2,971.44
188-0-300-245	EKJ INVESTMENT REAL ESTATE	2,971.44
188-0-300-255	EKJ INVESTMENT REAL ESTATE	2,971.44
188-0-300-265	DELEO RICHARD	2,971.44
188-0-300-275	FULLER RUSSELL E & JEANNIE G	2,971.44
188-0-300-285	HIRANAKA PAUL K & CHANA TR	2,731.52
188-0-300-295	KINNEY WILLIAM B & CHEN LILY L	2,971.44
188-0-300-305	SAMALYA MHAYSE G & TANJA	2,971.44
188-0-300-315	LEVIS JOSEPH R & MARY P	2,731.52
188-0-300-325	HONG DALE & GRACE C	2,971.44
188-0-300-335	GALLINOT GARY F & DEBRA J TR	2,971.44
188-0-300-345	LITINETSKY YAKOV & MARIA TR	2,731.52
188-0-300-355	PISARENKO CLAUDIA ET AL	2,971.44
188-0-300-365	KAYE IRV G	2,971.44
188-0-300-375	CIRILLO MICHAEL A & LUANNE A	2,971.44
188-0-300-385	EKJ INVESTMENT REAL ESTATE	2,971.44
188-0-300-395	HARRIS GLENN & GINA	2,971.44
188-0-300-405	FORSTER KEVIN & KIRKWOOD LYNNE	2,971.44
188-0-300-415	NI DAOSHING ET AL	2,971.44
188-0-300-425	YOUNG WINSTON B & JOANNE L TR	2,731.52
188-0-300-435	130 S MCCADDEN PL LLC	2,731.52
188-0-300-445	130 S MCCADDEN PL LLC	2,971.44
188-0-310-045	SEABRIDGE PARTNERS LP & SEABRIDGE	14,221.14
188-0-310-055	D R HORTON LA HOLDING CO	87,622.98
188-0-320-015	KOSHKAKARYAN ARUTYUN	1,301.02
188-0-320-025	BAUMWOHL DAVID S	1,603.42
188-0-320-035	SHUCK DAVID C & ELIZABETH A	1,301.02
188-0-320-045	SCHOCK MARK R & CHRISTINA W	1,301.02
188-0-320-055	KALLER STEVEN & JANET E	1,603.42
188-0-320-065	STEADMAN BRYAN L & CAROL A	1,301.02
188-0-320-075	HUGHES GREGG B	1,301.02
188-0-320-085	BUGBEE DAVID S & KRISTEN A	1,301.02
188-0-320-095	DERN GEORGE FAMILY TR	1,301.02
188-0-320-105	PARKER HERMAN	1,603.42
188-0-320-115	JAMES GERLD L & SUSAN J	1,301.02
188-0-320-125	KINCAID RALPH E & MARLENE L TR	1,301.02
188-0-320-135	FRISELLA JOHN & LINDA TR	1,603.42
188-0-320-145	NEFF JOE W & KAREN R	1,301.02
188-0-320-155	REID PHILIP & GLORIA A TR & REID JEFFR	1,301.02
188-0-320-165	O BRIEN VANESSA	1,603.42
188-0-320-175	BURT RICHARD A & VICKI R TR	1,301.02
188-0-320-185	ANDRE RICHARD A & PATRICIA TR	1,301.02
188-0-320-195	HARARY MARTIN K & FREIDA TR	1,603.42
188-0-320-205	HAAS WALTER & LYNETTE TR	1,301.02
188-0-320-215	THOMAS CLIVE L	1,301.02
188-0-320-225	COHEN STEPHEN C	1,301.02
188-0-320-235	ORMAN MICHAEL I & MARYANN TR	1,301.02
188-0-320-245	LUBETKIN JEFF N TR	1,603.42
188-0-320-255	SALKE TARANEH R IRREV FAM TR & ELZE	1,301.02
188-0-320-265	KAGAWA JON M & TERI L TR	1,301.02
188-0-320-275	AVANCENA JAIME L & ROSALINE TR	1,603.42
188-0-320-285	BARICKMAN PAUL & VIRGINIA A TR	1,301.02
188-0-320-295	REID JEFFREY & RIEKO	1,301.02
188-0-320-305	MARLUNA HOUSING LLC	1,603.42
188-0-320-315	BEACH EDNA R	1,301.02
188-0-320-325	JEWETT KEITH & ANAHID	1,301.02
188-0-320-335	MANLEY JOHN & SHARON	1,603.42
188-0-320-345	MATTHEWS ANTHONY	1,301.02
188-0-320-355	LEVENSTEIN KENNETH & DIANA TR	1,301.02
188-0-320-365	MASLO TED & JANINA TR	1,301.02
188-0-320-375	BAILEY JAMES R & JULIET L	1,301.02
188-0-320-385	BLOOM CHERISSE	1,603.42
188-0-320-395	SIEGEL LINDA Z	1,301.02
188-0-320-405	OPARIN ALEXANDER	1,301.02
188-0-320-415	JONES PHILIP G & BRENDA L TR	1,603.42
188-0-320-425	TERANISHI SARAH S	1,301.02
188-0-330-015	FELDEISEN JOSEPH G & BAYS SHARON S	1,301.02

ATTACHMENT NO. 2
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 4
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
188-0-260-145	CERVANTES LAWRENCE & JUANA TR	2,731.52
188-0-271-015	GLATT MARTIN & TINA	2,548.62
188-0-271-025	ZARDOUZ BIJAN PENSION TR	2,229.04
188-0-271-035	CHANG CHIN & PENG SHAOMIN S	2,548.62
188-0-271-045	MI HORIZON LLC	2,548.62
188-0-271-055	GLUSKOTER ARTHUR H-P L TR	2,548.62
188-0-271-065	MANION LAWRENCE & LEONOR TR	2,229.04
188-0-271-075	PASSALAQUA CHRISTOPHER-P	2,548.62
188-0-271-085	BASILE GAETANO	2,548.62
188-0-271-095	FLORES-SARUTTI RAUL E & MILLAN-FLOF	2,229.04
188-0-271-105	RHEE BONG K & SUNG O TR ET AL	2,548.62
188-0-271-115	TANAWONG NARONG & VICHAIRATTANA'	2,548.62
188-0-271-125	GAPPER ROBERT C & MARIKA I	2,548.62
188-0-271-135	DJ LIVING TRUST & JOE & DIANAS TRUST	2,229.04
188-0-271-145	FAITH WILLIAM E & MARTHA N	2,229.04
188-0-271-155	ODONELL SHIRLEY	2,548.62
188-0-271-165	MAAS ANTHONY R & PAMELA J	2,229.04
188-0-271-175	HUCKESTEIN WILLIMA & SHANNON	2,229.04
188-0-271-185	KALLEN HARVEY TR	2,548.62
188-0-271-195	CHEW GARY D & KIYOKO F	2,229.04
188-0-271-205	HADLOW JOHN W	2,548.62
188-0-271-215	KALLEN HARVEY TR	2,548.62
188-0-271-225	WHEAT ROBERT C TR	2,229.04
188-0-271-235	TURMELL MARK J & MARIYA	2,548.62
188-0-271-245	VASSANTACHART PRAKOB & HUSSADI	2,548.62
188-0-271-255	ABBOTT CRISPIN & LAURIE	2,229.04
188-0-271-265	HADLOW JOHN W	2,548.62
188-0-271-275	ROSEMAN STEVEN A & ROSEMAN EMILIA	2,229.04
188-0-271-285	YEH JOHN & GINA	2,548.62
188-0-271-295	MEYERS DAVID L & BARBARA J TR	2,548.62
188-0-272-015	REYNEVELD WILLY & KRISTI	2,971.44
188-0-272-025	HORTON GARY R & CARRIE M TR	2,971.44
188-0-272-035	CHATENEVER ROBERT & ARLEEN TR	2,731.52
188-0-272-045	REHDER RANDALL J & TERESA C TR	2,971.44
188-0-272-055	MOODY DONALD S & BERNICE TR	2,731.52
188-0-272-065	BEKERIAN SAMUEL I & HENAZ	2,971.44
188-0-272-075	GLOGOW ROBERT TR	2,731.52
188-0-272-085	MAYBERRY DELBERT N & CINDY M	2,971.44
188-0-272-095	WAKER LARRY & WALKER ALICE TR	2,971.44
188-0-272-105	DE ARRUDA GIOVANNA L Z	2,971.44
188-0-272-115	NADEL ROGER S & DEBORAH A TR	2,731.52
188-0-272-205	SEABRIDGE PARTNERS LP & SEABRIDGE	16,004.06
188-0-280-015	GONZALEZ ALFREDO	1,115.42
188-0-280-025	COHEN EVA	1,115.42
188-0-280-035	STRAUSER CHRISTOPHER L	1,301.02
188-0-280-045	OZDY ANDREW & DORE TR	1,115.42
188-0-280-055	FISHER CRAIG SR	1,115.42
188-0-280-065	DALL SCOTT R & DEBRA A	1,301.02
188-0-280-075	MCKEOWN JAMES P	1,301.02
188-0-280-085	DAVIS JAMES A & SHEILA R	1,301.02
188-0-280-095	JOAQUIN CHRISTOPHER D & DONNA	1,301.02
188-0-280-105	SCHWARTZ STEVEN J ET AL	1,115.42
188-0-280-115	KNEIZEH ESSA G & GEORGETTE TR	1,115.42
188-0-280-125	NISHINO ALAN K & AKIKO K	1,301.02
188-0-280-135	JOKANOVIC MIRKO D & ELIZABETH	1,115.42
188-0-280-145	WHITE JEFFREY R TR	1,115.42
188-0-280-155	TAYLOR RONALD D & MARY N	1,115.42
188-0-280-165	MALBON JEFFERSON M & MALBON PATR	1,115.42
188-0-280-175	PRICE TED & JUDY	1,301.02
188-0-280-185	SIMMONS WILLIAM J & BARBARA M	1,115.42
188-0-280-195	TRESIERRAS GLORIA J TR	1,115.42
188-0-280-205	LEVY GREG S & BRENDA S	1,301.02
188-0-280-215	GRIBBLE DEREK & ILEEN TR	1,301.02
188-0-280-225	HODGINS BRADLEY T & KATHY J	1,301.02
188-0-280-235	VORDALE DANIEL R & VORDALE DANIEL I	1,301.02
188-0-280-245	ROMINE SCOTT E & PENNY L TR	1,115.42
188-0-330-025	KELLER DONNA M TR	1,603.42
188-0-330-035	BYRD BRENT A & KAREN S	1,301.02
188-0-330-045	CHANG JEFFREY K	1,301.02
188-0-330-055	CURTIS ALAN E & MARY E	1,603.42
188-0-330-065	YARBROW SYLVIE & YARBROW BRITTANY	1,301.02
188-0-330-075	YABLAN KEVIN F & BARBARA J TR	1,301.02
188-0-330-085	SOROKA EUGENE & KARINA	1,301.02
188-0-330-095	BRENNER TERRY & DENZEL	1,301.02
188-0-330-105	VOSSEN BART	1,603.42
188-0-330-115	HARTLAND PROPERTIES LP	1,301.02
188-0-330-125	GONG RE HOLDINGS LLC	1,301.02
188-0-330-135	QUINLAN JAMES H & JACQUELINE L	1,603.42
188-0-330-145	GOODMAN DANIEL C & HELENE L	1,301.02
188-0-330-155	CONTIS JANE L TR	1,301.02
188-0-330-165	PENA ROBERT L & PILAR Y TR	1,603.42
188-0-330-175	VASSANTACHART PRAKOB & HASSADI	1,301.02
188-0-330-185	JABBARI KAMRAN & DEBRA G TR	1,301.02
188-0-330-195	COLE CHARLES D TR & COLE MARJORIE M	1,603.42
188-0-330-205	ROSSO NORBERTO & BEATRICE	1,301.02
188-0-330-215	ROBERTSON HEIDI W TR	1,301.02
188-0-330-225	RODRIGUES DAVID S & ROBERTA	1,301.02
188-0-330-235	CRAFT CAROL A TR	1,301.02
188-0-330-245	SEDLAK BURTON H & ARLENE AB TR	1,603.42
188-0-330-255	COLAK MUSTAFA & DENISE	1,301.02
188-0-330-265	HEATON NELSINE P	1,301.02
188-0-330-275	ANDERSON ROBERT D & GAYLENE TR	1,603.42
188-0-330-285	TAYLOR BILL & ABRAHAM J J TR	1,301.02
188-0-330-295	BRAUN DOUGLAS J & ARLENE M TR	1,301.02
188-0-330-305	NISENSON STANLEY & BEVERLY TR	1,603.42
188-0-330-315	OLESON ROBERT C & KATHLEEN G	1,301.02
188-0-330-325	WALKER JOHN T & BELLE B	1,301.02
188-0-330-335	ERIKSSON LEONARD & KELLY E TR	1,603.42
188-0-330-345	ZAREBA VIRGINIA TR	1,301.02
188-0-330-355	SEARLE HOWARD & THELMA TR	1,301.02
188-0-330-365	RENZI FRANK A & MARY A TR	1,301.02
188-0-330-375	PONIK WAYNE D & PATRICIA A TR	1,301.02
188-0-330-385	KING EUGENE T & LANI	1,603.42
188-0-330-395	RODRIGUEZ CATHERINE D	1,301.02
188-0-330-405	COOPER SCOTT & GEENA	1,301.02
188-0-330-415	ORLIKOFF MICHAEL TR	1,603.42
188-0-330-425	FANGMAN MICHAEL P TR	1,301.02
188-0-340-015	MATTINA JOHN C & KENDALL E	1,603.42
188-0-340-025	BALDINGER ALLAN L & ANNE M	1,301.02
188-0-340-035	KRAUSE RONALD V & MARIANNE	1,301.02
188-0-340-045	GERGES RAMEZ & MARY	1,603.42
188-0-340-055	LOWE LOUIS T & AVIS L TR	1,301.02
188-0-340-065	WITKOWSKI ROBERT S & MONA M	1,301.02
188-0-340-075	SEGUNDO AGOURA BEACH LLC	1,603.42
188-0-340-085	VALAZZA LINDA E TR	1,301.02
188-0-340-095	MINDESS RALPH W TR	1,301.02
188-0-340-105	MINTZ GARY A & JANE H	1,603.42
188-0-340-115	BRION ALGER L & MARIA G TR	1,301.02
188-0-340-125	EKEBERG ERIC E & ELIZABETH J	1,301.02
188-0-340-135	SCHEER ALBERTA B SURV TR	1,301.02
188-0-340-145	MCGUIRE RICHARD W & LAURA	1,301.02
188-0-340-155	CARLOZZI MARK & DIANA M	1,603.42
188-0-340-165	DAVIS JOHN E & VALERIE L TR	1,301.02
188-0-340-175	MARTIN ALLEN & PAULA	1,301.02
188-0-340-185	CASSANEGO MICHAEL & LINDA TR	1,603.42
188-0-340-195	STRONG TREVOR J & ROSET TR	1,301.02
188-0-340-205	D M A HOLDINGS LP	1,301.02
188-0-340-215	HANDLERS MICHAEL D TR & HANDLERS B	1,603.42
188-0-340-225	GREY HOWARD & MARCIA TR	1,301.02
188-0-340-235	GROSSMAN GLENN D & DEENA R TR	1,301.02
188-0-340-245	STEINBERG STANLEY & STEINBERG-ASHI	1,603.42
188-0-340-255	MCELVANT DANIEL S & JENNIFER	1,301.02

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 4
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
188-0-280-255	SULLIVAN JOSEPH L TR	1,115.42
188-0-280-265	DEPENBROK KIM K SEP PROP TR	1,301.02
188-0-280-275	ZIEMBA ADOLPH J JR & DENISE TR	1,115.42
188-0-280-285	WIGGINS BRIAN S & ANGIE TR	1,115.42
188-0-280-295	MARTINEZ JOE III	1,115.42
188-0-280-305	SHEN YONG & LIU BENJAMIN	1,115.42
188-0-280-315	LEE DAVID D & STEPHANIE H	1,301.02
188-0-280-325	SEXTON PAULINE B TR	1,115.42
188-0-280-335	CARR LEWIS C & JOAN W	1,115.42
188-0-280-345	SMITH JAMES W & DARLENE TR	1,301.02
188-0-280-355	SHARPE KRISTIN J	1,301.02
188-0-280-365	HILDEBRAND FREDERICK-V TR	1,301.02
188-0-280-375	CLAYTON MORGAN E & GLORIA A TR	1,301.02
188-0-280-385	MADERA CARDINAL PROP LLC	1,115.42
188-0-280-395	HUNT ROGER S & ANITA M	1,115.42
188-0-280-405	KURRASCH-JACOBSON ANNE L	1,301.02
188-0-280-415	JOKANOVIC MIRKO & ELIZABETH	1,115.42
188-0-280-425	YAMAKA MARK S & AILENE	1,115.42
188-0-280-435	WU DAVID C	1,115.42
188-0-280-445	STUART DAVID M & ANNE M TR	1,115.42
188-0-280-455	SCOTT SAMANTHA D ET AL	1,301.02
188-0-280-465	JAMAL NICOLE	1,115.42
188-0-280-475	MITCHELL GEORGE	1,115.42
188-0-280-485	GRIBBLE DEREK & ILEEN TR	1,301.02
188-0-280-495	COTSIS SOPHOCLES & CARLA R	1,301.02
188-0-280-505	SIMMONS SANDRA J	1,301.02
188-0-280-515	SPRINGER SCOTT A & ANN E	1,301.02
188-0-280-525	BROOKLEY JESS G & DEBORAH D	1,115.42
188-0-280-535	KING PAUL M TR	1,115.42
188-0-280-545	TOLLER GARY D & APRIL K	1,301.02
188-0-280-555	NEER ROBERT E II & MORSE PAUL C	1,115.42
188-0-280-565	ARIAZ DAVID & ELITA	1,115.42
188-0-291-025	ROBERTSON HAROLD & DIANA TR	2,971.44
188-0-291-035	MEYERS DAVID L & BARBARA J TR	2,971.44
188-0-291-045	GERLACH DANIEL J TR	2,971.44
188-0-291-055	KUMMER BERNARD & PARNIAN TR	2,971.44
188-0-291-065	HUCKESTEIN DIETER & CECILIA TR	2,971.44
188-0-291-075	STEVENS KATHLEEN M TR	2,731.52
188-0-291-085	FEINSTEIN JAMES R & GAYLE M TR	2,971.44
188-0-291-095	RASMUSSEN CHARLES A-P J TR	2,971.44
188-0-291-105	WALI DEEPIKA	2,971.44
188-0-291-115	HSH TR	2,971.44
188-0-291-125	ELHOUTY KAMIES	2,971.44
188-0-291-135	BLAICH JACOB & ESTHER TR	2,971.44
188-0-291-145	BERNSTEIN SCOTT D TR	2,731.52
188-0-291-155	RIZZOTTI ANTHONY B & DASCALOS JANE	2,971.44
188-0-291-165	KALLEN HARVEY	2,971.44
188-0-291-175	KALLEN HARVEY	2,971.44
188-0-291-185	GORDON ROBERT W & LISA TR	2,731.52
188-0-292-015	NEVITT JEFFREY D & ANTOINETTE	2,229.04
188-0-292-025	NEWMARK REBECCA A	2,037.10
188-0-292-035	DEGNER DONALD L & GLADYS M TR	2,229.04
188-0-292-045	BIERMAN ARTHUR W JR TR	2,229.04
188-0-340-265	HOLGUIN GUADALUPE R	1,301.02
188-0-340-275	KADO RONALD A & CYNTHIA S TR	1,301.02
188-0-340-285	SREDEN BARRY & MAXINE TR	1,301.02
188-0-340-295	MARCUS LANCE E & MARGARET TR	1,603.42
188-0-340-305	KAIFER DUANE & SHEILA	1,301.02
188-0-340-315	PATEL MAYUR N & JYOTIKA M TR	1,301.02
188-0-340-325	CASSIER MARTIN B	1,603.42
188-0-340-335	CHANSUE EKKTET & WANIDA	1,301.02
188-0-340-345	HOPKINS GARY J & MARY R	1,301.02
188-0-340-355	ZIEMBA ADOLPH JR & DENISE TR	1,603.42
188-0-340-365	ALBERT NABIL & MAGDA N	1,301.02
188-0-340-375	SLAGEL BRIAN	1,301.02
188-0-340-385	GONG GORDON & LILIAN	1,603.42
188-0-340-395	SVATKO JAMES E & PERATT KAREN L	1,301.02
188-0-340-405	TREVINO ROBERT M & CATHY N TR	1,301.02
188-0-340-415	SMIDDERKS GARY & MARY	1,301.02
188-0-340-425	CASSIRER FRANCIS C TR	1,301.02
188-0-350-065	PINA FERDINAND A	947.02
188-0-350-075	JAMES JONATHAN M	1,115.42
188-0-350-085	RASMUSSEN JAMES S & JEANNE T	1,115.42
188-0-350-095	ROSE HUGH & DONNA	1,115.42
188-0-350-105	HOLLAND-SIE TR	1,115.42
188-0-350-115	BERGER ROBERT B	947.02
188-0-350-125	SALAZAR EDGAR R	947.02
188-0-350-135	BJELKE JANET C TR	1,115.42
188-0-350-145	HERNANDEZ DEXTER A	1,115.42
188-0-350-155	BARKER GARRY T-F RACHEL TR	1,115.42
188-0-350-165	FILICE GARY W & DEBORAH A TR	1,115.42
188-0-350-175	CONSTANTINO RICK D & KATHY TR	947.02
188-0-350-235	ARIAZ A & PASTORELO ARIAZ E TR	1,301.02
188-0-350-245	DZIAK KRISTINE	1,115.42
188-0-350-255	CORTEZ ALEJANDRO & CORTEZ MARIBEL	1,301.02
188-0-350-265	CLEMONS SAMUEL & CLEMONS PATRICK	1,301.02
188-0-350-275	SARMIENTO MARIA J	1,301.02
188-0-350-285	BUTLER ROBERT A	1,301.02
188-0-350-295	HARRYMAN RENEE	1,115.42
188-0-350-305	GOSS ABIGAIL	1,115.42
188-0-350-315	PERLINE MARC N & ANA C	1,301.02
188-0-350-325	SHIMADA HIROYUKI TR & AOYAMA CHISA	1,301.02
188-0-350-335	WOLF BERNICE E TR	1,301.02
188-0-350-345	FILICE GARY W & DEBORAH A TR	1,301.02
188-0-350-355	DIAMOND HARVEY & MARTHA J	1,115.42
188-0-350-365	POTTS JEREMY R	1,301.02
188-0-350-375	CORTEZ CARLOS M	947.02
188-0-350-385	O KEEFFE P & YOUNG SANDRA TR	947.02
188-0-350-395	CHANJAMSRI SOUN & WIMOL	947.02
188-0-350-405	PFEIFER DANIEL E TR	947.02
188-0-350-415	HOMETOWN VENTURES LLC	1,115.42
188-0-350-425	SHARIF MOHAMMED & TARANEH	1,301.02
188-0-350-435	KREBS GEORGE	1,301.02
188-0-350-445	FLORES ERNESTO R & RENTERIA BARBAI	1,301.02
188-0-350-455	WOLPERT-MALDONADO TR	1,301.02
Totals:	**501 Parcels**	**$1,180,531.98**

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PAGE 16 OF 17

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I, DANIEL MARTINEZ, City Clerk of the City Council of the City of Oxnard, do hereby certify that the above and foregoing is a full, true and correct copy of RESOLUTION NO. _____ of said City Council, and that the same has not been amended or repealed.

DATED: _____, 2015

_____
City Clerk of the City Council of the City of Oxnard

(SEAL)

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 6/23/2015

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

Prepared By: Michael More, Financial Services Manager MM Agenda Item No. L-3

Reviewed By: City Manager JM City Attorney JBB Finance DM Other *(Specify)*

DATE: June 9, 2015

TO: City Council

FROM: Dave Millican, Interim Chief Financial Officer
Finance Department

SUBJECT: **Special Tax Levy for Community Facilities District No. 5 (Riverpark) and Agreement for Billing of Direct Assessments**

RECOMMENDATION

That City Council:

1. Acting as the legislative body of Community Facilities District (CFD) No. 5, adopt a resolution setting a special tax rate within CFD No. 5 (Riverpark) for FY 2015-16, and

2. Authorize the City Manager to execute an Agreement for Billing of Direct Assessments with the Ventura County Auditor-Controller to provide the service of placement of direct assessments on the Ventura County Secured Tax Roll.

DISCUSSION

On September 13, 2005, City Council adopted Resolution No. 12,936 (the "Resolution of Formation") establishing CFD No. 5. On September 20, 2005, City Council adopted Ordinance No. 2701 to levy a special tax sufficient to pay costs of the Services, Improvements, and Incidental Expenses set forth in Exhibit A attached to the Resolution of Formation and defined therein. Thereafter, in each fiscal year, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year.

CFD No. 5 is authorized to pay for any and all types of services authorized pursuant to Government Code Section 53313, which includes the following:

- Maintenance of parks, parkways, and open space
- Recreation program services, library services, maintenance services for elementary and secondary school sites and structures, and the operation and maintenance of museums and cultural facilities
- Flood and storm protection services
- Ongoing administrative fees

ATTACHMENT NO. 4
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- Police protection services
- Fire protection and suppression services
- Ambulance and paramedic services
- Local park, recreation, parkway, and open-space facilities

The following represents a breakdown of the tax levy for the most recent and upcoming fiscal years:

Description	Current FY 14-15	Projected FY 15-16
Administration	$ 62,571	$ 66,071
Fire	1,400,000	1,400,000
Landscape/Park Maintenance	2,098,553	3,008,325
Police	0	470,000
Storm Drain Maintenance	0	50,000
Prior Year Adjustment*	0	13,282
Total	$3,561,124	$5,007,678

* Prior year adjustment related to overpayment by APN 132-0-100-295

The Resolution of Formation authorizes annual adjustments to the maximum special tax rates based upon the Consumer Price Index (CPI) with a floor of 2% and a cap of 5% annually. In prior years, due to the economic downturn, total CFD 5 taxes had been reduced from a high of $4,111,241 in FY 10-11. The taxes can be increased up to the maximum special tax rate at any time. The current maximum allowable tax including all cumulative CPI adjustments under the Resolution of Formation is $6,008,817.

The total amount of special taxes for CFD No. 5 for FY 2015-16 is $5,007,678. This represents a $1,446,554 increase over Fiscal Year 2014-15. The reason for the increase is: (a) funding needed for the operation of a police storefront in The Collection and additional patrols in RiverPark area, (b) the need to maintain additional landscape and park areas accepted by the City from the developer, and (c) the need to provide for maintenance and replacement of storm drain filters.

The following chart details the tax rate by property type in FY 14-15 and the proposed increase in FY 15-16:

Development Status	Land Use Class	Land Use	Description	Residential Floor Area	Per	14/15 Actual Rate	15/16 Estimated Rate	% Increase
Developed	1	Residential	SFR Attached	< 1,400	Unit	$1,606.10	$1,638.22	2.00%
Developed	2	Residential	SFR Attached	1,400-1,699	Unit	1,974.20	2,013.68	2.00%
Developed	3	Residential	SFR Attached	1,700-1,999	Unit	2,160.42	2,203.64	2.00%
Developed	4	Residential	SFR Attached	2,000-2,199	Unit	2,535.78	2,586.50	2.00%
Developed	5	Residential	SFR Attached	>= 2,200	Unit	2,722.00	2,776.44	2.00%
Developed	6	Residential	SFR Detached	< 1,750	Unit	2,354.28	2,401.36	2.00%
Developed	7	Residential	SFR Detached	1,750-2,099	Unit	2,667.94	2,721.30	2.00%
Developed	8	Residential	SFR Detached	2,100-2,299	Unit	2,902.30	2,960.34	2.00%
Developed	9	Residential	SFR Detached	2,300-2,799	Unit	3,348.36	3,415.32	2.00%
Developed	10	Residential	SFR Detached	>= 2,800	Unit	N/A	N/A	N/A
Developed	11	Residential	Affordable Units	N/A	Unit	584.74	596.42	2.00%
Developed	12	Residential	High Density	N/A	Unit	581.99	593.62	2.00%
Developed	13	Non-Residential	Non-Residential	N/A	Building Permit Square Footage	0.1707	0.1741	2.00%
Undeveloped		Undeveloped	Undeveloped	N/A	Acre	850.01	12,465.96	1366.57%

With the exception of the Undeveloped Property land use classification, there is an increase in the tax rate of 2% for Fiscal Year 2015-16, which is consistent with prior years' increases pursuant to the requirements contained in the rate and method of apportionment ("RMA") for CFD No. 5. Pursuant to the special tax formula in the RMA, developed property is first levied up to 100% of their maximum special tax to meet the annual special tax requirement. If additional funds are needed, then undeveloped property is levied up to 100% of their maximum special tax to meet the remainder of the annual special tax requirement. The tax on undeveloped property has been levied as high as $15,645 per acre in Fiscal Year 2007-08. The maximum allowable undeveloped property tax rate for Fiscal Year 2015-16 is $25,595.72 per acre.

CFD No. 5 has an estimated fund balance of $3,513,112. This fund balance is being retained to finance future capital projects including but not limited to: (i) the construction of a maintenance yard on real property leased from the Rio School District, (ii) the construction of a dog park, and (iii) additional replacement of storm drain filtration devices.

The attached Agreement for Billing of Direct Assessments (Attachment No. 2) is a new agreement required by the County of Ventura for a continuation of services related to the inclusion of the City's special taxes and special assessments on the Ventura County tax bills. In absence of this arrangement, the City would have to bill property owners directly for special taxes/assessments. This agreement is applicable to all assessment districts, Community Facilities Districts and other special assessments administered by the City.

FINANCIAL IMPACT

There will be no cost to the City's General Fund from approval of the resolution levying the special taxes for CFD No. 5 for FY 2015-16. All maintenance, service, and administrative costs are included in the amount to be collected by the special taxes, which are levied on properties located in CFD No. 5.

MJM

Attachments

1 - Resolution levying the special tax for CFD No. 5 for FY 2015-16 (Riverpark)
2 – Agreement for Billing of Direct Assessments

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK) OF THE CITY OF OXNARD AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK) FOR THE FISCAL YEAR 2015-2016

WHEREAS, the City Council of the City of Oxnard (the "City") previously established Community Facilities District No. 5 (RiverPark) of the City of Oxnard ("CFD No. 5") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the "Act"); and

WHEREAS, this City Council of the City (this "City Council"), acting as the legislative body of CFD No. 5, is authorized pursuant to Resolution No. 12,936, adopted by this City Council on September 13, 2005 (the "Resolution of Formation"), and Ordinance No. 2701, adopted by this City Council on September 20, 2005 (the "Ordinance"), to levy a special tax sufficient to pay costs of the Services, Improvements, and Incidental Expenses set forth in Exhibit A attached to the Resolution of Formation in accordance with the provisions of the Rate and Method of Apportionment for City of Oxnard Community Facilities District No. 5 (RiverPark) (the "Rate and Method"), a copy of which is attached to the Resolution of Formation as Exhibit B; and

WHEREAS, it is now necessary and appropriate that this City Council, acting as the legislative body of CFD No. 5, levy and collect the special taxes for Fiscal Year 2015-2016 for the purposes specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the assessments are in conformance with Proposition 218; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK), DOES HEREBY FIND, RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals, and each of them, are true and correct.

SECTION 2. The special tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

SECTION 3. In accordance with the Act, the Ordinance, and the Rate and Method, there is hereby levied upon the parcels within CFD No. 5 that are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2015-2016 at the special tax rates set forth in the exhibit entitled "City of Oxnard Community Facilities District No. 5 (RiverPark) Fiscal Year

2015-2016 Levy", attached hereto as Exhibit A and made a part hereof by this reference, which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance and the Rate and Method. After adoption of this Resolution, the Chief Financial Officer of the City, or his or her designee, may make any necessary modifications to these special taxes to correct any errors, omissions, or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

SECTION 4. All of the collections of the special tax shall be used only as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in the Resolution of Formation.

SECTION 5. The special tax shall be collected in the same manner as ordinary *ad valorem* taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for *ad valorem* taxes except as such procedure may be modified by law and by this City Council.

SECTION 6. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and Exhibit A to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2015-2016, and to perform all other acts that are required by the Act, the Ordinance, the Rate and Method, or by law in order to accomplish the purpose of this Resolution.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

SECTION 7. This Resolution shall take effect from and after its date of adoption.

APPROVED 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:

_____ for
Stephen Fischer, Interim City Attorney

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
132-0-033-025	RIVERPARK MYRTLE LLC	$14,182.14
132-0-033-035	RIVERPARK MYRTLE LLC	724.24
132-0-033-045	RIVERPARK MYRTLE LLC	612.12
132-0-033-055	RIVERPARK A LLC	2,199.08
132-0-033-065	RIVERPARK MYRTLE LLC	842.76
132-0-033-075	RIVERPARK A LLC	1,027.12
132-0-100-265	RIVERPARK A LLC	18,108.90
132-0-100-275	SHEA PROPERTIES II	52,146.04
132-0-100-285	SHEA PROPERTIES II	20,937.42
132-0-100-295	RIVERPARK LANDING LLC	0.00
132-0-100-305	RIVERPARK LANDING LLC	39,636.26
132-0-100-315	RIVERPARK LANDING LLC	39,636.26
132-0-100-325	RIVERPARK HOTEL II LLC	13,694.92
132-0-110-015	RIVERPARK A LLC	133,812.52
132-0-110-155	E D LLC	56,250.56
132-0-110-175	RIVERPARK A LLC	2,825.88
132-0-110-315	RIVERPARK POINTE LLC	63,874.94
132-0-110-335	CAPRI/KW SERENADE LLC	237,452.00
132-0-120-015	RIVERPARK B LLC	7,064.72
132-0-131-025	LOZANO SONIA A	2,721.30
132-0-131-035	RAMIREZ LUIS E	2,721.30
132-0-131-045	ZHANG JIANZHONG & SUN JINGZHU	2,401.36
132-0-131-055	MOORE TIMOTHY	2,401.36
132-0-131-065	SANTOS RENATO E & PATRICIA P	2,721.30
132-0-131-075	CEJA SINDY & FONSECA CHRISTINE	2,721.30
132-0-131-085	BRIDGMAN RICHARD G & KALA S TR	2,721.30
132-0-131-095	SERGENT DEXTER	2,721.30
132-0-131-105	BAI XIWEI & LIU MEI	2,401.36
132-0-131-115	CHU BEIFEI	2,401.36
132-0-131-125	SERGENT DEXTER	2,721.30
132-0-131-135	BECK JOSEPH P & YO SUJIN	2,721.30
132-0-132-025	LUNN ROBERT & CHERYL	2,721.30
132-0-132-035	RUSSELL JAMES & ROXANNE C	2,721.30
132-0-132-045	PRESTON WENDY L & PEN-HUNG RYAN	2,401.36
132-0-132-055	HULL ROBERTO	2,401.36
132-0-132-065	SULLIVAN J & HATCHELL S D TR	2,721.30
132-0-132-075	NELSON HEE & SOOK A & ROSS JUSTIN C	2,721.30
132-0-133-015	PELLEGRINO JOHN D & MOLLY C	2,721.30
132-0-133-025	KOHLI PAWAN & SHRUTI	3,415.32
132-0-133-035	MEJIA RICARDO & MARIA D S	3,415.32
132-0-133-045	MILLER ADAM R & MARIA R & SCOTT JOYC	3,415.32
132-0-133-055	PATTISON GARY L & SHARON A	2,721.30
132-0-133-065	LEGASPI ALMA M & LEGASPI ALMELD R	3,415.32
132-0-133-075	PHAM THONG Q	2,721.30
132-0-133-085	SONG NAN	3,415.32
132-0-133-095	BLANK PURSUANT & CA GC625421	3,415.32
132-0-133-105	COUEY CLARICE M	3,415.32
132-0-133-115	RUIZ ERIC A & FLORES NADINE N	2,721.30
132-0-133-125	LIN KAI KUANG & ANNE	3,415.32
132-0-133-135	YO CHONG & KEE O	3,415.32
132-0-133-145	YANG VICTOR M & MARIA E L	2,721.30
132-0-133-155	SCHULTZE MICHAEL A & LORI L	3,415.32
132-0-133-165	TAN SOPHAL & SAVORAK O	3,415.32
132-0-133-175	BLANK PURSUANT & CA GC625421	3,415.32
132-0-133-185	SIPES MARC A	3,415.32
132-0-133-195	NGUYEN ETHAN M & ASHLEY C	2,721.30
132-0-133-205	MITTER SANJAY & BIMLA	3,415.32
132-0-133-215	MCGUIGAN DEAN K	3,415.32
132-0-133-225	MUNOZ STEVE & ELSA P	2,721.30
132-0-133-235	PORTER SCOTT	3,415.32
132-0-133-245	TOLENTINO SHERWIN & JESSICA	3,415.32
132-0-133-255	BENSON JOHN A & MEENA	3,415.32
132-0-133-265	MEDEIROS BRYANT A	2,721.30
132-0-134-015	ESTRADA MARICELA G	2,721.30

Parcel No.	Owner	Levy Amount
133-0-110-365	STANDARD PACIFIC CORP	$2,401.36
133-0-110-375	CASTNER DARREN A	2,721.30
133-0-110-385	JONES MATTIE C	2,721.30
133-0-110-395	RIVERPARK B LLC	4,651.00
133-0-120-015	CORONA RIVERPARK LLC	1,603.88
133-0-120-025	CORONA RIVERPARK LLC	1,099.54
133-0-120-035	CORONA RIVERPARK LLC	1,099.54
133-0-120-045	CORONA RIVERPARK LLC	1,099.54
133-0-120-055	CORONA RIVERPARK LLC	1,099.54
133-0-120-065	CORONA RIVERPARK LLC	1,099.54
133-0-120-075	HAZLETT CINDY	2,721.30
133-0-120-085	DUNN CHRISTOPHER	3,415.32
133-0-120-095	MURILLO ANTHONY & MORALES DAVID JR	3,415.32
133-0-120-105	EDNANY BAHDAD & ESM ZAD SARA	2,721.30
133-0-120-115	JIMENEZ JESUS M & GLORIA A	3,415.32
133-0-120-125	BUCIO JAIME & SOFIA	2,721.30
133-0-120-135	BAELLY PAUL	3,415.32
133-0-120-145	MEDINA VINCENT & CLAUDIA C	3,415.32
133-0-120-155	CORONA RIVERPARK LLC	1,075.84
133-0-120-165	CORONA RIVERPARK LLC	2,307.06
133-0-120-175	VO THOMAS & NGUYEN KELLY	3,415.32
133-0-120-185	DAPROZA PILAR N F	2,721.30
133-0-120-195	TRIEU PHUOC T & HUYNH NHI T	3,415.32
133-0-120-205	RAMBARAN DEOLAL & DAN-RAMBARAN MA	3,415.32
133-0-120-215	POTES JONATHAN C & JULIE A	2,721.30
133-0-120-225	NGUYEN SHAWN D & JENNIFER T	2,721.30
133-0-120-235	CORONA RIVERPARK LLC	1,094.26
133-0-120-245	CORONA RIVERPARK LLC	1,094.26
133-0-120-255	CORONA RIVERPARK LLC	1,094.26
133-0-120-265	CORONA RIVERPARK LLC	1,094.26
133-0-120-275	CORONA RIVERPARK LLC	1,282.58
133-0-120-285	CORONA RIVERPARK LLC	1,693.42
133-0-120-295	CORONA RIVERPARK LLC	1,057.40
133-0-120-305	CORONA RIVERPARK LLC	1,057.40
133-0-120-315	CORONA RIVERPARK LLC	1,057.40
133-0-120-325	CORONA RIVERPARK LLC	1,746.10
133-0-120-335	CORONA RIVERPARK LLC	1,570.96
133-0-120-345	CORONA RIVERPARK LLC	1,100.86
133-0-120-355	CORONA RIVERPARK LLC	1,100.86
133-0-120-365	CORONA RIVERPARK LLC	1,100.86
133-0-120-375	CORONA RIVERPARK LLC	1,100.86
133-0-120-385	CORONA RIVERPARK LLC	1,100.86
133-0-120-395	CORONA RIVERPARK LLC	1,100.86
133-0-120-405	CORONA RIVERPARK LLC	1,100.86
133-0-120-415	CORONA RIVERPARK LLC	1,100.86
133-0-120-425	CORONA RIVERPARK LLC	1,100.86
133-0-120-435	CORONA RIVERPARK LLC	1,100.86
133-0-120-445	CORONA RIVERPARK LLC	1,441.92
133-0-120-545	CORDES ALLISON J	1,638.22
133-0-120-555	YANG RENYI	2,013.68
133-0-120-565	SANCHEZ BRANDIE M	1,638.22
133-0-120-575	DANGOL SUROJ & YAMUNA	1,638.22
133-0-120-585	RICHINS CHRISTOPHER J & OLESIA	2,013.68
133-0-120-595	O BRICE	1,638.22
133-0-120-605	SCHWIEGER JEREMY & CYNTHIA A	1,638.22
133-0-120-615	CANCINO EVERARDO JR & CANCINO LUIS	2,013.68
133-0-120-625	ADAIR GARY & TERESA	1,638.22
133-0-120-635	DUGAS ANTHONY M & DANIELLE T	2,013.68
133-0-120-645	PANIAGUA SYLVIA	2,013.68
133-0-120-655	ERRINGTON DARIN & SHANNON	1,638.22
133-0-120-665	AASEN BRIAN M	1,638.22
133-0-120-675	HELSLEY CRAIG A & KATHRYN L TR & HELS	2,013.68
133-0-120-685	FERGUSON SANDI	1,638.22
133-0-120-695	MORALES DAVID III & ELIZABETH	1,638.22

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
132-0-134-025	FOLEY CHRISTOPHER M & FOLEY STEPHE	2,721.30
132-0-134-035	ROBLEDO RAFAEL JR & FRANCISCA	2,401.36
132-0-134-045	LANDEROS HILDA M	2,401.36
132-0-134-055	GARCIA MIGUEL T & LAURA M	2,721.30
132-0-134-065	DURAN-AGANON MICHELLE N	2,721.30
132-0-134-085	JOYCE JOSEPH D & KRISTEN C	2,203.64
132-0-134-095	BONHOMME-CAHN ADRIANA	2,013.68
132-0-134-105	KUZNETSKY RONALD M TR	2,013.68
132-0-134-115	SODERSTEDT ROGER W & MONICA A	2,013.68
132-0-134-125	GOMEZ MICHAEL & GOMEZ YVONNE C	2,013.68
132-0-134-135	BARRETT FRANCES A	2,203.64
132-0-134-145	LUNA RAQUEL	2,203.64
132-0-135-015	BASCH DAVID A & JANICE E	2,721.30
132-0-135-025	THORPE JOSHUA S & TANYA	2,721.30
132-0-135-035	ISAAC SAMMY & ENRIQUITA	2,401.36
132-0-135-045	CARATACHEA MAXIMO F & LLAMAS SANDF	2,401.36
132-0-135-055	SMITH LILIANA	2,721.30
132-0-135-065	NGUYEN MINH Q & HO YEN H	2,721.30
132-0-135-075	WELBOURN LAURA	2,721.30
132-0-135-085	BARROS JOSHUA J & RUTH G	2,721.30
132-0-135-095	BANGALORE SARAVANAN D & SREENIVAS	2,401.36
132-0-135-105	KNABENBAUER DANIEL & CHONG AMY	2,401.36
132-0-135-115	BECKER RICHARD & KATHERINE TR	2,721.30
132-0-135-125	RAMIREZ MICHAEL	2,721.30
132-0-135-145	HERNANDEZ EDWARD & MEGHAN V	2,203.64
132-0-135-155	GARCIA JOSE A & MANRIQUE MARTHA S	2,013.68
132-0-135-165	THYAGARAJAN ADITYA & RENUKA	2,013.68
132-0-135-175	LANDE ERIK & KATE	2,013.68
132-0-135-185	ASAFA MORIAMO & SHITTU ATINUKE	2,013.68
132-0-135-195	TIPTON JAMES P	2,203.64
132-0-135-205	ARNAUD JOHN B & KRISTEN E	2,203.64
132-0-140-015	KO FEI LIN & CHANG YU PING	3,415.32
132-0-140-025	AYARS JAMES & JEAN S	2,960.34
132-0-140-035	LAM WILLIAM & VO VAN T	2,960.34
132-0-140-045	DE VEGA ESPERANZA M & GONZAGA VINC	2,960.34
132-0-140-055	HARRISON TERREL & HELEN	2,960.34
132-0-140-065	FILLON BENJAMIN & VIVIAN B	2,960.34
132-0-140-075	COX MICHAEL & REYNA	3,415.32
132-0-140-085	ERDMANN DEBRA	2,960.34
132-0-140-095	JONES SHUN T & YOSHIE K	2,960.34
132-0-140-105	VEGA OTTO & RUIZ BERTHA	3,415.32
132-0-140-115	JIMENEZ ALONZO & CRYSTAL	2,960.34
132-0-140-125	TARLETON MICHAEL A & DARLENE A	3,415.32
132-0-140-135	TAMAI GLORIA ET AL	2,960.34
132-0-140-145	GAHLAWAT PARVEEN ET AL	3,415.32
132-0-140-155	NEFF SHAUN & COURTNI	2,960.34
132-0-140-165	HONG HOSUK TR	2,960.34
132-0-140-175	DIAZ JOSE E & ROSA	2,960.34
132-0-140-185	MORE2LIFE AT RIVERPARK LLC	3,415.32
132-0-140-195	DOSS JUSTIN R	3,415.32
132-0-140-215	NOBRIGA JEFF & MIRANDA	2,721.30
132-0-140-225	YUHBA JORGE & HELEN ET AL	3,415.32
132-0-140-235	LEE JERRY & AMY W	3,415.32
132-0-140-245	MARTIN BLAIR R & SARA	3,415.32
132-0-140-255	NESBIT WILLIAM & CANDICE	2,721.30
132-0-140-265	BYARS JOSHUA E & INEZ M	3,415.32
132-0-140-275	MIKHAIL AMIRA & KHALIL MICHAEL	3,415.32
132-0-140-285	ALDER MICHAEL & RUTH	2,721.30
132-0-140-295	TELLEZ MICHAEL J & GABRIELA	3,415.32
132-0-140-305	ASAWESNA CHOLNUSORN	3,415.32
132-0-140-315	YOUNG WEI & LI	2,721.30
132-0-140-325	SMITH NIMMI	3,415.32
132-0-140-345	GUZMAN ALMA C & CERVANTES MARIA	3,415.32
132-0-140-355	GORDILLO JOSHUA & SYLIVA	2,721.30

Parcel No.	Owner	Levy Amount
133-0-120-705	BERNAL MATTHEW J & REGINA M	2,013.68
133-0-120-715	ZABLODIL DANA J	1,638.22
133-0-120-725	VANDERHOEK ROBERT & VILMA	1,638.22
133-0-120-735	MORRIS BRIAN & DRAKE CRYSTAL	2,013.68
133-0-120-745	CAZARES JESUS	1,638.22
133-0-120-755	WHITE JENNIFER L	1,638.22
133-0-120-765	MENDOZA LEONARDO D & OSIRIS	2,013.68
133-0-120-775	BOYD ERIC D	1,638.22
133-0-120-785	MARCHBANKS WALTER & NGUYEN JACQUE	1,638.22
133-0-120-795	JIMENEZ RICHARD J JR	1,638.22
133-0-120-805	SHIELDS RONALD II ET AL	2,013.68
133-0-130-015	GARRETT BRENDAN & JENNIFER	2,013.68
133-0-130-025	SPT REAL ESTATE SUB III LLC	2,203.64
133-0-130-035	MEDRANO MICHAEL S & JONNELL	2,203.64
133-0-130-045	GIRON ANTONIO A & MICHELLE L	2,203.64
133-0-130-055	HUCKANS DANIEL R	2,203.64
133-0-130-065	WEATHERS MICAH J & MARY A H	2,203.64
133-0-130-075	CARMONA EFREN & VASQUEZ NICHELLE C	2,203.64
133-0-130-085	KUEHN DEBORAH E	2,013.68
133-0-130-095	FIESTA ERICKSON C	2,013.68
133-0-130-105	TOLENTINO SHERWIN C & TOLENTINO SHE	2,203.64
133-0-130-115	CHU JENNIFER ET AL	2,203.64
133-0-130-125	VOSHELL TOM A & MEGAN T	2,203.64
133-0-130-135	BURG ERIC C & BRENDA J	2,203.64
133-0-130-145	ADELMAN ROBERT D & HESTER JESSE E &	2,203.64
133-0-130-155	CLARY SANDRA D	2,203.64
133-0-130-165	MCCAFFREY ROBERTA A	2,013.68
133-0-130-175	VILLA JOE A & RACHEL	1,638.22
133-0-130-185	SOARES BRIAN J & STACEY C	2,203.64
133-0-130-195	MARTINI DAVID J & BEVERLY J	2,203.64
133-0-130-205	GONZALEZ LISETH	2,203.64
133-0-130-215	DEJESUS MIGUEL A & ANTONIO DOLORES	2,203.64
133-0-130-225	LAZIER KATHERINE	1,638.22
133-0-130-235	DASHEVSKY PAUL	1,638.22
133-0-130-245	HOPHAN JOSEPH R & MARIE A	2,203.64
133-0-130-255	RODRIGUEZ JOSE A	2,203.64
133-0-130-265	DUVAL ENRICK S & MONA G	2,203.64
133-0-130-275	SCOTT HEATHER TR	2,203.64
133-0-130-285	THOREN JENNIFER	1,638.22
133-0-130-295	PERRY JESSICA	2,013.68
133-0-130-305	HOGAN RICHARD C JR & MAURA A	2,203.64
133-0-130-315	LOPEZ JENNIFER R	2,203.64
133-0-130-325	CREPS ROBERT A & ELSINA C	2,203.64
133-0-130-335	SINGH BHOPINDER & DORA A	2,203.64
133-0-130-345	RICHARD & ANITA GREEN PART	2,203.64
133-0-130-355	BESIREVIC SALIH & ORSOLIC INES	2,203.64
133-0-130-365	BROWN MARTHA C	2,013.68
133-0-130-375	PATTI ELAINE T TR	2,013.68
133-0-130-385	WEISNER ADAM & JENNIFER	2,203.64
133-0-130-395	ORTUNO JEAN P	2,203.64
133-0-130-405	CHAU SIV	2,203.64
133-0-130-415	LASSO GUILLERMO F & LEONY-LASSO ILIAI	2,203.64
133-0-130-425	TURNER JOSEPH D	2,203.64
133-0-130-435	LILLO ERIC A & CHRISTINE A	2,203.64
133-0-130-445	CHANDLER CORINNE E	2,013.68
133-0-130-455	DUNSON MICAH & PHOEBE	2,013.68
133-0-130-465	CREPS ROBERT A & ELSINA C TR	2,203.64
133-0-130-475	LETOURNEAU NICHOLAS A & DEBORAH	2,203.64
133-0-130-485	HALKO DUSTIN D & KRISTIN A	2,203.64
133-0-130-495	O CONNOR THOMAS W & DEBOER-O CONN	2,203.64
133-0-130-505	BROWN MAURICE G & ANGELA P	2,013.68
133-0-130-515	EGGETT GLADE D	2,013.68
133-0-130-525	KIEN THA K	2,203.64
133-0-130-535	MEREDITH JOHN R & AMY	2,203.64

ATTACHMENT NO. 4
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
132-0-140-365	DGENK LLC	3,415.32
132-0-140-375	HARVEY KATHLEEN M & TERRAL	3,415.32
132-0-140-385	NEWSTAT JOSHUA & FREYA	3,415.32
132-0-140-395	MANWANI KALANWANTI	2,721.30
132-0-140-405	STEWART LEROY S JR & TESSA	3,415.32
132-0-140-415	GUIZAR LAURENA & GUIZAR JOSE C & MAI	3,415.32
132-0-140-425	CARRILLO RONNIE & DEBORAH A	2,721.30
132-0-140-435	TAPIA SERGIO & SONIA	3,415.32
132-0-140-445	VALENZUELA JOSE	3,415.32
132-0-140-455	OPPENHEIMER MATT	3,415.32
132-0-140-465	HETTENA DANIEL J & MELISSA L	2,721.30
132-0-140-475	NEVAREZ ANTHONY	3,415.32
132-0-140-485	LE VAN ET AL	3,415.32
132-0-140-495	VERGEL JENNIFER S	2,721.30
132-0-140-505	MONTOYA JOSE	3,415.32
132-0-140-515	CHANG SANDY H	2,203.64
132-0-140-525	BRZEZINSKI KENNETH L & MARY E	2,013.68
132-0-140-535	SOLIZ JESS & LETICIA	2,013.68
132-0-140-545	GANGADHAR AVINASH & PATEL SAPANA	2,013.68
132-0-140-555	FATE CHAD & RENEE	2,013.68
132-0-140-565	MIKHAIL NOURA A	2,203.64
132-0-140-575	MATTHEWS GREGORY S	2,203.64
132-0-140-585	PARDINES STEVEN & JEANETE	2,013.68
132-0-140-595	GALLEGOS ANTHONY G & KATHLEEN	2,013.68
132-0-140-605	BARRAGAN FRANCISCO M	2,013.68
132-0-140-615	HERRING JAMES D & SANDRA	2,013.68
132-0-140-625	TONG TAO	2,013.68
132-0-140-635	SIPES MARC	2,203.64
132-0-150-035	MAHAN CELINDA L	2,401.36
132-0-150-045	LU YUEFENG & CAI XIAOHONG	2,721.30
132-0-150-055	VANKEULEN HENDRIK & VANKEULEN CAS	2,401.36
132-0-150-065	TO IRWIN H & DOMINICA	2,401.36
132-0-150-075	GARCIA JAIME & SURYADI SYLVIA	2,721.30
132-0-150-085	ZHENG PENG	2,401.36
132-0-150-095	MELGOZA MARTIN	2,401.36
132-0-150-105	MENDOZA ARTHUR K & THELMA R	2,401.36
132-0-150-115	DAVID MARIAVENUS L	2,401.36
132-0-150-125	HILL BRIAN & KARRY	2,401.36
132-0-150-135	LOPEZ ISRAEL R & ROCHA REBECCA	2,721.30
132-0-150-145	MERCURIO ALESSANDRO P III & BJORK KF	2,721.30
132-0-150-155	GONZALEZ RYAN O	2,401.36
132-0-150-165	HERNANDEZ BERNARDO	2,721.30
132-0-150-175	VALENZUELA EVELIA	2,721.30
132-0-150-185	SALDANA SHEILA S	2,401.36
132-0-150-205	GARCIA TOMAS H	2,401.36
132-0-150-215	CARBAJAL EFRAIN & RUVALCABA TERESA	2,721.30
132-0-150-225	GUTIERREZ ALYSSA N	2,721.30
132-0-150-235	RODRIGUEZ FRANCISCO A & RODRIGUEZ	2,401.36
132-0-150-245	BAEZA EDWARD & TEENA A	2,721.30
132-0-150-255	BERNAL DANILO & MARIA E D L	2,721.30
132-0-150-265	TENA LUIS A & DIAZ DASY	2,721.30
132-0-150-275	CHINN JEAN & PARK	2,401.36
132-0-150-285	SINSUAN RODRIGO C JR & JUDITH	2,401.36
132-0-150-295	SUTHERLAND RYAN & RACHEL	2,721.30
132-0-150-305	BATRA JASPREET & DHARAMJEET	2,721.30
132-0-150-315	DAINKO MATTHEW L	2,721.30
132-0-150-325	MARTINEZ JOSE A JR	2,401.36
132-0-150-335	CHANG CESAR G & PINEDA EMILIA	2,721.30
132-0-150-345	VAKILIAN NADER & MAHNAZ N	2,721.30
132-0-150-355	AVELAR FERNANDO & ALICIA A	2,401.36
132-0-150-365	ROUTHIER DAVID & STEPHANIE	2,203.64
132-0-150-375	SUNG RACHEL I	2,013.68
132-0-150-385	RAMESH AHUJA G & GELANI MADHUBALA	2,013.68
132-0-150-395	O BRIEN MARGARET & SHULMAN JEFFREY	2,013.68

Parcel No.	Owner	Levy Amount
133-0-130-545	LEMOS MICHAEL C & BELINDA	2,203.64
133-0-130-555	TAKAHARA DANIEL & ANICE	2,203.64
133-0-130-565	RIBEIRO CHRISTOPHER J & ASHLEY	2,013.68
133-0-130-575	VILLAVICENCIO RUDY & CAROLINA	2,013.68
133-0-130-585	CARRENO ALEJANDRO & MARIA C G	2,203.64
133-0-130-595	MERCADO PAULINE & KENNEY CHRISTINE	2,203.64
133-0-130-605	KEITH TERENCE D	2,203.64
133-0-130-615	SIMEONE JAMES & AMY	2,203.64
133-0-130-625	POTTER BRANDON L	2,203.64
133-0-130-635	WISEMAN KENNETH & LORI	2,013.68
133-0-140-015	WREN-FONTANA COLLEEN B	2,013.68
133-0-140-025	PEREZ JOSE A	2,013.68
133-0-140-035	GREEN ASHLEY	2,013.68
133-0-140-045	CORIA RONNIE Q & JEANETTE J	2,013.68
133-0-140-055	BRONSON CHRISTOPHER J	1,638.22
133-0-140-065	ARIZA JOSE D	2,203.64
133-0-140-075	VICTORIA JOHN P R & COOPER-VICTORIA E	2,203.64
133-0-140-085	DE LEON JONATHAN G & FRYER CHELSEY	1,638.22
133-0-140-095	EPINO REEZA	2,013.68
133-0-140-105	QUICK JUDY R	2,013.68
133-0-140-115	STOWERS TIM & STOWERS BENNIE & GISE	2,013.68
133-0-140-125	VAIL LAWRENCE C & VALENTINA R & GONZ	2,013.68
133-0-140-135	MODGLIN DANIEL P & ADRIANA	1,638.22
133-0-140-145	FERRITTO JOHN II	2,203.64
133-0-140-155	BECKER JOSEPH	2,203.64
133-0-140-165	O BRIEN MICHAEL	1,638.22
133-0-140-175	GAZAUI DARREN E & HANNAH R	2,013.68
133-0-140-185	DOMINGO ALVIN & ORCULLO-DOMINGO JO	2,013.68
133-0-140-195	BENSON JOHN A & MEENA	2,013.68
133-0-140-205	DENNIS COLLEEN M & KOGER NICOLE	2,013.68
133-0-140-215	SOKOLOWSKI BRYAN E & ASHLEIGH	2,013.68
133-0-140-225	HOGSTAD GRECILDA L	2,013.68
133-0-140-235	PERILLO JOSEPH J & JILL M	2,203.64
133-0-140-245	AGANINTA EDIBER S	1,638.22
133-0-140-255	SHERMAN TIMOTHY D & SHANNON L	1,638.22
133-0-140-265	SHORT AIDAN & LOPEZ DIANA	2,203.64
133-0-140-275	REYNOSO JANETTE J	2,013.68
133-0-140-285	BYERLY STEVEN E & DANA L	2,013.68
133-0-140-295	CASTILLO EDUARDO & FORD TRICIA A	2,013.68
133-0-140-305	RING CHRISITAN M	2,013.68
133-0-140-315	AHMED MOHAMED & JOHNSON AMANDA J	2,203.64
133-0-140-325	BACON GARY A & JULIE A	1,638.22
133-0-140-335	MIKKELSON ANDREW L	1,638.22
133-0-140-345	PASKIN ALLAN & TAYLOR L	2,203.64
133-0-140-355	CONANT THOMAS E & HOLLY	2,013.68
133-0-140-365	TELLEZ VALENTIN & MARIEDELLE	2,013.68
133-0-140-375	BLANCHE PATRICK Y	2,013.68
133-0-140-385	CHU MIKE & CHU TIMOTHY	2,013.68
133-0-140-395	RICHARDSON KYLE ET AL	2,013.68
133-0-140-405	GILBERT NORMAN W	2,013.68
133-0-140-415	NUNEZ ALEXANDRIA C	1,638.22
133-0-140-425	BUSH BRIAN B & MARY K	2,203.64
133-0-140-435	DAVIS KENNETH J & JULIE A	2,203.64
133-0-140-445	MORALES AXEL M	1,638.22
133-0-140-455	VASSO RICHARD L & ALISHA	2,013.68
133-0-140-465	PEREZ RAMIRO H & MARICRUZ	2,013.68
133-0-140-475	MCCULLUM MONIQUE A	2,013.68
133-0-140-485	GONZALEZ JAIME D	2,013.68
133-0-140-495	RUSSELL DUSTIN & HOFFMAN JAIMIE	1,638.22
133-0-140-505	LUANGPHINITH CHOUMP & BERTA LASZLO	2,203.64
133-0-140-515	MERCADO GUS I & ETHEL R	2,203.64
133-0-140-525	MARTIN CASEY	1,638.22
133-0-140-535	MARCHESE JOHN J & SARAH TR	2,013.68
133-0-140-545	LAM DANNY Q	2,013.68

ATTACHMENT NO. 4
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
132-0-150-405	MONTES MONICA J	2,013.68
132-0-150-415	CARBONE LORI & PAI EDWIN	2,203.64
132-0-150-425	LOW JOHN	2,203.64
132-0-150-435	UYESATO ANDREW	2,203.64
132-0-150-445	MOHAMED AMER & MICHELLE D TR	2,013.68
132-0-150-455	WAX MIKKEL & SHARON W H TR	2,013.68
132-0-150-465	CALAMBA DOMINADOR X TR ET AL	2,013.68
132-0-150-475	BAUTISTA DANIEL	2,013.68
132-0-150-485	LOZANO SANDRA & RAMIREZ VANESSA N	2,013.68
132-0-150-495	JOHNSON KIRK & JULIE	2,203.64
132-0-170-125	SWIFT EVADNE M	2,586.50
132-0-170-135	LIN KAI K & ANNE	2,586.50
132-0-170-145	AVILA RUBY R & MARTINEZ RIGOBERTO A	2,586.50
132-0-170-155	HANSON MARK J & YIN MANITA	2,586.50
132-0-170-165	LUNA CHARLIE & LISA M	2,586.50
132-0-170-175	LODWICK LYLE C & MARY A	2,586.50
132-0-170-185	TSAI ERIC	2,586.50
132-0-170-195	CZERWINSKI MACIEK S & AMANDA J	2,586.50
132-0-170-205	RANKEL CLAUDIA	2,586.50
132-0-170-215	KAWAGUCHI JEFFREY & ZAMORA DARLEN	2,586.50
132-0-170-225	KUBANET MICHAEL K & KARI T	2,586.50
132-0-170-235	DOUTHIT MAIA B TR	2,586.50
132-0-170-245	VALDELLON ZENAIDA B	2,013.68
132-0-170-255	MURILLO RICHARD L TR	2,203.64
132-0-170-265	LEAHY STEVEN P & TALIA J D	2,586.50
132-0-170-275	MICHEL JULIO & MARTHA	2,586.50
132-0-170-285	SLUSAR RAYMOND M	2,203.64
132-0-170-295	GONZALEZ NADIA M & GONZALEZ JOSE L	2,203.64
132-0-170-305	STASZEWSKI JEROME W & BRIDGIT	2,586.50
132-0-170-315	MACAULAY AMBER & DUCHARME DAVID J	2,013.68
132-0-170-325	WU ANDY & MATELA RUBY	2,203.64
132-0-170-335	HARRISON TAMMY M	2,586.50
132-0-170-345	TSAI EDWARD M & CHEN WINNIE W	2,586.50
132-0-170-355	HARWICH KEELY A	2,203.64
132-0-170-365	MAH MEEN K & KYONG L	2,013.68
132-0-170-375	BLANCO JORGE S & CONSOLACION	2,586.50
132-0-170-385	FREEMAN SHEA A & ALICIA TR	2,586.50
132-0-170-395	SHIPP CHRISTIAN	2,586.50
132-0-170-405	VALENZUELA ANTHONY R & MELISSA	2,586.50
132-0-170-415	LOCKWOOD SAMANTHA E	2,586.50
132-0-170-425	HWANG KYU S & YOUNG Z	2,586.50
132-0-170-435	AHLUWALIA MUKESH K & SONIA	2,586.50
132-0-170-445	HARVEY TERRAL B & ANNE	2,586.50
132-0-170-455	BRUDZINSKI DAVID & REMY A	2,586.50
132-0-170-465	LI JIA	2,586.50
132-0-170-475	MONFORT ROBERTO S	2,586.50
132-0-170-485	DIDOMIZIO CHRISTOPHER & VILLAVICENC	2,586.50
132-0-170-495	WAGNER WILLIAM TR	2,586.50
132-0-170-505	ESQUIVEL JOSE M	2,586.50
132-0-170-515	BECERRA-GUZMAN NORMA	2,013.68
132-0-170-525	COOK SARA	2,203.64
132-0-170-535	PACE JOHN B TR	2,586.50
132-0-170-545	PENG SHENGJI & LIMING	2,586.50
132-0-170-555	BENNET RICHARD H	2,203.64
132-0-170-565	RODRIGUEZ GERARDO	2,013.68
132-0-170-575	ATHERTON ENTERPRISES INC	2,586.50
132-0-170-585	HASKELL DEBBIE	2,586.50
132-0-170-595	PAREDES JESUS & DIONICIA & LOPEZ ANI	2,586.50
132-0-170-605	FRENA COLETTE	2,586.50
132-0-170-615	LODWICK LYLE C & MARY A & TOVAR JOHI	2,586.50
132-0-170-625	COVEY MEEGON A & MICHAEL A	2,586.50
132-0-170-635	HANSEN SUSANNE	2,586.50
132-0-170-645	ALVARADO MANUEL JR & ERICA P	2,586.50
132-0-170-655	BALOGUN YUSUF A	2,586.50

Parcel No.	Owner	Levy Amount
133-0-140-555	WESTBERG STEVEN G & CAROLYN S	2,013.68
133-0-140-565	RIVAS JOSEPH & WHITNEY & GUEVARA WII	2,013.68
133-0-140-575	PARRA THOMAS A	2,013.68
133-0-140-585	HUFFMAN JOHN W JR & TRACY L	2,013.68
133-0-140-595	FREOW MONICA R	2,013.68
133-0-140-605	YIN DARRYL & BAXENDALE KATHRYN A	2,013.68
133-0-140-615	MERA EDUARDO & MARTHA B & MERA COR	1,638.22
133-0-140-625	RODRIGUEZ GONZALO U & PAMELA D	2,203.64
133-0-140-635	SHIRLEY JAMES B & CHACON IVAN & TENIL	2,203.64
133-0-140-645	MARTIN MICHAEL L & JODI L	1,638.22
133-0-140-655	BROWN AIMEE	2,013.68
133-0-140-665	LEMIEUX KELLY	2,013.68
133-0-140-675	FOSTER LINDA TR	2,013.68
133-0-140-685	COLEMAN RUSSELL	2,013.68
133-0-140-695	YANG KEVIN & ZHAO JIA	1,638.22
133-0-140-705	CHU JENNIFER & CHU TIMOTHY	2,203.64
133-0-140-715	MORENO RICARDO E	1,638.22
133-0-140-725	EMELO RICHARD J & LISA M	2,203.64
133-0-140-735	RATINOFF EDWARD & MARISA	2,013.68
133-0-140-745	FISHEL STEVEN M & JIDAPA	2,013.68
133-0-140-755	IKEMOTO JENNIFER K	2,013.68
133-0-140-765	FELTON DANIEL & ALLISON	2,013.68
133-0-140-775	WALDROUP GREGORY L	2,013.68
133-0-140-785	GAETOS SHARON D	2,203.64
133-0-140-795	HADLEY BRYCE S & ERICA	2,203.64
133-0-140-805	HERNANDEZ CHRISTINA	2,203.64
133-0-140-815	CRAWFORD DANIEL K & HUANG SHUYU	2,203.64
133-0-140-825	MCKEE MELVILLE R & ERICA	2,203.64
133-0-140-835	BOORA SUDHEER	2,013.68
133-0-150-015	VALERIO LUZ	2,203.64
133-0-150-025	ROSS MARIA O	2,203.64
133-0-150-035	LARSON DONALD	1,638.22
133-0-150-045	CONTI MICHAEL K & KAUB KAYLENE M	2,203.64
133-0-150-055	CARR BRIAN & LEWMAN SADIE	2,203.64
133-0-150-065	STAGE RANDY	1,638.22
133-0-150-075	AYALA-SANCHEZ GILBERT & AYALA SONIA	1,638.22
133-0-150-085	GRIFFITH WAYNE & DONNA	2,203.64
133-0-150-095	REYES MANUEL A & DEBORAH J	2,203.64
133-0-150-105	LANG ROBERT J & AILYN B	1,638.22
133-0-150-115	JAMBA TERRENCE & WOOLLEY DEBRA	2,203.64
133-0-150-125	DOMINGUEZ SCOTT	2,203.64
133-0-150-135	DE LOS REYES DENA M	2,203.64
133-0-150-145	LIM JOHN & MELISSA A	2,203.64
133-0-150-155	TORRES PABLO & BRIDGE-TORRES CAMBF	1,638.22
133-0-150-165	HERNANDEZ MERWIN J & SOFIA L	2,203.64
133-0-150-175	LIPPMAN RHONDA J	2,203.64
133-0-150-185	SMITH JAMI	1,638.22
133-0-150-195	TEJADA ADRIAN M	1,638.22
133-0-150-205	RANUCCI RICCARDO & GIOVANNA	2,203.64
133-0-150-215	KOBASHIKAWA DANA K	2,203.64
133-0-150-225	MUNYON JACOB & KATHRYN	2,203.64
133-0-150-235	THOMPSON SUSAN W	2,203.64
133-0-150-245	SPICKLER JOSEPH E	1,638.22
133-0-150-255	BELL JAMES & LAURA	2,203.64
133-0-150-265	MIYATA YUKIHIRO & ESTHER W TR	2,203.64
133-0-150-275	SHEPHERD JASON K	1,638.22
133-0-150-285	FELICE CHRISTINE	1,638.22
133-0-150-295	SCHMEECKLE THEODORE & JANICE	2,203.64
133-0-150-305	BRONAUGH FAITH	2,203.64
133-0-150-315	KWONG JASON	1,638.22
133-0-150-325	YASUDA DENISE	2,203.64
133-0-150-335	BURNS JOSIAH L & AMANDA L	2,203.64
133-0-170-015	SONGER DAVID W & VANESSA T	2,960.34
133-0-170-025	KAPRELIAN MEKO J & JENNIFER	2,960.34

ATTACHMENT NO. 4
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
132-0-170-665	WION CHRISTINA M	2,586.50
132-0-170-675	CASTRO ROMULO C & MARIA T E	2,586.50
132-0-180-175	ORTIZ-AVILA VERONICA	2,013.68
132-0-180-185	FONSECA GERARDO G & ELIZABETH	596.42
132-0-180-195	JUAREZ GUMARO I & RAMIREZ VERONICA	596.42
132-0-180-205	DUARTE CECELIA	596.42
132-0-180-215	GUTIERREZ LETICIA H	596.42
132-0-180-225	SALINAS RAUL P	2,013.68
132-0-180-235	DESPORTE JASON K	2,013.68
132-0-180-245	SANCHEZ SALVADOR & LETICIA	596.42
132-0-180-255	DOMINGUEZ THERESA A	596.42
132-0-180-265	ANGELES OLGA R	596.42
132-0-180-275	RAMOS DAVID H	596.42
132-0-180-285	LEE LIANG-CHIN-DO & LI C	2,013.68
132-0-180-295	PIMENTEL RUBEN D & ROSA M	596.42
132-0-180-305	MEDRANO MONICA A	596.42
132-0-180-315	ROBERTS BRIAN & ROBERTS SARAH	2,013.68
132-0-180-325	SAKILAYAN JANICE	596.42
132-0-180-335	VILLAFANA DANIEL & IRENE G	596.42
132-0-180-345	DREILING JEFFREY M & SARAH M	596.42
132-0-180-355	ALCANTAR JOSE M & CARDENAS NOEMI M	596.42
132-0-180-365	THOMAS CHRISTINE N	2,013.68
132-0-180-375	LIBAO REMIGIO L & GRACELYN H	596.42
132-0-180-385	SAN JUAN JOSEPH G & VERONICA R	596.42
132-0-180-395	CARROLL MATTHEW J & LINDA C	596.42
132-0-180-405	DELGADO JOSE M & MARIA E	596.42
132-0-180-415	SALINAS SYLVIA R	2,013.68
132-0-180-425	NUNEZ JAMES R & OFELIA	596.42
132-0-180-435	MORALES BENITO & GARCIA-MORALES PA	596.42
132-0-180-445	HASER BARBARA TR	596.42
132-0-180-455	KRESS NICOLE S	596.42
132-0-180-465	FONG RONALD C	2,013.68
132-0-180-475	PARDINI ERIC	596.42
132-0-180-485	VERAN ENRIQUE II & ROWENA	596.42
132-0-180-495	PANGILINAN ROMEO N & ELIZABETH	596.42
132-0-180-505	UELTSCHI MEGAN C	596.42
132-0-180-515	EARDLEY RYAN S & MELISSA S & ERB FLO	2,013.68
132-0-180-525	ORENSHEIN JONATHAN & DAPHNE	2,013.68
132-0-180-535	GOMEZ FRANCISCO J & BLANDINA N	596.42
132-0-180-545	SANCHEZ HUMBERTO & DELIA	596.42
132-0-180-555	MAGANA JOSE A & BEATRIS A	596.42
132-0-180-565	ESPEJO NICANOR & MYRNA	596.42
132-0-180-575	ZIERHUT PETER T & MARIA G	2,013.68
132-0-180-585	GOMEZ JAIME L JR	2,013.68
132-0-180-595	GUTIERREZ JOSE M & CRUZ D	596.42
132-0-180-605	ROQUE JOSEPH P & MARYANN B	596.42
132-0-180-615	RAMOS ERNESTO & MARIA C	596.42
132-0-180-625	LUQUIN JOSE A & VERONICA C	596.42
132-0-180-635	MORGAN DOUGLAS E & SUSAN A	2,013.68
132-0-180-645	SCHAEFER ASHLEY	2,013.68
132-0-180-655	GUERRERO ANGEL & HERNANDEZ LYDIA	596.42
132-0-180-665	BELARMINO ROWENA U	596.42
132-0-180-675	BAEZ JUAN M & OROZCO HORTENCIA B	596.42
132-0-180-685	ARTEAGA ENRIQUE & ANA M	596.42
132-0-180-695	CAMACHO VICENTE B & MONICA M	2,013.68
132-0-180-705	CHOI BYONG O	2,013.68
132-0-180-715	TORRES RODOLFO C & LOPEZ MARIA J	596.42
132-0-180-725	MUSE PAUL A TR	596.42
132-0-180-735	RIVERA MATTHEW A	596.42
132-0-180-745	QUINONES JOEL	596.42
132-0-180-755	SWIFT GLORIA A	2,013.68
132-0-180-765	QUAN JUSTIN K	2,013.68
132-0-180-775	GARCIA JOSE D & CLAUDIA M	596.42
132-0-180-785	VICTORIA ELIZABETH & VICTORIA RAMIRO	596.42

Parcel No.	Owner	Levy Amount
133-0-170-035	RITCHEY ROBERT	2,721.30
133-0-170-045	WEBSTER BRIAN	2,401.36
133-0-170-055	DAVIS JASON J & LERMA ROSE M	2,401.36
133-0-170-065	UY HECTOR Y & PRAXEDES J	2,721.30
133-0-170-075	VASQUEZ REGGIE & VERONICA C	2,721.30
133-0-170-085	BATES RYAN C & SOCORRO	2,721.30
133-0-170-095	HALL RONALD L & BREEN-HALL JUDITH M	2,721.30
133-0-170-105	SHANG XIAOHUI & ZHONG HUI	2,401.36
133-0-170-115	YEH GEORGE ET AL	2,401.36
133-0-170-125	SANDOVAL OSCAR J	2,721.30
133-0-170-135	LINSKY AARON A	2,721.30
133-0-170-145	CHABAN ROBERTA & CHABAN YVONNE	2,721.30
133-0-170-155	PARE TERENCE	2,721.30
133-0-170-165	SUBRAMANI RAJESH K & SRIDHARAN SUJA	2,401.36
133-0-170-175	STANDARD PACIFIC CORP	2,401.36
133-0-170-185	STANDARD PACIFIC CORP	2,721.30
133-0-170-195	PAGAN AARON & CARLOCK JEAN	2,721.30
133-0-170-205	GALLAGHER RYAN P & SARAH M	2,721.30
133-0-170-215	HODGSON GORDON C & LINDA H	2,401.36
133-0-170-225	MASTERS RICHARD J & JUDY R	2,721.30
133-0-170-235	MENDOZA ANTHONY & KRISTIN	2,721.30
133-0-170-245	BARRETT JOHN C	2,401.36
133-0-170-255	OLSON JEFFERY C	2,401.36
133-0-170-265	WILLIAMS EARL & SHALEN	2,721.30
133-0-170-275	BELL DAVID A & KERRY LYNN	2,721.30
133-0-170-285	MANALO DANTE C JR	2,401.36
133-0-170-295	BOYLE STEVEN & ANGELA	2,721.30
133-0-170-305	AGUILAR ERNESTO P JR	2,721.30
133-0-170-315	CHUNG JUNE O & JUNG SUL	2,401.36
133-0-170-325	MARIN REXCEL F & JOY G	2,401.36
133-0-170-335	CARL BRADLEY & CYNTHIA S	2,721.30
133-0-170-345	GHATTAS NANCY	2,721.30
133-0-170-355	POWERS JOSUA D & ALLEN-POWERS TIFF/	2,721.30
133-0-170-365	THOMPSON MARK D & MONIKA A	2,721.30
133-0-170-375	WILLIAMS MICHAEL J & CHEUNG MANCHI	2,401.36
133-0-170-385	STEGMAN ANDREA L & STEGMAN DAVID W	2,401.36
133-0-170-395	GUYETTE RICHARD W	2,960.34
133-0-170-405	STRACK STEPHEN M & LYNNANNETTE	2,721.30
133-0-170-415	COGSWELL GEORGE III & CLAUDIA	2,960.34
133-0-170-425	LODICO DONALD P JR & TERA A	2,721.30
133-0-170-435	LAM MICHELLE H	2,401.36
133-0-170-445	BONHAM TERESA J	2,401.36
133-0-170-455	REYNOLDS JOHN C	2,721.30
133-0-170-465	SHEA MATTHEW R & LAGESSE NICOLE D	2,960.34
133-0-170-475	CHAVEZ JOHNNY F & ANGELIQUE M	2,960.34
133-0-170-485	CRUZ ANGELO C & JENALYN C	2,721.30
133-0-170-495	MERCADO-PEREZ ELIEZER & FIGUEROA-VE	2,401.36
133-0-170-505	CHIQUITO ADRIANA & CHIQUITO ISMAEL &	2,401.36
133-0-170-515	ROSENTHAL JOSEPH D & JENNIFER	2,721.30
133-0-170-525	MANSUR ROSELLE	2,721.30
133-0-170-535	SHOEMATE BRADY & KATHY	2,721.30
133-0-170-545	VILLANUEVA RAUL O & CECILIA F	2,721.30
133-0-180-015	CORONA RIVERPARK LLC	1,257.56
133-0-180-025	CORONA RIVERPARK LLC	1,099.54
133-0-180-035	CORONA RIVERPARK LLC	1,099.54
133-0-180-045	CORONA RIVERPARK LLC	1,099.54
133-0-180-055	CORONA RIVERPARK LLC	1,099.54
133-0-180-065	CORONA RIVERPARK LLC	1,099.54
133-0-180-075	CORONA RIVERPARK LLC	1,099.54
133-0-180-085	CORONA RIVERPARK LLC	1,099.54
133-0-180-095	CORONA RIVERPARK LLC	1,310.22
133-0-180-105	CORONA RIVERPARK LLC	1,272.04
133-0-180-115	CORONA RIVERPARK LLC	1,099.54
133-0-180-125	CORONA RIVERPARK LLC	1,099.54

ATTACHMENT NO. 4
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
132-0-190-015	RODRIGUEZ ALBERT & SYLVIA	596.42
132-0-190-025	DOMINGUEZ FELIPE & MONTEJANO YANIR	596.42
132-0-190-035	ESPINOZA VICTOR M & DORIAN N	2,013.68
132-0-190-045	HERNANDEZ JOSE R & JUANA M R	596.42
132-0-190-055	TORRES MARIA	596.42
132-0-190-065	THERRIEN CHRISTINA M	596.42
132-0-190-075	WARNER TAMA K	596.42
132-0-190-085	ROBINETT LAYLA E	596.42
132-0-190-095	GONZALEZ RAFAEL & VALDES MARIA C	596.42
132-0-190-105	MUNOZ SALVADOR & OFELIA	596.42
132-0-190-115	CORTEZ PEDRO A	596.42
132-0-190-125	DIMAS PEDRO & THUYLINH NGUYEN	596.42
132-0-190-135	PARKER CAMERON M & JESSICA M	596.42
132-0-190-145	VALDEZ GERARDO & VELASQUEZ MARIA	596.42
132-0-190-155	RAMIREZ MICHAEL P & AUDREY A	596.42
132-0-190-165	RODRIGUEZ ALEJANDRA & HERNANDEZ FI	596.42
132-0-190-175	SANCHEZ SUZANNA	596.42
132-0-190-185	PREMIER AMERICA CREDIT UNION	2,013.68
132-0-190-195	RIVERA RIGOBERTO	596.42
132-0-190-205	CUNNINGHAM DAREK A & REGINA M	596.42
132-0-190-215	NGUYEN SEAN TOAN & HO PHUONG DUNG	596.42
132-0-190-225	HERNANDEZ GUILLERMO	596.42
132-0-190-235	GARCIA MARICELA R	596.42
132-0-190-245	GONZALEZ LORENA & GONZALEZ GUILLEF	596.42
132-0-190-255	MENCHACA JOSE L & ZAMORA MARIA L	596.42
132-0-190-265	ALTHOF GARRETT	596.42
132-0-190-275	REYES ADRIAN ET AL	596.42
132-0-190-285	MENDOZA PETER & BRENDA	596.42
132-0-190-295	CARDONA EYMARD & NATIVIDAD	596.42
132-0-190-305	GOODEN CHRISTOPHER & NIKOLE	596.42
132-0-190-315	VOYTEK RONALD	2,013.68
132-0-190-325	STEVENSON DAVID & VELASQUEZ CAROL	596.42
132-0-190-335	HARDING CLINTON & KATHLEEN	596.42
132-0-190-345	RAYMUNDO ARVIE & MAY	2,013.68
132-0-190-355	RUBY SAMUEL E & JILLIAN G	596.42
132-0-190-365	RUIZ MAYTE	596.42
132-0-190-375	SANCHEZ JIMMY & CORRALES DE SANCHE	596.42
132-0-190-385	SMITH ROSEANN M	596.42
132-0-190-395	STEWART MICHAEL & AMANDA	596.42
132-0-190-405	EVANS ARIANNE K	596.42
132-0-200-015	BROWN BRIAN & GRANO CHRISTINA	2,203.64
132-0-200-025	BENCIVENGA MARK	2,013.68
132-0-200-035	FANDINO JOAQUIN & LINDA	2,013.68
132-0-200-045	GOMEZ RENATO ET AL	2,013.68
132-0-200-055	CRUZ DANIEL J	2,203.64
132-0-200-065	CHILDRESS MICHAEL R	2,013.68
132-0-200-075	MURPHY KAVAN & BRIDGET	2,013.68
132-0-200-085	ORTIZ LARRY & LONGBINE CHERIE	2,013.68
132-0-200-095	CERVANTES EMMANUEL J	596.42
132-0-200-105	CAMPOS FRANCISCO D A & ROSA L	596.42
132-0-200-115	GONZALEZ CESAR & CARRIZALES ADRIEN	596.42
132-0-200-125	NAVARRO ANTONIO C & GLORIA F	596.42
132-0-200-135	GARCIA VAIRO & ALEJANDRA	596.42
132-0-200-145	DOMINGUEZ EVERARDO G & IMELDA	596.42
132-0-200-155	ESCALA ERIC E & HELEN Y	596.42
132-0-200-165	WALLACE MICHAEL J	2,013.68
132-0-200-175	RODRIGUEZ BALDEMAR V	596.42
132-0-200-185	LEYVA JUAN J & LLAMAS-LEYVA ROCIO	596.42
132-0-200-195	NEAT MICHAEL J	596.42
132-0-200-205	QUINTANA JOE B & MONICA R	596.42
132-0-200-215	TORRES SALVADOR & MARIA G	596.42
132-0-200-225	LOPEZ ARTURO ET AL	596.42
132-0-200-235	MENDEZ IVAN G	2,203.64
132-0-200-245	DELL KEVIN	2,013.68

Parcel No.	Owner	Levy Amount
133-0-180-135	CORONA RIVERPARK LLC	1,099.54
133-0-180-145	CORONA RIVERPARK LLC	1,099.54
133-0-180-155	CORONA RIVERPARK LLC	1,099.54
133-0-180-165	CORONA RIVERPARK LLC	1,099.54
133-0-180-175	CORONA RIVERPARK LLC	1,099.54
133-0-180-185	CORONA RIVERPARK LLC	1,451.14
133-0-180-195	CORONA RIVERPARK LLC	1,746.10
133-0-180-205	CORONA RIVERPARK LLC	1,057.40
133-0-180-215	CORONA RIVERPARK LLC	1,057.40
133-0-180-225	CORONA RIVERPARK LLC	1,057.40
133-0-180-235	CORONA RIVERPARK LLC	1,750.04
133-0-180-245	CORONA RIVERPARK LLC	1,668.40
133-0-180-255	CORONA RIVERPARK LLC	1,096.90
133-0-180-265	CORONA RIVERPARK LLC	1,094.26
133-0-180-275	CORONA RIVERPARK LLC	1,094.26
133-0-180-285	CORONA RIVERPARK LLC	1,094.26
133-0-180-295	CORONA RIVERPARK LLC	1,094.26
133-0-180-305	CORONA RIVERPARK LLC	1,095.58
133-0-180-315	CORONA RIVERPARK LLC	1,095.58
133-0-180-325	CORONA RIVERPARK LLC	1,090.32
133-0-180-335	CORONA RIVERPARK LLC	1,094.26
133-0-180-345	CORONA RIVERPARK LLC	1,094.26
133-0-180-355	CORONA RIVERPARK LLC	1,095.58
133-0-180-365	CORONA RIVERPARK LLC	1,091.64
133-0-180-375	CORONA RIVERPARK LLC	1,094.26
133-0-180-385	CORONA RIVERPARK LLC	1,094.26
133-0-180-395	CORONA RIVERPARK LLC	1,617.04
133-0-180-405	MOISES RIZA A	2,721.30
133-0-180-415	ROBLEDO RONNA L	2,721.30
133-0-180-425	BERRY ALISHA L	2,721.30
133-0-180-435	JAMISON MICHAEL T	2,721.30
133-0-180-445	GONZALEZ ISRAEL & NICOLETTE N	2,401.36
133-0-180-455	PINEDO ERICKA S	2,401.36
133-0-180-465	QIAN RONGJI ET AL	2,721.30
133-0-180-475	ATKINSON DAVID L & MARCI B	2,721.30
133-0-180-485	SPEARS MARK & CARVALHO JULIANE G	2,721.30
133-0-180-495	LOY DAVID W & MOLLY M	2,721.30
133-0-180-505	SORIANO ROBERT	2,401.36
133-0-180-515	TORRES WALTER J & MARY	2,401.36
133-0-180-525	DONOVAN KAREN	2,721.30
133-0-180-535	ESQUIVEL JORGE I A & VALERIE O	2,721.30
133-0-180-555	DORN CARL W	1,638.22
133-0-180-565	LIERA ALEJANDRO	2,013.68
133-0-180-575	GOANA JOE A & RUIZ JACQUELINE	2,013.68
133-0-180-585	BURDETTE SIERRA & SMEDLEY NICHOLAS	1,638.22
133-0-180-595	CASTELLANOS LETICIA	2,013.68
133-0-180-605	FISCHER MORMAN M & JOAN L	1,638.22
133-0-180-615	HOURIEH JOSEPH M	1,638.22
133-0-180-625	ARROYO RICHARD G & ARROYO MICHAEL A	2,013.68
133-0-180-635	CHU MIKE & YUKARI	1,638.22
133-0-180-645	SANDOVAL GREG J	1,638.22
133-0-180-655	GUERRERO RODRIGO & GUERRERO ELIZAI	2,013.68
133-0-180-665	MCALLISTER PAUL J	1,638.22
133-0-180-675	TSUI CHENYU	1,638.22
133-0-180-685	TAYLOR STEPHANIE A	2,013.68
133-0-180-695	BARSELOU ROBERT G & MICHELLE C	2,013.68
133-0-180-705	KARIUKI HUMPHREY G & KURIA MARGARET	1,638.22
133-0-180-715	LEE HAEJIN	2,013.68
133-0-180-725	NELSON SCOTT D	1,638.22
133-0-180-735	NELSON SCOTT A & MICHELLE M	2,013.68
133-0-180-745	MORGAN CRAIG A & WATSON-MORGAN WE	1,638.22
133-0-180-755	DUTTWEILER DEANNA R	2,013.68
133-0-180-765	DUDLEY MICHAEL L	1,638.22
133-0-180-775	TULLO FRANK	2,013.68

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
132-0-200-255	ROSALES HECTOR M	2,013.68
132-0-200-265	BELANGER CORY & MERLYN	2,013.68
132-0-200-275	BRADY TERENCE	2,203.64
132-0-200-285	CASILLAS MICHAEL & CASILLAS MARIA T	2,013.68
132-0-200-295	EBELL TYLER J	2,013.68
132-0-200-305	DAHIYA KARAM	2,013.68
132-0-200-455	LEGASPI MARIA L	1,638.22
132-0-200-465	MAROTTA GINA A TR	1,638.22
132-0-200-475	MAGNUSSON RON L	1,638.22
132-0-200-485	LOPEZ JUAN C T & TORRES MARIA G	2,013.68
132-0-200-495	LUJAN CHRISTOPHER J	2,013.68
132-0-200-505	SERRATA MICHAEL JR & ANA	2,203.64
132-0-200-515	HECKMANN ANGELA	2,013.68
132-0-200-525	ZINN BRIAN C & CARR-ZINN ANGELA L	1,638.22
132-0-200-535	ALVARADO RUBEN & BARARITA	1,638.22
132-0-200-545	MANIPOD VANIA D	1,638.22
132-0-200-555	HO MELYSSA	2,013.68
132-0-200-565	SHOKAT MUHAMMAD	2,013.68
132-0-200-575	TUTORA JOHN R & RUNNING-TUTORA LAU	2,013.68
132-0-200-585	BAIDA DARRON	2,203.64
132-0-210-345	NG STEPHEN	1,638.22
132-0-210-355	MCKENZIE SANDRA	1,638.22
132-0-210-365	FALCON ARMANDO & EDNA	1,638.22
132-0-210-375	ADAP JACQUELINE	1,638.22
132-0-210-385	GUALTIERI ANDREW	1,638.22
132-0-210-395	HOFMANN JARED	1,638.22
132-0-210-405	WHITELEY TROY	1,638.22
132-0-210-415	WU DAVID L	1,638.22
132-0-210-425	AKINDELE GAFAYAT	1,638.22
132-0-210-435	PAYMANI ALI & HEJAZI SHIVA	1,638.22
132-0-210-445	ZOUZOUNIS DARREN	1,638.22
132-0-210-455	GIBSON LEROY A III	1,638.22
132-0-210-465	KARAMOOZ MAHDIAR D & MICHELLE	1,638.22
132-0-210-475	MINCE DAVID & SHELLEY	1,638.22
132-0-210-485	SCHOLL OSCAR	1,638.22
132-0-210-495	EDQUILANG RYAN A & ELANOR	2,013.68
132-0-210-505	PETTIT WILLIAM F & COURTNEY L	1,638.22
132-0-210-515	MONREAL TOM & NEYRA	1,638.22
132-0-210-525	SHEN LIANG & CAI JIAO	1,638.22
132-0-210-535	GONZALES SALVADOR M	2,013.68
132-0-210-545	RONCES HUGO	1,638.22
132-0-210-555	CHAIREZ ALEJANDRO L & NIKKI R	1,638.22
132-0-210-565	KOCH JONATHAN A	1,638.22
132-0-210-575	LIMON JOSE L	1,638.22
132-0-210-585	CEGLIA ANTOINETTE T	1,638.22
132-0-210-595	HARTLEY JOHN & SHEANNA M	1,638.22
132-0-210-605	MATEO JOSHUA V & AMY	1,638.22
132-0-210-615	PACHECO ERIC	1,638.22
132-0-210-625	EISENHAUER FELIX & TARA ET AL	1,638.22
132-0-210-635	TOOHEY ELIZABETH	1,638.22
132-0-210-645	GREEN JORDAN & CHRISTA & CLEGG TOD	1,638.22
132-0-210-655	VALLENDER MICHAEL S TR	1,638.22
132-0-230-185	SONATA AT RIVERPARK PART LP	18,518.42
132-0-230-195	OXNARD DEV SITE I LLC	66,486.56
132-0-230-205	OXNARD DEV SITE I LLC	66,486.56
132-0-230-215	TEMPO APARTMENTS DEV CO LP	139,503.04
132-0-251-015	CHU MIKE & YUKARI	2,013.68
132-0-251-025	KEMPNER SHARON	2,013.68
132-0-251-035	MONROY FRANKLIN & RAMIREZ BRENY V	2,013.68
132-0-251-045	RAYA JEHOVA	2,013.68
132-0-251-055	ILAGAN ADRIAN & JOILERIN	2,013.68
132-0-251-065	LAGOMARSINO DANELL M	2,013.68
132-0-251-075	LOPEZ FELIPE D	2,013.68

Parcel No.	Owner	Levy Amount
133-0-180-785	FRUSH CAMDEN S & AVELAR GARRET M	2,013.68
133-0-180-795	TAYLOR JOSHUA & CARRIE L	1,638.22
133-0-180-805	WIEMERS ANDREW G	2,013.68
133-0-180-815	LONTINE BEAU J	1,638.22
133-0-220-015	SCHMIDT RAYMOND R & BRENDA J	2,203.64
133-0-220-025	DUTZY REBECCA S	2,203.64
133-0-220-035	MUSIAL ANDRZEJ M & KOWALIK ZOFIA	1,638.22
133-0-220-045	SILVA LORENA	1,638.22
133-0-220-055	FRANKLIN HENRY & HUYNH-FRANKLIN MAI	2,203.64
133-0-220-065	ADAMS MATTHEW A & WITT HAYLEY K	2,203.64
133-0-220-075	STUREK ALIN & JILLIAN	2,203.64
133-0-220-085	NORDELLA CHRISTOPHER & JILLIAN	2,203.64
133-0-220-095	SALSEDO MAXINE M	1,638.22
133-0-220-105	MAY MARGARET S TR	1,638.22
133-0-220-115	SEMERAU ROBERT J & CHRISTINA M	2,203.64
133-0-220-125	MUELLER DOUGLAS L	2,203.64
133-0-220-135	HADD DONALD A & CHRISTINE	2,203.64
133-0-220-145	AMARO DANIEL A & BARNHART CHARISSA	2,203.64
133-0-220-155	MARSHALL ROBERT & REBECCA	1,638.22
133-0-220-165	FONG JEFFERSON	1,638.22
133-0-220-175	CARPENTER KAAL	2,203.64
133-0-220-185	PULISIC MATTHEW & CATHERINE	2,203.64
133-0-220-195	SHAHEED JAMEEL & ENJOLI	2,203.64
133-0-220-205	MORGAN MICHAEL & JULIET	2,203.64
133-0-220-215	CASTELLANO JOHN & DOLORES D	1,638.22
133-0-220-225	NEWELL WADE B	1,638.22
133-0-220-235	ARCEO CESAR R & ZAVALA YOLANDA	2,203.64
133-0-220-245	PROBERT MICHAEL & BETH	2,203.64
133-0-220-255	INGRAM LISA	2,203.64
133-0-220-265	JO JAMES U & JOOWON TR	2,203.64
133-0-220-275	DUFFNER JOHN	1,638.22
133-0-220-285	PAUL KRISTOPHER C & WENDY	1,638.22
133-0-220-295	MANZANO ANGEL JR TR	2,203.64
133-0-220-305	MENGA ROBERT	2,203.64
133-0-220-315	JANESS ELAINA	2,203.64
133-0-220-325	TORRES ERIBERTO F & MONARRES LETICI	2,203.64
133-0-220-335	STEWART JARED D & HEIDI	1,638.22
133-0-220-345	RATINOFF EDWARD & MARISA	1,638.22
133-0-220-355	ARREOLA IRMA & GOMEZ FLORA	2,203.64
133-0-220-365	ORTIZ MARK A & TRISHA C	2,203.64
133-0-220-375	CHRISTIANSEN DOUGLAS-R	2,013.68
133-0-220-385	DEMPSEY DANIEL & BETH A	2,586.50
133-0-220-395	ANSPAUGH ROGER L & MARIBEL B	2,203.64
133-0-220-405	NORTHCROSS CHARLES & KATHLEEN	2,203.64
133-0-220-415	PECORARI GIACOMO P	2,586.50
133-0-220-425	RIDEAUX CARL M & DARLENE R	2,013.68
133-0-220-435	ALCALA GILBERT & DARLENE	2,203.64
133-0-220-445	CALDWELL REED & NORMAN-CALDWELL J/	2,586.50
133-0-220-455	QUIN JEFFREY H & MARY J	2,013.68
133-0-220-465	PAINTER SUSAN E TR	2,013.68
133-0-220-475	BARBER STEPHEN E & HOLLY N	2,586.50
133-0-220-485	LEGAUX SEAN G & MANSKY KRISTIN M	2,203.64
133-0-220-495	REGAN WILLIAM B	2,013.68
133-0-220-505	PHAIL PAUL & TOFFEL ERICA	2,586.50
133-0-220-515	HERBERT JAMES K & CAROL S	2,203.64
133-0-220-525	AGS MERIDIAN LLC	2,203.64
133-0-220-535	NEWTON RANDY & SORAYA	2,586.50
133-0-220-545	SHIRICHENA CHRISTIAN & KUDZAI	2,013.68
133-0-220-555	KLECKNER ETHAN C & KREMSDORF TESS I	2,203.64
133-0-220-565	GILL STEVEN	2,586.50
133-0-220-575	DREBEN DEBRA	2,013.68
133-0-220-595	SMITH WILLIAM O & BERYL C	2,203.64
133-0-220-605	BARLETT CHARLES & CAROL	2,586.50

ATTACHMENT NO. 4
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
132-0-251-085	BANZON JEAN	2,013.68
132-0-251-095	CULVERSON GARY L & CULVERSON DENIS	2,013.68
132-0-251-105	CROSS JEREMIAH C & KARIN	2,013.68
132-0-251-115	RAMOS AIDA N	2,013.68
132-0-251-125	TSUJIMOTO TAKUYA & YURI	2,013.68
132-0-251-135	SOWTER NEAL	2,013.68
132-0-251-145	RAMIREZ JEFF A & BRENDA C	2,013.68
132-0-251-155	HUANG ERIC	2,013.68
132-0-251-165	WOJTAL MARK P & LANI	2,013.68
132-0-251-175	ESCOBEDO ALBERT E	2,013.68
132-0-251-185	LAFRICAN ROBIN	2,013.68
132-0-251-195	ARELLANO ARTHUR & RAINA	2,013.68
132-0-251-205	RHODES BILL J & JACLYN M	2,013.68
132-0-251-215	MCQUILLAN FRANCIS X & KELLY SUSAN L	2,013.68
132-0-251-225	MCHANEY MICHAEL & APRIL IRR TR	2,013.68
132-0-251-235	FAST UNDERCAR INC	2,013.68
132-0-251-245	EVANS PAMELA	2,013.68
132-0-251-255	PULS PETRA	2,013.68
132-0-251-265	PIERCE PATRIC A	2,013.68
132-0-251-275	QUINTANA CYNTHIA	2,013.68
132-0-251-285	THIBODO JAMES S & PAMELA L TR	2,013.68
132-0-251-295	FLORES PAUL M & MYNATT JASON E	2,013.68
132-0-251-305	CHAMBERS PATRICK S & VERONICA	2,013.68
132-0-251-315	MONTOYA LORI & ISAAC ENCARNACION	2,013.68
132-0-251-325	LAKEVIEW LOAN SERVICING LLC	2,776.44
132-0-251-335	BAKER TERRENCE & BAKER JERE J	2,776.44
132-0-251-345	MADRID UN SUK	2,776.44
132-0-251-355	MCWORTER KATHY	2,776.44
132-0-251-365	FISHER SETHARD	2,586.50
132-0-251-375	DANGANAN JENNY	2,203.64
132-0-251-385	DESAI JAYMIT R & DESAI ROHIT & JYOTI	2,203.64
132-0-251-395	KO FEI & LIN & CHANG YU & PING	2,586.50
132-0-251-405	SIFUENTES DOMINGO JR	2,203.64
132-0-251-415	KANJI DAVENDRA & PREMVATI	2,203.64
132-0-251-425	JOHNSON NORMA S	2,586.50
132-0-251-435	PHAM VINCENT A	2,586.50
132-0-251-445	ANDERSON TYLER	2,203.64
132-0-251-455	BERHANE YONATAN & FESSHAZION SARA	2,586.50
132-0-251-465	VORHIS AARON & SARAH	2,586.50
132-0-251-475	BANALES MARTIN & PRADO BRENDA	2,203.64
132-0-251-485	GARZON MARIA A	2,586.50
132-0-251-495	AVLIA JESUS & CRAIG SAMANTHA E	2,586.50
132-0-251-505	SANTANA AMANDA	2,203.64
132-0-251-515	MAYER MARK & MOONEY JENNIFER L	2,203.64
132-0-251-525	DERAS CARLOS & MARIBEL	2,586.50
132-0-251-535	KRISCHER GORDON E & SHARON TR	2,586.50
132-0-251-545	GIGLIO JESSE & AMY	2,203.64
132-0-251-555	MILLER STEPHAN J & KELLI J	2,586.50
132-0-251-565	AHMED MOHAMED & JOHNSON AMANDA	2,586.50
132-0-251-575	GONZALEZ ELIZABETH	2,203.64
132-0-251-585	OROZCODIAZ SERGIO E	2,586.50
132-0-251-595	NOJADERA ALLAN & GERALDINE	2,586.50
132-0-251-605	PILLADO LORETTA M	2,203.64
132-0-251-615	CLARK MICHAEL & KATHARINE	2,203.64
132-0-251-625	VIRI AQUILINO G & ZENAIDA T & VIRI JAY M	2,586.50
132-0-251-635	JOSE KALANI G & KANJI SATIVA G	2,586.50
132-0-251-645	THRIFT KRISTI D	2,586.50
132-0-251-655	ABELSON ADELE	2,586.50
132-0-251-665	AGS MARKET STREET LLC	2,586.50
133-0-220-615	VALVERDE SHIRLEY & ORTIZ MICHAEL A	2,013.68
133-0-220-625	HARBISON KEVIN B	2,013.68
133-0-220-635	SMITH JEREMY Y & SMITH ROBERT S TR	2,586.50
133-0-220-645	VODILA NATHANAEL J & TANYA P	2,203.64
133-0-230-015	FREEMAN AARON D	2,013.68
133-0-230-025	WILLIAMS RICKY L & JOESPHINE V	2,203.64
133-0-230-035	NEVAREZ MARGIE & NEVAREZ CARMEN L	2,203.64
133-0-230-045	FRENCH WILLIAM IV	2,203.64
133-0-230-055	CHAMPION WILLIAM & DELEVIE JACK	2,203.64
133-0-230-065	SAUTERNE LLC	2,203.64
133-0-230-075	BANUELOS JOSEPHINE	2,013.68
133-0-230-085	LEONARDO GLORIA G	2,776.44
133-0-230-095	BEARD GLYNN D & STEPPE TERESA L	2,586.50
133-0-230-105	ELMER DEAN P & PEREZ MONICA D	2,586.50
133-0-230-115	BRADFORD RICHARD C & MINDAMORA	2,586.50
133-0-230-125	TU JOHN H	2,586.50
133-0-230-135	MOFFA JULIA S	2,776.44
133-0-230-145	HARPER ROLAND	2,776.44
133-0-230-155	LECLAIR DAVID M & GEYLA	2,586.50
133-0-230-165	KLINEFELTER MATTHEW & KRYSTIE	2,586.50
133-0-230-175	RUHMEL JAMES R & MCINTYRE ROBYN M	2,776.44
133-0-230-185	SAADATI MICHAEL & VICTORIA	2,013.68
133-0-230-195	MEZA MATTHEW J & PELHAM KATHLEEN B	2,203.64
133-0-230-205	GONZALES MANUEL & MALIG HANNAH L	2,203.64
133-0-230-215	FAULKNER SHANE & CASSANDRA	2,203.64
133-0-230-225	ALLADI KRISHNASWAMY & VANI	2,203.64
133-0-230-235	SPENCE SEAN	2,013.68
133-0-230-245	BIRDSONG JAMES K & ROBIN S	2,013.68
133-0-230-255	KHAN RASHIDAH M	2,203.64
133-0-230-265	BARBER ERIC M	2,203.64
133-0-230-275	WINSLETT DANNY	2,203.64
133-0-230-285	HANLON ROBERT S & AUNDREA	2,203.64
133-0-230-295	BANKS GLENDA	2,203.64
133-0-230-305	GILBERT TRUDY	2,203.64
133-0-230-315	MAZO DIEGO & CARUSO TATIANA	2,013.68
133-0-230-325	KANEKO RANDY M & CAROLYN L	2,013.68
133-0-230-335	VOLPE CARL F	2,203.64
133-0-230-345	MCDANIEL SHAUN & CARRIE	2,203.64
133-0-230-355	MOHAN ROGER A & DOROTHEA M	2,203.64
133-0-230-365	CHIOURN MOULINE	2,203.64
133-0-230-375	CRUZ HECTOR & CHIZU	2,013.68
133-0-230-385	MILLS JORDAN & SUZANNE	2,776.44
133-0-230-395	MENDEZ EDMUNDO TR	2,586.50
133-0-230-405	COCCIA CYNTHIA D	2,586.50
133-0-230-415	MILLER BARTON D	2,586.50
133-0-230-425	NICHOLS CARMEN	2,586.50
133-0-230-435	BARRETT J CHRISTOPHER	2,776.44
133-0-241-015	AGS LAND HOLDINGS I LP	2,721.30
133-0-241-025	AGS LAND HOLDINGS I LP	2,401.36
133-0-241-035	AGS LAND HOLDINGS I LP	2,721.30
133-0-241-045	AGS LAND HOLDINGS I LP	2,721.30
133-0-241-055	AGS LAND HOLDINGS I LP	2,401.36
133-0-241-065	AGS LAND HOLDINGS I LP	2,721.30
133-0-241-075	AGS LAND HOLDINGS I LP	2,401.36
133-0-241-085	AGS LAND HOLDINGS I LP	1,111.40
133-0-241-095	AGS LAND HOLDINGS I LP	2,073.98
133-0-241-105	ELACORA RIVERPARK LLC	1,744.78
133-0-241-115	ELACORA RIVERPARK LLC	1,169.34
133-0-241-125	ELACORA RIVERPARK LLC	1,115.34

ATTACHMENT NO. 4
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
132-0-251-675	AGS MARKET STREET LLC	2,586.50
132-0-251-685	ARAUJO MANUEL & LYDIA V	2,586.50
132-0-252-015	GASPERIK DAVID & PETERSON DANA J	2,013.68
132-0-252-025	FOLEY CHRISTOPHER	2,013.68
132-0-252-035	TUMBEIRO BETH Y	2,013.68
132-0-252-045	ROWDEN MELISSA A	2,013.68
132-0-252-055	LEWIS W MORSE & CONNIE L	2,013.68
132-0-252-065	CRUZ NICHOLAS L & DUNLAP SARA	2,013.68
132-0-252-075	MUNOZ ANABEL H	2,013.68
132-0-252-085	CHAI KENICHI	2,013.68
132-0-252-095	ROJAS ANNE H TR	2,013.68
132-0-252-105	MINNOCK JAMES & KRISTEL	2,013.68
132-0-252-115	THROCKMORTON RICHARD & PHYLLIS	2,013.68
132-0-252-125	ACEVES ANDRES D & DELEON KELLY	2,013.68
132-0-252-135	HOYLE MARK B	2,013.68
132-0-252-145	SELLING WILLIAM B	2,013.68
132-0-252-155	DOYLE GWYNNETH L	2,013.68
132-0-252-165	SANCHEZ JESS N & CRISANTA J	2,013.68
132-0-252-175	DOUGLASS BRUCE	2,013.68
132-0-252-185	PEREZ OSCAR & PAUL-PEREZ FRANCINE	2,013.68
132-0-252-195	ISHIKAWA YUKO TR	2,013.68
132-0-252-205	WALSH RYAN F & KATHRYN	2,013.68
132-0-252-215	MIRANDA JAIME A & NATALLY	2,013.68
132-0-252-225	PORTER MELISSA	2,013.68
132-0-252-235	HERRERA ANGEL V	2,013.68
132-0-252-245	CHU MIKE & YUKARI & CHU TIMOTHY	2,013.68
132-0-252-255	MESSER GLEN & ANGELA	2,013.68
132-0-252-265	SMITH AMY E TR	2,013.68
132-0-252-275	DAIGLER GARY D	2,013.68
132-0-252-285	PEARCE SHANNON L	2,013.68
132-0-252-295	TARANGO BARBARA	2,013.68
132-0-252-305	MCMAHAN TORY & BEENA	2,013.68
132-0-252-315	MARTINEZ CARLOS & GARCIA YOLANDA	2,013.68
132-0-252-325	WILLIAMS KENNA L	2,013.68
132-0-252-335	WELLING DONALD R	2,013.68
132-0-252-345	SOLITAIRE JAMES & MONICA	2,013.68
132-0-252-355	OOSTDYK AARON J & HARMONY	2,013.68
132-0-252-365	LOOBY JOHN J & MATTSON-LOOBY KRISTI	2,013.68
132-0-252-375	KNIGHT BRANDON & BROOKE	2,013.68
132-0-252-385	GUERRERO RICHARD & ELAINE	2,013.68
132-0-252-395	GRUBER STEVEN M & ESTHER M	2,013.68
132-0-252-405	RODRIGUEZ LUZ & RODRIGUEZ SANDRA	2,013.68
132-0-252-415	HUFF WANDA	2,013.68
132-0-252-425	CHU MIKE & YUKARI	2,013.68
132-0-252-435	BOHMAN TIFFANY E & MELVILLE DONNA	2,013.68
132-0-252-445	PEREZ MARCO A & PEREZ NICOLAS A	2,013.68
132-0-252-455	GRAY DANIEL P & TRICIA	2,013.68
132-0-252-465	BOUCHAN MARIA T & OZUNA GABRIEL	2,013.68
132-0-252-475	RICHARDSON JEFFREY R	2,586.50
132-0-252-485	MACMAHON DANNY & MACMAHON JEREMI	2,203.64
132-0-252-495	WRIGHT JOHN P & TODD ELIZABETH K	2,203.64
132-0-252-505	ALCOVA JIMMY P & ESTELA	2,586.50
132-0-252-515	SALTEE JOHN E JR & REBECCA TR	2,586.50
132-0-252-525	MCCALL COLLEEN J TR	2,203.64
132-0-252-535	CANTU JOHN & REBECCA	2,586.50
132-0-260-015	WILLIAMS ROD R TR	2,013.68
132-0-260-025	TSAI EDWARD M H & CHEN WINNIE W L	2,013.68
132-0-260-035	RIEHL CHRISTOPHER	2,013.68
132-0-260-045	GAO VICTOR FENG & LEIGH FU	2,013.68

Parcel No.	Owner	Levy Amount
133-0-241-135	ELACORA RIVERPARK LLC	1,135.10
133-0-241-145	ELACORA RIVERPARK LLC	1,452.44
133-0-241-155	ELACORA RIVERPARK LLC	1,768.48
133-0-241-165	ELACORA RIVERPARK LLC	2,721.30
133-0-241-175	ELACORA RIVERPARK LLC	2,721.30
133-0-241-185	ELACORA RIVERPARK LLC	2,721.30
133-0-241-195	ELACORA RIVERPARK LLC	2,401.36
133-0-241-205	ELACORA RIVERPARK LLC	2,721.30
133-0-241-215	ELACORA RIVERPARK LLC	2,401.36
133-0-241-225	ELACORA RIVERPARK LLC	2,721.30
133-0-242-015	AGS LAND HOLDINGS I LP	1,060.04
133-0-242-025	AGS LAND HOLDINGS I LP	1,247.02
133-0-242-035	ELACORA RIVERPARK LLC	1,182.50
133-0-242-045	ELACORA RIVERPARK LLC	1,049.50
133-0-242-055	ELACORA RIVERPARK LLC	1,120.62
133-0-243-015	ELACORA RIVERPARK LLC	2,721.30
133-0-243-025	ELACORA RIVERPARK LLC	2,721.30
133-0-243-035	ELACORA RIVERPARK LLC	2,401.36
133-0-243-045	ELACORA RIVERPARK LLC	2,721.30
133-0-243-055	ELACORA RIVERPARK LLC	2,401.36
133-0-243-065	ELACORA RIVERPARK LLC	2,401.36
133-0-243-085	ELACORA RIVERPARK LLC	2,401.36
133-0-243-095	ELACORA RIVERPARK LLC	2,401.36
133-0-243-105	ELACORA RIVERPARK LLC	2,478.24
133-0-243-115	AGS LAND HOLDINGS I LP	1,481.42
133-0-243-125	AGS LAND HOLDINGS I LP	1,481.42
133-0-243-135	AGS LAND HOLDINGS I LP	1,481.42
133-0-243-145	AGS LAND HOLDINGS I LP	1,481.42
133-0-243-155	AGS LAND HOLDINGS I LP	1,481.42
133-0-243-165	AGS LAND HOLDINGS I LP	1,464.30
133-0-244-015	ELACORA RIVERPARK LLC	1,420.84
133-0-244-025	ELACORA RIVERPARK LLC	2,960.34
133-0-244-035	ELACORA RIVERPARK LLC	3,415.32
133-0-244-045	ELACORA RIVERPARK LLC	2,721.30
133-0-244-055	AGS LAND HOLDINGS I LP	1,534.08
133-0-244-065	AGS LAND HOLDINGS I LP	1,480.10
133-0-244-075	AGS LAND HOLDINGS I LP	1,480.10
133-0-244-085	AGS LAND HOLDINGS I LP	1,480.10
133-0-245-015	ELACORA RIVERPARK LLC	1,468.24
133-0-245-025	ELACORA RIVERPARK LLC	1,468.24
133-0-245-035	ELACORA RIVERPARK LLC	1,468.24
133-0-245-045	ELACORA RIVERPARK LLC	1,468.24
133-0-245-055	ELACORA RIVERPARK LLC	1,468.24
133-0-245-065	ELACORA RIVERPARK LLC	1,468.24
133-0-245-075	ELACORA RIVERPARK LLC	1,416.90
133-0-245-085	AGS LAND HOLDINGS I LP	1,416.90
133-0-245-095	AGS LAND HOLDINGS I LP	1,416.90
133-0-245-105	AGS LAND HOLDINGS I LP	1,416.90
133-0-245-115	AGS LAND HOLDINGS I LP	1,416.90
133-0-245-125	AGS LAND HOLDINGS I LP	1,416.90
133-0-245-135	AGS LAND HOLDINGS I LP	1,850.12
133-0-245-145	ELACORA RIVERPARK LLC	2,070.04
133-0-245-155	ELACORA RIVERPARK LLC	1,416.90
133-0-245-165	ELACORA RIVERPARK LLC	1,416.90
133-0-245-175	ELACORA RIVERPARK LLC	1,416.90
133-0-245-185	ELACORA RIVERPARK LLC	1,416.90
133-0-245-195	ELACORA RIVERPARK LLC	1,416.90
133-0-245-215	ELACORA RIVERPARK LLC	1,470.88
133-0-245-225	ELACORA RIVERPARK LLC	1,470.88

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
132-0-260-055	CAHUANTZI JENIFFER & CAHUANTZI CRYS	2,013.68
132-0-260-065	CRUZ CYNTHIA G D L	2,013.68
132-0-260-075	SHELTON LAUREL	2,013.68
132-0-260-085	R L S W TR	2,013.68
132-0-260-095	VASQUEZ ERIC V	2,013.68
132-0-260-105	CAVALETTO ROLLIE L & NELL C TR	2,013.68
132-0-260-115	WISE ROBERT & YUKO	2,013.68
132-0-260-125	BISWAS SUGATA & LAURA S	2,013.68
132-0-260-135	LIGETI CYNTHIA	2,013.68
132-0-260-145	JUAREZ RICK	2,013.68
132-0-260-155	LERETTE JARROD C & ROSANA	2,013.68
132-0-260-165	JONES CARLY	2,013.68
132-0-260-175	VILLEGAS ROBERT A & MARIA T F	2,013.68
132-0-260-185	LEFEBVRE PAUL F & JAMOND ELIZABETH	2,013.68
132-0-260-195	LIBBRECHT BRUNO & CUEVA ELIZABETH	2,776.44
132-0-260-205	MITCHELL DAVID M JR & VEA JINGLE	2,776.44
132-0-260-215	WEY CHERYL	2,776.44
132-0-260-225	WEBER WILLIAM A TR	2,776.44
132-0-260-235	HERRERA ALAN & CHANDRA	2,776.44
132-0-260-245	ZOTTOLA GLENN P & DIANA J TR	2,776.44
132-0-260-255	JONES-CATHCART ANDREW-J	2,776.44
132-0-260-265	NGUYEN TRUONG	2,776.44
132-0-260-275	HOSTETTER STEPHEN	2,776.44
132-0-260-285	HA MATTHEW	2,776.44
132-0-260-295	SIMMONS PAUL C & CHARLOTTE	2,776.44
132-0-260-305	ROMAR STEPHAN W JR & MASSOVICH ANI	2,776.44
132-0-260-315	DASSIA WAY LLC	2,776.44
132-0-260-355	TALLMAN KIM	2,776.44
132-0-260-365	RIGONAN NESTOR M & CORVELITA S	2,776.44
132-0-260-375	WICKMAN BERNARD R & MAXWELL-WICKM	2,776.44
132-0-260-385	BURCHFIELD KI S TR	2,776.44
132-0-260-395	MENDOZA ROBERT	2,776.44
132-0-260-405	CAVALETTO GIOVANNI & JOCELESTE	2,776.44
132-0-260-415	GONZALES JOE & CAROL	2,776.44
132-0-260-425	HONEA CHARLES R	2,776.44
132-0-260-435	MAIER CHRISTIE	2,776.44
132-0-260-445	DAO MICHAEL	2,776.44
132-0-260-455	LAWHEED SEAN & GRIFFITHS LINDSEY	2,776.44
132-0-260-465	DOZIER ORLANDO	2,776.44
132-0-260-475	TAYLOR SIMON A & BETHANY J TR	2,776.44
132-0-260-485	WALSH ANN M	2,776.44
132-0-260-495	KALLA JANOS M & ACKERMAN-KALLA LANI	2,776.44
132-0-260-505	RIVERPARK A LLC	3,081.36
132-0-260-515	CORONA RIVERPARK LUMINARIA LLC	6,552.92
132-0-260-525	CORONA RIVERPARK LUMINARIA LLC	8,191.14
132-0-260-535	CORONA RIVERPARK LUMINARIA LLC	921.76
132-0-260-545	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-271-015	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-271-025	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-271-035	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-271-045	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-271-055	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-271-065	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-271-075	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-271-085	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-271-095	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-271-105	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-271-115	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-271-125	CORONA RIVERPARK LUMINARIA LLC	1,638.22

Parcel No.	Owner	Levy Amount
133-0-245-235	ELACORA RIVERPARK LLC	1,470.88
133-0-245-245	ELACORA RIVERPARK LLC	1,416.90
133-0-245-255	ELACORA RIVERPARK LLC	1,416.90
133-0-245-265	ELACORA RIVERPARK LLC	1,416.90
133-0-246-035	ELACORA RIVERPARK LLC	1,485.36
133-0-246-045	ELACORA RIVERPARK LLC	1,485.36
133-0-246-055	ELACORA RIVERPARK LLC	1,485.36
133-0-246-065	ELACORA RIVERPARK LLC	1,485.36
133-0-246-075	ELACORA RIVERPARK LLC	1,485.36
133-0-246-085	ELACORA RIVERPARK LLC	1,485.36
133-0-246-095	ELACORA RIVERPARK LLC	1,485.36
133-0-246-105	ELACORA RIVERPARK LLC	1,485.36
133-0-246-115	ELACORA RIVERPARK LLC	1,485.36
133-0-246-125	ELACORA RIVERPARK LLC	1,485.36
133-0-246-135	ELACORA RIVERPARK LLC	1,485.36
133-0-246-145	ELACORA RIVERPARK LLC	1,485.36
133-0-251-015	CORONA RIVER PARK LLC	1,755.32
133-0-251-025	CORONA RIVER PARK LLC	1,472.20
133-0-251-035	CORONA RIVERPARK LLC	1,472.20
133-0-251-045	CORONA RIVERPARK LLC	1,472.20
133-0-251-055	CORONA RIVERPARK LLC	1,472.20
133-0-251-065	CORONA RIVERPARK LLC	1,806.66
133-0-251-075	ELACORA RIVERPARK LLC	2,721.30
133-0-251-085	ELACORA RIVERPARK LLC	2,721.30
133-0-251-095	ELACORA RIVERPARK LLC	2,721.30
133-0-251-105	ELACORA RIVERPARK LLC	2,401.36
133-0-251-115	ELACORA RIVERPARK LLC	2,721.30
133-0-251-125	CORONA RIVERPARK LLC	1,859.34
133-0-251-135	CORONA RIVERPARK LLC	1,473.52
133-0-251-145	CORONA RIVERPARK LLC	1,473.52
133-0-251-155	CORONA RIVERPARK LLC	1,473.52
133-0-251-165	CORONA RIVER PARK LLC	1,473.52
133-0-251-175	CORONA RIVER PARK LLC	1,842.22
133-0-251-185	ELACORA RIVERPARK LLC	1,348.42
133-0-251-195	ELACORA RIVERPARK LLC	1,190.40
133-0-251-205	ELACORA RIVERPARK LLC	1,191.72
133-0-251-215	ELACORA RIVERPARK LLC	1,210.16
133-0-251-225	ELACORA RIVERPARK LLC	1,418.20
133-0-252-015	AGS LAND HOLDINGS I LP	1,461.66
133-0-252-025	AGS LAND HOLDINGS I LP	1,058.72
133-0-252-035	AGS LAND HOLDINGS I LP	1,057.40
133-0-252-045	AGS LAND HOLDINGS I LP	1,095.58
133-0-252-055	AGS LAND HOLDINGS I LP	1,066.62
133-0-252-065	AGS LAND HOLDINGS I LP	1,054.76
133-0-252-075	AGS LAND HOLDINGS I LP	1,060.04
133-0-252-085	AGS LAND HOLDINGS I LP	1,058.72
133-0-252-095	AGS LAND HOLDINGS I LP	1,082.42
133-0-252-105	AGS LAND HOLDINGS I LP	1,062.66
133-0-252-115	AGS LAND HOLDINGS I LP	1,057.40
133-0-252-125	AGS LAND HOLDINGS I LP	1,060.04
133-0-252-135	ELACORA RIVERPARK LLC	1,058.72
133-0-252-145	ELACORA RIVERPARK LLC	1,066.62
133-0-252-155	ELACORA RIVERPARK LLC	1,062.66
133-0-252-165	ELACORA RIVERPARK LLC	1,054.76
133-0-252-175	ELACORA RIVERPARK LLC	1,054.76
133-0-252-185	ELACORA RIVERPARK LLC	1,063.98
133-0-252-195	ELACORA RIVERPARK LLC	1,056.08
133-0-252-205	ELACORA RIVERPARK LLC	1,053.46
133-0-252-215	ELACORA RIVERPARK LLC	1,050.82

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
132-0-271-135	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-271-145	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-271-155	HAMILTON DENNIS A & VICTORIA A	2,013.68
132-0-271-165	MALEJEWSKI MARIUSZ & MALEJEWSKA E\	2,013.68
132-0-271-175	KARIJANTO MARTHA	2,013.68
132-0-271-185	LUEVANO ANTHONY C & LISA A	2,013.68
132-0-271-195	LORENTZEN MARTIN G & SHARON TR	2,013.68
132-0-271-205	DIAZ ANTHONY	2,013.68
132-0-271-215	PRADO JOSE M F	2,013.68
132-0-271-225	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-271-235	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-271-245	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-271-255	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-271-265	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-271-275	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-271-285	GALLEGOS DELIA	2,586.50
132-0-271-295	AISEMBERG JULIO & CARMEN	2,586.50
132-0-271-305	GAGUI DAISY A C	2,586.50
132-0-271-315	MARSHALL ELISA M	2,586.50
132-0-271-325	BATRA MANPREET S & PRAJAPATI AARTI	2,586.50
132-0-271-335	SERRY FARDAD M & MA LUCIA O	2,203.64
132-0-271-345	CASAS RAMON M & GLENNAN JENNIFER L	2,586.50
132-0-271-355	DAVIS JONATHAN M & ELAINE	2,586.50
132-0-271-365	CHINN RENEE L	2,203.64
132-0-271-375	SHOWERS CASEY & MELISSA	2,203.64
132-0-271-385	LI RUNKAI	2,586.50
132-0-271-395	FRYE SEAN & KEENE-FRYE TAMMY	2,586.50
132-0-271-405	WILMOT UNABETTE E	2,203.64
132-0-271-415	TIETHOF JACK & SY ANITA TR	2,586.50
132-0-271-425	CASEY ALGAY G & LINDA	2,586.50
132-0-271-435	CAPRA ANTONIO	2,203.64
132-0-271-445	GEISE ROBERT J & LOURDES	2,203.64
132-0-271-455	PEREZ FERNANDO S & YVETTE M	2,586.50
132-0-271-465	NICACIO BRENDA M	2,586.50
132-0-271-475	FIGLIO DANIEL & CRISTINA C	2,203.64
132-0-271-485	ALBERT EDWARD A & CYNTHIA A	2,586.50
132-0-271-495	MEIFEI TR	2,586.50
132-0-271-505	WEST BRETTON & CARLA & HARRIS DOUG	2,586.50
132-0-271-515	OCHOA CESAR & KELLY	2,586.50
132-0-271-525	KUPERSTEIN PAUL D & KUPERSTEIN HELE	2,203.64
132-0-271-535	KILGORE JOSEPH	2,203.64
132-0-271-545	WANG JOHN L & SHINLAN C	2,586.50
132-0-271-555	KREISHER KYLE C	2,586.50
132-0-271-565	SANCHEZ DANIEL	2,203.64
132-0-271-575	BOGUS MARVIN	2,586.50
132-0-271-585	MAKALINTAL ALLAN	2,586.50
132-0-271-595	MONGEON JAMES	2,586.50
132-0-271-605	ENNIS KIMBERLY	2,586.50
132-0-271-615	PENFIELD SCOTT & JAMIE	2,586.50
132-0-272-015	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-025	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-035	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-045	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-055	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-065	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-075	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-085	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-095	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-105	CORONA RIVERPARK LUMINARIA LLC	1,638.22
133-0-252-225	ELACORA RIVERPARK LLC	1,052.14
133-0-252-235	ELACORA RIVERPARK LLC	1,402.40
133-0-252-245	AGS LAND HOLDINGS I LP	1,461.66
133-0-252-255	AGS LAND HOLDINGS I LP	1,199.62
133-0-252-265	AGS LAND HOLDINGS I LP	1,179.86
133-0-252-275	AGS LAND HOLDINGS I LP	1,179.86
133-0-252-285	AGS LAND HOLDINGS I LP	1,356.32
133-0-253-015	ELACORA RIVERPARK LLC	1,765.86
133-0-253-025	ELACORA RIVERPARK LLC	1,420.84
133-0-253-035	ELACORA RIVERPARK LLC	1,420.84
133-0-253-045	ELACORA RIVERPARK LLC	1,420.84
133-0-253-055	ELACORA RIVERPARK LLC	1,420.84
133-0-253-065	ELACORA RIVERPARK LLC	1,420.84
133-0-253-075	ELACORA RIVERPARK LLC	1,420.84
133-0-253-085	ELACORA RIVERPARK LLC	1,420.84
133-0-253-095	AGS LAND HOLDINGS I LP	1,480.10
133-0-253-105	AGS LAND HOLDINGS I LP	1,480.10
133-0-253-115	AGS LAND HOLDINGS I LP	1,480.10
133-0-253-125	AGS LAND HOLDINGS I LP	1,480.10
133-0-253-135	AGS LAND HOLDINGS I LP	1,480.10
133-0-253-145	AGS LAND HOLDINGS I LP	1,480.10
133-0-253-155	AGS LAND HOLDINGS I LP	1,817.20
133-0-254-015	ELACORA RIVERPARK LLC	1,547.26
133-0-254-025	ELACORA RIVERPARK LLC	1,468.24
133-0-254-035	ELACORA RIVERPARK LLC	1,468.24
133-0-254-045	ELACORA RIVERPARK LLC	1,468.24
133-0-254-055	ELACORA RIVERPARK LLC	1,468.24
133-0-254-065	ELACORA RIVERPARK LLC	1,468.24
133-0-254-075	ELACORA RIVERPARK LLC	1,416.90
133-0-254-085	ELACORA RIVERPARK LLC	1,416.90
133-0-254-095	ELACORA RIVERPARK LLC	1,416.90
133-0-254-105	ELACORA RIVERPARK LLC	1,416.90
133-0-254-115	ELACORA RIVERPARK LLC	1,416.90
133-0-254-125	ELACORA RIVERPARK LLC	1,416.90
133-0-254-135	ELACORA RIVERPARK LLC	1,437.96
133-0-255-015	ELACORA RIVERPARK LLC	1,485.36
133-0-255-025	ELACORA RIVERPARK LLC	1,485.36
133-0-255-035	ELACORA RIVERPARK LLC	1,485.36
133-0-260-025	ELACORA RIVERPARK LLC	2,721.30
133-0-260-035	ELACORA RIVERPARK LLC	2,401.36
133-0-260-045	ELACORA RIVERPARK LLC	2,721.30
133-0-260-055	ELACORA RIVERPARK LLC	2,401.36
133-0-260-065	ELACORA RIVERPARK LLC	2,721.30
133-0-260-075	CORONA RIVERPARK LLC	1,680.26
133-0-260-085	CORONA RIVERPARK LLC	1,468.24
133-0-260-095	CORONA RIVERPARK LLC	1,468.24
133-0-260-105	CORONA RIVERPARK LLC	1,468.24
133-0-260-115	CORONA RIVER PARK LLC	1,468.24
133-0-260-125	CORONA RIVER PARK LLC	2,058.18
133-0-260-135	ELACORA RIVERPARK LLC	1,418.20
133-0-260-145	ELACORA RIVERPARK LLC	1,261.50
133-0-260-155	ELACORA RIVERPARK LLC	1,261.50
133-0-260-165	ELACORA RIVERPARK LLC	1,261.50
133-0-260-175	ELACORA RIVERPARK LLC	1,452.44
133-0-260-185	CORONA RIVER PARK LLC	1,955.46
133-0-260-195	CORONA RIVER PARK LLC	1,465.62
133-0-260-205	CORONA RIVERPARK LLC	1,465.62
133-0-260-215	CORONA RIVERPARK LLC	1,465.62
133-0-260-225	CORONA RIVERPARK LLC	1,465.62

ATTACHMENT NO. 4
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
132-0-272-115	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-125	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-135	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-145	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-155	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-165	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-175	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-185	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-195	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-205	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-215	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-225	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-235	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-245	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-255	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-265	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-275	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-285	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-295	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-305	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-315	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-325	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-335	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-345	CORONA RIVERPARK LUMINARIA LLC	1,638.22
132-0-272-355	CORONA RIVERPARK LUMINARIA LLC	13,105.84
132-0-272-375	SHARMA MONISH	2,586.50
132-0-272-385	RANJBAR RAMIN & ARBABI SARA H	2,203.64
132-0-272-395	ZHENG RENSHENG & YU WEI	2,586.50
132-0-272-405	OLSEN BRIAN V & BREANNA	2,586.50
132-0-272-415	WU TAO & CHEN WENJING	2,203.64
132-0-272-425	IP RANDY	2,203.64
132-0-272-435	SPURGEON VANESSA	2,586.50
132-0-272-445	CORONA RIVERPARK LUMINARIA LLC	8,191.14
132-0-272-455	CORONA RIVERPARK LUMINARIA LLC	11,467.60
132-0-280-015	GUZMAN JESUS G & QUIROGA ELISABET	2,013.68
132-0-280-025	MEDRANO MAYRA R	2,013.68
132-0-280-035	ROMERO JESS T & JENNIFER C	1,638.22
132-0-280-045	UNIDAD DENNIS R	1,638.22
132-0-280-055	SCHNEIDER JON & RAMIREZ ARTHUR	2,013.68
132-0-280-065	TSAI MENG & CHIA	2,013.68
132-0-280-075	MIKHAIL JONATHAN A & MARY L	2,013.68
132-0-280-085	ROSAS JOSE	2,013.68
132-0-280-095	LOPEZ ARTHUR R & JODI TR	1,638.22
132-0-280-105	RODRIGUEZ RAMON	1,638.22
132-0-280-115	DAVIDSON RICHARD & JOSETTE	2,013.68
132-0-280-125	BAEZ RITA C	2,013.68
132-0-280-135	HALES NISSA ET AL	2,013.68
132-0-280-145	SOTO JOE & JULIE A	2,013.68
132-0-280-155	YU XIAO & SONG SHAOYUN	1,638.22
132-0-280-165	ANDERSON DANITA S	1,638.22
132-0-280-175	PASKA MICHAEL & RICHARDSON HEATHEI	2,013.68
132-0-280-185	ROJAS ANNE H TR	2,013.68
132-0-280-195	BLANK PURSUANT & CA GC625421	2,013.68
132-0-280-205	AMBRIZ RODRIGO & GUTIERREZ MARISOL	2,013.68
132-0-280-215	BOWEN STEVEN & CINDE	1,638.22
132-0-280-225	CUILTY BRIAN J & ANNETTE	1,638.22
132-0-280-235	MAGTIRA MARCOS V & ROSEMARIE A	2,013.68
132-0-280-245	SOLDEVILLA RYAN & DESIREE	2,013.68
132-0-280-275	CORONA RIVERPK PROMENADE LLC	7,303.84

Parcel No.	Owner	Levy Amount
133-0-260-235	CORONA RIVERPARK LLC	1,929.14
133-0-260-245	ELACORA RIVERPARK LLC	2,721.30
133-0-260-255	ELACORA RIVERPARK LLC	2,401.36
133-0-260-265	ELACORA RIVERPARK LLC	2,721.30
133-0-260-275	ELACORA RIVERPARK LLC	2,721.30
133-0-260-285	ELACORA RIVERPARK LLC	2,401.36
133-0-260-295	ELACORA RIVERPARK LLC	2,721.30
133-0-260-305	ELACORA RIVERPARK LLC	2,401.36
133-0-260-315	ELACORA RIVERPARK LLC	2,721.30
133-0-260-325	ELACORA RIVERPARK LLC	1,033.70
133-0-260-335	ELACORA RIVERPARK LLC	1,129.82
133-0-260-345	CORONA RIVERPARK LLC	1,588.08
133-0-260-355	CORONA RIVERPARK LLC	1,440.60
133-0-260-365	CORONA RIVERPARK LLC	1,440.60
133-0-260-375	CORONA RIVERPARK LLC	1,440.60
133-0-260-385	CORONA RIVERPARK LLC	1,440.60
133-0-260-395	CORONA RIVERPARK LLC	1,440.60
133-0-260-405	CORONA RIVERPARK LLC	1,440.60
133-0-260-415	CORONA RIVERPARK LLC	1,440.60
133-0-260-425	CORONA RIVERPARK LLC	2,042.38
133-0-260-435	ELACORA RIVERPARK LLC	1,470.88
133-0-260-445	ELACORA RIVERPARK LLC	1,308.92
133-0-260-455	ELACORA RIVERPARK LLC	1,306.28
133-0-260-465	ELACORA RIVERPARK LLC	1,272.04
133-0-260-475	ELACORA RIVERPARK LLC	1,440.60
133-0-260-485	CORONA RIVERPARK LLC	2,067.40
133-0-260-495	CORONA RIVERPARK LLC	1,444.54
133-0-260-505	CORONA RIVERPARK LLC	1,444.54
133-0-260-515	CORONA RIVERPARK LLC	1,444.54
133-0-260-525	CORONA RIVERPARK LLC	1,444.54
133-0-260-535	CORONA RIVERPARK LLC	1,444.54
133-0-260-545	CORONA RIVERPARK LLC	1,444.54
133-0-260-555	CORONA RIVERPARK LLC	1,444.54
133-0-260-565	CORONA RIVERPARK LLC	1,698.70
133-0-271-015	CORONA RIVERPARK LLC	1,709.22
133-0-271-025	CORONA RIVERPARK LLC	1,444.54
133-0-271-035	CORONA RIVERPARK LLC	1,444.54
133-0-271-045	CORONA RIVERPARK LLC	1,444.54
133-0-271-055	CORONA RIVERPARK LLC	1,444.54
133-0-271-065	CORONA RIVERPARK LLC	1,444.54
133-0-271-075	CORONA RIVERPARK LLC	1,444.54
133-0-271-085	CORONA RIVERPARK LLC	1,444.54
133-0-271-095	CORONA RIVERPARK LLC	1,444.54
133-0-271-105	CORONA RIVERPARK LLC	1,444.54
133-0-271-115	CORONA RIVERPARK LLC	1,444.54
133-0-271-125	CORONA RIVERPARK LLC	1,444.54
133-0-271-135	CORONA RIVERPARK LLC	1,444.54
133-0-271-145	CORONA RIVERPARK LLC	1,444.54
133-0-271-155	CORONA RIVERPARK LLC	1,444.54
133-0-271-165	CORONA RIVERPARK LLC	1,444.54
133-0-271-175	CORONA RIVERPARK LLC	1,746.10
133-0-271-195	CORONA RIVERPARK LLC	2,415.04
133-0-271-205	CORONA RIVERPARK LLC	1,739.52
133-0-271-215	CORONA RIVERPARK LLC	1,535.40
133-0-271-225	CORONA RIVERPARK LLC	1,435.32
133-0-271-235	CORONA RIVERPARK LLC	1,440.60
133-0-271-245	CORONA RIVERPARK LLC	1,440.60
133-0-271-255	CORONA RIVERPARK LLC	1,440.60
133-0-271-265	CORONA RIVERPARK LLC	1,440.60

ATTACHMENT NO. 4
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
132-0-280-305	CORONA RIVERPK PROMENADE LLC	5,290.14
132-0-280-315	CORONA RIVERPK PROMENADE LLC	5,290.14
132-0-280-325	CORONA RIVERPK PROMENADE LLC	5,290.14
132-0-280-335	CORONA RIVERPK PROMENADE LLC	5,290.14
132-0-290-015	CORONA RIVERPK PROMENADE LLC	2,013.68
132-0-290-025	CORONA RIVERPK PROMENADE LLC	1,638.22
132-0-290-035	CORONA RIVERPK PROMENADE LLC	1,638.22
132-0-290-045	CORONA RIVERPK PROMENADE LLC	1,638.22
132-0-290-055	CORONA RIVERPK PROMENADE LLC	1,638.22
132-0-290-065	CORONA RIVERPK PROMENADE LLC	2,013.68
132-0-290-075	CHOU FRANKLIN F C & JENNY TR	2,013.68
132-0-290-085	LINARES RAUL E & HERNANDEZ STEPHAN	2,013.68
132-0-290-095	MILTON BRIAN & BROOKE	1,638.22
132-0-290-105	KAM SUNNY K	1,638.22
132-0-290-115	SPICER MICHAEL & ERICA	2,013.68
132-0-290-125	COOMBES TODD G & HOLLY C	2,013.68
132-0-290-135	MISKEL KRISTINE M	2,013.68
132-0-290-145	MARLOW DAVID & VANESSA & MACEN PET	2,013.68
132-0-290-155	ROSE DAWN & ROSE CLETA	1,638.22
132-0-290-165	MUNSTER SCOTT & LINDA C	1,638.22
132-0-290-175	MCKARRELL JAMES & KATIE	2,013.68
132-0-290-185	MOORE JONATHAN	2,013.68
132-0-290-195	CORONA RIVERPK PROMENADE LLC	2,013.68
132-0-290-205	CORONA RIVERPK PROMENADE LLC	1,638.22
132-0-290-215	CORONA RIVERPK PROMENADE LLC	1,638.22
132-0-290-225	CORONA RIVERPK PROMENADE LLC	1,638.22
132-0-290-235	CORONA RIVERPK PROMENADE LLC	1,638.22
132-0-290-245	CORONA RIVERPK PROMENADE LLC	2,013.68
132-0-290-275	CORONA RIVERPK PROMENADE LLC	10,580.30
132-0-290-285	CORONA RIVERPK PROMENADE LLC	3,651.92
132-0-290-295	CORONA RIVERPK PROMENADE LLC	7,303.84
132-0-290-305	CORONA RIVERPK PROMENADE LLC	6,928.38
132-0-300-015	CORONA RIVERPK PROMENADE LLC	21,160.60
132-0-300-025	CORONA RIVERPK PROMENADE LLC	10,580.30
132-0-300-045	CORONA RIVERPK PROMENADE LLC	17,884.14
132-0-300-055	CORONA RIVERPK PROMENADE LLC	14,607.68
132-0-310-105	SOCM I LLC	5,043.42
132-0-310-125	SOCM I LLC	38,964.68
132-0-310-135	SOCM I LLC	37,555.68
132-0-310-185	SOCM I LLC	7,464.00
132-0-310-285	SOCM I LLC	6,281.22
132-0-310-295	SOCM I LLC	1,363.72
132-0-310-305	SOCM I LLC	11,593.14
132-0-310-365	SOCM I LLC	115,401.66
132-0-310-375	TARGET CORP	25,412.14
132-0-320-035	PASEO SANTA CLARA ASSOC L P	32,056.02
132-0-320-045	PASEO DEL RIO ASSOC L P	39,179.58
132-0-320-055	PASEO DEL RIO ASSOC L P	11,872.60
132-0-320-075	ALDERSGATE INVESTMENT LLC	28,628.64
132-0-330-015	BLACK BRIAN	596.42
132-0-330-025	HERNANDEZ LUIS A & RUVALCABA ESPER	596.42
132-0-330-035	SCHENCK JEREMY T	596.42
132-0-330-045	EBDANE LUTHER M & AITA L I	596.42
132-0-330-055	LOPEZ NORMA	596.42
132-0-330-065	BARRAGAN STACY A L	596.42
132-0-330-075	GUERRERO MICAELA	596.42
132-0-330-085	GARCIA ROBERT A	596.42
132-0-330-095	ESCOBEDO ALVARO	596.42
132-0-330-105	OJEDA DANIEL & ANA	596.42

Parcel No.	Owner	Levy Amount
133-0-271-275	CORONA RIVERPARK LLC	1,440.60
133-0-271-285	CORONA RIVERPARK LLC	1,440.60
133-0-271-295	CORONA RIVERPARK LLC	1,440.60
133-0-271-305	CORONA RIVERPARK LLC	1,440.60
133-0-271-315	CORONA RIVERPARK LLC	1,440.60
133-0-271-325	CORONA RIVERPARK LLC	1,440.60
133-0-271-335	CORONA RIVERPARK LLC	1,440.60
133-0-271-345	CORONA RIVERPARK LLC	1,644.70
133-0-272-015	CORONA RIVERPARK LLC	1,800.08
133-0-272-025	CORONA RIVERPARK LLC	1,465.62
133-0-272-035	CORONA RIVERPARK LLC	1,456.40
133-0-272-045	CORONA RIVERPARK LLC	1,456.40
133-0-272-055	CORONA RIVERPARK LLC	1,456.40
133-0-272-065	CORONA RIVERPARK LLC	1,456.40
133-0-272-075	CORONA RIVERPARK LLC	2,692.88
133-0-272-085	ELACORA RIVERPARK LLC	2,138.50
133-0-272-095	ELACORA RIVERPARK LLC	1,046.86
133-0-272-105	ELACORA RIVERPARK LLC	1,046.86
133-0-272-115	ELACORA RIVERPARK LLC	1,040.28
133-0-272-125	ELACORA RIVERPARK LLC	1,033.70
133-0-272-135	ELACORA RIVERPARK LLC	1,033.70
133-0-272-145	ELACORA RIVERPARK LLC	1,273.36
133-0-272-155	CORONA RIVERPARK LLC	2,603.34
133-0-272-165	CORONA RIVERPARK LLC	1,468.24
133-0-272-175	CORONA RIVERPARK LLC	1,468.24
133-0-272-185	CORONA RIVERPARK LLC	1,468.24
133-0-272-195	CORONA RIVERPARK LLC	1,468.24
133-0-272-205	CORONA RIVERPARK LLC	1,690.80
133-0-272-215	ELACORA RIVERPARK LLC	2,721.30
133-0-272-225	ELACORA RIVERPARK LLC	2,401.36
133-0-272-235	ELACORA RIVERPARK LLC	2,721.30
133-0-272-245	ELACORA RIVERPARK LLC	2,401.36
133-0-272-255	ELACORA RIVERPARK LLC	2,721.30
133-0-273-015	CORONA RIVERPARK LLC	1,955.46
133-0-273-025	CORONA RIVERPARK LLC	1,552.52
133-0-273-035	CORONA RIVERPARK LLC	1,552.52
133-0-273-045	CORONA RIVERPARK LLC	2,704.74
133-0-273-055	ELACORA RIVERPARK LLC	1,694.74
133-0-273-065	ELACORA RIVERPARK LLC	1,033.70
133-0-273-075	ELACORA RIVERPARK LLC	1,036.34
133-0-273-085	ELACORA RIVERPARK LLC	1,033.70
133-0-273-095	ELACORA RIVERPARK LLC	1,033.70
133-0-273-105	ELACORA RIVERPARK LLC	1,278.62
133-0-273-115	CORONA RIVERPARK LLC	2,799.56
133-0-273-125	CORONA RIVERPARK LLC	1,768.48
133-0-273-135	CORONA RIVERPARK LLC	1,838.28
133-0-273-145	ELACORA RIVERPARK LLC	2,721.30
133-0-273-155	ELACORA RIVERPARK LLC	2,401.36
133-0-273-165	ELACORA RIVERPARK LLC	2,721.30
133-0-273-175	ELACORA RIVERPARK LLC	2,721.30
133-0-273-185	ELACORA RIVERPARK LLC	2,401.36
133-0-280-015	PELCZAR DANIEL	1,638.22
133-0-280-025	FEAVEL AUSTIN P TR	2,203.64
133-0-280-035	SCHERMER MICHAEL TR	2,203.64
133-0-280-045	DRIGGS TAMMY	2,203.64
133-0-280-055	STONOFF BRIAN	2,203.64
133-0-280-065	VEGA TINA & MARQUEZ LAURENCE & JOYC	1,638.22
133-0-280-075	BUFFON BRIAN	1,638.22
133-0-280-085	SULAK JOSEPH	2,203.64

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
132-0-330-115	LOPEZ CASSANDRA O	596.42
132-0-330-125	LOMELI ELIZABETH	596.42
132-0-340-015	MITCHELL ANGELA TR	596.42
132-0-340-025	DIAZ SANDRA	596.42
132-0-340-035	LOPEZ ESTEVAN	596.42
132-0-340-045	AMBRIZ FERNANDO G	596.42
132-0-340-055	NUNEZ MONICA M	596.42
132-0-340-065	RAMIREZ ALVARO T & DE TAMAYO LAURA	596.42
132-0-340-075	BERNARDO BERNARDETTE S	596.42
132-0-340-085	HERNANDEZ BERNICE S	596.42
132-0-340-095	CALZADO ARISTEO M JR	596.42
132-0-340-105	CAMACHO ERIC	596.42
132-0-340-115	JASSO ALICIA R	596.42
132-0-340-125	VALADEZ PEDRO & VALERIE M	596.42
132-0-350-015	VALENZUELA ALBERT J & BRAGG SAMANT	596.42
132-0-350-025	CEJA SAMUEL V JR & VAZQUEZ ALMA V	596.42
132-0-350-035	FRANCO-IZAGUIRRE JESSICA	596.42
132-0-350-045	MOTA RAYMOND & JUAREZ-MOTA MONIQU	596.42
132-0-350-055	HERNANDEZ LAURENCE & ANGELA C	596.42
132-0-350-065	GILDO ROBERTO L & LOPEZ MELANIA	596.42
132-0-350-075	SARABIA ADOLFO O & QUIJADA IRMA G	596.42
132-0-350-085	FLORES MARIA M M	596.42
132-0-350-095	MANRIQUE FRANCISCO A M	596.42
132-0-350-105	BRAVO ALVARO & CRISTINA	596.42
132-0-350-115	CANO ANGEL B	596.42
132-0-350-125	FIGUEROA LAURA	596.42
132-0-360-015	ALDERSGATE INVESTMENT LLC	596.42
132-0-360-025	CRUZ STEPHANIE V	596.42
132-0-360-035	FONSECA SYLVIA	596.42
132-0-360-045	ANGELES JOSE V & BLANCA	596.42
132-0-360-055	SOLIS MARIO A & HERNANDEZ DIANA	596.42
132-0-360-065	MENDOZA AGUSTIN E & LAURA P	596.42
132-0-360-075	BROOKS DONALD J	596.42
132-0-360-085	BLOCKSAGE DANA S	596.42
132-0-360-095	TOLEDO JOSE A	596.42
132-0-360-105	FLORES NICOLE S	596.42
132-0-360-115	GONZALEZ ROCIO	596.42
132-0-360-125	FLORES CECELIA	596.42
132-0-370-015	WOLF STEPHEN & BARBARA L	596.42
132-0-370-025	VELASCO SANDRA O	596.42
132-0-370-035	DURAN ANGEL & CLARICIA	596.42
132-0-370-045	MONTERROSA VERONICA R & MONTERRO	596.42
132-0-370-055	VAHIDI DAVID K	596.42
132-0-370-065	DUNSON SHARON R	596.42
132-0-370-075	PRIBNOW EDWARD F	596.42
132-0-370-085	DIGGS TONYA	596.42
132-0-370-095	GONZALES ABRIANNA	596.42
132-0-370-105	CASAS JOHN A	596.42
132-0-370-115	MEDINA GILBERTO A & TORRES JOANNE	596.42
132-0-370-125	URBINA ERIK I & DIANA	596.42
132-0-380-015	BARAJAS VIVIAN	596.42
132-0-380-025	AMBRIZ ALEXANDER	596.42
132-0-380-035	DE PERIO HANZ M & JOY S	596.42
132-0-380-045	MONTANO GONZALO T	596.42
132-0-380-055	BLASINGAME ALEXANDER J & JAMIE	596.42
132-0-380-065	CORTEZ RAFAEL & MUNOZ MARISA R	596.42
132-0-380-075	SOTO EVAN R	596.42
132-0-380-085	FIGUEROA ADAM G & SHELBY K	596.42
132-0-380-095	WILLIAMS HANNAH E	596.42
133-0-280-095	HE QUN	2,203.64
133-0-280-105	CASE MICHAEL	1,638.22
133-0-280-115	LINDEN RENEE & LINDEN GEORGE R & MAI	2,203.64
133-0-280-125	LOVERRO LINDA A	2,203.64
133-0-280-135	MARTINEZ MANUEL & SLIVAR CRYSTAL	1,638.22
133-0-280-145	ZHU XIAOFENG	2,203.64
133-0-280-155	CRUZ ANTHONY & MEGAN I	2,203.64
133-0-280-165	KENNEY MICHAEL K	1,638.22
133-0-280-175	GONZALES JACOB & GERRISH KELLY	2,203.64
133-0-280-185	HOUSEHOLDER ETHEL	2,203.64
133-0-280-195	KIRKPATRICK BRETT A & NICOLE C	2,203.64
133-0-280-205	VALVERDE MANUEL G & GAYLE A	2,203.64
133-0-280-215	CURTIS SHANNON A	1,638.22
133-0-280-225	JEHLE SUSANA	1,638.22
133-0-280-235	TORRES JAIME & KATHY	2,203.64
133-0-280-245	MADRIAGA BERNARD & VANESSA	2,203.64
133-0-280-255	DIAZ DIEGO A	2,203.64
133-0-280-265	GOLDBERG MAUREEN	2,586.50
133-0-280-275	HUBBARD MICHELLE B	2,013.68
133-0-280-285	GARCIA ELENA M & GARCIA ROBERT R & M	2,013.68
133-0-280-295	ROBINSON KYLE & NICOLE	2,586.50
133-0-280-305	HERNANDEZ DANIEL T & BEATRICE	2,203.64
133-0-280-315	BEAS KENNETH J & CANALES DENISE A	2,203.64
133-0-280-325	FRENCH JOHN P	2,586.50
133-0-280-335	SAWYER BRYCE R & MARIA R	2,013.68
133-0-280-345	HERME ALLEN G & LISA M	2,013.68
133-0-280-355	PONCE JACKIE	2,586.50
133-0-280-365	KRANDA DANIEL	2,203.64
133-0-280-375	HSU TUNG & LEE & HSU ANDY	2,013.68
133-0-280-385	STARN JOAN P TR	2,586.50
133-0-280-395	STARN CARLY M	2,203.64
133-0-280-405	HALL PETER S & CRISTINA V	2,203.64
133-0-280-415	TAYLOR JAMES R & JANICE	2,586.50
133-0-280-425	SMITH CAMERON M & SMITH HOXSIE Y & AI	2,013.68
133-0-290-015	DIPOMA JAMIE	1,638.22
133-0-290-025	CROW JEREMY P & MOLLY J	2,013.68
133-0-290-035	CAROLLO JOSEPH	1,638.22
133-0-290-045	MONTANO JOSE L & CABRAL MARGARITA	2,013.68
133-0-290-055	BALLI DOMINIC & EMILY	2,013.68
133-0-290-065	GRAY ERIK	1,638.22
133-0-290-075	CASTRO TEODOMIRO R & GARCIA STEPHA	1,638.22
133-0-290-085	MORENO GABRIEL & VERONICA	2,013.68
133-0-290-095	YANG SHILIN & WU JING	1,638.22
133-0-290-105	GLENN JUSTIN M	1,638.22
133-0-290-115	KIMBERLY-SAYA TR	2,013.68
133-0-290-125	ASLEMAND-HUEBNER AZITA	1,638.22
133-0-290-135	RUNYON CHARLES	1,638.22
133-0-290-145	JONES JOSHUA T & NICOLE L	2,013.68
133-0-290-155	BRADLEY KEVIN B	1,638.22
133-0-290-165	MADERA CARLOS M	2,013.68
133-0-290-175	SHTYRKOVA TATYANA A	2,013.68
133-0-290-185	POLK JAMES	1,638.22
133-0-290-195	LETAIEF HASSINE	1,638.22
133-0-290-205	BOLLINGER JANET M	2,013.68
133-0-290-215	NOONE KENNETH E	1,638.22
133-0-290-225	FELDE LINDA	1,638.22
133-0-290-235	GUTIERREZ ERNEST R III-G Y	2,013.68
133-0-290-245	BROWN DAVID A	1,638.22
133-0-290-255	JORDAN JOE E & WILLIAMS WILLIAM	2,013.68

ATTACHMENT NO. 4
PAGE 21 OF 26

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount
132-0-380-105	GUTIERREZ ELVIS	596.42
132-0-380-115	GARCIA STACY C	596.42
132-0-380-125	GOMEZ PAUL R & MACIAS CHRISTINE	596.42
132-0-390-015	LARIOS CARLOS A & TORAYA-LARIOS ALIC	596.42
132-0-390-025	ROSARIO BLANCA E	596.42
132-0-390-035	LUNA MARK A & FLORES-LUNA ANJELICA	596.42
132-0-390-045	QUALLS AARON J & RAMIREZ-QUALLS MAI	596.42
132-0-390-055	JACKSON KENDRA T	596.42
132-0-390-065	GRANADOS ERNEST	596.42
132-0-390-075	LOPEZ SUSAN C	596.42
132-0-390-085	SIMENTAL LUCIO A & VIRGINIA C	596.42
132-0-390-095	RODRIGUEZ SERGIO & HERNANDEZ HUME	596.42
132-0-390-105	DELGADO LILIANA T	596.42
132-0-390-115	VARGAS SERGIO S	596.42
132-0-390-125	DREW KIMBERLY D	596.42
132-0-400-015	TRUJILLO JORGE	596.42
132-0-400-025	SANTANA JOSE A II & PANIAGUA GLADYS	596.42
132-0-400-035	BARRAGAN JACQUELINE M	596.42
132-0-400-045	ROREX CRYSTAL A	596.42
132-0-400-055	JOHNSON LANISHA N	596.42
132-0-400-065	MADRIGAL FLORENTINO O & CERDA CARM	596.42
132-0-400-075	BUSTILLOS MARCELINO J & LEONG COUR	596.42
132-0-400-085	CAMARILLO JAIME & HIGUERA DENISE	596.42
132-0-400-095	CHAVEZ SONIA	596.42
132-0-400-105	JOHNSON HOLLY F	596.42
132-0-400-115	RAMOS VANESSA G	596.42
132-0-400-125	ALVARADO EZEQUIEL	596.42
132-0-410-015	LAWRENCE STEVEN & NICEL B	596.42
132-0-410-025	KOO NANCY S	596.42
132-0-410-035	CABILDO JANICE M D & ZARAGOZA JASON	596.42
132-0-410-045	DOMINGUEZ WALDO O M	596.42
132-0-410-055	NEVAREZ ERNIE M & ANGELICA M	596.42
132-0-410-065	ELENES ISABEL B	596.42
132-0-410-075	STILLEY MIKE W & STILLEY SHAHLA R	596.42
132-0-410-085	CHAVEZ LETICIA T	596.42
132-0-410-095	RIVERA PAULA M	596.42
132-0-410-105	POESCHL DELIA	596.42
132-0-410-115	RODRIGUEZ CHRISTIAN	596.42
132-0-410-125	TAVERA LUIS E Z & ORTIZ LISETTE	596.42
133-0-110-035	LUK MANWAH & LYNN TR	2,721.30
133-0-110-045	JORGENSEN MICHAEL J & CASTRO EDUAF	2,721.30
133-0-110-055	TENOLD RICHARD S & AMANDA S	2,401.36
133-0-110-065	VILLA RALPH R & RAMIREZ VERONICA	2,401.36
133-0-110-075	TISCARENO JASON & KATHERINE D & DUR	2,721.30
133-0-110-085	JOHNSON ASHLEE V ET AL	2,721.30
133-0-110-095	FROST DANIEL L	2,721.30
133-0-110-105	ALLEN VAIKKO P II & THERRIEN-ALLEN AM	2,721.30
133-0-110-115	FOWLER JACOB & BREANNA I	2,401.36
133-0-110-125	FORD AARON C & LOUISA C	2,401.36
133-0-110-135	HORNSBY YVONNE	2,721.30
133-0-110-145	HARRIS KELLY C	2,721.30
133-0-110-155	PINNARO ELAINE TR	2,721.30
133-0-110-165	ACEVES JOSE O ET AL	2,721.30
133-0-110-175	ROHDE JERAD M & NAKIA L	2,401.36
133-0-110-185	MARSHALL ROBERT R & KELLY E	2,401.36
133-0-110-195	YEOMANS ARTHUR W JR & LINDSEY	2,721.30
133-0-110-205	LEGASPI ALFONSO JR & ROMELIA & LEGA	2,721.30
133-0-110-215	PASCALE DAVIN M	2,721.30
133-0-110-225	SALES ORLANDO V & ELENA	2,721.30
133-0-290-265	MANSOORY ABDUL W	2,586.50
133-0-290-275	ELLIOT LYLE D	2,203.64
133-0-290-285	WADE CORBIN & HERRERA ERIN M	2,203.64
133-0-290-295	MARA MATTHEW G & ASHLEY D	2,586.50
133-0-290-305	BROOKS MARIA E	2,013.68
133-0-290-315	GORMAN DEBORAH A	2,203.64
133-0-290-325	MONJE STEVEN M	2,586.50
133-0-290-335	RODRIGUEZ RAY A	2,013.68
133-0-290-345	GIBBONS ADAM	2,203.64
133-0-290-355	ROSE MARTIN J	2,586.50
133-0-290-365	OBERMAN MICHAEL J	2,013.68
133-0-290-375	HAVEN NANCY J	2,203.64
133-0-290-385	OWENS MARK L & MARIA A	2,586.50
133-0-290-395	COCKERELL CHAD W & BATARSE PRISCILL	2,013.68
133-0-290-405	THWIN MIN & SHAR SANDAR T	2,203.64
133-0-290-415	THOMPSON GARY A & NICKOLAS ANASTAS	2,586.50
133-0-290-425	MORGAN ZACHARIAH & MAXINE	2,013.68
133-0-290-435	BISHOP DEREK & COHN VERONICA	2,013.68
133-0-290-445	WHITE JAMES A JR	2,586.50
133-0-290-455	VAN WYNGAARDT NICOLAAS J-M	2,203.64
133-0-300-015	HERNANDEZ JORGE A	2,776.44
133-0-300-025	DOWNEN CRAIG T & KATHLEEN G TR	2,586.50
133-0-300-035	WALSH DAVID	2,586.50
133-0-300-045	LOWRY DANIEL W	2,776.44
133-0-300-055	WARRENDER JEFFREY M & DENISE N	2,776.44
133-0-300-065	TONG TAO	2,586.50
133-0-300-075	NUANES BRUCE P & ELIZABETH H	2,586.50
133-0-300-085	SANGREN WAYNE B & JANET K	2,776.44
133-0-300-095	DOMINGUEZ MICHAEL & REBECCA	2,013.68
133-0-300-105	RENNIE JEREMY J & BRITTANIA E	2,013.68
133-0-300-115	ANDERSON YVETTE	2,013.68
133-0-300-125	GALICINAO ANGELITO R SR	2,013.68
133-0-300-135	DUSTMAN REBECCA	1,638.22
133-0-300-145	POINTDEXTER WILLIE A JR	2,203.64
133-0-300-155	HOPPER DOLORES G	2,203.64
133-0-300-165	BROZIK GERALD	1,638.22
133-0-300-175	LACABE CLAUDIA	2,013.68
133-0-300-185	BUENROSTRO JOE & SHERRYL	2,013.68
133-0-300-195	STEIN PETER G TR	1,638.22
133-0-300-205	BARNES MICHAEL B & BARNES JONATHAN	2,203.64
133-0-300-215	ZETA ROUMMEL M & AGUILAR PAULA A	2,013.68
133-0-300-225	CALDERON LEONARDO & JAMIAH	2,013.68
133-0-300-235	ALLISON DAVID N & ARIAS SUSAN L	2,013.68
133-0-300-245	ROCCO GAIL F TR	2,203.64
133-0-300-255	NEVAREZ CAROLE	2,203.64
133-0-300-265	RICO DIEGO G & GALLEGOS ALEJANDRA P	2,203.64
133-0-300-275	VALAIKA CHRISTOPHER A & SARAH P	2,203.64
133-0-300-285	MCCORMICK KRISTY R	2,203.64
133-0-300-295	KART STUART L & SANDI L TR	2,013.68
133-0-300-305	MURPHY RYAN	2,013.68
133-0-300-315	LU SHU & CHEN & HUANG KAO & CHIH	2,013.68
133-0-300-325	GALLION DARYL	1,638.22
133-0-300-335	GARRISON RICHARD J JR & CHERYL	2,203.64
133-0-300-345	KAPLOWITZ JEFFREY A & BERTHA	2,203.64
133-0-300-355	SMITH WILLIAM E & COCHRAN KYLE M	1,638.22
133-0-300-365	BUENCILLA MARIE K P	2,013.68
133-0-300-375	TOMENY CANDACE T F	2,013.68
133-0-300-385	MARKLEY MARY L	2,013.68
133-0-300-395	MONTEVIRGEN ERIC F M & MERZA ELAINE	2,013.68

ATTACHMENT NO. 4
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2015-2016 LEVY

Parcel No.	Owner	Levy Amount	Parcel No.	Owner	Levy Amount
133-0-110-235	STANDARD PACIFIC CORP	2,401.36	133-0-300-405	CABANBAN RAFAEL B & GEMMA G	2,013.68
133-0-110-245	STANDARD PACIFIC CORP	2,401.36	133-0-300-415	BROWN ROBERT	2,013.68
133-0-110-255	STANDARD PACIFIC CORP	2,721.30	133-0-300-425	CASTIDAD CATHERINE A	2,203.64
133-0-110-265	STANDARD PACIFIC CORP	2,721.30	133-0-300-435	JACKSON GREGORY L & AMY J	1,638.22
133-0-110-275	STANDARD PACIFIC CORP	2,721.30	133-0-300-445	HERNANDEZ RAYMOND M	2,776.44
133-0-110-285	STANDARD PACIFIC CORP	2,721.30	133-0-300-455	DETHLOFF JONATHON	2,586.50
133-0-110-295	STANDARD PACIFIC CORP	2,401.36	133-0-300-465	SANDIFER MICHAEL C & AUDREY N	2,586.50
133-0-110-305	STANDARD PACIFIC CORP	2,401.36	133-0-300-475	SEELEY KENNETH	2,776.44
133-0-110-315	STANDARD PACIFIC CORP	2,721.30	133-0-300-485	PAPAY MARK A & JONI TR	2,776.44
133-0-110-325	REEVE DOUGLAS & VANDERLAAN CRISTIN	2,721.30	133-0-300-495	CHU MIKE & YUKARI	2,586.50
133-0-110-335	MELKONIAN MELKON S & MAHANA G	2,721.30	133-0-300-505	TINWOODS INC	2,586.50
133-0-110-345	STANDARD PACIFIC CORP	2,721.30	133-0-300-515	SCHNEBELEN PAUL R	2,776.44
133-0-110-355	CHEN LICHANG	2,401.36	**Totals:**	**1,863 Parcels**	**$5,007,678.24**

ATTACHMENT NO. 4
PAGE 23 OF 26

City Manager's Office

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

CITY OF
OXNARD
CALIFORNIA

Ventura County District - Zone(s) #: All

AGREEMENT FOR BILLING OF DIRECT ASSESSMENTS

This agreement is made and entered into between the *Ventura County Auditor-Controller* and the *City of Oxnard* ("Agreement") to provide the service of placement of direct assessments on the Secured Tax Roll and distribution of collections to the City of Oxnard ("City").

I. PROPERTY TAX SERVICES

Ventura County will place direct assessments on the Secured Tax Roll and distribute collections to City at the same time and in the same manner as Ventura County property taxes are collected and distributed, and as authorized by law. City will adhere to the policies and procedures established by the Ventura County Auditor-Controller as outlined in the Direct Assessment Submission Letter.

II. FEES FOR SERVICES

For billing, collection, correction and administration of direct assessments, the Ventura County Auditor-Controller shall collect the following charges:

A. A Direct Assessment Line Fee for the original submission will be charged in the amount of $0.17 per assessment per parcel.

B. For correction or removal of direct assessments requested City after extension of the tax roll, the Ventura County Auditor-Controller will collect $13.00 per correction or removal. All corrections and removals must be submitted by the third Friday in February.

C. An administration and collection fee shall be charged in an amount not to exceed one-fourth of 1 percent of amounts collected.

D. Collection fees and charges herein provided are subject to adjustment by the County via resolution of the Board of Supervisors at its annual Countywide Rates and Fees public hearing. The Ventura County Auditor-Controller reserves the right to increase or decrease any charges herein provided, in proportion to

any changes in costs incurred by the Auditor-Controller in providing the services described herein, provided that written notice of any increase or decrease in charges is given to City.

III. COLLECTION OF AUDITOR-CONTROLLER FEES

Direct Assessment billing, correction and removal charges are deducted once a year, in the April Secured Apportionment. Collection and administrative fees are deducted from each Apportionment distribution.

IV. REQUESTS FOR INFORMATION AND ACCOUNTING SERVICES

The Ventura County Auditor-Controller publishes a report of direct assessments levied for the tax year by parcel to the Auditor-Controller's website in January, May and July. Requests for information and accounting services beyond what is posted to the Website will be considered extended services and will be subject to additional charges and fees.

V. AUTHORITY FOR LEVY AND COMPLIANCE WITH LAW

The authority for any levy, (i.e. resolution, ordinance or election), shall accompany requests for the levy of direct assessments. City warrants that the taxes, fees, or assessments imposed by City and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to Articles XIIIC and XIIID of the California Constitution (Proposition 218).

City hereby releases and forever discharges Ventura County and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of City responsibilities and representations under this Agreement or other action taken by City in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in and/or pursuant to this Agreement.

City agrees to and shall defend, indemnify and hold harmless Ventura County and its officers, agents and employees ("indemnified parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action and judgments, in any manner arising out of any of City responsibilities and representations under this Agreement, or other action taken by City in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in and/or pursuant to this Agreement.

If any judgment is entered against any indemnified party as a result of action taken to implement this Agreement, City agrees that Ventura County may offset the amount of any judgment paid by any indemnified party from any monies collected by Ventura County on City's behalf, including property taxes, special taxes, fees, or assessments. Ventura County may, but is not required to, notify City of its intent to implement any offset authorized by this paragraph.

VI. TERMS OF AGREEMENT

Upon execution, this Agreement terminates, supersedes and replaces all prior agreements between Ventura County Auditor-Controller City pertaining to the collection of direct assessments. This Agreement shall continue from year to year and shall be subject to cancellation by either party by giving a thirty-day written notice of cancellation to the other party.

VII. AUTHORITY

The above terms are accepted by City and the undersigned further certifies that he is authorized to sign this Agreement and bind the City to its terms.

Authorized Signature: _____ Date: _____

Authorized Name: Greg Nyhoff

Title: City Manager

Approved as to Form:

_____

Stephen M. Fischer, Interim City Attorney

For Auditor-Controller Use Only

Approved Signature: _____ Date: _____

SECTION MANAGER

Approved Name: _____

(PRINT)

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Info/Consent AGENDA ITEM NO.: I-5

DATE: November 10, 2015

TO: City Council

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

FROM: Todd Vasquez-Housley, Interim Deputy Public Works Director

SUBJECT: **First Amendment to Agreement A-7716 with Safety Striping Services, Inc., for Street Striping and Marking Services**

CONTACT: Phil Gregoire, Streets Manager
Phillip.gregoire@ci.oxnard.ca.us, 385-7909

RECOMMENDATION

That City Council approve and authorize the Mayor to execute First Amendment to Agreement for Trade Services with Safety Striping Service, Inc. (A-7716), to increase the agreement from $150,000 to $300,000 and extend the expiration date to September 16, 2016 for street striping and marking services.

BACKGROUND

On August 8, 2013, the City sent out a competitive Request for Bid (RFB) for a company to provide on-call, as needed street striping and marking services of streets, roadways and parking lots within the Oxnard city limits. The RFB was posted on the City's Website, and sent to six (6) known firms that provide this type of service, with a closing bid date of August 26, 2013. Four (4) firms responded with proposals. The criteria for ranking the proposals are the unit cost, mobilization costs and time and materials. When comparing the four companies' proposals, the City used the most common job which utilizes a 4" thermoplastic stripe. Of the four (4) proposals, Safety Striping Service, Inc. supplied the most qualified response as their bid was lower on the cost for items the City uses most often and they have the lowest labor cost.

On September 17, 2013, City Council approved Purchase Order No. 4603 with Safety Striping Service, Inc., in the amount of $150,000 for a one year period based upon the terms of the Request for Bid which stated that the contract would be for a one year period with an option for two (2) additional one year terms. On September 16, 2014, staff replaced Purchase Order No. 4603 with Agreement A-7716 for a one year extension totaling $150,000. The First Amendment to A-7716 increases this agreement by $150,000 and extends the expiration to September 16, 2016.

FINANCIAL IMPACT

The estimated FY15-16 cost is $100,000, funded by existing appropriations in the Street Maintenance Fund (105-5704) of $40,000 and $60,000 from Measure O Half Cent Sales Tax Street Maintenance and Repair (104-5704). $50,000 anticipated in FY16-17 will be included in the FY16-17 Adopted Budget.

ATTACHMENTS

Attachment #1 – First Amendment to Agreement A-7716

Agreement No. A-7716

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This First Amendment ("First Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 15th day of September, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Safety Striping Service, Inc. ("Vendor"). This First Amendment amends the Agreement entered into by City and Vendor on September 16, 2014.

City and Vendor agree as follows:

1. In section 3 of the Agreement, the expiration date of "September 15, 2015" is deleted and replaced with the date "September 16, 2016".

2. In Section 4 of the Agreement, the figure "$150,000" is replaced by the figure "$300,000".

3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

Tim Flynn, Mayor

SAFETY STRIPING SERVICE, INC

Dave Preston, President

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:

Maria A. Hurtado, Office of City Manager

APPROVED AS TO CONTENT:

Phil Gregoire, Streets Manager

ATTACHMENT 1
PAGE 1 OF 9

SAFET-3 OP ID: AE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/25/15

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
Leavitt United/Visalia Office
Visalia Office
410 W. Center Street, Ste 102
Visalia, CA 93291
Gary E Richards
Phone: 800-549-4242
Fax: 888-329-8842

CONTACT NAME: Christine Emmons
PHONE (A/C, No, Ext): 800-549-4242 FAX (A/C, No): 888-329-8842
E-MAIL ADDRESS: christine-emmons@leavitt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National FireInsCo of Hartford	20478
INSURER B : Valley Forge Ins. Company	20508
INSURER C : State Compensation Ins Fund	35076
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SAFETY STRIPING SERVICE INC
PO BOX 1020
GOSHEN, CA 93227-1020

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		5091246617	07/01/15	07/01/16	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		5093641832	07/01/15	07/01/16	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 RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		767627414	10/01/14	10/01/15	X WC STATU-TORY LIMITS 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Agreement for Trade Services, Street Striping & Marking Services,
City of Oxnard.
City of Oxnard, its officers, agents, employees & volunteers are included as additional insured for General Liability and Auto Liability per forms G-140331-D and CNA63359XX attached in regards to work performed by the *

CERTIFICATE HOLDER

CITYOXN

CITY OF OXNARD
ATTN: RISK MANAGER
300 W THIRD ST STE 302
OXNARD, CA 93030-5738

CANCELLATION

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
Christine Emmons

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named insured only per written contract. Insurance is primary and non-contributory per forms G-140331-D and CNA63359XX attached per written contract.

BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS – WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows:

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

A. Section II - Who Is An Insured is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
2. The particular person or organization, if any, scheduled above.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
   a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
   b. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
      (1) The "written contract" requires you to provide the additional insured such coverage; and
      (2) This Coverage Part provides such coverage.
2. If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01), or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph **B.1.** above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.
3. We will not provide the additional insured any broader coverage or any higher limit of insurance than:
   a. The maximum permitted by law;
   b. That required by the "written contract";
   c. That described in **B.1.** above; or
   d. That afforded to you under this policy,

   whichever is less.

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4. Notwithstanding anything to the contrary in Condition **4. Other Insurance** (Section **IV**), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:

   a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

      (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

      (2) Supervisory, inspection, architectural or engineering activities; or

   b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

   An additional insured under this endorsement will as soon as practicable:

   (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;

   (2) Except as provided in Paragraph **B.4.** of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;

   (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and

   (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision **(4)** does not apply to insurance on which the additional insured is a Named Insured.

   We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and

2. Was executed prior to:

   a. The "bodily injury" or "property damage"; or

   b. The offense that caused the "personal and advertising injury,"

   for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.**:

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

      (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or

      (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from $2,000 to $5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from $250 to $500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.**:

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

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b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

(1) Equal to the greatest of those coverages afforded any covered "auto"; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

(4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

(6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/25/2015

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
James G Parker Insurance Associates
License #0554959
P O Box 3947
Fresno CA 93650

CONTACT NAME: Carrie Stubblefield CISR
PHONE (A/C, No, Ext): (559)222-7722 FAX (A/C, No): (559)222-1724
E-MAIL ADDRESS: CarrieStubblefield@jgparker.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A Midwest Employers Casualty Company	23612 A+
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Safety Striping Service Inc
PO Box 1020
Goshen CA 93227

COVERAGES CERTIFICATE NUMBER: 15-16 WC 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		BNUWC0133381	10/1/2015	10/1/2016	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job: Agreement No. A-7716 for Trade Services
Blanket Waiver of Subrogation in favor of City of Oxnard as per form WC040306 attached.

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
300 W Third St Ste 302
Oxnard, CA 93030

CANCELLATION

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
J Parker III/CARRIE

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 04 03 06**

(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT CALIFORNIA (Blanket)

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

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

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

State	Description
CA	Any party with whom the insured agrees to waive subrogation in a written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 10/01/2015 Policy Number: BNUWC0133381 Endorsement No.:

Insured Name: Safety Striping Service Inc Insurance Company: Midwest Employers Casualty Company

Countersigned By

ATTACHMENT 1
PAGE 9 OF 9

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: I-6

DATE: November 10, 2015

TO: City Council

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

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

SUBJECT: First Amendment with Solenis, LLC for Supply and Delivery of Polymer to the Wastewater Treatment Plant (Agreement No. A-7720)

CONTACT: Jeffrey Miller, Interim Wastewater Superintendent
jeffrey.miller @ ci.oxnard.ca.us, 797-7604

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the First Amendment with Solenis, LLC in the amount of $658,000 for supply and delivery of an additional polymer to the Wastewater Treatment Plant for a total contract amount not to exceed $987,000 and extending the term of the Agreement to October 7, 2017 (Agreement No. A-7720).

BACKGROUND

Approximately 50 million gallons of biosolids are processed annually at the Wastewater Treatment Plant (WWTP). Liquid emulsion polymers, are an essential element in this treatment process, and are used to dewater and solidify the treated biosolids for disposal in compliance with regulatory requirements. Removal of biosolids from the treated effluent is necessary to ensure that wastewater discharged to the ocean is free of contaminants.

In 2014, the City conducted a structural evaluation at the WWTP in which it was concluded that the biotowers were structurally unsound. As a result, the City decided to decommission the biotowers. Prior to decommissioning, certain changes must be made to the process. As part of the existing primary treatment upgrade, anionic (negatively charged) polymer will be added to the primary influent to reduce waste loading in the activated sludge process (secondary treatment). This will reduce energy use in the secondary treatment process. Staff recommends the City exercise its option to add this additional polymer to the Agreement.

On March 4, 2014, the City issued a competitive Request for Bid for supply and delivery of polymer to the WWTP. The bid process included three phases: 1) bench testing of the proposed polymers to verify performance, 2) full-scale testing of the pre-qualified polymers to determine annual consumption, and 3) receipt of bids from the pre-qualified bidders. Three vendors submitted bids by the closing date of May 28, 2014, but only two were qualified as a result of the testing. Solenis was the low bidder.

FINANCIAL IMPACT

Funds in the amount of $275,000 are available in the Wastewater Operating Fund Account Number 621-6202-843-8104 to cover the cost of supply and delivery of these polymers for the remainder of fiscal year 2015-16.

ATTACHMENTS

#1 - First Amendment to Agreement No. A-7720
#2 - Original Agreement No. A-7720

Agreement No. A-7720

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This First Amendment ("First Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of September, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and Solenis, LLC ("Vendor"). This First Amendment amends the Agreement entered into on October 7, 2014, by City and Vendor.

City and Vendor agree as follows:

1. Section 1 of the Agreement is amended to read as follows: "Vendor shall provide to City the following services: Supply and delivery of Praestol K144L and Praestol (Anionic) Polymers to the City of Oxnard Wastewater Treatment Plant as set forth in Exhibit B1, attached hereto and incorporated herein by this reference."

2. In Section 2 of the Agreement, "Exhibit B" is deleted and replaced with "Exhibit B1."

3. In Section 3 of the Agreement, the first sentence is deleted and replaced with "This Agreement shall begin on October 7, 2014, and shall end on October 7, 2017."

4. In Section 4 of the Agreement, the second and third sentences are deleted and replaced with "The total value of the Agreement shall not exceed $987,000."

5. As so amended, the Agreement remains in full force and effect.

SIGNATURES OF FOLLOWING PAGE

ATTACHMENT NO. 1
PAGE 1 OF 8

CITY OF OXNARD

Tim Flynn, Mayor

VENDOR

~~John Schumann,~~ Solenis, LLC Charles Robinson
Senior Vice President, ~~Industrial Water~~ Division
Pulp & Paper

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, Interim Utilities Director

ATTACHMENT NO. 1
PAGE 2 OF 8

EXHIBIT B1

SUPPLY AND DELIVERY OF POLYMER

CHEMICAL DESCRIPTION AND PRICE

Polymer Type	Price Per Pound (lb.)
Praestol K144L	$1.37
Praestol (Anionic)	$1.08

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/14/2015

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

Willis of New York, Inc.
c/o 26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME:
PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURER A: National Fire & Marine Insurance Company	20079-002	A++
INSURER B: Greenwich Insurance Company	22322-001	A
INSURER C: XL Specialty Insurance Company	37885-001	A
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

Solenis, LLC
3 Beaver Valley Rd., Suite 500
Wilmington, DE 19803

COVERAGES **CERTIFICATE NUMBER:** 23465341 **REVISION NUMBER:** See Remarks

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	42-GLC-100301-02	7/31/2015	7/31/2016	EACH OCCURRENCE	$ 5,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 10,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y		RAD943770601	7/31/2015	7/31/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY(Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY(Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	RWD943546801	7/31/2015	7/31/2016	X PER STATUTE ☐ OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	RWR943546901	7/31/2015	7/31/2016	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)

THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 7/31/2015 WITH ID: 23436966

City, its City Council, officers, employees and volunteers are included as Additional Insureds as respects to General Liability and Auto Liability where required by written contract.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds where required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

Coll:4748038 Tpl:1981522 Cert:23465341

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ENDORSEMENT #9

This endorsement, effective 12:01 AM:	7/31/2015
Forms a part of policy no.:	42-GLC-100301-02
Issued to:	Solenis International LP
By:	National Fire & Marine Insurance Company

ADDITIONAL INSURED IF REQUIRED BY WRITTEN CONTRACT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILTY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY POLICY

I. The following is added to Paragraph **2** of Section **II – WHO IS AN INSURED**:

e. Any person or organization, but only to the extent that you are required to include them as an additional insured under this policy because of a written contract that:
(1) Is in effect during this policy period; and
(2) Was executed prior to the "occurrence" with respect to any "bodily injury" or "property damage"; and
(3) Is an "insured contract".

Such person or organization, however, is an additional insured only under Section **I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** with respect to liability arising out of "your work" or "your product" for that additional insured, and then only for the period of time required by that written contract, but in no event beyond the expiration or termination of this policy.

II. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured, whether primary, excess, contingent, or on any other basis, unless the written contract specifically requires that this insurance apply on a primary or non-contributory basis.

III. In accordance with the terms and conditions of the policy, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the terms and conditions of this policy.

All other terms and conditions of the policy remain unchanged.

Authorized Representative OR
Countersignature (in states where applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured,** is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or

2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

a. The written contract is in effect during the policy period of this policy;

b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and

c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

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ENDORSEMENT #001

This endorsement, effective 12:01 a.m., July 31, 2015 forms a part of

Policy No. RAD9437706-01 issued to SOLENIS INTERNATIONAL, L.P.

by Greenwich Insurance Company

AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

Effective July 31, 2015 – Form **XIC 411 1013 – AUTOMATIC ADDITIONAL INSURED** is hereby added to the policy.

All other terms and conditions remain the same.

Authorized Representative _____

IXI 403 01 10

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ATTACHMENT NO. 1
PAGE 7 OF 8

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

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

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

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Where required by written agreement signed prior to loss	All California Operations.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
Solenis International, L.P.
Insurance Company
XL Insurance America, Inc.

Policy No. RWD9435468-01

Endorsement No.

Countersigned By _____

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Agreement No. A-7720

AGREEMENT FOR TRADE SERVICES
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/14)

THIS AGREEMENT FOR TRADE SERVICES ("**Agreement**") is entered into in Ventura County, California, this 7th day of October, 2014, by and between the City of Oxnard ("**City**") and Solenis LLC ("**Vendor**"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: Supply and delivery of Praestol K144L Polymer to the City of Oxnard Wastewater Treatment Plant as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below on an on-call basis according to the specifications and requirements shown in Exhibit B. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on October 7, 2014, and shall end on October 7, 2015 with an option of renewing for up to two (2) additional one (1) year terms. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor for the services performed under this Agreement at rates provided in Exhibit B, attached hereto and incorporated herein by this reference. Agreement is not to exceed $329,000 for the initial term. The City shall have the option of renewing for up to two (2) additional one (1) year terms for a total amount not to exceed $987,000. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors 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 Vendor, its employees, subcontractors, agents and sub-vendors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated

COUNCIL APPROVAL
DATE: 10/7/14 AGENDA # S-4

ATTACHMENT NO. 2
PAGE 1 OF 14

herein by reference as **Exhibit A**. While this Agreement is in effect, Vendor shall pay such employee no less than $14.75 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2015, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

6. a. To the fullest extent permitted by law, Vendor 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 Vendor's performance of this Agreement or Vendor'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. Vendor'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.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Vendor 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 Vendor 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 Vendor 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, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by the Indemnified Party shall not affect, relieve or reduce Vendor'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.

7. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

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

b. Vendor shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-I**.

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

9. In performing the Services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

10. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

11. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

12. This Agreement may be amended only by a written document signed by both City and Vendor.

13. Any notices to Vendor may be delivered personally or by mail addressed to: John Schumann, Senior Vice President, Industrial Water Division, Solenis LLC, 500 Hercules Road,

Wilmington, DE, 19808. Any notices to City may be delivered personally or by mail addressed to: Jeff Miller, Interim Wastewater Superintendent, City of Oxnard Wastewater Division, 6001 Perkins Road, Oxnard, CA 93033.

14. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

15. Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all the Services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor 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.

CITY OF OXNARD

Tim Flynn, Mayor

VENDOR

John Schumann, Senior Vice President
Solenis, LLC

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS AMOUNT:

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Daniel Rydberg, Utilities and Engineering Manager

EXHIBIT A

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:

   (a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

   (b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

   (c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

   (d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit ___. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than $_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.

B. (Contractor or Vendor) agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If (Contractor or Vendor) fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to (Contractor or Vendor), effective immediately.

D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or Vendor) shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2014

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$14.75 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2015, and each July 1 thereafter, according to the percentage change in the Consumer Price Index,** all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

EXHIBIT B

SUPPLY & DELIVERY OF POLYMER

CHEMICAL DESCRIPTION & PRICE

Polymer Type	Price per lb.
PRAESTOL K144L	$1.37/lb.

Note: Polymer to be delivered in bulk shipment and subject to all items and conditions set forth in Bid No. PW R14-14.

INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor 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 sale and delivery, installation or maintenance of products by vendor, 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. Vendor 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-I. 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-7720
300 West Third Street, Suite 302
Oxnard, California 93030

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

9/14

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-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPLE

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

CERTIFICATE HOLDER
City of Oxnard
Attn: Risk Manager
Reference No. A-7720
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

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

Underwriter=s representative for claims pursuant to this insurance.

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

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No.A-7720
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

Telephone:

NAMED INSURED

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

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

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. A-7722
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 _____

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Public Hearing AGENDA ITEM NO.: J-1

DATE: November 10, 2015

TO: City Council

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

FROM: Ashley Golden, Director
Development Services Department

SUBJECT: **Review of One Year Trial for Free Electric Vehicle Charging at City-Owned Charging Stations and Change User Fee for Electric Vehicle Charging**

CONTACT: Cynthia Daniels, Project Manager
Cynthia.daniels@ci.oxnard.ca.us, 385-7871

RECOMMENDATION

That City Council:

1. Receive a report on usage from the second-year trial suspending the user fee for electric vehicle charging until November 14, 2015.

2. Conduct a public hearing on the recommendation to change the hourly user fee for electric vehicle charging at city-owned chargers.

3. Adopt a resolution changing the hourly user fee for electric vehicle charging at city-owned chargers to an hourly rate the City Council determines will recover the estimated operational costs in accordance with the financial management policies in City Council Resolution No. 14,839, or adopt a resolution suspending indefinitely or rescinding the user fee.

4. Provide direction to staff regarding retention of the existing electric vehicle chargers at least until November 13, 2018.

BACKGROUND

The City owns and operates three electric vehicle charging stations at two locations: two at 255 E. Fifth Street at the Oxnard Transit Center long-term parking lot, and one at 324 South B Street on the first floor of the downtown parking garage. On July 23, 2013, the City Council held a public hearing and

adopted Resolution No. 14,431 establishing a user fee of $2.25 per hour for electric vehicle charging. The user fee is calculated to recover the estimated operational costs (which are the fees from the operators, maintenance, and electricity costs) in accordance with the financial management policies in City Council Resolution Nos. 14,430, 14,670 and 14,839. The three resolutions state the City Council will recover the costs of providing a private benefit to users through the imposition of user fees and charges. On November 5, 2013, the City Council adopted Resolution No. 14,442 suspending the user fee for electric vehicle charging for a one-year trial, and directed staff to return with the results of the usage at the end of the one-year period. On October 21, 2014, the City Council adopted Resolution No. 14,692 suspending the user fee for electric vehicle charging for an additional one-year trial, and directed staff to return with a report on the usage at the end of the one-year period. Unless the City Council takes action to change the user fee or the suspension, the one-year suspension will end at midnight on November 14, 2015 and the $2.25 hourly rate will resume.

Electric Vehicle Charging Usage. Attachment 2 is the graph and table summarizing usage at the three chargers during the two-year trial that started on November 15, 2013. The report does not cover the second full year of usage because the trial period ends after the deadline for submitting reports to City Council. The usage has increased steadily. More people are using the chargers, and the chargers are used more frequently, averaging about 3.6 hours per day. At approximately 2,468 hours of requested usage at the three chargers between November 15, 2013 and September 30, 2015, the City has foregone $5,553 of revenue to recover costs during the 23 months of the trial.

Reduce the Hourly Fee. Since the electric vehicle chargers were installed in 2013, the city's financial situation has worsened. The public purpose of subsidizing electric vehicles is less persuasive in light of the financial constraints and competition for limited air pollution buy-down funds (which is the source of the city's subsidy for the electric vehicle charging). The $2.25 per hour user fee originally approved by the City Council included fixed and variable costs plus an estimate for annual maintenance. By removing the estimated cost for maintenance and using two years of data on the daily usage, staff estimates a break-even point to recover the city's costs at the hourly user fee of $1.85[a] (Attachment 4). If the user fee is reduced to $1.85 per hour, then the city would expect to recover its expenses each year for operating the three chargers. Assuming the city's costs were $1.85 per hour of charger usage, the total cost for the free trial period would have been $4,565.

The City Council could reduce the fee below the break-even hourly rate at a cost it determines justifies the public benefits of encouraging the use of charging stations downtown and overcomes any private benefit that may result from providing the charging at a subsidy. The alternatives to reducing the hourly fee are to suspend the user fee for an additional period, or rescind the fee. Attachment 1 includes two resolutions, one lowers the fee to the rate determined by the City Council, and an alternative suspends

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[a] The break-even point (BEP) is the point at which cost or expenses and revenue are equal: there is no net loss or gain, and one has "broken even." *Levine, David; Michele Boldrin (2008-09-07). Against Intellectual Monopoly. Cambridge University Press. p.312. ISBN 978-0-521-87928-6.*

Source: https://en.wikipedia.org/wiki/Break-even]

the user fee indefinitely.

Charging Station Operators. ParkMobile USA Inc. operates the electric chargers in conjunction with Liberty Access Technologies Inc. ParkMobile's agreement expires on March 1, 2016 (Agreement No. 6270-13-DS). The agreement requires a 60-day notice prior to the expiration date if either party chooses not to renew the agreement, but the agreement may be terminated with 30 days written notice. Without a third party operator, the City cannot collect the fee or data on when and for how long the chargers are used, or control the amount of time a charger may be used to coincide with the parking hours. The cost to terminate the agreement without cause before the expiration date is not to exceed $1,300. The remaining balance on the agreement is $384.00. Liberty Access Technologies' agreement expires on December 31, 2018 (Agreement No. 6191-13-DS). The cost to terminate the Liberty Access Technologies agreement may not exceed $648, and may be less because it is an annual fee of $216.

ClipperCreek Electric Vehicle Chargers. The City's electric vehicle charging stations were partially funded by a grant from the Ventura County Air Pollution Control District. The grant agreement (No. 6113-13-DS) requires the City to own, maintain, and be able to operate the charging stations for a minimum of five years. The agreement expires November 13, 2018. Staff does not recommend the ClipperCreek chargers be removed because of the requirement to operate the charging stations for three more years.

The chargers do not have features to allow users to pay only for the electricity their vehicle uses. The customer orders the number of hours needed at the start of the charging session. The car's battery charges until it is full or the requested time expires, whichever happens first. The City Council previously expressed concern about the equipment's inability to charge a fee for only the amount of electricity a car uses. The equipment operates similarly to a parking meter, in that the user pays first for a specified amount of time and no refund is provided if the car leaves a parking space early.

Attachment 5 is the updated survey of the cost for electric vehicle charging at public charging stations in other cities.

FINANCIAL IMPACT

The City would end the subsidy for the free electric vehicle charging. The revenue from a reduced user fee of $1.85 per hour is estimated to be $2,431 per year at the average daily usage. The annual cost for the free charging will vary depending on the demand. To date, the City has foregone revenue of $5,553. It is likely the foregone revenue will increase with additional usage in the future if the user fee is suspended or rescinded. If the City cancels the operator agreements, the cost to remove the equipment is estimated to be less than $1,000, plus $1,032 to cancel the contracts with ParkMobile and Liberty Access Technologies Inc., which is a total of $2,032. If approved, activities of electric vehicle would be recorded in Air Pollution Buy-Down Fee Fund 118.

ATTACHMENTS

Attachment #1 - City Council Resolutions

Attachment #2 - Graph and Table of Usage November 2013 to September 2015
Attachment #3 City Council Resolution No. 14,839
Attachment #4 Break-Even Cost Recovery for Electric Vehicle Charging
Attachment #5 2015 Survey of Costs for Charging at Other Public Stations

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

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

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

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

WHEREAS, the City Council adopted Resolution No. 14,431 establishing a fee of $2.25 per hour for electric vehicle charging at City-owned charging stations, and adopted Resolutions No. 14,442 and No. 14,692 suspending the user fee for electric vehicle charging for consecutive one-year trials, respectively, and directed staff to return with a report on the usage at the end of the one-year periods, and

WHEREAS, the City Council received a report for two years of usage at the three city-owned electric vehicle chargers in the downtown, and

WHEREAS, the City Council conducted a public hearing on November 10, 2015 to consider staff's recommendation regarding a change to the user fee for electric vehicle charging, and

WHEREAS, the public benefits of encouraging the use of charging stations in the downtown area do not justify any private benefit that may result from providing free use of charging stations; and

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

NOW THEREFORE, the City Council of the City of Oxnard, having reconsidered the public vs. private benefits of a hourly fee for electric vehicle charging, resolves the electric vehicle charging fee is reduced to $_____ per hour, effective 7 days after adoption of this resolution.

PASSED AND ADOPTED THIS day of , 2015 by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

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

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

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

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

WHEREAS, the City Council conducted a public hearing on November 10, 2015 to consider staff's recommendation regarding a change to the user fee for electric vehicle charging, and

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

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

NOW THEREFORE, the City Council of the City of Oxnard resolves the electric vehicle charging fee is suspended indefinitely.

PASSED AND ADOPTED THIS day of , 2015 by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

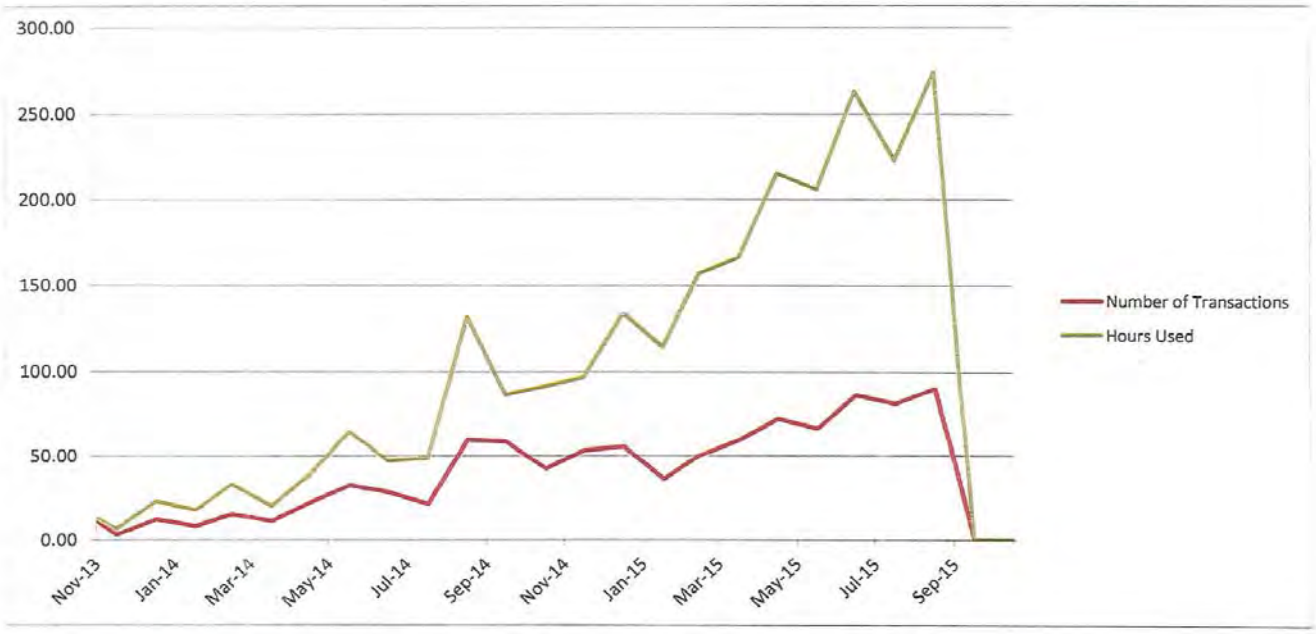
ATTACHMENT 1
PAGE 3 OF 4

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, Interim City Attorney

Summary of Use
Electric Vehicle Chargers
November 2013 - September 2015



ATTACHMENT 2
PAGE 1 OF 1

Table 1
23 Months Usage
3 Chargers

Free Trial Month/Year	Total Days/Mo	Number of Transactions	Hours Used
Nov-13	16.00	11.00	12.67
Dec-13	31.00	3.00	6.50
Jan-14	31.00	12.00	22.84
Feb-14	28.00	8.00	17.50
Mar-14	31.00	15.00	32.76
Apr-14	30.00	11.00	19.83
May-14	31.00	22.00	38.65
Jun-14	30.00	32.00	63.96
Jul-14	31.00	28.00	46.68
Aug-14	31.00	21.00	48.22
Sep-14	30.00	59.00	131.61
Oct-14	31.00	58.00	86.08
Nov-14	30.00	42.00	91.33
Dec-14	31.00	53.00	96.50
Jan-15	31.00	55.00	133.75
Feb-15	28.00	36.00	114.07
Mar-15	31.00	50.00	157.00
Apr-15	30.00	59.00	166.33
May-15	31.00	72.00	215.42
Jun-15	30.00	66.00	205.95
Jul-15	31.00	86.00	263.25
Aug-15	31.00	81.00	223.15
Sep-15	30.00	90.00	274.28
Oct-15			
Nov-15			
	685.00	970.00	2468.33
Foregone Revenue			$ 5,553.74
Average Hours per Day	3.60	3 Chargers	

ATTACHMENT 2
PAGE 2 OF 2

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 14,839

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ESTABLISHING FINANCIAL MANAGEMENT POLICIES

WHEREAS, the City Council wishes to establish financial management policies to be followed in the development and implementation of the City budget.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves that the following policies will guide the development and implementation of the City's Operating and Capital Improvement Project Budgets.

I. BUDGET POLICIES

A. Budget Guidelines

1) The City Council will approve a multi-year revenue and expenditure forecast, which will provide parameters for the budget development process.

2) The budget process will include the development of a balanced two-year budget. The two-year budget will include an approach that City Council approves appropriations for a one-year operating budget and capital improvement plan.

3) The budget will be organized in a department/service level format.

4) The budget development process will include the identification and evaluation of policy options for service levels. However, the adopted budget will include only those policy options approved by City Council.

B. Appropriation Priorities

1. In evaluating the level of appropriations for department enhancements, or expense reductions, staff will apply the following principles in the priority order given:

a. Essential services that provide for the health, safety and welfare of residents.

b. Adequate ongoing maintenance of facilities and equipment.

c. All other services.

2. When reductions in personnel are necessary to reduce expenditures, to the greatest extent possible this will be accomplished through normal attrition.

C. Supplemental Services

The City Council may budget for certain services that may also be provided by other governmental agencies or the private sector. The provision of these services will be based on a demonstrated community need or benefit over time. When appropriate, these services will be supported in whole or in part by user fees.

D. Appropriation Changes

1. Changes to the City Council adopted budget for the fiscal year shall occur as follows:

2. By City Council action for all changes that either increase or decrease fund appropriations adopted in the annual budget appropriation resolution.

3. By the City Manager for appropriation transfers between departments within a fund.

4. By the Department Director for appropriation transfers between programs, as long as funding is available in the department as a whole.

II. CAPITAL IMPROVEMENT PROGRAM POLICIES

A. Capital Planning Period

1. Staff will budget all capital improvements in accordance with an adopted Capital Improvement Project (CIP) Plan.

2. The City's long-range capital planning period will be a minimum of five years, or longer where appropriate.

3. The Five-Year Capital Improvement Project Plan will be reviewed and approved by City Council every other year or as needed based on economic and funding outlooks. City Council will approve appropriations annually. Appropriation changes will be in accordance with Section I.D.

4. The CIP Plan will be in conformance with and support the City's major planning documents: the most current General Plan, project specific plans, and Citywide master plans for related infrastructure improvements.

5. Staff will prepare strategic plans and master plans for major infrastructure and utility improvements with a 10- or 20-year planning horizon when appropriate.

B. Capital Project Priorities

1. Staff will evaluate and prioritize each proposed capital project against the following criteria:

a. Linkage with community needs as identified in the City's major planning documents.

b. Cost/benefit analysis identifying all financial and community impacts of the project.

c. Identification of available funding resources.

2. Staff will develop the CIP Plan with funding priorities in the following order:

a. Projects that maintain and preserve existing facilities.

b. Projects that replace existing facilities which no longer meet the needs of the community or that can no longer be maintained cost effectively.

c. Projects that provide new and expanded services to the community.

C. Capital Project Management

1. Capital projects will be managed in a phased approach. The project phases will become a framework for appropriate decision points and reporting. The phasing will consist of:

a. Conceptual/schematic proposal
b. Preliminary design and cost estimate
c. Engineering and final design
d. Bid administration
e. Acquisition/construction
f. Project closeout

2. Each capital improvement project will have a project manager who will prepare the project proposal, ensure that required phases are completed on schedule, authorize payment of expenditures approved as required by the City's Purchasing Manual, ensure that all regulations and laws are observed, periodically report project status, track project expenditures and perform the project closeout according to current procedures.

III. REVENUE POLICIES

A. Maintenance of Revenues

1. The City Council will attempt to maintain a diversified and stable revenue base to shelter the City from short term fluctuations in any one revenue source.

2. The City Council will promote an increase in the City's revenue base through economic development programs that maintain and enhance a vigorous local economy.

3. The City Council will seek to supplement the City's revenue base through the identification of and application for State and federal grant funds, which will support identified needs.

B. User Fees and Rates

1. The City Council will attempt to recover the costs of services providing a private benefit to users through the imposition of user fees and charges.

2. The City Council will establish all user fees and charges at a level related to the direct and indirect costs of providing services and the degree of public versus private benefit.

3. Staff will recalculate annually the full costs of activities supported by user fees and rates to identify the impact of inflation and other cost increases.

4. The City Council will set fees and user rates for each enterprise fund (e.g., water, wastewater, solid waste) at a level that fully supports the total direct and indirect costs of the activity.

C. Revenue Collection

1. Staff will take all cost effective actions available to collect revenues.

2. Staff will grant use fee waivers and debt forgiveness under the following conditions:

a. All requests will be approved or disapproved by the City Council on a case by case basis.

b. Each request will be considered and City Council action will be by resolution.

c. All categorical fee waivers will be subject to a sunset provision as determined by the City Council.

3. Staff will not grant development and permit fee waivers.

D. Interest Earnings

1. Staff will assign interest earnings to the appropriate fund based on available cash balances.

2. Investment policies will be reviewed annually by the Investment Review Committee and the City Council.

IV. FUND BALANCE POLICIY

This Fund Balance Policy establishes the procedures for reporting unrestricted fund balance in the General Fund financial statements. Certain commitments and assignments of fund balance will help ensure that there will be adequate financial resources to protect the City against unforeseen circumstances and events such as revenue shortfalls and unanticipated expenditures. The policy also authorizes and directs the Chief Financial Officer to prepare financial reports

which categorize fund balance in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

A. Procedures

Fund balance is essentially the difference between the assets and liabilities reported in a governmental fund. There are five separate components of fund balance, each of which identifies the extent to which the City is bound to honor constraints on the specific purposes for which amounts can be spent.

- Nonspendable fund balance
- Restricted fund balance
- Committed fund balance
- Assigned fund balance
- Unassigned fund balance

The first two components listed above are not addressed in this policy due to the nature of their restrictions. An example of nonspendable fund balance is a prepaid item. Restricted fund balance is either imposed by law or constrained by grantors, contributors, or laws or regulations of other governments. This policy is focused on financial reporting of unrestricted fund balance, or the last three components listed above. These three components are further defined below.

B. Committed Fund Balance

The City Council, as the City's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as ordinance or resolution. These committed amounts cannot be used for any other purposes unless the City Council removes or changes the specified use by taking the same type of action it employed to commit those amounts. City Council action to commit fund balance should occur within the fiscal reporting period; however the amount can be determined in the subsequent period.

C. Assigned Fund Balance

1. Amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance.

2. This policy hereby designates the authority to assign amounts to be used for specific purposes to the Chief Financial Officer for the purpose of reporting these amounts in the annual financial statements.

D. Unassigned Fund Balance

These are residual positive net resources of the general fund in excess of what can be properly classified in one of the other four categories.

V. RESERVE POLICIES

A. Adequate reserves will be maintained for all known liabilities, including payable employee leave balances, workers' compensation, and self insured retention limits.

B. The City Council will endeavor to maintain an operating reserve equal to 18 percent of the General Fund operating budget. The operating reserve shall be available to: cover cash flow requirements; meet unanticipated revenue shortfalls; take advantage of unexpected opportunities; invest in projects with a rapid payback; ensure against physical or natural disasters; and provide interest earnings.

C. The City Council will endeavor to maintain operating reserves in the Water and Wastewater Utility Enterprise Funds equal to 25 percent of the operating budgets, and reserves in the Solid Waste Enterprise Fund equal to 9 percent of the operating budget.

VI. DEBT POLICIES

A. Use of Debt

1. Any tax and revenue anticipation borrowing will be consistent with State and federal laws and regulations.

2. The City Council will review the issuance of long term debt only for:

a. Construction and acquisition of land, capital improvements, or equipment when the useful life of the asset is equal to or greater than the term of the debt.

b. The creation of contractually required reserves.

c. The payment of judicial awards or settlements or the establishment of actuarial reserves to pay such awards.

3. Debt financing will not be appropriate for current operating or maintenance expenses or for any recurring purposes.

B. Conditions of Use

1. The City Council will use long term debt to finance a major equipment acquisition, a capital project, or reserve only if a cost/benefit analysis establishes that the financial and community benefits of the financing exceed the costs.

2. Benefits can include, but are not limited to, the following:

a. Present value benefit: The current cost plus the financing cost is less than the future cost of the project or acquisition.

b. Maintenance value benefit: The financing cost is less than the maintenance cost of deferring the project or acquisition.

c. Equity benefit: Financing provides a method of spreading the cost of a project or acquisition back to the users of the project or acquisition over time.

d. Community benefit: Debt financing of the project or acquisition enables the City Council to meet an immediate community need.

3. Debt financing will be used only when project revenues or other identified revenue sources are sufficient to service the debt.

4. The City Council by resolution will periodically establish industry standard bond debt ratios to assess maximum debt carrying capacity and will apply these ratios to each proposed debt.

5. When the City obtains debt financing on behalf of or benefiting a third party (as with assessment districts) such debt will be issued in conformance with existing City Council priorities and policies without contingent liability of the City and with all costs of issuance and administration fully reimbursed by the third party.

C. Methods

1. Staff will retain the following contract advisors for the issuance of debt:

a. Bond Counsel To be selected by RFP periodically.

b. Special Counsel To be selected by RFP periodically to protect the City's interest in complex negotiations and document review.

c. Financial Advisor - To be selected by RFP periodically to assist the City in assessing financing opportunities and options, selection of underwriters, preparation of all required financing documents, and other financial advisory assistance as required.

d. Underwriters To be selected periodically by RFP for negotiated financings. For bond issues that are competitively bid, underwriter will be selected on the basis of lowest true interest cost (TIC).

2. The City Council's preference is to issue fixed rate long term debt with level debt service, but variable rate debt or other debt service structure may be considered if an economic advantage is identified for a particular project.

3. Bond proceeds will be held by an independent bank acting as trustee or fiscal agent.

B. The risk management process will include the systematic and continuous identification of loss perils and exposures, the analysis of these perils and exposures in terms of frequency and severity probabilities, the application of sound risk control procedures and the financing of risk consistent with the City's financial resources.

C. If the loss potential in dollars for a particular risk is substantial and cannot be absorbed within the City's annual operating budget, the staff will develop and maintain a program of purchased insurance, funded self insurance, or debt.

D. Staff will endeavor to promptly settle justified claims but will vigorously defend claims which are doubtful, frivolous, or unsupported.

E. Staff will maintain separate self insurance funds to identify and segregate the financial resources necessary to cover insurance premiums and self insured retentions.

1. Revenues into the insurance funds will be generated by charges to operating programs allocated to reflect loss experience.

2. Resources will be established at the end of each year to fund liability for open claims, incurred but not reported claims, and a catastrophic loss reserve as periodically recommended by an independent actuarial consultant, or as authorized for GAAP.

F. To assist in the overall administration of the risk management program, the City Council will utilize the following consultants:

1. Claims adjuster for workers' compensation and public liability/property damage.

2. Claims auditor, actuarial consultant, and risk management program auditor.

3. Insurance broker of record.

PASSED AND ADOPTED on this 23rd day of June, 2015, by the following vote:

AYES: Councilmembers Flynn, Ramirez, Padilla and Perello.

NOES: Councilmember MacDonald.

ABSENT: None.

Tim Flynn

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

Table 2
Pricing for Electric Vehicle Charging

Break-even Hourly Charge		**$1.85**	
Calculation:			
Assumes 3.6 hours usage per day			
Fixed costs per day	$	1.98	
Variable costs (electricity for 3.6 hr/day)	$	4.67	7.2 watts/hr for charging operation x $0.18/kWh electricity cost x 3.6 hrs average usage/day
Total	$	6.65	
		÷ 3.6	average hrs daily use
Break-even cost per hour	$	1.85	

City Electric Vehicle Charging Fee		**$2.25**
City Council Resolution No. 14,431		

Fixed Costs		All Units Total One Year Cost		All Units Total Fixed Cost Per Day	
Liberty Access Technologies administrative fee		$ 216.00	÷ 365 days =	$ 0.59	
Parkmobile initial set up fee (one time charge)		$ 150.00	÷ 912.5 days = One time charge	$ 0.16	Amortized over life of contract 2.5 yrs
Maintenance $180/hr, assume 4 hrs/yr	$ -	$ -			
Standby electrical consumption 6 watts	54 kWhr/yr (1)	$ 29.16	÷ 365 days =	$ 0.08	
Parkmobile transaction fee (minimum 100 transactions)		$ 420.00	÷ 365 days =	$ 1.15	
Subtotal		$ 815.16		$ 1.98	

Variable Costs		
Electricity cost per kilowatt-hour (kWh)	$	0.18
Model CS-40 EV Charger uses 7.2 watts/hr		

Notes:
(1) kWh is kilowatt-hour. A kilowatt-hour is a unit of energy equivalent to one kilowatt (1 kW) of power expended for one hour. (http://en.wikipedia.org/wiki/Kilowatt_hour#Definition)
The kilowatt-hour is commonly used as a billing unit for energy delivered to consumers by electric utilities. (Source: https://en.wikipedia.org/wiki/Kilowatt_hour#Misuse_of_watts_per_hour)

ATTACHMENT 4
PAGE 1 OF 1

Table 3

2015 Survey of Other Public Electric Vehicle Charging Stations

	Cost/Hour (Hr)	Type of Charger
City of Moorpark	2014: $1/hr, $1 minimum	ChargePoint Level 2
	2015 Update: $1/hr, $1 minimum	ChargePoint Level 2
City of Ojai	2013: Free	ClipperCreek Level 2
	2014 Update: Free	
	2015 Update: Free	
City of Santa Barbara	2013: $1/hr, $1 minimum to charge	ChargePoint Level 2
	2014 Update: $0.25/kWhr (1) plus parking if over 75 minutes in parking garages (without parking fees, works out to about $0.82/hr for vehicles that charge at 3.3 kW and $1.65 for vehicles that charge at 6.6 kW, the max for most Level 2 chargers according to Community Environmental Council in Santa Barbara)	ChargePoint Level 2
	2015 Update: $0.25 /kWhr (plus hourly parking fees, if applicable	ChargePoint Level 2
City of Santa Monica	2013: Free	
	2014 Update: Free	
	2015 Update: Free plus parking fees, if applicable. At Civic Center, first 30 min. of parking is free while charging vehicle.	ChargePoint Level 2 & ClipperCreek Level 2
City of Solvang	2013: $0.45/hr	ChargePoint Level 2
	2014 Update: $0.35/kWhr	ChargePoint Level 2
	2015 Update: $0.36/kWhr	ChargePoint Level 2
City of Thousand Oaks	2013: $1-2/hr based on membership	Blink Level 2
	2013: Free	ClipperCreek Level 2
	2014 Update: Market Price for Kilowatt $1-$5 per kilowatt. Clipper Creek chargers to be removed from public areas	Blink Level 2
	2015 Update: $0.40/kWhr for Blink members, $0.59/kWhr for guests	Blink Level 2
City of Ventura	2013:$0.50/hr, $0.50 minimum	ChargePoint Level 2 Requires RFID Card from ChargePoint
	2014 Update: $0.50/hr, $0.50 minimum	
	2015 Update: $0.50 /hr. For Promenade stations, $0.50 minimum and ChargePoint RFID card required	ChargePoint Level 2
County of Santa Barbara	2014: $0.45/hr, $0.45 minimum	ChargePoint Level 2
	2015 Update: $0.20/kWhr	DC Fast Charging Station Level 3 in Goleta
	$0.45/hr, $0.45 minimum	ChargePoint Level 2 in Rincon, Summerland

Notes:
(1) kWhr is kilowatt-hour. A kilowatt-hour is a unit of energy equivalent to one kilowatt (1 kW) of power expended for one hour. (http://en.wikipedia.org/wiki/Kilowatt_hour#Definition)

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Appointment Item AGENDA ITEM NO.: K-1

DATE: November 10, 2015

TO: City Council

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

FROM: Ashley Golden, Director
Development Services Department

SUBJECT: **Transportation Demand Management (TDM) Plan**

CONTACT: Cynthia Daniels, Project Manager
Cynthia.daniels@ci.oxnard.ca.us, 385-7871

RECOMMENDATION

That City Council adopt a resolution approving the Transportation Demand Management Plan and direct staff to implement the recommendations, excluding Appendix A, consistent with available funding.

BACKGROUND

On April 13, 2012, the Ventura County Transportation Commission (VCTC) approved the City's application for a $150,000 Congestion Mitigation and Air Quality Improvement Program (CMAQ) grant for a traffic and trip demand management plan. On July 30, 2013, the City Council approved a budget appropriation recognizing the federal grant in the amount of $132,795 (CMAQ share is 88.53% of the total amount) to the Traffic Trip Demand Management Plan Project No. 133106 to implement the policies of the *2030 General Plan*. Following a competitive request for proposals, on April 15, 2014, the City Council approved the consulting contract with Nelson\Nygaard Consulting Associates Inc. to prepare the TDM Plan. On August 6, 2015, the Planning Commission conducted a study session. The City Council conducted a study session on the draft plan on September 15, 2015.

Since the late 1980's, the City has required large non-residential projects to incorporate TDM strategies and to contribute to an off-site TDM fund (the Air Pollution Buy-Down Fund) to mitigate air quality cumulative impacts. The off-site TDM fund was designed and recommended by the Ventura County Air Pollution Control District (APCD). The mitigation fee is collected and allocated by the City. The fund is used for transit operations, bus stop construction, and other improvements intended to

encourage and enhance transit, pedestrian, and bicycle travel as alternatives to single-occupant vehicle travel. However, this TDM mitigation program is a one-time fee imposed primarily on new commercial and industrial developments that generate air pollution in excess of the APCD threshold.

The TDM Plan. The proposed TDM Plan has two main purposes, to implement the *2030 General Plan*, and to track greenhouse gas (GHG) emissions towards a feasible reduction target. The TDM Plan is an opportunity to explore a more comprehensive TDM approach that is appropriate to Oxnard businesses and residents, scalable by size of employer, financially feasible, and offering "cafeteria-style" choices. The TDM program could be adopted citywide and apply to certain employers and traffic-generating uses. An important aspect of the TDM program is the ability to easily quantify vehicle miles *not* traveled and resulting reductions in GHG emissions, two metrics that are increasingly important for competitive State grant funding for affordable housing, capital improvements, and transit operations.

The TDM Plan summarizes the existing TDM programs and policies, analyzes the projected GHG emissions from commuters' vehicles, and recommends TDM programs and policies. The plan identifies potential funding sources to implement the recommendations. Attachment 2 is the summary of recommended TDM strategies by priority. The TDM Plan does not demonstrate the recommendations would significantly reduce either congestion or GHG emissions from commuters. Reductions in GHG emissions will come from actions outside the control of the city. Future changes in the carbon content of fuels and increasing vehicle fuel efficiency are projected to result in a *net decrease* in GHG emissions by 2035 from Oxnard's commuter trips despite forecasts of increasing employment.

One product of the TDM project is the website *Oxnard On The Go* at http://onthego.oxnard.org. It provides residents, employees, visitors, and employers with information on how to get around, with an emphasis on using public transportation, walking and biking, services for commuters and employers, and what efforts the City is undertaking to improve transportation conditions for all users. The website offers information in English and Spanish. The trip planner page of the website identifies travel directions via public bus, car, walking, and biking. The trip planner also tells how long it will take by each mode to get to a destination and how many pounds of carbon dioxide (CO2) emissions would be saved if one uses a mode other than driving, and if the person walks or bikes, then how many calories the person will burn.

CEQA Compliance. The City published a notice of intent to adopt a negative declaration on October 8, 2015 in compliance with the California Environmental Quality Act (CEQA). The 20-day comment period closed on October 27. The notice of availability for the negative declaration was also mailed to several interested parties and government agencies. Staff will provide a verbal update on comments during the report to City Council.

Public Outreach. The staff recruited an employer's advisory group to participate in the formation of the plan and provide feedback on the recommendations. The draft plan was released to the public on June 24. The draft plan was posted on the City's website (http://developmentservices.cityofoxnard.org/7/76/364/0), a notice of its availability was issued as a press release, and notices of the plan's availability were sent to interested stakeholders. Copies of the draft plan were provided to the employers advisory group, the City's public libraries, and was available

at the Service Center at the Development Services Department, 214 South C Street. The comment period ended on September 16, 2015. The plan was revised in response to the comments.

Planning Commission Study Session. The Planning Commission study session on August 6, 2015 generated comments about the related topics of the need for mixed use zoning, more transit serving the City and especially the beach and harbor area, the pivotal role density plays in supporting adequate transit service, the price of gas and the effect on transit use, the Naval Base Ventura County, bicycle transportation's role in reducing congestion, alternative transportation providers like Lyft and Uber, and car-sharing.

The *2030 General Plan*. The *2030 General Plan* includes a goal for effective transportation demand management (TDM) programs that help achieve air quality goals and minimize. The *2030 General Plan* requires TDM programs with preferred parking, car pool and van pool vehicles, and ridesharing where feasible and appropriate. The TDM Plan is consistent with the *2030 General Plan.*

FINANCIAL IMPACT

None at this time.

ATTACHMENTS

Attachment #1 - City Council Resolution
#2 Summary of Recommended TDM Strategies by Priority
#3 Transportation Demand Management Plan (web address: http://developmentservices.cityofoxnard.org/Uploads/Planning/Oxnard%20TDM%20Plan%20Final%20Draft.pdf)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ADOPTING THE FINAL TRANSPORTATION DEMAND MANAGEMENT PLAN, FILED BY THE CITY OF OXNARD DEVELOPMENT SERVICES DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA 93030

WHEREAS, the City's *2030 General Plan* includes a goal for effective transportation demand management (TDM) programs that help achieve air quality goals and minimize congestion; and

WHEREAS, the current transportation demand management efforts of the City are evaluated in the Transportation Demand Management Plan; and

WHEREAS, in accordance with the California Environmental Quality Act, the City of Oxnard provided public notice of the intent to adopt a negative declaration to analyze the potential environmental effects of this project, and the City Council finds on the basis of the whole record before it (including the initial study and any comments received) that there is no substantial evidence that the project will have a significant effect on the environment, and further finds that the negative declaration reflects the independent judgment and analysis of the City, and

WHEREAS, the documents and other materials that constitute the record of proceedings upon which the decision to adopt the negative declaration is based are located in the Development Services Department, Transit Services Program of the City of Oxnard, and the custodian of the record is the Project Manager, and

WHEREAS, the City Council finds, after due study, deliberation and public review, that the following circumstances exist:

A. The proposed Final TDM Plan is in conformance with the *2030 General Plan* and other adopted standards of the City of Oxnard.
B. The proposed Final TDM Plan will not adversely affect or be materially detrimental to the public health, safety, or general welfare.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to adopt the negative declaration and approve the Final Transportation Demand Management Plan and directs staff to implement the recommendations identified in the final report, except in Appendix A, consistent with available funding.

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

Figure 3-1 Summary of TDM Strategies

Program	Priority Level	Description	Existing/New Development	Management	Timeframe	Potential Funding Source
Communication & Outreach	1	Work with VCTC and employers to increase outreach efforts to boost awareness of transportation services and programs.	Existing & New	City of Oxnard, Employers, VCTC	Near-term	City General Fund, VCTC
Safe Routes to School (SR2S)	2	Continue to work with schools to support the implementation of SR2S programs and seek grant funding for pedestrian and bicycle infrastructure improvements	Not applicable	City of Oxnard	Near-term	Federal Transportation STP and HSIP funds, Center for Disease Control grants, Environmental Protection Agency grants, City Air Pollution Buy-Down Fund
Ridesharing	3	Increase awareness of VCTC's existing ridematching service. Consider updating the matching mechanisms to allow participants to view matches themselves.	Existing & New	City of Oxnard, Employers, VCTC	Near-term	City General Fund, City Air Pollution Buy-Down Fund, VCTC
Commercial Zoning and Density Bonuses	4	Offer new commercial development projects density bonuses or reductions in parking requirements for the reduction of vehicle trips through TDM.	New	City of Oxnard	Mid-term	N/A. Would be revised by City staff.
City Employee TDM Program	5	Implement a range of TDM programs for City employees	Not applicable	City of Oxnard	Mid-term	City General Fund, City Air Pollution Buy-Down Fund
Vehicle Trip Reduction (VTR) Ordinance	6	Expand requirements for employers with 50 or more employees. Establish requirements for employers with 10 – 49 employees.	Existing & New	City of Oxnard, Employers	Mid-term	N/A. Would be revised by City staff.
Infrastructure and Design Standards	7	Implement new design standards that create a more walkable and bikeable environment. Consider street reconfigurations such as road diets to improve safety and room for bicycle, pedestrian, and transit infrastructure.	New	City of Oxnard	Mid-term	Circulation System Improvement Fee, Federal Surface Transportation Program (STP) and Highway Safety Improvement Program (HSIP) funds, Local Transportation Fund monies

ATTACHMENT 2
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Strategic Growth Council (SGC)	8	The SGC oversees grant programs for planning efforts and projects that improve transportation, increase affordable housing, and promote public health amongst other aims. This could be a potential funding source for TDM programs.	New and existing	City of Oxnard	Long-term	N/A. Would be a source for funding TDM programs
Senate Bill 743	9	Changes to level of service (LOS) metrics may present the City with an opportunity to have developers implement TDM programs if they exceed acceptable standards	New	City of Oxnard	Long-term	N/A. Would be a source for funding TDM programs

ATTACHMENT 2
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Oxnard Transportation Demand Management (TDM) Plan

Final Report

October 2015

NELSON
NYGAARD

ATTACHMENT 1
PAGE 1 OF 70

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Appendix A TDM Best Practices i

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1 INTRODUCTION

In the spring of 2014, the City of Oxnard (City) received a federal-aid highway grant from the California Department of Transportation (Caltrans) to fund a study that examines ways in which the City can reduce congestion and lower greenhouse gas emissions (GHG) by encouraging fewer single-occupant vehicle trips with the implementation of a best-practices traffic/transportation demand management (TDM) program.

As the largest city in Ventura County and a major employment center with a total of 61,400 workers in 2014, of whom about 34,500 (56%) both work and live within City limits and 26,900 (42%) commute outside the City, the development of TDM programs will help reduce the City's environmental footprint by reducing the amount of greenhouse gas emissions generated by gasoline-powered vehicles, with a focus on drive-alone commuters. Having an updated TDM program for which GHG emissions can be quantified is increasingly important for qualifying for grants from the Affordable Housing and Sustainable Communities (AHSC) Program funded by the State's GHG Reduction Fund (also known as "cap-and-trade") that is a key strategy to meet State Assembly Bill (AB) 32's GHG statewide reduction targets. The initial AHSC round was funded at $130 million and 50 percent of AHSC available funds are set aside for projects benefitting disadvantaged communities. Oxnard has several areas that appear to qualify for AHSC and having an up-to-date TDM program adds points to the AHSC grant application score.

In late 2014, a small advisory group comprised of local businesses and agencies was created in order to develop a set of TDM programs that best meets the needs of local employers and employees. The advisory group provided feedback on the types and effectiveness of programs and services they believed would both encourage their employees to try other ways to travel to work (and reduce vehicle trips) and be cost-effective for the employers themselves.

In early 2015, taking this feedback and reviewing best-practices TDM programs that have successfully reduced vehicle trips in similar jurisdictions, a menu of context-sensitive TDM strategies was developed for Oxnard. The strategies are grouped into two categories: 1) strategies that build on existing TDM programs, and 2) new strategies. The report is organized into the following chapters:

- Chapter 2 presents an analysis of existing (2014) commute patterns;
- Chapter 3 describes the TDM Plan, including an overview of the proposed strategies in a TDM program, how the strategies would be implemented or expanded upon, and anticipated environmental impacts;
- Appendix A is the Best Practices Memorandum that provides examples of other jurisdictions where these TDM strategies have been implemented and describes their impacts on travel behavior; and
- Appendix B provides a sample TDM ordinance.

The draft plan was released for public comment on June 24, 2015. The document was posted to the City's website, a notice of its availability was issued as a press release, and notices of the plan's availability were sent to interested stakeholders. Copies of the draft plan were provided to the project advisory group, the City's public libraries, and were available at the Service Center at City's Development Services Department. The comment period ended on September 16, 2015. The notice of intent to adopt a negative declaration was published in a local newspaper on October 8, 2015. The comment period for the negative declaration was October 8 -27, 2015. The notice of availability for the negative declaration was also mailed to several interested parties and government agencies.

The draft plan was presented in a Planning Commission study session on August 6, 2015, and generated comments about the related topics of the need for mixed use zoning, more transit serving the City and especially the beach and harbor area, the pivotal role density plays in supporting adequate transit service, the price of gas and the effect on transit use, the Naval Base Ventura County, bicycle transportation's role in reducing congestion, alternative transportation providers like Lyft and Uber, and car-sharing. The City Council conducted a study session on the draft plan on September 15, 2015.

2 EXISTING & FUTURE COMMUTE PATTERNS

In order to better understand how over 60,000 Oxnard residents get to and from work, the City's consultants completed an analysis of current and projected commute patterns. Consultants utilized a variety of data sources to develop a picture of commute patterns in the City of Oxnard and calculated associated greenhouse gas (GHG) emissions. Data sources include the Census Bureau's American Community Survey journey-to-work data, Southern California Association of Governments (SCAG) employment forecasts, and California Air Resources Board (CARB) emissions forecasts. The analysis focuses on the following:

- Estimates of total commute trips, commute mode choices, and commute patterns from surrounding cities to Oxnard;
- An estimated number of vehicle miles travelled (VMT) for Oxnard commuters;
- Forecasts of future commute VMT, based on employment forecasts generated by SCAG; and
- Estimates of current and future GHG emissions generated by Oxnard commuters, based on forecasts from the CARB's Emissions Factor (EMFAC) 2011 model.

ANALYSIS OF LOCAL AND REGIONAL COMMUTE PATTERNS

An estimate of both current and future commute patterns for Oxnard workers was calculated using 2010 five-year American Community Survey (ACS) estimates as presented in the Census Transportation Planning Package.[1] These estimates were then scaled using SCAG employment forecasts to derive current and future-year estimates.

Current Commute Patterns

Commute Patterns from Surrounding Cities

The total forecast for 2015 employment within Oxnard is roughly 61,900 workers. As illustrated in Figure 2-2, approximately 34,000 (56%) Oxnard workers live in the City. About 13,000 (21%) workers commute in from the adjacent cities of Port Hueneme, Camarillo, and Ventura and the unincorporated community of El Rio. The remaining 22% (roughly 14,000) of commuters travel from a large number of surrounding cities and unincorporated areas. Commuters from cities in Los Angeles County make up 4% (2,600) of all commute trips to Oxnard.

[1] Census Transportation Planning Package 5-year estimates. http://ctpp.transportation.org/Pages/5-Year-Data.aspx

Mode of Access

As shown in Figure 2-1, driving is the dominant commute mode for Oxnard workers: in total, 94% of Oxnard workers use a car or truck to get to work. The average vehicle has 1.1 occupants, indicating that carpooling is relatively rare. Three percent of workers walk to work, 2% use transit, and 1% ride a bicycle.

For commuters who both live and work in Oxnard, driving is still the dominant mode of access. In total, 92% of commuters who both live and work in Oxnard use a car or truck to get to work (at a rate of 1.2 persons per vehicle). Four percent walk to work, 2% use transit, and 1% ride a bicycle. Of those commuters traveling from other cities and unincorporated areas, 97% use a car or truck.

Figure 2-1 Mode of Access to Work

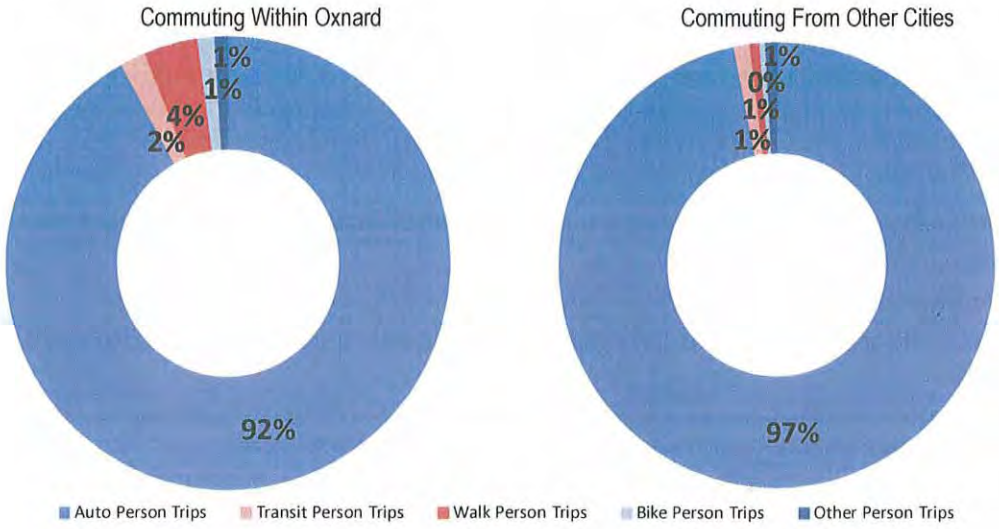
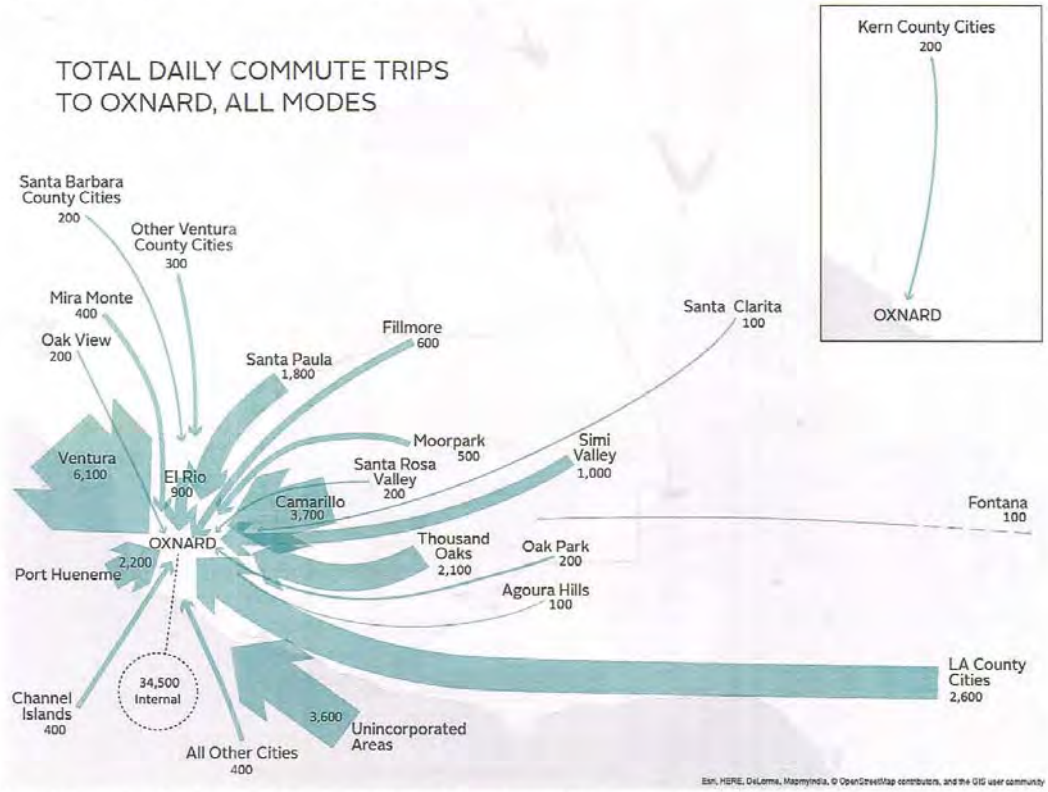


Figure 2-2 Daily Commute Trips to Oxnard by Home Origin (2014 Estimate)



Source: Place-to-place flows from Census Transportation Planning Package 5-year estimates, scaled to 2014 based on SCAG Employment Forecasts

ATTACHMENT 3
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Trip Length

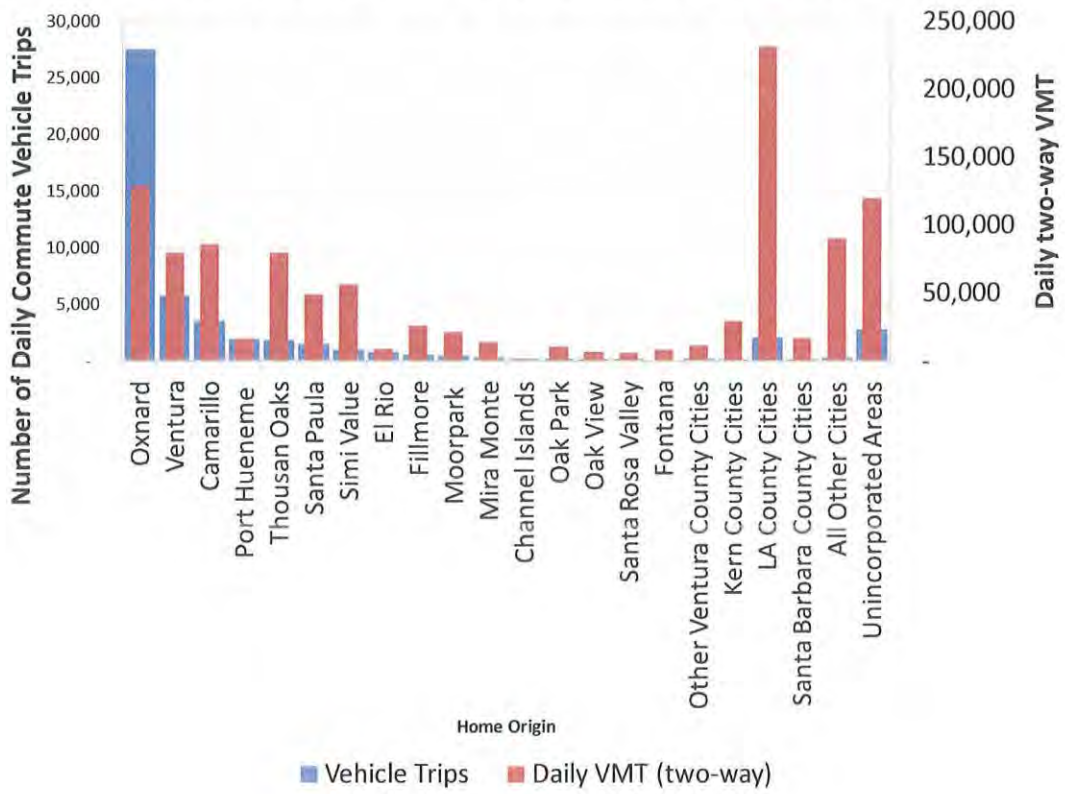
This analysis includes estimates of trip lengths for commute trips to jobs in Oxnard in order to calculate VMT and GHG emissions. Estimated trip lengths are based on the travel distance along the roadway network between the center of each designated census place and the center of Oxnard. The weighted average distance from all other cities (with weights based on the estimated number of commuters traveling from each city) is used for trips with home origins in unincorporated areas. For trips within Oxnard, trip lengths are based on a weighted average distance between each Census Transportation Analysis Zone (TAZ) and the center of the city.

Based on this analysis, the average Oxnard worker travels 10.8 miles each way to work. Distance travelled varies dramatically by origin: commuters who both live and work in Oxnard average just two miles each way while those who work in Oxnard but live in another city average roughly 42 miles.

Vehicle Miles Travelled

Employees commuting to and from jobs in Oxnard generate an estimated 987,000 VMT per day. While a minority of Oxnard workers (39%) lives outside the city, the large difference in average miles travelled per trip means that non-residents account for a large majority of total commute VMT. Figure 2-3 illustrates the breakdown of vehicle trips and daily two-way VMT from each home origin city.

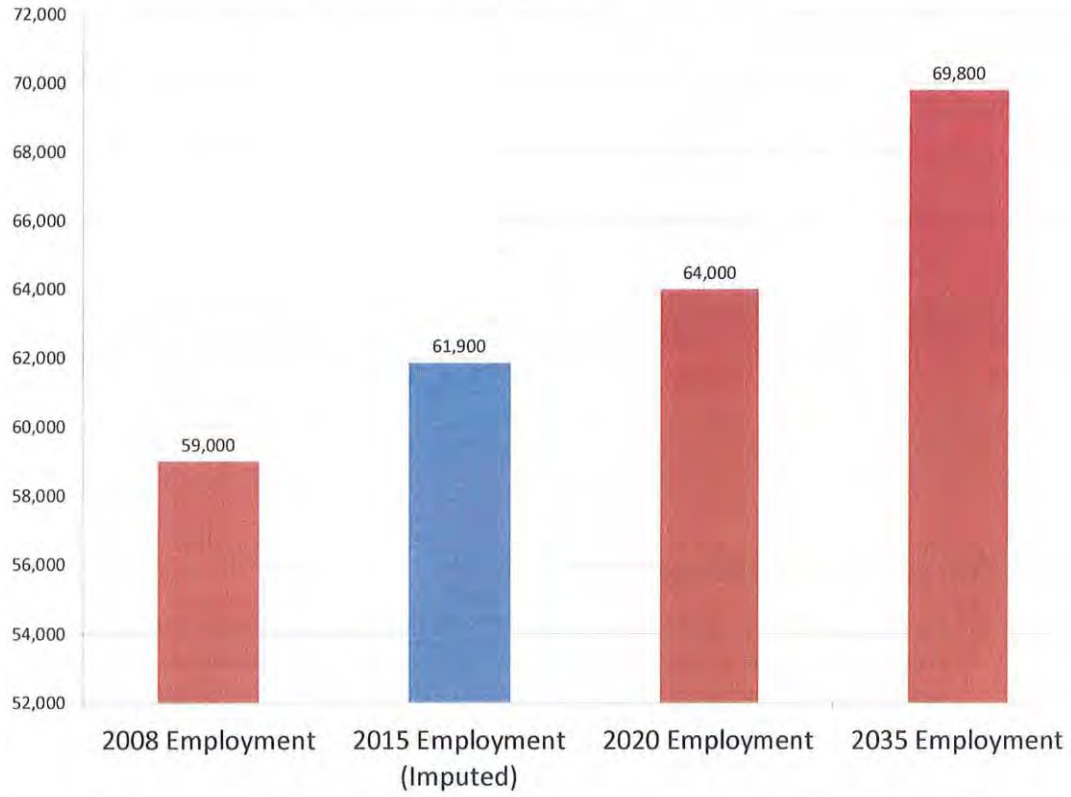
Figure 2-3 Oxnard Worker Vehicle Commute Trips and Vehicle Miles Travel (VMT) by Home Origin



Future Commute Patterns

SCAG forecasts that employment in Oxnard will grow modestly in the coming decades,[2] with total employment growing to approximately 64,000 by 2020 and 69,800 by 2035 (Figure 2-4).

Figure 2-4 SCAG Employment Forecast – City of Oxnard



This analysis assumes a proportionate increase in commute trips and VMT from each home origin. The forecast implies a 3% increase in commute trips (and total VMT) by 2020 and a 13% increase in commute trips and VMT by 2035.

ANALYSIS OF EXISTING AND FUTURE GHG COMMUTE EMISSIONS

This section analyzes GHG emissions generated by commuters traveling to and from jobs in Oxnard, using the Emissions Factor (EMFAC) 2011 model developed by the California Air Resources Board. The model's outputs were used to generate emissions-per-mile estimates for Ventura County drivers.[3] An aggregated vehicle fleet was used for all passenger vehicles.

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[2] http://gisdata.scag.ca.gov/Pages/SocioEconomicLibrary.aspx?keyword=Forecasting

[3] EMFAC 2001. Ventura County, Vehicle categories LDA, LDT1, LDT1, LDT2, LDT2, MCY, aggregated model years, seasons, and speeds. http://www.arb.ca.gov/emfac/

Emissions per Mile

Based on this analysis, the typical vehicle trip in Ventura County generates roughly 0.37 kilograms (0.00037 metric tons) of carbon dioxide (CO_2) emissions per mile.

As a result of continuing improvements in both fuel carbon content and fleet fuel efficiency (spurred in part by California's Low Carbon Fuel Standard and Pavely rule regarding vehicle fuel efficiency), the EMFAC model forecasts that emissions per mile will fall over time for Ventura County drivers. Estimates suggest that CO_2 emissions per mile will fall to 0.31 kilograms (0.00031 metric tons) per mile in 2020 and 0.27 kilograms (0.00027 metric tons) per mile in 2035.

Because of this improving efficiency, the EMFAC model forecasts that total CO_2 emissions generated by passenger vehicles in Ventura County will fall 16% by 2035, though total VMT is forecast to increase by 13%. This relationship is illustrated in Figure 2-5.

Figure 2-5 Emissions Generated by Workers Commuting to Jobs in Oxnard

	2015	2020	2030	2035
Forecast VMT	987,000	1,021,000	1,082,000	1,113,000
CO_2/Day (Metric Tons)	420	358	343	351
CO_2/Mile (Metric Tons)	0.00037	0.00031	0.00028	0.00027

Total Emissions for Oxnard Commuters

In 2015, Oxnard commuters are forecasted to drive roughly 1.1 million miles per day. At today's rate of GHG rate of GHG emissions, that amount of driving generates 420 metric tons of CO_2 emissions per workday. While employment and commute VMT are forecast to grow 13% by 2035, the forecast improvements in fleet efficiency and fuel carbon content would more than offset the forecast increase in travel, resulting in a 16% net decrease in CO_2 by 2035, prior to the implementation any TDM program. Figure 2-6 illustrates the share of emissions generated by internal and external commuters.

Figure 2-7 presents the forecasted change in VMT and CO_2 over time.

Figure 2-6 Emissions Generated by Workers Commuting to Jobs in Oxnard

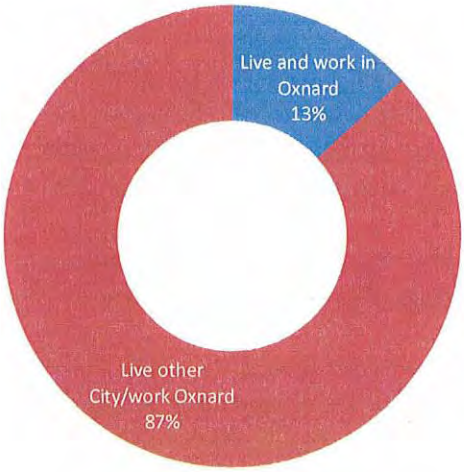
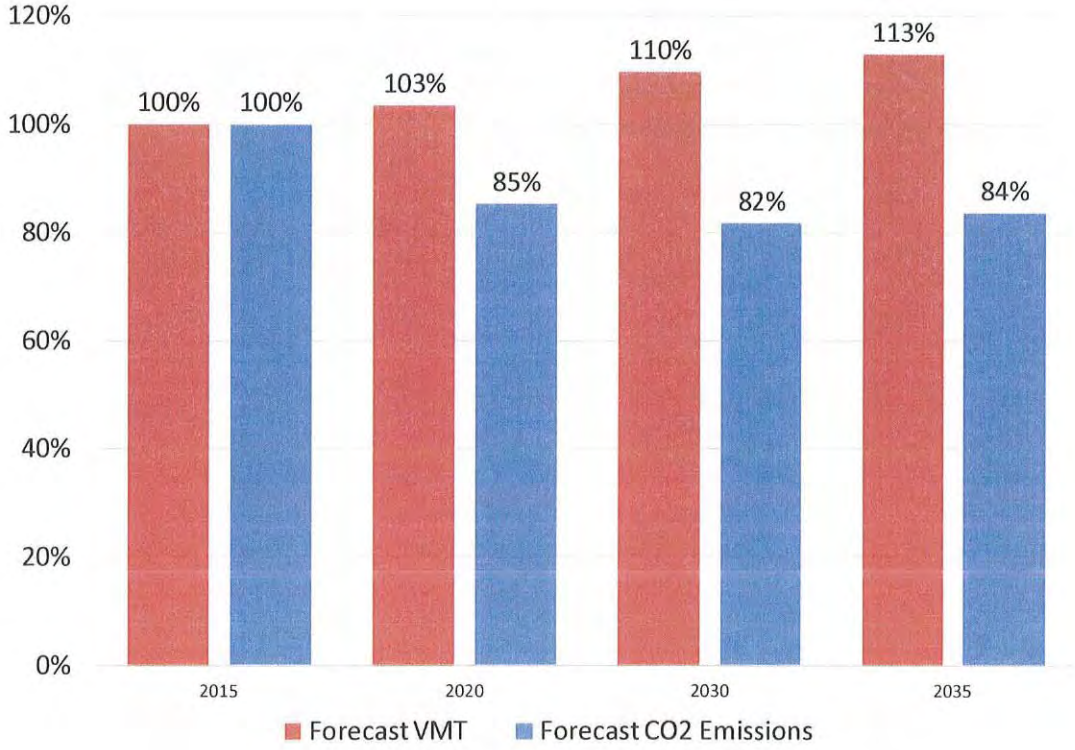


Figure 2-7 Forecast Change in VMT and Emissions for Oxnard Commuters



SUMMARY

The analysis presented in this chapter reveals the following:

- Total current employment is approximately 61,400. SCAG forecasts suggest that employment will grow to 61,900 by 2015, 64,000 by 2020, and 69,800 by 2035.
- Driving alone is the dominant mode of transportation for people who work in Oxnard: 94% of all workers drive or carpool to work. Among Oxnard workers who live outside of the City, 97% drive to work.
- About 60% of the people working in Oxnard reside in the city. While Oxnard residents live only two to three miles from their jobs, on average, they generate 56% of auto commute trips in the city.
- Of workers who live outside Oxnard, about half arrive from Ventura, Camarillo, Port Hueneme, and the unincorporated community of El Rio. The others travel from a wide range of cities and incorporated areas, including places as far away as Los Angeles and Bakersfield. While long-distance commuters represent a minority of Oxnard workers, they travel much longer distances than local residents, and therefore represent the bulk of the VMT and GHG generated by commuting to and from jobs in Oxnard. For example, commuters from Los Angeles County represent 4% of all workers but 24% of Oxnard commuter's VMT and GHG emissions.
- People working in Oxnard are estimated to travel approximately 987,000 vehicle miles per work day, generating 420 metric tons of carbon dioxide (CO_2) emissions.
- While SCAG forecasts that employment in Oxnard will grow modestly in the coming decades, CARB forecasts suggest that improvements in fleet fuel efficiency and fuel carbon content will lead to a falling rate of GHG emissions per mile, and an overall net *decrease* in commute emissions by 2035.

3 TRANSPORTATION DEMAND MANAGEMENT (TDM) PLAN

The Transportation Demand Management (TDM) Plan describes strategies found best-suited for the needs of employers and their employees located in Oxnard. The development of the TDM Plan included an assessment of many strategies based on the travel patterns established through the commute analysis, a review of successful TDM programs in similar communities, and conversations with the advisory group about TDM strategies. Given the characteristics of Oxnard's bicycle and pedestrian infrastructure, the extent of local public transit service, and that many employees travel from outside the City to get to work, initial strategies focused on carpooling, vanpooling, and information and marketing.

The advisory group participated in the refinement of the initial TDM strategies to better address the types of businesses present in Oxnard and the needs of their employees to generate a final set of strategies, presented in this chapter, determined to be the most effective in reducing vehicle trips without unduly burdening the employer. Eight strategies are in the TDM plan of which four are an expansion of existing TDM programs and four are new TDM programs.

EXPANSION OF EXISTING TDM PROGRAMS

The City has several existing transportation policies and programs in place that can be expanded to increase their impact on reducing vehicle trips.

1. Vehicle Trip Reduction (VTR) Ordinance No. 2334

Background: In 1988, Oxnard's City Council passed Resolution 9556, which stated the City's intent to implement transportation control measures identified in the 1987 Ventura County Air Quality Management Plan. Programs identified for implementation, where feasible, included the adoption of a TDM ordinance, ridesharing programs, traffic flow improvements, parking management, land-use strategies, transit services, and non-motorized strategies for bicyclists and pedestrians.

After adopting this resolution, the City Council adopted a vehicle trip reduction (VTR) ordinance (No. 2334) in 1994 that requires companies to provide "adequate transportation demand management and trip reduction measures" if required by the City Traffic and transportation manager. Measures specifically called out in the ordinance include providing bike racks, vanpool and carpool spaces, and transit-stop improvements where "feasible and appropriate." The ordinance also requires companies with 50 or more employees to provide a transportation information kiosk or board with displays and handouts about transit, ridesharing, and other services for non-auto commuters. These provisions were very common throughout Southern California and were often mandated as part of a regional air quality improvement plan.

Strategy: The City should expand VTR Ordinance No. 2334 requirements for employers with 50 or more employees to further encourage the use of alternatives to driving to work alone. Recommended measures include the following:

- Provide all new employees with a packet of information regarding available transportation options.
  - This packet should include information on Ventura County Transportation Commission's (VCTC) free Guaranteed Ride Home (GRH) program and carpool and vanpool matching services, transit schedules and routes, bicycle maps, pre-tax benefits if offered, and other relevant information. In order to ensure that the information provided is consistent across all employers, the City could consider creating a standard information packet that employers can adjust to fit their needs.
- Identify an employer's staff person who would serve as the transportation coordinator.
  - This person would provide the City and VCTC with a direct point of contact to provide employers and employees with information regarding transportation services and programs. Depending on the transportation services and programs offered by an employer, this person may also be responsible for overseeing these programs.
- Conduct an annual employee survey.
  - A simple employee survey, asking employees how they get to work and what transportation programs and services they utilize, would allow the City and employers to track employee mode split over time. This survey could be developed by the City and provided to employers. For ease of use, the survey could be offered both in paper form and online.[4]
- Invite VCTC to conduct at least one on-site information session per year for those employees who are interested in learning more about transportation options and the services they offer.

In addition, the existing VTR ordinance could be revised to include employers with 10 to 49 employees and/or for commercial centers where there are more than 50 total employees in small businesses, such as a shopping center. Requirements for smaller employers and commercial centers would not be as extensive as those for larger employers as some programs would be difficult to implement on a smaller scale. The following measures are recommended for employers with 10 to 49 employees:

- Transportation information kiosk
- New employee information packet
- Preferential and reserved parking for carpools and vanpools

2. Infrastructure and Design Standards

Background: The term "complete streets" is commonly used to describe a walkable, bikeable, and transit-friendly environment that offers people more transportation choices and improves quality of life. Bus stops should be well-lighted, have comfortable seating and trash receptacles, be safe and near businesses such as a coffee shop, and have state-of-the-art transit headway information. A well-designed network of streets with bicycle facilities is a key element to

[4] Per Rule 211, the Air Pollution Control District currently requires annual survey reporting, but only for businesses with 100 or more employees.

improving pedestrian and cyclist accessibility. Interviews with stakeholders found that many people do not feel safe or comfortable walking and biking in Oxnard due to fast moving traffic, wide streets with long (or no) pedestrian crossings, lack of continuous sidewalk and bicycle connections between major destinations. Described below are ways that the City can encourage cycling and walking through zoning code changes and street design.

Strategy 1: Complete Street Design

Complete street design standards can be used to create a friendlier walking and biking environment. A complete street design approach requires streets to be planned, designed, operated, and maintained to enable safe, convenient and comfortable travel and access for users of all ages and abilities regardless of their mode of transportation.

Types of standards or requirements that can help achieve this goal include:

- Requiring all new development projects to provide sidewalks at widths above the federal Americans With Disabilities Act (ADA) minimum width of 3 feet[5],
- Minimizing the number and width of curb cuts to maintain a continuous walking path,
- Minimizing curb radii to enhance pedestrian safety, and
- Requiring quality bicycle facilities, ideally Class I or II (bike path or bike lane, respectively).

There are also opportunities for the City to evaluate the feasibility of implementing road diets on streets that are currently designed with more traffic capacity than necessary, often causing safety, quality of life, and property value impacts. A four lane to three lane conversion is a common road diet that enables bicycle lanes to be added with relatively inexpensive restriping.

It is important to note that providing funding in lieu of constructing improvements is an acceptable, and often preferable, method of creating complete streets, particularly for businesses that do not occupy an entire blockface. Rather than having businesses construct infrastructure in a piecemeal fashion, the City can instead accept funding, collect fees over a period of time, and then improve the streetscape as a single project. This has the benefit of creating a continuous street face and reducing construction costs.

Strategy 2: Bicycle Parking, Showers, and Lockers

Bicycle parking requirements for new development projects could be adjusted to better support cycling. The City could consider linking bicycle parking requirements to building size or number of employees rather than the number of required parking spaces, and creating separate requirements for short-term parking (e.g. for visitors) and long-term parking (e.g. for employees).

In combination with conveniently located bike racks on the street and near building entrances for short-term use, sheltered or indoor bicycle parking for long-term parkers provides a high level of access, security, and convenience. Covered or sheltered bicycle parking should be located in areas suitable for longer-term stays. Secure bicycle parking should be:

- Accessible 24 hours a day;
- Clearly signed;
- Conveniently accessible from surrounding streets and destinations; and

[5] http://www.fhwa.dot.gov/environment/bicycle_pedestrian/publications/sidewalks/chap4a.cfm#wid

- Safe, secure, and monitored.

In addition, the City should consider requiring larger commercial development projects to include shower and locker facilities to provide employees with a place to change and shower after biking to work.

Strategy 3: Bus Transit Stops

High-quality bus stop amenities should be provided by new development projects served by a transit stop in cooperation with Gold Coast Transit. Bus stops should be well-lighted, have comfortable seating and trash receptacles, and have state-of-the-art transit headway information. New development projects should incorporate transit stops into the site design and work with the City and Gold Coast Transit to ensure that adequate space is set aside and the placement of the bus stop meets transit service needs.

All of these requirements could potentially be linked to "credits" for vehicle parking reduction that would enable fewer vehicle trips and a greater level of non-motorized travel (see Zoning and Density Bonuses section below).

3. Ridesharing

Background: Increasing carpooling is a key way to reduce vehicle trips, given that many employees who work in Oxnard do not live within easy walking or biking distance of their work location, transit is not a convenient option, and weather conditions may require use of a vehicle.

The Ventura County Transportation Commission (VCTC) is a participant in the three-county ridematch.info service that allows commuters to enter their information in a database and be matched with commuters who have similar origins and destinations. As of May 2014, the service had roughly 400,000 participants, most of whom were Los Angeles County residents or workers. Building on this existing tool, there are several ways the City, VCTC, and local employers can work together to increase participation in VCTC's existing ridesharing system.

Strategy: First, the interface for establishing potential carpool matches could be updated to provide registrants with real-time access to potential carpool partners. A web-based platform would allow participants to choose their ride matches directly without having to submit a form to VCTC and wait for a list of potential matches to be provided. Closed matching could be set up for larger employers where employees can look for colleagues at their company who are interested in carpooling. Having the option for closed matching can help address concerns over sharing a ride with an unknown person. Depending on the system used, it is possible for participants to share information about themselves, which can also help facilitate matches. For example, http://www.hov.ee/ ridematching services allows participants to create profiles that can be viewed by other participants, helping them to determine if this would be a person with whom they would feel comfortable carpooling. Applications such as https://carmacarpool.com/sfbay/ also allow users to create profiles.

Enhancing the VCTC website and establishing new prize and incentive programs which are promoted on the site could increase the volume of website visitors, which in turn would likely increase program participation. Businesses could donate prizes or incentives to help offset this cost. Lastly, employers can help spread awareness of this program by providing employees with information on VCTC's services and inviting VCTC to come on-site and talk with employees about their transportation options.

NEW TDM PROGRAMS

1. Commercial Zoning and Density Bonuses

Background: Cities and counties can use the development review and entitlement process to entice developers and private companies to implement robust, outcomes-based TDM programs. Some cities have agreed to increasing commercial density and/or lower parking requirements in exchange for commitments from businesses to incorporate TDM strategies.

Strategy: The City should consider adopting zoning code language to formalize density bonuses or lower parking requirements for new commercial developments in exchange for commitments to limit single-occupancy-vehicle trip-making, through the implementation of a TDM program or other measures.

For commercial property owners who wish to expand an existing facility or apply for a change of use permit, resulting in an increase in the amount of required on-site parking, the City could provide a parking reduction or exemption if the property owner implemented TDM measures to reduce parking demand.

These strategies would likely require some changes in the development review process and might only be applicable to large development projects.

Strategy: The City should consider establishing additional mixed-use zoning that would allow eating establishments in employment areas, enabling employees to walk or bike to get lunch, which, in turn, would reduce automobile lunch trips.

2. Safe Routes to School

Background: Safe Routes to School (SR2S) programs integrate health, fitness, traffic relief, environmental awareness, and safety under one program. The goal is typically to increase the number of non-motorized (walk and bike) and higher occupancy (carpool and transit) trips to schools, in order to:

- Reduce traffic congestion around schools;
- Increase physical activity for children and youth;
- Foster a healthier lifestyle for the whole family;
- Create safer, calmer streets and neighborhoods; and
- Improve air quality and a cleaner environment.

A SR2S program typically consists of five key components:

- *Education.* Classroom lessons teach children the skills necessary to navigate through busy streets and show them how to be active participants in the program.
- *Engineering.* A licensed traffic engineer can assist schools in developing a plan to provide a safer environment for children to walk and bike to school.
- *Encouragement.* Events, contests and promotional materials are incentives that encourage children and parents to try walking and biking.
- *Enforcement.* Police officers, crossing guards and other law enforcement officials can participate throughout the Safe Routes process to encourage safe travel through the community.

- *Evaluation*. Program participation should regularly be monitored to determine the growth in student and parent participation. Typically, "before and after" surveys are taken to ascertain any change in travel mode to school over the course of the year.

As part of the City's 2012 Bicycle and Pedestrian Facilities Master Plan (Plan), the expansion of bicycle and pedestrian education programs through the existing Safe Routes to School program was recommended. The Plan identifies the City's role in the Safe Routes to School process as providing resources to support school-based Safe Routes to School stakeholder teams and to provide assistance in funding, construction, and program implementation.

Strategy: The TDM Plan is consistent with the Plan's recommendation that the City develop an educational program for bicyclists and pedestrians and work with the area's five school districts to incorporate this type of safety class into curricula. The City should also actively pursue Safe Routes to School funding as well as other grants for infrastructure improvements.

3. City of Oxnard Employee TDM Program

Background: As a major employer, the City of Oxnard has an opportunity to implement programs that can help reduce vehicle trips and serve as a best practice example to other large employers.

Strategy: Described below are measures that the City should implement as part of the City of Oxnard Employee TDM Program.

- **Telecommuting**: Offer employees the option to work from home one or more days per week.
- **Secure Bicycle Parking, Showers, and Lockers**: Provide secure long-term parking and lockers and showers to support employees who bike to work.
- **On-Site Bike Repair Facilities**: Providing basic tools for keeping bikes in good working order can encourage commuters to try biking to work, and keep them riding.
- **Staff Transportation Liaison**: Identify a staff person to act as liaison to VCTC and the Ventura County Air Pollution Control District for the bi-annual commuter survey and ridesharing information.
- **Transportation Information Website:** Creating a single webpage or website that serves as a comprehensive source of parking, transportation, and TDM information has proven highly effective in raising awareness of alternatives to drive-alone mobility and commute options. Such websites can provide specific information on benefits and options available to employees as well as links to citywide or regional information.
- **Welcome Packet/Handbook for New Employees:** Information on transportation services, benefits, and options could be provided to all new employees. Making employees aware of their transportation options provides an opportunity to encourage employees to try alternative ways of getting to work, before a pattern of driving alone to work is established. The welcome packet/handbook could include information on transit services, schedules and maps, bicycle maps, contact information for program administrators/transportation coordinator, and instructions on how to sign up for pre-tax commuter benefits.
- **Pre-tax Commuter Benefits:** Pre-tax commuter benefits allow employees to use pre-tax income to pay for transit, bicycling, or parking.

- **Preferential Parking for Carpools/Vanpools:** By reserving a certain number of parking spaces for carpool or vanpool vehicles, the City can encourage ridesharing. Preferential parking spaces should be located in highly visible areas, near convenient access points such as the entrances to buildings, and clearly marked.
- **Subsidized Vanpool Program:** By purchasing a City vehicle for vanpooling, the City would effectively be subsidizing vanpooling by providing a vehicle at no cost to employees. In addition the City may wish to consider providing a pre-paid gas card to further cover the cost of vanpooling.

4. Communication & Outreach

Background: Communications and marketing are a major component of VCTC's TDM efforts. According to a recent study, however, approximately one-third of commuters are aware of the organization primarily through the media.[6] In addition to its ridesharing program, the agency provides other benefits to employers within the county, many of which are not well-known.

For example, workers in Ventura County are eligible to sign up for its Guaranteed Ride Home (GRH) program, which gives users access to a free ride home if they do not drive themselves to work and need to leave the office, either in an emergency or before their return trip is available. People who sign up for VCTC's ridesharing program are automatically enrolled in the GRH program. Despite being free, however, a study found that only 13% of Ventura County commuters were aware of the GRH program.[7] This hints that the agency might be able to see increased rates of participation and effectiveness by bolstering its efforts to communicate about both ridesharing and GRH.

In addition, the agency organizes a countywide Rideshare Week every fall and Bike to Work Week every spring, and also creates brochures and other informational materials on non-auto commute options. For example, employees who sign up for the ridematching service receive a brochure with customized information on how to get to work without an automobile. The VCTC website also includes contact information for vanpool organizations and companies. The agency also provides employers with materials they can display on workplace bulletin boards with information on commuting without driving alone to work. VCTC offers assistance with efforts to customize the materials. The Air Pollution Control District supports VCTC's TDM efforts through outreach to employers and other marketing activities. However, despite VCTC's considerable outreach efforts, there is still a lack of awareness around transportation services and programs.

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[6] Strategic Consulting and Research. "2007 Commute Profile for Santa Barbara, San Luis Obispo, and Ventura Counties." Santa Barbara County Association of Governments, June 2007. Retrieved from http://www.sbcag.org/uploads/2/4/5/4/24540302/2007_commuter_profile_report.pdf on 10/10/14.

[7] Ibid.

Strategy: Involving the City of Oxnard and employers in outreach can help build on VCTC's efforts to get the word out to more people. This strategy is comprised of both direct outreach as well as the development of marketing materials.

Marketing Materials

As part of this project, the City has created a TDM website, www.onthego.oxnard.org, which provides a centralized location for TDM and other transportation information. In addition, City staff would help develop basic electronic messaging of TDM programs and services for display at large employers who have TVs throughout their facilities.

In order to reach the large Spanish-speaking population, materials in both English and Spanish should be created as well as paper based materials, such as flyers, for those persons who do not have access to the internet.

Direct Outreach

City staff would work with the Chamber of Commerce, the Downtown Oxnard Management District, Mexican Consulate, Small Business Development Center (SBDC), and the Economic Development Corporation of Oxnard to promote the TDM website and distribute VCTC's and the City's informational materials. Given Oxnard's large Spanish-speaking community, considerable outreach efforts would be targeted towards this group, with outreach made to churches, community centers, schools, and the Mexican Consulate.

The City should also make efforts to reach out to the non-Spanish speaking Mixtec and indigenous immigrant community through organizations like Mixteco/Indígena Community Organizing Project (MICOP) which unites indigenous leaders and allies to strengthen the Mixtec community, which is estimated at 20,000 people. Most are strawberry farm workers, and many speak primarily their indigenous language.

One of the initial outreach steps that should be taken is to generate a list of employers. Using the business contacts and members of these organizations, the City would generate a list of employers. The City would maintain and routinely update the list of employers and share this information with Alan Holmes, the TDM Manager for VCTC. After compiling this list, the City would reach out to these employers with an initial focus on the larger ones, so as to reach the greatest number of employees. At larger employers, the City would reach out to Human Resource personnel, Facilities Management personnel, or the Office Manager. For smaller businesses, the business owner would be contacted.

As part of the initial outreach to businesses, the City would ask for a 30-minute sit down meeting to discuss the purpose of the TDM Plan and available programs and services. The initial outreach would focus on two aspects:

1. Communicate the value that the program brings to employers (e.g. savings through pre-tax benefits, employee retention) and employees (e.g. cost savings from ridesharing, GRH, etc.) This outreach should focus on cost-benefits for the firm as well as success stories.
2. Ensure that the program is easy to use with little effort necessary on the part of the employer.

If the business is amenable, a more detailed presentation to the employer and employees can be made. If possible, the outreach event would be scheduled in conjunction with lunches or events already held by employers (e.g., Haas Automation has monthly lunches for its employees in which presenters can attend). If that is not possible, then the City transportation coordinator would organize employee meetings that include food to attract attendees.

The City should work on an ongoing basis with these organizations to help set up meetings where VCTC can meet with association members to discuss their services. Ideally, VCTC should meet annually with all employers with 50 or more employees to ensure information is distributed as widely as possible. Lastly, as a major employer, the City should continue to participate in promotional events for City employees such as Bike to Work Day and Bike to Work Week.

FUTURE PROGRAMS

Looking to the future, there are several key pieces of State legislation that may result in the need to expand upon the TDM Plan and adjust some of its components.

Senate Bill 743

Senate Bill 743 reforms how project traffic impacts are measured by replacing the Level of Service (LOS) analysis instead with vehicle miles traveled, vehicle miles traveled per capita, automobile trip generation rates, or automobile trips generated. Depending on the final implementation guidelines for Senate Bill 743, there may be an opportunity for the City to develop formal language on what types of measures projects would need to undertake if their SB743 impact exceeds the acceptable thresholds. The implementation of TDM programs and pedestrian, bicycle, and transit infrastructure improvements are directly correlated to reducing vehicle trips and could be required of those projects that must reduce their associated vehicle trips.

Strategic Growth Council

In September 2008, SB 732 was signed into California law, creating the Strategic Growth Council (SGC). The SGC is composed of agency secretaries from Business Transportation and Housing, California Health and Human Services, California Environmental Protection Agency, and the California Natural Resources Agency; the director of the Governor's Office of Planning and Research; and a public member, Robert Fisher, who was appointed by the Governor.

The larger purpose of the council is to:

- Improve air and water quality,

- Improve protection of natural resources and agricultural lands,
- Increase the availability of affordable housing,
- Promote public health,
- Improve transportation,
- Reduce automobile use and fuel consumption,
- Encourage greater infill and compact development,
- Reduce greenhouse gas emissions,
- Revitalize community and urban centers in a sustainable manner, and
- Assist state and local entities in the planning of sustainable communities and meeting the targets set in California Assembly Bill 32, which requires California to reduce its GHG emissions to 1990 levels by 2020.

The SGC oversees a number of grant programs that provide funding for planning efforts and projects that work towards achieving these objectives.

SUMMARY

Figure 3-1 provides a summary of the TDM strategies identified in the TDM Plan. For each strategy, the table provides a ranked priority number (signifying the strategy's relative level of importance), a brief description, the type of development project it applies to, which organization would likely oversee the program, potential funding sources if needed, and the timeframe for implementation after adoption of the TDM Plan.

The timeframe for implementation is broken down in the following phases:

- Near-term – within a year
- Mid-term – 1 to 3 years
- Long-term – 3 or more years

Figure 3-1 Summary of TDM Strategies

Program	Priority Level	Description	Existing/New Development	Management	Timeframe	Potential Funding Source
Communication & Outreach	1	Work with VCTC and employers to increase outreach efforts to boost awareness of transportation services and programs.	Existing & New	City of Oxnard, Employers, VCTC	Near-term	City General Fund, VCTC
Safe Routes to School (SR2S)	2	Continue to work with schools to support the implementation of SR2S programs and seek grant funding for pedestrian and bicycle infrastructure improvements	Not applicable	City of Oxnard	Near-term	Federal Transportation STP and HSIP funds, Center for Disease Control grants, Environmental Protection Agency grants, City Air Pollution Buy-Down Fund
Ridesharing	3	Increase awareness of VCTC's existing ridematching service. Consider updating the matching mechanisms to allow participants to view matches themselves.	Existing & New	City of Oxnard, Employers, VCTC	Near-term	City General Fund, City Air Pollution Buy-Down Fund, VCTC
Commercial Zoning and Density Bonuses	4	Offer new commercial development projects density bonuses or reductions in parking requirements for the reduction of vehicle trips through TDM.	New	City of Oxnard	Mid-term	N/A. Would be revised by City staff.
City Employee TDM Program	5	Implement a range of TDM programs for City employees	Not applicable	City of Oxnard	Mid-term	City General Fund, City Air Pollution Buy-Down Fund
Vehicle Trip Reduction (VTR) Ordinance	6	Expand requirements for employers with 50 or more employees. Establish requirements for employers with 10 – 49 employees.	Existing & New	City of Oxnard, Employers	Mid-term	N/A. Would be revised by City staff.
Infrastructure and Design Standards	7	Implement new design standards that create a more walkable and bikeable environment. Consider street reconfigurations such as road diets to improve safety and room for bicycle, pedestrian, and transit infrastructure.	New	City of Oxnard	Mid-term	Circulation System Improvement Fee, Federal Surface Transportation Program (STP) and Highway Safety Improvement Program (HSIP) funds, Local Transportation Fund monies

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Strategic Growth Council (SGC)	8	The SGC oversees grant programs for planning efforts and projects that improve transportation, increase affordable housing, and promote public health amongst other aims. This could be a potential funding source for TDM programs.	New and existing	City of Oxnard	Long-term	N/A. Would be a source for funding TDM programs
Senate Bill 743	9	Changes to level of service (LOS) metrics may present the City with an opportunity to have developers implement TDM programs if they exceed acceptable standards	New	City of Oxnard	Long-term	N/A. Would be a source for funding TDM programs

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ENVIRONMENTAL IMPACTS

As discussed in Chapter 2, the analysis of existing and future greenhouse gas (GHG) emission forecasts that Oxnard commuters will drive roughly 1.1 million miles per day in 2015. At today's rate of emissions, that amount of driving generates 420 metric tons of CO_2 emissions per workday. While employment and commute VMT are forecast to grow 13% by 2035, the forecasted improvements in fleet efficiency and fuel carbon content would more than offset the forecasted increase in travel, resulting in a 16% net decrease in CO_2 by 2035, prior to the implementation of any TDM program.

To understand how the implementation of the TDM Plan could further reduce commute GHG emissions, a Commute Greenhouse Gas Emissions Calculator for the City of Oxnard was created. This calculator allows the City to calculate the impacts of projected employment growth and the TDM plan on future average daily VMT generated by Oxnard commuters. The calculator is consistent with the *2030 Oxnard General Plan* and the protocols established by the California Air Resources Board (CARB). The analysis is based on average daily vehicle miles travelled generated by Oxnard commuters, with emissions calculated using data from CARB's Emissions Factors (EMFAC) model.

A trip reduction estimate was established for each TDM measure identified in the TDM Plan. Depending on the program, this reduction could apply to all businesses, only new development projects, or select groups such as City of Oxnard employees. The key source for estimating trip reduction impacts is the California Air Pollution Controls Officer's Association (CAPCOA), "Quantifying Greenhouse Gas Mitigation Measures: A Resource for Local Government to Assess Emission Reductions from Greenhouse Gas Mitigation Measures, 2010"[8]

Figure 3-2 and Figure 3-3 show the VMT and GHG emissions generated by Oxnard commuters in each of several scenarios.

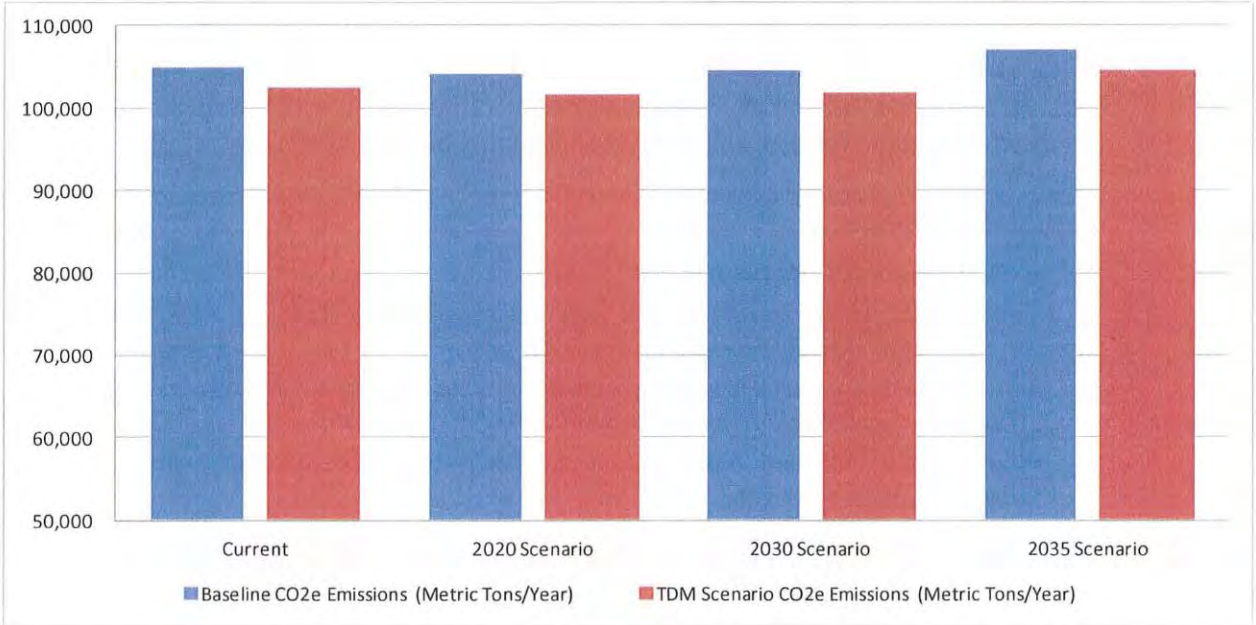
- **Baseline vs. TDM Scenarios**:
  - Baseline: Current and forecast commute trips, daily VMT, annual VMT, and CO_2 emissions in absence of any new TDM
  - TDM Scenario: Current and forecast commute trips, daily VMT, annual VMT, and CO_2 emissions with the implementation of the TDM Plan
- **Forecast year scenarios:** Baseline and TDM scenario forecasts are generated for each of several forecast years:
  - The current year (2015)
  - Three future-year scenarios: 2020, 2030, and 2035

[8] http://www.capcoa.org/wp-content/uploads/2010/11/CAPCOA-Quantification-Report-9-14-Final.pdf

Figure 3-2 Impacts of the TDM Plan on Reducing Commuter GHG Emissions

	# Auto Trips (Average Weekday)	Emissions per Mile (Metric Tons)	Baseline CO_2 Emissions (Metric Tons/Year)	TDM Scenario CO_2 Emissions (Metric Tons/Year)	Impact of TDM Program (Metric Tons/Year)	Impact of TDM Program (Percent Reduction)
Current	1,132,126	0.00037	104,898	102,423	2,475	2.4%
2020 Scenario	1,171,157	0.00036	104,133	101,634	2,498	2.4%
2030 Scenario	1,240,885	0.00034	104,497	101,857	2,640	2.5%
2035 Scenario	1,277,290	0.00033	106,974	104,431	2,542	2.4%

Figure 3-3 Oxnard Commute Emissions: Baseline and Transportation Demand Management (TDM) Scenarios



Given this analysis, a 2.4% GHC reduction (from the current baseline) would be a reasonable target for the City of Oxnard to establish.

Appendix A TDM Best Practices

INTRODUCTION

Municipalities across the country have implemented transportation demand management (TDM) programs that have helped reduce drive-alone rates, even in areas with lower population and employment densities such as Oxnard. This memorandum gives an overview of TDM programs already offered by Ventura County and the City, and profiles potential new TDM efforts that have found success in other jurisdictions. It should be noted that programs listed here are not necessarily recommended for the City now, but could be evaluated at a later date as resources become available.

EXISTING PROGRAMS

Regulations

In 1998, the City Council passed Resolution 9556, which stated the City's intent to implement transportation control measures identified in the 1987 Ventura County Air Quality Management Plan, where feasible, in recognition of the important role transportation plays in reducing greenhouse gas emissions and other air pollutants. Programs identified for implementation, where feasible, included the adoption of a TDM ordinance, ridesharing programs, traffic flow improvements, parking management, land use strategies, transit services, and non-motorized strategies for bicyclists and pedestrians. Since the passing of this resolution, the City has adopted a vehicle trip reduction (VTR) ordinance that is described in more detail below.

In 1994, the City adopted its VTR ordinance (No. 2334), which requires companies to provide "adequate transportation demand management and trip reduction measures" if required by the City traffic and transportation manager. Measures specifically called out in the ordinance include providing bike racks, vanpool and carpool spaces, and transit-stop improvements where "feasible and appropriate." The ordinance also requires companies of 50 or more employees to provide a transportation information kiosk or board with displays and handouts about transit, ridesharing, and other services for non-auto commuters.

The Ventura County Air Pollution Control District's (APCD) Rule 211 requires larger companies to survey employees on their commute habits every other year and report the information to the APCD. The rule applies to employers with 100 or more employees at a given worksite in the County, and it does not include any requirements to actually reduce average vehicle occupancy.

The City charges a Circulation System Improvement Fee on new developments. The fee is calculated based on the projected increase in average vehicle trips generated by a proposed project. In the future, the City could spend some fund money on TDM efforts, which would help mitigate development impacts rather than creating space that induces traffic demand. This may require a revision to the existing ordinance as well as a nexus study to enable funds to be used for TDM programs and services.

The City collects an environmental mitigation fee from some development projects for air quality impacts based on the criteria established in the Ventura County Air Pollution Control District's guidelines for assessing the impacts of development on air quality (http://www.vcapcd.org/pubs/Planning/VCAQGuidelines.pdf). The mitigation fee is deposited to the City's air pollution buy-down fund. The funds are used to reduce emissions from internal combustion engines. Typical projects include pedestrian improvements like new sidewalks and crosswalk safety beacons, bicycle lanes and bicycle paths, bicycle and pedestrian master plan

updates, and improvements at bus stops. These projects support the City's goal of reducing traffic congestion as well as fostering public health and promoting alternative ways for employees to commute to work.

Programs

The Ventura County Transportation Commission (VCTC) manages several TDM-related programs.

The agency is a participant in the three-County ridematch.info service, which allows commuters to enter their information in a database and be matched with commuters who have similar origins and destinations. As of May 2014, the service had roughly 400,000 participants, most of whom were Los Angeles County residents or workers. VCTC was slated to reimburse LA County Metro for 6% of the overall $535,000 program cost.[9]

Workers in the County can also sign up for VCTC's Guaranteed Ride Home (GRH) program, which gives users access to a free ride home if they do not drive themselves to work and need to leave the office either in an emergency or before their return trip is available. People who sign up for VCTC's ridesharing program are automatically enrolled in the GRH program. According to a Federal Transit Administration study, Ventura County's program had the highest cost per claim of any of 47 GRH programs included, at $114.08 (against an average of $36.39 and a median of $30 in 2006 dollars).[10] This may be in part because of Ventura County workers' long average commutes. The program's cost per member was $1.79, and the program was in the middle of the pack in terms of the share of members who used the service, at around 1.5%. Another study found that while only 13% of Ventura County commuters were aware of the program,[11] a third of commuters had heard of VCTC, mostly through the media. This hints that the agency might be able to see increased rates of participation and effectiveness by bolstering its efforts to communicate about both ridesharing and Guaranteed Ride Home.

Communications and marketing are also major components of VCTC's TDM efforts. The agency organizes a County-wide Rideshare Week every fall and Bike to Work Week every spring. VCTC also creates brochures and other informational materials on non-auto commute options. For example, employees who sign up for the ridematching service receive a brochure with customized information on how to get to work by non-auto modes. The VCTC website also includes contact information for vanpool organizations and companies. The agency also provides employers with materials they can display on workplace bulletin boards that share information on non-auto commuting. VCTC offers assistance with efforts to customize the materials. The Ventura County Air Pollution Control District supports VCTC's TDM efforts through outreach to employers and other marketing activities.

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[9] Los Angeles County Metropolitan Transportation Authority. "Regional Rideshare Services." Planning and Programming Committee Briefing Materials, May 14, 2014. Retrieved from http://media.metro.net/board/Items/2014/05_may/20140522rbmitem19.pdf on 10/10/14.

[10] Menczer, William. "Guaranteed Ride Home Programs: A Study of Program Characteristics, Utilization, and Cost." Federal Transit Administration. May 10, 2006. Retrieved from http://www.fta.dot.gov/documents/Guaranteed_Ride_Home_Program_final_study_web.pdf 10/10/14.

[11] Strategic Consulting and Research. "2007 Commute Profile for Santa Barbara, San Luis Obispo, and Ventura Counties." Santa Barbara County Association of Governments, June 2007. Retrieved from http://www.sbcag.org/uploads/2/4/5/4/24540302/2007_commuter_profile_report.pdf on 10/10/14.

TDM PROGRAM EXAMPLES

Places with built environments that are similar to Oxnard's have had success reducing drive-alone rates through a variety of programs. The profiles below include two programs already offered to workers in Ventura County and several others that could be implemented in the area in the future. The profiles of programs already offered in the County are included as a way of exploring whether existing programs might be improved.

National Examples of Programs Currently Offered in Oxnard

Ridesharing

Description: County-administered ridesharing programs tend to operate in a similar fashion as those offered by Ventura, Los Angeles, and Orange counties: commuters enter their names in a database on a transportation-information website and either wait to be matched with others who have similar commute patterns, or they can search the database for people with similar commute profiles. National studies have not found ridesharing or ridematching services to have a major impact on commute mode choice.

The Bay Area's 511 ridematching service is considered a somewhat successful ridematching program. Operated by the Metropolitan Transportation Commission (MTC), which serves as the regional metropolitan planning organization (MPO), the service has a similar registration process to that of VCTC. The website receives approximately 23,000 hits per day and 100 applicants per week,[12] with a total of 51,000 registrants in the regional database. MTC has estimated that without the program, 20,000 carpoolers would drive alone to work, adding 625,000 vehicle miles traveled (VMT) to regional roadways.[13] The program is housed on the region's centralized transportation-information website, 511.org, which offers endpoint-to-endpoint travel directions, among a variety of commuter resources. The ridesharing portion of the site also includes information on regional prize programs for users of alternative modes, and links to apps and the websites of companies that facilitate dynamic ridesharing, in which those requesting and those offering rides match up in real time online or via an app.

Many counties in California also offer cash incentives for participating in registered vanpools. For example, the Orange County Transportation Authority offers $400 per month per van for each seven-person vanpool. A representative for VRide, a vanpool company, says the incentive program is part of why Orange County is one of the company's biggest markets, with more than 700 active vanpools.[14] Commute Connection (a joint effort of San Joaquin, Stanislaus, and Merced counties) administers a similar program to encourage people to form vanpools, offering $150 per month per van for one year.

Casual carpooling is another successful ridesharing program in the Bay Area. MTC has designated more than 20 sites where drivers of single-occupancy vehicles can pick up commuters going to similar central destinations in downtown San Francisco, enabling them to pay reduced tolls on

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[12] Goodwin, John. "511 Regional Ridesharing Program Attracts Record Number of Commuters." Metropolitan Transportation Commission, Press Release, 7/7/05. Retrieved from http://www.mtc.ca.gov/news/press_releases/2005/rel315.htm on 10/10/14.

[13] Metropolitan Transportation Commission. "Evaluation of Regional Ridesharing & Bicycling Program and Funding Agreement (FY 2012-13 to FY 2015-16)." MTC Operations Committee, January 6, 2012. Retrieved from http://apps.mtc.ca.gov/meeting_packet_documents/agenda_1798/Agenda_Item_4.pdf on 10/10/14.

[14] Ortega, Chase. VRide Account Manager, Northern California. Interview, 11/24/14.

the Bay Bridge and travel in the bridge's less congested high-occupancy vehicle lanes. According to a survey of casual carpoolers, 19% drove alone before starting casual carpooling, 47% rode transit, and approximately 15% had carpooled in other ways.[15]

How it could work in Oxnard: At a basic level, the Bay Area's ridematching service is not dramatically different from that already offered to Ventura County commuters, but the way the program is marketed could offer some important lessons for the County and its partners. Enhancing the website and housing information on new prize and incentive programs on the site could increase the volume of website visitors, which in turn would likely increase program participation. Following the example of private companies like Lyft, participation rates might also increase with a web-based platform that allows participants to choose their ride matches directly without having to submit a form. Cash incentives have been shown to help encourage the use of vanpools, and the City or County could initiate a program like those in Orange County and the Central Valley to encourage this form of ridesharing. A program like the Bay Area's Casual Carpool program would potentially be more difficult to implement in a place like Oxnard, where inbound commuters are not traveling to an area with as high a density of office jobs as there is in downtown San Francisco.

How Companies Might Implement Ridesharing: Companies with successful ridesharing programs generally take a few simple steps. First, many offer preferred parking for carpools and vanpools. The VRide representative noted that this is a simple but important way companies with successful carpool and vanpool programs help promote and reward ridesharing.

Vanpool companies generally make marketing vanpool formation quite low-effort for employers. Both VRide and Enterprise RideShare generally send a representative to a participating employer to meet with employees and show them how to sign up. VRide typically tries to start with data on employee home locations (using employer data scrubbed of identifying information) to find clusters of employees who live near each other and might be good candidates for vanpooling. A VRide representative then hosts a lunch session with the candidate employees to walk them through the benefits of vanpooling, how the vanpool program works, and how to sign up. Enterprise RideShare uses a similar approach, working with companies to figure out how much direct marketing would be most helpful, given company size and resources.[16] Both companies then administer the program directly with employees, providing a vehicle, insurance, regular maintenance, and roadside assistance in exchange for a monthly rental fee that is split among vanpool participants.

Companies with the highest vanpool participation tend to offer employees direct subsidies that cover all or part of the cost of renting the vanpool vehicle, and some provide additional subsidies or rewards (to cover tolls or gas). However, many simply facilitate employees' use of pre-tax income. Regardless, ridesharing is generally much cheaper than commuting alone in a single-occupancy vehicle, given the cost to individuals of private insurance, vehicle ownership, maintenance, and gas. County subsidies often help encourage participation.

Cost Estimate (Order of Magnitude): Website enhancements are relatively cheap, though ensuring that the website is of high enough quality to draw return users and increasing the marketing of the service to commuters in the area could significantly add to the expense.

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[15] 511 Rideshare. "Casual Carpool Survey Summary 2010 – Final." July 2010. Retrieved from http://www.mtc.ca.gov/library/CasualCarpool_summary_final.pdf on 10/10/14.

[16] McGee, Connie. Rideshare Manager, Enterprise RideShare. Interview, 11/24/14.

Management Structure: Given that ridematch.info is a program run collaboratively with two other counties, enhancements would likely require cooperation.

Guaranteed Ride Home

Description: Guaranteed ride home programs are quite common across the country and are premised on the idea that psychological barriers play an important role in people's decisions not to commute by non-auto modes. Specifically, GRH programs assure people that even if they must get home to respond to an emergency – a child's sickness, for example – at an off-peak time, they will be able to get there as quickly as they need to, without spending a huge sum or greatly inconveniencing participants in their carpool. It can be difficult to get around outside peak commuting hours in places with limited transit service, and some commuter transit services only run in the high-demand direction during peak hours, making it impossible to make a return trip outside of a limited window of time. Typically, the participant takes a taxi home and is reimbursed for the cost through the program.

Such programs are generally implemented in one of two ways. Some programs are only open to employees of companies that opt into the program and, in some cases, pay a membership fee. Other programs, like VCTC's existing one, are open to anyone in a given geographic area. Employees must sign up on a central website, and they can contact a call center for information and to file a claim. Such services can be outsourced – for example, Nelson\Nygaard answers calls for the Alameda County Transportation Commission GRH program, fielding several calls per week from program participants.

Studies have had difficulty estimating the independent effect of GRH programs on commuter decisions. A study of the Washington, D.C. region's program found that 31% of participants rated the program "very important" in their decision to use a non-auto commute mode, and 20% reported that they would definitely use another mode if GRH were not an option. However, a study of a smaller program in the Baltimore-Washington International Airport Business District found that only 8% of participants would have been unlikely to switch to a non-auto commute mode without GRH.[17]

How it could work in Oxnard: Oxnard employees already have access to VCTC's GRH program, thus a new program would not be needed. Because the program depends on employees to sign up, and given the relatively low awareness of the program county-wide, participation rates might increase with more marketing.

Cost Estimate (Order of Magnitude): Costs vary widely among programs, though most are cheaper on per-claim and per-member bases than the one currently run by Ventura County. In general, GRH is relatively cheap to administer, given generally low rates of claims. Additional funding would be needed for increased marketing to build awareness of the program.

Management Structure: Running a GRH program simply requires a database of participants and a phone line for people seeking to ask a question or file a claim. Given that there are generally only a few calls per week, even in areas with high rates of GRH participation, answering phone claims generally does not require dedicated employees.

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[17] Kuzmyak, J. Richard, Johne E. Evans, IV, and Richard Pratt. "TCRP Report 95: Traveler Response to System Changes, Employer and Institutional TDM Strategies." Transportation Research Board, 2010.

Potential New Strategies

Business Improvement Districts Support Local TDM

Description: Local fees generated through approaches like business-improvement districts (BIDs) or other special assessments on a subset of local businesses can help support transportation programs that encourage people to use non-auto modes. Oxnard already has a downtown BID (the Oxnard Downtown Management District) that primarily funds efforts to keep the area clean and inviting for visitors and to promote the area as a destination. The organization's efforts could be extended to incorporate activities generally executed by a Transportation Management Agency (TMA).

TMAs administer transportation services and/or provide support for those using non-auto modes in a variety of ways. They can directly manage transportation services like shuttles, provide transit subsidies, and facilitate bike and pedestrian education culture-building events and activities, among other efforts. They are typically voluntarily funded by groups of businesses in a given area. Members are most commonly non-retail businesses with employees who mostly commute during typical commute hours, and as a result, cause significant congestion on nearby roads, though the concept could be extended to areas with a mix of business types.

There are a number of examples of places combining the BID and TMA concepts. The King of Prussia BID, in suburban Philadelphia, manages a commuter shuttle service and a website dedicated to helping people find their way to the area by any mode of transportation.[18] The BID for Rosslyn (Virginia) Business Improvement District is another example of a BID that invests significantly in providing transportation services and information.[19]

California's recent reauthorization of tax-increment financing (TIF) may provide another neighborhood-based funding stream for transportation-related improvements that might encourage more people to use non-auto modes. TIF revenues must be used to fund infrastructure or transit-priority projects,[20] but coupled with the efforts of a combined BID/TMA, such improvements could be quite influential in getting people to use non-auto modes.

How it could work in Oxnard: Extend the mission of the Oxnard Downtown Management District to include activities typically executed by a TMA, including transportation services, incentive programs, and transit subsidies. Consider implementing TIF in the area to fund transportation improvements like transit-priority treatments and streetscape projects.

Cost Estimate (Order of Magnitude): Cost-neutral to the City of Oxnard. Business assessment fees would pay for all program costs.

Management Structure: The existing Oxnard Downtown Management District would manage these activities.

Zoning Code Changes and Development Bonuses

Description: Cities and counties can use the development-review process to entice developers and private companies to implement robust, outcomes-based TDM programs. Cities have agreed to higher densities or lower parking requirements in exchange for commitments from businesses

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[18] http://www.visitkop.com/

[19] http://www.rosslynva.org/about/whitepaper

[20] http://www.natlawreview.com/article/california-governor-signs-new-tax-increment-financing-structure

to avoid exceeding limits on automobile commuting. Two examples of such programs show how successful such an approach can be for a larger land user with a strong desire to grow.

Stanford University is one example. In exchange for approving the university's land-use plan in the early 2000s, Stanford agreed to limit the number of peak-period trips at 16 gateway intersections to 2001 levels.[21] In response, the university made its TDM programs much more robust, expanding its campus shuttle network, creating a parking cash-out program, expanding programs for employees participating in carpools and vanpools, building new bike infrastructure, and other programs. The university has met its targets at the monitored intersections by reducing drive-alone rates from approximately 72% in 2002 to 51.9% in 2007, dipping below 50% more recently, despite a significant building program.

In the suburban City of South San Francisco, Genentech, a private biotech company, approached the City with a proposal for expanding its footprint without building significant new parking in the mid-2000s. With an interest in limiting single-occupancy vehicle trips to the site, the City agreed to the proposal.[22] Through a TDM program that includes 41 shuttle buses and participation from 60% of site employees, the company reduced the drive-alone commute rate from 77% in 2005 to 65% in 2011.

How it could work in Oxnard: City policy-makers could signal a willingness to negotiate higher densities or lower parking requirements in exchange for commitments to limit single-occupancy-vehicle trip-making. This would likely require some changes in the development-review process and might only be applicable to large land users.

Cost Estimate (Order of Magnitude): Most program costs would be borne by land developers and private companies, who would agree to finance all monitoring and trip-reduction efforts on their own. Shifts to non-auto modes might require increased transit service. This might actually increase revenues for the City, as it would mean more active uses per square foot of land area on sites that enter an agreement with the City. One drawback of these proposals is a lack of continuity when land changes ownership and commitments are not kept to maintain the trip-reduction efforts.

Management Structure: This would require efforts on the part of the City's development-review and planning apparatuses. Planning staff would likely need to verify monitoring efforts.

Employer Outreach

Description: Building and maintaining relationships with local employers can facilitate communication with them about commute-related issues and, ultimately, program participation. Places that do this in a robust way hire a team of staff members dedicated to meeting with businesses and their employees, running commuter education and culture-building programs, and selling them transportation-related products like transit passes.

Arlington County, Virginia has a robust employer-outreach program. Arlington County Commuter Services is a bureau within the Department of Environmental Services that executes programs like the ones listed in the previous paragraph. The bureau claims that through its

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[21] Hamilton, Brodie. "The Transportation Demand Management Experience at Stanford University." *TDM Review*, Issue 2, 2008.

[22] Girrbach, Claudia. "How Genentech Used a Parking Lot to Fund Its Employee Commuter Shuttle." GreenBiz.com, November 17, 2011. Retrieved from http://www.greenbiz.com/blog/2011/11/17/how-genentech-used-parking-lot-fund-its-employee-commuter-shuttle on 10/10/14.

efforts, it has achieved a 34% reduction in VMT, with 600 area employers participating in one way or another. It helped increase the number of employees in the area taking a transit benefit by 17%.

Employer outreach has been a key strategy for a variety of other agencies and departments charged with managing transportation demand. Through its Mass*Rides* program, the Massachusetts Department of Transportation reaches out to businesses to provide commuter-program implementation assistance to businesses and to organize events and marketing activities, among other efforts.[23] The Riverside County Transportation Commission provides direct assistance to employers to help them create commute-trip reduction programs.[24] A Washington, D.C. region-wide program called Commuter Connections reaches out to employers to support commute-alternatives programs and works with local jurisdictions to create robust local employer-outreach programs.

How it could work in Oxnard: VCTC could expand its employer outreach program and incorporate transit-pass sales and other services in its array of offerings. The City could partner with VCTC to coordinate with existing employers through organizations such as the Chamber of Commerce, the Economic Development Corporation of Oxnard, and the Oxnard Downtown Management District to expand the number of employers VCTC can contact.

Cost Estimate (Order of Magnitude): This would likely require the hiring of several new staff members, with costs in excess of $100,000 per year.

Management Structure: Given VCTC's existing administration of commuter programs and employer-outreach efforts, it may be prudent for the Commission to manage these efforts.

Residential Travel-Choice Marketing

Description: Travel-choice marketing is a concentrated effort to get residents in a given area to change to non-auto commute modes using a variety of outreach strategies, including one-on-one conversations, advertising, and events, among others. Conversations might include a discussion of current commute habits, exploration of potential alternatives, and efforts to help the commuter take additional steps to actually switch modes several days per week.

Portland, Oregon provides the most robust data on this approach, with over 14 years of data as they implemented their travel-choice marketing program in several neighborhoods in the late 2000s. In southwestern Portland, before-and-after surveys indicated a modest drop in drive-alone mode share, from 52% to 47%. Programs in the slightly denser southeastern and northeastern parts of the city were more successful, seeing drops in drive-alone mode share on the order of 15 to 20%.[25]

A few other areas have used this approach. A 2004 program in the suburban Seattle community of Bellingham, Washington led to an 8% reduction in drive-alone commuting. Programs implemented in Cleveland and Durham, North Carolina in 2005 led to 7% reductions, while another 2005 program in Sacramento led to a 2% reduction.

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[23] http://www.commute.com/about-massrides

[24] http://www.dot.ga.gov/Projects/programs/Documents/AirQuality/pdfs/program_comparison_research_for_nine_tdm_programs_across_the_nation.pdf

[25] Dill, Jennifer and Cynthia Mohr. "Long-Term Evaluation of Individualized Marketing Programs for Travel Demand Management." Oregon Transportation and Education Consortium. July 2010.

How it could work in Oxnard: The approach would likely reduce Oxnard's residential commute VMT and emissions somewhat, affecting those traveling to jobs all over the region.

Cost Estimate (Order of Magnitude): In Portland, programs covering several neighborhoods at a time required approximately $200,000 (in 2008 dollars) in materials and the efforts of four full-time employees for 9 to 12 months.

Management Structure: This would require a dedicated team of City or County employees.

Appendix B Sample TDM Ordinance

SANTA MONICA, CA

Chapter 9.16 TRANSPORTATION MANAGEMENT

Note

* Prior history: Prior code Sections 9220 through 9234; Ord. No. 1604CCS, adopted 11/12/91; Ord. No. 1679CCS, adopted 3/30/93; Ord. No. 1698CCS, adopted 8/10/93; Ord. No. 1708CCS, adopted 10/26/93; Ord. No. 1787CCS, adopted 2/14/95.

9.16.010 Findings.

The City Council finds and declares:

(a) Expected growth in population and employment opportunities in the City will be accompanied by concomitant increases in traffic congestion.

(b) Transportation and traffic studies project that future traffic levels on surface streets will be severe unless measures are taken to reduce commute hour traffic levels.

(c) Air quality studies indicate that ozone and carbon monoxide concentrations exceed State and Federal standards some days in the City.

(d) Traffic along some major routes in the City has or is expected to reach level of service "F" during peak hours, indicating conditions where excessive delays develop repeatedly due to vehicles arriving at rates greater than capacity and where emergency vehicle travel is impeded.

(e) New development and major additions to existing development by the year 2010 will have an adverse impact on the existing transportation systems by adding approximately seventeen thousand trips to the existing demand of over twenty thousand p.m. peak-hour trips from nonresidential land uses.

(f) The City's General Plan calls for formation of a plan to implement the transportation management policies of the Circulation Element, an uncongested traffic circulation system, energy conservation, and maintenance of noise and air quality levels within established standards.

(g) The transportation system is impacted citywide by the traffic and parking requirements of development.

(h) Transportation systems management, transportation demand management and transportation facility development strategies can improve service and operations to increase mobility and the general efficiency of the system. These strategies encompass traffic operations, ridesharing and bicycle improvements as well as transit planning and management of the system. These strategies enhance vehicle flow or shift demand on an

existing transportation facility and can be effective to mitigate negative effects of transportation, such as air quality, energy use and noise levels.

(i) Reduction of congestion and the time of commute trips will improve the quality of life in the City and improve quality and level of access for residents and employees and patrons of local businesses.

(j) Coordination of transportation systems management, transportation demand management and transportation facility development strategies with other cities and counties in the region and through regional agencies will assist in meeting the goals of this Chapter. (Added by Ord. No. 1847CCS § 1 (part), adopted 4/23/96)

9.16.020 Purpose and objectives.

The purpose and objectives of this Chapter are to establish an emission reduction plan that will:

(a) Allow for any growth permitted by the land use plans of the City while minimizing peak-hour automobile commute trips from new and existing places of employment.

(b) Reduce traffic impacts within the community and region through a reduction in the number of vehicular trips and total vehicle miles traveled.

(c) Reduce the vehicular air pollutant emissions, energy usage and ambient noise levels through a reduction in the number of vehicular trips, total vehicle miles traveled and traffic congestion.

(d) Ensure City compliance with South Coast Air Quality Management District Rule 2202, and require employers both to meet Rule 2202 emission reduction targets and to achieve City traffic objectives.

(e) Achieve a commuter average vehicle ridership of 1.50 or the equivalent in emission reductions within one year for employers of one hundred employees or more.

(f) Achieve citywide commuter average vehicle ridership of 1.50 or the equivalent in emission reductions within three years.

(g) Maintain levels of service on streets and intersections during peak hours at or below capacity for as long a period of time as feasible.

(h) Prevent levels of service on streets and intersections that have not reached level of service "E" during peak hours from reaching that level.

(i) Improve levels of service on streets and intersections that have already reached level of service "E" during peak hours.

(j) Minimize the percentage of employees traveling to and from work at the same time and during peak-hour periods in single-occupant vehicles.

(k) Assist in attainment of the requirements of the Federal Clean Air Act.

(l) Implement several air quality control measures required of local governments by the 1991 Air Quality Management Plan adopted by the South Coast Air Quality Management District and subsequent updates.

(m) Promote and increase work-related transit use, ridesharing, walking and bicycling to minimize parking needs and to protect critical intersections from severe overload.

(n) Decrease the government cost of transportation and parking facility construction and improvements.

(o) Maximize the use of commute modes other than the single-occupancy vehicle through transportation systems management, transportation demand management and transportation facilities development. (Added by Ord. No. 1847CCS § 1 (part), adopted 4/23/96)

9.16.030 Definitions.

The following words and phrases shall have the following meanings when used in this Chapter:

Audit. A selective inspection by the City of an employer's activities related to the fulfillment of ongoing implementation and monitoring of an approved emission reduction plan.

Average Vehicle Ridership (AVR). The total number of employees who report to or leave the worksite or another job-related activity during the peak periods divided by the number of vehicles driven by these employees over that five-day period. The AVR calculation requires that the five-day period must represent the five days during which the majority of employees are scheduled to arrive at the worksite. The hours and days chosen must be consecutive. The averaging period cannot contain a holiday and shall represent a normal situation so that a projection of the average vehicle ridership during the year is obtained.

An example of morning AVR using a weekly averaging period for an employer with three hundred employees all reporting to work weekdays between six a.m. and ten a.m. is:

Employees reporting to work:

Monday	300
Tuesday	300
Wednesday	300
Thursday	300
Friday	300
Total	1,500

Number of vehicles driven to the worksite by these employees:

Monday	270
Tuesday	250
Wednesday	280
Thursday	265
Friday	262
Total	1,327

In this example, AVR is arrived at by dividing the number of employees reporting to work between six a.m. and ten a.m. during the week (one thousand five hundred) by the number of vehicles driven to the worksite between the same hours during the week (one thousand three hundred twenty-seven):

1500	=	1.13 AVR
1327		

A similar calculation is required for obtaining the afternoon peak period AVR for commute trips to and from the worksite between three p.m. and seven p.m.

AVR Target. The AVR that an emission reduction plan is designed to achieve for a particular worksite. The AVR target for worksites in Santa Monica is 1.5 AVR.

AVR Verification Method. A method approved by the City's Transportation Management Coordinator for determining an employer's current AVR.

AVR Window. The period of time comprised of both hours and days used to calculate AVR (i.e., six a.m. to ten a.m. and three p.m. to seven p.m.).

Carpool. A motor vehicle occupied by two or more persons traveling together to and from the worksite for the majority (at least fifty-one percent) of the total commute.

Commute Trip. A home-to-work or work-to-home trip.

Compliance Inspection. An unannounced inspection by the City of an employer's activities related to the fulfillment of ongoing implementation and monitoring of an approved emission reduction plan.

Compressed Work Week. This applies to employee(s) who, as an alternative to completing the basic work requirement in five eight-hour workdays in one week are scheduled in a manner which reduces vehicle trips to the worksite. The recognized compressed work week schedules for purposes of Chapter 9.16 of the Municipal Code are thirty-six hours in three days (3/36), forty hours in four days (4/40), or eighty hours in nine days (9/80).

Consultant ETC. A person that meets the requirements of and that serves as an ETC at a single worksite for an employer other than the consultant ETC's employer.

Developer. Any person responsible for development of a non-residential development project that will result in ten or more peak period trips.

Disabled Employee. An individual with a physical or mental impairment which prevents the individual from complying with the employer's emission reduction plan.

Emission Reduction Plan (ERP). A plan intended to reduce emissions related to employee commutes and to meet a worksite specific emission reduction target for the subsequent year.

Emission Reduction Plan Appeals Board (ERP Appeals Board). The administrative review body for decisions of the City's Transportation Management Coordinator. The ERP Appeals Board shall consist of the Transportation Planning Manager, the Director of Planning and Community Development, and an at-large

member appointed by the City Council. The Transportation Planning Manager and the Director of Planning and Community Development may designate an employee from his or her division or department as his or her representative.

Emission Reduction Target (ERT). The annual VOC, NOx and CO emissions required to be reduced based on the number of employees per worksite and the employee emission reduction factor.

Employee. Any person employed by a person(s), firm, business, educational institution, nonprofit agency or corporation, government agency or other entity who reports to work at a single worksite for six months or more, excluding paid resident students working on a school campus. Temporary employees, part-time employees, field construction workers and independent contractors shall be treated as defined.

Employee Transportation Coordinator (ETC). The designated person, with appropriate training as approved by the City who is responsible for the development, implementation and monitoring of the employee trip reduction plan. The ETC must be at the worksite a minimum of fifteen hours per week or have a certified on-site coordinator at the worksite a minimum of fifteen hours per week. All worksite-related information must be kept at the worksite. Employee transportation coordinators shall participate in City-sponsored workshops and information roundtables.

Employee Trip Reduction Plan (ETRP). A plan for implementation of strategies that are designed to reduce employee commute trips during the AVR windows.

Employer. Any public or private employer, including the City of Santa Monica, having a permanent place of business in the City and employing ten or more employees.

Field Construction Worker. An employee who reports directly to work at a construction site outside the City of Santa Monica for the entire day, an average of at least six months out of the year. These employees will not be calculated in the AVR, but shall count as part of employee population when figuring the employer annual impact fee.

Holiday. Those days designated as national or State holidays, or religious or other holidays in which more than ten percent of the employee population observes by not reporting to work. These days shall not be included in the AVR survey week.

Independent Contractor. An employee who enters into a direct written contract or agreement with an employer to perform certain services and is not on the employer's payroll. These employees shall be treated as temporary employees.

Level of Service (LOS). A term to describe prevailing and projected traffic conditions on a roadway and is expressed by delay and the ratio of volume/capacity (V/C). Six levels of service are designated "A" through "F." "A" describes a free flowing condition and "F" describes forced traffic flow conditions with severe capacity

deficiencies and delays. This definition is based on the Highway Capacity Manual Transportation Research Board SR 209 (1985).

Low Income Employee. An individual whose salary is equal to or less than the current individual income level set in California Code of Regulations, Title 25, Section 6932, as lower income for the county in which the employer is based. Higher income employees may be considered to be "low-income" if the employee demonstrates that the plan disincentive would create a substantial economic burden.

Monitoring. The techniques used to assess progress towards complying with the transportation management plan.

Multi-Site Employer. Any employer which has more than one worksite within the City of Santa Monica, or more than one worksite in the South Coast Air Basin with one or more of those sites located in the City of Santa Monica.

Multi-Tenant Worksite. A structure, or group of structures, on one worksite where more than one employer conducts a business.

On-Site Coordinator. An employee who serves as on-site contact for employees at a worksite served by a consultant ETC, or for an employer with more than one worksite located in the City of Santa Monica.

Parking Cash-Out. Assembly Bill 2109 that requires employers with fifty or more employees who lease their parking and subsidize all or part of that parking to implement a parking cash-out program. Employers who fall under the purview of parking cash-out must offer their employees the option to give up their parking spaces and receive a cash subsidy in an amount equal to the cost of the parking space. Employers who are subject to parking cash-out requirements must implement a parking cash-out plan. Employers who do not implement a parking cash-out plan will have their emission reduction plans disapproved.

Part-Time Employee. Any employee who reports to a worksite on a part-time basis fewer than thirty-two hours per week, but more than four hours per week. These employees shall be included in the AVR calculations of the employer provided the employees report to or leave the worksite during the AVR window.

Peak Period. In the morning, the peak period includes the hours from six a.m. to ten a.m. In the evening, the peak period includes the hours from three p.m. to seven p.m..

Peak Period Trip. An employee's commute trip that begins or ends at the worksite or a work related trip within the peak period.

Pedestrian Oriented Use. A use which is intended to encourage walk-in customers and which generally does not limit the number of customers by requiring

appointments or otherwise excluding the general public. Such uses may include, but not be limited to, neighborhood commercial uses, retail uses, cultural uses, restaurants, cafes and banks.

Performance Target Zone. A geographic area that determines the employee emission reduction factor for a particular worksite. Santa Monica is located in Zone 2.

Preferential Parking. Parking spaces designated or assigned for carpool and vanpool vehicles carrying commute passengers on a regular basis and are provided at a reduced cost and/or in a location more convenient to a place of employment than parking spaces provided for single occupant vehicles.

Remote Sensing. An emissions reduction strategy in which gross-polluting vehicles are identified by exhaust gas analyzers. Remote sensors measure absorption changes in the infrared or ultraviolet light spectrum and correlates that change to exhaust emission levels. Emission reductions resulting from the subsequent repair of the identified vehicles can be used to meet commute emission reduction targets.

Ridesharing. Any mode of transportation other than a single occupancy vehicle that transports one or more persons to a worksite.

South Coast Air Quality Management District (SCAQMD). The air quality control agency that monitors and enforces air quality regulations in Los Angeles, Orange, Riverside and San Bernardino Counties.

Telecommuting. Any employee(s) working at home, off-site, or at a telecommuting center for a full work day, eliminating the trip to work or reducing travel distance by more than fifty percent.

Temporary Employee. Any person employed by an employment service or a "leased" employee, that reports to a worksite other than the employment service's worksite, under a contractual arrangement with a temporary employer. Temporary employees are counted as employees of the employment service for purposes of calculating AVR. Temporary employees reporting to the worksite of a temporary employer for a consecutive period of more than six months shall count as an employee of the temporary employer and shall be calculated in the AVR. The temporary employee shall also be considered an employee when figuring the employer annual impact fee.

Temporary Employer. Any employer who "leases" an employee from an employment service, or who hires an independent contractor as defined.

Training Provider. A person, firm, business, educational institution, nonprofit agency or corporation or other entity which meets requirements and is certified by the Executive Officer of the South Coast Air Quality Management District and the City of

Santa Monica's Transportation Management Coordinator to provide training, as required by Chapter 9.16 of the Municipal Code, to employee transportation coordinators (ETCs).

Transportation Demand Management ("TDM"). The implementation of strategies that will encourage individuals to either change their mode of travel to other than a single occupancy vehicle, reduce trip length, eliminate the trip altogether, or commute at other than peak periods.

Transportation Facility Development ("TFD"). Construction of major capital improvements to a highway or transit system or installation of operating equipment that includes new construction of the existing system or construction of a new system.

Transportation Management Association ("TMA"). A group formed so that employers, employees and developers can collectively address community transportation related problems. Transportation management associations may be formed to implement TDM, TSM, and/or TFD strategies in employment clusters or at multi-tenant worksites. The primary function of a TMA is to pool resources to implement solutions to commuter-related congestion problems in conjunction with the City transportation coordinators. The City may identify employment clusters or multi-tenant worksites where an employer organization such as a TMA should be formed.

Transportation System Management ("TSM"). Strategies designed to improve traffic flow through modifications in, or coordination of, the operation of existing facilities.

Trip Reduction. The reduction in single occupant vehicle trips by private or public sector programs used during peak periods of commuting.

Vanpool. A van or similar motor vehicle in which seven or more persons commute to and from the worksite.

Vehicle. A passenger car or truck used for commute purposes including any motorized two wheeled vehicle. Vehicles shall not include bicycles, transit vehicles, buses serving multiple worksites, or vehicles that stop only to load or unload passengers or materials at a worksite while on route to other worksites.

Work Place or Worksite. A building, part of a building, or grouping of buildings located within the City which are in actual physical contact or separated solely by a private or public roadway, and are owned or operated by the same employer. Employers may opt to treat more than one structure, building, or grouping of buildings as a single worksite even if they do not have the above characteristics if they are owned or leased by the same employer, and are wholly located within the City of Santa Monica. Structures that are located more than one-half mile away from each other must have a certified ETC or on-site coordinator at each site.

Worksite Transportation Plan ("WTP"). A plan for implementation of marketing strategies designed to provide employees with information about alternative commute options required by employers of ten to forty-nine employees.

Zero Emission Vehicle (ZEV). A motor vehicle, as certified by the California Air Resources Board (CARB), which emits no tail pipe pollutants. Currently, the only vehicle that meets the ZEV standard is the electric vehicle. (Added by Ord. No. 1847CCS § 1 (part), adopted 4/23/96; amended by Ord. No. 1938CCS § 1, adopted 3/23/99; amended by Ord. No. 1983CCS § 1, adopted 8/8/2000)

9.16.040 Applicability.

This Chapter shall apply to employers and developers as defined above. The City shall not be exempt from the requirements of this Chapter. (Added by Ord. No. 1847CCS § 1 (part), adopted 4/23/96)

9.16.050 Transportation fee.

(a) **Employer Annual Transportation Fee.** There shall be an employer annual transportation fee. The purpose of the employer annual transportation fee is to pay for the costs of administration and enforcement of this Chapter.

(1) Employers of fifty or more employees filing employee trip reduction plans (ETRPs) and employers of ten to forty-nine employees filing worksite transportation plans (WTPs) shall pay an annual transportation fee calculated using the following formula: Fee = (number of employees) x (employee cost factor). The employee cost factor equals:

(A) Seven dollars per employee for employers with fifty or more employees.

(B) Nine dollars per employee for employers with ten to forty-nine employees. The employee cost factor shall from time to time be amended by resolution of the City Council.

(2) The annual transportation fee for employers of fifty or more employees who choose to implement the emission reductions options described in Section 9.16.070 (a) through (c) shall be established and from time to time amended by resolution of the City Council.

(3) For purposes of calculating an employer's annual transportation fee, the definition of employee shall include full-time, part-time, temporary, seasonal, at-home or

in-field contractors of consultants working at a worksite for an average of six months or more.

(4) Employers shall be notified of the employer annual transportation fee when they receive notice to submit an ERP or WTP in accordance with Section 9.16.090. Employer impact transportation fees shall be due and paid in full with the submittal of the ERP or WTP. The City shall mail notice of payment required by this subsection at least ninety calendar days prior to the due date.

(5) Once the employer annual transportation fee required pursuant to this Section has been paid, there shall be no refunds.

(6) Employers of fifty employees or more who implement an employee trip reduction plan and demonstrate attainment of a 1.5 a.m. and p.m. AVR shall receive the following reductions in their employer annual transportation fees:

(A) Attainment of a 1.5 am. and p.m. AVR for one year shall result in a forty percent reduction of employer annual transportation fees;

(B) Attainment of a 1.5 a.m. and p.m. AVR for two consecutive years shall result in a fifty percent reduction of employer annual transportation fees;

(C) Attainment of a 1.5 a.m. and p.m. AVR for a period of three or more consecutive years shall result in a sixty percent reduction of employer annual transportation fees;

(7) Employers of fifty or more employees who join a TMA certified by the City shall receive a twenty-five percent reduction in the annual employer transportation fee. This reduction shall be in addition to any fee reduction the employer is awarded for attainment of a 1.5 a.m. and p.m. AVR. Fees charged by the TMA to employers for its operation and administrative costs shall be separate from the City's employer transportation fee.

(b) **Developer Impact Fee.** The purpose of the developer impact fee is to defray the costs of providing transportation facilities and services associated with new commercial development.

(1) Developers who apply for building permits for new or expanded development projects in the City shall mitigate their resultant transportation by paying a one-time transportation impact fee. The amount of the fee and manner of payment shall be established and from time to time amended by resolution of the City Council.

(2) Fees shall apply to developers who have not received certificates of occupancy as of the effective date of the resolution establishing the fees.

(3) Developers shall pay the required fee prior to issuance of a building permit. Developers who have already obtained building permits must pay the required fee prior to issuance of a certificate of occupancy.

(4) The following land uses are encouraged by the City because of their beneficial impacts and shall receive reductions from the developer impact fee: supermarkets and pedestrian oriented uses on the ground floor of a multi-story building. Both the impact fee and the reduction shall be established by resolution.

(5) Refunds of the developer impact fee shall be made upon filing of a request for refund within six months of expiration of a building permit upon verification that construction of the improvements for which the permit was issued have not commenced and no extensions of the building have been granted. No interest shall be paid on any refunded fee. (Added by Ord. No. 1847CCS § 1 (part), adopted 4/23/96; amended by Ord. No. 1942CCS § 2, adopted 3/23/99; amended by Ord. No. 1983CCS § 2, adopted 8/8/2000)

9.16.060 Deposit and use of fees.

(a) Employer transportation fees collected pursuant to Section 9.16.050(a) shall be deposited in an account separate from the General Fund and shall be allocated to TMP office administration and the development and operation of TMAs.

(b) Developer impact fees collected pursuant to Section 9.16.050(b) shall be deposited into an account separate from the General Fund and shall be allocated to the following uses:

(1) Transportation demand management (TDM) improvements.

(2) Transportation system management (TSM) improvements.

(3) Transportation facility development (TFD).

(4) Public transit improvements. (Added by Ord. No. 1847CCS § 1 (part), adopted 4/23/96)

9.16.070 Contents of emission reduction plans.

Employers of fifty or more employees are required to submit to the City, within ninety days of notification, an emission reduction plan designed to reduce emissions related to employee commute trips and to meet specific emissions reduction targets specified for

the subsequent year. The annual emission reduction target (ERT) shall be determined according to the following equation for VOC, NOx and CO, based on employee emission reduction factors specified in subsection (i) of this Section. Any employer who falls under the purview of Assembly Bill 2109 shall implement a parking cash-out program. Failure to do so will result in the disapproval of an employer's ERP.

[ERT (in lbs. per year)] =

[{employees} x {employee emission reduction factor}] - {vehicle trip emission credit}

Where:

Employee = Average daily number of employees reporting to work in the window

Employee emission

reduction factor = Determined by the year of the plan submittal as defined in subsection (i) of this Section.

Vehicle trip

emission credits = Determined according to subsection (i) of this Section

Each employer shall choose one or more of the following options in implementing their emissions reduction plan:

Old vehicle scrapping;

Remote sensing;

Other work-related trip reductions;

Employee trip reduction plan.

(a) **Old Vehicle Scrapping.** In order to meet their emission reduction target, any employer of fifty or more employees may scrap old vehicles by purchasing mobil source emission reduction credits (MSERCs) from an SCAQMD licensed vehicle scrapper/broker, in accordance with SCAQMD Rule 1610.

(1) All scrappers/brokers must be licensed by the SCAQMD and adhere to SCAQMD Rule 1610 requirements.

(2) An annual plan indicating the amount of credits purchased and the amount of emissions reduced must be submitted to the City's Transportation Management Coordinator each year.

(3) MSERCs must be transferred to the City MSERC account no later than one hundred eighty days after the approval of the ERP by the City's Transportation Management Coordinator.

(4) Employers choosing this option must do so for a minimum period of three years.

(b) **Remote Sensing.** Any employer of fifty or more employees may implement a remote sensing program to earn credit towards their emission reduction target. Emission reductions obtained from the implementation of remote sensing shall be determined according to the following equation:

[emission reductions in lbs per year] =

[{pre-repair emission rate in lbs per mile} -

{post-repair emission rate in lbs per mile}] x

[miles traveled]

When:

Pre-repair = Measured emission rate prior to work.

Post-repair = Measured emission rate immediately following repair work.

Miles traveled = Number of miles traveled following repair work until the next regularly scheduled California Inspection and Maintenance Smog Check.

(1) Vehicles used in the remote sensing program may come from any source (i.e., employee vehicles, fleet vehicles, non-employee vehicles). Employers shall not require employees to repair their vehicles.

(2) An annual plan must be submitted to the City's Transportation Management Coordinator indicating:

(A) The number of vehicles repaired.

(B) The measured emission rates of each vehicle before repair.

(C) The measured emission rates after repair.

(D) The number of miles traveled for each vehicle following repair work until the next regularly scheduled California Inspection Maintenance Smog Check.

(E) Calculations indicating the emission reduction target has been met.

(c) **Other Work-Related Trip Reductions.** Employers of fifty or more employees may receive vehicle trip reduction credits (VTEC) towards meeting their emission reduction targets from employee commute reductions that occur outside of the morning and evening peak windows. VTEC obtained from work-related trip reductions shall be determined according to the following equation:

$$\text{VTEC} = \frac{[\text{CTR}] \times [\text{EF}]}{[\text{CF}]}$$

Where:

CTR (Creditable trip reductions) = The daily average of one-way trip reductions that are real, surplus, and quantifiable. A round trip is considered to be two one-way trips.

CF (Conversion factor) = 2.3 for non-peak trips

EF (Emission factor) = Emission factor in subsection (i) of this Section.

Employers must submit an annual report to the City' s Transportation Management Coordinator indicating the number of commute-related non-peak trips reduced and the amount of emissions reduced.

(d) **Employee Trip Reduction Plan.** Employers of fifty or more employees who choose this option shall prepare, implement and monitor employee trip reduction plans (ETRP) for transportation demand management, transportation system management and transportation facility development which will be reasonably likely to result in the attainment of a 1.5 a.m. and p.m. AVR within three years and continued achievement and maintenance of the AVR targets thereafter. The ETRP shall be in a form approved by the Transportation Management Coordinator. The ETRP shall undergo an intensive plan review by the City's Transportation Management Coordinator and Transportation Management Specialists.

(1) The ETRP shall include strategies designed to encourage employees to rideshare during the morning and evening AVR windows.

(2) The ETRP shall consist of a report that:

(A) Calculates and documents AVR levels for morning and evening peak periods;

(B) Lists plan incentives and a schedule for their implementation;

(C) Determines a marketing strategy for the plan year;

(D) Determines the use of worksite parking facilities to achieve rideshare and transit objectives (i.e., number of received spaces for carpools, vanpools, etc.);

(E) Lists the bicycle paths and routes within one-half mile of the worksite;

(F) Lists the public transit services within one-quarter mile of the worksite;

(G) Provides a general description of the type of business;

(H) Includes an emergency episode plan and a daily air quality log;

(I) Includes a sample of the employee AVR survey, or other mechanism approved by the Transportation Management Coordinator. This survey must not be more than six months old. For employers with two hundred fifty or more employees, the survey must conform with SCAQMD requirements. The survey must be taken over five consecutive days during which the majority of employees are scheduled to arrive at or leave the worksite. The days chosen cannot contain a holiday and cannot occur during

"Rideshare Week" or other "event" weeks (i.e., Bicycle Week, Walk to Work Week, Transit Week, etc.). This survey must have a minimum response rate of seventy-five percent of employees who report to or leave work between six a.m. and ten a.m., inclusive, and seventy-five percent of employees who report to or leave work between three p.m. and seven p.m., inclusive. Employers that achieve a ninety percent or better survey response rate for the a.m. or p.m. window may count the "no-survey responses" as "other" when calculating their AVR;

(J) Provides the name and proof of certification of the employee transportation coordinator who is responsible for implementation and monitoring of the plan;

(K) Provides the name of the on-site coordinator (if different from the ETC) for each site who is responsible for implementation and monitoring of the plan;

(L) Identifies the objectives of the plan and provides an explanation of why the plan is likely to achieve the AVR target levels;

(M) Includes a parking cash-out plan if required;

(N) Includes a management commitment cover letter signed by the highest ranking official on site, or the executive responsible for allocating the resources necessary to implement the plan, which includes a description of efforts taken to involve employees in the development of commute alternative strategies, a statement that employees have been notified of plan provisions at least thirty days before plan submission date, and that all data is accurate to the best of the employer's knowledge.

(3) The ETRP shall be updated every twelve months, with an annual report submitted on the anniversary date of the initial plan approval date. The annual employee trip reduction plan shall include the following:

(A) AVR calculations and documentation for the plan year;

(B) Lists plan incentives, changes to plan incentives, and a schedule for their implementation;

(C) Determines a marketing strategy, indicating changes from the previous plan year;

(D) Determines the use of worksite parking facilities to achieve rideshare and transit objectives (i.e., number of spaces for carpools and vanpools, etc.);

(E) Lists the bicycle paths and routes within one-half mile of the worksite;

(F) Lists public transit services within one-fourth mile of the worksite;

(G) Provides a description of the general type of business;

(H) Includes a sample of the employee survey for the plan year as described in subsection (2) of this Section;

(I) Provides the name and proof of certification of the employee transportation coordinator who is responsible for the preparation, implementation and monitoring of the plan;

(J) Provides the name of the on-site coordinator (if different from the ETC) for each site who is responsible for implementation and monitoring of the plan;

(K) Identifies the objectives of the plan and provides an explanation of why the plan is likely to achieve the AVR target levels;

(L) Includes a management commitment letter as defined in subsection (2) of this Section;

(M) Includes update and revisions to the ETRP as the City's Transportation Management Coordinator deems appropriate, if the annual report indicates that the goals of the previously approved ETRP have not been met.

(4) The procedure for calculating AVR at a worksite shall be as follows:

(A) The AVR calculation shall be based on data obtained from an employee survey as defined in subsection (2) of this Section.

(B) AVR shall be calculated by dividing the number of employees who report to or leave the worksite by the number of vehicles arriving at or leaving the worksite during the peak periods. All employees who report to or leave the worksite that are not accounted for by the employee survey shall be calculated as one employee per vehicle arriving at or leaving the worksite. Employees walking, bicycling, telecommuting, using public transit, arriving at the worksite in a zero-emission vehicle, or on their day off under a recognized compressed work week schedule shall be counted as employees arriving at or leaving the worksite without vehicles. Motorcycles shall be counted as vehicles.

(C) A child or student may be calculated in the AVR as an additional passenger in the carpool/vanpool if the child or student travels in the car/van to a worksite or school/childcare facility for the majority (at least fifty-one percent) of the total commute.

(D) If two or more employees from different employers commute in the same vehicle, each employer must account for a proportional share of the vehicle consistent with the number of employees that employer has in the vehicle.

(E) Any employee dropped off at a worksite shall count as arriving in a carpool only if the driver of the carpool is continuing on to his/her worksite.

(F) Any employee telecommuting at home, off-site, or at a telecommuting center for a full work day, eliminating the trip to work or reducing the total travel distance by at least fifty-one percent shall be calculated as if the employee arrived at the worksite in no vehicle.

(G) Zero emission vehicles (electric vehicles) shall be calculated as zero vehicles arriving at the worksite.

(5) Employers must keep detailed records of the documents which verify the average vehicle ridership calculation for a period of two years from plan approval date. Records which verify strategies in the ETRP have been marketed and implemented shall be kept for a period of at least two years from plan approval date. Approved ETRPs must be kept at the worksite for a period of at least three years from plan approval date. For employers who implement their plans using a centralized rideshare service center, records and documents may be kept at a centralized location. Failure to maintain records, or falsification of records will be deemed a violation of this Chapter.

(e) **Minimum Requirements.** Employers implementing options (a), (b) or (c) as defined in this Section must meet the following minimum plan requirements:

(1) Conduct an AVR survey in accordance with the requirements of Section 9.16.070(d)(2)(I) in order to receive commute trip reduction credits (CTRCs) for employees who rideshare to and from the worksite.

(A) Failure to survey employees shall result in a default AVR of 1.0.

(B) In conducting the survey, employers must choose either the a.m. window (six a.m. to ten a.m.) or the p.m. window (three p.m. to seven p.m.) depending on which window reflects the time period when the majority of employee trips occur.

(2) **Marketing Plan.** Employers shall include a marketing plan to educate employers about alternative commute options by making information available to employees.

Information shall be posted at the worksite, or distributed to each employee at the worksite.

(3) Information shall be updated annually.

(f) **Extensions.** In the event that an employer reasonably needs more time to submit an emission reduction plan, a written request for extension may be filed with the City's Transportation Management Coordinator. All requests must be received by the

City TMP Office no later than fifteen calendar days prior to plan due date. Such requests must be made in writing and shall state why such extension is requested, what progress has been made toward developing the ERP, and for what length of time the extension is sought. The City's Transportation Management Coordinator shall notify the employer in writing whether or not the extension has been granted within fifteen calendar days of receipt of a written request for extension.

(1) An employer may request an extension up to sixty days for the initial submittal of a plan.

(2) An employer may request an extension of up to thirty days to complete a revised plan.

(3) An employer may, upon receipt of a written objection to the terms of the proposed plan by an employee, employee representative or employee organization, request a single extension for thirty calendar days. A copy of the written objection must be attached to the request. Only one such request shall be granted by the City; no subsequent extension may be granted for this purpose.

(4) The City's Transportation Management Coordinator, at his or her discretion, may grant extensions beyond sixty days in the event of an extreme emergency. Each employer's request shall be reviewed on an individual basis.

(g) **Plan Revisions.** An approved ERP may be revised between plan submittal dates by submitting a plan revision in writing to the City's Transportation Management Coordinator. Any changes to an approved plan which is in effect must be submitted in writing to the Transportation Management Coordinator. The revision shall not be effective until approved by the Transportation Management Coordinator in writing.

(1) If the Transportation Management Coordinator determines that the ERP marketing strategy is not being carried out to the fullest extent, the Transportation Management Coordinator may require the employer to submit quarterly marketing reports that include examples of the marketing strategies implemented for each quarter.

(2) If it is necessary for an employer to amend an ERP before the plan can be approved, the employer shall have fifteen days from the date of notice in which to submit amendments to the Transportation Management Coordinator. Employers failing to submit the amendments shall have their ERP disapproved.

(3) The Transportation Management Coordinator shall not approve any plan or plan revisions if the employer, an employee, an employee representative or organization requests, in writing, within ten calendar days of plan submittal, that the Transportation Management Coordinator delay such action for a period of time not to exceed the ninetieth calendar day after plan submittal. If the request is made by a party other than the employer, the party must concurrently submit written comments to the

City's Transportation Management Coordinator and the employer setting forth the objection(s). Upon receiving such a request, the Transportation Management Coordinator shall maintain neutrality with respect to any negotiations regarding the ERP. Nothing in this paragraph shall be construed to affect the requirement to implement an approved ERP and comply with applicable deadlines.

(4) An ERP shall be disapproved if any employee(s), employee representative, or employee organization submits information demonstrating that:

(A) The plan includes strategies, such as parking charges; and

(B) Such strategies would create a widespread substantial disproportionate impact on minorities, women, low-income or disabled employees. A plan shall not be disapproved pursuant to this subdivision if it includes provisions as are necessary to ensure reasonable opportunity for employees to commute by means other than a single-occupant vehicle and thereby avoid the disproportionate impact described above. The City's Transportation Management Coordinator shall provide the employer an opportunity to review and respond in writing to information submitted by an employee, employee representative or employee organization pursuant to this subdivision. The burden of proof that a plan should be disapproved pursuant to this subdivision rests with the employee, employee representative or employee organization submitting the information.

(5) If a final determination that an element of an approved ERP violates any provision of law issued by any agency or court with jurisdiction to make such determinations, then the employer shall, within forty-five calendar days, submit a proposed plan revision to the City's Transportation Management Coordinator which shall be designed to achieve an AVR equivalent to the previously approved plan.

(h) **Employee Transportation Coordinators.** Employers of fifty or more employees shall designate a certified employee transportation coordinator (ETC) or an ETC and an on-site coordinator for each worksite included in the emission reduction plan.

(1) An employer may elect to use a consultant ETC or a TMO/TMA in lieu of an ETC; provided, the consultant ETC or the TMO/TMA staff has received certified training and the site maintains an on-site coordinator.

(2) If the absence of a certified ETC, consultant ETC, or on-site coordinator exceeds eight consecutive weeks, a substitute ETC or on-site coordinator at the same level must be designated and trained. Notice of such a change must be submitted to the City's Transportation Management Coordinator with proof of training no later than twelve weeks after the beginning of the absence.

(3) ETCs are not required to attend yearly update training.

(4) On-site coordinators are not required to be certified provided the ETC or consultant ETC is certified and writes and administers the ERP.

(i) **Emission Reduction Factors.** The following emission factors shall be used in calculations pursuant to this rule.

(1) The following employee emission reduction factors (pounds per year per employee) shall be used in determining the emission reduction target for the current plan year:

Emission Year	VOC	NOx	CO
1998	5.84	4.42	45.14
1999	5.12	4.11	40.01
2000	4.40	3.80	35.19
2001	4.10	3.39	32.83

(2) The following default emission factors (pounds per year per daily commute vehicle) may be used in determining vehicle trip emission credits:

Emission Year	VOC	NOx	CO
1998	17	13	132
1999	15	12	117
2000	13	11	103
2001	12	10	96

(Added by Ord. No. 1847CCS § 1 (part), adopted 4/23/96; amended by Ord. No. 1938CCS § 3, adopted 3/23/99; amended by Ord. No. 1983CCS § 3, adopted 8/8/2000)

9.16.080 Requirements for employers of ten to forty-nine employees.

(a) All employers of ten to forty-nine employees shall be required to attend a City-sponsored training seminar upon notification and submit a worksite plan (WTP) to the City in accordance with the procedures set forth in this Section. This plan shall include at a minimum:

(1) Worksite location.

(2) The name and title of the highest ranking official at the site.

(3) The name and phone number of the designated on-site contact who has attended a City-sponsored training program and is responsible for the implementation of the WTP.

(4) The number of employees at the site, and proof of employee population (i.e., payroll records, unemployment insurance records, or any records approved by the Transportation Management Coordinator).

(5) Description of the type of business.

(6) Description of any on-site amenities

(7) Location of the kiosk or bulletin board and a description of the information displayed.

(8) Lists the public transit services within one-fourth mile of the worksite.

(9) Lists the bicycle paths and routes within one-half mile of the worksite.

(10) Includes a management commitment letter signed by the highest ranking official at the site.

(b) Employers of ten to forty-nine employees shall make, at a minimum, the following information available to each employee:

(1) Carpooling/vanpooling information, including information about the services provided by the regional ridesharing agency and their phone number.

(2) Transit schedules and token/pass purchase information.

(3) Information on air pollution and options to driving to work alone.

(4) Bicycle route and facility information, including regional/local bicycle maps, locations of nearest bicycle racks, or locker storage facilities, and bicycle safety information.

(5) Information on walking to work, pedestrian safety and walking shoe information.

(6) Make information available to new employees upon date of hire.

(c) Employers of ten to forty-nine employees shall submit a WTP within sixty days of notification by the City.

(d) Employers of ten to forty-nine employees shall submit yearly updated WTP in accordance with this Section. Employers who fail to submit an initial plan, revised plan, or updated plan when required, shall be in violation of this Chapter.

(e) After an employer submits the WTP, the City's Transportation Management Coordinator must either approve or disapprove the plan within sixty days.

(1) Notice of approval or disapproval shall be given by mail. If the worksite plan is disapproved, the reasons shall be given in writing to the employer.

(2) Any plan disapproved by the City's Transportation Management Coordinator must be revised by the employer and resubmitted to the City's Transportation Management Coordinator within thirty calendar days of notice of disapproval or the employer shall be deemed to be in violation of this Chapter. The City has sixty calendar days to review the resubmitted plan.

(3) Upon receipt of the second disapproval notice, and until such time as a revised plan is submitted to the City's Transportation Management Coordinator, the employer is in violation of this Chapter. (Added by Ord. No. 1847CCS § 1 (part), adopted 4/23/96; amended by Ord. No. 1938CCS § 4, adopted 3/23/99)

9.16.090 Procedures for submission of emission reduction plans and worksite transportation plans.

(a) All employers with fifty or more employees, located within the City of Santa Monica, and subject to this Chapter shall submit to the City, within ninety days of receipt of notice to implement an ERP designed to reduce emissions related to employee commutes and to meet a worksite specific emission reduction target (ERT) specified pounds of emissions per employee for the subsequent year. This emission reduction program shall be in the form of an ERP.

(b) Employers of fifty or more employees shall identify measures in their ERP that will result in attainment of their emission reduction targets through one or all of the Emission Reduction Options specified in Section 9.16.070 within ninety days of notification by the City.

(c) Employers of ten to forty-nine employees are required to submit WTPs as defined in Section 9.16.080 within sixty days of notification by the City.

(d) Multi-site employers of two hundred fifty or more employees, with one or more sites located outside of the City of Santa Monica but within the South Coast Air Basin, have the option of filing a Rule 2202 plan with the SCAQMD, or filing an ERP with the City of Santa Monica. Employers choosing to file a rule 2202 plan with the SCAQMD

will be required to notify the City's Transportation Management Coordinator in writing no later than fifteen days prior to the plan due date.

(e) Upon the City Transportation Management Coordinator's approval of a written request, an employer may submit a single ERP or WTP encompassing all worksites subject to the requirements of this Chapter if the worksites are owned or leased by the same employer and located wholly within the City of Santa Monica.

(f) All employer ERP's and WTP's shall be consistent with any plans previously submitted by the developer of the property at which the worksite is located.

(g) If an employer's ERP or WTP due date falls on a day City Hall is normally closed (i.e., weekend, holiday, 9/80 Friday off), the employer may submit the ERP or WTP on the first business day after the plan due date.

(h) If an ERP or WTP is mailed to the City, the plan must be postmarked before the plan due date. If the plan is postmarked on or after the plan due date, the plan shall be considered late and the employer shall be considered to be in violation of this Chapter.

(i) After an employer submits a plan, the City's Transportation Management Coordinator must either approve or disapprove the plan within ninety days for an ERP and within sixty days for a WTP.

(1) Notice of approval or disapproval shall be given by mail. If the plan is disapproved, the reasons for disapproval shall be given in writing to the employer.

(2) Once the plan is approved, the employer will have sixty days from the date of approval to implement all aspects of the plan.

(3) Any plan disapproved by the City's Transportation Management Coordinator must be revised by the employer and resubmitted to the City's Transportation Management Coordinator within thirty calendar days of notice of disapproval or the employer shall be deemed in violation of this Chapter. The City has ninety calendar days to review the resubmitted plan.

(4) Upon receipt of the second disapproval notice, and until such time as a revised plan is submitted to the City's Transportation Management Coordinator, the employer is in violation of this Chapter.

(j) An approved ERP or WTP may be revised between plan submittal dates by submitting a plan revision in writing to the City's Transportation Management Coordinator. The revision shall not be effective until approved by the Transportation Management Coordinator.

(k) Any employer who establishes a new worksite in the City of Santa Monica, or whose employee population increases to more than ten, will be required to submit an ERP or WTP to the City of Santa Monica. Employers are required to contact the City's Transportation Management Coordinator within sixty days of establishing a new worksite, or increasing employee population. The notice shall be written, and include the employer's name, the business and mailing address, the number of employees reporting to the worksite and the name of the highest ranking official at the worksite. Upon receipt of the notice, the City shall mail a notification letter to the employer and ninety calendar days thereafter the employer shall submit a plan and shall be subject to all provisions of this Chapter.

(l) Employers who relocate to another worksite located within the City of Santa Monica shall notify the City of the relocation within thirty days. The City shall notify the employer to submit an updated version of the Employee Profile and Worksite Analysis of the ERP or WTP.

(m)Any employer who has submitted a plan pursuant to this Chapter and whose employee population falls to fewer than ten employees for a six-month period, calculated as a monthly average, may submit a written request to the City's Transportation Management Coordinator to be exempt from this Chapter. The employer must submit documentation which demonstrates an employee population of less than ten employees. Such demonstration could be made by payroll records or other appropriate documentation.

(n) No employer of two hundred fifty or more employees shall be responsible for complying with this Chapter until such time as the City and the SCAQMD execute an agreement which provides an exception to those employers from the requirements of filing a Rule 2202 plan with the SCAQMD. If at anytime the City fails to meet its obligation under the executed agreement, employers of two hundred fifty or more employees in the City shall be released from this Chapter and shall be subject to compliance with the SCAQMD Rule 2202 requirements. (Added by Ord. No. 1847CCS § 1 (part), adopted 4/23/96; amended by Ord. No. 1938CCS § 5, adopted 3/23/99)

9.16.100 Transportation management associations (TMAs).

(a) Transportation management associations are groups formed so that employers, employees, developers and building owners can collectively address community and worksite transportation-related problems. Transportation management associations may be formed to implement TDM, TSM and/or TFD strategies in employment clusters or at multi-tenant worksites. The primary function of a TMA is to pool resources to implement solutions to commuter-related congestion problems in conjunction with the City Transportation Coordinators.

(b) The City will certify TMAs that submit a first year work plan which outlines the following:

(1) A mission statement which describes the reasons for the association's existence and the overriding goals of the TMA.

(2) Goals and objectives for the first year which target achievement of the mission statement. Specific activities and tasks shall be listed to show how the members will be served by the TMA and how the TMA will help meet the area and regional transportation and air quality goals.

(3) A plan for a baseline survey of commuters and employers in the area to establish existing commuter characteristics and attitudes of commuters toward traffic and the use of commute alternatives. The employer survey shall obtain a descriptive profile of existing programs and employer attitudes toward developing new programs.

(4) The services to be provided by the TMA to its members, including the commute alternatives to be provided and promoted, the advocacy and marketing activities planned, and the role of the TMA staff in providing the services.

(5) A marketing plan which creates an identity for the TMA and which describes how the TMA's planned services will be marketed to member employers and their employees.

(6) A monitoring and evaluation plan which will be used to measure progress against goals and objectives, including results of the TMA's activities with each member. This plan will be used to provide annual reporting information to the City.

(7) A budget which details how the work of the TMA will be accomplished, including details of public and private financing and expenditures.

(c) The TMA must provide an annual report to the City to become recertified yearly. The annual report shall include the same elements as the first year plan with the following exceptions:

(1) The mission statement shall be restated based on changes in the goals and objectives of the TMA, if any.

(2) The goals and objectives shall be updated to reflect progress and changes in the TMA services.

(3) The baseline survey need not be repeated, however, the annual report shall include follow-up monitoring and evaluation activities related to the baseline survey.

(4) The evaluation and results shall be discussed and used to describe the next year's planned activities. (Added by Ord. No. 1847CCS § 1 (part), adopted 4/23/96)

9.16.110 Developer emission reduction plans.

Developers of nonresidential projects which will result in ten or more peak-period trips once the development is completed shall submit an emission reduction plan to the City for implementation of selected measures from Section 9.16.070 and required measures, as applicable, from Section 9.16.120, at their development site in accordance with the procedures set forth in Section 9.16.120. (Added by Ord. No. 1847CCS § 1 (part), adopted 4/23/96)

9.16.120 Procedure for submission of developer plans.

(a) Developers of nonresidential projects which will generate ten or more p.m. peak-period trips who apply for building permits for new or expanded development projects in the City shall be required to submit an emission reduction plan meeting the requirements of this Chapter at the time of application for the project's first planning approval. The City's Transportation Management Coordinator shall approve or disapprove the plan within thirty days of project approval by the Planning Division or the City Council, when a Planning Division approval is appealed. Notice of approval or disapproval shall be given by registered or certified mail. If the plan is disapproved, the reasons for disapproval shall be given in writing to the developer. Any plan disapproved by the City's Transportation Management Coordinator must be revised by the developer and resubmitted to the City's Transportation Management Coordinator within thirty days of the notice of disapproval.

(b) Developer emission reduction plans shall include those items listed in Section 9.16.070(e) which relate to facility improvements that the developers may implement, plus any improvements as required in subsection (c) of this Section. Examples of developer plan elements include preferential parking areas, bicycle storage lockers, showers and lockers, and transit bays.

(c) In addition to optional or otherwise required facility improvements, the following shall be required:

(1) Nonresidential development of twenty-five thousand square feet or more shall provide, to the satisfaction of the City, a bulletin board, display case or kiosk, displaying transportation information located where the greatest number of employees are likely to see it. Information shall include, but is not limited to, the following:

(A) Current maps, routes and schedules for public transit routes serving the site;

(B) Telephone numbers for referrals on transportation information including numbers for the regional ridesharing agency and local transit operators;

(C) Ridesharing promotional material supplied by commuter-oriented organizations;

(D) Bicycle route and facility information, including regional/local bicycle maps and bicycle safety information;

(E) A list of facilities available for carpoolers, vanpoolers, bicyclists, transit riders and pedestrians at the site.

(2) Nonresidential development of one hundred thousand square feet or more shall comply with the requirements in subsection (c)(1) of this Section, and shall provide all of the following measures to the satisfaction of the City:

(A) A safe and convenient zone in which vanpool and carpool vehicles may deliver or board their passengers;

(B) Sidewalks or other designated pathways following direct and safe routes from the external pedestrian circulation system to each building in the development;

(C) If determined necessary by the City to mitigate the project impact, bus stop improvements must be provided. The City will consult with the local bus service providers in determining appropriate improvements. When locating bus stops and/or planning building entrances, entrances must be designed to provide safe and efficient access to nearby transit stations/stops.

(d) An approved emission reduction plan shall be required prior to issuance of a building permit.

(e) Developers shall not be required to update approved emission reduction plans. However, compliance with such plans shall be accomplished by the requirement set forth in Section 9.16.080 that employer worksite plans be consistent with developer plans for the worksite, unless the Transportation Management Coordinator approves alternative plan components.

(f) A developer may amend an emission reduction plan subsequent to approval of such plan by submitting a plan revision. A subsequent owner may amend a plan in the same manner. The amended plan shall not be effective until approved by the City's Transportation Management Coordinator. (Added by Ord. No. 1847CCS § 1 (part), adopted 4/23/96)

9.16.130 Enforcement.

(a) **Audits.**

(1) **City Audits.** The City shall perform follow-up audits on a selective basis. Employers shall receive at least ten days notice of such an audit. An audit may include, but shall not be limited to, an on-site inspection and demonstration that an employer is performing the on-going monitoring required by this Chapter.

(2) **Compliance Inspection.** Any employer subject to this Chapter is subject to an unannounced compliance inspection. This inspection will require access to records that demonstrate implementation and monitoring of the employer's emission reduction plan.

(b) **Violations of this Chapter.**

(1) No business license shall be renewed if an employer has not paid the fee required by this Chapter.

(2) Failure to submit an initial plan when due, annual report and update plan when due, or mandatory plan revisions when due, or failure to implement provisions of an approved plan as set forth in the plan implementation schedule, failure to keep records, falsification of records, failure to have a certified ETC or designated on-site coordinator on site if required, or failure to submit proper fees in accordance with Section 9.16.050 is a violation of this Chapter. Additionally, upon receipt of a second disapproval notice and until such time as a revised plan is approved by the City, the developer or employer shall be deemed in violation of this Chapter.

(3) If an employer chooses the employee trip reduction option and complies with all provisions of the approved plan but fails to meet the AVR targets, that is not a violation of this Chapter. However, the Transportation Management Coordinator shall retain the right to require the employer to provide additional incentives and marketing strategies in the ETRP with the goal of increasing the employer's AVR.

(4) If an employer chooses any emission reduction option (excluding the employee trip reduction option), the employer must meet the required emission reduction targets for that plan year. Failure to do so will be considered a violation of this Chapter.

(5) Each day a developer or employer violates the provisions of this Chapter or the terms and conditions of any approved ERP or WTP shall constitute a separate violation.

(c) **Enforcement Actions.** In addition to any other remedy provided for by law, the City, or the South Coast Air Quality Management District when appropriate, may take

the following actions for violation of this Chapter or of the terms and conditions of any approved ERP or WTP:

(1) Require the addition of elements to a work or development site plan submitted by an employer or developer.

(2) Transfer authority for plan implementation from an employer or developer to the City.

(3) Institute proceedings to revoke any approval of an ERP or WTP.

(4) Revoke the business license held by any violator, following the procedures set forth in Section 9.04.20.30.060 of this Code.

(5) Impose an enforcement fee as provided for in Section 9.16.130(d).

(6) Request that the City Attorney take appropriate enforcement action. Referral by the City's Transportation Management Coordinator is not a condition precedent to any enforcement action by the City Attorney.

(7) Notwithstanding any other provisions of this Chapter regarding penalties or fees for enforcement actions or for violations, for violators with two hundred fifty or more employees, the City, in addition to any other remedies under this Chapter, shall refer the matter to the South Coast Air Quality Management District for appropriate action under Article 3, Chapter 4, Part 4 of Division 26 of the Health and Safety Code.

(d) **Enforcement Fees.** An enforcement fee shall be paid to the City by each person who has violated the provisions of this Chapter or the terms and conditions of any ERP or WTP. The purpose of this fee is to recover the costs of enforcement from any person who violates the provisions of this Chapter or any permit or approval.

(e) **Fee Assessment Fee.** Fees shall be assessed as follows:

(1) Employers who choose any emission reduction option (excluding the employee trip reduction option) shall be fined five dollars per employee per day for each violation during the plan year.

(2) Developers, employers of ten to forty-nine employees and employers of fifty or more who choose the employee trip reduction option shall receive a warning notice for the first violation of the plan year and no fee shall be collected. For each additional violation in the plan year the employer shall receive a violation notice and the violation fee shall be five dollars per employee per day.

(3) The City's Transportation Management Coordinator shall cause to be issued a notice imposing enforcement fees under this Section. The notice shall provide that the fee

shall be due and payable within fifteen days from the date of the notice. A penalty of ten percent per month shall be added to any fees that have not been paid when due.

(4) Any person upon whom fees have been imposed pursuant to this Section may appeal the action in accordance with the following procedure:

(A) A notice of appeal shall be filed with the City's Transportation Management Coordinator within ten days of the date of the notice.

(B) At the time of filing the notice of appeal, the appellant shall deposit with the City Treasurer money in the amount of all fees due. If, as a result of the hearing, it is determined that the City is not entitled to all or a portion of the money, the City shall refund to the person all or a portion of the money deposited.

(C) The Emission Reduction Plan Appeals Board ("ERP Appeals Board") shall hold a hearing on the appeal within forty-five days of the date of filing of the appeal. The City shall give the appellant at least five days notice of the time and place of the hearing. The ERP Appeals Board shall render a decision within fifteen days of the date of the hearing. The purpose of the hearing shall be limited to whether or not the violation occurred.

(D) The ERP Appeals Board shall uphold an appeal of an enforcement fee under this Section in only one of the following circumstances:

(i) An error has been made in calculating the enforcement fee.

(ii) The person is found not to have been violating the provisions of this Chapter or the terms and conditions of the ERP or WTP.

(E) The decision of the ERP Appeals Board shall be final except for judicial review and there shall be no appeal to the City Council.

(F) Any notice issued pursuant to this Section shall set forth the appeal rights as provided for in this subsection.

(G) Any notice of revocation issued pursuant to this Section shall be final upon the expiration of the appeal period if no appeal is timely filed or upon the decision of the ERP Appeals Board. (Added by Ord. No. 1847CCS § 1 (part), adopted 4/23/96; amended by Ord. No. 1938CCS § 6, adopted 3/23/99)

9.16.140 Administrative appeals.

(a) Disapproval of an ERP or WTP by the City's Transportation Management Coordinator, including a revision of such a plan, may be appealed to the Emission Reduction Plan Appeals Board.

(b) An appeal of an action by the City's Transportation Management Coordinator shall be filed with the City's Parking and Traffic Division within ten consecutive calendar days following the date of action from which an appeal is taken. If no appeal is timely filed, the action by the City's Transportation Management Coordinator shall be final.

(c) A hearing on an appeal shall be scheduled within sixty days of the date of filing an appeal. Notice of an appeal hearing shall be mailed to the appellant not less than ten consecutive calendar days prior to the hearing scheduled before the Emission Reduction Plan Appeals Board.

(d) A written decision on an appeal shall be issued thirty days from the date of hearing.

(e) An action of the City's Transportation Management Coordinator that is appealed to the Emission Reduction Plan Appeals Board shall not become effective unless and until approved by the Emission Reduction Plan Appeals Board.

(f) A decision of the ERP Appeals Board shall be final except for judicial review and there shall be no appeal to the City Council. (Added by Ord. No. 1847CCS § 1 (part), adopted 4/23/96; amended by Ord. No. 1938CCS § 7, adopted 3/23/99)

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: L-1

DATE: November 10, 2015

TO: City Council

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

SUBJECT: **First Amendment to Attorney Services Agreement for Special Counsel in Proceedings Related to Electrical Generating Facilities at Mandalay and Ormond Beach**

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

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a First Amendment to Attorney Services Agreement with Shute Mihaly & Weinberger, LLP (Agreement No. 7002-15-CA) to increase the amount by $150,000 for a total not to exceed amount of $350,000.

BACKGROUND

This amendment to the agreement is to continue legal representation before the California Public Utilities Commission and the California Energy Commission in relation to the proposed new NRG electrical generating facility at Mandalay Beach, which may impact the decommissioning and removal of the existing generating facilities at Mandalay and Ormond Beach.

FINANCIAL IMPACT

The amendment will be funded from General Fund account number 101-1501-801-8204 in the amount of $150,000. Sufficient funds are budgeted in FY 2015-16 in account number 101-1501-801-8204 for outside legal counsel services.

ATTACHMENTS

Attachment #1 – First Amendment to Agreement for Attorney Services
Attachment #2 - Agreement for Attorney Services

Agreement No. 7002-15-CA

FIRST AMENDMENT TO AGREEMENT FOR ATTORNEY SERVICES

This First Amendment ("First Amendment") to the Agreement for Attorney Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 10th day of November, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Shute, Mihaly & Weinberger LLP ("Special Counsel"). This First Amendment amends the Agreement entered into on March 3, 2015, by City and Special Counsel.

City and Special Counsel agree as follows:

1. In Section 10a. of the Agreement, the figure "$200,000" is deleted and replaced with "$350,000".

2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM AND CONTENT:

Stephen M. Fischer, Interim City Attorney

SHUTE, MIHALY & WEINBERGER LLP

Ellison Folk, Partner

APPROVED AS TO INSURANCE:

for

Joseph Lillio, Risk Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

ATTACHMENT NO. 1
PAGE 1 OF 7

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/18/2015

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
EPIC/James C. Jenkins Ins Srvc
P. O. Box 5668
Suite 260
Concord CA 94524

CONTACT NAME: Marianne Gonzales
PHONE (A/C, No, Ext): 916-576-1525 FAX (A/C, No):
E-MAIL ADDRESS: Marianne.Gonzales@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company	25658 A++
INSURER B : Travelers Property Casualty	36161 A++
INSURER C : Republic Indemn. Co of America	22179 A
INSURER D : Lloyd's	85202
INSURER E :	
INSURER F :	

INSURED
Shute Mihaly & Weinberger LLP
396 Hayes Street
San Francisco CA 94102

COVERAGES CERTIFICATE NUMBER: 164331264 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	N		6808747H938	2/27/2015	2/27/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $5,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	N		6808747H938	2/27/2015	2/27/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ NIL	N		CUP3070Y849	2/27/2015	2/27/2016	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		18894201	6/8/2015	6/8/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Professional Liability Claims Made			SP001150J	3/1/2015	3/1/2016	Per Claim Aggregate Deductible	$2,000,000 $4,000,000 $75,000

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

Re: All Contracts/Written Agreements between the Certificate Holder and the Insured. When required by written contract: Additional Insured status with primary coverage applies to General Liability and Automobile Liability and Waiver of Subrogation applies to General Liability and Automobile Liability per the attached endorsements. Additional Insureds: City, its City Council, officers, employees, agents and voluteers

CERTIFICATE HOLDER

City of Oxnard Risk Manager Reference No 7002-15-CA
300 West Third Street Ste 302
Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Marisela Hart - Shute Mihaly & Weinberger.

From: Patricia Gilmer <pj-gilmer@leavitt.com>
To: "'marisela.hart@ci.oxnard.ca.us'" <marisela.hart@ci.oxnard.ca.us>
Date: 2/9/2015 1:07 PM
Subject: Shute Mihaly & Weinberger.
Attachments: image002.jpg

Good Afternoon Marisela,

We received your voice mail regarding the additional insured on the auto policy. As the auto coverage is Hired Non-Owned coverage, there would not be an additional insured endorsement as this is vicarious liability.

Please let us know if you have any additional questions.

Have a great day.

PJ Gilmer, CSR
CSR

EPIC

1390 Willow Pass Road, Suite 800, Concord, CA 94520
clcjenkins@leavitt.com
877.865.5414 toll free | 866.688.5709 fax
epicbrokers.com | ca license 0B29370
edgewood partners insurance center
Formerly Leavitt Group/Jenkins Insurance
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ATTACHMENT NO. 1
PAGE 3 OF 7

2/9/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
   a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
   b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
      i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
      ii. Supervisory, inspection, architectural or engineering activities.
   c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard".
   d) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" that occurs, or "personal injury" arising out of an offense committed, while any separate liability insurance that you have procured for that person or organization is in effect, regardless of whether the scope or limits of insurance in this Coverage Part exceed those of that separate liability insurance or whether that separate liability insurance is valid and collectible.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement.
4. As a condition of coverage provided to the additional insured by this endorsement:
   a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
      i. How, when and where the "occurrence" or offense took place;
      ii. The names and addresses of any injured persons and witnesses; and
      iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
      i. Immediately record the specifics of the claim or "suit" and the date received; and

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ATTACHMENT NO. 1
PAGE 4 OF 7

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. **(Other Insurance)**, is amended as follows:

1. The following is added to Paragraph **a. Primary Insurance:**

   However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

   a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

   b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

   subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph **(2)** of Paragraph **b. Excess Insurance** regarding any other primary insurance available to you is deleted.

3. The following is added to Paragraph **b. Excess Insurance**, as an additional subparagraph under Subparagraph **(1)**:

   That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

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ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement.

5. The following definition is added to SECTION V – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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occupied by you with permission of the owner, caused by:

a. Rupture, bursting, or operation of pressure relief devices;

b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;

c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Part 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water, or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

a. $300,000; or

b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.

4. Under DEFINITIONS (Section V), Paragraph a. of the definition of "insured contract" is amended so that it does not include that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is excluded by endorsement.

C. BLANKET WAIVER OFSUBROGATION

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

D. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.

2. The insurance afforded to the additional insured does not apply to:

a. Any "occurrence" that takes place after you cease to be a tenant in that premises;

b. Any premises for which coverage is excluded by endorsement; or

c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

3. The insurance afforded to the additional insured is excess over any valid and collectible

ATTACHMENT NO. 1
PAGE 7 OF 7

Agreement No. 7002-15-CA

ATTORNEY SERVICES AGREEMENT

This Attorney Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, by and between the City of Oxnard, a municipal corporation ("City"), and Shute, Mihaly & Weinberger LLP, engaged in the practice of law in the County of Ventura, California, ("Special Counsel").

WHEREAS, City desires to engage Special Counsel to represent City's interests and to provide legal advice and services to City in a variety of legal matters as determined by the City Attorney; and

WHEREAS, Special Counsel represents that Special Counsel's personnel possess the skills, qualifications and experience necessary to properly perform such services.

NOW, THEREFORE, City and Special Counsel hereby agree as follows:

1. Scope of Services

a. Special Counsel is hereby retained as special counsel for City to perform such legal services as may be required in a variety of matters as determined by the City Attorney.

b. In litigation matters, the City Attorney is responsible for the ultimate resolution, amounts of damage awards, if any, and defense fees and costs of all cases. Special Counsel shall inform the City Attorney or designee of the status of each case prior to arbitrations, voluntary settlement conferences, mandatory settlement conferences, motions for summary judgment, trial, settlement negotiations and of any significant developments during discovery.

c. Special Counsel shall regularly and reasonably discuss and review with the City Attorney or designee investigation issues, discovery, and case tactics and strategy.

d. Special Counsel shall send case evaluations, correspondence and status reports to the City Attorney.

e. Special Counsel shall inform the City Attorney of the legal staff assigned to cases and matters and promptly advise the City Attorney of any significant change in assignments. Upon request Special Counsel shall provide the City Attorney with resumes of legal staff.

f. If settlement authority is required from City Council, upon request, Special Counsel shall timely prepare and submit to the City Attorney a Confidential Briefing Report for City Council review.

g. Special Counsel agrees to use the expertise of City staff in lieu of outside experts whenever feasible and practical.

ATTACHMENT NO. 2
PAGE 1 OF 22

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COUNCIL APPROVAL
DATE 3/3/15 AGENDA S-1

h. Special Counsel agrees to handle all significant aspects of the litigation or matter. If Special Counsel intends to assign other special counsels to assist the primary Special Counsel, Special Counsel shall notify the City Attorney in advance. Only those special counsels assigned and approved in advance by the City Attorney may work on cases or matters.

2. Special Counsel Representative

Special Counsel agrees that Ellison Folk shall be Special Counsel's representative and shall be personally responsible for the performance and/or coordination of legal services under this Agreement.

3. Nonexclusive Services

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

4. Direction and Coordination

Special Counsel understands that the City Attorney or designee is responsible for providing management and direction to Special Counsel. Special Counsel agrees to coordinate the services to be provided with the City Attorney to the extent required by the City Attorney, and such services shall be performed to the satisfaction of the City Attorney.

5. Place of Work

Special Counsel shall perform the services provided for in this Agreement at any place or location and at such times as the Special Counsel shall determine.

6. Permits, Licenses, Certificates

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

7. City's Responsibilities

City, through the City Attorney, will cooperate with Special Counsel and will furnish any required information and materials as expeditiously as necessary for the orderly progress of the services. The City Attorney is authorized to examine documents submitted by Special Counsel and to render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of Special Counsel's services.

8. Term of Agreement

The term of this Agreement shall commence on January 21, 2015, and expire on January 21, 2018.

9. Termination of Agreement and Legal Services

This Agreement may be terminated at any time by written notice from either party to the other with or without cause. In such event, all finished or unfinished documents, data and reports in Special Counsel's possession shall immediately be turned over to the City Attorney. In the event of such termination, Special Counsel shall be paid for all satisfactory services and costs unless such termination is made for cause, in which event compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

10. Compensation and Reimbursement

a. Compensation

(1) City agrees to pay Special Counsel in an amount not to exceed $200,000 for services provided under this Agreement.

(2) City agrees to pay for all services provided by attorneys under this Agreement at the following hourly rates:

Partner	$350
Jr. Partner	$315
Associate III	$300
Associate II	$285
Associate I	$235

(3) City agrees to pay for all services provided by paralegals under this Agreement at the following hourly rate:

Paralegal	$125

(4) Special Counsel agrees that the above hourly rate includes reimbursement to Special Counsel of the expenses of any electronic research, postage, overnight express mail, ordinary and usual in-house copying costs, court fees, courier service, fax charges, telephone usage, general overhead or support services such as typing, word processing, secretarial time of any nature (normal, overflow or overtime), clerical work, equipment rental, calendaring, setting up files, and updating files.

(5) Special Counsel will not charge for travel time to and from Oxnard.

(6) The above hourly rate may be altered by a writing signed by the City Attorney.

b. Reimbursement

In addition to the compensation provided above, the City shall reimburse Special Counsel as follows:

(1) Actual Cost to Special Counsel:

Air travel - coach
Consultant fees
Copying and printing services fees
Court reporting services fees
Expert fees
Extraordinary in-house copying costs
Service of process fees

(2) Items with Maximums:

Lodging - $138.00 per night
Witness fees - State court $35.00 + statutory mileage
Federal court $40.00 + statutory mileage

11. Method of Payment

a. Special Counsel agrees to submit monthly a statement of account which clearly sets forth by dates the designated items of services and respective time for each item for which the statement is submitted and the identity of the attorney performing the services in a form similar to Exhibit A, attached hereto and incorporated in full herein by this reference.

b. Special Counsel shall mail the invoice for payment to City of Oxnard, Office of the City Attorney, 300 West Third Street, Suite 300, Oxnard, California 93030, Attention: City Attorney.

c. City shall timely pay Special Counsel for services rendered and costs incurred at the rates and in the amounts provided on a monthly basis in accordance with the statements as approved by the City Attorney.

12. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Special Counsel in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by Special Counsel, including, but not limited to rent, and vehicle, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Special Counsel. Special Counsel 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 Special Counsel in the performance of such services.

13. Non-Appropriation of Funds

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

14. Approved Attorneys

a. Special Counsel agrees that the following attorneys shall be the only attorneys assigned to perform services for City:

Ellison Folk
Osa L. Wolff
Sarah H. Sigman
Sara A. Clark
Edward T. Schexnayder
Benjamin J. Brysacz
Catherine Malina

b. This list of approved attorneys may be altered by a writing signed by the City Attorney.

15. Engagement of Other Counsel, Specialists or Experts

Special Counsel agrees not to engage or otherwise incur an obligation to pay other legal counsel, specialists or experts for services in connection with this Agreement without the prior approval of the City Attorney. City shall not pay a mark-up for outside services obtained by Special Counsel.

16. Confidentiality of Information

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

17. Indemnity

Special Counsel 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 from any acts or omissions related to this Agreement performed by Special Counsel or its agents, employees, subconsultants, consultants and other persons acting on Special Counsel's behalf. This

agreement to indemnify, hold harmless and defend shall only apply where such acts or omissions are the product of active negligence, passive negligence, or acts for which Special Counsel or its agents, employees, subconsultants, consultants and other persons acting on Special Counsel's behalf would be held strictly liable.

18. Insurance

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

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

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

19. Independent Contractor

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

b. Special Counsel shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Special Counsel'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. Special Counsel acknowledges that Special Counsel and Special Counsel'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.

20. Special Counsel Not Agent

Except as provided for in this Agreement, Special Counsel shall have no authority, expressed or implied, to act on behalf of City Attorney in any capacity whatsoever as agents or otherwise. Special Counsel shall have no authority, expressed or implied, unless pursuant to this Agreement to bind the City to any obligation whatsoever.

21. Conflict of Interest

Special Counsel agrees to scrupulously avoid performing services for any party or entering into any contractual or other relationship with any party which might create a conflict with the rendering of services under this Agreement. Special counsel shall immediately inform the City Attorney of any conflict of interest or potential conflict of interest which may arise during the term of this Agreement by virtue of any past, present, or prospective act or omission of Special Counsel.

22. Assignability of Agreement

This Agreement contemplates personal performance by Special Counsel's personnel and is based upon a determination of the unique competence and experience of Special Counsel's personnel and upon the specialized personal knowledge of Special Counsel's personnel. Assignment of any or all rights, duties or obligations of Special Counsel under this Agreement shall be permitted only with the express written consent of the City Attorney.

23. Fair Employment Practices

a. Special Counsel agrees that all persons employed by Special Counsel shall be treated equally by Special Counsel 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. Special Counsel agrees that, during the performance of this Agreement, Special Counsel and any other parties with whom Special Counsel 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. Special Counsel 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. Special Counsel shall provide City with access to and, upon request, provide copies to City of all of Special Counsel's records pertaining or relating to Special Counsel's employment practices, to the extent such records are not confidential or privileged under State or federal law.

e. Special Counsel agrees to recruit vigorously from protected classes and to encourage businesses owned by persons in a protected class to bid subcontracts.

24. Time of Essence

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

25. Covenants and Conditions

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

26. Governing Law

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

27. Compliance with Law

Special Counsel agrees to comply with all federal, state and local laws, rules, and regulations, now or hereafter in force, pertaining to the services performed pursuant to this Agreement.

28. Severability

City Attorney and Special Counsel 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.

29. Waiver

City and Special Counsel agree that no waiver of a breach of any provision of this Agreement by either Special Counsel 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 Special Counsel 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.

30. Counterparts

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

31. Arbitration

Special Counsel 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 Special Counsel's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

32. 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 the City.

b. Special Counsel acknowledges that the person executing this Agreement has been

duly authorized by Special Counsel to do so on behalf of Special Counsel.

33. Notices

a. Any notices to Special Counsel may be delivered personally or by mail addressed to Shute, Mihaly, & Weinberger, 396 Hayes Street, San Francisco, California 94102 Attention: Ellison Folk, Esq.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, City Attorney Office, 300 W. Third Street, Suite 300, Oxnard, California 93030, Attention: City Attorney.

34. Amendment

This Agreement may be amended at any time, in writing, by the City Attorney and Special Counsel.

35. Entire Agreement

The City Attorney and Special Counsel agree that this Agreement constitutes the entire Agreement of the parties with respect to the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

CITY OF OXNARD

Greg Nyhoff, City Manager

SPECIAL COUNSEL

Ellison Folk, Partner

APPROVED AS TO FORM & CONTENT

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

for Risk Manager

[LAW FIRM]
[Address]
[Telephone Number]
[Date]

Office of the City Attorney
City of Oxnard
300 W. Third Street, Suite 300
Oxnard, CA 93030

Case Title:
Case No:
City Attorney File No:

STATEMENT OF LEGAL SERVICES
Summary of Fees and Costs

Fees

Date of Service	Person Performing Service	Description of Service	Time Spent in 6 Minute Increments	Amount of Fees

Costs

Date Cost Incurred	Description of Cost Item	Amount of Cost

Additional Information

FY to Date Fees (7/1/0__ to 6/30/__) $_____
FY to Date Costs (7/1/0__ to 6/30/__) $_____
Case to Date Fees $_____
Case to Date Costs $_____

EXHIBIT A

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ATTACHMENT NO. 2
PAGE 10 OF 22

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 <u>and</u> CG 2037).**

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

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

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

2/15

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 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 LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

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

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rev. 2/15 INS-A.doc

ATTACHMENT NO. 2
PAGE 13 OF 20

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

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 CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No._____
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

Telephone:

NAMED INSURED

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

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

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

onsideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any orsement 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. _____
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 _____

SHUTE-1 OP ID: ZCPJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/24/2015

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
EPIC/James C. Jenkins Ins Srvc
License No. 0545478
P.O. Box 13847
Sacramento, CA 95853
Kevin Valine
Phone: 916-925-3525
Fax: 916-583-7613

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company	25658 A++
INSURER B : Travelers Property Casualty	036161 A++
INSURER C : Hartford Fire Insurance Co.	19682 A
INSURER D : Lloyd's	85202 A
INSURER E :	
INSURER F :	

INSURED
Shute Mihaly & Weinberger LLP
396 Hayes Street
San Francisco, CA 94102

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		6808747H938	02/27/2014	02/27/2015	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			6808747H938	02/27/2014	02/27/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUP3070Y849	02/27/2014	02/27/2015	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		57WECEX7377	06/08/2014	06/08/2015	X WC STATU-TORY LIMITS 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
D	Professional Liab Retro Date 030180			SP001150H	03/01/2014	03/01/2015	Limit	2,000,000
							Retention	75,000

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

City, its City Council, officers, employees, agents and voluteers are named additional insured as respects to Liability arising out of activities performed by or on behalf of Consultant per written contract with the named insured.

CERTIFICATE HOLDER

CITYOO

City of Oxnard
Risk Manager
Reference No 7002-15-CA
300 West Third Street Ste 302
Oxnard, CA 93030

CANCELLATION

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

E. Peralta

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PAGE 14 OF 22

POLICY NUMBER: 680-8747H938-14-42-

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 01/13/2014

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED–DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or organization:

City of Oxnard
Risk Manager
Reference No 7002-15-CA
300 West Third Street Ste 302
Oxnard CA 93030

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.

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CG D0 37 04 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (**Other Insurance**), is amended as follows:

1. The following is added to Paragraph **a. Primary Insurance:**

   However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

   a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

   b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

   subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph **(2)** of Paragraph **b. Excess Insurance** regarding any other primary insurance available to you is deleted.

3. The following is added to Paragraph **b. Excess Insurance**, as an additional subparagraph under Subparagraph **(1)**:

   That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

CG D0 37 04 05

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ATTACHMENT NO. 2
PAGE 18 OF 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation:** 30

NONRENEWAL: **Number of Days Notice of Nonrenewal:** 30

PERSON OR ORGANIZATION:

City of Oxnard
Risk Manager
Reference No 7002-15-CA

ADDRESS: 300 West Third Street Ste 302, Oxnard CA 93030

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

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From: Patricia Gilmer <pj-gilmer@leavitt.com>
To: "'marisela.hart@ci.oxnard.ca.us'" <marisela.hart@ci.oxnard.ca.us>
Date: 2/9/2015 1:07 PM
Subject: Shute Mihaly & Weinberger.
Attachments: image002.jpg

Good Afternoon Marisela,

We received your voice mail regarding the additional insured on the auto policy. As the auto coverage is Hired Non-Owned coverage, there would not be an additional insured endorsement as this is vicarious liability.

Please let us know if you have any additional questions.

Have a great day.

PJ Gilmer, CSR
CSR

EPIC

1390 Willow Pass Road, Suite 800, Concord, CA 94520
clcjenkins@leavitt.com
877.865.5414 toll free | 866.688.5709 fax
epicbrokers.com | ca license 0B29370
edgewood partners insurance center
Formerly Leavitt Group/Jenkins Insurance
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ATTACHMENT NO. 2
PAGE 20 OF 22

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

POLICY DECLARATIONS
COMMERCIAL EXCESS LIABILITY
(UMBRELLA) INSURANCE POLICY

POLICY NO.: CUP-3070Y849-14-42-
ISSUE DATE: 01/14/2014

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:
SHUTE MIHALY & WEINBERGER LLP
396 HAYES ST
SAN FRANCISCO CA 94102-4421

THIS POLICY DOES NOT COVER LIABILITY ARISING OUT OF ASBESTOS MATERIAL SEE ENDORSEMENT UM 01 96 07 96

2. THE NAMED INSURED IS A:

☐ CORPORATION ☐ SOLE PROPRIETOR ☒ PARTNERSHIP OR JOINT VENTURE ☐ OTHER

3. POLICY PERIOD: From 02/27/2014 to 02/27/201512:01 A.M. Standard Time at your mailing address.

4. PREMIUM: * $ 370 ☒ Flat Charge ☐ Adjustable (See premium schedule)
* DIRECT BILL

5. LIMITS OF INSURANCE:

COVERAGES		LIMITS OF LIABILITY
AGGREGATE LIMITS OF LIABILITY	1,000,000	Products/Completed Operations Aggregate
	1,000,000	General Aggregate
COVERAGE A - Bodily Injury and Property Damage Liability	1,000,000	any one occurrence subject to the Products/ Completed Operations and the General Aggregate Limits
COVERAGE B - Personal and Advertising Injury Liability	1,000,000	any one person or organization subject to the General Aggregate Limit of Liability
RETAINED LIMIT		any one occurrence or offense

6. SCHEDULE OF UNDERLYING INSURANCE:

POLICY	LIMITS (000 omitted)	COVERAGE	COMPANY
SEE ENDORSEMENT CG D0 23 04 96			

7. On the effective date shown in Item 3, the Commercial Excess Liability (Umbrella) Insurance Policy numbered above includes this Declarations Page and the Policy Jacket (Form UM 00 76 which contains the Nuclear Energy Liability Exclusion) and any endorsements listed hereafter:
SEE END. IL T8 01 01 01

NAME AND ADDRESS OF AGENT OR BROKER:
JENKINS INS SERVICES
PO BOX 13847 PR197
SACRAMENTO CA 95853-3847

COUNTERSIGNED BY:

Authorized Representative

DATE:

CG T0 14 04 96
OFFICE: WALNUT CREEK CA

ATTACHMENT NO. 2
PAGE 21 OF 22

SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: HARTFORD FIRE INSURANCE COMPANY

Company Code: 1

Policy Number: 57 WEC EX7377 **Schedule Number:** 01-04-01
Effective Date: 06/08/14 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Location Address of operations covered by this schedule:
SHUTE MIHALY & WEINBERGER LLP
396 HAYES ST
SAN FRANCISCO CA 94102

NAICS: 541110
FEIN: 942647744 UIN: SIC: 8111 NO. OF EMPL: 000030

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per $100 of Remuneration	Estimated Annual Premium
8820 ATTORNEYS - ALL EMPLOYEES - INCLUDING SALESPERSONS AND CLERICAL OFFICE EMPLOYEES - N.P.D.	2,061,900	.87	17,939

Countersigned by _____
Authorized Representative

Form WC 99 00 05 **(1)** Printed in U.S.A.
Process Date: 04/21/14 **Policy Expiration Date:** 06/08/15

ATTACHMENT NO. 2
PAGE 22 OF 22

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: L-2

DATE: November 10, 2015

TO: Housing Authority Commission

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

FROM: Arturo Casillas, Housing Director

SUBJECT: **Authorization to Proceed with Phase 2 of The Courts Development Project**

CONTACT: Ruth E. Johnson, Interim Program Manager
rjohnson@oxnardhousing.org, 385-7404

RECOMMENDATION

That the Housing Authority Board of Commissioners adopt a resolution approving Phase 2 of The Courts Housing Project and authorize the Housing Director or designee to take all needed actions in consultation with Authority's General Counsel relative to entering into U. S. Department of Housing and Urban Development (HUD) Disposition Documents, Ground Lease, Right of First Refusal and Option Agreement and any other agreements for the purpose of developing, maintaining and operating Phase 2 of The Courts Housing Project.

BACKGROUND

Agreement with Urban Housing Communities to redevelop the 260 Public Housing units currently referred to as "The Courts." The disposition and redevelopment of the 260 Public Housing units was approved by a March 20, 2008 Demolition and Disposition Approval ("HUD Approval") granted by HUD. The HUD Approval authorized the redevelopment to occur in four phases. The first phase, which was approved in 2014, was for the 64 unit development commonly referred to as Terraza De Las Cortes.

Phase 2, which is the subject of this approval, involves the construction of 144 units on approximately 10.50 acres of land. The development will be completed by UHC 00558 Oxnard, L.P., a California limited partnership ("Partnership"). The general partners of the Partnership are Las Cortes, Inc. and UHC 00558 Oxnard Holdings LLC. The funding source for the construction will be low-income housing tax credits and tax exempt bonds that will be issued by the California Statewide Communities Development Authority.

In accordance with the HUD Approval and pursuant to the Housing Authority's obligations under the Development Agreement, the Housing Authority Board of Commissioners through approval of the recommendation will authorize the Housing Director to take all needed actions and execute all requisite documents on behalf of the Authority in consultation with Authority's General Counsel, which include, but are not limited to, the following documents:

(1) A 99 year ground lease with the Partnership. The Partnership will be responsible for all costs associated with constructing all of the improvements on the Property.

(2) A Partial Release of Declaration of Trust. This document releases the existing HUD Declaration of Trust recorded against the property in accordance with the HUD Approval.

(3) HUD Use Agreement. This document restricts the use of the units constructed on the Property to low-income families in accordance with the HUD Approval.

(4) Disposition Agreement. The documents require that any proceeds received by the Housing Authority in connection with the Housing Authority's disposition of the Property shall be used in accordance with, Section 18 of the Act, 24 CFR Part 970, the Approval Letter and/or all other applicable HUD notices and other guidance in effect at the time of this Agreement.

(5) A Right of First Refusal/Option Agreement with the Partnership. This agreement provides the Housing Authority with a Right of First Refusal and Option Agreement to acquire the Project at the end of the 15 year tax-credit compliance period.

The approval of these documents by the Housing Authority Board of Commissioners is consistent with the HUD Approval and the obligations of the Development Agreement.

FINANCIAL IMPACT

There is no financial impact to the Housing Authority or on the City's General Fund. This approval, is a required step in the process for Urban Housing Communities' application for a $30,850,000 HUD FHA 221(d)(4) Mortgage Insurance Loan. Urban Housing Communities will repay that loan through an allocation of Low Income Housing Tax Credits, Tax-exempt Bonds and a Bank of America bridge loan.

ATTACHMENTS

Attachment #1 - Resolution
Attachment #2 - Ground Lease
Attachment #3 - Partial Release of Declaration of Trust
Attachment #4 - Use Agreement
Attachment #5 - Disposition Agreement
Attachment #6 - Right of First Refusal/Option Agreement

RESOLUTION NO. 2015- _____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING PHASE 2 OF THE COURTS AFFORDABLE HOUSING PROJECT AND AUTHORIZING ITS HOUSING DIRECTOR OR DESIGNEE TO EXECUTE AND TAKE ALL NEEDED ACTIONS IN CONSULTATION WITH AUTHORITY'S GENERAL COUNSEL RELATIVE TO ENTERING INTO HUD DISPOSITON DOCUMENTS, GROUND LEASE, RIGHT OF FIRST REFUSAL AND OPTION AGREEMENT AND ANY OTHER AGREEMENTS FOR THE PURPOSE OF DEVELOPING, MAINTAINING AND OPERATING PHASE 2 OF THE COURTS AFFORDABLE HOUSING PROJECT

WHEREAS, the Housing Authority of the City of Oxnard (the "Authority") is authorized by Chapter 1 (commencing with Section 34200) of Part 2 of Division 24 of the Health and Safety Code of the State of California, as amended (the "Act") to prepare, carry out, acquire, lease, finance and operate housing projects for persons of low income and to enter into agreements for the purpose of developing and providing financing for the development of multifamily rental housing facilities located within the jurisdiction of the Authority; and

WHEREAS, the Authority hereby finds and declares that it is necessary, essential and a public purpose for the Authority to enter into a variety of agreements to facilitate the development of a proposed 144 unit multifamily apartment complex for persons of low income to be located at NE corner of 1st and Marquita, Oxnard, California ("Property") and known as Phase 2 of The Courts Affordable Housing Project ("Proposed Project"); and

WHEREAS, the Proposed Project has received an allocation of Low Income Housing Tax Credits to fund the development of the Proposed Project; and

WHEREAS, in furtherance of the Proposed Project the Authority desires to enter into Right of First Refusal and Option Agreement with UHC 00558 Oxnard, L.P., a California limited partnership ("ROFR/Option Agreement"); and

WHEREAS, in furtherance of the Proposed Project the Authority desires to enter into a Ground Lease ("Ground Lease") with the Partnership wherein the Authority agrees to lease the Property to the Partnership for a term of 99 years at $7,000 per year; and

WHEREAS, in furtherance of the Proposed Project, the Authority desires to enter into all necessary documents required by the U.S. Department of Housing and Urban Development in conformance with the Amended Demolition/Disposition Approval for the Property ("HUD Documents"); and

WHEREAS, the Authority has determined that the approval of this Resolution and the acts authorized therein are exempt from the California Environmental Quality Act (CEQA)

ATTACHMENT NO. 1
PAGE 1 OF 3

pursuant to 14 Cal. Code of Regulations section 15280 and Public Resources Code sections 21159.21 and 21159.23; and

WHEREAS, the Authority hereby finds and declares that this Resolution is being adopted by the Authority pursuant to the powers granted under the Act.

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of the City of Oxnard, as follows:

1. The Authority hereby finds and declares that the above recitals are true and correct.

2. The Authority hereby approves the Proposed Project and authorizes Authority's Housing Director or his designee to take all needed actions and execute all requisite documents on behalf of the Authority in consultation with Authority's General Counsel relative to (i) the ROFR/Option Agreement, (ii) the Ground Lease, (iii) HUD Documents, and (iv) any other agreements for the purpose of developing, maintaining and operating the Proposed Project.

3. That the Housing Director is directed to prepare and file a Notice of Exemption with the County Clerk.

Passed and adopted this 10th day of November, 2015, by the following vote:

[SIGNATURES ON FOLLOWING PAGE]

ATTACHMENT NO. 1
PAGE 2 OF 3

AYES:

NAYS:

ABSENT:

ABSTAIN:

Tim Flynn, Chairman

ATTEST:

Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:

Stephen Fischer, Interim General Counsel

ATTACHMENT NO. 1
PAGE 3 OF 3

GROUND LEASE

THIS GROUND LEASE (the "Lease") is made and entered into this _____day of _____ , 2015, (the "Effective Date") by and between Housing Authority of the City of Oxnard, a public body, corporate and politic, herein called "Landlord," and UHC 00558 Oxnard, L.P., a California limited partnership, herein called "Tenant."

ARTICLE I
Leased Land

1.1 On the Commencement Date, Landlord shall lease to Tenant and Tenant shall lease from Landlord for the term, at the rental, and upon all the conditions set forth herein, that improved certain parcel of real property situated in the City of Oxnard, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference. The land will hereinafter be referred to as the **"Land."** The Land together with all improvements including all entitlements, plans and governmental approvals, surveys, contracts, agreements together with all improvements and other rights and appurtenances related to the Land may be referred to as the **"Premises."**

1.2 Landlord and Tenant entered into a Development Agreement for the Courts Housing Project dated April 18, 2012 ("Development Agreement").

1.3 If financing for the construction or operation of the Improvements, as defined below, is obtained from the U.S Department of Housing and Urban Development ("HUD") by the Tenant, or if HUD is the insurer of the loan obtained for the financing and construction of the Improvements, the terms and conditions set forth in the HUD Lease Addendum attached hereto as Exhibit "B" shall become applicable and, if there is any conflict between the terms or conditions of this Lease and the HUD Lease Addendum, the terms and conditions of HUD Lease Addendum shall supersede and control.

ARTICLE II
Term and Possession

2.1 Possession. Landlord shall deliver possession of the Premises on the Commencement Date.

2.2 Commencement Date. The Commencement Date shall be the date of the Closing. Closing, for purposes of this Lease, is the date that a deed of trust is recorded by a commercial construction lender providing construction financing, the terms and conditions of which are approved by the Landlord, to construct the Improvements defined herein. Provided, however, that (i) Tenant must receive an allocation of tax credits from the California Tax Credit Allocation Committee ("CTCAC") on or before _____ and (ii) Closing must occur on or before _____, otherwise this Lease shall terminate automatically and without notice.

2.3 Term. The force and effect of this Lease shall begin on the Effective Date and the Lease shall expire ninety nine (99) years after the Commencement Date, unless sooner terminated by any provision hereof.

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ARTICLE III
Rent

3.1 Rent.. Beginning on the Rent Commencement Date (defined below) Tenant covenants and agrees to pay to Landlord initial rent for the Premises in the sum of Seven Thousand and 00/100 Dollars ($7,000.00) per year, which sum shall be paid on the first business day of each calendar year. If the Rent Commencement Date commences on a day other than the first business day of a calendar year, Tenant shall pay on the Rent Commencement Date rent in advance for such fractional year prorated based upon the remaining days in such fractional year as compared to 365 days in one year. For purposes of this Lease, the **"Rent Commencement Date"** shall be the Commencement Date.

3.2 Intentionally Deleted

3.3. Reappraisal of Rent. If for any reason during the Term (i) if this leasehold is no longer subject to a security instrument insured, reinsured, or held by HUD or given to HUD in connection with a resale, or the Property is not acquired and held by HUD because of a default under the security instrument, and (ii) the Project no longer qualifies as low income housing under Internal Revenue Code Section 42 et seq., and (ii) there are no rent affordability restrictions encumbering the Premises (collectively, "Rent Restriction Clearance") then the rent for the Premises shall be adjusted as determined below.

A. Fair Market Rent. Within thirty (30) days from the date of the Rent Restriction Clearance ("Rent Restriction Clearance Date"), the parties shall agree to the fair market rental value of the Premises. If the parties cannot so agree, they shall submit such question to arbitration, each party selecting one arbitrator and the two arbitrators selecting a third. The arbitrators shall have fifty (50) days within which to determine, in writing, the question of the fair market rental value of the Premises. Upon written announcement of the arbitrators' decision, the decision shall be the new rent for purposes of this Lease, effective on the date of the first rent installment due after the Rent Restriction Clearance Date. The rent for the Premises shall be adjusted to its fair market rental value upon the termination of each five (5) year period from the Rent Restriction Clearance Date pursuant to the requirements of this Section.

B. Consumer Price Index. Upon each yearly anniversary of the Rent Restriction Clearance Date ("Adjustment Date"), but excluding each anniversary upon which rent is adjusted to the fair market rental value pursuant to Section 3.3 (A) above, rent shall be adjusted as follows.

1. The base for computing the adjustment is the Consumer Price Index, All Items, U.S. City Average for All Urban Consumers, 1982-1984 equals 100, for the Los Angeles/Riverside/Orange County metropolitan area, published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), that is published most immediately preceding the Effective Date ("Beginning Index"). On each Adjustment Date, the minimum monthly rent for the following year until the next rent adjustment will be set by multiplying the existing monthly rent by a fraction, the numerator of which is the Index published most immediately preceding the Adjustment Date in question and the denominator of which is the Beginning Index.

2. In no event, however, may the minimum monthly rent be less than the monthly rent in effect immediately before the Adjustment Date then occurring.

3. If the Index is changed so that the base year differs from that in effect when the term commences, the Index will be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term, the other government index or computation with which it is replaced will be used to obtain substantially the same result that would be obtained if the Index had not been discontinued or revised. If there is no replacement index, then the parties shall agree on a mutually acceptable substitute index.

3.4 Payment Of Rent. Tenant will pay or cause to be paid said rent and additional rent in lawful money of the United States of America at the times and in the manner aforesaid, without any deduction and without any notice or demand, at the office of Landlord or Landlord's duly designated agent.

ARTICLE IV
Condition of Premises

4.1 Definitions.

A. "Environmental Laws" means any and all Federal, State, county and local laws, regulations, statutes codes, rules, resolutions, directives, orders, executive orders, consent orders, guidance from regulatory agencies, policy statements, judicial decrees, ordinances, or any judicial or administrative interpretation of, any of the foregoing, pertaining to the protection of land, water, air, or the environment whether now or in the future enacted, promulgated or issued and applicable to the Premises.

B. "Hazardous Substances" includes any substances, chemicals, materials or elements that are defined as "hazardous" or "toxic," otherwise regulated by any Environmental Laws. The term "Hazardous Substances" shall also include, without limitation, any substance, chemical, material, or element (i) defined as a "hazardous substance" under the *Comprehensive Environmental Response, Compensation and Liability Act of 1980* (42 USC §§ 9601, *et seq.*), as amended by the *Superfund Amendment and Reauthorization Act of 1986,* and as further amended from time to time and regulations promulgated thereunder; (ii) defined as a "regulated substance" within the meaning of Subtitle I of the *Resource Conservation and Recovery Act* (42 USC §6991-6991(i)), as amended from time to time and regulations promulgated there under; (iii) designated as a "hazardous substance" pursuant to Section 311 of the *Clean Water Act* (33 USC §1321), or listed pursuant to Section 307 of the *Clean Water Act* (33 USC § 1317); (iv) defined as "hazardous," "toxic," or otherwise regulated under any Environmental Laws adopted by the state in which the Land is located, or its agencies or political subdivisions; (v) which is petroleum, petroleum products or derivatives or constituents thereof; (vi) which is asbestos or asbestos-containing materials; (vii) the presence of which requires notification, investigation or remediation

under all Environmental Laws or common laws; (viii) the presence of which on the Land poses or threatens to pose a hazard to the health or safety of persons on or about the Land; (ix) which is urea formaldehyde foam insulation or urea formaldehyde foam insulation-containing materials; (x) which is lead-based paint or lead-based paint-containing materials; (xi) which are polychlorinated biphenyls or polychlorinated biphenyl-containing materials; (xii) which is radon or radon-containing or producing materials; or (xiii) which by any laws of any governmental Landlord requires special handling in its collection, storage, treatment or disposal.

C. "Prohibited Substance" means any of the following:

a. Asbestos or asbestos-containing material or polychlorinated biphenyl material, or

b. Hazardous substances or hazardous waste as defined under any federal, state or local law, that may require remediation under applicable law (other than quantities or such substances, including gasoline, diesel fuel and the like as are customary and necessary to prosecute construction), or

c. Soil containing volatile organic compounds other than "clean fill" that contains volatile organic compounds in amounts not prohibited by federal, state, or local law or regulation.

4.2 Environmental Responsibilities of the Landlord and Tenant.

A. Covenant Regarding Prohibited Substances.

1. Neither any Tenant nor the Landlord and its commissioners, directors, officers, agents and employees shall, in regard to this Lease, bring onto the Land any Prohibited Substance.

2. The defaulting party shall each be liable for the consequences of, and responsible for proper removal and lawful disposal, at its sole expense, of any Prohibited Substances brought onto the site resulting from a default under this Section.

B. Pre-Existing Conditions. Except in the event of a default by Tenant under Section 4.2(A) hereof, Tenant shall not be liable for environmental conditions that existed or arose on the Land before the Commencement Date, and the Landlord shall, to the extent permitted under State and federal law, indemnify, defend and hold harmless Tenant and its members, officers, and its and their affiliates from any loss, cost, damage, claim, demand, suit, liability, judgment and expense (including reasonable attorney fees actually incurred and other costs of litigation) arising out of any environmental conditions that existed or arose on the Land before the Commencement Date.

C. Environmental Conditions.

1. The Landlord is responsible to submit all required documents to HUD and any other governmental entity, as required by applicable law and regulation, for environmental review on the Land, except that the Tenant shall be responsible for any environmental review related to its funding applications and commitments. The Landlord is responsible for any environmental testing required for such review(s).

2. The Tenant covenants and agrees to indemnify, defend and hold the Landlord free and harmless from and against any and all losses, liabilities, penalties, claims, fines, litigation, demands, costs, judgments, suits, proceedings, damages, disbursements or expenses (including reasonable attorneys' fees) which may at any time be imposed upon, reasonably incurred by or asserted or awarded against the Landlord in connection with or arising from:

   a. The existence of any Prohibited or Hazardous Substance placed on, in, or under all or any portion of the portions of the Land on or after the Commencement Date by Tenant, except for violations of which the Landlord had actual knowledge and failed to disclose to Tenant.

   b. Any violation of Environmental Laws by Tenant at or relating to any portion of the Land that arises out of their respective acts or omissions, or conditions existing on or after the Commencement Date by Tenant, except for violations of which the Landlord had actual knowledge and failed to disclose to Tenant.

4.3 Environmental Responsibilities of the Landlord. The Landlord covenants and agrees with the Tenant that the Landlord will be responsible for any and all costs, damages and other liabilities in connection with or arising from:

A. The existence of any Prohibited Substances or Hazardous Substances first placed on, in, or under all or any portion of the Land prior to the Commencement Date, other than by any Tenant, and other than as set forth in Section 4.2 herein;

B. Any violation of Environmental Laws at or relating to a portion of the Land which arises out of conditions existing prior to the Commencement Date covering such portion of the Land other than violations by or arising out of or resulting from the actions or omissions by Tenant, except for violations of which the Landlord had actual knowledge and failed to disclose to Tenant.

Article V
Landlord Responsibilities

5.1 General Responsibilities of the Landlord. The Landlord shall be responsible for such services as described in this Article V and in the Development Agreement. The Landlord shall promptly review any matter submitted to it and advise the Tenant of its approval or non-approval as

more specifically described in the Development Agreement. The Landlord's approval of any matter required under this Lease shall not be unreasonably withheld, conditioned or delayed.

5.2 Access to Land. Prior to the Closing, the Landlord shall provide the Tenant full and complete access to the Land including rights of way and easements for access thereto, needed to accomplish the work for the Improvements, subject to the environmental matters set forth in Article 4 herein, and pursuant to a site access agreement, if required by the Landlord. If Closing cannot occur within 120 days of the tax credit award, the Landlord agrees to enter into with Tenant a reasonable license agreement, subject to any required HUD approvals, to access the Land for purposes of commencing construction as required by the CTCAC in connection with the tax credits for the Improvements.

5.3 Relationship with HUD and Improvements Support. If applicable as a result of financing for the project being obtained from HUD:

A. The Landlord shall be in contract with HUD and, in that capacity, will have primary and direct responsibility for contact and communication with HUD on any and all matters relating to the Improvements.

B. The Landlord shall provide assistance for the Improvements with local agencies, HUD, lenders, and other applicable parties and will agree to reasonable requirements imposed on the Improvements by any lenders and equity investors investing in the Improvements. The Landlord shall provide, to the extent appropriate, assistance requested by the Tenant in obtaining licenses, approvals, clearances, or other cooperation from local, state, and federal agencies, the Mayor's Office, the City Council, and other public governing bodies; however, the Tenant shall have the primary responsibility for obtaining such approvals except as otherwise provided herein.

5.4 Execution of Documents. The Landlord shall maintain and be the sole Landlord for the execution of documents required of the Landlord pursuant to 24 CFR §941, Subpart F. Whenever statute or regulation or this Lease requires the Landlord to take actions or execute documents to accomplish the work for the design and construction of the Improvements, the Landlord will do so promptly, so as not to impede the orderly progress of the work, provided however that actions that require approval by the Landlord Board shall have until after the next regularly scheduled meeting of the Landlord Board to take such actions or execute such documents.

ARTICLE VI
Uses and Purposes; Development of Land

6.1 Development of Land. Tenant will use and allow the use of the Premises only for purposes of constructing, operating and maintaining an affordable multifamily rental housing apartment complex ("Improvements"), but otherwise, the Tenant shall have the right to use the Land for any lawful purpose, and without limiting the generality of the foregoing, Tenant shall have the right at all times during the term of this Lease to place and construct upon, under or over the Land such buildings, structures and other improvements as it may elect for the commercial, industrial or residential development and use of the Land. In connection therewith, Tenant shall have the right to excavate and remove soil and earth therefrom, to grade the Land, to add additional soil and earth thereto, and to generally do such other things to the Land and Improvements from time to time as

may be necessary and desirable in Tenant's judgment, in order to develop, improve and use the Land, all conditioned upon Tenant's compliance with all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the development of the Land by Tenant, as herein provided, and also subject to regulations relating to the use of the Land and Improvements, and any covenants, conditions and restrictions of record.

6.2 Design Process.

A. The Tenant shall further require, by contractual obligation, the appropriate licensure and insurance for professional liability by the architect retained by the Landlord related to the design and construction of the Improvements ("Principal Architect") and any consultant, design professional, construction professional or other professional or contractor engaged by Tenant ("Subcontractor") that provides services for mechanical, electrical plumbing, engineering, architectural services, civil and structural engineering, and landscape architecture, regardless of whether the Subcontractor is retained directly by the Tenant or indirectly through a Principal Architect.

B. The Tenant shall develop plans and specifications for the Improvements that includes, at minimum: (i) the number, type and bedroom distribution of the units to be constructed in the Improvements; (ii) incorporate green building practices; (iii) provide quality public space; and (iv) a general schematic site plan. The Tenant shall submit the proposed plan to Landlord for review. The Tenant shall reasonably consider proposed corrections, as requested by the Landlord. If required, plans and specifications for the Improvements will be submitted to HUD for approval.

C. The Tenant shall cause the Improvements to be designed in material compliance with all applicable Federal, state, county and local laws, codes, ordinances, rules and regulations.

6.3 Documents, Drawings and Materials. The Tenant shall submit all required drawings to the City of Oxnard as necessary in order to obtain the requisite approvals and permits for the construction of the Improvements.

6.4 Survey. The Tenant shall have a survey of the Land prepared and certified in connection with the Improvements.

6.5 Demolition. The Tenant shall be responsible for necessary demolition of all buildings on the Land prior to construction of the Improvements. The Tenant shall keep Landlord informed of its progress, any conditions it encounters that impact the agreed-upon schedule milestones for the Improvements, the budget for construction of the Improvements, or both, and any need for additional activities or expenses that were not planned or budgeted. The Tenant shall not be responsible for any costs associated with the Landlord's development of property contiguous to the Land.

6.6 Inspections by the Tenant. The Tenant shall cause the Principal Architect to guard against defects and deficiencies in design and construction.

A. The Tenant shall be entitled to order the general contractor ("Construction Manager") to stop work, or any portion thereof, and direct special inspection or testing of such work, which in the Tenant's reasonable judgment may not be in

accordance with the provisions of the Construction Documents, as defined below, whether or not such work is fabricated, installed or completed.

B. The Tenant shall cause the Principal Architect, or other qualified licensed architect, to conduct monthly inspections of the work of the Construction Manager and shall verify, using AIA G-702 or other form approved by the Tenant, that the work for the Improvements is being performed in accordance with the Construction Documents. The Principal Architect, or other qualified licensed architect, shall inspect all work not less than monthly during the entire duration of construction activities.

6.7 Permits and Compliance with Laws.

A. Obtain Permits and Other Approvals. The Tenant shall diligently and in good faith pursue such actions as may be necessary or appropriate to obtain all construction permits, licenses, easements and approvals necessary from any governmental agency to obtain, establish, or construct the Improvements, including on-site and off-site utilities necessary for the Improvements, and roads, transportation, and other facilities or physical improvements contemplated by the construction documents (**"Construction Documents"**). The Tenant shall use commercially reasonable efforts to, on an ongoing and timely basis, advise the Landlord as to the status of the processing of all applications necessary to obtain all governmental approvals the Tenant is required to obtain in accordance with this Lease. The Tenant shall advise the Landlord of any hearings regarding matters described in this Section with sufficient advance notice to enable the Landlord to elect to attend such hearings. The Tenant shall use commercially reasonable efforts to, on an ongoing and timely basis, advise the Landlord as to the status of the processing of the building permit or permits. Construction shall not proceed before issuance of applicable permits.

B. Compliance with Laws and Permits. The Tenant shall cause the Improvements to be designed and constructed in material compliance with all applicable Federal, state, county and local laws, codes, ordinances, rules and regulations.

6.8 Procurement of Goods and Services By Tenant.

A. The Tenant and the Landlord acknowledge that 24 CFR Part 85, as amended in subpart F of 24 CFR Part 941, which applies to the Landlord, does not apply to Tenant.

B. Prohibited Arrangements.

1. The Tenant shall not enter into any contract, lease, purchase order or other agreement **("Arrangement")** in connection with the Improvements with any party controlling, controlled by or under common control of the Tenant (an **"Affiliate"),** unless such Arrangement has been approved in writing by the Landlord, which consent shall not be unreasonably withheld or conditioned, after full disclosure in writing by the Tenant to the Landlord of such affiliation or relationship and all details relating to the proposed Arrangement.

2. The terms of any such Arrangement must conform to the applicable requirements of the Landlord, HUD, and this Lease.

C. Wage Rates. To the full extent required by all applicable State and Federal laws, rules and regulations, if any, Tenant and its contractors and agents shall comply with California Labor Code Section 1720 ***et seq.,*** the Davis-Bacon Act, and the regulations adopted pursuant to each of them, as the same may be applicable to the design and construction of the Improvements ("Prevailing Wage Laws").

6.9 Construction.

A. Tenant Responsibilities. The Tenant shall be responsible for the construction and completion of the Improvements in accordance with this Lease, the Development Agreement and the Construction Documents.

B. Payment and Performance Bonds. The Tenant covenants that it shall obtain 100 percent (100%) performance bonds, material payment bonds, and labor payment bonds from the Construction Manager.

C. Monitoring Performance of Contractors. The Tenant shall monitor the performance of all persons and entities that provide materials, equipment or services to the Improvements and the Tenant shall take such actions as are reasonably necessary or required by the Landlord to maintain adherence to quality standards, safety standards, production schedules, shipping dates, and job-site requirements contemplated herein. The Landlord, however, shall take such actions as are reasonably necessary or required if the Tenant fails to do so.

1. Onsite Management. The Tenant, at a minimum, shall have a competent Project Manager responsible for construction activities on the Land on-call at all times and on-site, as needed on a regular basis, through completion of the Improvements. The Tenant shall first obtain Landlord approval if the Project Manager will not be a full-time equivalent employee of the Construction Manager, and the Landlord shall not unreasonably deny, condition or withhold its approval.

2. Onsite Staffing. The Tenant shall require that the Construction Manager maintain adequate and proper staffing throughout the construction phase of the Improvements.

D. Monitoring Project Scheduling. The Tenant shall take all steps reasonably necessary to enable the Improvements to progress in accordance with the deadlines established in the schedule of construction of the Improvements, this Lease, the Development Agreement and the Construction Documents, subject to the extension of such deadlines as provided herein.

E. Monitoring Construction Budget. During the course of construction of the Improvements, the Tenant shall monitor the approved Construction Budget, as defined in the Development Agreement. The Landlord shall be notified of all change orders under the Construction Documents, and shall have approval rights, not to be unreasonably withheld, conditioned or delayed for any change orders requiring the approvals of any construction lenders.

F. Materials. Storage of Purchased Items, and Security. All equipment, material, and articles furnished under this Lease shall be in accordance with the Construction Documents, unless otherwise specified herein or specifically approved by the Landlord.

1. Tenant shall or shall cause the Construction Manager to inspect all equipment, materials, and articles obtained under this Lease or the Construction Documents.

2. Tenant shall cause the Construction Manager to monitor the delivery of, and, if necessary, arrange storage, protection and security for all materials, systems and equipment that are to be used in the construction of, or incorporated into, the Improvements.

3. The Tenant shall require the Construction Manager to provide reasonable security under the circumstances for the Land, including, without limitation, prevention of trespassing and dumping, and to provide and maintain secure fencing, as necessary, around the Improvements and its components.

G. Construction Progress Reports. Tenant shall record the progress of the Improvement's construction and submit in the monthly status report to the Landlord, as set forth herein and in the Development Agreement, information on the status of the activities of the Construction Manager, the percentage of work the Construction Manager has completed, and the purpose, status, and dollar value of all proposed change orders, approved change orders, or both.

1. In addition, Tenant shall consult with the Landlord on a periodic basis, schedule to be determined jointly as circumstances may warrant, to keep the Landlord fully informed at all times of the status of construction.

2. If Tenant becomes aware of any material fault or defect in the Improvements efforts or material nonconformance with the Construction Documents, then Tenant shall give prompt notice thereof to the Landlord.

H. Document Records. Tenant shall retain the Construction Documents for the Improvements. Tenant shall also retain all construction records, including all plans, contracts, shop drawings, samples, purchase orders, applicable handbooks, technical standards and specifications, and manuals related to the Improvements. Tenant shall make all such materials available for inspection by the Landlord upon reasonable advance written notice.

I. Right of Entry by the Landlord. The Landlord reserves for itself, its authorized agents, HUD (if required), and its authorized agents the right to enter and inspect the Land and any work in progress thereon during regular business hours, with reasonable notice to Tenant, for the purpose of protecting or furthering the Landlord's interests under this Lease. The Landlord, however, shall have no obligation to make any such inspection.

1. Entry and the conduct of such inspections shall not interfere unreasonably with Tenant's construction of the Improvements. HUD (if required) and the Landlord, and their agents and representatives shall abide by all reasonable safety and security measures imposed by Tenant.

2. Such inspections are for the Landlord's information only and the Tenant shall not be relieved of its obligation to complete the Improvements in accordance with this Lease or the Construction Documents. The Landlord's inspection of the work shall neither be deemed acceptance of any or all of the work, equipment, or materials, nor does inspection waive any right the Landlord has under this Lease, subsequent loan documents or both.

J. Substantial Completion Inspection. Substantial Completion means that time in the construction process at which the Principal Architect or the architect retained by the Tenant certifies that the Improvements are substantially complete in accordance with the Construction Documents and the Tenant receives a temporary or final certificate of occupancy, or its equivalent, issued by the appropriate local governmental entity. Upon Substantial Completion of the Improvements, the Tenant, the Landlord and the Principal Architect shall inspect the work to determine and record the condition of the units (i.e., develop a "punch list"). The Landlord shall notify the Tenant of such inspection not less than five (5) days prior, and shall allow the Tenant's representatives to accompany it on any such inspection. The Tenant shall require the Construction Manager to replace or correct work that does not conform to the Contract Documents in any material respect.

K. Cost Certification. Upon Substantial Completion and the subsequent inspection of the Improvements, the Tenant shall complete a cost certification that complies with the standards of the CTCAC and HUD, if required.

6.10 Improvements Cost Savings. The Parties agree that any cost savings achieved by the Tenant or its Subcontractors in the diligent and good faith execution of any and all components of the Improvements except design, engineering, demolition and remediation including, but not limited to the construction, lease-up marketing and financing **("Improvements Cost Savings")** shall first be applied to pay back any loans or advances made by Tenant, then to any other shortfalls of the Improvements budget, then shall be utilized for any betterments approved by the Landlord in future phases of the Improvements, as needed.

ARTICLE VII
Real and Personal Land Taxes

7.1 Tenant to Pay all Real and Personal Land Taxes. Tenant agrees to pay and discharge, as additional rent for the Land and Improvements during the entire term of this Lease, before delinquency, all taxes, assessments, increases in taxes due to reassessments caused by Tenant, including, but not limited to Tenant's demolition of existing improvements and construction of the Improvements on the Land, water rents, sewer rentals, utility rates and fees, levies or other charges of any kind which are or may during the term of this Lease be levied, charged, assessed, reassessed or imposed upon or against the Land and Improvements thereon which are now or hereafter located thereon, or against any legal or equitable interest of Landlord in the Land or Improvements, or against any of Tenant's personal

property now or hereafter located thereon, or which may be levied, charged, assessed or imposed upon or against the leasehold estate created hereby, or which may be levied upon or measured by the rental payable hereunder, or other income therefrom, including without limitation, any gross receipts tax levied by the City of Oxnard, State of California, the federal government, or any other governmental body with respect to receipt of such rental by Landlord, or as against Landlord's business of leasing the Land and Improvements, or any additional tax, the nature of which was previously included within the definition of real property tax, as used by the assessor for the County of Ventura. All taxes, assessments and other charges covered by this Article VII shall be prorated between Landlord and Tenant as of the Commencement Date and expiration dates of the Lease term. If at any time during the term of the Lease any tax, assessment or other charge is levied for a benefit which shall have a useful life longer than the remaining Lease term, and if the law permits the payment of any such tax, assessment or other charge, in installments (whether or not interest accrues on the unpaid balance) such tax, assessment or other charge shall be paid in installments, with Tenant paying such installment during the term of this Lease and Landlord paying any installments thereafter.

7.2 Tenant Not Obligated to Pay Certain Taxes of Landlord. Anything herein to the contrary notwithstanding, Tenant shall not be required to pay pursuant to this Article VII any franchise, capital levy or transfer tax of Landlord, or any income, profits, or excess profits tax, or any tax which may, at any time during the term of this Lease, be required to be paid on any gift, or demise, deed, mortgage, descent or other alienation of any part of all of the estate of Landlord in and to the Land and Improvements which are now or hereafter located thereon.

7.3 Tenant to Furnish Landlord Evidence of Payment of Taxes. Tenant shall furnish to Landlord, upon request, receipts or other appropriate evidence establishing payment of any taxes, assessments or other charges required to be paid hereunder by Tenant.

7.4 Tenant to Pay Personal Land Taxes. Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained on the Land and Improvements. When possible, Tenant shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Landlord. If any of Tenant's said personal property shall be assessed with Landlord's real property, Tenant shall pay the taxes attributable to Tenant prior to the delinquency date for payment of such taxes, provided that Landlord shall, a reasonable time prior thereto, provide Tenant with a written statement setting forth the taxes applicable to Tenant's property, and an explanation of Landlord's method of computation thereof.

7.5 Tenant's Right to Contest. Tenant, at its sole cost and expense, may contest the legal validity or amount of any taxes, assessments or charges for which Tenant is responsible under this Lease, and may institute such proceedings as Tenant considers necessary. If Tenant contests any such tax assessment or charge, Tenant may withhold or defer payment or pay under protest, but shall protect Landlord and the Land and Improvements from any lien by adequate surety bond or other appropriate security.

ARTICLE VIII
Maintenance, Repairs and Alterations

8.1 Landlord Released From Obligation to Make Repairs. Landlord shall not be required to make any changes, alterations, additions, improvements or repairs, in, on, under or about the Land or Improvements from time to time constructed or placed thereon. It is intended by the parties hereto that, except as provided herein, Landlord shall have no obligation in any manner whatsoever to

repair and maintain the Land or any Improvements, nor the equipment or appliances therein, whether structural or nonstructural, all of which obligations are intended to be that of Tenant. Tenant expressly waives the benefit of any statute now or hereinafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense, or to terminate the Lease because of Landlord's failure to keep the Land or Improvements in good order, condition and repair.

8.2 Tenant's Obligation to Repair. Tenant agrees that it will at all times during the term of this Lease, at its sole cost and expense, keep and maintain the Land and Improvements thereon, and all facilities appurtenant thereto, in good order and repair and safe condition, and the whole of the Land, Improvements and landscaping in a clean, sanitary, orderly and attractive condition, and free from weeds. Tenant shall make any and all additions to or alterations or repairs in and about and under the Land and Improvements which may be required by, and otherwise observe and comply with all public laws, ordinances and regulations from time to time applicable to the Land and Improvements, and Tenant shall indemnify and save harmless Landlord from and against all actions, claims and damages by reason of Tenant's failure to comply with and perform the provisions of this paragraph.

8.3 Landlord's Option to Make Repairs at Tenant's Expense. If Tenant fails to perform Tenant's obligations under this Article VIII, Landlord may, at its option, enter upon the Land and the Improvements, after thirty (30) days' prior written notice to Tenant, stating the specific failure of Tenant under this Article VIII, and provided that Tenant has not theretofore cured such failure, put the same in good condition and repair, and the cost thereof, together with interest thereon at the maximum rate provided by law, shall become due and payable as additional rent to Landlord within thirty (30) days after notice from Landlord of the amount due.

8.4 Waiver of Landlord's Obligation for Tenantability. Tenant waives the provisions of Civil Code §1941 and 1942 with respect to Landlord's obligations for tenantability of the Land and Improvements, and Tenant's right to make repairs and deduct the expenses of such repairs from rent.

8.5 Tenant's Right to Contest Judicial or Administrative Procedure. Tenant has the right to contest by appropriate judicial or administrative proceedings, without cost or expense to Landlord, the validity or application of any law, ordinance, order, rule, regulation or requirement (hereinafter called "law") that Tenant repair, maintain, alter or replace the improvements on the Land in whole or in part. In the event that any such contest is finally determined in a manner adverse to Tenant, Tenant shall undertake such repairs, maintenance, alterations or replacements to or of the Land and Improvements as is required by such law. Tenant agrees to indemnify and hold Landlord harmless from and against any and all liability that Landlord may sustain by reason of Tenant's failure or delay in complying with the law. Landlord may, but is not required to contest any such law independently of Tenant. Landlord may, and on Tenant's notice of request, shall join in Tenant's contest.

8.6 Improvements Required By Law. Tenant will at Tenant's own expense during the whole of said term make, build, maintain and repair all fences, sewers, drains, roads, curbs, sidewalks and other areas which may be required by law to be made, built, maintained and repaired upon or adjoin or in connection with or for the use of the Premises or any part thereof.

8.7 Ownership of Improvements. Tenant shall own in fee simple the Improvements, including all buildings, fixtures and real property improvements which are now or hereafter situated on the Premises; provided that Tenant, for itself and its successors and assigns, covenants that the Improvements, including buildings, fixtures and real property improvements, shall not be separated from the Premises. During the term of this Lease, Landlord and Tenant acknowledge that Tenant shall be

entitled to all federal income tax attributes attributable to ownership of improvements now existing or hereafter constructed on the Premises by Tenant, including the right to claim depreciation or cost recovery deductions and the right to claim any federal tax credits arising from ownership of the improvements made to the Premises. Landlord agrees not to file tax returns inconsistent with this Section.

Article IX.
Indemnification

9.1 Generally.

A. Tenant Indemnity. Tenant shall indemnify, defend and hold harmless the Landlord and its respective commissioners, directors, officers, agents and employees hereunder from any loss, cost, damage, claim, demand, suit, liability, judgment and expense (including reasonable attorney fees actually incurred and other costs of litigation) arising out of or relating to any injury, disease, or death of persons, or damage to or loss of property resulting in whole or in part from any material breach of this Lease or intentional bad acts by Tenant or its member entities, agents, employees, and Subcontractors arising or occurring after the Effective Date.

B. Landlord Indemnity. The Landlord shall indemnify, defend and hold harmless the Tenant and its members, officers, and their affiliates from any loss, cost, damage, claim, demand, suit, liability, judgment and expense (including reasonable attorney fees actually incurred and other costs of litigation) arising out of or relating to any injury, disease, death of persons, or damage to or loss of property resulting in whole or in part from any material breach of this Lease or intentional bad acts by the Landlord, its respective commissioners, directors, officers, agents and employees arising or occurring after the Effective Date.

9.2 Survival. Tenant's and the Landlord's respective obligations under this Article 9 shall survive termination of this Lease.

ARTICLE X
Insurance

10.1 Tenant Shall Maintain General Liability Insurance. Tenant shall, at Tenant's expense, obtain as of the Effective Date and keep in force during the term of this Lease a policy of the following insurance, insuring Landlord and Tenant against liability arising out of the ownership, use, occupancy, maintenance of the Land and Improvements:

A. Commercial General Liability Insurance, or equivalent, with limits of not less than one million dollars ($1,000,000.00) per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability and Excess and Umbrella liability coverage with limits of not less than five million dollars ($5,000,000) aggregate and per occurrence. The Landlord is to be named as an additional insured on a primary non-contributory basis for any liability arising directly or indirectly for the services contemplated by this Lease; and

B. Comprehensive Auto Liability Insurance (Primary and Umbrella) that covers bodily injury and property damage with a minimum coverage limit of one million

dollars ($1,000,000) per occurrence combined single limit, for all owned, hired, and non-owned vehicles in connection with the services to be performed; and

C. Worker's Compensation and Occupational Disease Insurance in accordance with the laws of California.

10.2. Builder's Risk Insurance. As of the Commencement Date and during the period of the construction of the Improvements upon the Land, Tenant shall, at its sole expense, obtain and keep in force builder's risk insurance, insuring Tenant, Landlord, and such other parties as Tenant may designate as an additional insured hereunder, against all risks of physical loss and/or damage from any cause (exclusive of earthquake and subject to usual policy exclusions) to all buildings, structures, materials and real property to be improved, located on or forming a part of the Premises under improvement.

10.3 Insurance Endorsement. With respect to Sections 10.1 and 10.2 above, these policies shall be endorsed to name the Landlord, its Commissioners, officers, employees, agents and named volunteers and the City of Oxnard, its City Council, officers, employees, agents and volunteers as additional insured's and as loss payees.

10.4 Insurance Policy Requirements. To the extent eligible, Tenant agrees to implement a General Liability Wrap-Up Insurance Program for the insurance required under this Article IX. All insurance shall be carried with companies selected by the Tenant that are authorized to do business in California and rated B++ or higher by A.M. Best with a financial size category rating by A.M. Best of VII or higher, provided that if such insurance company is rated by A.M. Best lower than A, or if it has a financial size category rating by A.M. Best of lower than X, then such insurance company must carry reinsurance with a reinsurance company rated A or higher by A.M. Best with a financial size category rating by A.M. Best of XII or higher. With respect to policies described in this Section:

A. The appropriate policies under this Section must be in place before the Date of Entry and in-force insurance is a condition precedent to all applicable contracts executed pursuant to this Lease;

B. The Tenant shall provide the Landlord with a Certificate of Insurance as evidence of the limits and coverages described above, which shall be acknowledged and accepted by the Landlord by issuing a notice of acceptance; and which shall affirmatively state that:

1. When appropriate, the coverage is written on an occurrence form;

2. Where required by this Lease, the Landlord is named as an additional insured and loss payee here and on the insurance held by all material Subcontractors; and

3. On all property insurance policies, subrogation is waived.

C. In the event that the Tenant's insurance is scheduled to expire during the execution of this Lease, the Tenant shall provide the Landlord with copies of renewal certificates 30 days prior to the expiration date of the expiring coverage;

D. The insurance contracts shall require the insurance company to provide the Landlord with thirty days (30 days) prior written notice of a substantial change, cancellation or non-renewal in coverage during the policy term;

E. The policies must be placed with such companies, on such conditions, and with such beneficial interest appearing thereon as shall be reasonably acceptable to the Landlord; and

F. The Tenant shall require all material subcontractors to carry the appropriate insurance, or the Tenant may provide the coverage for any or all Subcontractors, and if so, the Tenant's insurance should so stipulate.

10.5 Claims. In the event of a claim that takes place because of this Lease, the Tenant shall notify the Landlord within thirty (30) days following discovery of the claim by the Tenant. In addition, the Tenant shall investigate and furnish the Landlord with reports of all accidents, claims and known potential claims for damage or injury and shall cooperate with its insurers and those of the Landlord.

10.6 Landlord Insurance. The Tenant understands and agrees that any insurance or self-insurance program maintained by the Landlord shall apply in excess of, and not contribute with insurance provided by the Tenant and its Subcontractors under this Lease.

10.7 Damage By Fire Or Casualty. If the Improvements are destroyed or damaged by any cause, Tenant shall notify Landlord within thirty (30) days after the happening of such destruction or damage. If Tenant shall determine such destruction or damage can reasonably be repaired, Tenant shall complete such repairs within a reasonable period after the occurrence of such destruction or damage. If Tenant determines that the destruction or damage of the Premises cannot reasonably be repaired, either party may terminate this Lease upon thirty (30) days' written notice.

ARTICLE XI
Waiver of Subrogation

11.1 Waiver Of Subrogation. Landlord and Tenant hereby waive all rights of subrogation which either has or which may arise hereafter against the other for any damage to the Premises or any other real or personal property or any business caused by perils covered by fire and extended coverage, building, contents and business interruption insurance, or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it; provided, however, that the foregoing waivers do not invalidate any policy of insurance of the parties hereto now or hereafter issued, it being stipulated by the parties hereto that such waiver shall not apply in any case which would result in the invalidation of any such policy of insurance. Each party shall notify the other if such party's insurance would be so invalidated.

ARTICLE XII
Tenant's Right to Hypothecate Leasehold

12.1 Right to Encumber Leasehold. Notwithstanding any other provision of this Lease to the contrary, Tenant shall have the right to execute, acknowledge and deliver an assignment, mortgage, deed of trust or other instrument hypothecating all or any portion of the leasehold interest created hereby to secure any bona fide loan or loans to Tenant or any subtenant; provided, however, that any such encumbrance shall be subject and subordinate to all of Landlord's right, title and interest in and to the Land and Improvements and Landlord's rights under this Lease. Provided, also, that any such

mortgage or deed of trust or assignment shall specifically provide: (i) that in the event of a default by Tenant hereunder, Landlord shall have the right at its option (but shall not be required) to cure such default; and (ii) that no action shall be taken by the lender to foreclose upon any such mortgage or deed of trust or assignment until at least thirty (30) days after such lender shall have notified Landlord in writing of any default by Tenant. The rights of any such encumbrancer shall be subject to all of the terms and provisions of this Lease (as the same may from time to time be amended). The making of any such encumbrance shall not relieve Tenant of any obligation or liability hereunder and shall not render any such encumbrancer liable to perform or satisfy any of the terms or provisions of this Lease unless such encumbrancer acquires, by foreclosure or otherwise, Tenant's leasehold estate, in which case it shall be liable for the performance of the terms and provisions hereof to be performed by Tenant during the period of its holding such leasehold estate. Any purchaser of Tenant's leasehold estate upon foreclosure or under power of sale shall succeed to the rights of Tenant hereunder, including possession of the Land and Improvements, and shall be liable for the performance of the terms and provisions hereof to be performed by Tenant during the period it holds such leasehold estate.

12.2 Termination of Lease Waived if Leasehold Encumbered and Notice Given. Landlord shall not terminate this Lease because of any default or breach hereunder on the part of Tenant, if the holder of any one or more of the trust deeds or mortgages on the leasehold estate has served on Landlord a request for written notice from Landlord of Landlord's intention to terminate this Lease for Tenant's default or breach, and such holder shall within ninety (90) days after service on it of such a notice, either cure such default or breach, if the same can be cured by the payment of money, or if such default or breach is not so cureable and cannot be remedied within said ninety (90) day period, if such encumbrancer, within said period shall (i) commence in good faith to cure such default breach and diligently pursue such cure to completion, and (ii) keep and perform all of the covenants and conditions of this Lease herein provided to be kept and performed by Tenant until such time as Tenant shall cure its defaults hereunder and under said encumbrance or the leasehold hereunder shall be either sold upon foreclosure pursuant to any such mortgage or trust deed or shall be released from said mortgage or reconveyed under said trust deed; provided, however, that if the holder of said mortgage or trust deed shall fail or refuse to comply with any or all of the conditions of this paragraph, Landlord shall be released from the covenant of forebearance herein contained. Tenant shall furnish Landlord at the time of such encumbrance or at the time of any amendment or modification to such encumbrance a complete copy of such encumbrance, together with the address of the encumbrancer. Service of any notice required by this Article to be served upon such encumbrancer at said address and/or at the address contained in the request for notice referred to above, shall be deemed to have been made seventy-two (72) hours after depositing any such notice in the United States mail, so addressed, by certified or registered letter, return receipt requested postage prepaid.

12.3 Disposition of Insurance Proceeds. The mortgage documents shall provide that any proceeds from fire or extended coverage insurance shall be used for repair or rebuilding of the leasehold improvements on the Land and not to repay part of the outstanding mortgage.

12.4 Request for Notice of Default for Landlord's Protection. On recording of the mortgage, Tenant shall, at Tenant's expense, cause to be recorded in the office of the County Recorder where the Land and Improvements are located, a written request executed and acknowledged by Landlord for a copy of all notices of sale under the mortgage, as provided by the statutes of the State of California, provided that HUD shall consent to such recording

12.5 New Lease to Lender. On termination of this Lease by Landlord because of Tenant's default or because Tenant rejects it in bankruptcy or similar proceedings, or on mortgagee's acquisition of the leasehold by foreclosure, Landlord shall upon request enter into a new lease with Mortgagee on the same terms and with the same priority as this Lease covering the Land and Improvements covered by the terminated or foreclosed lease if Lender (i) gives notice of request within ten (10) days after termination or foreclosure; (ii) pays all costs resulting from default and termination; and (iii) remedies all defaults construed as though the lease had, not been terminated. The new lease shall be for the remainder of the term of the terminated or foreclosed lease, effective at the date of termination or foreclosure, at the rent and on the same covenants, agreements, conditions, provisions, restrictions and limitations contained in the terminated or foreclosed lease.

12.6 Landlord's Cooperation. Landlord agrees that it will from time to time during the term of this Lease execute, acknowledge and deliver any instruments reasonably required by any lender or lenders, secured in whole or in part by the leasehold estate, or any part thereof, in order to carry out the terms and provisions of this Article XII, provided that (a) Tenant shall promptly reimburse Landlord for any expenses incurred by Landlord in connection therewith, including, but not limited to Landlord's reasonable attorneys' fees and costs in connection with drafting and negotiating the teens of such instruments, and (b) provided further, that any of such documents do not encumber or affect in any manner, directly or indirectly, Landlord's fee title to the Land and the rights of any lender or lenders of Tenant hereunder in and to the Land and Improvements, including without limitation any right to receive rents, issues and profits thereon which at no time shall be greater than the rights of Tenant hereunder. Landlord may at its election but shall not be required to enter into any non-disturbance or other agreement, or deliver any instrument, which modifies or amends Landlord's rights or obligations under this Lease provided that Tenant shall promptly reimburse Landlord for any expenses incurred by Landlord in connection therewith, including but not limited to Landlord's reasonable attorney's fees and costs incurred by Landlord in connection with the negotiation of the terms of any such non-disturbance or other agreement.

ARTICLE XIII
Assignment and Subletting

13.1 Tenant's Right of Assignment. Tenant shall have the right to assign or otherwise transfer Tenant's interest in this Lease and the estate created by this Lease without Landlord's consent, upon the following conditions.

A. The Tax Credit Compliance Period shall have expired. The Tax Credit Compliance Period means, pursuant to Internal Revenue Code Section 42(j)(1), the period of 15 taxable years, beginning with the first year of the Tax Compliance Period. The first year of the Tax Credit Compliance Period is the first year that the Tenant claims tax credits, which must be either the year the Improvements are placed in service or, at the Tenant's election, the year following the year the Improvements are placed in service; and

B. The Tenant shall provide the Landlord a first right of refusal as follows:

1.1.Notice of Intent to Sell. Should Tenant become desirous of selling, assigning, transferring, or otherwise disposing of this Lease and the estate created by this Lease ("Interest"), Tenant shall first serve written notice on the

Landlord, in the manner prescribed herein of its desire to do so ("Notice"). The Notice must state:

1.1.1.The name and address of the person or entity to which the Tenant intends to sell, assign, or transfer the Interest or any interest therein;

1.1.2. The Interest that the Tenant proposes to sell, assign or transfer;

1.1.3.The price or amount to be paid to the Tenant for the proposed sale, assignment or transfer; and

1.1.4. All other terms and conditions of payment.

1.2. Purchase by Landlord. For forty-five (45) days after receipt of the Notice, the Landlord shall have the option, but not the obligation, to purchase and close Tenant's interest in this Lease and the estate created by this Lease at the lesser of (1) the terms and price stated in the Notice, or (2) the sum equal to the lesser of (i) the outstanding debt owed by the Tenant to lenders, including prepayment penalties or other costs associated with the pay-off of the loans, and vendors, plus the amount of taxes to be incurred by Tenant, if any, as a result of the sale, transfer or assignment, or (ii) the amount permitted by Section 42(i)(7) of the Internal Revenue Code.

1.3. Any transfer under this provision shall be subject to HUD's Transfer of Physical Assets requirements which require in part that the acquiring entity meet HUD's requirement that the owner be a single asset entity. No transfer of any interest in the Project shall be effective prior to such approval by HUD. No Purchaser will take possession of the Project nor assume benefits of Project ownership prior to such approval by HUD.

1.4.Default of Option. Should the Landlord fail to purchase all of the Tenant's interest in this Lease and the estate created by this Lease, as set forth above, Tenant is under no obligation to sell Tenant's interest in this Lease and the estate created by this Lease to the Landlord, but may instead sell, assign or otherwise transfer the Interest to the person or entity specified in the Notice at the price and on the terms and conditions specified in such Notice. Tenant may not, without giving a new notice of its intention to do so, sell, assign or otherwise transfer any or all of the offered Interest to any other person or entity or at any other price or on any other terms and conditions than those specified in the original Notice and the proposed buyer, transferee or assignee shall, in recordable form, expressly assume all the covenants and conditions of this Lease. Any transfer in violation of this section shall be null and void and of no effect.

13.2 Tenant's Right to Sublet. Tenant shall not have the right to sublet all or any part or parts of the Land or any Improvements, or both, unless such sublease is within the intended use of the Improvements such as leasing to tenants.

ARTICLE XIV
Defaults and Remedies

14.1 Events of Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

A. The abandonment of the Land and Improvements by Tenant for more than thirty (30) days;

B. The failure by Tenant to make any payment of rent, or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant;

C. The failure of Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in subparagraph (B) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion;

D. The making by Tenant of any general assignment for the benefit of creditors; (ii) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located in, on, or about the Land and the Improvements, or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located in, on or about the Land and the Improvements, or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

14.2 Landlord's Remedies in the Event of Default. In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach.

A. Terminate Tenant's right to possession of the Land and Improvements by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Land and Improvements to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including but not limited to the cost of recovering possession of the Land and Improvements; expense of re-letting; reasonable attorney's fees; and the worth at the time of award by the court having jurisdiction thereof of (i) the unpaid rent which had been earned at the time of termination, (ii) the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss for the same

period which Tenant proves could have been reasonably avoided, and (iii) the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided. The worth at the time of award of the sums referred to in clauses (i) and (ii) above shall be computed by allowing interest from due date at the maximum rate provided by law. The worth at the time of award of the amount referred to in clause (iii) above shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award, plus one percent (1%).

B. Maintaining Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Land and the Improvements. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

C. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of California.

D. In addition, Landlord agrees that it will take no action to effect a termination of this Lease for any reason, including by reason of any Event of Default or exercise any remedies available to Landlord hereunder or seek indemnification from Tenant (i) at any time that Landlord or an affiliate thereof is a general partner of Tenant or (ii) if Landlord or an affiliate thereof is not a general partner of Tenant, without first giving to RBC Tax Credit Equity, LLC, an Illinois limited liability company (the "Limited Partner"), reasonable time, not to exceed sixty (60) days, to replace Tenant's general partner and/or to admit an additional general partner and cause the new general partner to cure the Event of Default.

14.3 Bankruptcy or Insolvency: Assumption by Trustee.

A. In the event of the filing or commencement of any proceeding by or against Tenant, under the Federal Bankruptcy Code, the duly appointed Trustee, subject to Court approval, shall have the right to assume this Lease subject to its terms and provisions, and provided that the following conditions are first satisfied:

1. The Trustee shall cure the default, or provide "adequate assurance" that the Trustee will promptly cure such default;

2. The Trustee shall compensate or provide "adequate assurance" that the Trustee will promptly compensate the Landlord for any actual pecuniary loss resulting from such default; and

3. Trustee shall provide "adequate assurance" of future performance of the covenants, agreements and obligations of Tenant under the terms of this Lease.

B. For purposes of subparagraph (A) of this section, "adequate assurance" of future performance of the terms and provisions of this Lease, shall include adequate assurance:

1. of the source of the fixed rent and other consideration due under this Lease; and

2. that assumption or assignment of this Lease will not substantially breach any provision hereof

C. The failure by the Trustee in any case under Chapter 7 of the Bankruptcy Code to assume or reject this Lease within sixty (60) days after the order for relief, or within such additional time as the Court for cause within such sixty (60) day period shall fix, shall be deemed a rejection. In a case under Chapter 11 or 13 of the Bankruptcy Code, the Trustee shall retain the right to assume this Lease at any time prior to the confirmation of a plan, subject to a Court Order requiring the Trustee to determine whether to assume or reject this Lease within a specified period of time, not to exceed sixty (60) days. Failure to assume or reject this Lease within said period shall be deemed a rejection.

D. The Trustee acting in accordance with the provisions contained in subparagraph (a) of this section, shall not under any circumstances require Landlord to provide services or supplies incidental to this Lease before any assumption of this Lease, unless Landlord shall be compensated under the terms of this Lease, for any services and supplies provided under this Lease before such assumption.

14.4 Notwithstanding anything to the contrary contained herein, Landlord hereby agrees that any cure of any default made or tendered by one or more of Tenant's limited partners shall be deemed to be a cure by Tenant and shall be accepted or rejected on the same basis as if made or tendered by Tenant. Copies of all notices which are sent to Tenant hereunder shall also be sent to the Limited Partner, care of RBC Tax Credit Equity, LLC at 600 Superior Avenue, Suite 2300, Cleveland, Ohio 44114, Attn: President and General Counsel.

ARTICLE XV
Default by Landlord

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord (except as provided in subparagraph 12.6) and to the holder of any first mortgage or deed of trust covering the Land and Improvements, whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligations; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

ARTICLE XVI
Surrender

At the end of said term or other sooner termination of this Lease, Tenant will peaceably deliver up to Landlord possession of the Premises and shall not be required to remove any improvements from the Premises which Tenant has installed, erected, constructed, or otherwise placed on the Premises.

ARTICLE XVII
Holding Over

If Tenant continues its occupancy of the Premises after the expiration of the term of this Lease or any renewal or extension thereof (or any earlier termination provided or permitted by this Lease) either with or without the consent of Landlord, such tenancy shall be month-to-month only, and not year-to-year or based on any other interval of time. Such continued occupancy shall not defeat Landlord's right to possession of the Premises, and the month-to-month tenancy provided for herein may be canceled at the end of any calendar month upon not less than thirty (30) days' prior written notice from Landlord to Tenant. Except for provisions relating to the term of this Lease, all covenants, provisions, obligations and conditions of this Lease shall remain in full force and effect during such month-to-month tenancy. If tenancy converts to month-to-month pursuant to this Article XVII rent will continue to be paid annually pursuant to Article III hereof. If tenancy is terminated pursuant to this Article XVII before the expiration of a full calendar year rent will be calculated based on the period from the last rent payment date until the date of termination.

ARTICLE XVIII
Condemnation

In case at any time or times during said term the Premises or any part thereof shall be required, taken or condemned by any authority having the power of eminent domain, Tenant shall have the right to terminate this Lease. With regard to any condemnation proceeds, all compensation and damages payable for or on account of any land shall be payable to and be the sole property of Landlord, and all compensation and damages payable for or on account of any improvements shall be payable to and be the sole property of Tenant.

ARTICLE XIX
Arbitration Of Disputes

THIS ARBITRATION OF DISPUTES PROVISION IS ENFORCEABLE IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1, ET. SEQ. THE PARTIES SHALL HAVE THE RIGHT TO CONDUCT DISCOVERY IN ACCORDANCE WITH CODE OF CIVIL PROCEDURE § 1283.05. ANY CLAIM OR CONTROVERSY OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO THE ISSUE OF ARBITRABILITY, ARISING OUT OF OR RELATING TO THIS LEASE, SHALL BE DECIDED BY FINAL AND BINDING ARBITRATION TO BE ADMINISTERED BY (i) JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. (JAMS) OR (ii) SUCH OTHER FORUM FOR ARBITRATION AS LANDLORD AND TENANT MIGHT AGREE UPON, IN ACCORDANCE WITH THE RULES OF PRACTICE AND PROCEDURE THEN IN EXISTENCE FOR JAMS, OR THE ALTERNATIVE IF

SELECTED BY THE PARTIES. THE VENUE FOR SUCH ARBITRATION SHALL BE IN VENTURA COUNTY, CALIFORNIA. A FINAL AND BINDING DETERMINATION OF SUCH UNDERLYING CONTROVERSY, DISPUTE, QUESTION OR ISSUE SHALL BE MADE BY AN ARBITRATION CONDUCTED PURSUANT TO THIS SECTION AFTER AN APPROPRIATE TRANSFER OR REFERENCE TO JAMS UPON MOTION OR APPLICATION OF EITHER PARTY HERETO.

THE ARBITRATOR IS AUTHORIZED TO AWARD ANY REMEDY ALLOWED BY THE APPLICABLE LAW, INCLUDING DAMAGES, PRE OR POST JUDGMENT INTEREST AND ATTORNEYS' FEES AND EXPENSES, AND TO GRANT FINAL OR INTERLOCUTORY RELIEF, INCLUDING TEMPORARY, PRELIMINARY OR PERMANENT INJUNCTIVE RELIEF. NOTWITHSTANDING THIS AUTHORITY, THE ARBITRATOR MAY NOT AWARD PUNITIVE DAMAGES, JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

NOTICE: BY INITIALING THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS LEASE TO NEUTRAL ARBITRATION.

NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS ARTICLE XIX SHALL APPLY TO ANY RIGHTS THAT THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOMENT ("HUD") MAY HAVE UNDER HUD'S LOAN DOCUMENTS; AND PROVIDED, FURTHER, THAT HUD SHALL NOT BE SUBJECT TO ANY REQUIREMENT TO SUBMIT ANY MATTER TO ARBITRATION.

LANDLORD'S INITIAL_____ TENANT'S INITIAL_____

ARTICLE XX
Miscellaneous

20.1 Recording. Upon the execution and delivery of this Lease, the parties shall execute, acknowledge and cause to be recorded a "Short Form Memorandum" of this Lease. Landlord shall pay the

cost of recording such "Short Form Memorandum" of this Lease in the form attached as Exhibit "C" hereto.

20.2 Number and Gender. Words in the singular, plural, masculine, feminine and neuter as used herein shall have the meanings and be construed as required by the context in which they are used herein.

20.3 Notices. Any notice or consent required to be given by or on behalf of either party to the other shall be in writing and shall be deemed effective either (i) one (1) business day after sending by an overnight courier service, (ii) two (2) business days after sending by registered or certified mail, return receipt requested, or (iii) upon personal delivery, addressed to the other party as indicated in this Lease, or at such other address as may be specified from time to time in writing by either party.

Any notice or consent given hereunder by either party shall be deemed effective when mailed as aforesaid, but the time period in which to respond to any notice or consent shall commence to run on the date on which such notice or consent is actually received by the addressee. Refusal to accept delivery shall be deemed receipt thereof.

20.4 Extension of Time. Notwithstanding any provision contained in this Lease, when applicable, Landlord may for good cause shown, allow additional time beyond the time or times specified in this Lease for the Tenant to comply, observe, and perform any of the lease terms, conditions, and covenants.

20.5 Attorneys' Fees. If either party brings an action to enforce the terms hereof of declare rights hereunder, the prevailing party in any such action on trial or appeal shall be entitled to reasonable attorneys' fees to be paid by the losing party, as fixed by the court.

20.6 Parties in Interest. Subject to the provisions of this Lease relating to assignment, subleasing and other transfers of the parties' interests, this Lease shall inure to the benefit of and be binding upon the successors in interest and assigns of the parties hereto.

20.7 Importance of Each Covenant. Each covenant and agreement on the part of one party hereto is understood and agreed to constitute an essential part of the consideration for each covenant and agreement on the part of the other party.

20.8 Severability of Provisions. If any term or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be determined to be invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

20.9 Headings. The headings of each section of this Lease are for convenience of reference only and do not form a part hereof, and they shall not be interpreted or construed to modify, limit, or amplify the intent of such sections.

20.10 Governing Law. This Lease shall be construed and governed by the laws of the State of California. Should any provisions be illegal or not enforceable under the laws of the said State, it or they shall be considered severable, and the Lease and its conditions shall remain in force and be binding upon the parties as though the said provisions had never been included.

20.11 Entire Agreement. This instrument shall merge all undertakings between the parties hereto with respect to the Premises and upon execution by both parties shall constitute the entire lease agreement, unless thereafter modified by both parties in writing.

20.12 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, Tenant and Landlord have executed this Lease under seal as of the date first written above.

TENANT:

UHC 00558 Oxnard, L.P., a California limited partnership

By: UHC 00558 Oxnard Holdings LLC
Its: Co-General Partner

By:_____
David H. Bigley

LANDLORD:

Housing Authority of the City of Oxnard

By:_____
Name: Arturo Casillas, Housing Director

EXHIBIT "A"
Legal Description of Land

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

Lots 1 through 4 inclusive per Tract 5952-1 as filed in Book _____ Pages _____ through _____ inclusive, of Maps. As filed in the Office of the County Recorder, County of Ventura, State of California.

Notwithstanding any other provisions of this ground lease, if and so long as this leasehold is subject to a security instrument insured, reinsured, or held by HUD or given to HUD in connection with a resale, or the Property is acquired and held by HUD because of a default under the security instrument, the following provisions of this Lease Addendum shall be in effect:

a) The tenant is authorized to obtain a loan, the repayment of which is to be insured by HUD and secured by a security instrument on this leasehold estate and the Improvements[1]. The tenant is further authorized to execute all documents necessary as determined by HUD and otherwise to comply with Program Obligations for obtaining such an insured loan.

b) Intentionally Deleted.

c) If approved by HUD, the tenant may convey, assign, transfer, lease, sublease or sell all or any part of its leasehold interest in the Property and its interest in the Improvements without the need for approval or consent by any other person or entity.

d) (i) Insurance policies shall be in an amount, and with such company or companies and in such form, and against such risks and hazards, as shall be approved by lender and HUD.

(ii) The landlord shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by the tenant to lender. The landlord may at its own expense, however, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be furnished by the tenant to lender.

e) (i) If all or any part of the Property or the Improvements or the leasehold estate shall be taken or damaged by condemnation, that portion of any award attributable to the Improvements or the tenant's interest in the leasehold estate or damage to the Improvements or the to tenant's interest in the leasehold estate shall be paid to lender or otherwise disposed of as may be provided in the security instrument. Any portion of the award attributable solely to the underlying fee estate (exclusive of any

[1] **"Improvements"** means the buildings, structures, and alterations now constructed or at any time in the future constructed or placed upon the land, including any future replacements and additions.

Improvements) shall be paid to the landlord. After the date of taking, the annual ground rent shall be reduced ratably by the proportion which the award paid to the landlord bears to the total value of the Property as established by the amount HUD is to pay, as set forth in paragraph (b) of this Lease Addendum.

(ii) In the event of a negotiated sale of all or a portion of the Property or the Improvements, in lieu of condemnation, the proceeds shall be distributed and annual ground rent reduced as provided in cases of condemnation, but the approval of HUD and lender shall be required as to the amount and division of the payments to be received.

f) The landlord may terminate the ground lease prior to the expiration day of the full term of this ground lease (**"Expiration Date"**) after a tenant default under this ground lease (**"Ground Lease Event of Default"**), but only under the following circumstances and procedures. If any Ground Lease Event of Default shall occur, then and in any such event, the landlord shall at any time thereafter during the continuance of such Ground Lease Event of Default and prior to any cure, give written notice of such default(s) (**"Notice of Default"**) to the tenant, lender and HUD, specifying the Ground Lease Event of Default and the methods of cure, or declaring that a Ground Lease Event of Default is incurable. If the Ground Lease Event of Default is a failure to pay money, the landlord shall specify and itemize the amounts of such default. Failure to pay money shall be specified as a separate default and not combined with a non-monetary Ground Lease Event of Default. Within sixty (60) days from the date of giving the Notice of Default to the tenant, the tenant must cure a monetary default by paying the landlord all amounts specified in the Notice of Default and must cure any specified Ground Lease Event of Default that is capable of being cured within such period. During the period of 180 days commencing upon the date Notice of Default was given to lender and HUD, lender or HUD may: (a) cure any Ground Lease Event of Default; and (b) commence foreclosure proceedings or institute other state or federal procedures to enforce lender's or HUD's rights with respect to the leasehold or the tenant Improvements. If the tenant, lender or HUD reasonably undertake to cure any Ground Lease Event of Default during the applicable cure period and diligently pursues such cure, the landlord shall grant such further reasonable time as is necessary to complete such cure. If HUD or lender commences foreclosure or other enforcement action within such 180 days, then its cure period shall be extended during the period of the foreclosure or other action and for 90 days after the ownership of the tenant's rights under the lease is established in or assigned to HUD or such lender or a purchaser at any foreclosure sale pursuant to such foreclosure or other action. The transfer of the tenant's rights under the lease to lender, HUD or purchaser, pursuant to such foreclosure or other action shall be deemed a termination of any incurable Ground Lease Event of Default and such terminated Ground Lease Event of Default shall not give the landlord any right to terminate the lease. Such purchaser may cure a curable Ground Lease Event of Default within said 90 days. If after the expiration of all of the foregoing cure periods, no cure or termination of an existing Ground Lease Event of Default has been achieved as aforesaid, then and in that event, this lease

shall terminate, and, on such date, the term of this lease shall expire and terminate and all rights of the tenant under the lease shall cease and the Improvements, subject to the security instrument and the rights of lender thereunder, shall be and become the property of the landlord. All costs and expenses incurred by or on behalf of the landlord (including, without limitation, reasonable attorneys' fees and expenses) occasioned by any default by the tenant under this ground lease shall constitute additional rent hereunder. The landlord shall have no right to terminate this ground lease except as provided in this paragraph (f).

g) Upon termination of this ground lease pursuant to paragraph (f) above, the landlord shall immediately seek to obtain possession of the Property and Improvements. Upon acquiring such possession, the landlord shall notify HUD and lender in writing. lender and HUD shall each have six (6) months from the date of receipt of such notice of acquisition to elect to take, as tenant, a new ground lease on the Property and on the Improvements. Such new ground lease shall have a term equal to the unexpired portion of the term of this ground lease immediately prior to such termination and shall, except as otherwise provided herein, be on the same terms and conditions as contained in this ground lease, including without limitation, the option to purchase set forth under paragraph (b) above, except that lender's or HUD's liability for ground rent shall not extend beyond their occupancy under such ground lease. The landlord shall tender such new ground lease to lender or HUD within thirty (30) days after a request for such ground lease and shall deliver possession of the Property and Improvements immediately upon execution of the new ground lease. Upon executing a new ground lease, lender or HUD shall pay to the landlord any unpaid ground rent due or that would have become due under this ground lease to the date of the execution of the new ground lease, including any taxes which were liens on the Property or the Improvements and which were paid by the landlord, less any net rentals or other income which the landlord may have received on account of the Property and Improvements since the date of default under this ground lease.

h) The landlord agrees that within ten (10) days after receipt of written request from the tenant, it will join in any and all applications for permits, licenses or other authorizations required by any Governmental Authority[2] in connection with any work which the tenant may do hereunder and will also join in any grants for easements for electric telephone, telecommunications, cable, gas, water, sewer and such other public utilities and facilities as may be reasonably necessary in the operation of the Property or of any Improvements and if, at the expiration of such ten (10) day period, the landlord shall not have joined in any such application, or grants for easements, the tenant shall have the right to execute such application and grants in the name of the landlord, and for that purpose, the landlord hereby irrevocably appoints the tenant as its attorney-in-fact to execute such papers on behalf of the landlord, only to

[2] **"Governmental Authority"** means any board, commission, department or body of any municipal, county, state, tribal or federal governmental unit, including any U.S. territorial government, and any public or quasi-public authority, or any subdivision of any of them, that has or acquires jurisdiction over the mortgaged property, including the use, operation or improvement of the mortgaged property.

the extent that a public body as landlord may do so within the exercise of its municipal powers and responsibilities.

i) Nothing in this ground lease shall require the tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of the landlord or any income excess profits or revenue tax, or any other tax, assessment charge or levy upon the rent payable by the tenant under this ground lease.

j) All notices, demands and requests which are required to be given by the landlord, the tenant, lender or HUD in connection with this Ground Lease shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to the address of the party as given in this instrument unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail prior to the time when such notice is given.

All notices to lender or HUD shall be addressed as follows:

If to Lender: _____
_____
_____
_____

If to HUD: : _____
_____
_____
_____

If to Tenant: _____
_____
_____
_____

If to Landlord: _____
_____
_____
_____

k) This ground lease shall not be modified without the written consent of HUD and lender.

l) The provisions of this Lease Addendum benefit lender and HUD and are specifically declared to be enforceable against the parties to this lease and all other persons by lender and HUD. In the event of any conflict, inconsistency or ambiguity between the provisions of this Lease Addendum and the provisions of any other part of this ground lease, the provisions of this Lease Addendum shall prevail and control.

ATTACHMENT NO. 3
PAGE 32 OF 33

Warning

Any person who knowingly presents a false, fictitious or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability and administrative sanctions.

RECORDING REQUESTED BY:

Housing Authority of the City of Oxnard
Attn: Housing Director
435 South D Street
Oxnard, CA 93030

WHEN RECORDED MAIL TO:

U.S. Department of Housing and
Urban Development
Attn: Office of Counsel
611 West 6th Street, Suite 801
Los Angeles, CA 90017

NO FEE REQUIRED
PER GOVERNMENT CODE SECTION 27383

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

DRAFT

PARTIAL RELEASE OF DECLARATION OF TRUST (COLONIA VILLAGE)

This Partial Release of Declaration of Trust (this "**Release**") is made as of the __ day of December, 2015, by the United States of America, acting by and through the Secretary of the U.S. Department of Housing and Urban Development (herein, "**HUD**"), with respect to that certain property located in the City of Oxnard, County of Ventura, State of California, more particularly described in Exhibit A, attached hereto and incorporated herein (the "**Disposition Property**"), such Disposition Property otherwise known as Colonia Village, CA-16-P031-001.

RECITALS

WHEREAS, Housing Authority of the City of Oxnard, a public body corporate and politic, organized under the laws of the State of California ("**PHA**"), intends to transfer the Disposition Property via a ground lease at less than fair market value to UHC 00558 Oxnard, L.P., a California limited partnership ("**Purchaser**");

WHEREAS, PHA previously executed and recorded a document entitled "Declaration of Trust," recorded on April 26, 1991, as Instrument Number 91-055604 in the official records of the County of Ventura (the "**Declaration of Trust**"), which granted to HUD certain rights and imposed certain restrictions with respect to a portion of the Disposition Property;

WHEREAS, PHA previously requested HUD approval of the sale of the Disposition Property and HUD has, as documented in the letter from HUD to PHA dated March 20, 2008, as thereafter amended (collectively the "**Approval Letter**"), agreed to such ground lease on the terms and conditions set forth in the Approval Letter and this Release;

WHEREAS, HUD intends for the Disposition Property to be released from the Declaration of Trust at the time the Disposition Property is leased to Ground Lessee; and

WHEREAS, as a condition for the release of the Declaration of Trust, PHA hereby agrees to concurrently record in the official records of the county where the Disposition Property is located a Use Agreement acceptable to and as required by HUD and concurrently enter into a Disposition Agreement, acceptable to and as required by HUD, that restricts the use of proceeds from the lease of the Disposition Property.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Use of Disposition Property and Disposition Proceeds.** PHA, for itself and for its successors and assigns, hereby covenants and agrees for the benefit of HUD that it shall concurrently record in the official records of the county where the Disposition Property is located a Use Agreement acceptable to and as required by HUD and concurrently enter into a Disposition Agreement, acceptable to and as required by HUD, that restricts the use of proceeds from the sale of the Disposition Property.

2. **Release of Declaration of Trust.** Upon recordation of this document, the Disposition Property described in Exhibit A is hereby discharged and fully released from the Declaration of Trust.

3. **Incorporation of Recitals.** The above recitals are incorporated herein by reference.

4. **Governing Law.** This Release shall be governed, construed and interpreted in accordance with the laws of the State of California, and the parties shall submit to the jurisdiction and venue of the courts of the State of California in the county where the Disposition Property is located in any legal proceeding necessary to interpret or enforce this Release.

5. **No Negotiation.** This Release is not subject to negotiation by PHA or any lender with a secured interest in the Disposition Property.

6. **Severability.** The invalidity or unenforceability of any clause, part or provision of this Release shall not affect the validity or enforceability of the remaining portions thereof.

7. **Counterpart Signatures.** This Release may be executed in any number of original counterparts, all of which evidence only one agreement, and only one of which need be produced for any purpose.

8. **Attached Exhibit**. The following Exhibit is attached to this Release and incorporated herein:

Exhibit A – Legal Description of the Disposition Property

It is expressly understood that this is a **PARTIAL RELEASE** and that it shall not affect or impair the trust created on any of the properties remaining under the Declaration of Trust. The following are explicitly not released and remain subject to the Declaration of Trust: (1) any other projects described in the Declaration of Trust; and (2) any portion of the subject property that is not described in the attached Exhibit A.

[This space intentionally left blank.]

DRAFT

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized representatives, have each caused their names to be subscribed hereto, on the date first herein above written.

PHA hereby certifies that the statements and representations contained in this instrument and all supporting documentation are true, accurate, and complete and that each signatory has read and understands the terms of this Release. This instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD, and may be relied upon by HUD as a true statement of facts contained therein.

PHA:

_____,
a public body corporate and politic

By: Arturo Casillas

Its: Housing Director

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 _____, **2015**, before me, _____, Notary Public, personally appeared **Arturo Casillas**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person 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.

_____

Notary Public

Print Name: _____

My commission expires:

_____

ATTACHMENT NO. 3
PAGE 4 OF 7

HUD:

UNITED STATES OF AMERICA,
SECRETARY OF HOUSING AND
URBAN DEVELOPMENT

By: _____
Marcie P. Chavez
Its: Director and Authorized Agent
Los Angeles Office of Public
Housing

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 LOS ANGELES)

On _____, **2015**, before me, _____, Notary Public, personally appeared **Marcie P. Chavez**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

_____

Notary Public

Print Name:

My commission expires:

_____

DRAFT

ATTACHMENT NO. 3
PAGE 5 OF 7

SIGNATURES MUST BE NOTARIZED

Warning:

Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in any matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

DRAFT

EXHIBIT A
DISPOSITION PROPERTY

Address: Colonia Village

HUD Project No.: CA031001

HUD AMP No.: [Insert HUD AMP No.]

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

Lots 1 through 4 inclusive per Tract 5952-1 as filed in Book _____ Pages _____ through _____ inclusive, of Maps. As filed in the Office of the County Recorder, County of Ventura, State of California.

DRAFT

RECORDING REQUESTED BY:

Housing Authority of the City of Oxnard
Attn: Housing Director
435 South D Street
Oxnard, CA 93030

WHEN RECORDED MAIL TO:

Housing Authority of the City of Oxnard
Attn: Housing Director
435 South D Street
Oxnard, CA 93030

NO FEE REQUIRED
PER GOVERNMENT CODE SECTION 27383

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

DRAFT

USE AGREEMENT
(COLOINIA VILLAGE)

This Use Agreement (this "**Agreement**") dated as of December ___, 2015, is by and between the U.S. Department of Housing and Urban Development ("**HUD**"), with an address of 611 West 6th Street, Suite 801, Los Angeles, California, 90017, Housing Authority of the City of Oxnard, a public body corporate and politic organized under the laws of the State of California ("**PHA**"), with an address of 435 South D Street, Oxnard, CA 93101, and UHC 00558 Oxnard, L.P., a California limited partnership ("**Owner**"), with an address of 2000 E Fourth Street, Suite 205, Santa Ana, CA 92705.

RECITALS

WHEREAS, PHA owned and operated 21 dwelling buildings containing 104 dwelling units (collectively, the "**Units**," or singularly, a "**Unit**") and 10.50 acres of underlying land at Colonia Village, CA031001, more particularly described in that certain Declaration of Trust recorded in the official records of Ventura County (the "**Declaration of Trust**"), and as further described in Exhibit A, attached hereto and incorporated herein (the "**Disposition Property**");

WHEREAS, PHA owned and operated the Disposition Property as low-rent public housing with financial assistance provided by HUD under the U.S. Housing Act of 1937, as amended, 42 U.S.C. 1437 et. seq. (the "**Act**");

WHEREAS, construction and/or operation of the Disposition Property was financed in part by HUD;

WHEREAS, PHA requested HUD approval of the conveyance of the Disposition

ATTACHMENT NO. 4
PAGE 1 OF 12

Property and HUD has, as documented in the letter from HUD to PHA dated March 28, 2008, as thereafter amended (collectively the "**Approval Letter**"), attached hereto as Exhibit B and incorporated herein, agreed to such sale on the terms and conditions set forth in the Approval Letter, that certain Disposition Agreement between HUD and PHA dated concurrently herewith (the "**Disposition Agreement**") and this Agreement (collectively, the "**HUD Disposition Approval**");

WHEREAS, HUD has approved the conveyance of the Disposition Property to Owner pursuant to a ground lease for no less than 75 years and payment of rent no less than $7,000 per year; and

WHEREAS, HUD has conditioned its approval for the transfer of the Disposition Property as set forth in the HUD Disposition Approval and on the further condition that the Units be operated as residential housing for low-income families at or below eighty percent (80%) of area median income for a minimum of fifty-five (55) years from the date the local jurisdiction approves a certificate of occupancy for the Units (the "**Restricted Period**").

AGREEMENT

NOW THEREFORE, in consideration of the promises and covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Use Requirement. Owner, for itself and for its successors and assigns, hereby covenants and agrees for the benefit of PHA that the Units shall be used exclusively as units of low-income housing for families at or below eighty percent (80%) of area median income (the "**Use Requirement**") for the duration of the Restricted Period.

2. Exceptions to the Use Requirement. The following events shall not constitute a breach of the Use Requirement:

A. Vacant Units. If one or more of the Units are left vacant for a commercially reasonable period (i) while one tenant is moving out of a Unit and before another has moved in to such Unit, (ii) while waiting for a new qualifying tenant for a Unit in the event there are no tenants immediately available to move in after the previous qualifying tenant vacates, or (iii) while a Unit is being renovated and/or repaired.

B. Over-Income Tenant. To the extent an existing, previously qualifying tenant's income exceeds the limit set forth in the Use Requirement, there shall be no Notice of Violation or Event of Default so long as the next available unit is rented to a family meeting the Use Requirement restriction.

C. Casualties. If one or more of the Units are damaged or destroyed by fire or other casualty and the use of such Unit(s) in conformance with the Use Requirement ceases during a period of repairs and/or reconstruction; provided that (i) PHA is timely notified of the casualty; (ii) Owner uses commercially reasonable efforts to cause the Unit(s) to be repaired or

restored to substantially the same condition as existed prior to the event causing damage or destruction, (iii) the Unit(s) are actually repaired or restored within two (2) years after the date of the casualty, or such longer period as may be approved by HUD in writing, such approval not to be unreasonably withheld, conditioned or delayed, and (iv) the Unit(s) are thereafter operated in accordance with the Use Requirement for the remainder of the Restricted Period.

D. Takings. If the Units are taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "**Taking**"), or if any other portion of the Disposition Property in which one or more of the Units are located, which property is necessary for a tenant's occupancy of one of the Units, has been subject to a Taking; provided that (i) PHA is timely notified of the Taking; (ii) Owner applies funds received as a result of the Taking to the acquisition and development of replacement residential units that will be operated in accordance with the Use Requirement, (iii) the new units are acquired or developed within two (2) years after the date of the Taking, or such longer period as may be approved by HUD in writing, such approval not to be unreasonably withheld, conditioned or delayed, and (iii) the new units are thereafter operated in accordance with the Use Requirement for the remainder of the Restricted Period.

3. Events of Default. In the event the Use Requirement ceases to be satisfied prior to the expiration of the Restricted Period:

A. Notices of Violation. PHA shall give to Owner written notice of the failure (a "**Notice of Violation**"). Owner shall have thirty (30) calendar days after the date on which a Notice of Violation is received in accordance with Section 8 below to cure the failure; provided that, if such Owner uses commercially reasonable efforts to cure the failure within the prescribed thirty (30) day period and is unable to do so, HUD may approve in writing an extension of an additional thirty (30) calendar days to cure the failure, such approval not to be unreasonably withheld, conditioned or delayed.

B. Events of Default. PHA is hereby authorized, and shall take whatever investigative steps it deems necessary to ensure compliance. If, after receiving a Notice of Violation, the failure is not corrected to the satisfaction of PHA within the prescribed amount of time, PHA may declare a default under this Section 3 (an "**Event of Default**") without further notice.

C. Remedies. In an Event of Default by Owner, to the extent permitted by applicable law, PHA shall have the right to seek specific performance of the Use Requirement and/or to enjoin any violation of the Use Requirement in a court of competent jurisdiction. The right to specific performance and injunction shall be in addition to all other remedies available under statute, at law or in equity.

D. Recapture of Federal Funds. In the event that any of the Units cease to be used in accordance with the Use Requirement prior to the expiration of the Restricted Period, any federal funds applied to that Unit (or those Units) shall, subject to the limitations set forth in the Disposition Agreement, be eligible for recapture from and/or repayment by PHA to HUD and

shall be treated as federalized assets subject to all federal requirements (the "**Repayment Obligation**").

4. **Actions Requiring the Prior Written Approval of HUD and PHA**. Owner shall not convey, assign, transfer, sublease, pledge, hypothecate, encumber or otherwise dispose of the Disposition Property or any interest therein or permit the conveyance, assignment, transfer, sublease, pledge or encumbrance of the Disposition Property during the Restricted Period without the prior, jointly-executed, written approval of HUD and PHA. Notwithstanding the foregoing, Owner need not obtain the prior written approval of HUD and PHA for (i) the conveyance or dedication of land for use as streets, alleys or other public rights-of-way, (ii) the granting of easements for the establishment, operation and maintenance of public utilities, and/or (iii) entering into residential agreements with tenant families.

5. **Third Party Beneficiaries**. HUD shall have the same enforcement remedies available to PHA under Section 3 of this Agreement, in addition to all other remedies available to HUD under statute, at law or in equity. No person or entity, other than the parties to this Agreement, has any rights or remedies under this Agreement.

6. **Termination of Use Requirement**. Upon the expiration of the Restricted Period, the Use Requirement shall cease and terminate, and the Disposition Property shall be deemed released of the Use Requirement and this Agreement without the requirement of any further writing between the parties herein. Notwithstanding the foregoing, upon expiration of the Restricted Period, PHA and HUD agree to execute and deliver to Owner such documents as Owner shall reasonably request releasing and confirming the release of the Use Requirement and this Agreement from title to the Disposition Property and clearing title to the Disposition Property from any cloud created by the Use Requirement or this Agreement.

7. **Successors and Assigns**. Recordation of this Agreement shall constitute the agreement by PHA and Owner to be bound by and to comply with the restrictions set forth in this Agreement. The benefits and burdens of this Agreement touch and concern and run with the land and are binding upon and shall inure to the benefit of the respective successors and assigns of the parties to this Agreement. Wherever the term "Owner" is used herein such term shall be construed to include any successor owner to title to the Disposition Property (each, a "**Successor Owner**"). Notwithstanding the foregoing, no party other than PHA shall exercise the rights and privileges reserved herein to PHA, or bear the obligations imposed herein on PHA, unless such party shall receive and record in the official records of the county where the Disposition Property is located a written assignment of all or a portion of such rights, privileges and obligations. Notwithstanding the foregoing, in no event shall the beneficiary of any deed of trust encumbering the Disposition Property or any other purchaser at foreclosure (the "**Holder**") have any liability for sums which are due and payable under this Agreement prior to such Holder's acquisition of title to the Disposition Property. This Agreement shall extend to and be binding upon the Holder only in the event that the Holder acquires ownership of the Disposition Property.

8. **Notices**. All notices under this Agreement shall be in writing and shall be served by (a) personal service or receipted courier service, (b) by registered or certified first class mail,

return receipt requested, or (c) nationally-recognized overnight delivery service, addressed to HUD, PHA or Owner, as appropriate, at the addresses for such parties set forth in the initial paragraph or third recital of this Agreement. Any notice or other communication sent pursuant to clause (a) hereof shall be deemed received upon such personal service, if sent pursuant to clause (b) shall be deemed received five (5) business days following deposit in the mail, and/or if sent pursuant to clause (c) shall be deemed received the next succeeding business day following deposit with such nationally recognized overnight delivery service. Any party may change its address by notice given in accordance with this Section 8.

9. Business Day. A business day is any calendar day other than a Saturday, Sunday or a holiday generally observed by banking institutions in the State of California. In the event the last day permitted for the performance of any act required or permitted under this Agreement falls on a day other than a business day, the time for such performance will be extended to the next succeeding business day. Each time period under this Agreement shall exclude the first day and include the last day of such time period.

10. Amendments. This Agreement may be amended only by a written instrument signed by the parties to this Agreement. Notwithstanding the foregoing, the parties may not amend, modify, rescind, revoke and/or terminate this Agreement without the prior written approval of HUD.

11. Subordination. Any mortgage liens shall be subject and subordinate to this Agreement. This Agreement shall survive foreclosure and bankruptcy.

12. Fair Housing and Civil Rights Requirements. With regard to the Disposition Property, Owner shall comply with all applicable fair housing and civil rights requirements including the obligations to affirmatively further fair housing and adhere to the site selection and neighborhood standards set forth in 24 CFR §§ 1.4(b)(3) and 941.202, as applicable.

13. Federal Accessibility Requirements. With regard to the Disposition Property, Owner shall comply with all applicable federal accessibility requirements under the Fair Housing Act and the implementing regulations at 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 CFR Part 8, and Titles II and III of the Americans with Disabilities Act and the implementing regulations at 28 CFR Parts 35 and 36, respectively.

14. Impairment of HAP Contract. The terms and provisions of this Agreement shall continue in full force and effect except as expressly stated herein. Any conflicts between this Agreement and any HAP Contract shall be resolved by HUD, at its sole and absolute discretion.

15. Execution of Other Agreements. PHA and Owner each covenant and agree that it has not and shall not execute any other agreement with provisions contradictory of, or in opposition to, the provisions of this Agreement, and that in any event, the provisions of this Agreement are paramount and controlling as to the rights and obligations set forth herein and supersede any conflicting requirements.

16. Subsequent Statutory Amendments. If revisions to the provisions of this Agreement are necessitated by subsequent statutory amendments, PHA and Owner each agree to execute modifications to this Agreement as necessary to conform to the statutory amendments. In the alternative, at HUD's sole and absolute discretion, HUD may implement any such statutory amendment through rulemaking.

17. Reimbursement of Attorney Fees. Owner shall reimburse PHA for all attorneys' fees and expenses reasonably incurred by PHA in connection with the enforcement of PHA's rights under this Agreement, including, but not limited to, all such fees and expenses for trial, appellate proceedings, out-of-court workouts, mediation and settlements, and for enforcement of rights under any state or federal statute, including, but not limited to, all such fees and costs relating to any bankruptcy and/or insolvency proceedings of such Successor Owner, such as in connection with seeking relief from stay in a bankruptcy proceeding or negotiating and documenting any amendment or modification of this Agreement.

18. Incorporation of Recitals. The above recitals are incorporated herein by reference.

19. Governing Law. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of California, and the parties shall submit to the jurisdiction and venue of the courts of the State of California in the county where the Disposition Property is located in any legal proceeding necessary to interpret or enforce this Agreement.

20. No Negotiation. This Agreement is not subject to negotiation by PHA, Owner or any lender with a secured interest in the Disposition Property.

21. Severability. The invalidity or unenforceability of any clause, part or provision of this Agreement shall not affect the validity or enforceability of the remaining portions thereof.

22. Counterpart Signatures. This Agreement may be executed in any number of original counterparts, all of which evidence only one agreement, and only one of which need be produced for any purpose.

23. Attached Exhibits. The following Exhibits are attached to this Agreement and incorporated herein:

Exhibit A – Legal Description of the Disposition Property
Exhibit B – Approval Letter

[This space intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized representatives, have caused their names to be subscribed hereto, on the first date herein above written.

PHA and Owner each hereby certify that the statements and representations contained in this instrument and all supporting documentation are true, accurate, and complete and that each signatory has read and understands the terms of this Agreement. This instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD, and may be relied upon by HUD as a true statement of facts contained therein.

PHA:

_____,
a public body corporate and politic

By: _____

Its: _____

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 whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person 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.

_____

Notary Public

Print Name: _____

My commission expires:

_____

OWNER:

_____,
a _____

By: _____

Its: _____

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 whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person 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.

_____

Notary Public

Print Name: _____

My commission expires:

_____

HUD:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: _____
Marcie P. Chavez
Its: Director and Authorized Agent
Los Angeles Office of Public Housing

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 LOS ANGELES)

On _____, **20**__, before me, _____, Notary Public, personally appeared **Marcie P. Chavez**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

_____

Notary Public

Print Name: _____

My commission expires:

_____

SIGNATURES MUST BE NOTARIZED

Warning:

Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in any matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

EXHIBIT A
DISPOSITION PROPERTY

Address: Colonia Village

HUD Project No.: CA031001

HUD AMP No.: [Insert HUD AMP No.]

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

Lots 1 through 4 inclusive per Tract 5952-1 as filed in Book _____ Pages _____ through _____ inclusive, of Maps. As filed in the Office of the County Recorder, County of Ventura, State of California.

EXHIBIT B
APPROVAL LETTER

[See Attached]

DISPOSITION AGREEMENT

This Disposition Agreement (this "**Agreement**") dated as of December ___, 2015, is by and between the U.S. Department of Housing and Urban Development ("**HUD**"), with the address of 611 West 6th Street, Suite 801, Los Angeles, California, 90017, and the Housing Authority of the City of Oxnard, a public body corporate and politic organized under the laws of the State of California ("**PHA**"), with an address of 415 South D Street, Oxnard, CA 93030.

RECITALS

WHEREAS, PHA owned and operated twenty-one (21) dwelling buildings containing one hundred four units, (104) dwelling units on 10.50 acres of underlying land at Colonia Village, CA031001, more particularly described in that certain Declaration of Trust recorded in the official records of Ventura County, California (the "**Declaration of Trust**"), and as further described in Exhibit A, attached hereto and incorporated herein (the "**Disposition Property**");

WHEREAS, PHA owned and operated the Disposition Property as low-rent public housing with financial assistance provided by HUD under the U.S. Housing Act of 1937, as amended, 42 U.S.C. 1437 *et. seq.* (the "**Act**");

WHEREAS, construction and/or operation of the Disposition Property was financed in part by HUD;

WHEREAS, PHA requested HUD approval of the conveyance of the Disposition Property and HUD has, as documented in the letter from HUD to PHA dated March 28, 2008, as thereafter amended on March 30, 2008, March 1, 2014, and June 9, 2015, (collectively the "**Approval Letter**"), attached hereto as Exhibit B and incorporated herein, agreed to such sale on the terms and conditions set forth in the Approval Letter and this Agreement;

WHEREAS, PHA will realize proceeds from the conveyance of the Disposition Property pursuant to a ground lease for no less than 75 years and payment of rent no less than $7,000 per year (the "**Disposition Proceeds**");

WHEREAS, PHA has requested HUD approval pursuant to Section 18 of the Act to use the Disposition Proceeds for purposes authorized under, and in accordance with, Section 18 of the Act, 24 CFR Part 970, the Approval Letter and/or all other applicable HUD notices and other guidance in effect at the time of this Agreement; and

WHEREAS, HUD has, as documented in the Approval Letter, agreed to the above use of the Disposition Proceeds on the terms and conditions set forth in the Approval Letter and this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the promises and covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby

ATTACHMENT NO. 5
PAGE 1 OF 11

acknowledged, the parties hereby agree as follows:

1. **Disposition of the Disposition Property**. PHA shall not convey, assign, transfer, sublease, pledge, hypothecate, encumber or otherwise dispose of the Disposition Property prior to HUD releasing the Declaration of Trust as they relate to the Disposition Property.

2. **Use of the Disposition Property**. PHA shall encumber the Disposition Property with a use agreement between PHA, HUD and the Purchaser in the form of Exhibit C, attached hereto and incorporated herein (the "**Use Agreement**"). The Use Agreement shall be recorded against the Disposition Property in a first-lien position, with the exception of (i) property taxes and assessments not yet due and payable, (ii) easements for the establishment, operation and maintenance of public utilities, and (iii) encumbrances that do not constitute a lien or other security interest on the Disposition Property or grant any party the right to a lien or security interest on the Disposition Property.

3. **Use of the Disposition Proceeds.**

A. Approved Uses. PHA shall use the Disposition Proceeds solely for purposes authorized under, and in accordance with, Section 18 of the Act, 24 CFR Part 970, the Approval Letter and/or all other applicable HUD notices and other guidance in effect at the time of this Agreement (the "**Approved Uses**"). Any Disposition Proceeds not used in a manner that complies with this Agreement shall be eligible for recapture from and/or repayment by PHA to HUD and shall be deemed federalized assets subject to all applicable federal requirements.

B. Reporting Requirements. Until directed otherwise by HUD in writing, PHA shall submit to HUD reports in the number and form required by HUD, but at least on an annual basis as part of PHA's audited financial statements, indicating the amount of the Disposition Proceeds, if any, PHA has both received and expended, along with any additional information that HUD may require. Such reports shall include without limitation the following information: (i) whether PHA realized any of the Disposition Proceeds in the twelve (12) months preceding submission of the report to HUD, and if so, the exact dollar amounts; (ii) evidence that PHA maintains separate accounting for the Disposition Proceeds; and (iii) a detailed description, including the exact amount in dollars, of the use of any of the Disposition Proceeds in the twelve (12) months preceding submission of the report to HUD. Upon written request, PHA shall submit to HUD copies of invoices and/or receipts for all expenditures of the Disposition Proceeds within thirty (30) calendar days of receipt of such request.

C. **Designated Fund Account**. Upon receipt of any Disposition Proceeds, PHA shall deposit the Disposition Proceeds in a designated fund account controlled by PHA (the "**Account**"). The Disposition Proceeds shall be released from the Account only for the Approved Uses.

4. **Use of Properties to Which the Disposition Proceeds are Applied.**

A. Implementation of the Use Requirement. For a period of at least fifty-five (55) years (the "**Restricted Period**"), any dwelling units to which the Disposition Proceeds are

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applied must be operated in accordance with the Approved Uses (the "**Use Requirement**").

(1) Property Owned by PHA. PHA shall encumber any parcels it owns and to which the Disposition Proceeds are applied pursuant to the Approval Letter and this Agreement with a use agreement between HUD and PHA in the form of Exhibit D, attached hereto and incorporated herein (the "**PHA/Third Party Use Agreement**"), requiring the properties to be used in compliance with the Use Requirement for the Restricted Period. The PHA/Third Party Use Agreement shall be recorded against the relevant properties subject, in each instance, only to (a) property taxes and assessments for the year in which the PHA/Third Party Use Agreement is recorded, a lien not yet due and payable (if and as applicable), and (b) other encumbrances that do not constitute a lien or other security interest on the encumbered property or grant any party the right to a lien or security interest on the encumbered property.

(2) Property Owned by a Third Party. PHA shall encumber any parcels owned by a third-party and to which the Disposition Proceeds are applied pursuant to the Approval Letter and this Agreement with a use agreement between HUD, PHA and the owner of the property in the form of the PHA/Third Party Use Agreement, requiring a specified number of units in each encumbered property to be used in compliance with the Use Requirement for the Restricted Period. The PHA/Third Party Use Agreement shall be recorded against the relevant properties subject only to (a) property taxes and assessments for the year in which the PHA/Third Party Use Agreement is recorded, a lien not yet due and payable (if and as applicable), and (b) other encumbrances that do not constitute a lien or other security interest on the encumbered property or grant any party the right to a lien or security interest on the encumbered property.

B. Commencement of the Restricted Period. The Restricted Period with respect to the units in any given property to which the Disposition Proceeds are applied shall commence on the date the applicable PHA/Third Party Use Agreement is recorded against the subject property.

C. Applicability of the Use Requirement. The following shall not constitute a breach of the Use Requirement:

(1) Vacant Units. If one or more units to which the Disposition Proceeds are applied are left vacant for a commercially reasonable period (i) while one tenant is moving out and before another has moved in to such unit, (ii) while waiting for a new qualifying tenant in the event there are no tenants immediately available to move in after the previous qualifying tenant vacates, or (iii) while the unit is being renovated and/or repaired.

(2) Casualties. If one or more of the units to which Disposition Proceeds are applied are damaged or destroyed by fire or other casualty and the use of such unit(s) in conformance with the Use Requirement ceases during a period of repairs and/or reconstruction; provided that (i) PHA is timely notified of the casualty; (ii) the owner uses commercially reasonable efforts to cause the unit(s) to be repaired or restored to substantially the same condition as existed prior to the event causing damage or destruction, (iii) the unit(s) are actually repaired or restored within two (2) years after the date of the casualty, and (iv) the

unit(s) are thereafter operated in accordance with the Use Requirement for the remainder of the Restricted Period.

(3) Takings. If one or more units to which the Disposition Proceeds are applied are taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "**Taking**"), or if any other portion of the property in which one or more of the units are located, which property is necessary for a tenant's occupancy of one of the units, has been subject to a Taking; provided that (i) PHA is timely notified of the Taking; (ii) the owner applies funds received as a result of the Taking to the acquisition and development of other residential units that will be operated in accordance with the Use Requirement, (iii) the new units are acquired or developed within two (2) years after the date of the Taking, and (iii) the new units are thereafter operated in accordance with the Use Requirement for the remainder of the Restricted Period.

D. Violation of the Use Requirement. In the event any unit or units to which the Disposition Proceeds are applied cease to be used in accordance with the Use Requirement prior to the expiration of the Restricted Period:

(1) Notices of Violation. HUD shall give written notice of the failure to PHA (a "**Notice of Violation**"). PHA shall have ninety (90) calendar days after the date on which a Notice of Violation is received in accordance with Section 8 below to cure the failure. HUD is hereby authorized, and shall take whatever investigative steps it deems necessary in order to ensure compliance. If, after receiving Notice of a Violation, the failure is not corrected to the satisfaction of HUD within the prescribed amount of time, HUD may declare a default under this Section 4(D)(1) (an "**Event of Default**") without further notice.

(2) Remedies. In an Event of Default, to the extent permitted by applicable law, HUD shall have the right to seek specific performance of the Use Requirement and/or to enjoin any violation of the Use Requirement in a court of competent jurisdiction. The right to specific performance and injunction shall be in addition to all other remedies available under statute, at law or in equity.

(3) Recapture of Federal Funds. In the event that any of the units to which Disposition Proceeds are applied cease to be used in accordance with the Use Requirement prior to the expiration of the Restricted Period, the Disposition Proceeds applied to that unit (or those units) shall, subject to the limitations set forth below, be eligible for recapture from and/or repayment by PHA to HUD and shall be treated as federalized assets subject to all federal requirements.

(a) In the event fewer than all of the units to which the Disposition Proceeds are applied cease to be used in conformance with the Use Requirement within the Restricted Period, only those Disposition Proceeds applied to the units that cease to be used in conformance with the Use Requirement within the Restricted Period will be eligible for recapture from and/or repayment by PHA to HUD in accordance with this Section 4(D)(3).

(b) In the event the Disposition Proceeds are withdrawn from

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the Account and some are applied for the purposes for which they were withdrawn or returned to the Account as provided in Section 3(C) and others are not, only those funds not applied for the purposes for which they were withdrawn or returned to the Account will be eligible for recapture from and/or repayment by PHA in accordance with this Section 4(D)(3).

5. **Title Insurance**. Within ten (10) business days of recordation of the Use Agreement, PHA shall provide HUD with a conformed copy of a lender's and/or owner's title insurance policy, evidencing that the Use Agreement has been recorded prior to any financing.

6. **Third Party Beneficiaries**. This agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the parties to this Agreement.

7. **Successors and Assigns**. Wherever referenced in this Agreement, the terms "HUD" and "PHA" shall include the respective successors and assigns of each party; provided, however, that in no event will successor owners of properties containing units to which the Disposition Proceeds are applied be deemed to be successors to PHA under this Agreement by virtue of such fact.

8. **Notices**. All notices and/or reporting under this Agreement shall be in writing and shall be served by (a) personal service or receipted courier service, (b) by registered or certified first class mail, return receipt requested, or (c) nationally-recognized overnight delivery service, addressed to HUD or PHA, as appropriate, at the addresses for such parties set forth in the initial paragraph of this Agreement. Any notice or other communication sent pursuant to clause (a) hereof shall be deemed received upon such personal service, if sent pursuant to clause (b) shall be deemed received five (5) business days following deposit in the mail, and/or if sent pursuant to clause (c) shall be deemed received the next succeeding business day following deposit with such nationally recognized overnight delivery service. Any party may change its address by notice given in accordance with this Section 8.

9. **Business Day**. A business day is any calendar day other than a Saturday, Sunday or a holiday generally observed by banking institutions in the State of California. In the event the last day permitted for the performance of any act required or permitted under this Agreement falls on a day other than a business day, the time for such performance will be extended to the next succeeding business day. Each time period under this Agreement shall exclude the first day and include the last day of such time period.

10. **Amendments**. This Agreement may be amended only by a written instrument signed by the parties to this Agreement.

11. **Execution of Other Agreements**. PHA covenants and agrees that it has not and shall not execute any other agreement with provisions contradictory of, or in opposition to, the provisions of this Agreement, and that in any event, the provisions of this Agreement are paramount and controlling as to the rights and obligations set forth herein and supersede any conflicting requirements.

12. **Subsequent Statutory Amendments**. If revisions to the provisions of this

Agreement are necessitated by subsequent statutory amendments, PHA agrees to execute modifications to this Agreement as necessary to conform to the statutory amendments. In the alternative, at HUD's sole and absolute discretion, HUD may implement any such statutory amendment through rulemaking.

13. Incorporation of Recitals. The above recitals are incorporated herein by reference.

14. Governing Law. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of California, and the parties shall submit to the jurisdiction and venue of the courts of the State of California in the county where the Disposition Property is located in any legal proceeding necessary to interpret or enforce this Agreement.

15. No Negotiation. This Agreement is not subject to negotiation by PHA or any lender with a secured interest in the Disposition Property.

16. Severability. The invalidity or unenforceability of any clause, part or provision of this Agreement shall not affect the validity or enforceability of the remaining portions thereof.

17. Counterpart Signatures. This Agreement may be executed in any number of original counterparts, all of which evidence only one agreement, and only one of which need be produced for any purpose.

18. Recordation of Agreement. HUD and PHA agree not to record this Agreement or any memorandum of it.

19. Attached Exhibits. The following Exhibits are attached to this Agreement and incorporated herein:

Exhibit A – Legal Description of the Disposition Property
Exhibit B – Approval Letter
Exhibit C – Form of Use Agreement
Exhibit D – Form of PHA/Third Party Use Agreement

[This space intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized representatives, have each caused their names to be subscribed hereto, on the date first herein above written.

PHA hereby certifies that the statements and representations contained in this instrument and all supporting documentation are true, accurate, and complete and that each signatory has read and understands the terms of this Agreement. This instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD, and may be relied upon by HUD as a true statement of facts contained therein.

PHA:

_____,
a public body corporate and politic

By: Arturo Casillas

Its: Housing Director

HUD:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: _____
Marcie P. Chavez
Its: Director and Authorized Agent
Los Angeles Office of Public Housing

Warning:

Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in any matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

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EXHIBIT A
DISPOSITION PROPERTY

Address: Colonia Village

HUD Project No.: CA031001

HUD AMP No.: [Insert HUD AMP No.]

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

Lots 1 through 4 inclusive per Tract 5952-1 as filed in Book _____ Pages _____ through _____ inclusive, of Maps. As filed in the Office of the County Recorder, County of Ventura, State of California.

DRAFT

EXHIBIT B
APPROVAL LETTER

[See Attached]

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EXHIBIT C
FORM OF USE AGREEMENT

[See Attached]

EXHIBIT D
FORM OF PHA/THIRD PARTY USE AGREEMENT

[See Attached]

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PURCHASE OPTION AND RIGHT OF FIRST REFUSAL AGREEMENT

This Purchase Option and Right of First Refusal Agreement ("Purchase Agreement"), is made as of _____ __, 2015, by and between UHC 00558 Oxnard, L.P., a California limited partnership (the "Partnership") and the Housing Authority of the City of Oxnard, a public body corporate and politic ("Optionee"), and is consented to hereinbelow by RBC Tax Credit Equity, LLC, an Illinois limited liability company (the "Consenting Limited Partner").

WHEREAS, UHC 00558 Oxnard Holdings LLC, a California limited liability company (the "Administrative General Partner") and Las Cortes, Inc., a California nonprofit public benefit corporation (the "Managing General Partner" and collectively with "Administrative General Partner" the "General Partner") and one or more other parties, concurrently with the execution and delivery of this Purchase Agreement, are entering into that certain Amended and Restated Agreement of Limited Partnership dated as of the date hereof (the "Agreement") continuing the Partnership by amending and restating a prior partnership agreement; and

WHEREAS, the Project is or will be subject to one or more governmental agency regulatory agreements (collectively, the "Regulatory Agreement") restricting its use to low-income housing and may become subject to a low-income use restriction (the "Special Covenant") pursuant to the terms and conditions of this Purchase Agreement (such use restrictions under the Regulatory Agreement and any Special Covenant being referred to collectively herein as the "Use Restrictions"); and

WHEREAS, Optionee desires to provide for the continuation of the Project as low-income housing upon termination of the Partnership by General Partner purchasing the Project at the applicable price determined under this Purchase Agreement and operating the Project in accordance with the Use Restrictions; and

WHEREAS, as a condition precedent to the formation or continuation of the Partnership pursuant to the Agreement, the Optionee has negotiated and required that the Partnership shall execute and deliver this Purchase Agreement in order to provide for such low-income housing, and the Consenting Limited Partner has consented to this Purchase Agreement in order to induce the Optionee to execute and deliver the Purchase Agreement.

NOW, THEREFORE, in consideration of the execution and delivery of the Agreement and the payment by the Optionee to the Partnership of $10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Option.** The Partnership hereby grants to Optionee an option (the "Option") to purchase either (i) the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof, owned by the Partnership at the time of purchase (the "Property"), or (ii) the Limited Partners' Partnership Interests in the Partnership (the "Partnership Interest"), after the close of the fifteen (15) year compliance

period for the low-income housing tax credit for the Project (the "Compliance Period") as determined under Section 42(i)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), and following the expiration of the Right of First Refusal Period (as defined below), on the terms and conditions set forth in this Purchase Agreement and subject to the conditions precedent to exercise of the Option specified herein. The Project real estate is legally described in Exhibit A attached hereto and made a part hereof. The Regulatory Agreement containing the Use Restrictions to which the Project real estate will remain subject under Section 8 hereof is attached hereto in Exhibit B and made a part hereof.

2. **Grant of Refusal Right**. Commencing on the expiration of the Compliance Period and continuing for a period of one year thereafter (the "Right of First Refusal Period"), in the event that the Partnership receives an offer to purchase the Project, Optionee shall have a right of first refusal to purchase the Property (the "Refusal Right") during the Right of First Refusal Period, on the terms and conditions set forth in this Purchase Agreement and subject to the conditions precedent to exercise of the Refusal Right specified herein. In addition to all other applicable conditions set forth in this Purchase Agreement, any assignment of the Refusal Right permitted under this Purchase Agreement and the Refusal Right so assigned shall be effective only if the assignee is at the time of the assignment and remains at all times thereafter, until the Refusal Right has been exercised and the resulting purchase and sale has been closed, a Permitted Assignee described in Section 9 hereof meeting the requirements of Section 42(i)(7)(A) of the Code as determined in the reasonable judgment by tax counsel to the Consenting Limited Partner. Prior to accepting any such offer to purchase the Property, the Partnership shall notify the Optionee, and the Consenting Limited Partner of such offer and deliver to each of them a copy thereof. The Partnership shall not accept any such offer unless and until the Refusal Right has expired without exercise by Optionee under Section 6 hereof.

3. **Purchase Price Under Option**. The purchase price for the Property pursuant to the Option shall be the greater of the following amounts, subject to the proviso set forth hereinbelow:

a. **Debt and Taxes**. The minimum purchase price required by Section 42(i)(7)(B) of the Code; or

b. **Fair Market Value**. The fair market value (as applicable) of (i) the Property, appraised as low-income housing to the extent continuation of such use is required under the Use Restrictions, or (ii) the Partnership Interest appraised as a Partnership Interest in a Partnership which owns a low-income housing development, any such appraisal to be made by a licensed appraiser, selected by the Partnership's regular certified public accountants, who is a member of the Master Appraiser Institute and who has experience in the geographic area in which the Project is located;

provided, however, that if prior to exercise of the Option the Internal Revenue Service (the "Service") has issued a revenue ruling or provided a private letter ruling to the Partnership, the applicability of which ruling shall be determined in its judgment by tax counsel to the Consenting Limited Partner, or tax counsel to the Consenting Limited Partner has issued an opinion letter concluding that property of the nature and use of the Property may be sold under

circumstances described in this Purchase Agreement at the greater of the price determined under Section 42(i)(7) of the Code or the price determined under subsection 3.a. hereinabove without limiting tax credits or deductions that would otherwise be available to the Consenting Limited Partner, then the Option price shall be such price.

4. **Purchase Price Under Refusal Right**. The purchase price for the Project (the "Refusal Purchase Price") pursuant to the Refusal Right shall be the minimum purchase price required by Section 42(i)(7)(B) of the Code. If the Optionee desires that exising Reserves held by Lenders of the Partnership be transferred to Optionee in connection with the transfer of the Project, the Refusal Purchase Price shall increase by the amount of such Reserves, unless such Reserves are of the type whose use is restricted by any Lender or any Authority. In such event, such restricted Reserves shall be transferred to the Optionee in connection with the transfer of the Project without cost.

5. **Exercise of Option or Refusal Right**. The Option or Refusal Right may be exercised by the Optionee by (a) giving prior written notice of the intent to exercise the Option (including an election to purchase the Property or the Partnership Interest, as applicable) or the Refusal Right (as applicable) to the Partnership and each of its partners in the manner provided in the Agreement and in compliance with the requirements of this Section 5, and (b) complying with the contract and closing requirements of Section 7 hereof. Any such notice of intent to exercise the Option shall be given during the last twelve (12) months of the Compliance Period. Any such notice of intent to exercise the Refusal Right shall be given within 180 days after Optionee has received the Partnership's notice of a offer pursuant to Section 2 hereof. In either case, the notice of intent shall specify a closing date within 180 days of the date of exercise. If the foregoing requirements (including those of Section 8 hereof) are not met as and when provided herein, the Option or the Refusal Right, or both, as applicable, shall expire and be of no further force or effect. Upon notice by the Optionee of intent to exercise the Option or the Refusal Right (as applicable), all rights under the other shall be subordinate to the rights then being so exercised unless and until such exercise is withdrawn or discontinued, and upon the closing of any sale of the Property pursuant to such notice shall expire and be of no further force or effect.

6. **Determination of Price**. Upon notice by Optionee of intent to exercise the Option or the Refusal Right, the Partnership and Optionee shall exercise best efforts in good faith to agree on the purchase price for the Property or the Partnership Interest (as applicable). Any such agreement shall be subject to the prior written consent of the Consenting Limited Partner, which shall not be unreasonably withheld as to any purchase price determined properly in accordance with this Purchase Agreement.

7. **Contract and Closing**. Upon determination of the purchase price, the Partnership and the Optionee shall enter into a written contract for the purchase and sale of the Property in accordance with this Purchase Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Project is located, providing for a closing not later than the date specified in the Optionee's notice of intent to exercise of the Option or the Refusal Right, as applicable, or 90 days after the purchase price has been determined, whichever is later. In the absence of any such

contract, this Purchase Agreement shall be specifically enforceable upon the exercise of the Option or the Refusal Right, as applicable. The purchase and sale hereunder shall be closed through a deed-and-money escrow with the title insurer for the Project or another mutually acceptable title company.

8. **Use Restrictions.** In consideration of the Option and the Refusal Right granted hereunder at the price specified herein, Administrative General Partner and Managing General Partner hereby agree that the deed of the Project to Administrative General Partner or Managing General Partner (as applicable) shall contain a covenant running with the land, restricting use of the Project to low-income housing to the extent required by those Use Restrictions contained in the Regulatory Agreement, as approved in writing by the Consenting Limited Partner and unmodified without its prior written consent. Such deed covenant shall contain a reverter clause, enforceable by the Consenting Limited Partner, its successors and assigns, in the event of material violation of such Use Restrictions. Such deed covenant shall include a provision requiring Administrative General Partner or Managing General Partner (as applicable) to pay any and all costs, including attorneys' fees, incurred by the Limited Partner or any other holder of such reverter rights in enforcing or attempting to enforce the Use Restrictions or such reverter rights, and to pay any and all damages incurred by the Consenting Limited Partner from any delay in or lack of enforceability of the same. All reverter provisions contained in such deed and in this Purchase Agreement shall be subject and subordinate to any third-party liens encumbering the Project.

If prior to exercise of the Option or the Refusal Right, as applicable, the Service has issued a revenue ruling or provided a private letter ruling to the Partnership holding that a covenant of the nature described hereinbelow may be utilized without limiting tax credits or deductions that would otherwise be available to the Consenting Limited Partner, the applicability of which ruling shall be determined by counsel to the Consenting Limited Partner in its sole judgment, then as a condition of the Option and the Refusal Right, the deed to Optionee shall include a Special Covenant specifically restricting continued use of the Project to low-income housing as determined in accordance with the same low-income and maximum rent requirements (excluding any right under the Code to raise rents after notice to the applicable state or local housing credit agency if it is unable to find a buyer at the statutory price) as are currently specified in the Agreement with reference to the low-income housing tax credit (notwithstanding any future discontinuation of such credit or modification of federal requirements therefor), except insofar as more stringent use requirements are imposed by the Regulatory Agreement as approved by the Consenting Limited Partner and unmodified without its prior written consent. The Special Covenant shall constitute part of the Use Restrictions. The Special Covenant may state that it is applicable and enforceable only to the extent such housing produces income sufficient to pay all operating expenses and debt service and fund customary reserves and there is a need for low-income housing in the geographic area in which the Project is located. The Special Covenant shall run with the land for a period of fifteen (15) years after closing of the purchase under the Option or the Refusal Right, as applicable, or, if longer, for the period measured by the then remaining period of Use Restrictions under the Regulatory Agreement, provided that the Special Covenant shall terminate at the option of any holder of the reverter rights described hereinabove, upon enforcement thereof.

In the event that neither the Option nor the Refusal Right is exercised, or the sale pursuant thereto is not consummated, then upon conveyance of the Project to anyone other than Optionee or its permitted assignees hereunder, the foregoing provisions shall terminate and have no further force or effect.

9. **Assignment.** Optionee may assign all or any of their rights under this Purchase Agreement to (a) a qualified nonprofit organization, as defined in Section 42(h)(5)(C) of the Code, (b) a government agency, or (c) a tenant organization (in cooperative form or otherwise) or resident management corporation of the Project (each a "Permitted Assignee") that demonstrates its ability and willingness to maintain the Project as low-income housing in accordance with the Use Restrictions, in any case subject to the prior written consent of the Consenting Limited Partner, which shall not be unreasonably withheld if the proposed grantee demonstrates that it is reputable and creditworthy and is a capable, experienced owner and operator of residential rental property, and subject in any event to the conditions precedent to the Refusal Right grant and the Option price set forth in Sections 2 and 3 hereof. Prior to any assignment or proposed assignment of its rights hereunder, Optionee shall give written notice thereof to the Partnership, the General Partner, and the Consenting Limited Partner. Upon any permitted assignment hereunder, references in this Purchase Agreement to Optionee shall mean the permitted Assignee where the context so requires, subject to all applicable conditions to the effectiveness of the rights granted under this Purchase Agreement and so assigned. No assignment of Optionee's rights hereunder shall be effective unless and until the permitted Assignee enters into a written agreement accepting the assignment and assuming all of Optionee's obligations under this Purchase Agreement and copies of such written agreement are delivered to the Partnership, the General Partner, and the Consenting Limited Partner. Except as specifically permitted herein, Optionee's rights hereunder shall not be assignable.

10. **Subordination.** The Option and the Refusal Right granted by this Purchase Agreement are hereby expressly made subject and subordinate to the liens created by all Project Loan Documents (and all amendments, modifications, extensions and renewals thereof). Each Project Lender is hereby made an express third party beneficiary of the foregoing subordination agreement.

11. **Miscellaneous.** This Purchase Agreement shall be governed by the laws of the State of California. This Purchase Agreement may be executed in counterparts or counterpart signature pages, which together shall constitute a single agreement.

[signature pages follow]

In Witness Whereof, the parties have executed this document as of the date first set forth hereinabove.

PARTNERSHIP:

UHC 00558 OXNARD, L.P.,
a California limited partnership

By: Las Cortes, Inc.,
a California nonprofit public benefit corporation
Its: Managing General Partner

By: _____
Name: _____
Its: _____

By: UHC 00558 Oxnard Holdings LLC,
a California limited liability company
Its: Administrative General Partner

By: _____
Name: _____
Its: _____

[signatures continue on next page]

OPTIONEE

HOUSING AUTHORITY OF THE CITY OF OXNARD:

By: _____
Name: Arturo Casillas
Its: Housing Director

[signatures continue on next page]

ATTACHMENT NO. 6
PAGE 7 OF 11

The undersigned hereby consents to the foregoing Purchase Agreement as of the date first set forth hereinabove.

CONSENTING LIMITED PARTNER:

RBC TAX CREDIT EQUITY, LLC,
an Illinois limited liability company

By: _____
Name: _____
Its: _____

ATTACHMENT NO. 6
PAGE 8 OF 11

Consenting Limited Partner Acknowledgment

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 _____)
)
COUNTY OF _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, _____ of RBC Tax Credit Equity, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary acts, and as the free and voluntary act of the company.

Given under my hand and notarial seal on _____, 20___.

_____
Notary Public

My Commission Expires: _____

[SEAL]

ATTACHMENT NO. 6
PAGE 9 OF 11

Managing General Partner Acknowledgment

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 _____)
) SS.
COUNTY OF _____)

On _____, 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(ies) upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

[SEAL]

ATTACHMENT NO. 6
PAGE 10 OF 11

50123468.3

Housing Authority of the City of Oxnard Acknowledgement

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 _____)
) SS.
COUNTY OF _____)

On _____, 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(ies) upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

[SEAL]

ATTACHMENT NO. 6
PAGE 11 OF 11

50123468.3

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: L-2

DATE: November 10, 2015

TO: Housing Authority Commission

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

FROM: Arturo Casillas, Housing Director

SUBJECT: **Authorization to Proceed with Phase 2 of The Courts Development Project**

CONTACT: Ruth E. Johnson, Interim Program Manager
rjohnson@oxnardhousing.org, 385-7404

RECOMMENDATION

That the Housing Authority Board of Commissioners adopt a resolution approving Phase 2 of The Courts Housing Project and authorize the Housing Director or designee to take all needed actions in consultation with Authority's General Counsel relative to entering into U. S. Department of Housing and Urban Development (HUD) Disposition Documents, Ground Lease, Right of First Refusal and Option Agreement and any other agreements for the purpose of developing, maintaining and operating Phase 2 of The Courts Housing Project.

BACKGROUND

Agreement with Urban Housing Communities to redevelop the 260 Public Housing units currently referred to as "The Courts." The disposition and redevelopment of the 260 Public Housing units was approved by a March 20, 2008 Demolition and Disposition Approval ("HUD Approval") granted by HUD. The HUD Approval authorized the redevelopment to occur in four phases. The first phase, which was approved in 2014, was for the 64 unit development commonly referred to as Terraza De Las Cortes.

Phase 2, which is the subject of this approval, involves the construction of 144 units on approximately 10.50 acres of land. The development will be completed by UHC 00558 Oxnard, L.P., a California limited partnership ("Partnership"). The general partners of the Partnership are Las Cortes, Inc. and UHC 00558 Oxnard Holdings LLC. The funding source for the construction will be low-income housing tax credits and tax exempt bonds that will be issued by the California Statewide Communities Development Authority.

In accordance with the HUD Approval and pursuant to the Housing Authority's obligations under the Development Agreement, the Housing Authority Board of Commissioners through approval of the recommendation will authorize the Housing Director to take all needed actions and execute all requisite documents on behalf of the Authority in consultation with Authority's General Counsel, which include, but are not limited to, the following documents:

(1) A 99 year ground lease with the Partnership. The Partnership will be responsible for all costs associated with constructing all of the improvements on the Property.

(2) A Partial Release of Declaration of Trust. This document releases the existing HUD Declaration of Trust recorded against the property in accordance with the HUD Approval.

(3) HUD Use Agreement. This document restricts the use of the units constructed on the Property to low-income families in accordance with the HUD Approval.

(4) Disposition Agreement. The documents require that any proceeds received by the Housing Authority in connection with the Housing Authority's disposition of the Property shall be used in accordance with, Section 18 of the Act, 24 CFR Part 970, the Approval Letter and/or all other applicable HUD notices and other guidance in effect at the time of this Agreement.

(5) A Right of First Refusal/Option Agreement with the Partnership. This agreement provides the Housing Authority with a Right of First Refusal and Option Agreement to acquire the Project at the end of the 15 year tax-credit compliance period.

The approval of these documents by the Housing Authority Board of Commissioners is consistent with the HUD Approval and the obligations of the Development Agreement.

FINANCIAL IMPACT

There is no financial impact to the Housing Authority or on the City's General Fund. This approval, is a required step in the process for Urban Housing Communities' application for a $30,850,000 HUD FHA 221(d)(4) Mortgage Insurance Loan. Urban Housing Communities will repay that loan through an allocation of Low Income Housing Tax Credits, Tax-exempt Bonds and a Bank of America bridge loan.

ATTACHMENTS

Attachment #1 - Resolution
Attachment #2 - Ground Lease
Attachment #3 - Partial Release of Declaration of Trust
Attachment #4 - Use Agreement
Attachment #5 - Disposition Agreement
Attachment #6 - Right of First Refusal/Option Agreement

RESOLUTION NO. 2015- _____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING PHASE 2 OF THE COURTS AFFORDABLE HOUSING PROJECT AND AUTHORIZING ITS HOUSING DIRECTOR OR DESIGNEE TO EXECUTE AND TAKE ALL NEEDED ACTIONS IN CONSULTATION WITH AUTHORITY'S GENERAL COUNSEL RELATIVE TO ENTERING INTO HUD DISPOSITON DOCUMENTS, GROUND LEASE, RIGHT OF FIRST REFUSAL AND OPTION AGREEMENT AND ANY OTHER AGREEMENTS FOR THE PURPOSE OF DEVELOPING, MAINTAINING AND OPERATING PHASE 2 OF THE COURTS AFFORDABLE HOUSING PROJECT

WHEREAS, the Housing Authority of the City of Oxnard (the "Authority") is authorized by Chapter 1 (commencing with Section 34200) of Part 2 of Division 24 of the Health and Safety Code of the State of California, as amended (the "Act") to prepare, carry out, acquire, lease, finance and operate housing projects for persons of low income and to enter into agreements for the purpose of developing and providing financing for the development of multifamily rental housing facilities located within the jurisdiction of the Authority; and

WHEREAS, the Authority hereby finds and declares that it is necessary, essential and a public purpose for the Authority to enter into a variety of agreements to facilitate the development of a proposed 144 unit multifamily apartment complex for persons of low income to be located at NE corner of 1st and Marquita, Oxnard, California ("Property") and known as Phase 2 of The Courts Affordable Housing Project ("Proposed Project"); and

WHEREAS, the Proposed Project has received an allocation of Low Income Housing Tax Credits to fund the development of the Proposed Project; and

WHEREAS, in furtherance of the Proposed Project the Authority desires to enter into Right of First Refusal and Option Agreement with UHC 00558 Oxnard, L.P., a California limited partnership ("ROFR/Option Agreement"); and

WHEREAS, in furtherance of the Proposed Project the Authority desires to enter into a Ground Lease ("Ground Lease") with the Partnership wherein the Authority agrees to lease the Property to the Partnership for a term of 99 years at $7,000 per year; and

WHEREAS, in furtherance of the Proposed Project, the Authority desires to enter into all necessary documents required by the U.S. Department of Housing and Urban Development in conformance with the Amended Demolition/Disposition Approval for the Property ("HUD Documents"); and

WHEREAS, the Authority has determined that the approval of this Resolution and the acts authorized therein are exempt from the California Environmental Quality Act (CEQA)

ATTACHMENT NO. 1
PAGE 1 OF 3

pursuant to 14 Cal. Code of Regulations section 15280 and Public Resources Code sections 21159.21 and 21159.23; and

WHEREAS, the Authority hereby finds and declares that this Resolution is being adopted by the Authority pursuant to the powers granted under the Act.

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of the City of Oxnard, as follows:

1. The Authority hereby finds and declares that the above recitals are true and correct.

2. The Authority hereby approves the Proposed Project and authorizes Authority's Housing Director or his designee to take all needed actions and execute all requisite documents on behalf of the Authority in consultation with Authority's General Counsel relative to (i) the ROFR/Option Agreement, (ii) the Ground Lease, (iii) HUD Documents, and (iv) any other agreements for the purpose of developing, maintaining and operating the Proposed Project.

3. That the Housing Director is directed to prepare and file a Notice of Exemption with the County Clerk.

Passed and adopted this 10th day of November, 2015, by the following vote:

[SIGNATURES ON FOLLOWING PAGE]

ATTACHMENT NO. 1
PAGE 2 OF 3

AYES:

NAYS:

ABSENT:

ABSTAIN:

Tim Flynn, Chairman

ATTEST:

Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:

Stephen Fischer, Interim General Counsel

ATTACHMENT NO. 1
PAGE 3 OF 3

GROUND LEASE

THIS GROUND LEASE (the "Lease") is made and entered into this _____day of _____ , 2015, (the "Effective Date") by and between Housing Authority of the City of Oxnard, a public body, corporate and politic, herein called "Landlord," and UHC 00558 Oxnard, L.P., a California limited partnership, herein called "Tenant."

ARTICLE I
Leased Land

1.1 On the Commencement Date, Landlord shall lease to Tenant and Tenant shall lease from Landlord for the term, at the rental, and upon all the conditions set forth herein, that improved certain parcel of real property situated in the City of Oxnard, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference. The land will hereinafter be referred to as the **"Land."** The Land together with all improvements including all entitlements, plans and governmental approvals, surveys, contracts, agreements together with all improvements and other rights and appurtenances related to the Land may be referred to as the **"Premises."**

1.2 Landlord and Tenant entered into a Development Agreement for the Courts Housing Project dated April 18, 2012 ("Development Agreement").

1.3 If financing for the construction or operation of the Improvements, as defined below, is obtained from the U.S Department of Housing and Urban Development ("HUD") by the Tenant, or if HUD is the insurer of the loan obtained for the financing and construction of the Improvements, the terms and conditions set forth in the HUD Lease Addendum attached hereto as Exhibit "B" shall become applicable and, if there is any conflict between the terms or conditions of this Lease and the HUD Lease Addendum, the terms and conditions of HUD Lease Addendum shall supersede and control.

ARTICLE II
Term and Possession

2.1 Possession. Landlord shall deliver possession of the Premises on the Commencement Date.

2.2 Commencement Date. The Commencement Date shall be the date of the Closing. Closing, for purposes of this Lease, is the date that a deed of trust is recorded by a commercial construction lender providing construction financing, the terms and conditions of which are approved by the Landlord, to construct the Improvements defined herein. Provided, however, that (i) Tenant must receive an allocation of tax credits from the California Tax Credit Allocation Committee ("CTCAC") on or before _____ and (ii) Closing must occur on or before _____, otherwise this Lease shall terminate automatically and without notice.

2.3 Term. The force and effect of this Lease shall begin on the Effective Date and the Lease shall expire ninety nine (99) years after the Commencement Date, unless sooner terminated by any provision hereof.

DRAFT

ARTICLE III
Rent

3.1 Rent.. Beginning on the Rent Commencement Date (defined below) Tenant covenants and agrees to pay to Landlord initial rent for the Premises in the sum of Seven Thousand and 00/100 Dollars ($7,000.00) per year, which sum shall be paid on the first business day of each calendar year. If the Rent Commencement Date commences on a day other than the first business day of a calendar year, Tenant shall pay on the Rent Commencement Date rent in advance for such fractional year prorated based upon the remaining days in such fractional year as compared to 365 days in one year. For purposes of this Lease, the **"Rent Commencement Date"** shall be the Commencement Date.

3.2 Intentionally Deleted

3.3. Reappraisal of Rent. If for any reason during the Term (i) if this leasehold is no longer subject to a security instrument insured, reinsured, or held by HUD or given to HUD in connection with a resale, or the Property is not acquired and held by HUD because of a default under the security instrument, and (ii) the Project no longer qualifies as low income housing under Internal Revenue Code Section 42 et seq., and (ii) there are no rent affordability restrictions encumbering the Premises (collectively, "Rent Restriction Clearance") then the rent for the Premises shall be adjusted as determined below.

A. Fair Market Rent. Within thirty (30) days from the date of the Rent Restriction Clearance ("Rent Restriction Clearance Date"), the parties shall agree to the fair market rental value of the Premises. If the parties cannot so agree, they shall submit such question to arbitration, each party selecting one arbitrator and the two arbitrators selecting a third. The arbitrators shall have fifty (50) days within which to determine, in writing, the question of the fair market rental value of the Premises. Upon written announcement of the arbitrators' decision, the decision shall be the new rent for purposes of this Lease, effective on the date of the first rent installment due after the Rent Restriction Clearance Date. The rent for the Premises shall be adjusted to its fair market rental value upon the termination of each five (5) year period from the Rent Restriction Clearance Date pursuant to the requirements of this Section.

B. Consumer Price Index. Upon each yearly anniversary of the Rent Restriction Clearance Date ("Adjustment Date"), but excluding each anniversary upon which rent is adjusted to the fair market rental value pursuant to Section 3.3 (A) above, rent shall be adjusted as follows.

1. The base for computing the adjustment is the Consumer Price Index, All Items, U.S. City Average for All Urban Consumers, 1982-1984 equals 100, for the Los Angeles/Riverside/Orange County metropolitan area, published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), that is published most immediately preceding the Effective Date ("Beginning Index"). On each Adjustment Date, the minimum monthly rent for the following year until the next rent adjustment will be set by multiplying the existing monthly rent by a fraction, the numerator of which is the Index published most immediately preceding the Adjustment Date in question and the denominator of which is the Beginning Index.

2. In no event, however, may the minimum monthly rent be less than the monthly rent in effect immediately before the Adjustment Date then occurring.

3. If the Index is changed so that the base year differs from that in effect when the term commences, the Index will be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term, the other government index or computation with which it is replaced will be used to obtain substantially the same result that would be obtained if the Index had not been discontinued or revised. If there is no replacement index, then the parties shall agree on a mutually acceptable substitute index.

3.4 Payment Of Rent. Tenant will pay or cause to be paid said rent and additional rent in lawful money of the United States of America at the times and in the manner aforesaid, without any deduction and without any notice or demand, at the office of Landlord or Landlord's duly designated agent.

ARTICLE IV
Condition of Premises

4.1 Definitions.

A. "Environmental Laws" means any and all Federal, State, county and local laws, regulations, statutes codes, rules, resolutions, directives, orders, executive orders, consent orders, guidance from regulatory agencies, policy statements, judicial decrees, ordinances, or any judicial or administrative interpretation of, any of the foregoing, pertaining to the protection of land, water, air, or the environment whether now or in the future enacted, promulgated or issued and applicable to the Premises.

B. "Hazardous Substances" includes any substances, chemicals, materials or elements that are defined as "hazardous" or "toxic," otherwise regulated by any Environmental Laws. The term "Hazardous Substances" shall also include, without limitation, any substance, chemical, material, or element (i) defined as a "hazardous substance" under the *Comprehensive Environmental Response, Compensation and Liability Act of 1980* (42 USC §§ 9601, *et seq.*), as amended by the *Superfund Amendment and Reauthorization Act of 1986,* and as further amended from time to time and regulations promulgated thereunder; (ii) defined as a "regulated substance" within the meaning of Subtitle I of the *Resource Conservation and Recovery Act* (42 USC §6991-6991(i)), as amended from time to time and regulations promulgated there under; (iii) designated as a "hazardous substance" pursuant to Section 311 of the *Clean Water Act* (33 USC §1321), or listed pursuant to Section 307 of the *Clean Water Act* (33 USC § 1317); (iv) defined as "hazardous," "toxic," or otherwise regulated under any Environmental Laws adopted by the state in which the Land is located, or its agencies or political subdivisions; (v) which is petroleum, petroleum products or derivatives or constituents thereof; (vi) which is asbestos or asbestos-containing materials; (vii) the presence of which requires notification, investigation or remediation

under all Environmental Laws or common laws; (viii) the presence of which on the Land poses or threatens to pose a hazard to the health or safety of persons on or about the Land; (ix) which is urea formaldehyde foam insulation or urea formaldehyde foam insulation-containing materials; (x) which is lead-based paint or lead-based paint-containing materials; (xi) which are polychlorinated biphenyls or polychlorinated biphenyl-containing materials; (xii) which is radon or radon-containing or producing materials; or (xiii) which by any laws of any governmental Landlord requires special handling in its collection, storage, treatment or disposal.

C. "Prohibited Substance" means any of the following:

a. Asbestos or asbestos-containing material or polychlorinated biphenyl material, or

b. Hazardous substances or hazardous waste as defined under any federal, state or local law, that may require remediation under applicable law (other than quantities or such substances, including gasoline, diesel fuel and the like as are customary and necessary to prosecute construction), or

c. Soil containing volatile organic compounds other than "clean fill" that contains volatile organic compounds in amounts not prohibited by federal, state, or local law or regulation.

4.2 Environmental Responsibilities of the Landlord and Tenant.

A. Covenant Regarding Prohibited Substances.

1. Neither any Tenant nor the Landlord and its commissioners, directors, officers, agents and employees shall, in regard to this Lease, bring onto the Land any Prohibited Substance.

2. The defaulting party shall each be liable for the consequences of, and responsible for proper removal and lawful disposal, at its sole expense, of any Prohibited Substances brought onto the site resulting from a default under this Section.

B. Pre-Existing Conditions. Except in the event of a default by Tenant under Section 4.2(A) hereof, Tenant shall not be liable for environmental conditions that existed or arose on the Land before the Commencement Date, and the Landlord shall, to the extent permitted under State and federal law, indemnify, defend and hold harmless Tenant and its members, officers, and its and their affiliates from any loss, cost, damage, claim, demand, suit, liability, judgment and expense (including reasonable attorney fees actually incurred and other costs of litigation) arising out of any environmental conditions that existed or arose on the Land before the Commencement Date.

C. Environmental Conditions.

1. The Landlord is responsible to submit all required documents to HUD and any other governmental entity, as required by applicable law and regulation, for environmental review on the Land, except that the Tenant shall be responsible for any environmental review related to its funding applications and commitments. The Landlord is responsible for any environmental testing required for such review(s).

2. The Tenant covenants and agrees to indemnify, defend and hold the Landlord free and harmless from and against any and all losses, liabilities, penalties, claims, fines, litigation, demands, costs, judgments, suits, proceedings, damages, disbursements or expenses (including reasonable attorneys' fees) which may at any time be imposed upon, reasonably incurred by or asserted or awarded against the Landlord in connection with or arising from:

   a. The existence of any Prohibited or Hazardous Substance placed on, in, or under all or any portion of the portions of the Land on or after the Commencement Date by Tenant, except for violations of which the Landlord had actual knowledge and failed to disclose to Tenant.

   b. Any violation of Environmental Laws by Tenant at or relating to any portion of the Land that arises out of their respective acts or omissions, or conditions existing on or after the Commencement Date by Tenant, except for violations of which the Landlord had actual knowledge and failed to disclose to Tenant.

4.3 Environmental Responsibilities of the Landlord. The Landlord covenants and agrees with the Tenant that the Landlord will be responsible for any and all costs, damages and other liabilities in connection with or arising from:

A. The existence of any Prohibited Substances or Hazardous Substances first placed on, in, or under all or any portion of the Land prior to the Commencement Date, other than by any Tenant, and other than as set forth in Section 4.2 herein;

B. Any violation of Environmental Laws at or relating to a portion of the Land which arises out of conditions existing prior to the Commencement Date covering such portion of the Land other than violations by or arising out of or resulting from the actions or omissions by Tenant, except for violations of which the Landlord had actual knowledge and failed to disclose to Tenant.

Article V
Landlord Responsibilities

5.1 General Responsibilities of the Landlord. The Landlord shall be responsible for such services as described in this Article V and in the Development Agreement. The Landlord shall promptly review any matter submitted to it and advise the Tenant of its approval or non-approval as

more specifically described in the Development Agreement. The Landlord's approval of any matter required under this Lease shall not be unreasonably withheld, conditioned or delayed.

5.2 Access to Land. Prior to the Closing, the Landlord shall provide the Tenant full and complete access to the Land including rights of way and easements for access thereto, needed to accomplish the work for the Improvements, subject to the environmental matters set forth in Article 4 herein, and pursuant to a site access agreement, if required by the Landlord. If Closing cannot occur within 120 days of the tax credit award, the Landlord agrees to enter into with Tenant a reasonable license agreement, subject to any required HUD approvals, to access the Land for purposes of commencing construction as required by the CTCAC in connection with the tax credits for the Improvements.

5.3 Relationship with HUD and Improvements Support. If applicable as a result of financing for the project being obtained from HUD:

A. The Landlord shall be in contract with HUD and, in that capacity, will have primary and direct responsibility for contact and communication with HUD on any and all matters relating to the Improvements.

B. The Landlord shall provide assistance for the Improvements with local agencies, HUD, lenders, and other applicable parties and will agree to reasonable requirements imposed on the Improvements by any lenders and equity investors investing in the Improvements. The Landlord shall provide, to the extent appropriate, assistance requested by the Tenant in obtaining licenses, approvals, clearances, or other cooperation from local, state, and federal agencies, the Mayor's Office, the City Council, and other public governing bodies; however, the Tenant shall have the primary responsibility for obtaining such approvals except as otherwise provided herein.

5.4 Execution of Documents. The Landlord shall maintain and be the sole Landlord for the execution of documents required of the Landlord pursuant to 24 CFR §941, Subpart F. Whenever statute or regulation or this Lease requires the Landlord to take actions or execute documents to accomplish the work for the design and construction of the Improvements, the Landlord will do so promptly, so as not to impede the orderly progress of the work, provided however that actions that require approval by the Landlord Board shall have until after the next regularly scheduled meeting of the Landlord Board to take such actions or execute such documents.

ARTICLE VI
Uses and Purposes; Development of Land

6.1 Development of Land. Tenant will use and allow the use of the Premises only for purposes of constructing, operating and maintaining an affordable multifamily rental housing apartment complex ("Improvements"), but otherwise, the Tenant shall have the right to use the Land for any lawful purpose, and without limiting the generality of the foregoing, Tenant shall have the right at all times during the term of this Lease to place and construct upon, under or over the Land such buildings, structures and other improvements as it may elect for the commercial, industrial or residential development and use of the Land. In connection therewith, Tenant shall have the right to excavate and remove soil and earth therefrom, to grade the Land, to add additional soil and earth thereto, and to generally do such other things to the Land and Improvements from time to time as

may be necessary and desirable in Tenant's judgment, in order to develop, improve and use the Land, all conditioned upon Tenant's compliance with all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the development of the Land by Tenant, as herein provided, and also subject to regulations relating to the use of the Land and Improvements, and any covenants, conditions and restrictions of record.

6.2 Design Process.

A. The Tenant shall further require, by contractual obligation, the appropriate licensure and insurance for professional liability by the architect retained by the Landlord related to the design and construction of the Improvements ("Principal Architect") and any consultant, design professional, construction professional or other professional or contractor engaged by Tenant ("Subcontractor") that provides services for mechanical, electrical plumbing, engineering, architectural services, civil and structural engineering, and landscape architecture, regardless of whether the Subcontractor is retained directly by the Tenant or indirectly through a Principal Architect.

B. The Tenant shall develop plans and specifications for the Improvements that includes, at minimum: (i) the number, type and bedroom distribution of the units to be constructed in the Improvements; (ii) incorporate green building practices; (iii) provide quality public space; and (iv) a general schematic site plan. The Tenant shall submit the proposed plan to Landlord for review. The Tenant shall reasonably consider proposed corrections, as requested by the Landlord. If required, plans and specifications for the Improvements will be submitted to HUD for approval.

C. The Tenant shall cause the Improvements to be designed in material compliance with all applicable Federal, state, county and local laws, codes, ordinances, rules and regulations.

6.3 Documents, Drawings and Materials. The Tenant shall submit all required drawings to the City of Oxnard as necessary in order to obtain the requisite approvals and permits for the construction of the Improvements.

6.4 Survey. The Tenant shall have a survey of the Land prepared and certified in connection with the Improvements.

6.5 Demolition. The Tenant shall be responsible for necessary demolition of all buildings on the Land prior to construction of the Improvements. The Tenant shall keep Landlord informed of its progress, any conditions it encounters that impact the agreed-upon schedule milestones for the Improvements, the budget for construction of the Improvements, or both, and any need for additional activities or expenses that were not planned or budgeted. The Tenant shall not be responsible for any costs associated with the Landlord's development of property contiguous to the Land.

6.6 Inspections by the Tenant. The Tenant shall cause the Principal Architect to guard against defects and deficiencies in design and construction.

A. The Tenant shall be entitled to order the general contractor ("Construction Manager") to stop work, or any portion thereof, and direct special inspection or testing of such work, which in the Tenant's reasonable judgment may not be in

accordance with the provisions of the Construction Documents, as defined below, whether or not such work is fabricated, installed or completed.

B. The Tenant shall cause the Principal Architect, or other qualified licensed architect, to conduct monthly inspections of the work of the Construction Manager and shall verify, using AIA G-702 or other form approved by the Tenant, that the work for the Improvements is being performed in accordance with the Construction Documents. The Principal Architect, or other qualified licensed architect, shall inspect all work not less than monthly during the entire duration of construction activities.

6.7 Permits and Compliance with Laws.

A. Obtain Permits and Other Approvals. The Tenant shall diligently and in good faith pursue such actions as may be necessary or appropriate to obtain all construction permits, licenses, easements and approvals necessary from any governmental agency to obtain, establish, or construct the Improvements, including on-site and off-site utilities necessary for the Improvements, and roads, transportation, and other facilities or physical improvements contemplated by the construction documents (**"Construction Documents"**). The Tenant shall use commercially reasonable efforts to, on an ongoing and timely basis, advise the Landlord as to the status of the processing of all applications necessary to obtain all governmental approvals the Tenant is required to obtain in accordance with this Lease. The Tenant shall advise the Landlord of any hearings regarding matters described in this Section with sufficient advance notice to enable the Landlord to elect to attend such hearings. The Tenant shall use commercially reasonable efforts to, on an ongoing and timely basis, advise the Landlord as to the status of the processing of the building permit or permits. Construction shall not proceed before issuance of applicable permits.

B. Compliance with Laws and Permits. The Tenant shall cause the Improvements to be designed and constructed in material compliance with all applicable Federal, state, county and local laws, codes, ordinances, rules and regulations.

6.8 Procurement of Goods and Services By Tenant.

A. The Tenant and the Landlord acknowledge that 24 CFR Part 85, as amended in subpart F of 24 CFR Part 941, which applies to the Landlord, does not apply to Tenant.

B. Prohibited Arrangements.

1. The Tenant shall not enter into any contract, lease, purchase order or other agreement **("Arrangement")** in connection with the Improvements with any party controlling, controlled by or under common control of the Tenant (an **"Affiliate"),** unless such Arrangement has been approved in writing by the Landlord, which consent shall not be unreasonably withheld or conditioned, after full disclosure in writing by the Tenant to the Landlord of such affiliation or relationship and all details relating to the proposed Arrangement.

2. The terms of any such Arrangement must conform to the applicable requirements of the Landlord, HUD, and this Lease.

C. Wage Rates. To the full extent required by all applicable State and Federal laws, rules and regulations, if any, Tenant and its contractors and agents shall comply with California Labor Code Section 1720 ***et seq.,*** the Davis-Bacon Act, and the regulations adopted pursuant to each of them, as the same may be applicable to the design and construction of the Improvements ("Prevailing Wage Laws").

6.9 Construction.

A. Tenant Responsibilities. The Tenant shall be responsible for the construction and completion of the Improvements in accordance with this Lease, the Development Agreement and the Construction Documents.

B. Payment and Performance Bonds. The Tenant covenants that it shall obtain 100 percent (100%) performance bonds, material payment bonds, and labor payment bonds from the Construction Manager.

C. Monitoring Performance of Contractors. The Tenant shall monitor the performance of all persons and entities that provide materials, equipment or services to the Improvements and the Tenant shall take such actions as are reasonably necessary or required by the Landlord to maintain adherence to quality standards, safety standards, production schedules, shipping dates, and job-site requirements contemplated herein. The Landlord, however, shall take such actions as are reasonably necessary or required if the Tenant fails to do so.

1. Onsite Management. The Tenant, at a minimum, shall have a competent Project Manager responsible for construction activities on the Land on-call at all times and on-site, as needed on a regular basis, through completion of the Improvements. The Tenant shall first obtain Landlord approval if the Project Manager will not be a full-time equivalent employee of the Construction Manager, and the Landlord shall not unreasonably deny, condition or withhold its approval.

2. Onsite Staffing. The Tenant shall require that the Construction Manager maintain adequate and proper staffing throughout the construction phase of the Improvements.

D. Monitoring Project Scheduling. The Tenant shall take all steps reasonably necessary to enable the Improvements to progress in accordance with the deadlines established in the schedule of construction of the Improvements, this Lease, the Development Agreement and the Construction Documents, subject to the extension of such deadlines as provided herein.

E. Monitoring Construction Budget. During the course of construction of the Improvements, the Tenant shall monitor the approved Construction Budget, as defined in the Development Agreement. The Landlord shall be notified of all change orders under the Construction Documents, and shall have approval rights, not to be unreasonably withheld, conditioned or delayed for any change orders requiring the approvals of any construction lenders.

F. Materials. Storage of Purchased Items, and Security. All equipment, material, and articles furnished under this Lease shall be in accordance with the Construction Documents, unless otherwise specified herein or specifically approved by the Landlord.

1. Tenant shall or shall cause the Construction Manager to inspect all equipment, materials, and articles obtained under this Lease or the Construction Documents.

2. Tenant shall cause the Construction Manager to monitor the delivery of, and, if necessary, arrange storage, protection and security for all materials, systems and equipment that are to be used in the construction of, or incorporated into, the Improvements.

3. The Tenant shall require the Construction Manager to provide reasonable security under the circumstances for the Land, including, without limitation, prevention of trespassing and dumping, and to provide and maintain secure fencing, as necessary, around the Improvements and its components.

G. Construction Progress Reports. Tenant shall record the progress of the Improvement's construction and submit in the monthly status report to the Landlord, as set forth herein and in the Development Agreement, information on the status of the activities of the Construction Manager, the percentage of work the Construction Manager has completed, and the purpose, status, and dollar value of all proposed change orders, approved change orders, or both.

1. In addition, Tenant shall consult with the Landlord on a periodic basis, schedule to be determined jointly as circumstances may warrant, to keep the Landlord fully informed at all times of the status of construction.

2. If Tenant becomes aware of any material fault or defect in the Improvements efforts or material nonconformance with the Construction Documents, then Tenant shall give prompt notice thereof to the Landlord.

H. Document Records. Tenant shall retain the Construction Documents for the Improvements. Tenant shall also retain all construction records, including all plans, contracts, shop drawings, samples, purchase orders, applicable handbooks, technical standards and specifications, and manuals related to the Improvements. Tenant shall make all such materials available for inspection by the Landlord upon reasonable advance written notice.

I. Right of Entry by the Landlord. The Landlord reserves for itself, its authorized agents, HUD (if required), and its authorized agents the right to enter and inspect the Land and any work in progress thereon during regular business hours, with reasonable notice to Tenant, for the purpose of protecting or furthering the Landlord's interests under this Lease. The Landlord, however, shall have no obligation to make any such inspection.

1. Entry and the conduct of such inspections shall not interfere unreasonably with Tenant's construction of the Improvements. HUD (if required) and the Landlord, and their agents and representatives shall abide by all reasonable safety and security measures imposed by Tenant.

2. Such inspections are for the Landlord's information only and the Tenant shall not be relieved of its obligation to complete the Improvements in accordance with this Lease or the Construction Documents. The Landlord's inspection of the work shall neither be deemed acceptance of any or all of the work, equipment, or materials, nor does inspection waive any right the Landlord has under this Lease, subsequent loan documents or both.

J. Substantial Completion Inspection. Substantial Completion means that time in the construction process at which the Principal Architect or the architect retained by the Tenant certifies that the Improvements are substantially complete in accordance with the Construction Documents and the Tenant receives a temporary or final certificate of occupancy, or its equivalent, issued by the appropriate local governmental entity. Upon Substantial Completion of the Improvements, the Tenant, the Landlord and the Principal Architect shall inspect the work to determine and record the condition of the units (i.e., develop a "punch list"). The Landlord shall notify the Tenant of such inspection not less than five (5) days prior, and shall allow the Tenant's representatives to accompany it on any such inspection. The Tenant shall require the Construction Manager to replace or correct work that does not conform to the Contract Documents in any material respect.

K. Cost Certification. Upon Substantial Completion and the subsequent inspection of the Improvements, the Tenant shall complete a cost certification that complies with the standards of the CTCAC and HUD, if required.

6.10 Improvements Cost Savings. The Parties agree that any cost savings achieved by the Tenant or its Subcontractors in the diligent and good faith execution of any and all components of the Improvements except design, engineering, demolition and remediation including, but not limited to the construction, lease-up marketing and financing **("Improvements Cost Savings")** shall first be applied to pay back any loans or advances made by Tenant, then to any other shortfalls of the Improvements budget, then shall be utilized for any betterments approved by the Landlord in future phases of the Improvements, as needed.

ARTICLE VII
Real and Personal Land Taxes

7.1 Tenant to Pay all Real and Personal Land Taxes. Tenant agrees to pay and discharge, as additional rent for the Land and Improvements during the entire term of this Lease, before delinquency, all taxes, assessments, increases in taxes due to reassessments caused by Tenant, including, but not limited to Tenant's demolition of existing improvements and construction of the Improvements on the Land, water rents, sewer rentals, utility rates and fees, levies or other charges of any kind which are or may during the term of this Lease be levied, charged, assessed, reassessed or imposed upon or against the Land and Improvements thereon which are now or hereafter located thereon, or against any legal or equitable interest of Landlord in the Land or Improvements, or against any of Tenant's personal

property now or hereafter located thereon, or which may be levied, charged, assessed or imposed upon or against the leasehold estate created hereby, or which may be levied upon or measured by the rental payable hereunder, or other income therefrom, including without limitation, any gross receipts tax levied by the City of Oxnard, State of California, the federal government, or any other governmental body with respect to receipt of such rental by Landlord, or as against Landlord's business of leasing the Land and Improvements, or any additional tax, the nature of which was previously included within the definition of real property tax, as used by the assessor for the County of Ventura. All taxes, assessments and other charges covered by this Article VII shall be prorated between Landlord and Tenant as of the Commencement Date and expiration dates of the Lease term. If at any time during the term of the Lease any tax, assessment or other charge is levied for a benefit which shall have a useful life longer than the remaining Lease term, and if the law permits the payment of any such tax, assessment or other charge, in installments (whether or not interest accrues on the unpaid balance) such tax, assessment or other charge shall be paid in installments, with Tenant paying such installment during the term of this Lease and Landlord paying any installments thereafter.

7.2 Tenant Not Obligated to Pay Certain Taxes of Landlord. Anything herein to the contrary notwithstanding, Tenant shall not be required to pay pursuant to this Article VII any franchise, capital levy or transfer tax of Landlord, or any income, profits, or excess profits tax, or any tax which may, at any time during the term of this Lease, be required to be paid on any gift, or demise, deed, mortgage, descent or other alienation of any part of all of the estate of Landlord in and to the Land and Improvements which are now or hereafter located thereon.

7.3 Tenant to Furnish Landlord Evidence of Payment of Taxes. Tenant shall furnish to Landlord, upon request, receipts or other appropriate evidence establishing payment of any taxes, assessments or other charges required to be paid hereunder by Tenant.

7.4 Tenant to Pay Personal Land Taxes. Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained on the Land and Improvements. When possible, Tenant shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Landlord. If any of Tenant's said personal property shall be assessed with Landlord's real property, Tenant shall pay the taxes attributable to Tenant prior to the delinquency date for payment of such taxes, provided that Landlord shall, a reasonable time prior thereto, provide Tenant with a written statement setting forth the taxes applicable to Tenant's property, and an explanation of Landlord's method of computation thereof.

7.5 Tenant's Right to Contest. Tenant, at its sole cost and expense, may contest the legal validity or amount of any taxes, assessments or charges for which Tenant is responsible under this Lease, and may institute such proceedings as Tenant considers necessary. If Tenant contests any such tax assessment or charge, Tenant may withhold or defer payment or pay under protest, but shall protect Landlord and the Land and Improvements from any lien by adequate surety bond or other appropriate security.

ARTICLE VIII
Maintenance, Repairs and Alterations

8.1 Landlord Released From Obligation to Make Repairs. Landlord shall not be required to make any changes, alterations, additions, improvements or repairs, in, on, under or about the Land or Improvements from time to time constructed or placed thereon. It is intended by the parties hereto that, except as provided herein, Landlord shall have no obligation in any manner whatsoever to

repair and maintain the Land or any Improvements, nor the equipment or appliances therein, whether structural or nonstructural, all of which obligations are intended to be that of Tenant. Tenant expressly waives the benefit of any statute now or hereinafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense, or to terminate the Lease because of Landlord's failure to keep the Land or Improvements in good order, condition and repair.

8.2 Tenant's Obligation to Repair. Tenant agrees that it will at all times during the term of this Lease, at its sole cost and expense, keep and maintain the Land and Improvements thereon, and all facilities appurtenant thereto, in good order and repair and safe condition, and the whole of the Land, Improvements and landscaping in a clean, sanitary, orderly and attractive condition, and free from weeds. Tenant shall make any and all additions to or alterations or repairs in and about and under the Land and Improvements which may be required by, and otherwise observe and comply with all public laws, ordinances and regulations from time to time applicable to the Land and Improvements, and Tenant shall indemnify and save harmless Landlord from and against all actions, claims and damages by reason of Tenant's failure to comply with and perform the provisions of this paragraph.

8.3 Landlord's Option to Make Repairs at Tenant's Expense. If Tenant fails to perform Tenant's obligations under this Article VIII, Landlord may, at its option, enter upon the Land and the Improvements, after thirty (30) days' prior written notice to Tenant, stating the specific failure of Tenant under this Article VIII, and provided that Tenant has not theretofore cured such failure, put the same in good condition and repair, and the cost thereof, together with interest thereon at the maximum rate provided by law, shall become due and payable as additional rent to Landlord within thirty (30) days after notice from Landlord of the amount due.

8.4 Waiver of Landlord's Obligation for Tenantability. Tenant waives the provisions of Civil Code §1941 and 1942 with respect to Landlord's obligations for tenantability of the Land and Improvements, and Tenant's right to make repairs and deduct the expenses of such repairs from rent.

8.5 Tenant's Right to Contest Judicial or Administrative Procedure. Tenant has the right to contest by appropriate judicial or administrative proceedings, without cost or expense to Landlord, the validity or application of any law, ordinance, order, rule, regulation or requirement (hereinafter called "law") that Tenant repair, maintain, alter or replace the improvements on the Land in whole or in part. In the event that any such contest is finally determined in a manner adverse to Tenant, Tenant shall undertake such repairs, maintenance, alterations or replacements to or of the Land and Improvements as is required by such law. Tenant agrees to indemnify and hold Landlord harmless from and against any and all liability that Landlord may sustain by reason of Tenant's failure or delay in complying with the law. Landlord may, but is not required to contest any such law independently of Tenant. Landlord may, and on Tenant's notice of request, shall join in Tenant's contest.

8.6 Improvements Required By Law. Tenant will at Tenant's own expense during the whole of said term make, build, maintain and repair all fences, sewers, drains, roads, curbs, sidewalks and other areas which may be required by law to be made, built, maintained and repaired upon or adjoin or in connection with or for the use of the Premises or any part thereof.

8.7 Ownership of Improvements. Tenant shall own in fee simple the Improvements, including all buildings, fixtures and real property improvements which are now or hereafter situated on the Premises; provided that Tenant, for itself and its successors and assigns, covenants that the Improvements, including buildings, fixtures and real property improvements, shall not be separated from the Premises. During the term of this Lease, Landlord and Tenant acknowledge that Tenant shall be

entitled to all federal income tax attributes attributable to ownership of improvements now existing or hereafter constructed on the Premises by Tenant, including the right to claim depreciation or cost recovery deductions and the right to claim any federal tax credits arising from ownership of the improvements made to the Premises. Landlord agrees not to file tax returns inconsistent with this Section.

Article IX.
Indemnification

9.1 Generally.

A. Tenant Indemnity. Tenant shall indemnify, defend and hold harmless the Landlord and its respective commissioners, directors, officers, agents and employees hereunder from any loss, cost, damage, claim, demand, suit, liability, judgment and expense (including reasonable attorney fees actually incurred and other costs of litigation) arising out of or relating to any injury, disease, or death of persons, or damage to or loss of property resulting in whole or in part from any material breach of this Lease or intentional bad acts by Tenant or its member entities, agents, employees, and Subcontractors arising or occurring after the Effective Date.

B. Landlord Indemnity. The Landlord shall indemnify, defend and hold harmless the Tenant and its members, officers, and their affiliates from any loss, cost, damage, claim, demand, suit, liability, judgment and expense (including reasonable attorney fees actually incurred and other costs of litigation) arising out of or relating to any injury, disease, death of persons, or damage to or loss of property resulting in whole or in part from any material breach of this Lease or intentional bad acts by the Landlord, its respective commissioners, directors, officers, agents and employees arising or occurring after the Effective Date.

9.2 Survival. Tenant's and the Landlord's respective obligations under this Article 9 shall survive termination of this Lease.

ARTICLE X
Insurance

10.1 Tenant Shall Maintain General Liability Insurance. Tenant shall, at Tenant's expense, obtain as of the Effective Date and keep in force during the term of this Lease a policy of the following insurance, insuring Landlord and Tenant against liability arising out of the ownership, use, occupancy, maintenance of the Land and Improvements:

A. Commercial General Liability Insurance, or equivalent, with limits of not less than one million dollars ($1,000,000.00) per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability and Excess and Umbrella liability coverage with limits of not less than five million dollars ($5,000,000) aggregate and per occurrence. The Landlord is to be named as an additional insured on a primary non-contributory basis for any liability arising directly or indirectly for the services contemplated by this Lease; and

B. Comprehensive Auto Liability Insurance (Primary and Umbrella) that covers bodily injury and property damage with a minimum coverage limit of one million

dollars ($1,000,000) per occurrence combined single limit, for all owned, hired, and non-owned vehicles in connection with the services to be performed; and

C. Worker's Compensation and Occupational Disease Insurance in accordance with the laws of California.

10.2. Builder's Risk Insurance. As of the Commencement Date and during the period of the construction of the Improvements upon the Land, Tenant shall, at its sole expense, obtain and keep in force builder's risk insurance, insuring Tenant, Landlord, and such other parties as Tenant may designate as an additional insured hereunder, against all risks of physical loss and/or damage from any cause (exclusive of earthquake and subject to usual policy exclusions) to all buildings, structures, materials and real property to be improved, located on or forming a part of the Premises under improvement.

10.3 Insurance Endorsement. With respect to Sections 10.1 and 10.2 above, these policies shall be endorsed to name the Landlord, its Commissioners, officers, employees, agents and named volunteers and the City of Oxnard, its City Council, officers, employees, agents and volunteers as additional insured's and as loss payees.

10.4 Insurance Policy Requirements. To the extent eligible, Tenant agrees to implement a General Liability Wrap-Up Insurance Program for the insurance required under this Article IX. All insurance shall be carried with companies selected by the Tenant that are authorized to do business in California and rated B++ or higher by A.M. Best with a financial size category rating by A.M. Best of VII or higher, provided that if such insurance company is rated by A.M. Best lower than A, or if it has a financial size category rating by A.M. Best of lower than X, then such insurance company must carry reinsurance with a reinsurance company rated A or higher by A.M. Best with a financial size category rating by A.M. Best of XII or higher. With respect to policies described in this Section:

A. The appropriate policies under this Section must be in place before the Date of Entry and in-force insurance is a condition precedent to all applicable contracts executed pursuant to this Lease;

B. The Tenant shall provide the Landlord with a Certificate of Insurance as evidence of the limits and coverages described above, which shall be acknowledged and accepted by the Landlord by issuing a notice of acceptance; and which shall affirmatively state that:

1. When appropriate, the coverage is written on an occurrence form;

2. Where required by this Lease, the Landlord is named as an additional insured and loss payee here and on the insurance held by all material Subcontractors; and

3. On all property insurance policies, subrogation is waived.

C. In the event that the Tenant's insurance is scheduled to expire during the execution of this Lease, the Tenant shall provide the Landlord with copies of renewal certificates 30 days prior to the expiration date of the expiring coverage;

D. The insurance contracts shall require the insurance company to provide the Landlord with thirty days (30 days) prior written notice of a substantial change, cancellation or non-renewal in coverage during the policy term;

E. The policies must be placed with such companies, on such conditions, and with such beneficial interest appearing thereon as shall be reasonably acceptable to the Landlord; and

F. The Tenant shall require all material subcontractors to carry the appropriate insurance, or the Tenant may provide the coverage for any or all Subcontractors, and if so, the Tenant's insurance should so stipulate.

10.5 Claims. In the event of a claim that takes place because of this Lease, the Tenant shall notify the Landlord within thirty (30) days following discovery of the claim by the Tenant. In addition, the Tenant shall investigate and furnish the Landlord with reports of all accidents, claims and known potential claims for damage or injury and shall cooperate with its insurers and those of the Landlord.

10.6 Landlord Insurance. The Tenant understands and agrees that any insurance or self-insurance program maintained by the Landlord shall apply in excess of, and not contribute with insurance provided by the Tenant and its Subcontractors under this Lease.

10.7 Damage By Fire Or Casualty. If the Improvements are destroyed or damaged by any cause, Tenant shall notify Landlord within thirty (30) days after the happening of such destruction or damage. If Tenant shall determine such destruction or damage can reasonably be repaired, Tenant shall complete such repairs within a reasonable period after the occurrence of such destruction or damage. If Tenant determines that the destruction or damage of the Premises cannot reasonably be repaired, either party may terminate this Lease upon thirty (30) days' written notice.

ARTICLE XI
Waiver of Subrogation

11.1 Waiver Of Subrogation. Landlord and Tenant hereby waive all rights of subrogation which either has or which may arise hereafter against the other for any damage to the Premises or any other real or personal property or any business caused by perils covered by fire and extended coverage, building, contents and business interruption insurance, or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it; provided, however, that the foregoing waivers do not invalidate any policy of insurance of the parties hereto now or hereafter issued, it being stipulated by the parties hereto that such waiver shall not apply in any case which would result in the invalidation of any such policy of insurance. Each party shall notify the other if such party's insurance would be so invalidated.

ARTICLE XII
Tenant's Right to Hypothecate Leasehold

12.1 Right to Encumber Leasehold. Notwithstanding any other provision of this Lease to the contrary, Tenant shall have the right to execute, acknowledge and deliver an assignment, mortgage, deed of trust or other instrument hypothecating all or any portion of the leasehold interest created hereby to secure any bona fide loan or loans to Tenant or any subtenant; provided, however, that any such encumbrance shall be subject and subordinate to all of Landlord's right, title and interest in and to the Land and Improvements and Landlord's rights under this Lease. Provided, also, that any such

mortgage or deed of trust or assignment shall specifically provide: (i) that in the event of a default by Tenant hereunder, Landlord shall have the right at its option (but shall not be required) to cure such default; and (ii) that no action shall be taken by the lender to foreclose upon any such mortgage or deed of trust or assignment until at least thirty (30) days after such lender shall have notified Landlord in writing of any default by Tenant. The rights of any such encumbrancer shall be subject to all of the terms and provisions of this Lease (as the same may from time to time be amended). The making of any such encumbrance shall not relieve Tenant of any obligation or liability hereunder and shall not render any such encumbrancer liable to perform or satisfy any of the terms or provisions of this Lease unless such encumbrancer acquires, by foreclosure or otherwise, Tenant's leasehold estate, in which case it shall be liable for the performance of the terms and provisions hereof to be performed by Tenant during the period of its holding such leasehold estate. Any purchaser of Tenant's leasehold estate upon foreclosure or under power of sale shall succeed to the rights of Tenant hereunder, including possession of the Land and Improvements, and shall be liable for the performance of the terms and provisions hereof to be performed by Tenant during the period it holds such leasehold estate.

12.2 Termination of Lease Waived if Leasehold Encumbered and Notice Given. Landlord shall not terminate this Lease because of any default or breach hereunder on the part of Tenant, if the holder of any one or more of the trust deeds or mortgages on the leasehold estate has served on Landlord a request for written notice from Landlord of Landlord's intention to terminate this Lease for Tenant's default or breach, and such holder shall within ninety (90) days after service on it of such a notice, either cure such default or breach, if the same can be cured by the payment of money, or if such default or breach is not so cureable and cannot be remedied within said ninety (90) day period, if such encumbrancer, within said period shall (i) commence in good faith to cure such default breach and diligently pursue such cure to completion, and (ii) keep and perform all of the covenants and conditions of this Lease herein provided to be kept and performed by Tenant until such time as Tenant shall cure its defaults hereunder and under said encumbrance or the leasehold hereunder shall be either sold upon foreclosure pursuant to any such mortgage or trust deed or shall be released from said mortgage or reconveyed under said trust deed; provided, however, that if the holder of said mortgage or trust deed shall fail or refuse to comply with any or all of the conditions of this paragraph, Landlord shall be released from the covenant of forebearance herein contained. Tenant shall furnish Landlord at the time of such encumbrance or at the time of any amendment or modification to such encumbrance a complete copy of such encumbrance, together with the address of the encumbrancer. Service of any notice required by this Article to be served upon such encumbrancer at said address and/or at the address contained in the request for notice referred to above, shall be deemed to have been made seventy-two (72) hours after depositing any such notice in the United States mail, so addressed, by certified or registered letter, return receipt requested postage prepaid.

12.3 Disposition of Insurance Proceeds. The mortgage documents shall provide that any proceeds from fire or extended coverage insurance shall be used for repair or rebuilding of the leasehold improvements on the Land and not to repay part of the outstanding mortgage.

12.4 Request for Notice of Default for Landlord's Protection. On recording of the mortgage, Tenant shall, at Tenant's expense, cause to be recorded in the office of the County Recorder where the Land and Improvements are located, a written request executed and acknowledged by Landlord for a copy of all notices of sale under the mortgage, as provided by the statutes of the State of California, provided that HUD shall consent to such recording

12.5 New Lease to Lender. On termination of this Lease by Landlord because of Tenant's default or because Tenant rejects it in bankruptcy or similar proceedings, or on mortgagee's acquisition of the leasehold by foreclosure, Landlord shall upon request enter into a new lease with Mortgagee on the same terms and with the same priority as this Lease covering the Land and Improvements covered by the terminated or foreclosed lease if Lender (i) gives notice of request within ten (10) days after termination or foreclosure; (ii) pays all costs resulting from default and termination; and (iii) remedies all defaults construed as though the lease had, not been terminated. The new lease shall be for the remainder of the term of the terminated or foreclosed lease, effective at the date of termination or foreclosure, at the rent and on the same covenants, agreements, conditions, provisions, restrictions and limitations contained in the terminated or foreclosed lease.

12.6 Landlord's Cooperation. Landlord agrees that it will from time to time during the term of this Lease execute, acknowledge and deliver any instruments reasonably required by any lender or lenders, secured in whole or in part by the leasehold estate, or any part thereof, in order to carry out the terms and provisions of this Article XII, provided that (a) Tenant shall promptly reimburse Landlord for any expenses incurred by Landlord in connection therewith, including, but not limited to Landlord's reasonable attorneys' fees and costs in connection with drafting and negotiating the teens of such instruments, and (b) provided further, that any of such documents do not encumber or affect in any manner, directly or indirectly, Landlord's fee title to the Land and the rights of any lender or lenders of Tenant hereunder in and to the Land and Improvements, including without limitation any right to receive rents, issues and profits thereon which at no time shall be greater than the rights of Tenant hereunder. Landlord may at its election but shall not be required to enter into any non-disturbance or other agreement, or deliver any instrument, which modifies or amends Landlord's rights or obligations under this Lease provided that Tenant shall promptly reimburse Landlord for any expenses incurred by Landlord in connection therewith, including but not limited to Landlord's reasonable attorney's fees and costs incurred by Landlord in connection with the negotiation of the terms of any such non-disturbance or other agreement.

ARTICLE XIII
Assignment and Subletting

13.1 Tenant's Right of Assignment. Tenant shall have the right to assign or otherwise transfer Tenant's interest in this Lease and the estate created by this Lease without Landlord's consent, upon the following conditions.

A. The Tax Credit Compliance Period shall have expired. The Tax Credit Compliance Period means, pursuant to Internal Revenue Code Section 42(j)(1), the period of 15 taxable years, beginning with the first year of the Tax Compliance Period. The first year of the Tax Credit Compliance Period is the first year that the Tenant claims tax credits, which must be either the year the Improvements are placed in service or, at the Tenant's election, the year following the year the Improvements are placed in service; and

B. The Tenant shall provide the Landlord a first right of refusal as follows:

1.1.Notice of Intent to Sell. Should Tenant become desirous of selling, assigning, transferring, or otherwise disposing of this Lease and the estate created by this Lease ("Interest"), Tenant shall first serve written notice on the

Landlord, in the manner prescribed herein of its desire to do so ("Notice"). The Notice must state:

1.1.1.The name and address of the person or entity to which the Tenant intends to sell, assign, or transfer the Interest or any interest therein;

1.1.2. The Interest that the Tenant proposes to sell, assign or transfer;

1.1.3.The price or amount to be paid to the Tenant for the proposed sale, assignment or transfer; and

1.1.4. All other terms and conditions of payment.

1.2. Purchase by Landlord. For forty-five (45) days after receipt of the Notice, the Landlord shall have the option, but not the obligation, to purchase and close Tenant's interest in this Lease and the estate created by this Lease at the lesser of (1) the terms and price stated in the Notice, or (2) the sum equal to the lesser of (i) the outstanding debt owed by the Tenant to lenders, including prepayment penalties or other costs associated with the pay-off of the loans, and vendors, plus the amount of taxes to be incurred by Tenant, if any, as a result of the sale, transfer or assignment, or (ii) the amount permitted by Section 42(i)(7) of the Internal Revenue Code.

1.3. Any transfer under this provision shall be subject to HUD's Transfer of Physical Assets requirements which require in part that the acquiring entity meet HUD's requirement that the owner be a single asset entity. No transfer of any interest in the Project shall be effective prior to such approval by HUD. No Purchaser will take possession of the Project nor assume benefits of Project ownership prior to such approval by HUD.

1.4.Default of Option. Should the Landlord fail to purchase all of the Tenant's interest in this Lease and the estate created by this Lease, as set forth above, Tenant is under no obligation to sell Tenant's interest in this Lease and the estate created by this Lease to the Landlord, but may instead sell, assign or otherwise transfer the Interest to the person or entity specified in the Notice at the price and on the terms and conditions specified in such Notice. Tenant may not, without giving a new notice of its intention to do so, sell, assign or otherwise transfer any or all of the offered Interest to any other person or entity or at any other price or on any other terms and conditions than those specified in the original Notice and the proposed buyer, transferee or assignee shall, in recordable form, expressly assume all the covenants and conditions of this Lease. Any transfer in violation of this section shall be null and void and of no effect.

13.2 Tenant's Right to Sublet. Tenant shall not have the right to sublet all or any part or parts of the Land or any Improvements, or both, unless such sublease is within the intended use of the Improvements such as leasing to tenants.

ARTICLE XIV
Defaults and Remedies

14.1 Events of Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

A. The abandonment of the Land and Improvements by Tenant for more than thirty (30) days;

B. The failure by Tenant to make any payment of rent, or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant;

C. The failure of Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in subparagraph (B) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion;

D. The making by Tenant of any general assignment for the benefit of creditors; (ii) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located in, on, or about the Land and the Improvements, or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located in, on or about the Land and the Improvements, or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

14.2 Landlord's Remedies in the Event of Default. In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach.

A. Terminate Tenant's right to possession of the Land and Improvements by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Land and Improvements to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including but not limited to the cost of recovering possession of the Land and Improvements; expense of re-letting; reasonable attorney's fees; and the worth at the time of award by the court having jurisdiction thereof of (i) the unpaid rent which had been earned at the time of termination, (ii) the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss for the same

period which Tenant proves could have been reasonably avoided, and (iii) the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided. The worth at the time of award of the sums referred to in clauses (i) and (ii) above shall be computed by allowing interest from due date at the maximum rate provided by law. The worth at the time of award of the amount referred to in clause (iii) above shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award, plus one percent (1%).

B. Maintaining Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Land and the Improvements. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

C. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of California.

D. In addition, Landlord agrees that it will take no action to effect a termination of this Lease for any reason, including by reason of any Event of Default or exercise any remedies available to Landlord hereunder or seek indemnification from Tenant (i) at any time that Landlord or an affiliate thereof is a general partner of Tenant or (ii) if Landlord or an affiliate thereof is not a general partner of Tenant, without first giving to RBC Tax Credit Equity, LLC, an Illinois limited liability company (the "Limited Partner"), reasonable time, not to exceed sixty (60) days, to replace Tenant's general partner and/or to admit an additional general partner and cause the new general partner to cure the Event of Default.

14.3 Bankruptcy or Insolvency: Assumption by Trustee.

A. In the event of the filing or commencement of any proceeding by or against Tenant, under the Federal Bankruptcy Code, the duly appointed Trustee, subject to Court approval, shall have the right to assume this Lease subject to its terms and provisions, and provided that the following conditions are first satisfied:

1. The Trustee shall cure the default, or provide "adequate assurance" that the Trustee will promptly cure such default;

2. The Trustee shall compensate or provide "adequate assurance" that the Trustee will promptly compensate the Landlord for any actual pecuniary loss resulting from such default; and

3. Trustee shall provide "adequate assurance" of future performance of the covenants, agreements and obligations of Tenant under the terms of this Lease.

B. For purposes of subparagraph (A) of this section, "adequate assurance" of future performance of the terms and provisions of this Lease, shall include adequate assurance:

1. of the source of the fixed rent and other consideration due under this Lease; and

2. that assumption or assignment of this Lease will not substantially breach any provision hereof

C. The failure by the Trustee in any case under Chapter 7 of the Bankruptcy Code to assume or reject this Lease within sixty (60) days after the order for relief, or within such additional time as the Court for cause within such sixty (60) day period shall fix, shall be deemed a rejection. In a case under Chapter 11 or 13 of the Bankruptcy Code, the Trustee shall retain the right to assume this Lease at any time prior to the confirmation of a plan, subject to a Court Order requiring the Trustee to determine whether to assume or reject this Lease within a specified period of time, not to exceed sixty (60) days. Failure to assume or reject this Lease within said period shall be deemed a rejection.

D. The Trustee acting in accordance with the provisions contained in subparagraph (a) of this section, shall not under any circumstances require Landlord to provide services or supplies incidental to this Lease before any assumption of this Lease, unless Landlord shall be compensated under the terms of this Lease, for any services and supplies provided under this Lease before such assumption.

14.4 Notwithstanding anything to the contrary contained herein, Landlord hereby agrees that any cure of any default made or tendered by one or more of Tenant's limited partners shall be deemed to be a cure by Tenant and shall be accepted or rejected on the same basis as if made or tendered by Tenant. Copies of all notices which are sent to Tenant hereunder shall also be sent to the Limited Partner, care of RBC Tax Credit Equity, LLC at 600 Superior Avenue, Suite 2300, Cleveland, Ohio 44114, Attn: President and General Counsel.

ARTICLE XV
Default by Landlord

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord (except as provided in subparagraph 12.6) and to the holder of any first mortgage or deed of trust covering the Land and Improvements, whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligations; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

ARTICLE XVI
Surrender

At the end of said term or other sooner termination of this Lease, Tenant will peaceably deliver up to Landlord possession of the Premises and shall not be required to remove any improvements from the Premises which Tenant has installed, erected, constructed, or otherwise placed on the Premises.

ARTICLE XVII
Holding Over

If Tenant continues its occupancy of the Premises after the expiration of the term of this Lease or any renewal or extension thereof (or any earlier termination provided or permitted by this Lease) either with or without the consent of Landlord, such tenancy shall be month-to-month only, and not year-to-year or based on any other interval of time. Such continued occupancy shall not defeat Landlord's right to possession of the Premises, and the month-to-month tenancy provided for herein may be canceled at the end of any calendar month upon not less than thirty (30) days' prior written notice from Landlord to Tenant. Except for provisions relating to the term of this Lease, all covenants, provisions, obligations and conditions of this Lease shall remain in full force and effect during such month-to-month tenancy. If tenancy converts to month-to-month pursuant to this Article XVII rent will continue to be paid annually pursuant to Article III hereof. If tenancy is terminated pursuant to this Article XVII before the expiration of a full calendar year rent will be calculated based on the period from the last rent payment date until the date of termination.

ARTICLE XVIII
Condemnation

In case at any time or times during said term the Premises or any part thereof shall be required, taken or condemned by any authority having the power of eminent domain, Tenant shall have the right to terminate this Lease. With regard to any condemnation proceeds, all compensation and damages payable for or on account of any land shall be payable to and be the sole property of Landlord, and all compensation and damages payable for or on account of any improvements shall be payable to and be the sole property of Tenant.

ARTICLE XIX
Arbitration Of Disputes

THIS ARBITRATION OF DISPUTES PROVISION IS ENFORCEABLE IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1, ET. SEQ. THE PARTIES SHALL HAVE THE RIGHT TO CONDUCT DISCOVERY IN ACCORDANCE WITH CODE OF CIVIL PROCEDURE § 1283.05. ANY CLAIM OR CONTROVERSY OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO THE ISSUE OF ARBITRABILITY, ARISING OUT OF OR RELATING TO THIS LEASE, SHALL BE DECIDED BY FINAL AND BINDING ARBITRATION TO BE ADMINISTERED BY (i) JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. (JAMS) OR (ii) SUCH OTHER FORUM FOR ARBITRATION AS LANDLORD AND TENANT MIGHT AGREE UPON, IN ACCORDANCE WITH THE RULES OF PRACTICE AND PROCEDURE THEN IN EXISTENCE FOR JAMS, OR THE ALTERNATIVE IF

SELECTED BY THE PARTIES. THE VENUE FOR SUCH ARBITRATION SHALL BE IN VENTURA COUNTY, CALIFORNIA. A FINAL AND BINDING DETERMINATION OF SUCH UNDERLYING CONTROVERSY, DISPUTE, QUESTION OR ISSUE SHALL BE MADE BY AN ARBITRATION CONDUCTED PURSUANT TO THIS SECTION AFTER AN APPROPRIATE TRANSFER OR REFERENCE TO JAMS UPON MOTION OR APPLICATION OF EITHER PARTY HERETO.

THE ARBITRATOR IS AUTHORIZED TO AWARD ANY REMEDY ALLOWED BY THE APPLICABLE LAW, INCLUDING DAMAGES, PRE OR POST JUDGMENT INTEREST AND ATTORNEYS' FEES AND EXPENSES, AND TO GRANT FINAL OR INTERLOCUTORY RELIEF, INCLUDING TEMPORARY, PRELIMINARY OR PERMANENT INJUNCTIVE RELIEF. NOTWITHSTANDING THIS AUTHORITY, THE ARBITRATOR MAY NOT AWARD PUNITIVE DAMAGES, JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

NOTICE: BY INITIALING THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS LEASE TO NEUTRAL ARBITRATION.

NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS ARTICLE XIX SHALL APPLY TO ANY RIGHTS THAT THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOMENT ("HUD") MAY HAVE UNDER HUD'S LOAN DOCUMENTS; AND PROVIDED, FURTHER, THAT HUD SHALL NOT BE SUBJECT TO ANY REQUIREMENT TO SUBMIT ANY MATTER TO ARBITRATION.

LANDLORD'S INITIAL_____ TENANT'S INITIAL_____

ARTICLE XX
Miscellaneous

20.1 Recording. Upon the execution and delivery of this Lease, the parties shall execute, acknowledge and cause to be recorded a "Short Form Memorandum" of this Lease. Landlord shall pay the

cost of recording such "Short Form Memorandum" of this Lease in the form attached as Exhibit "C" hereto.

20.2 Number and Gender. Words in the singular, plural, masculine, feminine and neuter as used herein shall have the meanings and be construed as required by the context in which they are used herein.

20.3 Notices. Any notice or consent required to be given by or on behalf of either party to the other shall be in writing and shall be deemed effective either (i) one (1) business day after sending by an overnight courier service, (ii) two (2) business days after sending by registered or certified mail, return receipt requested, or (iii) upon personal delivery, addressed to the other party as indicated in this Lease, or at such other address as may be specified from time to time in writing by either party.

Any notice or consent given hereunder by either party shall be deemed effective when mailed as aforesaid, but the time period in which to respond to any notice or consent shall commence to run on the date on which such notice or consent is actually received by the addressee. Refusal to accept delivery shall be deemed receipt thereof.

20.4 Extension of Time. Notwithstanding any provision contained in this Lease, when applicable, Landlord may for good cause shown, allow additional time beyond the time or times specified in this Lease for the Tenant to comply, observe, and perform any of the lease terms, conditions, and covenants.

20.5 Attorneys' Fees. If either party brings an action to enforce the terms hereof of declare rights hereunder, the prevailing party in any such action on trial or appeal shall be entitled to reasonable attorneys' fees to be paid by the losing party, as fixed by the court.

20.6 Parties in Interest. Subject to the provisions of this Lease relating to assignment, subleasing and other transfers of the parties' interests, this Lease shall inure to the benefit of and be binding upon the successors in interest and assigns of the parties hereto.

20.7 Importance of Each Covenant. Each covenant and agreement on the part of one party hereto is understood and agreed to constitute an essential part of the consideration for each covenant and agreement on the part of the other party.

20.8 Severability of Provisions. If any term or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be determined to be invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

20.9 Headings. The headings of each section of this Lease are for convenience of reference only and do not form a part hereof, and they shall not be interpreted or construed to modify, limit, or amplify the intent of such sections.

20.10 Governing Law. This Lease shall be construed and governed by the laws of the State of California. Should any provisions be illegal or not enforceable under the laws of the said State, it or they shall be considered severable, and the Lease and its conditions shall remain in force and be binding upon the parties as though the said provisions had never been included.

20.11 Entire Agreement. This instrument shall merge all undertakings between the parties hereto with respect to the Premises and upon execution by both parties shall constitute the entire lease agreement, unless thereafter modified by both parties in writing.

20.12 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, Tenant and Landlord have executed this Lease under seal as of the date first written above.

TENANT:

UHC 00558 Oxnard, L.P., a California limited partnership

By: UHC 00558 Oxnard Holdings LLC
Its: Co-General Partner

By:_____
David H. Bigley

LANDLORD:

Housing Authority of the City of Oxnard

By:_____
Name: Arturo Casillas, Housing Director

EXHIBIT "A"
Legal Description of Land

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

Lots 1 through 4 inclusive per Tract 5952-1 as filed in Book _____ Pages _____ through _____ inclusive, of Maps. As filed in the Office of the County Recorder, County of Ventura, State of California.

Notwithstanding any other provisions of this ground lease, if and so long as this leasehold is subject to a security instrument insured, reinsured, or held by HUD or given to HUD in connection with a resale, or the Property is acquired and held by HUD because of a default under the security instrument, the following provisions of this Lease Addendum shall be in effect:

a) The tenant is authorized to obtain a loan, the repayment of which is to be insured by HUD and secured by a security instrument on this leasehold estate and the Improvements[1]. The tenant is further authorized to execute all documents necessary as determined by HUD and otherwise to comply with Program Obligations for obtaining such an insured loan.

b) Intentionally Deleted.

c) If approved by HUD, the tenant may convey, assign, transfer, lease, sublease or sell all or any part of its leasehold interest in the Property and its interest in the Improvements without the need for approval or consent by any other person or entity.

d) (i) Insurance policies shall be in an amount, and with such company or companies and in such form, and against such risks and hazards, as shall be approved by lender and HUD.

(ii) The landlord shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by the tenant to lender. The landlord may at its own expense, however, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be furnished by the tenant to lender.

e) (i) If all or any part of the Property or the Improvements or the leasehold estate shall be taken or damaged by condemnation, that portion of any award attributable to the Improvements or the tenant's interest in the leasehold estate or damage to the Improvements or the to tenant's interest in the leasehold estate shall be paid to lender or otherwise disposed of as may be provided in the security instrument. Any portion of the award attributable solely to the underlying fee estate (exclusive of any

[1] **"Improvements"** means the buildings, structures, and alterations now constructed or at any time in the future constructed or placed upon the land, including any future replacements and additions.

Improvements) shall be paid to the landlord. After the date of taking, the annual ground rent shall be reduced ratably by the proportion which the award paid to the landlord bears to the total value of the Property as established by the amount HUD is to pay, as set forth in paragraph (b) of this Lease Addendum.

(ii) In the event of a negotiated sale of all or a portion of the Property or the Improvements, in lieu of condemnation, the proceeds shall be distributed and annual ground rent reduced as provided in cases of condemnation, but the approval of HUD and lender shall be required as to the amount and division of the payments to be received.

f) The landlord may terminate the ground lease prior to the expiration day of the full term of this ground lease (**"Expiration Date"**) after a tenant default under this ground lease (**"Ground Lease Event of Default"**), but only under the following circumstances and procedures. If any Ground Lease Event of Default shall occur, then and in any such event, the landlord shall at any time thereafter during the continuance of such Ground Lease Event of Default and prior to any cure, give written notice of such default(s) (**"Notice of Default"**) to the tenant, lender and HUD, specifying the Ground Lease Event of Default and the methods of cure, or declaring that a Ground Lease Event of Default is incurable. If the Ground Lease Event of Default is a failure to pay money, the landlord shall specify and itemize the amounts of such default. Failure to pay money shall be specified as a separate default and not combined with a non-monetary Ground Lease Event of Default. Within sixty (60) days from the date of giving the Notice of Default to the tenant, the tenant must cure a monetary default by paying the landlord all amounts specified in the Notice of Default and must cure any specified Ground Lease Event of Default that is capable of being cured within such period. During the period of 180 days commencing upon the date Notice of Default was given to lender and HUD, lender or HUD may: (a) cure any Ground Lease Event of Default; and (b) commence foreclosure proceedings or institute other state or federal procedures to enforce lender's or HUD's rights with respect to the leasehold or the tenant Improvements. If the tenant, lender or HUD reasonably undertake to cure any Ground Lease Event of Default during the applicable cure period and diligently pursues such cure, the landlord shall grant such further reasonable time as is necessary to complete such cure. If HUD or lender commences foreclosure or other enforcement action within such 180 days, then its cure period shall be extended during the period of the foreclosure or other action and for 90 days after the ownership of the tenant's rights under the lease is established in or assigned to HUD or such lender or a purchaser at any foreclosure sale pursuant to such foreclosure or other action. The transfer of the tenant's rights under the lease to lender, HUD or purchaser, pursuant to such foreclosure or other action shall be deemed a termination of any incurable Ground Lease Event of Default and such terminated Ground Lease Event of Default shall not give the landlord any right to terminate the lease. Such purchaser may cure a curable Ground Lease Event of Default within said 90 days. If after the expiration of all of the foregoing cure periods, no cure or termination of an existing Ground Lease Event of Default has been achieved as aforesaid, then and in that event, this lease

shall terminate, and, on such date, the term of this lease shall expire and terminate and all rights of the tenant under the lease shall cease and the Improvements, subject to the security instrument and the rights of lender thereunder, shall be and become the property of the landlord. All costs and expenses incurred by or on behalf of the landlord (including, without limitation, reasonable attorneys' fees and expenses) occasioned by any default by the tenant under this ground lease shall constitute additional rent hereunder. The landlord shall have no right to terminate this ground lease except as provided in this paragraph (f).

g) Upon termination of this ground lease pursuant to paragraph (f) above, the landlord shall immediately seek to obtain possession of the Property and Improvements. Upon acquiring such possession, the landlord shall notify HUD and lender in writing. lender and HUD shall each have six (6) months from the date of receipt of such notice of acquisition to elect to take, as tenant, a new ground lease on the Property and on the Improvements. Such new ground lease shall have a term equal to the unexpired portion of the term of this ground lease immediately prior to such termination and shall, except as otherwise provided herein, be on the same terms and conditions as contained in this ground lease, including without limitation, the option to purchase set forth under paragraph (b) above, except that lender's or HUD's liability for ground rent shall not extend beyond their occupancy under such ground lease. The landlord shall tender such new ground lease to lender or HUD within thirty (30) days after a request for such ground lease and shall deliver possession of the Property and Improvements immediately upon execution of the new ground lease. Upon executing a new ground lease, lender or HUD shall pay to the landlord any unpaid ground rent due or that would have become due under this ground lease to the date of the execution of the new ground lease, including any taxes which were liens on the Property or the Improvements and which were paid by the landlord, less any net rentals or other income which the landlord may have received on account of the Property and Improvements since the date of default under this ground lease.

h) The landlord agrees that within ten (10) days after receipt of written request from the tenant, it will join in any and all applications for permits, licenses or other authorizations required by any Governmental Authority[2] in connection with any work which the tenant may do hereunder and will also join in any grants for easements for electric telephone, telecommunications, cable, gas, water, sewer and such other public utilities and facilities as may be reasonably necessary in the operation of the Property or of any Improvements and if, at the expiration of such ten (10) day period, the landlord shall not have joined in any such application, or grants for easements, the tenant shall have the right to execute such application and grants in the name of the landlord, and for that purpose, the landlord hereby irrevocably appoints the tenant as its attorney-in-fact to execute such papers on behalf of the landlord, only to

[2] **"Governmental Authority"** means any board, commission, department or body of any municipal, county, state, tribal or federal governmental unit, including any U.S. territorial government, and any public or quasi-public authority, or any subdivision of any of them, that has or acquires jurisdiction over the mortgaged property, including the use, operation or improvement of the mortgaged property.

the extent that a public body as landlord may do so within the exercise of its municipal powers and responsibilities.

i) Nothing in this ground lease shall require the tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of the landlord or any income excess profits or revenue tax, or any other tax, assessment charge or levy upon the rent payable by the tenant under this ground lease.

j) All notices, demands and requests which are required to be given by the landlord, the tenant, lender or HUD in connection with this Ground Lease shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to the address of the party as given in this instrument unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail prior to the time when such notice is given.

All notices to lender or HUD shall be addressed as follows:

If to Lender: _____
_____
_____
_____

If to HUD: : _____
_____
_____
_____

If to Tenant: _____
_____
_____
_____

If to Landlord: _____
_____
_____
_____

k) This ground lease shall not be modified without the written consent of HUD and lender.

l) The provisions of this Lease Addendum benefit lender and HUD and are specifically declared to be enforceable against the parties to this lease and all other persons by lender and HUD. In the event of any conflict, inconsistency or ambiguity between the provisions of this Lease Addendum and the provisions of any other part of this ground lease, the provisions of this Lease Addendum shall prevail and control.

ATTACHMENT NO. 3
PAGE 32 OF 33

Warning

Any person who knowingly presents a false, fictitious or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability and administrative sanctions.

RECORDING REQUESTED BY:

Housing Authority of the City of Oxnard
Attn: Housing Director
435 South D Street
Oxnard, CA 93030

WHEN RECORDED MAIL TO:

U.S. Department of Housing and
Urban Development
Attn: Office of Counsel
611 West 6th Street, Suite 801
Los Angeles, CA 90017

NO FEE REQUIRED
PER GOVERNMENT CODE SECTION 27383

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

DRAFT

PARTIAL RELEASE OF DECLARATION OF TRUST (COLONIA VILLAGE)

This Partial Release of Declaration of Trust (this "**Release**") is made as of the __ day of December, 2015, by the United States of America, acting by and through the Secretary of the U.S. Department of Housing and Urban Development (herein, "**HUD**"), with respect to that certain property located in the City of Oxnard, County of Ventura, State of California, more particularly described in Exhibit A, attached hereto and incorporated herein (the "**Disposition Property**"), such Disposition Property otherwise known as Colonia Village, CA-16-P031-001.

RECITALS

WHEREAS, Housing Authority of the City of Oxnard, a public body corporate and politic, organized under the laws of the State of California ("**PHA**"), intends to transfer the Disposition Property via a ground lease at less than fair market value to UHC 00558 Oxnard, L.P., a California limited partnership ("**Purchaser**");

WHEREAS, PHA previously executed and recorded a document entitled "Declaration of Trust," recorded on April 26, 1991, as Instrument Number 91-055604 in the official records of the County of Ventura (the "**Declaration of Trust**"), which granted to HUD certain rights and imposed certain restrictions with respect to a portion of the Disposition Property;

WHEREAS, PHA previously requested HUD approval of the sale of the Disposition Property and HUD has, as documented in the letter from HUD to PHA dated March 20, 2008, as thereafter amended (collectively the "**Approval Letter**"), agreed to such ground lease on the terms and conditions set forth in the Approval Letter and this Release;

WHEREAS, HUD intends for the Disposition Property to be released from the Declaration of Trust at the time the Disposition Property is leased to Ground Lessee; and

WHEREAS, as a condition for the release of the Declaration of Trust, PHA hereby agrees to concurrently record in the official records of the county where the Disposition Property is located a Use Agreement acceptable to and as required by HUD and concurrently enter into a Disposition Agreement, acceptable to and as required by HUD, that restricts the use of proceeds from the lease of the Disposition Property.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Use of Disposition Property and Disposition Proceeds.** PHA, for itself and for its successors and assigns, hereby covenants and agrees for the benefit of HUD that it shall concurrently record in the official records of the county where the Disposition Property is located a Use Agreement acceptable to and as required by HUD and concurrently enter into a Disposition Agreement, acceptable to and as required by HUD, that restricts the use of proceeds from the sale of the Disposition Property.

2. **Release of Declaration of Trust.** Upon recordation of this document, the Disposition Property described in Exhibit A is hereby discharged and fully released from the Declaration of Trust.

3. **Incorporation of Recitals.** The above recitals are incorporated herein by reference.

4. **Governing Law.** This Release shall be governed, construed and interpreted in accordance with the laws of the State of California, and the parties shall submit to the jurisdiction and venue of the courts of the State of California in the county where the Disposition Property is located in any legal proceeding necessary to interpret or enforce this Release.

5. **No Negotiation.** This Release is not subject to negotiation by PHA or any lender with a secured interest in the Disposition Property.

6. **Severability.** The invalidity or unenforceability of any clause, part or provision of this Release shall not affect the validity or enforceability of the remaining portions thereof.

7. **Counterpart Signatures.** This Release may be executed in any number of original counterparts, all of which evidence only one agreement, and only one of which need be produced for any purpose.

8. **Attached Exhibit**. The following Exhibit is attached to this Release and incorporated herein:

Exhibit A – Legal Description of the Disposition Property

It is expressly understood that this is a **PARTIAL RELEASE** and that it shall not affect or impair the trust created on any of the properties remaining under the Declaration of Trust. The following are explicitly not released and remain subject to the Declaration of Trust: (1) any other projects described in the Declaration of Trust; and (2) any portion of the subject property that is not described in the attached Exhibit A.

[This space intentionally left blank.]

DRAFT

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized representatives, have each caused their names to be subscribed hereto, on the date first herein above written.

PHA hereby certifies that the statements and representations contained in this instrument and all supporting documentation are true, accurate, and complete and that each signatory has read and understands the terms of this Release. This instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD, and may be relied upon by HUD as a true statement of facts contained therein.

PHA:

_____,
a public body corporate and politic

By: Arturo Casillas

Its: Housing Director

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 _____, **2015**, before me, _____, Notary Public, personally appeared **Arturo Casillas**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person 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.

_____

Notary Public

Print Name: _____

My commission expires:

_____

ATTACHMENT NO. 3
PAGE 4 OF 7

HUD:

UNITED STATES OF AMERICA,
SECRETARY OF HOUSING AND
URBAN DEVELOPMENT

By: _____
Marcie P. Chavez
Its: Director and Authorized Agent
Los Angeles Office of Public
Housing

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 LOS ANGELES)

On _____, **2015**, before me, _____, Notary Public, personally appeared **Marcie P. Chavez**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

_____

Notary Public

Print Name:

My commission expires:

_____

DRAFT

ATTACHMENT NO. 3
PAGE 5 OF 7

SIGNATURES MUST BE NOTARIZED

Warning:

Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in any matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

DRAFT

EXHIBIT A
DISPOSITION PROPERTY

Address: Colonia Village

HUD Project No.: CA031001

HUD AMP No.: [Insert HUD AMP No.]

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

Lots 1 through 4 inclusive per Tract 5952-1 as filed in Book _____ Pages _____ through _____ inclusive, of Maps. As filed in the Office of the County Recorder, County of Ventura, State of California.

DRAFT

RECORDING REQUESTED BY:

Housing Authority of the City of Oxnard
Attn: Housing Director
435 South D Street
Oxnard, CA 93030

WHEN RECORDED MAIL TO:

Housing Authority of the City of Oxnard
Attn: Housing Director
435 South D Street
Oxnard, CA 93030

NO FEE REQUIRED
PER GOVERNMENT CODE SECTION 27383

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

DRAFT

USE AGREEMENT
(COLOINIA VILLAGE)

This Use Agreement (this "**Agreement**") dated as of December ___, 2015, is by and between the U.S. Department of Housing and Urban Development ("**HUD**"), with an address of 611 West 6th Street, Suite 801, Los Angeles, California, 90017, Housing Authority of the City of Oxnard, a public body corporate and politic organized under the laws of the State of California ("**PHA**"), with an address of 435 South D Street, Oxnard, CA 93101, and UHC 00558 Oxnard, L.P., a California limited partnership ("**Owner**"), with an address of 2000 E Fourth Street, Suite 205, Santa Ana, CA 92705.

RECITALS

WHEREAS, PHA owned and operated 21 dwelling buildings containing 104 dwelling units (collectively, the "**Units**," or singularly, a "**Unit**") and 10.50 acres of underlying land at Colonia Village, CA031001, more particularly described in that certain Declaration of Trust recorded in the official records of Ventura County (the "**Declaration of Trust**"), and as further described in Exhibit A, attached hereto and incorporated herein (the "**Disposition Property**");

WHEREAS, PHA owned and operated the Disposition Property as low-rent public housing with financial assistance provided by HUD under the U.S. Housing Act of 1937, as amended, 42 U.S.C. 1437 et. seq. (the "**Act**");

WHEREAS, construction and/or operation of the Disposition Property was financed in part by HUD;

WHEREAS, PHA requested HUD approval of the conveyance of the Disposition

Property and HUD has, as documented in the letter from HUD to PHA dated March 28, 2008, as thereafter amended (collectively the "**Approval Letter**"), attached hereto as Exhibit B and incorporated herein, agreed to such sale on the terms and conditions set forth in the Approval Letter, that certain Disposition Agreement between HUD and PHA dated concurrently herewith (the "**Disposition Agreement**") and this Agreement (collectively, the "**HUD Disposition Approval**");

WHEREAS, HUD has approved the conveyance of the Disposition Property to Owner pursuant to a ground lease for no less than 75 years and payment of rent no less than $7,000 per year; and

WHEREAS, HUD has conditioned its approval for the transfer of the Disposition Property as set forth in the HUD Disposition Approval and on the further condition that the Units be operated as residential housing for low-income families at or below eighty percent (80%) of area median income for a minimum of fifty-five (55) years from the date the local jurisdiction approves a certificate of occupancy for the Units (the "**Restricted Period**").

AGREEMENT

NOW THEREFORE, in consideration of the promises and covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Use Requirement. Owner, for itself and for its successors and assigns, hereby covenants and agrees for the benefit of PHA that the Units shall be used exclusively as units of low-income housing for families at or below eighty percent (80%) of area median income (the "**Use Requirement**") for the duration of the Restricted Period.

2. Exceptions to the Use Requirement. The following events shall not constitute a breach of the Use Requirement:

A. Vacant Units. If one or more of the Units are left vacant for a commercially reasonable period (i) while one tenant is moving out of a Unit and before another has moved in to such Unit, (ii) while waiting for a new qualifying tenant for a Unit in the event there are no tenants immediately available to move in after the previous qualifying tenant vacates, or (iii) while a Unit is being renovated and/or repaired.

B. Over-Income Tenant. To the extent an existing, previously qualifying tenant's income exceeds the limit set forth in the Use Requirement, there shall be no Notice of Violation or Event of Default so long as the next available unit is rented to a family meeting the Use Requirement restriction.

C. Casualties. If one or more of the Units are damaged or destroyed by fire or other casualty and the use of such Unit(s) in conformance with the Use Requirement ceases during a period of repairs and/or reconstruction; provided that (i) PHA is timely notified of the casualty; (ii) Owner uses commercially reasonable efforts to cause the Unit(s) to be repaired or

restored to substantially the same condition as existed prior to the event causing damage or destruction, (iii) the Unit(s) are actually repaired or restored within two (2) years after the date of the casualty, or such longer period as may be approved by HUD in writing, such approval not to be unreasonably withheld, conditioned or delayed, and (iv) the Unit(s) are thereafter operated in accordance with the Use Requirement for the remainder of the Restricted Period.

D. Takings. If the Units are taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "**Taking**"), or if any other portion of the Disposition Property in which one or more of the Units are located, which property is necessary for a tenant's occupancy of one of the Units, has been subject to a Taking; provided that (i) PHA is timely notified of the Taking; (ii) Owner applies funds received as a result of the Taking to the acquisition and development of replacement residential units that will be operated in accordance with the Use Requirement, (iii) the new units are acquired or developed within two (2) years after the date of the Taking, or such longer period as may be approved by HUD in writing, such approval not to be unreasonably withheld, conditioned or delayed, and (iii) the new units are thereafter operated in accordance with the Use Requirement for the remainder of the Restricted Period.

3. Events of Default. In the event the Use Requirement ceases to be satisfied prior to the expiration of the Restricted Period:

A. Notices of Violation. PHA shall give to Owner written notice of the failure (a "**Notice of Violation**"). Owner shall have thirty (30) calendar days after the date on which a Notice of Violation is received in accordance with Section 8 below to cure the failure; provided that, if such Owner uses commercially reasonable efforts to cure the failure within the prescribed thirty (30) day period and is unable to do so, HUD may approve in writing an extension of an additional thirty (30) calendar days to cure the failure, such approval not to be unreasonably withheld, conditioned or delayed.

B. Events of Default. PHA is hereby authorized, and shall take whatever investigative steps it deems necessary to ensure compliance. If, after receiving a Notice of Violation, the failure is not corrected to the satisfaction of PHA within the prescribed amount of time, PHA may declare a default under this Section 3 (an "**Event of Default**") without further notice.

C. Remedies. In an Event of Default by Owner, to the extent permitted by applicable law, PHA shall have the right to seek specific performance of the Use Requirement and/or to enjoin any violation of the Use Requirement in a court of competent jurisdiction. The right to specific performance and injunction shall be in addition to all other remedies available under statute, at law or in equity.

D. Recapture of Federal Funds. In the event that any of the Units cease to be used in accordance with the Use Requirement prior to the expiration of the Restricted Period, any federal funds applied to that Unit (or those Units) shall, subject to the limitations set forth in the Disposition Agreement, be eligible for recapture from and/or repayment by PHA to HUD and

shall be treated as federalized assets subject to all federal requirements (the "**Repayment Obligation**").

4. **Actions Requiring the Prior Written Approval of HUD and PHA**. Owner shall not convey, assign, transfer, sublease, pledge, hypothecate, encumber or otherwise dispose of the Disposition Property or any interest therein or permit the conveyance, assignment, transfer, sublease, pledge or encumbrance of the Disposition Property during the Restricted Period without the prior, jointly-executed, written approval of HUD and PHA. Notwithstanding the foregoing, Owner need not obtain the prior written approval of HUD and PHA for (i) the conveyance or dedication of land for use as streets, alleys or other public rights-of-way, (ii) the granting of easements for the establishment, operation and maintenance of public utilities, and/or (iii) entering into residential agreements with tenant families.

5. **Third Party Beneficiaries**. HUD shall have the same enforcement remedies available to PHA under Section 3 of this Agreement, in addition to all other remedies available to HUD under statute, at law or in equity. No person or entity, other than the parties to this Agreement, has any rights or remedies under this Agreement.

6. **Termination of Use Requirement**. Upon the expiration of the Restricted Period, the Use Requirement shall cease and terminate, and the Disposition Property shall be deemed released of the Use Requirement and this Agreement without the requirement of any further writing between the parties herein. Notwithstanding the foregoing, upon expiration of the Restricted Period, PHA and HUD agree to execute and deliver to Owner such documents as Owner shall reasonably request releasing and confirming the release of the Use Requirement and this Agreement from title to the Disposition Property and clearing title to the Disposition Property from any cloud created by the Use Requirement or this Agreement.

7. **Successors and Assigns**. Recordation of this Agreement shall constitute the agreement by PHA and Owner to be bound by and to comply with the restrictions set forth in this Agreement. The benefits and burdens of this Agreement touch and concern and run with the land and are binding upon and shall inure to the benefit of the respective successors and assigns of the parties to this Agreement. Wherever the term "Owner" is used herein such term shall be construed to include any successor owner to title to the Disposition Property (each, a "**Successor Owner**"). Notwithstanding the foregoing, no party other than PHA shall exercise the rights and privileges reserved herein to PHA, or bear the obligations imposed herein on PHA, unless such party shall receive and record in the official records of the county where the Disposition Property is located a written assignment of all or a portion of such rights, privileges and obligations. Notwithstanding the foregoing, in no event shall the beneficiary of any deed of trust encumbering the Disposition Property or any other purchaser at foreclosure (the "**Holder**") have any liability for sums which are due and payable under this Agreement prior to such Holder's acquisition of title to the Disposition Property. This Agreement shall extend to and be binding upon the Holder only in the event that the Holder acquires ownership of the Disposition Property.

8. **Notices**. All notices under this Agreement shall be in writing and shall be served by (a) personal service or receipted courier service, (b) by registered or certified first class mail,

return receipt requested, or (c) nationally-recognized overnight delivery service, addressed to HUD, PHA or Owner, as appropriate, at the addresses for such parties set forth in the initial paragraph or third recital of this Agreement. Any notice or other communication sent pursuant to clause (a) hereof shall be deemed received upon such personal service, if sent pursuant to clause (b) shall be deemed received five (5) business days following deposit in the mail, and/or if sent pursuant to clause (c) shall be deemed received the next succeeding business day following deposit with such nationally recognized overnight delivery service. Any party may change its address by notice given in accordance with this Section 8.

9. Business Day. A business day is any calendar day other than a Saturday, Sunday or a holiday generally observed by banking institutions in the State of California. In the event the last day permitted for the performance of any act required or permitted under this Agreement falls on a day other than a business day, the time for such performance will be extended to the next succeeding business day. Each time period under this Agreement shall exclude the first day and include the last day of such time period.

10. Amendments. This Agreement may be amended only by a written instrument signed by the parties to this Agreement. Notwithstanding the foregoing, the parties may not amend, modify, rescind, revoke and/or terminate this Agreement without the prior written approval of HUD.

11. Subordination. Any mortgage liens shall be subject and subordinate to this Agreement. This Agreement shall survive foreclosure and bankruptcy.

12. Fair Housing and Civil Rights Requirements. With regard to the Disposition Property, Owner shall comply with all applicable fair housing and civil rights requirements including the obligations to affirmatively further fair housing and adhere to the site selection and neighborhood standards set forth in 24 CFR §§ 1.4(b)(3) and 941.202, as applicable.

13. Federal Accessibility Requirements. With regard to the Disposition Property, Owner shall comply with all applicable federal accessibility requirements under the Fair Housing Act and the implementing regulations at 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 CFR Part 8, and Titles II and III of the Americans with Disabilities Act and the implementing regulations at 28 CFR Parts 35 and 36, respectively.

14. Impairment of HAP Contract. The terms and provisions of this Agreement shall continue in full force and effect except as expressly stated herein. Any conflicts between this Agreement and any HAP Contract shall be resolved by HUD, at its sole and absolute discretion.

15. Execution of Other Agreements. PHA and Owner each covenant and agree that it has not and shall not execute any other agreement with provisions contradictory of, or in opposition to, the provisions of this Agreement, and that in any event, the provisions of this Agreement are paramount and controlling as to the rights and obligations set forth herein and supersede any conflicting requirements.

16. Subsequent Statutory Amendments. If revisions to the provisions of this Agreement are necessitated by subsequent statutory amendments, PHA and Owner each agree to execute modifications to this Agreement as necessary to conform to the statutory amendments. In the alternative, at HUD's sole and absolute discretion, HUD may implement any such statutory amendment through rulemaking.

17. Reimbursement of Attorney Fees. Owner shall reimburse PHA for all attorneys' fees and expenses reasonably incurred by PHA in connection with the enforcement of PHA's rights under this Agreement, including, but not limited to, all such fees and expenses for trial, appellate proceedings, out-of-court workouts, mediation and settlements, and for enforcement of rights under any state or federal statute, including, but not limited to, all such fees and costs relating to any bankruptcy and/or insolvency proceedings of such Successor Owner, such as in connection with seeking relief from stay in a bankruptcy proceeding or negotiating and documenting any amendment or modification of this Agreement.

18. Incorporation of Recitals. The above recitals are incorporated herein by reference.

19. Governing Law. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of California, and the parties shall submit to the jurisdiction and venue of the courts of the State of California in the county where the Disposition Property is located in any legal proceeding necessary to interpret or enforce this Agreement.

20. No Negotiation. This Agreement is not subject to negotiation by PHA, Owner or any lender with a secured interest in the Disposition Property.

21. Severability. The invalidity or unenforceability of any clause, part or provision of this Agreement shall not affect the validity or enforceability of the remaining portions thereof.

22. Counterpart Signatures. This Agreement may be executed in any number of original counterparts, all of which evidence only one agreement, and only one of which need be produced for any purpose.

23. Attached Exhibits. The following Exhibits are attached to this Agreement and incorporated herein:

Exhibit A – Legal Description of the Disposition Property
Exhibit B – Approval Letter

[This space intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized representatives, have caused their names to be subscribed hereto, on the first date herein above written.

PHA and Owner each hereby certify that the statements and representations contained in this instrument and all supporting documentation are true, accurate, and complete and that each signatory has read and understands the terms of this Agreement. This instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD, and may be relied upon by HUD as a true statement of facts contained therein.

PHA:

_____,
a public body corporate and politic

By: _____

Its: _____

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 whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person 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.

_____

Notary Public

Print Name: _____

My commission expires:

_____

OWNER:

_____,
a _____

By: _____

Its: _____

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 whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person 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.

_____

Notary Public

Print Name: _____

My commission expires:

_____

HUD:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: _____
Marcie P. Chavez
Its: Director and Authorized Agent
Los Angeles Office of Public Housing

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 LOS ANGELES)

On _____, **20**__, before me, _____, Notary Public, personally appeared **Marcie P. Chavez**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

_____

Notary Public

Print Name: _____

My commission expires:

_____

SIGNATURES MUST BE NOTARIZED

Warning:

Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in any matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

EXHIBIT A
DISPOSITION PROPERTY

Address: Colonia Village

HUD Project No.: CA031001

HUD AMP No.: [Insert HUD AMP No.]

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

Lots 1 through 4 inclusive per Tract 5952-1 as filed in Book _____ Pages _____ through _____ inclusive, of Maps. As filed in the Office of the County Recorder, County of Ventura, State of California.

EXHIBIT B
APPROVAL LETTER

[See Attached]

DISPOSITION AGREEMENT

This Disposition Agreement (this "**Agreement**") dated as of December ___, 2015, is by and between the U.S. Department of Housing and Urban Development ("**HUD**"), with the address of 611 West 6th Street, Suite 801, Los Angeles, California, 90017, and the Housing Authority of the City of Oxnard, a public body corporate and politic organized under the laws of the State of California ("**PHA**"), with an address of 415 South D Street, Oxnard, CA 93030.

RECITALS

WHEREAS, PHA owned and operated twenty-one (21) dwelling buildings containing one hundred four units, (104) dwelling units on 10.50 acres of underlying land at Colonia Village, CA031001, more particularly described in that certain Declaration of Trust recorded in the official records of Ventura County, California (the "**Declaration of Trust**"), and as further described in Exhibit A, attached hereto and incorporated herein (the "**Disposition Property**");

WHEREAS, PHA owned and operated the Disposition Property as low-rent public housing with financial assistance provided by HUD under the U.S. Housing Act of 1937, as amended, 42 U.S.C. 1437 *et. seq.* (the "**Act**");

WHEREAS, construction and/or operation of the Disposition Property was financed in part by HUD;

WHEREAS, PHA requested HUD approval of the conveyance of the Disposition Property and HUD has, as documented in the letter from HUD to PHA dated March 28, 2008, as thereafter amended on March 30, 2008, March 1, 2014, and June 9, 2015, (collectively the "**Approval Letter**"), attached hereto as Exhibit B and incorporated herein, agreed to such sale on the terms and conditions set forth in the Approval Letter and this Agreement;

WHEREAS, PHA will realize proceeds from the conveyance of the Disposition Property pursuant to a ground lease for no less than 75 years and payment of rent no less than $7,000 per year (the "**Disposition Proceeds**");

WHEREAS, PHA has requested HUD approval pursuant to Section 18 of the Act to use the Disposition Proceeds for purposes authorized under, and in accordance with, Section 18 of the Act, 24 CFR Part 970, the Approval Letter and/or all other applicable HUD notices and other guidance in effect at the time of this Agreement; and

WHEREAS, HUD has, as documented in the Approval Letter, agreed to the above use of the Disposition Proceeds on the terms and conditions set forth in the Approval Letter and this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the promises and covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby

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PAGE 1 OF 11

acknowledged, the parties hereby agree as follows:

1. **Disposition of the Disposition Property**. PHA shall not convey, assign, transfer, sublease, pledge, hypothecate, encumber or otherwise dispose of the Disposition Property prior to HUD releasing the Declaration of Trust as they relate to the Disposition Property.

2. **Use of the Disposition Property**. PHA shall encumber the Disposition Property with a use agreement between PHA, HUD and the Purchaser in the form of Exhibit C, attached hereto and incorporated herein (the "**Use Agreement**"). The Use Agreement shall be recorded against the Disposition Property in a first-lien position, with the exception of (i) property taxes and assessments not yet due and payable, (ii) easements for the establishment, operation and maintenance of public utilities, and (iii) encumbrances that do not constitute a lien or other security interest on the Disposition Property or grant any party the right to a lien or security interest on the Disposition Property.

3. **Use of the Disposition Proceeds.**

A. Approved Uses. PHA shall use the Disposition Proceeds solely for purposes authorized under, and in accordance with, Section 18 of the Act, 24 CFR Part 970, the Approval Letter and/or all other applicable HUD notices and other guidance in effect at the time of this Agreement (the "**Approved Uses**"). Any Disposition Proceeds not used in a manner that complies with this Agreement shall be eligible for recapture from and/or repayment by PHA to HUD and shall be deemed federalized assets subject to all applicable federal requirements.

B. Reporting Requirements. Until directed otherwise by HUD in writing, PHA shall submit to HUD reports in the number and form required by HUD, but at least on an annual basis as part of PHA's audited financial statements, indicating the amount of the Disposition Proceeds, if any, PHA has both received and expended, along with any additional information that HUD may require. Such reports shall include without limitation the following information: (i) whether PHA realized any of the Disposition Proceeds in the twelve (12) months preceding submission of the report to HUD, and if so, the exact dollar amounts; (ii) evidence that PHA maintains separate accounting for the Disposition Proceeds; and (iii) a detailed description, including the exact amount in dollars, of the use of any of the Disposition Proceeds in the twelve (12) months preceding submission of the report to HUD. Upon written request, PHA shall submit to HUD copies of invoices and/or receipts for all expenditures of the Disposition Proceeds within thirty (30) calendar days of receipt of such request.

C. **Designated Fund Account**. Upon receipt of any Disposition Proceeds, PHA shall deposit the Disposition Proceeds in a designated fund account controlled by PHA (the "**Account**"). The Disposition Proceeds shall be released from the Account only for the Approved Uses.

4. **Use of Properties to Which the Disposition Proceeds are Applied.**

A. Implementation of the Use Requirement. For a period of at least fifty-five (55) years (the "**Restricted Period**"), any dwelling units to which the Disposition Proceeds are

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applied must be operated in accordance with the Approved Uses (the "**Use Requirement**").

(1) Property Owned by PHA. PHA shall encumber any parcels it owns and to which the Disposition Proceeds are applied pursuant to the Approval Letter and this Agreement with a use agreement between HUD and PHA in the form of Exhibit D, attached hereto and incorporated herein (the "**PHA/Third Party Use Agreement**"), requiring the properties to be used in compliance with the Use Requirement for the Restricted Period. The PHA/Third Party Use Agreement shall be recorded against the relevant properties subject, in each instance, only to (a) property taxes and assessments for the year in which the PHA/Third Party Use Agreement is recorded, a lien not yet due and payable (if and as applicable), and (b) other encumbrances that do not constitute a lien or other security interest on the encumbered property or grant any party the right to a lien or security interest on the encumbered property.

(2) Property Owned by a Third Party. PHA shall encumber any parcels owned by a third-party and to which the Disposition Proceeds are applied pursuant to the Approval Letter and this Agreement with a use agreement between HUD, PHA and the owner of the property in the form of the PHA/Third Party Use Agreement, requiring a specified number of units in each encumbered property to be used in compliance with the Use Requirement for the Restricted Period. The PHA/Third Party Use Agreement shall be recorded against the relevant properties subject only to (a) property taxes and assessments for the year in which the PHA/Third Party Use Agreement is recorded, a lien not yet due and payable (if and as applicable), and (b) other encumbrances that do not constitute a lien or other security interest on the encumbered property or grant any party the right to a lien or security interest on the encumbered property.

B. Commencement of the Restricted Period. The Restricted Period with respect to the units in any given property to which the Disposition Proceeds are applied shall commence on the date the applicable PHA/Third Party Use Agreement is recorded against the subject property.

C. Applicability of the Use Requirement. The following shall not constitute a breach of the Use Requirement:

(1) Vacant Units. If one or more units to which the Disposition Proceeds are applied are left vacant for a commercially reasonable period (i) while one tenant is moving out and before another has moved in to such unit, (ii) while waiting for a new qualifying tenant in the event there are no tenants immediately available to move in after the previous qualifying tenant vacates, or (iii) while the unit is being renovated and/or repaired.

(2) Casualties. If one or more of the units to which Disposition Proceeds are applied are damaged or destroyed by fire or other casualty and the use of such unit(s) in conformance with the Use Requirement ceases during a period of repairs and/or reconstruction; provided that (i) PHA is timely notified of the casualty; (ii) the owner uses commercially reasonable efforts to cause the unit(s) to be repaired or restored to substantially the same condition as existed prior to the event causing damage or destruction, (iii) the unit(s) are actually repaired or restored within two (2) years after the date of the casualty, and (iv) the

unit(s) are thereafter operated in accordance with the Use Requirement for the remainder of the Restricted Period.

(3) Takings. If one or more units to which the Disposition Proceeds are applied are taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "**Taking**"), or if any other portion of the property in which one or more of the units are located, which property is necessary for a tenant's occupancy of one of the units, has been subject to a Taking; provided that (i) PHA is timely notified of the Taking; (ii) the owner applies funds received as a result of the Taking to the acquisition and development of other residential units that will be operated in accordance with the Use Requirement, (iii) the new units are acquired or developed within two (2) years after the date of the Taking, and (iii) the new units are thereafter operated in accordance with the Use Requirement for the remainder of the Restricted Period.

D. Violation of the Use Requirement. In the event any unit or units to which the Disposition Proceeds are applied cease to be used in accordance with the Use Requirement prior to the expiration of the Restricted Period:

(1) Notices of Violation. HUD shall give written notice of the failure to PHA (a "**Notice of Violation**"). PHA shall have ninety (90) calendar days after the date on which a Notice of Violation is received in accordance with Section 8 below to cure the failure. HUD is hereby authorized, and shall take whatever investigative steps it deems necessary in order to ensure compliance. If, after receiving Notice of a Violation, the failure is not corrected to the satisfaction of HUD within the prescribed amount of time, HUD may declare a default under this Section 4(D)(1) (an "**Event of Default**") without further notice.

(2) Remedies. In an Event of Default, to the extent permitted by applicable law, HUD shall have the right to seek specific performance of the Use Requirement and/or to enjoin any violation of the Use Requirement in a court of competent jurisdiction. The right to specific performance and injunction shall be in addition to all other remedies available under statute, at law or in equity.

(3) Recapture of Federal Funds. In the event that any of the units to which Disposition Proceeds are applied cease to be used in accordance with the Use Requirement prior to the expiration of the Restricted Period, the Disposition Proceeds applied to that unit (or those units) shall, subject to the limitations set forth below, be eligible for recapture from and/or repayment by PHA to HUD and shall be treated as federalized assets subject to all federal requirements.

(a) In the event fewer than all of the units to which the Disposition Proceeds are applied cease to be used in conformance with the Use Requirement within the Restricted Period, only those Disposition Proceeds applied to the units that cease to be used in conformance with the Use Requirement within the Restricted Period will be eligible for recapture from and/or repayment by PHA to HUD in accordance with this Section 4(D)(3).

(b) In the event the Disposition Proceeds are withdrawn from

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the Account and some are applied for the purposes for which they were withdrawn or returned to the Account as provided in Section 3(C) and others are not, only those funds not applied for the purposes for which they were withdrawn or returned to the Account will be eligible for recapture from and/or repayment by PHA in accordance with this Section 4(D)(3).

5. **Title Insurance**. Within ten (10) business days of recordation of the Use Agreement, PHA shall provide HUD with a conformed copy of a lender's and/or owner's title insurance policy, evidencing that the Use Agreement has been recorded prior to any financing.

6. **Third Party Beneficiaries**. This agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the parties to this Agreement.

7. **Successors and Assigns**. Wherever referenced in this Agreement, the terms "HUD" and "PHA" shall include the respective successors and assigns of each party; provided, however, that in no event will successor owners of properties containing units to which the Disposition Proceeds are applied be deemed to be successors to PHA under this Agreement by virtue of such fact.

8. **Notices**. All notices and/or reporting under this Agreement shall be in writing and shall be served by (a) personal service or receipted courier service, (b) by registered or certified first class mail, return receipt requested, or (c) nationally-recognized overnight delivery service, addressed to HUD or PHA, as appropriate, at the addresses for such parties set forth in the initial paragraph of this Agreement. Any notice or other communication sent pursuant to clause (a) hereof shall be deemed received upon such personal service, if sent pursuant to clause (b) shall be deemed received five (5) business days following deposit in the mail, and/or if sent pursuant to clause (c) shall be deemed received the next succeeding business day following deposit with such nationally recognized overnight delivery service. Any party may change its address by notice given in accordance with this Section 8.

9. **Business Day**. A business day is any calendar day other than a Saturday, Sunday or a holiday generally observed by banking institutions in the State of California. In the event the last day permitted for the performance of any act required or permitted under this Agreement falls on a day other than a business day, the time for such performance will be extended to the next succeeding business day. Each time period under this Agreement shall exclude the first day and include the last day of such time period.

10. **Amendments**. This Agreement may be amended only by a written instrument signed by the parties to this Agreement.

11. **Execution of Other Agreements**. PHA covenants and agrees that it has not and shall not execute any other agreement with provisions contradictory of, or in opposition to, the provisions of this Agreement, and that in any event, the provisions of this Agreement are paramount and controlling as to the rights and obligations set forth herein and supersede any conflicting requirements.

12. **Subsequent Statutory Amendments**. If revisions to the provisions of this

Agreement are necessitated by subsequent statutory amendments, PHA agrees to execute modifications to this Agreement as necessary to conform to the statutory amendments. In the alternative, at HUD's sole and absolute discretion, HUD may implement any such statutory amendment through rulemaking.

13. Incorporation of Recitals. The above recitals are incorporated herein by reference.

14. Governing Law. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of California, and the parties shall submit to the jurisdiction and venue of the courts of the State of California in the county where the Disposition Property is located in any legal proceeding necessary to interpret or enforce this Agreement.

15. No Negotiation. This Agreement is not subject to negotiation by PHA or any lender with a secured interest in the Disposition Property.

16. Severability. The invalidity or unenforceability of any clause, part or provision of this Agreement shall not affect the validity or enforceability of the remaining portions thereof.

17. Counterpart Signatures. This Agreement may be executed in any number of original counterparts, all of which evidence only one agreement, and only one of which need be produced for any purpose.

18. Recordation of Agreement. HUD and PHA agree not to record this Agreement or any memorandum of it.

19. Attached Exhibits. The following Exhibits are attached to this Agreement and incorporated herein:

Exhibit A – Legal Description of the Disposition Property
Exhibit B – Approval Letter
Exhibit C – Form of Use Agreement
Exhibit D – Form of PHA/Third Party Use Agreement

[This space intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized representatives, have each caused their names to be subscribed hereto, on the date first herein above written.

PHA hereby certifies that the statements and representations contained in this instrument and all supporting documentation are true, accurate, and complete and that each signatory has read and understands the terms of this Agreement. This instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD, and may be relied upon by HUD as a true statement of facts contained therein.

PHA:

_____,
a public body corporate and politic

By: Arturo Casillas

Its: Housing Director

HUD:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: _____
Marcie P. Chavez
Its: Director and Authorized Agent
Los Angeles Office of Public Housing

Warning:

Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in any matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

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EXHIBIT A
DISPOSITION PROPERTY

Address: Colonia Village

HUD Project No.: CA031001

HUD AMP No.: [Insert HUD AMP No.]

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

Lots 1 through 4 inclusive per Tract 5952-1 as filed in Book _____ Pages _____ through _____ inclusive, of Maps. As filed in the Office of the County Recorder, County of Ventura, State of California.

DRAFT

EXHIBIT B
APPROVAL LETTER

[See Attached]

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EXHIBIT C
FORM OF USE AGREEMENT

[See Attached]

EXHIBIT D
FORM OF PHA/THIRD PARTY USE AGREEMENT

[See Attached]

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PURCHASE OPTION AND RIGHT OF FIRST REFUSAL AGREEMENT

This Purchase Option and Right of First Refusal Agreement ("Purchase Agreement"), is made as of _____ __, 2015, by and between UHC 00558 Oxnard, L.P., a California limited partnership (the "Partnership") and the Housing Authority of the City of Oxnard, a public body corporate and politic ("Optionee"), and is consented to hereinbelow by RBC Tax Credit Equity, LLC, an Illinois limited liability company (the "Consenting Limited Partner").

WHEREAS, UHC 00558 Oxnard Holdings LLC, a California limited liability company (the "Administrative General Partner") and Las Cortes, Inc., a California nonprofit public benefit corporation (the "Managing General Partner" and collectively with "Administrative General Partner" the "General Partner") and one or more other parties, concurrently with the execution and delivery of this Purchase Agreement, are entering into that certain Amended and Restated Agreement of Limited Partnership dated as of the date hereof (the "Agreement") continuing the Partnership by amending and restating a prior partnership agreement; and

WHEREAS, the Project is or will be subject to one or more governmental agency regulatory agreements (collectively, the "Regulatory Agreement") restricting its use to low-income housing and may become subject to a low-income use restriction (the "Special Covenant") pursuant to the terms and conditions of this Purchase Agreement (such use restrictions under the Regulatory Agreement and any Special Covenant being referred to collectively herein as the "Use Restrictions"); and

WHEREAS, Optionee desires to provide for the continuation of the Project as low-income housing upon termination of the Partnership by General Partner purchasing the Project at the applicable price determined under this Purchase Agreement and operating the Project in accordance with the Use Restrictions; and

WHEREAS, as a condition precedent to the formation or continuation of the Partnership pursuant to the Agreement, the Optionee has negotiated and required that the Partnership shall execute and deliver this Purchase Agreement in order to provide for such low-income housing, and the Consenting Limited Partner has consented to this Purchase Agreement in order to induce the Optionee to execute and deliver the Purchase Agreement.

NOW, THEREFORE, in consideration of the execution and delivery of the Agreement and the payment by the Optionee to the Partnership of $10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Option.** The Partnership hereby grants to Optionee an option (the "Option") to purchase either (i) the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof, owned by the Partnership at the time of purchase (the "Property"), or (ii) the Limited Partners' Partnership Interests in the Partnership (the "Partnership Interest"), after the close of the fifteen (15) year compliance

period for the low-income housing tax credit for the Project (the "Compliance Period") as determined under Section 42(i)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), and following the expiration of the Right of First Refusal Period (as defined below), on the terms and conditions set forth in this Purchase Agreement and subject to the conditions precedent to exercise of the Option specified herein. The Project real estate is legally described in Exhibit A attached hereto and made a part hereof. The Regulatory Agreement containing the Use Restrictions to which the Project real estate will remain subject under Section 8 hereof is attached hereto in Exhibit B and made a part hereof.

2. **Grant of Refusal Right**. Commencing on the expiration of the Compliance Period and continuing for a period of one year thereafter (the "Right of First Refusal Period"), in the event that the Partnership receives an offer to purchase the Project, Optionee shall have a right of first refusal to purchase the Property (the "Refusal Right") during the Right of First Refusal Period, on the terms and conditions set forth in this Purchase Agreement and subject to the conditions precedent to exercise of the Refusal Right specified herein. In addition to all other applicable conditions set forth in this Purchase Agreement, any assignment of the Refusal Right permitted under this Purchase Agreement and the Refusal Right so assigned shall be effective only if the assignee is at the time of the assignment and remains at all times thereafter, until the Refusal Right has been exercised and the resulting purchase and sale has been closed, a Permitted Assignee described in Section 9 hereof meeting the requirements of Section 42(i)(7)(A) of the Code as determined in the reasonable judgment by tax counsel to the Consenting Limited Partner. Prior to accepting any such offer to purchase the Property, the Partnership shall notify the Optionee, and the Consenting Limited Partner of such offer and deliver to each of them a copy thereof. The Partnership shall not accept any such offer unless and until the Refusal Right has expired without exercise by Optionee under Section 6 hereof.

3. **Purchase Price Under Option**. The purchase price for the Property pursuant to the Option shall be the greater of the following amounts, subject to the proviso set forth hereinbelow:

a. **Debt and Taxes**. The minimum purchase price required by Section 42(i)(7)(B) of the Code; or

b. **Fair Market Value**. The fair market value (as applicable) of (i) the Property, appraised as low-income housing to the extent continuation of such use is required under the Use Restrictions, or (ii) the Partnership Interest appraised as a Partnership Interest in a Partnership which owns a low-income housing development, any such appraisal to be made by a licensed appraiser, selected by the Partnership's regular certified public accountants, who is a member of the Master Appraiser Institute and who has experience in the geographic area in which the Project is located;

provided, however, that if prior to exercise of the Option the Internal Revenue Service (the "Service") has issued a revenue ruling or provided a private letter ruling to the Partnership, the applicability of which ruling shall be determined in its judgment by tax counsel to the Consenting Limited Partner, or tax counsel to the Consenting Limited Partner has issued an opinion letter concluding that property of the nature and use of the Property may be sold under

circumstances described in this Purchase Agreement at the greater of the price determined under Section 42(i)(7) of the Code or the price determined under subsection 3.a. hereinabove without limiting tax credits or deductions that would otherwise be available to the Consenting Limited Partner, then the Option price shall be such price.

4. **Purchase Price Under Refusal Right**. The purchase price for the Project (the "Refusal Purchase Price") pursuant to the Refusal Right shall be the minimum purchase price required by Section 42(i)(7)(B) of the Code. If the Optionee desires that exising Reserves held by Lenders of the Partnership be transferred to Optionee in connection with the transfer of the Project, the Refusal Purchase Price shall increase by the amount of such Reserves, unless such Reserves are of the type whose use is restricted by any Lender or any Authority. In such event, such restricted Reserves shall be transferred to the Optionee in connection with the transfer of the Project without cost.

5. **Exercise of Option or Refusal Right**. The Option or Refusal Right may be exercised by the Optionee by (a) giving prior written notice of the intent to exercise the Option (including an election to purchase the Property or the Partnership Interest, as applicable) or the Refusal Right (as applicable) to the Partnership and each of its partners in the manner provided in the Agreement and in compliance with the requirements of this Section 5, and (b) complying with the contract and closing requirements of Section 7 hereof. Any such notice of intent to exercise the Option shall be given during the last twelve (12) months of the Compliance Period. Any such notice of intent to exercise the Refusal Right shall be given within 180 days after Optionee has received the Partnership's notice of a offer pursuant to Section 2 hereof. In either case, the notice of intent shall specify a closing date within 180 days of the date of exercise. If the foregoing requirements (including those of Section 8 hereof) are not met as and when provided herein, the Option or the Refusal Right, or both, as applicable, shall expire and be of no further force or effect. Upon notice by the Optionee of intent to exercise the Option or the Refusal Right (as applicable), all rights under the other shall be subordinate to the rights then being so exercised unless and until such exercise is withdrawn or discontinued, and upon the closing of any sale of the Property pursuant to such notice shall expire and be of no further force or effect.

6. **Determination of Price**. Upon notice by Optionee of intent to exercise the Option or the Refusal Right, the Partnership and Optionee shall exercise best efforts in good faith to agree on the purchase price for the Property or the Partnership Interest (as applicable). Any such agreement shall be subject to the prior written consent of the Consenting Limited Partner, which shall not be unreasonably withheld as to any purchase price determined properly in accordance with this Purchase Agreement.

7. **Contract and Closing**. Upon determination of the purchase price, the Partnership and the Optionee shall enter into a written contract for the purchase and sale of the Property in accordance with this Purchase Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Project is located, providing for a closing not later than the date specified in the Optionee's notice of intent to exercise of the Option or the Refusal Right, as applicable, or 90 days after the purchase price has been determined, whichever is later. In the absence of any such

contract, this Purchase Agreement shall be specifically enforceable upon the exercise of the Option or the Refusal Right, as applicable. The purchase and sale hereunder shall be closed through a deed-and-money escrow with the title insurer for the Project or another mutually acceptable title company.

8. **Use Restrictions.** In consideration of the Option and the Refusal Right granted hereunder at the price specified herein, Administrative General Partner and Managing General Partner hereby agree that the deed of the Project to Administrative General Partner or Managing General Partner (as applicable) shall contain a covenant running with the land, restricting use of the Project to low-income housing to the extent required by those Use Restrictions contained in the Regulatory Agreement, as approved in writing by the Consenting Limited Partner and unmodified without its prior written consent. Such deed covenant shall contain a reverter clause, enforceable by the Consenting Limited Partner, its successors and assigns, in the event of material violation of such Use Restrictions. Such deed covenant shall include a provision requiring Administrative General Partner or Managing General Partner (as applicable) to pay any and all costs, including attorneys' fees, incurred by the Limited Partner or any other holder of such reverter rights in enforcing or attempting to enforce the Use Restrictions or such reverter rights, and to pay any and all damages incurred by the Consenting Limited Partner from any delay in or lack of enforceability of the same. All reverter provisions contained in such deed and in this Purchase Agreement shall be subject and subordinate to any third-party liens encumbering the Project.

If prior to exercise of the Option or the Refusal Right, as applicable, the Service has issued a revenue ruling or provided a private letter ruling to the Partnership holding that a covenant of the nature described hereinbelow may be utilized without limiting tax credits or deductions that would otherwise be available to the Consenting Limited Partner, the applicability of which ruling shall be determined by counsel to the Consenting Limited Partner in its sole judgment, then as a condition of the Option and the Refusal Right, the deed to Optionee shall include a Special Covenant specifically restricting continued use of the Project to low-income housing as determined in accordance with the same low-income and maximum rent requirements (excluding any right under the Code to raise rents after notice to the applicable state or local housing credit agency if it is unable to find a buyer at the statutory price) as are currently specified in the Agreement with reference to the low-income housing tax credit (notwithstanding any future discontinuation of such credit or modification of federal requirements therefor), except insofar as more stringent use requirements are imposed by the Regulatory Agreement as approved by the Consenting Limited Partner and unmodified without its prior written consent. The Special Covenant shall constitute part of the Use Restrictions. The Special Covenant may state that it is applicable and enforceable only to the extent such housing produces income sufficient to pay all operating expenses and debt service and fund customary reserves and there is a need for low-income housing in the geographic area in which the Project is located. The Special Covenant shall run with the land for a period of fifteen (15) years after closing of the purchase under the Option or the Refusal Right, as applicable, or, if longer, for the period measured by the then remaining period of Use Restrictions under the Regulatory Agreement, provided that the Special Covenant shall terminate at the option of any holder of the reverter rights described hereinabove, upon enforcement thereof.

In the event that neither the Option nor the Refusal Right is exercised, or the sale pursuant thereto is not consummated, then upon conveyance of the Project to anyone other than Optionee or its permitted assignees hereunder, the foregoing provisions shall terminate and have no further force or effect.

9. **Assignment.** Optionee may assign all or any of their rights under this Purchase Agreement to (a) a qualified nonprofit organization, as defined in Section 42(h)(5)(C) of the Code, (b) a government agency, or (c) a tenant organization (in cooperative form or otherwise) or resident management corporation of the Project (each a "Permitted Assignee") that demonstrates its ability and willingness to maintain the Project as low-income housing in accordance with the Use Restrictions, in any case subject to the prior written consent of the Consenting Limited Partner, which shall not be unreasonably withheld if the proposed grantee demonstrates that it is reputable and creditworthy and is a capable, experienced owner and operator of residential rental property, and subject in any event to the conditions precedent to the Refusal Right grant and the Option price set forth in Sections 2 and 3 hereof. Prior to any assignment or proposed assignment of its rights hereunder, Optionee shall give written notice thereof to the Partnership, the General Partner, and the Consenting Limited Partner. Upon any permitted assignment hereunder, references in this Purchase Agreement to Optionee shall mean the permitted Assignee where the context so requires, subject to all applicable conditions to the effectiveness of the rights granted under this Purchase Agreement and so assigned. No assignment of Optionee's rights hereunder shall be effective unless and until the permitted Assignee enters into a written agreement accepting the assignment and assuming all of Optionee's obligations under this Purchase Agreement and copies of such written agreement are delivered to the Partnership, the General Partner, and the Consenting Limited Partner. Except as specifically permitted herein, Optionee's rights hereunder shall not be assignable.

10. **Subordination.** The Option and the Refusal Right granted by this Purchase Agreement are hereby expressly made subject and subordinate to the liens created by all Project Loan Documents (and all amendments, modifications, extensions and renewals thereof). Each Project Lender is hereby made an express third party beneficiary of the foregoing subordination agreement.

11. **Miscellaneous.** This Purchase Agreement shall be governed by the laws of the State of California. This Purchase Agreement may be executed in counterparts or counterpart signature pages, which together shall constitute a single agreement.

[signature pages follow]

In Witness Whereof, the parties have executed this document as of the date first set forth hereinabove.

PARTNERSHIP:

UHC 00558 OXNARD, L.P.,
a California limited partnership

By: Las Cortes, Inc.,
a California nonprofit public benefit corporation
Its: Managing General Partner

By: _____
Name: _____
Its: _____

By: UHC 00558 Oxnard Holdings LLC,
a California limited liability company
Its: Administrative General Partner

By: _____
Name: _____
Its: _____

[signatures continue on next page]

OPTIONEE

HOUSING AUTHORITY OF THE CITY OF OXNARD:

By: _____
Name: Arturo Casillas
Its: Housing Director

[signatures continue on next page]

ATTACHMENT NO. 6
PAGE 7 OF 11

The undersigned hereby consents to the foregoing Purchase Agreement as of the date first set forth hereinabove.

CONSENTING LIMITED PARTNER:

RBC TAX CREDIT EQUITY, LLC,
an Illinois limited liability company

By: _____
Name: _____
Its: _____

ATTACHMENT NO. 6
PAGE 8 OF 11

Consenting Limited Partner Acknowledgment

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 _____)
)
COUNTY OF _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, _____ of RBC Tax Credit Equity, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary acts, and as the free and voluntary act of the company.

Given under my hand and notarial seal on _____, 20___.

_____
Notary Public

My Commission Expires: _____

[SEAL]

ATTACHMENT NO. 6
PAGE 9 OF 11

50123468.3

Managing General Partner Acknowledgment

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 _____)
) SS.
COUNTY OF _____)

On _____, 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(ies) upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

[SEAL]

ATTACHMENT NO. 6
PAGE 10 OF 11

50123468.3

Housing Authority of the City of Oxnard Acknowledgement

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 _____)
) SS.
COUNTY OF _____)

On _____, 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(ies) upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

[SEAL]

ATTACHMENT NO. 6
PAGE 11 OF 11

50123468.3

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: L-3

DATE: November 10, 2015

TO: City Council

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

FROM: Jeri Williams, Chief of Police For J.W.

SUBJECT: **Supplemental Law Enforcement Services Fund**

CONTACT: Eric Sonstegard, Assistant Police Chief
eric.sonstegard@oxnardpd.org, 385-7801

RECOMMENDATION

That City Council:

1. Recognize $322,229 in grant revenue from the State Supplemental Law Enforcement Services Fund (SLESF) for Citizens Option for Public Safety (COPS) Program.

2. Approve a budget appropriation in the amount of $322,229 for foundational infrastructure for a body-worn camera program as well as computer hardware replacement in the Police Department.

BACKGROUND

The County of Ventura will receive an estimated allocation of $1,650,391 from the State Department of Finance for front line law enforcement funds as part of the Supplemental Law Enforcement Services Funds (SLESF). Front line law enforcement funds are allocated to cities, counties and five police protection districts on a population basis. The City of Oxnard's estimated portion is $322,229. The SLESF funds result from a 0.15% Vehicle License Fee (VLF) and are meant to supplement existing services, and may not be used to supplant any existing funding for law enforcement services.

These funds will be used to purchase needed infrastructure for a body-worn camera (BWC) program as well as computers and computer equipment. Prior uses of the funds have been for computer hardware, software, network upgrade and monitors. Additionally, the funds have been used for several remodel projects within the Oxnard Police station including the report writing room, patrol briefing room, and the Records Unit.

The Oxnard Police Department is nearing the completion of a request for proposal (RFP) process to identify a suitable BWC vendor. Upon the selection of a vendor, the Department plans to purchase fifty (50) BWC systems with an anticipated deployment in early 2016. These BWC systems will be issued to front-line patrol officers and supervisors.

The BWC infrastructure costs are due to considerable upgrades needed in the Department's network capabilities to accommodate the high volume of video transfer and data storage that takes place on a daily basis with a BWC program. Other costs associated with a BWC program include hardware purchase (*body-worn cameras, mounting systems, docking stations for video download*) and additional I.T. personnel to address a marked increase in court discovery requests, public records requests, and network maintenance. Additional funding sources have been identified to address these components of the BWC program.

FINANCIAL IMPACT

The attached budget appropriation reflects the allocation of the $322,229 FY15-16 SLESF COPS Program. No matching funds are required.

ATTACHMENTS

Attachment #1 - COPS 2015-16 Ventura County Allocation
#2 - Budget Appropriation

2015-16 Enhancing Law Enforcement Activities Subaccount
Citizens' Option for Public Safety
Front-line Law Enforcement Allocation for 2015-16

City/County	City/County Population Estimates 1/1/2015	Projected Allocations by City/County	Percent of Allocation by City/County
Newman	10,753	$ 100,000	0.11759532%
Oakdale	21,773	$ 100,000	0.11759532%
Patterson	21,094	$ 100,000	0.11759532%
Riverbank	23,485	$ 100,000	0.11759532%
Turlock	71,043	$ 111,047	0.13058617%
Waterford	8,686	$ 100,000	0.11759532%
Unincorporated	112,066	$ 175,170	0.20599172%
Sutter	**95,948**	**$ 303,732**	**0.35717437%**
Live Oak	8,546	$ 100,000	0.11759532%
Yuba City	66,363	$ 103,732	0.12198373%
Unincorporated	21,039	$ 100,000	0.11759532%
Tehama	**64,323**	**$ 400,000**	**0.47038128%**
Corning	7,638	$ 100,000	0.11759532%
Red Bluff	14,260	$ 100,000	0.11759532%
Tehama	420	$ 100,000	0.11759532%
Unincorporated	42,005	$ 100,000	0.11759532%
Trinity	**13,571**	**$ 100,000**	**0.11759532%**
Unincorporated	13,571	$ 100,000	0.11759532%
Tulare	**462,189**	**$ 1,134,772**	**1.33443904%**
Dinuba	23,966	$ 100,000	0.11759532%
Exeter	10,572	$ 100,000	0.11759532%
Farmersville	10,908	$ 100,000	0.11759532%
Lindsay	12,678	$ 100,000	0.11759532%
Porterville	55,852	$ 100,000	0.11759532%
Tulare	62,363	$ 100,000	0.11759532%
Visalia	130,753	$ 204,380	0.24034083%
Woodlake	7,702	$ 100,000	0.11759532%
Unincorporated	147,395	$ 230,393	0.27093097%
Tuolumne	**54,337**	**$ 200,000**	**0.23519064%**
Sonora	4,879	$ 100,000	0.11759532%
Unincorporated	49,458	$ 100,000	0.11759532%
Ventura	**848,073**	**$ 1,650,391**	**1.94078229%**
Camarillo	67,154	$ 104,968	0.12343769%
Fillmore	15,441	$ 100,000	0.11759532%
Moorpark	35,727	$ 100,000	0.11759532%
Ojai	7,612	$ 100,000	0.11759532%
Oxnard	206,148	$ 322,229	0.37892654%
Port Hueneme	22,768	$ 100,000	0.11759532%
San Buenaventura	109,338	$ 170,906	0.20097731%
Santa Paula	30,556	$ 100,000	0.11759532%
Simi Valley	126,483	$ 197,705	0.23249202%
Thousand Oaks	129,349	$ 202,185	0.23776010%
Unincorporated	97,497	$ 152,397	0.17921203%
Yolo	**209,393**	**$ 504,348**	**0.59308923%**
Davis	66,757	$ 104,348	0.12270795%
West Sacramento	51,272	$ 100,000	0.11759532%
Winters	6,954	$ 100,000	0.11759532%
Woodland	57,525	$ 100,000	0.11759532%
Unincorporated	26,885	$ 100,000	0.11759532%
Yuba	**74,076**	**$ 300,000**	**0.35278596%**

ATTACHMENT NO. 1
PAGE 1 OF 1

REQUEST FOR BUDGET APPROPRIATION

Department: Police **Date:** November 3, 2015

Project/Program Manager: Jeri Williams **Phone:** ext. 7612

Reason for Appropriation:

To recognize State grant revenue for the Supplemental Law Enforcement Services Fund FY15-16, which is subgranted through the County of Ventura

Accounts and Descriptions		AMOUNT
Fund: STATE COPS GRANT (195)		
Revenues/Transfers In		
COPS Prog (SLESF FY15-16) (Project 662138)		
195-2030-532-7231	FEDERAL & STATE SOURCES/STATE GRANT REVENUES	322,229
	Sub-total Revenues	322,229
Expenditures/Transfers Out		
COPS Prog (SLESF FY15-16) (Project 662138)		
195-2030-802-8132	MINOR EQUIPMENT - OFFICE	87,229
195-2030-802-8134	MINOR EQUIPMENT - SHOP AND FIELD	50,000
195-2030-802-8606	CAPITAL OUTLAY / MACHINERY AND EQUIP NEW	185,000
	Sub-total Expenditures	322,229
	Net Change to Fund Balance	**0**

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT 2
PAGE 1 OF 1

BA# (Finance Use Only)

BA Doc# (Finance Use Only)

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: L-4

DATE: November 10, 2015

TO: City Council

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

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

SUBJECT: Approval of Lowest Responsible and Responsive Bid and Authorization to Issue and Execute a Contract (A-7839) for UD15-38 Orchard Park Neighborhood Street Resurfacing Project

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

RECOMMENDATION

That City Council award contract A-7839 to the lowest responsible and responsive bidder, Granite Construction Company, in the amount of $895,343.00 for UD15-38 Orchard Park Neighborhood Street Resurfacing Project, and authorize the purchasing agent to issue and execute the contract upon receipt of final documents.

BACKGROUND

On June 16, 2015, City Council approved project plans and specifications and authorized staff to conduct a public bid. The first advertisement for the public bid was on August 20, 2015. The public bid process started August 24, 2015 and closed with a public bid opening on October 7, 2015. City Procurement received four bids as follows:

Granite Construction Company	$895,343.00
All American Asphalt	$901,530.00
Toro Enterprises, Inc.	$927,744.20
J and H Engineering	$982,512.60

The department staff and Contract Compliance Review Committee has agreed with the award of this contract following receipt of staff review of all documentation received including checks of required license and registration with State DIR per SB854; Occupational Safety & Health Administration (OSHA) web site; records for debarment; and any labor compliance issues. The bid received from Granite Construction Company has been found to be a responsible and responsive bid.

Engineer's Estimate of Total Project Cost:

Contract	$895,343.00
Contingencies	89,535.00
Services from other programs	75,000.00
Outside services	59,300.00
	$1,119,178.00

Costs other than the contract price include contingencies, services from other programs (city staff time for contract administration, construction management, survey needs, and inspection) and outside construction services (soils testing, materials testing and permits).

FINANCIAL IMPACT

Funding in the amount of $1,119,178 for work under this contract will be from the 2014 Lease Revenue and Refunding Bonds Series Fund 314. There is an unencumbered balance of $1.57 million appropriated and available for the Orchard Park Estates Neighborhood Resurfacing Project 153114.

ATTACHMENTS

#1 - Tabulation of Bids
#2 - Registration No. CA DIR
#3 - Bid Package – Granite Construction Company
#4 - OSHA Report
#5 – Subcontractors
#6 - References
#7 – Certificate of Publication-Public Notice
#8 - Staff Report –Council Approval to Bid

UD15-38-Orchard Park Neighborhood Street Resurfacing
Owner: City of Oxnard

Bid Opening: 10/07/15				* marks an allowance	Granite Construction		All American Asphalt		Toro Enterprises, Inc.		J AND H ENGINEERING GENERAL	
					5335 Debbie Lane Santa Barbara, CA 93111 US **Bidder Status:** Valid **Comment:** #1 -Low Bidder		400 E 6th St Corona, CA 92878 US **Bidder Status:** Valid		2101 E Ventura Blvd Oxnard, CA 93036 US **Bidder Status:** Valid		4022 CAMINO UNIT B CAMARILLO, CA 93012 US **Bidder Status:** Valid	
UD15-38-Orchard Park Neighborhood Street Resurfacing					#1		#2		#3		#4	
Item #	*Item Code*	*Item Description*	*Quantity*	*Unit of Measure*	*Unit Price*	*Item Total*	*Unit Price*	*Item Total*	*Unit Price*	*Item Total*	*Unit Price*	*Item Total*
1	1001-3	MOBILIZATION - DEMOBILIZATION	1	LS	$44,767.00	$44,767.00	$75,000.00	$75,000.00	$45,000.00	$45,000.00	$37,000.00	$37,000.00
2	1505-3	TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY	1	LS	$48,932.00	$48,932.00	$30,000.00	$30,000.00	$74,000.00	$74,000.00	$12,000.00	$12,000.00
3	1800-3	STORM WATER POLLUTION PREVENTION PLANS	1	LS	$3,400.00	$3,400.00	$10,824.00	$10,824.00	$5,000.00	$5,000.00	$6,000.00	$6,000.00
4	1110-3	COLD MILL AC PAVEMENT -2-IN. MAX	6000	SY	$2.75	$16,500.00	$2.00	$12,000.00	$2.16	$12,960.00	$2.40	$14,400.00
5	1120-4	UNCLASSIFIED EXCAVATION	175	CY	$80.00	$14,000.00	$79.00	$13,825.00	$60.00	$10,500.00	$73.00	$12,775.00
6	1130-4	CLASS 2 AGGREGATE BASE	50	TN	$100.00	$5,000.00	$70.00	$3,500.00	$60.00	$3,000.00	$80.00	$4,000.00
7	1150-10	ASPHALT CONCRETE, TYPE III -DGAC B2 PG 64-10	250	TN	$126.00	$31,500.00	$110.00	$27,500.00	$130.00	$32,500.00	$108.00	$27,000.00
8	1150-10	ASPHALT CONCRETE, TYPE III -DGAC C2 PG 64-10	150	TN	$121.00	$18,150.00	$120.00	$18,000.00	$138.00	$20,700.00	$125.00	$18,750.00
9	1151-3	ASPHALT RUBBER AGGREGATE MEMBRANE -ARAM	51800	SY	$3.91	$202,538.00	$4.00	$207,200.00	$4.30	$222,740.00	$5.30	$274,540.00
10	1152-10	ASPHALT RUBBER HOT MIX -ARHM GG-C PG 64-16	1600	TN	$98.00	$156,800.00	$98.00	$156,800.00	$86.00	$137,600.00	$110.00	$176,000.00
11	1155-4	CRACK FILL -CRACK SEAL	1	LS	$24,000.00	$24,000.00	$20,000.00	$20,000.00	$25,000.00	$25,000.00	$28,800.00	$28,800.00
12	1160-5	SLURRY SEAL TYPE II -RAP	82000	SY	$1.71	$140,220.00	$1.50	$123,000.00	$1.75	$143,500.00	$2.30	$188,600.00
13	1174-6	REMOVE AND REPLACE PCC DRIVEWAY	120	SF	$14.00	$1,680.00	$10.50	$1,260.00	$25.00	$3,000.00	$18.00	$2,160.00
14	1174-6	REMOVE AND REPLACE PCC SIDEWALK	1000	SF	$11.00	$11,000.00	$6.50	$6,500.00	$8.00	$8,000.00	$9.00	$9,000.00
15	1174-6	GRIND PCC SIDEWALK EDGE	50	SF	$34.00	$1,700.00	$12.00	$600.00	$38.00	$1,900.00	$15.00	$750.00
16	1174-6	REMOVE AND REPLACE PCC CROSS GUTTER AND SPANDREL	1700	SF	$22.00	$37,400.00	$18.00	$30,600.00	$19.50	$33,150.00	$20.00	$34,000.00
17	1174-6	INSTALL PCC CURB RAMP, CASE A TYPE 3	8	EA	$2,500.00	$20,000.00	$4,000.00	$32,000.00	$3,300.00	$26,400.00	$2,520.00	$20,160.00
18	1174-6	INSTALL PCC CURB RAMP, CASE B TYPE 2	4	EA	$2,000.00	$8,000.00	$4,000.00	$16,000.00	$2,650.00	$10,600.00	$2,520.00	$10,080.00
19	1174-6	INSTALL PCC CURB RAMP, CASE D TYPE 1	6	EA	$1,500.00	$9,000.00	$4,000.00	$24,000.00	$2,600.00	$15,600.00	$2,520.00	$15,120.00
20	1174-6	REMOVE AND REPLACE PCC CURB AND GUTTER -TYPE A2-6	500	LF	$50.00	$25,000.00	$43.50	$21,750.00	$50.00	$25,000.00	$36.00	$18,000.00
21	1174-6	REMOVE AND REPLACE PCC CURB AND GUTTER - DEPRESSED	50	LF	$50.00	$2,500.00	$50.00	$2,500.00	$50.00	$2,500.00	$36.00	$1,800.00
22	1174-6	INSTALL 24-INCH ROOT BARRIER	400	LF	$23.00	$9,200.00	$21.00	$8,400.00	$22.00	$8,800.00	$12.00	$4,800.00
23	1185-3	ADJUST WATER METER BOX TO FINISHED GRADE	5	EA	$250.00	$1,250.00	$550.00	$2,750.00	$400.00	$2,000.00	$420.00	$2,100.00
24	1185-3	ADJUST WATER VALVE COVER TO FINISHED GRADE	23	EA	$550.00	$12,650.00	$375.00	$8,625.00	$450.00	$10,350.00	$420.00	$9,660.00

ATTACHMENT 1
PAGE 1 OF 2

					Granite Construction		All American Asphalt		Toro Enterprises, Inc.		J AND H ENGINEERING	
25	1185-3	ADJUST SURVEY MONUMENT COVER TO FINISHED GRADE	2	EA	$550.00	$1,100.00	$550.00	$1,100.00	$630.00	$1,260.00	$600.00	$1,200.00
26	1515-3	INSTALL STOP PAVEMENT MARKING - T	20	EA	$138.00	$2,760.00	$130.00	$2,600.00	$130.00	$2,600.00	$150.00	$3,000.00
27	1515-3	INSTALL SLOW PAVEMENT MARKING - T	4	EA	$138.00	$552.00	$130.00	$520.00	$130.00	$520.00	$150.00	$600.00
28	1515-3	INSTALL TYPE IV ARROW PAVEMENT MARKING -T	12	EA	$83.00	$996.00	$80.00	$960.00	$78.00	$936.00	$90.00	$1,080.00
29	1515-3	INSTALL BIKE LANE SYMBOL AND ARROW PAVEMENT MARKING -T	11	EA	$88.00	$968.00	$90.00	$990.00	$84.00	$924.00	$96.00	$1,056.00
30	1515-3	INSTALL 12-INCH SOLID WHITE -T	1000	LF	$3.30	$3,300.00	$3.15	$3,150.00	$3.15	$3,150.00	$3.60	$3,600.00
31	1515-3	INSTALL DETAIL 22 -T	800	LF	$1.65	$1,320.00	$1.60	$1,280.00	$1.60	$1,280.00	$1.80	$1,440.00
32	1515-3	INSTALL DETAIL 27B - T	5800	LF	$0.70	$4,060.00	$0.65	$3,770.00	$0.63	$3,654.00	$0.72	$4,176.00
33	1515-3	INSTALL DETAIL 29 -T	60	LF	$2.20	$132.00	$2.50	$150.00	$2.10	$126.00	$2.40	$144.00
34	1515-3	INSTALL DETAIL 32- T	3140	LF	$2.20	$6,908.00	$2.15	$6,751.00	$2.10	$6,594.00	$2.40	$7,536.00
35	1515-3	INSTALL DETAIL 38 -T	4000	LF	$1.10	$4,400.00	$1.15	$4,600.00	$1.05	$4,200.00	$1.20	$4,800.00
36	1515-3	INSTALL DETAIL 39 -T	2200	LF	$0.70	$1,540.00	$0.75	$1,650.00	$0.68	$1,496.00	$0.78	$1,716.00
37	1515-3	INSTALL DETAIL 39A -T	1640	LF	$0.70	$1,148.00	$0.75	$1,230.00	$0.68	$1,115.20	$0.78	$1,279.20
38	1515-3	INSTALL SOLID YELLOW LADDER TYPE CROSSWALK -T	340	SF	$3.30	$1,122.00	$3.50	$1,190.00	$3.15	$1,071.00	$3.60	$1,224.00
39	1515-3	PAINT CURB RED	100	LF	$2.20	$220.00	$2.50	$250.00	$2.10	$210.00	$2.40	$240.00
40	1515-3	INSTALL BLUE RPM	46	EA	$8.00	$368.00	$15.00	$690.00	$8.00	$368.00	$8.40	$386.40
41	1515-3	INSTALL PED XING PAVEMENT MARKING -T	2	EA	$249.00	$498.00	$250.00	$500.00	$235.00	$470.00	$270.00	$540.00
42	1520-3	INSTALL TRAFFIC LOOP TYPE E	12	EA	$425.00	$5,100.00	$375.00	$4,500.00	$415.00	$4,980.00	$576.00	$6,912.00
43	1530-4	REMOVE AND REPLACE STREET NAME SIGN	40	EA	$215.00	$8,600.00	$200.00	$8,000.00	$204.00	$8,160.00	$234.00	$9,360.00
44	1530-4	REMOVE AND REPLACE SIGN POST	21	EA	$220.00	$4,620.00	$215.00	$4,515.00	$210.00	$4,410.00	$240.00	$5,040.00
45	1530-4	RE-INSTALL R1-1 TRAFFIC SIGN	4	EA	$111.00	$444.00	$125.00	$500.00	$105.00	$420.00	$120.00	$480.00
				BID LIST TOTAL SUBMITTED		**$895,343.00**		**$901,530.00**		**$927,744.20**		**$982,512.60**
				Total Bid Amount VERIFIED		**$895,343.00**		**$901,530.00**		**$927,744.20**		**$983,304.60**

	Granite Construction	All American Asphalt	Toro Enterprises, Inc.	J AND H ENGINEERING GENERAL
Listed Subs	**All American Asphalt** 400 E 6th St Corona, CA 92878	**American Pavement** 1012 11th Street Suite 1000 Modesto, CA 95354	**All American Asphalt** 400 E 6th St Corona, CA 92878	**A A & P** P O Box 4155 Saticoy, CA 93007
	American Pavement 1012 11th Street Suite 1000 Modesto, CA 95354	**Chrisp Co.** 2280 S Lilac Ave Bloomington, CA 92316	**California Professional** 929 Otterbein Ave Unit E La Puente, CA 91748	**American Pavement** 1012 11th Street Suite 1000 Modesto, CA 95354
	Chrisp Co. 2280 S Lilac Ave Bloomington, CA 92316	**Smithson Electric** 1938 E Katella Ave Orange, CA 92867	**Chrisp Co.** 2280 S Lilac Ave Bloomington, CA 92316	**Chrisp Co.** 2280 S Lilac Ave Bloomington, CA 92316
	Cindy Trump, Inc. P O Box 385 La Habra, CA 90631	**Tree Smith Enterprises** 1551 North Miller Street Anaheim, CA 92806	**Manhole Adjusting, Inc.** 9500 Beverly Rd Pico Rivera, CA 90660	**Pavement Coatings** 10240 San Sevaine Way Mira Loma, CA 91752
	Rubberized Crackfiller 800 E Walnut Ave Fullerton, CA 92831		**Rubberized Crackfiller** 800 E Walnut Ave Fullerton, CA 92831	**Pavement Recycling** 10240 San Sevaine Way Mira Loma, CA 91752
	TRAFFIC LOOPS AND 946 S EMERALD STREET ANAHEIM, CA 92804			**TRAFFIC LOOPS AND** 946 S EMERALD STREET ANAHEIM, CA 92804

ATTACHMENT 1
PAGE 2 OF 2

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016

PWC Registration Number: 1000000085

Contractor Legal Name: example: ABC COMPANY Contractor License Lookup

License Number: example: 606309 (CSLB)

County: Select County

Search Reset

Export as: Excel | PDF

Search Results

One registered contractor found. **1**

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	GRANITE CONSTRUCTION COMPANY	1000000085	SANTA CRUZ	WATSONVILLE	06/08/2015	06/30/2016

v2.20150806c

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ATTACHMENT 2
PAGE 1 OF 3

Public Works Contractor (PWC) Registration Search

Sub

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016

PWC Registration Number: 1000008423

Contractor Legal Name: example: ABC COMPANY Contractor License Lookup

License Number: example: 606309 (CSLB)

County: Select County

Search Reset

Export as: Excel | PDF

Search Results

One registered contractor found. **1**

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	CINDY TRUMP INC. DBA LINDYS COLD PLANING	1000008423	ORANGE	LA HABRA	07/02/2015	06/30/2016

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ATTACHMENT 2
PAGE 2 OF 8

Public Works Contractor (PWC) Registration Search

Sub

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016

PWC Registration Number: 1000010726

Contractor Legal Name: example: ABC COMPANY Contractor License Lookup

License Number: example: 606309 (CSLB)

County: Select County

Search Reset

Export as: Excel | PDF

Search Results

One registered contractor found. **1**

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	RCS ACQUISITION, INC.	1000010726	ORANGE	HUNTINGTON BEACH	07/06/2015	06/30/2016

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ATTACHMENT 2
PAGE 3 OF 8

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016

PWC Registration Number: 1000010726

Contractor Legal Name: example: ABC COMPANY Contractor License Lookup

License Number: example: 606309 (CSLB)

County: Select County

Search Reset

Export as: Excel | PDF

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Details	Legal N
View	RCS A

About
Who w
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Conta

1000010726 Contractor Details

Contractor Information | Legal Entity Information | Workers' Compensation

Legal Name
RCS ACQUISITION, INC.

Legal Entity Type
CORPORATION

Trade Name
RUBBERIZED CRACKFILLER SEALANT

License Number(s)
CSLB :998877

Mailing Address
18755 FAIRFAX LN.
HUNTINGTON BEACH, CA 92648

Physical Address
18755 FAIRFAX LN.
HUNTINGTON BEACH, CA 92648

Email Address
CRACKFILL@GMAIL.COM

ATTACHMENT 2
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Public Works Contractor (PWC) Registration Search

Sub

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016

PWC Registration Number: 1000001051

Contractor Legal Name: example: ABC COMPANY Contractor License Lookup

License Number: example: 606309 (CSLB)

County: Select County

Search Reset

Export as: Excel | PDF

Search Results

One registered contractor found. **1**

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	ALL AMERICAN ASPHALT	1000001051	RIVERSIDE	CORONA	06/09/2015	06/30/2016

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ATTACHMENT 2
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Public Works Contractor (PWC) Registration Search

Sub

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016

PWC Registration Number: 1000000207

Contractor Legal Name: example: ABC COMPANY Contractor License Lookup

License Number: example: 606309 (CSLB)

County: Select County

Search Reset

Export as: Excel | PDF

Search Results

One registered contractor found. **1**

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	AMERICAN PAVEMENT SYSTEMS INC	1000000207	STANISLAUS	MODESTO	07/07/2015	06/30/2016

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ATTACHMENT 2
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Public Works Contractor (PWC) Registration Search Sub

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016

PWC Registration Number: 1000000306

Contractor Legal Name: example: ABC COMPANY Contractor License Lookup

License Number: example: 606309 (CSLB)

County: Select County

Search Reset

Export as: Excel | PDF

Search Results

One registered contractor found. **1**

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	CHRISP COMPANY	1000000306	ALAMEDA	FREMONT	06/12/2015	06/30/2016

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ATTACHMENT 2
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Public Works Contractor (PWC) Registration Search

Sub

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016

PWC Registration Number: 1000003794

Contractor Legal Name: example: ABC COMPANY Contractor License Lookup

License Number: example: 606309 (CSLB)

County: Select County

Search Reset

Export as: Excel | PDF

Search Results

One registered contractor found. **1**

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	TRAFFIC LOOPS CRACKFILLING, INC.	1000003794	ORANGE	ANAHEIM	06/11/2015	06/30/2016

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ATTACHMENT 2
PAGE 8 OF 8

CITY OF OXNARD
SPECIFICATION NUMBER UD15-38

BID DOCUMENTS (BLUE SHEETS)
FOR

PROJECT TITLE: – UD15-38-Orchard Park Neighborhood Street Resurfacing *

BRIEF DESCRIPTION OF PROJECT: Orchard Park Neighborhood Street Resurfacing - Work consists of the resurfacing of existing asphalt concrete pavement; milling; placement and compaction of asphalt concrete; slurry seal; crack-fill; ARAM cape seal; excavation and reconstruction of failed areas; and all related work per plans and specifications.

Specification Number UD15-38 includes 19 pages of bid documents. Drawing No. 15-11A includes 11 sheets of plans.

Work must begin within 14 calendar days after the Notice to Proceed is issued. Work is to be complete in 60 working days. Liquidated damages will be assessed at $2,500.00 per calendar day.

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

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

Name Granite Construction Company

Physical Address 585 West Beach Street

Mailing Address P.O. Box 50085

City Watsonville State CA Zip Code 95076

Telephone No. 831-724-1011 Fax No. 831-768-4021

*Revised with Addendum #1

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

ATTACHMENT 3
PAGE 15 OF 23

PROJECT OVERVIEW

The following description of the amount of work to be done and materials to be furnished by the contractor is an approximation provided for your use in preparing a bid. The City of Oxnard does not expressly or by implication warrant that the actual amount of work or materials awarded will correspond therewith. The City reserves the right to increase or decrease the amount of any class or portion of the work or materials or to delete any of the work or materials, as the City deems necessary or expedient. If the description includes more than one job, the City may decide to award a contract for only one or less than all of the jobs included in the bid submitted.

DESCRIPTION

The work includes mobilization/demobilization; traffic control; storm water pollution prevention plan; cold mill AC pavement; unclassified excavation; aggregate base Class 2; asphalt concrete Type III; asphalt rubber aggregate membrane (ARAM); asphalt rubber hot mix (ARHM); crack fill; slurry seal type II (RAP); remove & replace PCC cross gutter & spandrel; remove & replace PCC sidewalk; remove & replace PCC curb & gutter; install 24" root barrier; remove & replace PCC driveway; adjust manhole cover to finished grade; adjust water valve cover to finished grade; adjust survey monument cover to finished grade; install traffic striping & pavement markings; remove & replace street name signs and post; re-install traffic signs; miscellaneous work and existing facilities; and all incidental and appurtenant improvements and restorations specified on the Plans and herein these Special Provisions.

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

CITY OF OXNARD
SPECIFICATION NUMBER UD15-38

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Granite Construction Company

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	UNIT COST	TOTAL
	SCHEDULE "A" STREET IMPROVEMENT					
1	Mobilization/Demobilization	1001-3	LS	1	44,767	$ 44,767
2	Traffic Control And Public Convenience And Safety	1505-3	LS	1	48,932	48,932
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	3,400	3,400
4	Cold Mill AC Pavement (2" Max.)	1110-3	SY	6,000	2.75	16,500
5	Unclassified Excavation	1120-4	CY	175	80	14,000
6	Class 2 Aggregate Base	1130-4	TN	50	100	5,000
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	250	126	31,500
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	150	121	18,150
9	Asphalt Rubber Aggregate Membrane (ARAM)	1151-3	SY	51,800	3.91	202,538
10	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152-10	TN	1,600	98	156,800
11	Crack Fill/Crack Seal	1155-4	LS	1	24,000	24,000
12	Slurry Seal Type II (RAP)	1160-5	SY	82,000	1.71	140,220
13	Remove And Replace PCC Driveway	1174-6	SF	120	14	1,680
14	Remove And Replace PCC Sidewalk	1174-6	SF	1,000	11	11,000
15	Grind PCC Sidewalk Edge	1174-6	SF	50	34	1,700
16	Remove And Replace PCC Cross Gutter & Spandrel	1174-6	SF	1,700	22	37,400
17	Install PCC Curb Ramp, Case A Type 3	1174-6	EA	8	2,500	20,000
18	Install PCC Curb Ramp, Case B Type 2	1174-6	EA	4	2,000	8,000
19	Install PCC Curb Ramp, Case D Type 1	1174-6	EA	6	1,500	9,000
20	Remove And Replace PCC Curb And Gutter (Type A2-6)	1174-6	LF	500	50	25,000

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

CITY OF OXNARD
SPECIFICATION NUMBER UD15-38

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Granite Construction Company

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	UNIT COST	TOTAL
21	Remove And Replace PCC Curb And Gutter (Depressed)	1174-6	LF	50	50	$ 2,500
22	Install 24-Inch Root Barrier	1174-6	LF	400	23	9,200
23	Adjust Water Meter Box To Finished Grade	1185-3	EA	5	250	1,250
24	Adjust Water Valve Cover To Finished Grade	1185-3	EA	23	550	12,650
25	Adjust Survey Monument Cover To Finished Grade	1185-3	EA	2	550	1,100
26	Install "STOP" Pavement Marking (T)	1515-3	EA	20	138	2,760
27	Install "SLOW" Pavement Marking (T)	1515-3	EA	4	138	552
28	Install Type IV Arrow Pavement Marking (T)	1515-3	EA	12	83	996
29	Install Bike Lane Symbol And Arrow Pavement Marking (T)	1515-3	EA	11	88	968
30	Install 12" Solid White (T)	1515-3	LF	1,000	3.30	3,300
31	Install Detail 22 (T)	1515-3	LF	800	1.65	1,320
32	Install Detail 27B (T)	1515-3	LF	5,800	0.70	4,060
33	Install Detail 29 (T)	1515-3	LF	60	2.20	132
34	Install Detail 32 (T)	1515-3	LF	3,140	2.20	6,908
35	Install Detail 38 (T)	1515-3	LF	4,000	1.10	4,400
36	Install Detail 39 (T)	1515-3	LF	2,200	0.70	1,540
37	Install Detail 39A (T)	1515-3	LF	1,640	0.70	1,148
38	Install Solid Yellow Ladder Type Crosswalk (T)	1515-3	SF	340	3.30	1,122

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

B-3A

ATTACHMENT 3
PAGE 4 OF 43

CITY OF OXNARD
SPECIFICATION NUMBER UD15-38

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Granite Construction Company

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	UNIT COST	TOTAL
39	Paint Curb Red	1515-3	LF	100	2.20	$ 220
40	Install Blue RPM	1515-3	EA	46	8	368
41	Install "PED XING" Pavement Marking (T)	1515-3	EA	2	249	498
42	Install Traffic Loop Type E	1520-3	EA	12	425	5,100
43	Remove And Replace Street Name Sign	1530-4	EA	40	215	8,600
44	Remove And Replace Sign Post	1530-4	EA	21	220	4,620
45	Re-Install R1-1 Traffic Sign	1530-4	EA	4	111	444
	GRAND TOTAL			$ 895,343		

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

CITY OF OXNARD
SPECIFICATION NUMBER UD15-38

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL SUBMITTED - $ 895,343

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

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

The following addenda are acknowledged and attached:

NO.	DATED	NO.	DATED
1	9/2/15		
2	9/22/15		
3	9/23/15		

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

DATED ~~9/23/15~~ 10/7/15 AT Watsonville, CA

COMPANY NAME Granite Construction Company

SIGNATURE TITLE Jigisha Desai, Vice President
(Sole Owner, Partner, Corporate Officer)*

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

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL Jan. 4, 1922 CALIFORNIA

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

Contractor's License Detail (Personnel List)

Contractor License # 89
Contractor Name GRANITE CONSTRUCTION COMPANY

Click on the person's name to see a more detailed page of information on that person

Personnel Currently Associated with License

Name JAMES HILDEBRAND ROBERTS
Title RMO / CEO / PRES
Association Date 01/28/2002
Classification C29
Additional Classification There are additional classifications that can be viewed by selecting this link.

Name MICHAEL FRANCES DONNINO
Title OFFICER
Association Date 04/27/1999

Name KENNETH MICHAEL SMITH
Title OFFICER
Association Date 04/27/1999

Name RICHARD ANDERSON WATTS
Title OFFICER
Association Date 08/16/2006

Name JIGISHA DESAI
Title OFFICER
Association Date 09/13/2007

Name KENT HAMLIN MARSHALL
Title OFFICER
Association Date 04/17/2009

Name LAUREL JEANNE KRZEMINSKI
Title OFFICER
Association Date 04/17/2009

ATTACHMENT 3
PAGE 7 OF 23

CITY OF OXNARD
SPECIFICATION NUMBER UD15-38

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Granite Construction Company

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

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

B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must *be provided* now or via *fax (805 385-8360)* within 24 hours *of bid opening-*	
			STATE LICENSE & CA DIR Registration Number	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OFWORK	NUMBERS	CLASS
1. CINDY TRUMP, INC.	PO BOX 385 LA HABRA, CA 90631	COLD PLANE	754500 / 1000008423	A
2. RUBBERIZED CRACKFILLER SEALANT, INC.	800 E. WALNUT AVE. FULLERTON, CA 92831	CRACK SEAL	998877 / 1000010726	C-32
3. ALL AMERICAN ASPHALT	400 E. SIXTH ST. CORONA, CA 92878	SLURRY SEAL	267073 / 1000001051	A
4. AMERICAN PAVEMENT SYSTEMS	1012 11TH ST., STE. 1000 MODESTO, CA 95354	ARAM	943792 / 1000000207	A

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

ATTACHMENT 3
PAGE 8 OF 43

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Granite Construction Company

The information requested below must be filled out completely.			This information must *be provided* now or via *fax (805 385-8360)* within 24 hours *of bid opening-*	
			STATE LICENSE & CA DIR Registration Number	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OFWORK	NUMBERS	CLASS
5. CHRISP COMPANY	2280 S. LILAC AVE. BLOOMINGTON, CA 92316	STRIPING & SIGNS	374600 1000000306	A C-13 C-32
6. TRAFFIC LOOPS CRACKFILLING, INC.	946 S. EMERALD ST. ANAHEIM, CA 92804	TRAFFIC LOOPS	652956 1000003794	C-10 C-32
7.				
8.				
9.				
10.				

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

REFERENCES - SEE APPENDIX A

BIDDER'S NAME Granite Construction Company

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

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone

SIGNATURE OF BIDDER
Jigisha Desai, Vice President

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL Jan. 4, 1922 CALIFORNIA

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

CITY OF OXNARD
SPECIFICATION NUMBER UD15-38

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATION

BIDDER'S NAME Granite Construction Company

The bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

   Yes _____ No X

2. If yes, explain the circumstances.

_____

_____

_____

_____

_____

_____

_____

SIGNATURE OF BIDDER
Jigisha Desai, Vice President

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL Jan. 4, 1922 CALIFORNIA

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

CITY OF OXNARD
SPECIFICATION NUMBER UD15-38

BIDDER'S AFFIDAVIT

PROJECT Orchard Park Neighborhood Street Resurfacing

I depose and say that I am Jigisha Desai, Vice President
(Print or type name and title)

of Granite Construction Company
(Name of Company)

585 West Beach Street | Watsonville | CA | 95076
(Address) | (City) | (State) | (Zip Code)

Contractor's CA DIR Registration Number (Per SB854): 1000000085

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

Contractor's License No. 89 FED TAX I.D. # 94-0519552

Classification: A, B

Contractor's License Expiration Date: 5/31/17

City of Oxnard Business License Number (Not Required to Bid): 04-03900

Data Universal Numbering System (D-U-N-S #): 00-691-4642

Whoever submits this bid to the City of Oxnard declares:

1. That the bidder has read these specifications, will abide by and agrees to the conditions herein, has carefully examined the project plans and does hereby agree to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the schedule of work and prices.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda listed on Page B-4 of these bid documents are acknowledged and attached.

4. That the bidder, as principal, acknowledges being bound by the following bid bond when completed by the surety.

Dated ~~9/23/15~~ 10/7/15 at Watsonville, California.

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

(CORPORATE SEAL)

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL Jan. 4, 1922 CALIFORNIA

SIGNATURE Jigisha Desai, Vice President

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

ATTACHMENT 3
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CITY OF OXNARD
SPECIFICATION NUMBER UD15-38
BIDDER'S QUESTIONNAIRE

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

EVALUATION ELEMENTS			
	Standard Bidder Questions (applies to all bids)	**Yes**	**No**
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated on Page F-0? See Appendix A1	X	
2	Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on a public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LD assessment.	X	
3	Has the Bidder's insurance or a Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of all cancellations and the contact information for all insurance companies that cancelled coverage. Insurance includes all insurance coverages of any kind, including commercial, general liability, fire and casualty, and workers' compensation.		X
4	Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information and state the date and amount of each claim paid.		X
5	Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (DLSE)? If so, provide the date(s) of investigations and the contact information for the DLSE. See Appendix B1	X	
6	Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the jurisdiction, date and case number for each court case.		X
7	Within the past 5 years, have stop notices been filed with any government agency on any project performed by Bidder or any Related Company? If so, please provide the following information for each stop notice: contact information for each claimant, amount of the claim, amount, if any, paid to settle the claim, date of the claim and the date of payment of the claim. See Appendix C1	X	
8	Has Bidder or any Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the case. See Appendix D1	X	
9	Has Bidder or a Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the contact information for the agency. See Appendix E1	X	
10	Has Bidder or any Related Company ever been found to be a non-responsible bidder by an agency or debarred? If so, provide the date and name of each and explain the circumstances.		X
11	Provide the name, date, contact information and approximate amount of contract and a description of work performed for each job performed by Bidder in the last 3 years involving work of the type for which this contract is being let. See Appendix F1	X	
12	Has Bidder or a Related Company within the past 5 years been investigated by OSHA or had an OSHA violation that resulted in a citation or other actions be taken against the company. See Appendix G1	X	
13	Prime Contractor and all of their listed Subcontractors MUST be registered with the DIR as required by SB 854	X	

Contractor Officer's Signature: John Desai

Jigisha Desai, Vice President
Title

~~10/23/15~~ 10/7/15
Date

CORPORATE SEAL — GRANITE CONSTRUCTION COMPANY — CALIFORNIA

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

ATTACHMENT 3
PAGE 13 OF 43

ATTACHMENT
(TO BE USED AS COVER PAGE FOR ESCROW BID DOCUMENTS)

*ESCROW BID DOCUMENT CERTIFICATION

The undersigned hereby certifies that the bid documentation contained herein constitutes the complete, only and all documentary information used in preparation of the bid for the City of Oxnard Orchard Park Neighborhood Street Resurfacing Project, and that I have personally examined these contents and have found that this bid documentation is complete.

GRANITE CONSTRUCTION COMPANY
CORPORATE SEAL
Jan. 4, 1922
CALIFORNIA

By: _____

Title: Jigisha Desai, Vice President

Firm: Granite Construction Company

Date: ~~10/28/15~~ 10/7/15

***IF PROJECT BID IS IN EXCESS OF $500,000, IT REQUIRES SUBMITTAL OF ESCROW BID DOCUMENTS BY THE THREE LOWEST BIDDERS AND THIS DOCUMENT WILL BE INCLUDED WITH THOSE ESCROW BID DOCUMENTS. THIS DOCUMENT PACKAGE IS DUE WITHIN THREE (3) BUSINESS DAYS FOLLOWING BID OPENING:**
THIS DOCUMENT PACKAGE IS TO BE SUBMITTED TO THE:
CITY GENERAL SERVICES PROCUREMENT
1060 PACIFIC AVE., BLDG. 2
OXNARD, CA. 93030
ATTN: Patricia Friend.

CITY OF OXNARD
SPECIFICATION NUMBER UD15-38

ATTACHMENT
(TO BE USED WHEN SMALL LOCAL BUSINESS PURCHASING PREFERENCE IS BEING REQUESTED)

BIDDER'S CERTIFICATION

The undersigned hereby certifies under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the Contractor's bid, all of whom have subcontracted with or will subcontract with the Contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard.

Please refer to City of Oxnard Ordinance No. 2852, included in this Specification, to verify that your company is eligible for this Small Local Business Purchasing Preference Program.

Please note that under Ordinance No. 2852, you may be subject to audit and may be required to provide proof of compliance with the requirements of the Ordinance. You will be subject to penalties, including debarment from bidding on City Contracts, for falsely claiming to be a Small Local Business under the Ordinance.

By: N/A

Title: _____

Firm: _____

Date: _____

*If no Small Local Business Purchasing Preference is being requested this form is not required to be completed and submitted with bid documents.

SPECIFICATION NUMBER UD15-38

SMALL LOCAL BUSINESS PURCHASING PREFERENCE N/A

The following information is required upon submission of any bid seeking the Small Local Business Purchasing Preference.

_____, _____
(Vendor Name) (Date)

_____
(Address of Principal Business Office)

_____, _____
(Business Phone) (Email Address)

_____
(Date Principal Business Address Established)

_____, _____
(Prior Principal Business Address – if any) (Date Established)

_____
(City Business Tax ID Number)

_____
(Number of Employees)

_____
(Number of Employees Whose Home Address is in Oxnard For at Least 90 Days Prior to Submission of This Bid. Attach List of Current Employees and Addresses.)

_____, _____, _____
(Gross Receipts for Prior 3 Years)

Note: Upon receipt by the City of Oxnard, this document becomes a public record accessible under the Request for Public Records Act.

B-22A

ATTACHMENT 3
PAGE 16 OF 43

THIS FORM MUST BE FULLY COMPLETED AND INCLUDED WITH THE BID DOCUMENTS

DESIGNATION/CERTIFICATION OF ASPHALT-RUBBER BINDER APPLICATOR(S)

BIDDER proposes to have Asphalt-Rubber **BINDER** for **ARAM** (application) applied by:

AMERICAN PAVEMENT SYSTEMS / 1012 11th ST., #1000, MODESTO, CA 95354
Name/Address

This section shall be completed even if the bidder plans to apply Asphalt-Rubber binder with its own equipment and labor forces

Bidder shall attach to this form copies of all required local air pollution control district or air quality management district permit to operate (PTO) documents which allow the operation of the specific equipment to be used to control emissions during the application of Asphalt-Rubber binder on the roadway (the "Application"). Such Application in a manner conforming with these project specifications has been indisputably determined to be in non-compliance with California air quality regulations limiting opacity of emissions, unless a **permitted emission control device** is used during the Application to directly remove emissions occurring during Application. It is for that device, which may be described as an air filter, custom air pollution control system, portable air pollution control, opacity control unit, emission control unit consisting of collection hood and 3-stage oil mist filter system, or other similar description **for which a copy of a PTO must be provided** from the local air pollution control district or air quality management district.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the requirements contained in this form. I further certify that all information provided in response to this form is true and accurate to the best of my knowledge and belief.

Jigisha Desai, Vice President		10/7/15
Print Name, Title	Signature of Bidder	Date

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

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL CALIFORNIA 1922

*Revised with Addendum #3

THIS FORM MUST BE INCLUDED AND FULLY COMPLETED WITH THE BID

DESIGNATION/CERTIFICATION OF ASPHALT-RUBBER AND AGGREGATE MEMBRANE CONTRACTOR AND/OR SUBCONTRACTOR(S)

Bidder proposes to have the ARAM installed by:

AMERICAN PAVEMENT SYSTEMS

This section shall be completed even if the apparent low bidder plans to produce and install ARAM with its own forces.

For any bid to be considered responsive, performance criteria must be demonstrated on five separate projects performed by the same contractor, subcontractor(s) and their applicator (all applicator's to be used should be listed) designated above, and with equivalent aggregate and binder proposed for the ARAM in this bid. Two years shall have elapsed since completion of the ARAM surface on each project. To be considered a valid representative project, bidder must submit the name of the project, owner agency, agency representative's name and phone number, and a list of streets with limits totaling at least 1 mile (based on full width) in length for each project and the date the project was actually performed. A project will be considered a valid representative project if an asphalt emulsion spray application was originally placed with or without an application of sand, within 15 calendar days of the application of ARAM. Any other cover coat or course on the ARAM will cause the ARAM to be considered invalid as a representative project. ARAM on all projects must show insignificant raveling (loss of rock) and insignificant flushing (binder migration to the surface) at time of inspection by the Agency. Bidder shall verify any proposed representative projects prior to listing a subcontractor with such projects.

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

*Revised with Addendum #3

Representative ARAM Projects

Name of Project No. 1 09-335304 Date Completed 2006

Agency CALTRANS Agency Contact JOHN FOX

Phone (760) 937-1505 Approx. Length of ARAM (Full width) 10 miles

Name of Project No. 2 09-337004 Date Completed 2008

Agency CALTRANS Agency Contact JOHN FOX

Phone (760) 937-1505 Approx. Length of ARAM (Full width) 5.5 miles

Name of Project No. 3 09-339104 Date Completed 2009

Agency CALTRANS Agency Contact JOHN FOX

Phone (760) 937-1505 Approx. Length of ARAM (Full width) 27 miles

Name of Project No. 4 09-339204 Date Completed 2009

Agency CALTRANS Agency Contact JOHN FOX

Phone (760) 937-1505 Approx. Length of ARAM (Full width) 23 miles

Name of Project No. 5 02-4E9704 Date Completed 2013

Agency CALTRANS Agency Contact ANTHONY GRANADOS

Phone (530) 225-3426 Approx. Length of ARAM (Full width) 8 miles

/Jigisha Desai — Signature of Bidder

Vice President — Title

~~9/23/15~~ 10/7/15 — Date

END OF CONTRACTOR'S CERTIFICATION OF QUALIFICATION

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL Jan. 4, 1922 CALIFORNIA

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

B-23-B

ATTACHMENT 3
PAGE 19 OF 43

Ventura County
Air Pollution
Control District

669 County Square Drive
Ventura, California 93003

tel 805/645-1400
fax 805/645-1444
www.vcapcd.org

Michael Villegas
Air Pollution Control Officer

PERMIT TO OPERATE
Number 08179

Valid April 1, 2015 to March 31, 2016

This Permit Has Been Issued To The Following:

Company Name / Address:

American Pavement Systems, Inc.
1012 11th St., Ste. 1000
Modesto, CA 95354

Facility Name / Address:

American Pavement Systems, Inc.
Portable Asphalt Rubber Spreaders
Ventura County, CA

Permission Is Hereby Granted To Operate The Following:

Two (2) Portable Truck-Mounted Asphalt Rubber Spreading Systems (Nos. 1 and 2) for application on highways, streets, and roads. Each consisting of the following:

1 - 3600 Gallon Heated Asphalt Rubber Storage Tank, equipped with vapor condensors to minimize blue smoke emissions. Exempt from permit pursuant to Rule 23.F.21 and exempt from Rule 71.2
2 - 0.4 MMBTU/hr Asphalt Rubber Tank Burners, propane fired, total rating 800,000 BTU/Hr and exempt from permit pursuant to Rule 23.C.1
1 - Opacity Control Unit, each consisting of a collection hood, primary and secondary cartridge filters, and exhaust fans. Exhaust fans powered by truck propulsion engine power take-off.

This Permit Has Been Issued Subject To The Following Conditions:

1. Permitted Emissions

	Tons/Year	Pounds/Hour
Reactive Organics	0.00	0.00
Nitrogen Oxides	0.00	0.00
Particulate Matter	0.00	0.00
Sulfur Oxides	0.00	0.00
Carbon Monoxide	0.00	0.00

2. The portable truck-mounted asphalt rubber spreaders may be operated to apply rubberized asphalt on highway, road, or street paving projects. The equipment may not be used in conjunction with stationary facilities that produce asphalt concrete or rubberized asphalt concrete.

3. The Opacity Control Units shall be operated whenever the Asphalt Rubber Spreader Trucks are applying asphalt to road surfaces.

   The Opacity Control Units shall be equipped and operated with mechanical gauges to indicate the static pressure differential, in inches of water, across the filter sections. The Opacity Control Units shall be operated and maintained in accordance with manufacturer's specifications and in a manner to minimize emissions

into the atmosphere to the maximum extent possible.

This condition is applied as best available control technology (BACT) and pursuant to Rule 50, "Opacity", and Rule 51, "Nuisance".

4. All operations shall comply with APCD Rule 50, "Opacity". Pursuant to Rule 50, permittee shall not discharge into the atmosphere any air contaminants for a period or periods aggregating more than three (3) minutes in any one hour which are as dark or darker in shade as that designated as No. 1 on the Ringelmann Chart, or equivalent to 20% opacity and greater.

5. All operations shall comply with APCD Rule 51, "Nuisance". Permittee shall not discharge such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public.

6. The Heated Asphalt Rubber Storage Tanks shall remain closed for all operations except during charging or filling. The Tank vents shall be equipped and operated with vapor condensors, or equivalent control systems, to minimize emissions of blue smoke into the atmosphere. This condition is applied pursuant to Rule 50 and Rule 51.

7. The equipment on this permit listed as portable shall not be located at any site for more than 90 days in any 12 month consecutive period. The time period is not restarted by replacement of any equipment at a site with equipment that is intended to perform the same function as the replaced equipment. This condition does not apply to a site where the equipment is stored but not operated.

Within 30 days after receipt of this permit, the permittee may petition the Hearing Board to review any new or modified condition (Rule 22).

This permit, or a copy, shall be posted reasonably close to the subject equipment and shall be accessible to inspection personnel (Rule 19). This permit is not transferable from one location to another unless the equipment is specifically listed as being portable (Rule 20).

This Permit to Operate shall not be construed to allow any emission unit to operate in violation of any state or federal emission standard or any rule of the District.

Terri Thomas
Engineering Division

For:

Michael Villegas
Air Pollution Control Officer

APPENDIX A

207148
CITY OF CAMARILLO
601 CARMEN DRIVE CAMARILLO CA 931010
ADOLFO ROAD IMPROVEMENTS
GRADING FOR ROADWAY WIDENING, CURB & GUTTER, MEDIAN,CONCRETE SIDEWALK
CONCRETE DRIVEWAYS, MISC BASE, ASPHALT CONCRETE PAVEMENT, RCP,LIGHTING, STRIPING
Dec-12
$577,167
TOM FOX, DIRECTOR OF PUBLIC WORKS
601 CARMEN DRIVE CAMARILLO CA 931010
(805) 388-5313

493158
CITY OF MALIBU
2014/15 STREET MAINTENANCE NO 2053
T/C, PAVEMENT R/R, ARHM, SPEED HUMPS
Mar-15
$714,529
ROBERT BRAGER
310 456-2489

398829
CITY OF OXNARD
OXNARD SCHOOL-SAFE ROUTES TO SCHOOL
INSTALL SIDEWALK, BULB OUTS, BIKE LANES
Jan-14
$550,826
PARTICIA FRIEND
1060 PACIFIC AVE BLDG 2 OXNARD CA 93030
385-7821

399557
COUNTY OF LOS ANGELES
171ST ST EAST, ET AL
CLEAR & GRUB,EARTHWORK, AC PAVING
Mar-14
$1,591,569
JIN KANG TAN
DEPT OF PW CONSTRUCTION DIVISION 900 S FREEMONT AVE 8TH FL ALHAMRA CA 91803
626-458-4975

403012
CITY OF VENTURA
VICTORIA AVE RESURFACING
Asphalt overlay, Concrete sidewalks , HCR, Curb and guttter,
Jan-14
$559,061
ERNIE FERRER

501 POLI STREET ROOM 120 VENTURA CA 93001
805 677-3905

406655
COUNTY OF VENTURA
PAVEMENT REHABILITATION MID COUNTIES
PAVEMENT RESURFACE W/ARHM &HOT MIX ASPHALT, CONCRETE SIDEWALK
C&G, SPRANDREL & CROSS GUTTER, AC GRINDING, AC CURB
Nov. 2013
Jan-14
$1,331,239
RAY CHIKKIAH
800 SOUTH VICTORIA AVE VENTURA CA 93009
805-654-3987

406462
CALTRANS
VENTURA COUNTY AREA FILLMORE
COLD IN PLACE RECYCLE, AC PAVEMENT
COLD PLANE, CL 2 AGG BASE, REPLACE AC SURFACING,HMA, STRIPING
Jun-14
$1,356,641
ALAN DAVIS
1525 RANCHO CONEJO BLVD SUITE 102 THOUSAND OAKS CA 91320
805 480-4928

407637
CITY OF VENTURA
TELEPHONE ROAD RESURFACE 2013-006
ADJUST MAHNHOLE, WATER VALVES, STORM DRAIN, UTILITIES
FULL DEPTH AC BASE REPAIR, COLD MILL, ARHM, CONCRETE C&G, RAMP
AND SIDEWALKS, LOOP DETECTORS, STRIPING
Mar-14
$821,795
MARK GARCIA
501 POLI STREET ROOM 120 VENTURA CA 93001
805 658-4789

421661
CITY OF OXNARD
VICTORIA AVE IMPROVEMENT PLAN-GONZALES RD
ASPHALT CONCRETE TYPE III, UNCLASSFIED EXCAVATION, AGG BASE CL2
CONSTRUCT 6 & 8" PCC PAVEMENT WITH REBAR, PCC CURB, STAMPED
CONCRETE MEDIAN, R/R PCC CROSS GUTTER/SPANDREL, INSTALL CMP,STRIPING
Jul-14
$867,399
PARTICIA FRIEND
1060 PACIFIC AVE BLDG 2 OXNARD CA 93030
385-7821

GRANITE CONSTRUCTION COMPANY
Summary of Liquidated Damages on Jobs Over $3M
2010 - 2014

Year	Name and Address of Owner	Name of Engineer in Charge (Owner), Phone, Fax	Job #	Project Name and Location	Duration	Description of Liquidated Damages
2014	CA Department of Transportation 1727 30th Street Sacramento, CA 95816	Chris Talbot (760) 872-0794	417807	Caltrans 09-351604 Hwy 395 @ Cottonwood Rd Lone Pine, CA	5/5/2014 8/22/2014	LD's assessed for 28 days at $5,400 per day Total of $151,200
	Hanwha Qcells USA 8001 Irvine Center Drive Irvine, CA 92618-3001	James Matarese (949) 412-4440 (949) 748-5997	442280	Garnet Solar Palm Springs, CA	2/10/2014 7/29/2014	LD's assessed at $6,000 per day for 42 days Project completion time not met due to lack of direction from Owner.
	WA Department of Transportation 6610 16th Street East Suite B Fife, WA 98424-6750	Kim Mueller, PE (253) 365-6752	409839	SR 510 to SR 512 Congestion Management	8/19/2013 2/1/2015	$2,000 per 15 min, assessed for 1 hour of time that our TMA broke down in the travel lane while removing traffic control signs and devices. $8,000 total for overage of allowable lane closure.
	WA Department of Transportation P.O. Box 47300 Olympia, WA. 98504-7300	Craig McDaniel, C.E. (360) 705-7830	403048	WSDOT Contract No. 8443 I-90 MP 65.54 To Easton Hill EB & WB Paving	6/17/2013 10/1/2014	LD's assessed at $13,179 per day for 4 days = $52,716 for project working days overrun & direct engineering costs.
2013	AK Department of Transportation PO Box 196900 Anchorage, AK 99519	Bob Lundell (907) 269-0450 (907) 243-5092 (F)	241166	King Salmon Airport Lighting King Salmon, Alaska	7/13/2011 6/21/2013	LD'S assessed at $65,000.00 Project completion date not met Project completion time not met
	WA Department of Transportation 1043 Goldenrod Road Burlington, WA 98233	Jay Drye (360) 757-5993 (360) 707-5050 (F)	265150	I-5 Joe Leary Slough to Nulle Road Vic Paving Burlington, WA	3/15/2011 2/8/2013	LD's assessed at $6,667.00 for a 50 minute delay in lane opening
	AK Department of Transportation PO Box 196900 Anchorage, AK 99519	Jason Lamoreaux (907) 269-0450 (907) 243-5092	400737	Dimond Blvd. Resurfacing: J Jewel Lake Road to Seward Hwy Anchorage, Alaska	5/9/2013 9/30/2013	LD's assessed at $2,500 per day for 15 days = $37,500 Project completion time not met (due to weather)
	AK Department of Transportation PO Box 196900 Anchorage, AK 99519	Mark Forkner (907) 269-0864 (907) 243-5092	409204	Kenai Spur Hwy Pavement Pres Kenai, Alaska	7/9/2013 10/1/2013	LD's assessed at $1,500 for 15 days for a total of $22,500 Project completion time not met
2012	CA Department of Transportation 1727 30th Street Sacramento, CA 95816	Mark Mengoni (559) 243-3543 (559) 243-3545 (F)	379370	CDOT SR33/I-5 RHMA Overlay Maricopa County, CA	6/5/2012 - 11/7/2012	LD's assessed at $3,000 per day x 7 days = $21,000 for Material spec issues
	AK Department of Transportation PO Box 196900 Anchorage, AK 99519	Pat Harvey (907) 269-0616 (907) 269-0425	372638	HSIP: Intl. Airport Rd./Jewel Lake RD / HSIP: Jewel Lake-63RD-Old Intl. Airport Intl. Airport RD	01/12/12 - 11/30/2012	LD's assessed at $1,500 x 8 days=$12,000. An interim completion date was implemented during construction (deducting 30 days from original completion date)
2011	CA Department of Transportation 1727 30th Street Sacramento, CA 95816		2122077	06-0M7104 HWY14 near Cal City, CA		LD's assessed at $3,000 per day x 7 days = $21,000 for Material spec issues
	CA Department of Transportation 1727 30th Street Sacramento, CA 95816	Ryan Johnson (530) 895-6245 (530) 342-7460	208071	Skyway Overcrossing Butte County, CA	8/22/2011 - 12/7/2011	1 day $3000, Striping Sub incurred
	CA Department of Transportation 1727 30th Street Sacramento, CA 95816	Joe Blommer (760) 648-7906 Fax # not available	2122052	Highway 203 Mammoth Lake Overlay	7/25/2011 - 10/22/2011	LD's assessed at $3,000 per day x 11 days = $33,000
	AK Department of Transportation PO Box 196900 Anchorage, AK 99519	Maureen Carey (907) 451-5405 (907) 451-5487	242111	Tok Cutoff Gakona River Bridge Fairbanks, AK	7/1/2009 - 8/26/2011	Achieved Substantial Completion by contract completion date but unable to resolve punchlist issues timely. LD's assessed at $500/day x 57 days =
2010	City of Marysville 80 Columbia Avenue Marysville, WA 98270	Patrick Grenhagen (360) 363-8279 (360) 363-8284	266137	State Ave Corridor Improvement Marysville, WA	6/1/2008 - 6/15/2010	Completed 13 days late due to delay in completion of the permanent traffic signals by the electrical subcontractor. LD's assessed at $48,052 were passed on to the subcontractor.
	TX Department of Transportation 125 E 11th Street Austin, TX 78701-2483	Brian Wilson (806) 745-4496 (806) 748-4381	310023	Lubbock Co US 62 Ph3B Lubbock, TX	7/5/2007 - 3/26/2010	Substantial Completion LD's were assessed at $4,850/Day x 40 days = $194,000. Final Completion/Administrative LD's also assessed at $2,000/Day x 71 days = $142,000. Total LD's Assessed $336,000.

GRANITE CONSTRUCTION COMPANY

Question Number Five (5): Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (DLSE)?

Granite Construction Company ("GCCO") may have been investigated by the DLSE, however, we do not track the investigations, we only track penalties assessed against GCCO. To the best of our knowledge there have been no penalties assessed against GCCO within the last five years.

GRANITE CONSTRUCTION COMPANY

Liens and stop notices

Granite Construction Company, in its 93rd year of business, performs over $1.7 billion worth of construction work annually on thousands of construction projects throughout the country. Granite contracts with many owners, subcontractors and suppliers and occasionally stop notices for labor and/or materials may be filed against Granite on contracts that have been completed or are being completed. Granite does not track such stop notices or liens that may be filed against our projects.

ARBITRATION/ LITIGATION FILED AGAINST GRANITE CONSTRUCTION COMPANY (GCC) IN THE LAST 5 YEARS RELATED TO NON-PAYMENT
As of July 2015

Work/Payment issues over $50,000 only; Granite Construction Company can only provide a list of arbitration and lawsuits.

CASE NAME	DESCRIPTION	DATE CLOSED/ RESOLUTION
AKDOT fbo Northwest Pipe Co v. Wilder; GCC; Travelers (Counterclaim filed by GCC)	Non-payment	12/10 – Settled
Aggregate Technologies, Inc. v. Goldshire Developers, LLC, GCI dba Houston Rapid Transit JV;	Payment bond claim filed by subcontractor against HRT and payment bond sureties	Goldshire indemnifying GCC 11/14 – Settled
American Caisson, Inc. dba The Mahaffey Companies v. GCC (Arb)	Non-Payment	8/13 – Settled
Associated Ready Mixed Concrete, Inc. v. GCC; FIC, et al	Breach of Contract; Non-payment	Pending
Brulands Drilling & Boring v. GCC; GNW	Non-payment for add'l work	11/10 – Settled
Bulldog Erectors, Inc. v. Flatiron Constructors, Inc.; GCC	Non-payment for rental equipment	4/13 – Settled
C.S. McCrossan, Inc. and GCC	Non-payment	4/12 – Settled
Consolidated Systems, Inc. v. GCC; FIC et al	Non-payment	10/14 – Settled
Construction Ahead, Inc. dba Pavement Surface Control v. ECC (JV)	Non-payment	5/15 - Settled
GCC v. Metro Air Park; LLC (Counter Complaint filed)	Non-payment	8/11 – Settled
Griffin Sign, Inc. v. Intercounty Constructors; GCC et al	Non-payment	3/14 – Settled
Hadco Construction, LLC v. KW Excavation, Inc.	Non-payment	12/12 – Settled
Jack Davenport Sweeping Services, Inc. v. Legg, Inc. et al Dfts, Allegheny Casualty Company; including GCC (Cross Complaints filed)	Non-payment	Pending
Little House Rentals v. GMR (JV)	Non-payment for Amount due under trucking subcontract with GMR	5/12 – Case Closed
Oceanside Construction, Inc. and GCC (arbitration)	Extra work and Non-payment alleged by OCI against GCC Delay and other damages alleged by GCC against OCI	7/14 – Settled
P&P Excavating, LLC v. Sima, LLC; GCC	Non-payment by Owner to Prime Contractor due to alleged improper work	6/12 – Settled
Pentalon Construction; GCC v. Rymark Properties LLC	Non-payment	Pending
Rail-Tech Consultants, Inc. v. Federal Insurance Company;GCC	Non-payment by sub subcontractor	Pending
Remote Energy Solutions, LLC, etc., Pltf. Vs. GCC	Contract Dispute – Consulting agreement payment dispute	Pending
Scott Anderson Trucking v. Weber Co et al inclg GCC	Non-payment	12/10 – Settled
Shasta Constructors, Inc. v. GCC; Pacific Indemnity;FIC	Non-payment by sub, Shasta, filed in arbitration: extra work	9/10 – Settled
Skyline Electric v. Wilder; GCG	Non-payment; Subcontractor dispute for add'l compensation	10/13 – Settled
State of AK fbo Swalling Construction v. GCC, Wilder, et al	Non-payment	3/11 – Settled
Statewide Traffic Safety & Signs v. GCC; CADOT; FIC	Non-payment; Breach of Contract, Claim for recovery on bond	8/14 - Settled
The Pressure Grout Co. v. GCC (Arbitration)	Non-payment for Cos, add'l work	Pending
Trenchless Construction et al v. ECC a JV of GCC (Counter complaint filed)	Non-payment for services and material (Counterclaim by GCC)	3/14 - Settled
USA fbo Burns & Sons Trucking, Inc. v. GCC; Fidelity et al (Counter Complaint filed)	Non-payment for stand-by charges Failure to Adhere to the Project Schedule	9/12 - Settled

ATTACHMENT 3
PAGE 27 OF 43

ARBITRATION/ LITIGATION FILED BY GRANITE CONSTRUCTION COMPANY (GCC) AS PLAINTIFF IN THE LAST 5 YEARS INVOLVING A PUBLIC WORKS CONTRACT FOR A SPECIAL DISTRICT, MUNICIPALITY, COUNTY OR STATE GOVERNMENT
As of July 2015

Work/ payment issues over $50,000 only; Granite Construction Company can only provide a list of arbitration and lawsuits.

CASE NAME	DESCRIPTION	DATE CLOSED/ RESOLUTION
AKDOT fbo Northwest Pipe Co v. Wilder; GCC; Travelers (Counterclaim filed by GCC)	Non-payment	12/10 - Settled
GCC and MDOT (US82 Bridge Demo Arb)	Delay due to high river levels	11/13 – Award issued in GCC's favor
GCC v. BCI Builders, et al incig County of Santa Clara	Non-payment	12/12 - Settled
GCC v. CADOT (Interstate 10 Overlay, Riverside Co)	Non-payment for delay and extra costs	6/15 - Settled
GCC v. CADOT (Steel Truss Repair Russian River)	Non-payment	9/10 – Settled
GCC v. CADOT (Hwy 14) Arbitration	Non-payment; Improperly assessed LDs	8/12 – Settled
GCC v. CADOT (Bridgeport Project) (Arbitration)	Non-payment for delay and extra costs GCC seeks recovery in contract deductions assessed by Caltrans and extra costs incurred.	Pending
GCC v. CADOT 395 Conway Summit (Arbitration)	GCC seeks recovery in extra costs incurred in attempting to comply with defective specification.	Pending
GCC v. CADOT Lone Pine Cottonwood (Arbitration)	GCC seeks recovery in LDs assessed by Caltrans and extra costs incurred in attempting to comply with the defective specification and address the differing site conditions.	Pending
GCC v. CADOT (I-805 North) (Arbitration)	GCC alleges defective plans & specs, constrained access, and conditions that differed from bid time.	Pending
GCC v. CADOT (I-805 South) (Arbitration)	GCC alleges defective plans & specs, constrained access, and conditions that differed from bid time.	Pending
GCC v. Calex Engineering Company; CADOT; Safeco Ins Co	Non-payment (Enforce stop notice, payment bond, breach of contract, quantum meruit)	6/11 – Settled
GCC v. Disney Construction; CADOT; et al	Non-payment; Enforcement of Stop Notices and Payment Bond	7/14 – Settled
GCC v. Legg et al, including CADOT (Cross Complaint filed)	Non-payment; Breach of Contract, Quantum Meruit, Fraud & Deceit by False Promise, Enforcement of Stop Notice and Enforcement of Payment Bond	Pending

ARBITRATION/ LITIGATION FILED AGAINST GRANITE CONSTRUCTION COMPANY (GCC) IN THE LAST 5 YEARS INVOLVING A PUBLIC WORKS CONTRACT FOR A SPECIAL DISTRICT, MUNICIPALITY, COUNTY OR STATE GOVERNMENT
As of July 2015

Work/Payment issues over $50,000 only; Granite Construction Company can only provide a list of arbitration and lawsuits.

CASE NAME	DESCRIPTION	DATE CLOSED/ RESOLUTION
AKDOT fbo Northwest Pipe Co v. Wilder; GCC; Travelers (Counterclaim filed by GCC)	Non-payment	12/10 – Settled
Bard Water District v. GCC	Declaratory Relieve Action to Invalidate a Judgment entered against Bard	11/14 – Judgment entered in favor of GCC
City of San Diego v. AJ Diani Construction; GCC	False Claims	5/11 - Settled
Gordon N. Ball v. CADOT; RGW Construction, Inc.; GCC	Bid protest filed against Caltrans/GCC	Pending
Los Angeles Engineering, Inc. v. City of Oxnard; GCC et al	Writ of Mandate regarding bid award.	3/14 – Judgment Vacated

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CASE NAME	DESCRIPTION	DATE CLOSED/ RESOLUTION
Road and Highway Builders, LLC v GCC; State of NV; NDOT	Bid issue.	3/13 – Order Denying Preliminary Injunction filed
State of AK fbo Swalling Construction v. GCC, Wilder, et al	Non-payment	3/11 – Settled
Statewide Traffic Safety & Signs v. GCC; CADOT; FIC	Non-payment; Breach of Contract, Claim for recovery on bond	8/14 - Settled

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GRANITE CONSTRUCTION COMPANY
2014 Completed Jobs Greater than $3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Estimated Completion Date	Actual Completion Date
430538	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84107-1430	I-80; Mouth Of Parley's Canyon Contract No.: F-I80-3(177)128 I-80; MP 127.57-139.22 This was a rotomill and SMA & HMA overlay project. Including pre-cast barrier upgrades, CIP barrier, metal guardrail removal and replacement, grooved-in pavement marking tape, rumble strip and signage.	Shawn Lambert (801) 887-3416 Fax: N/A Email: N/A	3,915,118	10/25/2014	10/25/2014
453389	Center Point Construction II, LLC PO Box 387 Morgan, UT 84050-0387	Holly Underground Site Package Contract No.: N/A 393 South 800 West The project consisted of installation of 6,540 LF HDPE pipe of various sizes. Included with this were PIV valves and risers as well as fire hydrants and elevated fire monitors. The storm drain consisted of 5,000 LF of ADS plastic pipe of various sizes. Manholes, catch basisins, and storm water lift station were included. Additional items include 300 LF retaining wall, wet grass scrubber overflow sump pump, utility tunnel, waterline loop and valve installation 3,500 LF of 2" culinary water and 2,500 LF of city sewer lines.	Ronald Hales (801) 330-5855 (801) 829-4171 (F) Email: N/A	5,966,002	12/31/2014	12/31/2014
468028	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84107-1430	4600 West; Skye Drive to 10200 South Contract No.: F-R299(137) Salt Lake County, UT This project was a green field road construction/beautification project that included wet and dry utility placement. The new roadway was 3,800 LF long and 44 LF wide with curb/gutter and sidewalk placement. The roadway included 38,000 CY roadway excavation (31,000 CY embankment), 15,000 SF MSE block wall placement, 220 EA - 2" caliper trees, 4,200 SY sod placement and irrigation, 3,800 LF misc. diameter RCP, 3,800 LF - 12" PVC waterline, 1,000 LF metal barrier fence, 3,500 LF chain link fence, 26 decorative light poles and associated electrical package, signage and striping. Included in the roadway was 12' x 12' x 175' CIP box culvert ($250,000) which spanned the roadway at a creek crossing.	Mike Hunt (801) 654-6769 Fax: N/A Email: N/A	4,687,816	10/31/2014	10/31/2014
416896	Tooele County Division of Roads 47 South Main Street Tooele, UT 84074-2148	Wendover Airport Contract No.: 3-49-0049-26 Wendover Airport, UT The Wendover Airport project was the construction of the new 2000' extension. Construction consists of excavation and embanking of all borrow and crushed aggregates, under drain pipe work and paving. All crushed aggregates and HMA were produced onsite with the portable crushing and hot plant equipment.	Seth Kurtz (303) 524-3030 (303) 524-3031 (F) seth.kurtz@jviation.com	5,998,022	6/30/2014	6/30/2014
421001	Idaho Transportation Department PO Box 7129 Boise, ID 83707-1129	Nampa Bridge Replacements Contract No.: A012(666) & A012(667) Nampa, ID Replaced 2 bridge decks with precast panels in 50 days. The bridge decks were done in halves and in four phases. Replaced two aging concrete bridge decks on I-84 within the city of Nampa. This included 60 precast panes, 324 diaphragm repairs, and removing and repainting of 51,150 SF of structural steel.	Shawna King (208) 459-7429 Fax: N/A shawna.king@itd.idaho.gov	4,198,015	8/10/2014	8/10/2014
430836	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84114	I-80; Major Roadway Rehabilitation Contract No.: F-I80-1(52)0 I-80 in Tooele County, UT The project consisted of a 1½" rotomill with a 1½" Stone Matrix Asphalt (SMA) overlay on Interstate 80 from milepost 0 to 10.46. Other work included three structure rehabilitations, two 11" thick PCCP pads for weigh in motion stations, HMA overlay in rest areas, delineator replacement, shouldering, and striping.	Rodney Ruby (801) 910-2561 Fax: N/A Email: N/A	6,697,175	6/30/2014	6/30/2014
427273	Kennecott Utah Copper 8362 West 10200 South Bingham Canyon, UT 84006-1197	Cornerstone ROM Contract No.: 3101142772 Kennecott Copper Mine This project was a direct reflection of our performance on the Low Grade Ore Haul. Granite employees operated a shovel and 25 CAT 793 haul trucks 24/7, 365. There were multiple projects that came from the performance of our employees. We are no longer operating the shovel or Cat 793, however we still have operators in the Komatsu 934 haul trucks.	Cody Southerland (801) 554-2527 Fax: N/A Cody.Southerland@riotinto.com	8,083,915	12/31/2014	12/31/2014
430751	Kennecott Utah Copper 8362 West 10200 South Bingham Canyon, UT 84006-1197	ES Haul Bridge Contract No.: 3101142772 Kennecott Copper Mine, UT Installed concrete footing, multi-plate steel arch, and MSE walls and fills over the mine crusher belt to create an access point for mining activities.	Craig Fisher (801) 204-3591 Fax: N/A craig.fisher@riotinto.com	5,171,656	4/30/2014	4/30/2014
401651	Kennecott Utah Copper 8362 West 10200 South Bingham Canyon, UT 84006-1197	Low Grade Ore Haul Contract No.: 3101008228 Kennecott Copper Mine, UT This is a diverse project that was born from the Manefay Slide at the Kennecott Copper Mine. Under this job we delivered ore to the concentrator and assisted in the recovery of the slide to get the mine operational again.	Joe Stephenson (801) 204-3728 Fax: N/A Joe.Stephenson@riotino.com	29,232,471	12/31/2014	12/31/2014
418604	Kennecott Utah Copper 8362 West 10200 South Bingham Canyon, UT 84006-1197	Burma Road Projects Contract No.: 3101142772 Kennecott Copper Mine, UT This project consisted of stripping topsoil off of the east slopes of the mine so KUCC could dump the waste rock on the slopes. We had approx. four CAT D8 dozers stripping the topsoil off the slopes and pushing it to the bottom of the canyons where a CAT 365 trackhoe would load 12 - 40 TN into articulated haul trucks. The trucks would then haul the topsoil to a stockpile location for storage.	Joe Stephenson (801) 204-3728 Fax: N/A Joe.Stephenson@riotino.com	3,099,284	1/31/2014	1/31/2014
447657	California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Hwy 395 near Tom's Place CIRR & Overlay Contract No.: 09-353104 Hwy 395 at Lower Rock Creek Road, CA Cold in place recycle & hot mix asphalt superpave overlay on 3 mile section of the highway. Work included striping, new roadway markers, and new guardrail.	H.J. Blommer (760) 646-7906 Fax: N/A joe.blommer@dot.ca.gov	3,092,382	9/23/2014	10/28/2014

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Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Estimated Completion Date	Actual Completion Date
480601	Kern County Roads Department 2700 M Street Suite 400 Bakersfield, CA 93301	Twisselman Road Reconstruction Contract No.: 14036 Hwy 33 to King Road, CA Project included 34,080 CY of import borrow to balance subgrade, 21,219 TN of AC and 800 LF of HDPR pipe culverts with rip rap and slurry.	Michael Todd Wood (661) 862-8850 (661) 862-8851 (F) Email: N/A	3,196,983	11/12/2014	11/4/2014
412668	City of Bakersfield 1501 Truxtun Avenue Bakersfield, CA 93301-5201	Mohawk Street Improvements Contract No.: T3K232 Rosedale Highway to Stena Lane, CA Constructed new roadway & bridge including new HMA pavement, a prefabricated reinforced concrete arched bridge over the Calloway Canal, domestic water pipeline modifications, and traffic signal modifications.	Jeremiah Karr (661) 326-3122 Fax: N/A jkarr@bakersfieldcity.us	3,051,745	6/2/2014	6/2/2014
417607	California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Hwy 395 at Cottonwood Road, CA Contract No.: 09-351604 / ACNH-9395(241)E Hwy 395 near Cottonwood Rd, CA Cold-in-place recycle and hot mix asphalt superpave overlay on 6.7 miles of highway. Approximately 29,000 TN of asphalt used.	Chris Talbot (760) 872-0794 (760) 937-8948 (M) Fax: N/A chris.talbot@dot.ca.gov	4,634,041	8/5/2014	8/22/2014
405200	California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Highway 14 Red Rock Canyon Bridge Rehabilitation Contract No.: 06-0H1804 Mojave, CA Highway 14 Red Rock Canyon bridge removal and bridge construction. Removal of an existing flat slab bridge and construction of a new 408' long by 75' wide flat slab bridge in two phases while maintaining two lanes of traffic at all times. Various other roadway improvements included rock slope protection, storm drain improvements, and guardrail reconstruction.	Amarjit Dhaliwal (661) 391-4766 (661) 333-5625 (M) Fax: N/A amarjit.dhaliwal@dot.ca.gov	8,734,070	12/30/2014	12/18/2014
419591	NAVFAC Marine Corps Logistic Base ROICC, Bldg 198 Barstow, CA 92311	Repair Railroad Track at Nebo Annex Contract No.: N62479-09-D-1645 006 Nebo Area, Marine Corp Logistics Base, Barstow, CA Project repairs included the replacement of 3.5 miles of railroad trackage in the MCLB Interchange yard. Repairs included removal of existing rail trackage, tie plates, spikes, railroad ties and ballast.	Keith Jenkins (760) 577-6710 Fax: N/A keith.jenkins@navy.mil	4,339,310	12/19/2014	12/11/2014
400715	California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Replace Emma Wood Seawall Contract No.: 07-226204/ACSTP-P001(574)E South of Seacliff, Ventura, CA Removed 1,700 LF of existing sheetpile and concrete seawall and installed new seawall (2,600 CY). Drilled and placed 31,660 LF and 7,881 CY of steel soldier pile. Wall textured with 11,850 SF of fractured rib texture.	Alan Davis (805) 480-4928 Fax: N/A alan.davis@dot.ca.gov	13,218,823	8/20/2014	8/20/2014
416580	California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Construct Rural Roundabout Contract No.: 05-0T0004/ACHSSTP-P154(021)E Santa Barbara County near Santa Ynez, Highway 246, CA Project included grinding, earthwork, paving, storm drain, electrical, striping, lean concrete base, concrete curbs, hydroseeding, and irrigation.	Kevin Murdock, R.E. (805) 922-1611 (805) 922-2511 (F) Email: N/A	3,606,138	12/31/2014	9/26/2014
401913	County of Los Angeles 900 South Fremont Avenue Alhambra, CA 91803-1331	Will Rogers Coastline Parking Lot and View Pier Contract No.: Spec 5360, CP #69225 Pacific Coast Highway, Malibu, CA Project included 680 LF CIP seawall with tensioned tie-backs to support a new parking lot adjacent to the Pacific Coast Highway in Pacific Palisades. Seawall consists of 30"dia reinforced caissons with architectural finish on the outside. Project also included a handicap ramp to gain access to the beach.	Edward Andrews (626) 300-2319 Fax: N/A eandrews@dpw.lacounty.gov	5,965,589	8/15/2014	8/15/2014
406577	County of San Bernardino 823 East Third Street Room 120 San Bernardino, CA 92415-0001	Sheep Creek Channel Contract No.: 11F02217 Sheep Creek Road, CA Project included grading and grouted rip-rap: cut 144,000 CY and exported 42,000 CY of existing channel. Also placed 19,000 CY of 1/4" concrete rip-rap blanket on the slopes.	Grant C. Mann (909) 387-7920 (909) 387-8130 (F) Email: N/A	3,742,521	1/13/2014	1/13/2014
412113	Chevron Energy Solutions Company 345 California Street 18th Floor San Francisco, CA 94104	BK Orion Solar Project Contract No.: Chevron ES Contract 4483 Solar Field Near Arvin, CA 20 MW Solar Facility - approx. 19,000 piles driven and tracker system installed. Project also included dirtwork, drainage basin and spillways, inverter pads, concrete footings/flatwork, drill seeding and perimeter fencing, installing perimeter and access roads, and installing a tank.	Darryk Alaide (707) 580-0172 Fax: N/A dalaide@chevron.com	6,837,883	6/5/2014	3/30/2014
390015	US Army Corps of Engineers 222 North Rosamond Boulevard Edwards, CA 93524-8501	Maintain Airfield Pavements Contract No.: W912PI-09-D-0032 Edwards Air Force Base, CA Project consisted of 13,805 TN AC paving, 21,695 TN base, 57,665 SY pulverizing, 11,660 CY minor concrete, 298,200 LF crack seal, 209,527 SY seal coat, 1,535 SF spall repair, 1,205,700 SF rubber removal, 705,410 SF striping and marking, and electrical.	ACOE, EAFB Resident Engineer John W. Stephens, P.E. (661) 277-9927 Fax: N/A john.w.stephens@usace.army.mil	7,578,715	2/16/2014	2/16/2014
457758	California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Highway 138 HMA Contract No.: 07-297004/ACNHP-P138(047)E Avenue S to 165th Street East, Palmdale, CA 16 miles of superpave Type A, 300' of Type 60 barrier rail, 77,000 TN of AC, 1,300' of metal beam and guard rail, 180,000 SY of cold plane, electrical traffic signal modifications, 29 EA loop detectors, and 75 miles of wet/night enhanced traffic stripe.	Hin Hartanto (661) 726-0146 Fax: N/A hin.hartanto@dot.ca.gov	6,370,110	7/21/2015	12/31/2014
417702	US Army Corps of Engineers 222 North Rosamond Boulevard Edwards, CA 93524-8501	Edwards Air Force Base Contract No.: W912PL-09-D-0032 Edwards Air Force Base, CA 9,265 TN AC paving, 15,060 TN base, pulverized 41,655 SY, 940 CY minor concrete, 276,010 LF crack seal, 122,430 SY seal coat, 3,610 SF spall repair, 150,000 SF rubber removal, 1,956,408 SF striping and marking, and 96,500 SF paint removal.	John W. Stephens, P.E. (661) 277-9927 Fax: N/A john.w.stephens@usace.army.mil	4,748,963	10/31/2014	10/31/2014
467551	City of Oceanside 300 North Coast Highway Oceanside, CA 92054-2824	Oceanside Overlay 2014 Contract No.: 902754200212 Oceanside, CA Overlayed various streets throughout the city with rubberized asphalt. Included on all streets was an adjustment of valve cans and manholes, replacement of striping and pavement markings, and traffic control. Installed engineered paving mat over a leveling course on major streets.	Gabor Pakozdi Development Services Department (760) 435-5080 Fax: N/A pakozdi@ci.oceanside.ca.us	3,147,010	11/21/2014	11/21/2014

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Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Estimated Completion Date	Actual Completion Date
433201	San Diego County Regional Airport PO Box 82776 San Diego, CA 92138	Construct FBO Taxiway Contract No.: 104128 San Diego International Airport, CA Project included demolition, grading, paving, striping, electrical, and storm drain to reconstruct taxiway.	Jon Graf (619) 400-2662 Fax: N/A jgraf@san.org	3,103,753	6/9/2014	6/15/2014
413744	California Department of Transportation 1727 30th Street Sacramento, CA 95816	Replace MBGR with Concrete Barrier Contract No.: 11-401404 San Diego County, CA Removed existing MBGR and installed new concrete barrier and crash cushions at various locations.	Julio Reyes (858) 688-1091 Fax: N/A julio_reyes@dot.ca.gov	7,390,007	8/29/2014	9/25/2014
415469	March Joint Powers Authority 23555 Meyer Drive Riverside, CA 92518	Construct General Aviation Apron and Terminal Building Contract No.: 3-06-0201-009-2012(D) Moreno Valley, CA Constructed apron and adjacent terminal improvements including sewer, storm drain, water, bore and jack, concrete flat work, concrete apron, asphalt pavement, curb and gutter, fuel storage tank, oil water separator, infiltration trench, drain inlets, irrigation, landscaping, erosion control, demolition, clearing and grubbing, electrical, striping, and fencing.	Gary Gosliga, Airport Director (951) 656-7000 Fax: N/A gosliga@marchjpa.com	7,748,370	8/31/2014	8/31/2014
397655	City of Temecula 41000 Main Street Temecula, CA 92590-2764	Main Street Bridge over Murrieta Creek Contract No.: PW03-05/Fed #BRLO-5459(022) Murrieta Creek, Temecula, CA Project consisted of grading, bridge demo and reconstruction, rip-rap channel with RSP fabric, AC paving, stamped PCC bridge deck, stamped approach slab, stamped sidewalk, curb and gutter, custom metal hand railing, utilities for domestic/fire water, 18" and 42" RCP storm drain, stone veneer columns and planters, electrical, and landscaping. Also included 2,405 CY of bridge structure excavation, 2,025 CY of structure backfill, 270 CY of structural concrete bridge footing, 644 CY of structural concrete bridge, 134,900 LB of bridge bar reinforced steel, 1,500 SF of architectural treatment form liner, 2,500 LF of counduit and wire, and 8,745 SF of patterned colored concrete.	Jon Salazar (951) 694-6411 Fax: N/A jon.salazar@cityoftemecula.org	5,634,726	4/10/2014	7/10/2014
410847	California Department of Transportation 1727 30th Street Sacramento, CA 95816	Route 94 RHMA Overlay near Jamul Contract No.: 11-290404/ACNH-P094(059)E Marron Valley Road, CA Roadway reconstruction, LEAD compliance plan, 28,700 LB of treated wood waste, removal of 2,200 LF MBGR, 15,100 SY of high friction surface treatment, 9,740 TN of HMA, 45,000 TN of gap graded RHMA, 330,000 SY of cold plane AC pavement, and modification of signals and lighting.	Jun Bagube (858) 688-1436 Fax: N/A jun.bagube@dot.ca.gov	12,721,450	10/1/2014	10/1/2014
416868	Landmark Aviation 1500 Citywest Boulevard #600 Houston, TX 77042	Landmark Aviation FBO Hangar Contract No.: 4700021164 Sassafras Street, San Diego, CA Earthwork and paving: Portland cement concrete pavement, structural CIP concrete formwork, CIP concrete and concrete reinforcing, and relocated temporary AOA fences (K-rail modular fence & chain link 6' offset). Provided stabilization of structurally unsuitable soil material, exported haul-off of excess soil (structurally unsuitable/environmentally clean) to a class III landfill, provided testing and pumping, treatment and proper discharge/export of any contaminated ground water from the site.	Roffey Brooks (858) 200-6631 Fax: N/A brooks.roffey@icco.com	7,373,091	7/1/2014	7/1/2014
377925	California Department of Transportation 1727 30th Street Sacramento, CA 95816	Direct Access Ramps I-15, Mira Mesa, CA Contract No.: 11-2T0954 San Diego County, CA Constructed direct access ramps to I-15, managed lanes and transit station, placed 19,300 LF temporary railing, removed 14,700 LF concrete, 32,700 CY roadway excavation, 13,100 Class 2 aggregate base, 4,920 CY structural concrete bridge, 2,778 CY structural concrete retaning wall, 1.7 million LB bar reinforcing steel (bridge), 358,944 LB bar reinforcing steel (retaining wall), 4" to 6" plastic pipe, 18", 24" and 36" reinforced concrete pipe, 23,200 minor concrete (color and finish), 10,125 LB miscellaneous iron and steel, 40,830 LB isolating casing, and 18,500 LB bridge deck drainage system.	Paul Hsu (619) 644-3525 (858) 688-1497 (M) Fax: N/A paul_y_hsu@dot.ca.gov	23,587,643	12/31/2014	12/31/2014
378585	California Department of Transportation 1727 30th Street Sacramento, CA 95816	Route I-805 in Chula Vista Contract No.: 11-2T1814 Chula Vista in San Diego County, CA Performed approximately 4 mile median widening with split grade. 6 median bridge widening with barrier rail demolition and tie-in to existing structures. Bridge foundations on CIDH and driven H pile. Storm drain improvements throughout the median, outside shoulders, and bridge decks. New median barrier rail, lighting, and irrigation. Retrofit 23 existing columns with steel column casings and 2 structures with new slope pavement. Approximately 19,000 CY of jointed plain concrete pavement (JPCP) and 20,600 TN of HMA. Median retaining wall at split grade (5,100 LF) with CIP Type 736 barrier rail and architecture treatment. Removed 2,110 LF asphalt concrete dike, removed 17,000 LF concrete barrier. Placed 27,900 CY class 2 aggregate base, 20,600 TN HMA, 75,100 LF seal pavement joint, 27,700 LF seal longitudinal isolation joint, and ground 46,500 SY existing concrete pavement.	Paul Hsu (619) 644-3525 (858) 688-1497 (M) Fax: N/A paul_y_hsu@dot.ca.gov	33,065,437	5/13/2014	5/13/2014
226437	City of Murrieta 24601 Jefferson Avenue Murrieta, CA 92562	I-15 California Oaks Contract No.: 8147/ACNHI-0155(153) California Oaks, Riverside County, CA Removed existing exit ramps, constructed new loop entrance ramps and exit ramps, widened two bridge undercrossings, widened and lowered roads, removed existing retaining wall and constructed tie-back walls. Constructed cast in place retaining wall, performed grading and drainage improvements, traffic signal removal and construction, ramp metering systems, lighting, signing and pavement delineation. Staged construction and traffic handling, erosion control and water quality improvements, median landscaping, waterline relocation and surface utility improvements.	Roger S. Cunliffe-Owen (951) 461-6001 x6200 (951) 461-6048 (F) rowens@murrieta.org	16,698,689	11/31/14	11/31/14

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Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (If available).	Contract Amount	Estimated Completion Date	Actual Completion Date
359540	California Department of Transportation 1727 30th Street Sacramento, CA 95816	Widen Roadway and Bridge, Replace PCCP, and Place HMA Contract No.: 12-0F0604/ACIM-005-2(960)78E Route 5 in San Clemente, CA Bridge widening involving 12,000 CY of road excavation, 360 CY of structure excavation and backfill, 5,400 CY Cl2 base, 500 CY ramp termini (RSC), 5 storm drain systems, 600 LF RCP, minor drainage structures, 420 CY structural concrete (bridge & Footings), 130,000 lb reinforced steel, concrete barrier (340 LF of Type 60 & 26), 4,600 tons HMA Type A. Placed 2,098 SF polyester concrete overlay, 130,000 LB bar reinforcing steel bridge, 3,700 LB miscellaneous iron and steel, and 786 LF communication conduit (bridge).	Krystal Merkwan (949) 279-8706 Fax: N/A krystal.merkwan@dot.ca.gov	4,411,518	11/17/2014	11/17/2014
442280	Hanwha Q CELLS USA Corp. 8001 Irvine Center Drive Irvine, CA 92618-3001	Garnet Solar - HQ USA Contract No.: N/A Palm Springs, CA Roughed and finished grading of site with pile installation. Installed chain link fence around site. Placed crushed rock and cleanup of roads and landscape and installed erosion control.	James Materese (949) 412-4440 (949) 748-5997 (F) Email: N/A	4,210,169	7/29/2014	7/29/2014
450582	Burrtec Waste Industries, Inc. 9890 Cherry Avenue Fontana, CA 92335-5202	Salton City Landfill Phase 1A Contract No.: N/A Hwy 86, Salton City, CA Cleared and grubbed site. Approximately 546,000 CY of mass excavation and 1,280,000 SF of subgrade preparation. Installed 608,000 SF of 60M textured HDPE liner. Installed storage tank and facility, underdrain storage sump pump, and facility. Installed 1,000 LF of 24" and 36" corrugated plastic pipe. Entrance road grading, subgrade stabilization and paving, and entrance road landscape.	Dave Brischke (909) 743-6319 Fax: N/A dbrischke@burrtech.com	5,050,524	11/28/2014	11/28/2014
468610	McCoy Solar, LLC PO Box 14000 Juno Beach, FL 33408-0420	McCoy Construction Road Service Contract No.: 2000140232 Black Rock Road and Decker, Blythe, CA Constructed approximally 29,758 LF of paved access road and 8,243 LF of road upgrade.	Dave Farkas (661) 557-1426 Fax: Not Available david.farkas@nexteraenergy.com	9,084,435	10/17/2014	9/23/2014
414823	County of Riverside 3525 14th Street Riverside, CA 92501-3613	Fred Waring Drive Roadway Improvements Contract No.: 85-0589 City of La Quinta and Bermuda Dunes area, CA Furnished, supplied and placed 2,600 TN aggregate base course, 4,000 TN 3/4" HMA and 3,000 TN of 1/2 rubberized HMA. Installed 700 CY of stamped colored concrete pavement and 1,600 CY of curb, gutter, sidewalk, cross gutters, and driveways. Reconstructed 21 resident front yards (walls, driveways, and landscaping) and 10 back yards (walls and landscaping).	Eric Lohr (951) 955-1845 (951) 955-9548 (F) elohr@rctlma.org	6,362,276	7/3/2014	7/3/2014
392962	Fluor Enterprises, Inc. 47 Discovery (472F) Irvine, CA 92618-3150	Centinella Solar Facility Contract No.: A4XR-00-K002 90 miles East of San Diego, CA 1,600 acres of site preparation. Site demolition, general earthwork (cut to fill), scarify and re-compact 5,074,479 SF of native material, storm drain systems, potable and sewer water systems, installation of Class 2 base, asphalt pavement, stripping of existing vegetation, and implementation of the storm water pollution prevention program. Removed over 154,000 CY of dirt, constructed 39,000 LF of earthen swale varying from 3' to 27' wide. Installed 1,000 LF of 12", 24" and 30" RCP.	Jas Bar (949) 349-4214 (949) 349-5996 (F) jasbir.brar@fluor.com	13,143,122	6/15/2014	6/15/2014
387139	Fluor Enterprises, Inc. 47 Discovery (472F) Irvine, CA 92618-3150	Centinella Solar Facility Contract No.: A4XR-40-K004 Drew Road and Highway 98, Seeley, CA Installed 171,396 piers to elevation using PD10 pile drivers and laser technology. Mounted 53,732 pier brackets, 15,456 slave gear brackets, 14,720 slave gears, 736 drive motors, 92,736 torque tubes, 30,912 dampeners and 14,720 drive shafts.	Jas Bar (949) 349-4214 (949) 349-5996 (F) jasbir.brar@fluor.com	24,320,665	8/5/2014	8/5/2014
399899	Contra Costa Electric 825 Howe Road Martinez, CA 94553-3441	Trenching for Direct Buried Cable Contract No.: 55203B Calexico, CA Project included electrical trenching of approximately 57,000 LF for AC trench (1.5' wide and 4' deep). Trenched approximately 126,000 LF of DC trench (4.5' wide and 4' deep) and placed over 23,000 CY of sand (bedding material).	Tim Teare (559) 765-5063 Fax: N/A tim.teare@emcorpgroup.com	3,774,726	6/4/2014	4/1/2014
398628	California Department of Transportation 1727 30th Street Sacramento, CA 95816	Replace Bridge at I-40 and Van Winkle Wash Contract No.: 08-0N5904 San Bernardino County, CA Removed 9,400 LF of yellow thermoplastic traffic stripe. Removed and replaced 700 LF of metal beam guard railing. Cold planed approximately 16,600 SY of asphalt concrete pavement, furnished and placed 14,300 TN Type C and 6,730 Type A hot mix asphalt. Installed 18" and 24" pipe culvert and furnished and placed concrete rock slope protection and fabric.	Khoa Kguyen, R.E. (760) 256-529 (760) 256-5500 (F) khoa.n.nguyen@dot.ca.gov	7,913,880	2/15/2014	2/15/2014
397387	California Department of Corrections & Rehabilitation 9838 Old Placerville Road Sacramento, CA 95816	Dewitt Nelson Correctional Annex Contract No.: 5012082-0230100 Stockton, CA This was a site work design-build project that consisted of 35,000 CY of excavation, 635,000 SF of lime treatment, 750,00 SF of finish grade, and 6,000 TN of AC paving.	Mike Meredith (916) 255-3838 Fax: N/A mike.meredith@cdcr.ca.gov	3,402,598	3/31/2014	3/14/2014
403331	California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Highway 216 from Lovers Lane to Comstock Street Contract No.: 06-430704 Visalia, CA Widened and realigned SR 216. Included in project were roadway excavation, storm drain improvements, curb and flatwork, baserock, paving, and signal and lighting improvements.	Blas Martinez (559) 651-8321 (559) 651-8324 (F) blas_martinez@dot.ca.gov	4,483,532	9/30/2014	9/30/2014

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Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Estimated Completion Date	Actual Completion Date
409814	County of El Dorado 2850 Fairlane Court Placerville, CA 95667-4100	Green Valley Road Reconstruction Contract No.: PW 09-30470 Rescue, CA This road widening/reconstruction and new road construction project consisted of 24,500 CY of roadway excavation, 26,000 CY of import borrow, 3,000 LF of storm drain/sanitary sewer systems, a 4,700 LF HDPE subdrain system, and a 5,000 LF water system. Included concrete sidewalk, bus stops, curb and gutter, ADA ramps, stamped median, valley gutter, 1,665 CY of driveway, 2 keystone walls, a concrete retaining wall, 24,000 TN of Class 2 aggregate base, 10,000 TN of hot mix asphalt, a 3,000 LF hot mix asphalt dike, removal of 141 trees, a utility joint trench, traffic signal/SIC, fence removal and installation, 17,500 LF of fiber rolls, 39,000 SY of hydroseed, striping, and signs.	John Kehling (530) 642-4974 (530) 957-3711 (F) john.kehling@edcgov.us	5,010,746	6/30/2014	6/5/2014
411277	California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Route 180 in Fresno Contract No.: 13-006-06 Rt 180 6.3 Miles East of Fresno, CA This was a two phase project with portable batch plant. Job consisted of 10,895 CY of LCB and 26,460 of JPCP. As a subcontractor, our items were the LCB, JPCP and joint seal. The job was built in 3 stages with WB traffic in the first phase and EB traffic in the second phase. The third stage involved reconstructing a shoulder adjacent to an existing concrete lane. Joint seal was placed in Stage 1 but was eliminated for Stages 2 and 3.	Mark Magoni (559) 259-4877 Fax: N/A Email: N/A	5,411,858	12/31/2014	12/31/2014
310039	North Texas Tollway Authority 5900 West Plano Parkway Suite 100 Plano, TX 75093	SH 121 Chisholm Trail Contract No.: 02947-SWP-03-DB-PM US 121, TX Design-build of a 13.1 mile toll road constructed in a Texas super alignment as a controlled access toll facility. Included environmental compliance, permitting, right-of-way acquisition, utility coordination and relocation design, geotechnical investigations and foundation designs, complex hydrology and hydraulic analyses, pavement, roadway, bridge, tolling, ITS, illumination, traffic, interchange, and railroad over pass design services for Fort Worth and Western Railroad.	Wallace Heimer, PE 214-461-2059 Fax: N/A wheimer@ntta.org	182,634,339	6/6/2014	4/26/2014
442604	State of Alaska PO Box 196900 Anchorage, AK 99519-6900	HSIP: Sterling Highway in Soldotna to Homer Hill Slow Vehicle Turnouts Contract No.: HHE-021-1(056)/52997 MP 102.7-160.3 Sterling Highway, AK Constructed 22 slow vehicle turnouts. Work included site clearing/grubbing, topsoil and seeding, erosion control, survey, asphalt milling, and embankment construction. Quantities included 50,300 CY of unclassified excavation, 147,000 TN of Type A borrow, 10,115 TN of ATB/HMA, 2,408 CY of Class III rip rap, 1,162 SY standard sin installation, traffic control (2,700 flagging hours with 22 different lane restriction areas), 51,800 LF of MMA, pavement marking, and longitidinal inlaid.	Jason Baxley (907) 242-4869 (907) 243-5092 (F) jason.baxley@alaska.gov	5,742,190	10/30/2014	10/30/2014
470334	Black & Veatch Construction, Inc. 11401 Lamar Avenue Overland Park, KS 66211	Healy Nox Compliance Contract No.: 176653.71.0402 Healy, AK Performed site work for a power plant including access road, paving, micropiles, formwork, steel reinforced concrete foundation, and drainage. Project consisted of constructing a building foundation for future installation of a nitrous oxide scrubber unit for a coal fired power plant. Modifications were also made to an existing building including concrete demo, micro-pile installation (18 EA) and pouring a new slab for a lime silo. Project totals included 1,600 FT of ground grid excavation and backfill, 4,000 CY of structure excavation, 3,000 CY of backfill, 350 FT of HDPE drainage piping, 2,750 CY of structural concrete of which 2,500 CY was placed in a single foundation, 260 TN reinforcement, and 3,000 SF contact area forming.	Jennifer Cahill (913) 458-8792 Fax: N/A CahillJJ@bv.com	3,760,428	9/30/2014	9/30/2014
471710	State of Alaska PO Box 196900 Anchorage, AK 99519-6900	Sterling Highway MP 173-179 Contract No.: 0211(061)56176 /0211(059)55260 Homer, AK Pavement preservations for approximately 6.3 miles of road included pavement removal and replacement, pavement planing and pavement resurfacing, curbramp, sidewalk replacement, curb and gutter replacement, drainage system upgrades, guardrail repair/replacement, tidal erosion control, two full structure digouts and reconstruction, signage, and striping. Quantities included 125,450 SY of pavement planing, 18,030 TN of Type IIA hot mix asphalt, 78.54 ST linear ditch grading, 620 FT 18" CSP, 110 SY 4" thick concrete sidewalk, 16 EA Curb ramp, 1,870 LF of Type I curb and gutter, 3,270 CY Class IA rip rap, and 2,550 CY Class IV rip rap.	Laura Paul (907) 269-0463 (907) 243-5092 (F) laura.paul@alaska.gov	6,753,679	6/30/2015	11/21/2014
394736	State of Alaska PO Box 196900 Anchorage, AK 99519-6900	HSIP: Seward Highway Slow Vehicle Turnouts and Safety Improvements Contract No.: ACHHE-0A3-1(46)/52451 & HHE-0A3-1(44)/52121 Seward Highway, Anchorage, AK Constructed slow vehicle turnouts and passing lanes at 9 locations along the Seward Hwy. Included 22 acres of grubbing, 30,000 CY of excavation, 140,000 TN of imported fill, 35,000 TN of asphalt pavement, 6,000 LF of w-beam guardrail, 90,000 LF of MMA inlaid pavement markings (based on 4" width).	Tom Dougherty (907) 269-0450 (907) 243-5092 (F) tom.dougherty@alaska.gov	9,885,788	6/30/2014	6/30/2014
395613	Alaska Department Of Transportation - Northern 2301 Peger Road Fairbanks, AK 99709-5316	Glenn Highway MP 172-189 Rehabilitation Contract No.: 60922 Glennallen, AK Rehabilitated existing highway, constructed bike/pedestrian facility, replaced bridge, culverts, guardrail, and signing. Job included 85,000 CY of excavation, 31,000 TN of crushed aggregate base, 68,000 TN of asphalt treated base, 52,000 TN of asphalt paving, 115' span bulb-T bridge, 155 LF of 96" multiplate culvert, 100 LF 19'11" x 12'10" arch culvert, 100 LF 15'10" x 10'8" arch culvert, 4,200 TN Class II rip rap.	Steve Oswald (907) 834-1629 Fax: N/A steve.oswald@alaska.gov	20,325,667	9/30/2014	9/30/2014

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2014 Completed Jobs Greater than $3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Estimated Completion Date	Actual Completion Date
399200	Alaska Railroad Corporation PO Box 107500 Anchorage, AK 99510-7500	Port MacKenzie Rail Extension Segment 6 Contract No.: 90508 Huston, AK Railroad extension of 6.1 miles, track construction and redesign, culverts, and utilities. Cleared 95 acres, 505,655 CY of common excavation, 124,715 CY of borrow, 33,307 CY of sub-ballast (D-1), 121 FT of bridge, 40,115 LF of electrical conduit and 60 J boxes, erosion and pollution control, and 423 LF of CMP drainage pipe.	Bob Hanson (907) 265-2584 (907) 265-2439 (F) hansonb@akrr.com	11,435,394	4/1/2014	3/1/2014
400737	State of Alaska PO Box 196900 Anchorage, AK 99519-6900	Dimond Boulevard Resurfacing: Jewel Lake Road to Seward Highway Contract No.: EAP-0520(14)/53801 Anchorage, AK This federally funded project consisted of 179,028 SY of milling, 29,330 TN of paving, 2,912 LF of removal and replacement of curb, 41 EA curb ramps, 2,065 CY of sidewalk excavation and borrow, 7,685 TN of hard rock crushing, and 92 utility adjustments. This project also included installing inlaid markings and bringing curb ramps to ADA standards, as well as excavating and replacing sections of the asphalt pathway adjacent to the roadway. The pedestrian signal at the intersection of Victor Road and Dimond Boulevard was also upgraded.	Jason Lamoreaux (907) 350-3625 (907) 243-5092 (F) jason.lamoreaux@alaska.gov	7,096,980	9/30/2013	7/15/2014
409204	State of Alaska PO Box 196900 Anchorage, AK 99519-6900	Kenai Spur Highway MP 0-3 Pavement Preservation Contract No.: IM-0221(014)/54142 Soldotna, AK Project consited of milling, resurfacing, ADA improvements, drainage, signage, and striping. Quantities included 112,000 SY of pavement planing, 13,500 TN of asphalt paving, and 2,000 LF of curb and gutter.	Marcus Forkner (907) 269-0664 (907) 243-5092 (F) marcus.forkner@alaska.gov	3,872,913	10/1/2013	5/20/2014
404839	State of Alaska PO Box 196900 Anchorage, AK 99519-6900	Knik-Goose Bay Road and Fern Street Intersection Improvements Contract No.: 51896 Wasilla, AK Intersection improvements including new signalization, additional through traffic lane, widening for auxiliary turn lanes, new highway illumination, re-establishment of drainage system, pathway construction, paving, signage, and striping. 16,700 CY unclassified excavation, 30,000 TN of Type A borrow, 3,600 TN of D-1 aggregate base, 2,400 TN of ATB, 500 TN of asphalt pathway, 42 FT of 18" culvert pipe, and 1,050 FT of 24" culvert pipe.	Tom Dougherty (907) 269-0450 (907) 243-5092 (F) tom.dougherty@alaska.gov	3,032,013	6/15/2014	6/15/2014
444191	City of Tucson PO Box 27210 Tucson, AZ 85726-7210	Cot Road Recovery Package 2 Contract No.: 140959 Kolb Road, Tucson, AZ Three-step treatment consisting first of roadway preparation including full depth pavement replacement, pot-hole patching, skin patching, crack-sealing, weed control, utility adjustments and grinding to remove existing pavement ridges. Next was resurfacing using an application of scrub seal coat and scrubbing the applied emulsion sealer with a scrub broom as specified herein, brooming the aggregate with a secondary broom when specified, rolling the aggregate and sweeping up and disposing of excess aggregate off of the job site. Finally, after a period of no longer than 48 hours has passed, the roadway surface is sealed with microsurfacing.	Fred Felix (520) 837-6620 Fax: N/A Email: N/A	3,700,403	7/29/2014	7/29/2014
470677	Arizona Public Service Company PO Box 355 MS 4901 Fruitland, NM 87416-0355	Dry Fly Ash Disposal Area 3 Contract No.: 41207 County Road 6675, Fruitland, NM Constructed an expansion of the existing Coal Combustion Residuals (CCR's) disposal area and constructed a stormwater diversion channel. Grading, GCL along with removal and relocation of HDPE liners. Also performed debris disposal.	Rose M. Begay (505) 598-8311 Fax: N/A rose.begay@aps.com	3,760,629	11/1/2014	10/31/2014
373238	Pima County Procurement Department 130 West Congress Street, 3rd Floor Tucson, AZ 85701-1317	JOC Pima County Road Improvements Contract No.: MAPO-12000000000000226 Pima County, AZ JOC work for Pima County. Miscellaneous jobs that involved changing traffic signal, road intersection repair, paving and drainage improvements.	Julie Allred (520) 702-3731 Fax: N/A Email: N/A	4,100,101	12/21/2014	12/21/2014
389698	Pascua Yaqui Tribe 7474 South Camino De Oeste Tucson, AZ 85746-9306	Calle Torim Enhancement Project Contract No.: PYT112911001 Tucson, AZ Paving, roadway grading, placed and compacted aggregate base course, asphalt paving, landscape, concrete curb, concrete scuppers, and traffic signals. Consisted of the removal of the existing 22-foot wide asphalt roadway by pulverization and the construction of a new 34-foot wide urban roadway consisting of 11-foot wide travel lanes and 6-foot wide bicycle lanes.	Rick Gonzalez (520) 879-6337 Fax: N/A rick.gonzalez@pascuayaqui.gov	4,069,427	1/17/2014	1/17/2014
467953	Pima County Procurement Department 130 West Congress Street 3rd Floor Tucson, AZ 85701-1317	Julian Washington Multi Use Pathway Contract No.: CTN 13*065 Tucson Diversion, AZ Installation of approximately 2.8 miles of new 16' wide asphalt multi-use path with four ramp/box culvert roadway crossings and one pedestrian bridge for connectivity. Ancillary work such as drainage/erosion elements, roadway connections, barricade railing, signage and soft path where available were also included. Paved new 12' bike lanes, fencing, new box culvert, and electrical.	Curtis Rice (520) 740-2617 Fax: N/A curt.rice@pima.gov	3,086,746	10/31/2014	9/30/2014
451941	Nevada Department Of Transportation 1263 South Stewart Street Carson City, NV 89712-0001	US 50 Mound House Contract No.: 3561 US Highway 50 in Mound House, NV Job included 2 3/4" mill, 2" plantmix, 3/4" open graded wearing course, 220,170 SY coldmilling, striping, glue down curb, and structural steel grates.	John Angel, R.E. (775) 888-7070 Fax: N/A jangel@dot.state.nv.us	6,480,816	8/31/2014	12/6/2014
462133	Nevada Department Of Transportation 1263 South Stewart Street Carson City, NV 89712-0001	Mount Rose Highway Contract No.: 3558 SR 431 to US 395, NV Highway rebuild consisting of 2 1/2" cold mill and 2 1/2" plantmix surface with open grade wearing course. Removed guardrail, 466,690 SY cold milling, grind pavement markings, structural steel grates, glue down curb, and 17,930 LF guardrail.	Shane Cocking, R.E. P.E. (775) 691-9429 (775) 687-3000 (F) scocking@dot.state.nv.us	12,135,353	5/31/2015	5/31/2014

GRANITE CONSTRUCTION COMPANY
2014 Completed Jobs Greater than $3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Estimated Completion Date	Actual Completion Date
396430	Nevada Department Of Transportation 1263 South Stewart Street Carson City, NV 89712-0001	I-80 Winnemucca Contract No.: 3524 I-80 in Pershing and Humboldt Counties, NV Bridge seismic retrofit, paving, rubblizing, and plantmix bituminous surface with open-grade. Rehabilitation of freeway on-ramps including 110,800 SF removal of bridge deck, 66,280 SY geotextile, 101,448 SY shouldering material, and 472,210 SY rubblized concrete.	David Schwartz (775) 623-8070 (775) 623-0369 (F) dschwartz@dot.state.nv.us	33,315,470	8/1/2015	10/1/2014
397094	Nevada Department Of Transportation 1263 South Stewart Street Carson City, NV 89712-0001	Snyder Avenue Contract No.: 3516 US 395 in Carson City, NV Constructed a cast in place post tensioned concrete box girder bridge, 250,000 CY of borrow excavation and embankment, sanitary sewer, pipe, casing, storm drain, box culverts, AC paving, aggregate base, water line, barrier rail, concrete curb, sidewalk, erosion control, and fencing.	Stephen Lani (775) 720-4528 (775) 687-3399 (F) slani@dot.state.nv.us	10,468,038	7/29/2014	7/29/2014
400776	California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Hwy 50 at South Lake Tahoe Contract No.: 03-1A7324 Highway 50 to Highway 89 in El Dorado County, CA HMA surfacing/modified drainage system, 30,900 SY cold plane asphalt, 4,460 CY roadway excavation, 85,400 SF hydroseed, and 11,700 TN asphalt concrete.	Ben Malve (530) 682-3562 Fax: N/A benjamin.malve@dot.ca.gov	4,573,948	9/23/2014	9/23/2014
406972	Nevada Department Of Transportation 1263 South Stewart Street Carson City, NV 89712-0001	US 93 Lages Contract No.: 3534 US 93 in Elko County, NV Project consisted of constructing a set of passing lanes and widening shoulders on highway. Included slope flattening and extending drainage facilities.	Don Christiansen, R.E. (702) 486-6678 (702) 622-2844 (F) Email: N/A	10,179,805	10/17/2014	10/17/2014
420826	Reno-Tahoe Airport Authority 2001 E. Plumb Lane Reno, NV 89502	Runway 16L-34L Touchdown Areas Rehabilitation Contract No.: WA-2013-197 Reno, NV Removed 23" of existing PCC runway and replaced it with 6" of ATPB and 17" of new PCCP. Removed 22,000 CY of PCC/ATPB, placed 5,500 TN of ATPB, and placed 13,500 CY of new PCCP. Included striping, centerline lights, and miscellaneous electrical work.	Joe Mamola Atkins Global (775) 828-1622 (775) 581-1687 (F) joemamola@atkinsglobal.com	5,470,782	12/31/2014	8/22/2014
430843	Nevada Department Of Transportation 1263 South Stewart Street Carson City, NV 89712-0001	US 95 Sand Pass Contract No.: 3539 Highway 95 North of Winnemucca, NV Project consisted of 27,000 TN of asphalt paving, constructing passing lanes and turn lanes, and 226,337 CY of roadway excavation.	David Schwartz (775) 315-6917 Fax: N/A dschwartz@dot.state.nv.us	7,699,688	10/31/2014	10/31/2014
423773	United Construction Company 5300 Mill Street Reno, NV 89502-2316	Logistic Center 395 Contract No.: 13-10-135 Lemmon Drive and North Virgina Street, Reno, NV Performed mass grading, site development, utilities, base and paving, 30,000 LF of sanitary sewer, storm drain, and structural excavation.	Craig Willcut (775) 858-8090 Fax: N/A craig.willcut@ucco.com	6,570,802	12/31/2014	12/31/2014
441644	State of Washington Department of Transportation PO Box 47420 Olympia, WA 98504-7420	Omak-Omak Area Paving Contract No.: 8567, STPF-9999(617) - SR215 in Omak, Washington Improvement of SR 215 MP 0.00 to MP 6.24, SR 155 MP 78.82 to MP 80.47 Installed cement concrete curb ramps and sidewalk, detectable warning surface, planing bituminous pavement, HMA 1/2" PG 76-28, Asphalt for fog seal, crack seal, temporary pavement marking and permanent signing.	Kevin Waligorski (509) 667-2860 Fax: N/A waligok@wsdot.wa.gov	3,171,737	9/3/2014	9/3/2014
465732	State of Washington Department of Transportation 460 Stuart Road Bellingham, WA 98226-1204	SR 539 - Lynden Aldergrove Contract No.: 8608 SR 539 in Lynden, WA Widened 5 miles of highway, installed ITS system, storm drainage, monotube sign, bridges, 7600 TN HMA, 1300 CY PCCP, and stormwater ponds.	Chris Damitio (360) 766-7400 Fax: N/A damitic@wsdot.wa.gov	3,481,626	10/22/2014	10/22/2014
466312	State of Washington Department of Transportation PO Box 47420 Olympia, WA 98504-7420	Klickitat County Chip Seal Contract No.: 8614 SR 14 and SR 197 in Klickitat County, WA Improvement of state highways by bituminous surface treatment, HMA overlay, pavement repair, lane markings, centerline rumble strips, and bridge expansion joint treatment.	Chris Tams (360) 759-1325 Fax: N/A tams@wsdot.wa.gov	4,822,660	9/15/2014	9/15/2014
383449	State of Washington Department of Transportation PO Box 47420 Olympia, WA 98504-7420	US 2 Bickford Interchange and Culvert Contract No.: 8286 US 2 near Snohomish, WA Constructed a new 280 foot, one lane bridge. 29,166 LF of structural earth walls and a one cast in place shotcrete fascia panel wall. Project also included 15,517 TN of high rap HMA, modification to ramps, and roadway realignment by removing existing Bickford Junction.	Mark Sawyer (425) 225-8770 Fax: N/A sawyerm@wsdot.wa.gov	15,909,233	7/2/2014	7/2/2014
393273	State of Washington Department of Transportation PO Box 47420 Olympia, WA 98504-7420	Pilchuck Creek Bridge Replacement Contract No.: 8363 SR 9 in Bryant, WA Construction of 560' long steel girder bridge. Three spans on pier caps with 8' diameter shafts and 115' embedment. Bridge is two lanes with shoulder for a total of 36' wide. Included 22,750 SF of MSE walls, import of 90,000 TN of gravel and aggregates, 8,500 SF of reinforced slope, 25,000 CY of embankment, 5,500 TN of HMA with 40% RAP, and 60' concrete box culvert and stream diversion. Paving was done in 3 lifts totaling 8".	Dave Crisman, P.E. (360) 428-1593 (360) 428-1600 (F) crismd@wsdot.wa.gov	8,325,311	10/31/2014	7/11/2014
401551	State of Washington Department of Transportation 8021 El Capitan Way Everett, WA 98208	SR 104: 52nd Street and I-5 Paving Contract No.: 8439/IM-0053(963) & 0054(264) I-5 MP 176-180, WA Asphalt paving, 8 lane miles, 14,200 TN cl 1/2" PG 64-22 HMA with 40% RAP.	Mark Sawyer (425) 225-8770 Fax: N/A sawyerm@wsdot.wa.gov	3,172,608	10/31/2014	9/15/2014

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Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (If available).	Contract Amount	Estimated Completion Date	Actual Completion Date
404498	BP West Coast Products LLC Cherry Point Refinery 4519 Grandview Road Blaine, WA 98230	BP Rail Logistics Project Contract No.: 1517-000-00-9000 Cherry Point Refinery, WA 44 acre site construction including access roads, project laydown and staging area. Excavation, haul and disposal of 600,000+ CY of material. Import and embankment of 700,000 TN of aggregates. Concrete foundations, pedestrian bridges, 1,600' unloading platform, mass slab equipment and pump pad, and 14,000 LF of permanent storm water pipe. Traffic control within the limits of the project.	Terry Corrigan (360) 734-1200 Fax: N/A tcorrigan@haskellcorp.com	32,950,593	1/4/2014	1/4/2014
403048	State of Washington Department of Transportation PO Box 47420 Olympia, WA 98504-7420	Easton Hill East Bound/West Bound Paving Contract No.: 8443 MP 65.54 in Easton, WA Improvements made by rotomilling existing HMA to PCCP pavement, crack sealing the lanes of PCCP (WB only), replacing HMA, overlaying with HMA 3/8" PG 64-28, shoulder rehab, removing and resetting concrete barrier, rumble strips, recessed pavement markers, fog seal, and permanent striping.	Robert Washabaugh (509) 577-1810 (509) 577-1603 (F) washabr@wsdot.wa.gov	5,019,466	6/1/2015	10/1/2014
476034	City of San Jose 200 East Santa Clara Street Wing 2nd Floor San Jose, CA 95113-1903	2014 Arterial Resurfacing Project Contract No.: 7612 San Jose, CA Grind/RAC overlay, rehabilitation, removal and replacement of existing curb, gutter, driveways, sidewalks, and wheelchair ramp. Removal and replacement of the traffic signal detector loops.	Roshan Shukla (408) 794-1981 Fax: N/A roshan.shukla@sanjoseca.gov	3,667,656	12/1/2014	12/1/2014
2195150	Peninsula Corridor Joint Powers Board 1250 San Carlos Avenue San Carlos, CA 94070	San Bruno Grade Project Contract No.: 10-PCJPB-C-002 San Mateo/San Bruno, CA Major elements of work included the addition of new control point CP Scott, shifting of mainline tracks from South Linden Avenue to Scott Street, construction of a two track shoofly, track raise on an MSE embankment, three grade separated street crossings involving lowering current street grade, three pedestrian under crossings, relocation of San Bruno Station onto an elevated structure, temporary station, pump station, vehicular traffic signals, train signals, and communication system.	Rafael Bolon, P.E. (408) 693-8584 Fax: N/A bolonr@samtrans.com	101,017,144	5/16/2014	3/15/2013
391792	US National Guard Bureau 2303 Napa Avenue San Luis Obispo, CA 93405	Camp Roberts Utility Modernization Phase 1 Contract No.: W912LA-12-C-0007 Camp Roberts Military Reserve, CA Installed approximately 43,000 LF of waterline ranging from 8" to 16" diameter, C-900 pipe domestic, and fire system. Removed and replaced 1,040,000 SF of asphalt roadways. Installed 3,800 LF of storm drain pipe and appurtenances.	Ron Neighbors (805) 238-8570 (805) 365-5083 (F) ronnie.neighbors@.us.army.mil	10,253,972	4/30/2014	4/30/2014
398816	California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Hwy 101 Shoulder Widening and Concrete Barrier Contract No.: 05-0Q5704/ACHSNHG-Q101(224)E Hwy 101 Salinas River Bridge, CA Performed highway improvements including widening of the median shoulders, installation of median barrier, drainage improvements, 10,400 CY of roadway excavation, 11,000 CY of Class 2 AB, 20,000 TN of HMA paving, 5,500 LF of storm drain, and 30,000 LF of concrete barrier.	Farshad Keshavarzi, R.E. (831) 375-5920 (831) 375-5946 (F) farshad.keshavarzi@dot.ca.gov	6,954,076	4/21/2014	4/21/2014
421195	City of Palo Alto Public Works 250 Hamilton Avenue Palo Alto, CA 94301	Fiscal Year 2014 Paving Contract No.: C1415905 Forest Avenue, Palo Alto, CA Asphalt grinding and overlay of 33 city streets for a total of 8,189 TN of asphalt.	N/A	3,022,739	7/18/2014	5/31/2014

GRANITE CONSTRUCTION COMPANY

FEDERAL OSHA FINAL CITATION ISSUED FOR CALENDAR YEARS 2010, 2011, 2012, 2013, 2014

Agency	Inspection	Facility	Citation	Section Cited	Summary Description
Federal OSHA	03/03/11	US 82	1	1926.1501(a)(i)	Employer did not comply with manufacturers specs
				1926.1501(f)(i)(iv)	Mobile cranes on barges were not secured

ATTACHMENT 5
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GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

I, Richard A. Watts, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted on September 10, 2015 by a Unanimous Written Consent of the Board of Directors in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS

RESOLVED, that the below listed officers are authorized to execute and deliver on behalf of the Company all documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

James H. Roberts	President & Chief Executive Officer
Christopher S. Miller	Executive Vice President, Chief Operating Officer & Assistant Secretary
Laurel J. Krzeminski	Senior Vice President, Chief Financial Officer & Assistant Secretary
Philip M. DeCocco	Senior Vice President of Human Resources & Assistant Secretary
Michael F. Donnino	Senior Vice President, Group Manager & Assistant Secretary
Martin P. Matheson	Senior Vice President, Group Manager & Assistant Secretary
Richard M. Rantala	Senior Vice President, Business Development & Assistant Secretary
James D. Richards	Senior Vice President, Group Manager & Assistant Secretary
Mathew C. Tyler	Senior Vice President, Federal Group Operations & Assistant Secretary
Richard A. Watts	Senior Vice President, General Counsel, Corporate Compliance Officer & Secretary
Jigisha Desai	Vice President of Corporate Finance, Treasurer, Assistant Financial Officer & Assistant Secretary
Kent H. Marshall	Vice President and Director, Public Private Partnerships & Assistant Secretary
Bradley G. Graham	Vice President, Controller, Assistant Financial Officer & Assistant Secretary
Nicholas B. Blackburn	Director of Corporate Taxation & Assistant Secretary

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

AUTHORIZATION TO ATTEST DOCUMENTS AND AGREEMENTS

RESOLVED, that the below listed officers are authorized to attest documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

James H. Roberts	President & Chief Executive Officer
Christopher S. Miller	Executive Vice President, Chief Operating Officer & Assistant Secretary
Laurel J. Krzeminski	Senior Vice President, Chief Financial Officer & Assistant Secretary
Philip M. DeCocco	Senior Vice President of Human Resources & Assistant Secretary
Michael F. Donnino	Senior Vice President, Group Manager & Assistant Secretary
Martin P. Matheson	Senior Vice President, Group Manager & Assistant Secretary
Richard M. Rantala	Senior Vice President, Business Development & Assistant Secretary
James D. Richards	Senior Vice President, Group Manager & Assistant Secretary
Mathew C. Tyler	Senior Vice President, Federal Group Operations & Assistant Secretary
Richard A. Watts	Senior Vice President, General Counsel, Corporate Compliance Officer & Secretary
Jigisha Desai	Vice President of Corporate Finance, Treasurer, Assistant Financial Officer & Assistant Secretary
Bradley G. Graham	Vice President, Controller, Assistant Financial Officer & Assistant Secretary
Kent H. Marshall	Vice President and Director, Public Private Partnerships & Assistant Secretary
Nicholas B. Blackburn	Director of Corporate Taxation & Assistant Secretary
Kenneth M. Smith	Group Counsel & Assistant Secretary
Jason M. Jasper	Group Counsel & Assistant Secretary
Heather J. Lenhardt	Group Counsel & Assistant Secretary

Dated: September 11, 2015

Richard A. Watts

GRANITE CONSTRUCTION COMPANY
CALIFORNIA
Jan. 4, 1922
SEAL
CORPORATE

L:\SHARED.COU\ALL-CORP Corporate\09-0027 Certificates of Secretary Actions-Certificates-UWCs Corts for GCCO.09.15.Final.doc

ATTACHMENT 3
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CITY OF
OXNARD
CALIFORNIA

General Services
Maint. Yard, 1060 Pacific Ave., Bldg. 2 – Oxnard, CA 93030
(805) 385-7821 – Fax (805) 385-8360

September 2, 2015

ADDENDUM NO. 1
SPECIFICATION NO. UD15-38
ORCHARD PARK NEIGHBORHOOD STREET RESURFACING

SCHEDULED BID OPENING DATE: SEPTEMBER 23, 2015

TO ALL BIDDERS OF RECORD

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. ***Failure to do so may subject bidder to disqualification. This addendum forms a part of the bid documents. It modifies them as follows:***

A. The following changes/corrections/additions are made to the Bid Documents:

1. Bid Documents, B Section, Page B-1-Bid Documents (Blue Sheets) – **Project Title a typo (UD15-18) in the Specification Number is corrected- Should be - UD15-38**

Addendum No. 1
Specification No. UD15-38
ORCHARD PARK NEIGHBORHOOD STREET RESURFACING

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

1. One (1) page of text
   Blue Bid Sheet – Page B-1– 1 Page

Addendum No. 1 Received: Date: 9/2/15

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL Jan. 4, 1922 CALIFORNIA

Granite Construction Company	585 West Beach Street
Company	Address of Company
	Watsonville, CA 95076
Authorized Signature	City State Zip Code
Jigisha Desai, Vice President	831-724-1011
Name and Title, Typed	Telephone Number, Including Area Code

ATTACHMENT 3
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CITY OF
OXNARD
CALIFORNIA

General Services
Maint. Yard, 1060 Pacific Ave., Bldg. 2 – Oxnard, CA 93030
(805) 385-7821 – Fax (805) 385-8360

September 22, 2015

ADDENDUM NO. 2
SPECIFICATION NO. UD15-38
ORCHARD PARK NEIGHBORHOOD STREET RESURFACING

SCHEDULED BID OPENING DATE: ~~SEPTEMBER 23, 2015~~ (BID DATE CHANGED)
BID OPENING DATE IS CHANGED TO: OCTOBER 7, 2015

TO ALL BIDDERS OF RECORD

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. ***Failure to do so may subject bidder to disqualification. This addendum forms a part of the bid documents. It modifies them as follows:***

A. The following changes/corrections/additions are made to the Bid Documents:

THE BID OPEN/DUE DATE IS CHANGED TO: OCTOBER 7, 2015
The time and place remain unchanged

Addendum No. 2
Specification No. UD15-38
ORCHARD PARK NEIGHBORHOOD STREET RESURFACING

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

1. One (1) page of text

Addendum No. 2 Received: Date: 9/22/15

Granite Construction Company	585 West Beach Street
Company	Address of Company
	Watsonville CA 95076
Authorized Signature	City State Zip Code
Jigisha Desai, Vice President	831-724-1011
Name and Title, Typed	Telephone Number, Including Area Code

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL Jan. 4, 1922 CALIFORNIA

ATTACHMENT 3
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CITY OF
OXNARD
CALIFORNIA

General Services
Maint. Yard, 1060 Pacific Ave., Bldg. 2 – Oxnard, CA 93030
(805) 385-7821 – Fax (805) 385-8360

September 23, 2015

ADDENDUM NO. 3
SPECIFICATION NO. UD15-38
ORCHARD PARK NEIGHBORHOOD STREET RESURFACING

SCHEDULED BID OPENING DATE: ~~SEPTEMBER 23, 2015~~ (BID DATE CHANGED)
BID OPENING DATE WAS CHANGED TO: OCTOBER 7, 2015 (Add.#2)

TO ALL BIDDERS OF RECORD

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. ***Failure to do so may subject bidder to disqualification. This addendum forms a part of the bid documents. It modifies them as follows:***

A. **The following changes/corrections/additions are made to the Bid Documents: Specification B Section, Page B-23 and B-23-A –Designation/Certification of Asphalt-Rubber Binder Applicator(s) are revised and reissued with this Addendum. Both Bidder's File Copy and Blue Bid Sheet copies are revised and reissued and copies included with this Addendum.**

Addendum No. 3
Specification No. UD15-38
ORCHARD PARK NEIGHBORHOOD STREET RESURFACING

The undersigned hereby acknowledges receipt of Addendum No. 3 consisting of the following:

1. One (1) page of text
2. Page B-23 & B-23-A – Bidder's Copy
3. Page B-23 & B-23-A – Blue Bid Sheets
4. Page B-1 –Blue Bid Sheet (Page typo was Revised with Addendum #1)

Addendum No. 3 Received: Date: 9/23/15

Granite Construction Company
Company

585 West Beach Street
Address of Company

Watsonville CA 95076
City State Zip Code

Authorized Signature

Jigisha Desai, Vice President
Name and Title, Typed

831-724-1011
Telephone Number, Including Area Code

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL CALIFORNIA Jan. 4, 1922

ATTACHMENT 3
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Establishment Search Results

Establishment	Date Range	Office	State
Granite Construction Co.	10/08/2010 to 10/08/2015	all	CA

Please note that inspections which are known to be incomplete will have the identifying Activity Nr shown in italic. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

Sort By: Date | Name | Office | State

Return to Search

Results 1 - 4 of 4

By Date

Get Detail Select All Reset

	#	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
☐	1	316671726	11/05/2013	0950643	CA	Accident	Partial	1611	237310	1	Granite Construction Co.
☐	2	316873496	10/23/2013	0950652	CA	Planned	No Insp/Other	1442	212321		Granite Construction Co.
☐	3	317077139	05/21/2013	0950612	CA	Accident	Partial	1442	212321	2	Granite Construction Co.
☐	4	316276773	07/06/2012	0950652	CA	Planned	Partial	1442	212321		Granite Construction Co.

ATTACHMENT 4
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Inspection Detail

Quick Link Reference

316671726 | 316873496 | 317077139 | 316276773

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 316671726 - Granite Construction Co.

Inspection Information - Office: Ca Van Nuys

Nr: 316671726 Report ID: 0950643 Open Date: 11/05/2013

Granite Construction Co.
1020 Ladera Lane
Carpinteria, CA 93013

Union Status: Union

SIC: 1611/Highway and Street Construction, Except Elevated Highways
NAICS: 237310/ Highway, Street, and Bridge Construction
Mailing: 5335 Debbie Ln., Santa Barbara, CA 93111

Inspection Type:	Accident			
Scope:	Partial	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Safety	Close Conference:	04/04/2014	
Planning Guide:	Safety-Construction	Close Case:		
Related Activity:	Type	ID	Safety	Health
	Accident	102788403		

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				1		1
Current Violations				1		1
Initial Penalty				$365		$365
Current Penalty				$160		$160
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
1.	**01001**	Other	1524 A02 B	04/07/2014	04/24/2014	$160	$365	$0	05/05/2014	F - Formal Settlement

Accident Investigation Summary

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Summary Nr: 202658613	Event: 11/04/2013	Employee Sustains Fractured Rib And Face In Compactor Slide

At approximately 9:22 a.m. on November 4, 2013, Employee #1, with Granite Construction Company, was operating a compaction roller (Caterpillar Compaction Roller; Model Number: CB224-E; Equipment Number: 10-531; Serial Number CATCB224E22402931). Employee #1 was moving the compaction roller over uneven pavement to the job location at the top of an approximately 15 degree grade. While doing so, the compaction roller steel drums began to spin, and the compaction roller began to slide backwards. The compaction roller's front and rear steel drums did not make full contact with the uneven asphalt, and Employee #1 was not able to maintain control. Employee #1 jumped off the roller and was caught and dragged underneath the compaction roller. Employee #1 was hospitalized. Employee #1 suffered a fracture on the right side of his face, multiple right-sided rib fractures, and the skin was completely torn off the underlying tissues of his right forearm (degloved).

Keywords: highway, fracture, face, rib, skin, drum, dragged, roller--const equip, uneven ground, lost control

	Inspection			Degree	Nature	Occupation
1	316671726			Hospitalized injury	Other	Construction laborers

Inspection: 316873496 - Granite Construction Co.

Inspection Information - Office: Ca Van Nuys-Min/Tunn

Nr: 316873496 Report ID: 0950652 Open Date: 10/23/2013

Granite Construction Co.
400 South Highway 101
Buellton, CA 93427
Union Status: Union
SIC: 1442/Construction Sand and Gravel
NAICS: 212321/Construction Sand and Gravel Mining
Mailing: P.O. Box 6744, Santa Barbara, CA 93160

Inspection Type:	Planned		
Scope:	No Insp/Other	Advanced Notice:	N
Ownership:	Private		
Safety/Health:	Safety	Close Conference:	10/23/2013
Emphasis:	L:Tunnel	Close Case:	10/30/2013

Inspection: 317077139 - Granite Construction Co.

Inspection Information - Office: Ca San Jose

Nr: 317077139 Report ID: 0950612 Open Date: 05/21/2013

Granite Construction Co.
Espinosa Rd. & Hwy. 101
Salinas, CA 93907
Union Status: Union
SIC: 1442/Construction Sand and Gravel
NAICS: 212321/Construction Sand and Gravel Mining
Mailing: 715 Comstock St., Santa Clara, CA 95054

Inspection Type:	Accident			
Scope:	Partial	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Safety	Close Conference:	07/18/2013	
Emphasis:	S:Construction (Cship)	Close Case:	12/21/2013	
Related Activity:	Type	ID	Safety	Health
	Accident	102845898		
	Accident	102845906		

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				5		5
Current Violations				2		2
Initial Penalty				$4,875		$4,875

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Current Penalty				$1,950		$1,950
FTA Amount						

Violation Items

	#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
	1.	**01001**	Other	3203 A07	07/19/2013	08/05/2013	$975	$975	$0	08/08/2013	F - Formal Settlement
	2.	**01002**	Other	49930001 A02 A	07/19/2013	08/05/2013	$975	$975	$0	08/08/2013	F - Formal Settlement
Deleted	3.	**01003**	Other	49930001 A03 B	07/19/2013	08/05/2013	$0	$975	$0	08/08/2013	D - Govt Dismissed
Deleted	4.	**01004**	Other	4999 F01	07/19/2013	08/05/2013	$0	$975	$0	08/08/2013	D - Govt Dismissed
Deleted	5.	**01005**	Other	4999 F02	07/19/2013	08/05/2013	$0	$975	$0	08/08/2013	D - Govt Dismissed

Accident Investigation Summary

Summary Nr: 202654455	Event: 05/15/2013	Employee Injured Falling From Flatbed

At approximately 3:00 a.m. on May 15, 2013, an incident occurred where Employee #1, a laborer, sustained serious injuries while working on the back of a flatbed truck offloading rails on a, local highway. Employee #1 hit his head on the excavator boom causing him to lose his balance and fall off truck. Employee #1 was taken to a local area hospital, then transferred to a regional medical enter where he remained for more than 24 hours.

Keywords: fall, truck, flatbed truck, health care facility, head, excavator, boom

	Inspection			Degree	Nature	Occupation
1	317077139			Hospitalized injury	Fracture	Occupation not reported

Inspection: 316276773 - Granite Construction Co.

Inspection Information - Office: Ca Van Nuys-Min/Tunn

Nr: 316276773 Report ID: 0950652 Open Date: 07/06/2012

Granite Construction Co.
400 South Highway 101
Buellton, CA 93427
SIC: 1442/Construction Sand and Gravel
NAICS: 212321/Construction Sand and Gravel Mining
Mailing: P.O. Box 6744, Santa Barbara, CA 93160

Union Status: Union

Inspection Type:	Planned		
Scope:	Partial	Advanced Notice:	N
Ownership:	Private		
Safety/Health:	Safety	Close Conference:	07/06/2012
Emphasis:	L:Tunnel	Close Case:	05/01/2013

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				1		1
Current Violations						
Initial Penalty				$400		$400
Current Penalty						
FTA Amount						

Violation Items

	#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
Deleted	1.	**01001**	Other	24800003	07/27/2012	08/01/2012	$0	$400	$0	08/09/2012	F - Formal Settlement

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Establishment Search Results

Establishment	Date Range	Office	State
All American Asphalt	10/08/2010 to 10/08/2015 Sub	all	CA

Please note that inspections which are known to be incomplete will have the identifying Activity Nr shown in italic. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

Sort By: Date | Name | Office | State

Return to Search

Results 1 - 9 of 9

By Date

Get Detail Select All Reset

	#	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
☐	1	1069290.015	06/08/2015	0950653	CA	Prog Related	Partial		212313	2	All American Asphalt
☐	2	317143378	09/11/2013	0950631	CA	Accident	Partial	1622	237310		All American Asphalt
☐	3	316213412	08/29/2013	0950633	CA	Accident	Partial	1611	237310	3	All American Asphalt
☐	4	316888098	02/26/2013	0950612	CA	Accident	Partial	1771	238990		American Asphalt Repair & Resurfacing Co., Inc.
☐	5	313646010	07/23/2012	0950635	CA	Accident	Complete	1611	237310		All American Asphalt
☐	6	314995358	02/12/2012	0950624	CA	Unprog Rel	Partial	1771	238110		American Engineering And Asphalt
☐	7	315525477	08/04/2011	0950631	CA	Accident	Partial	1611	237310		All American Asphalt
☐	8	310100086	06/14/2011	0950613	CA	Accident	Partial	1771	238110	5	American Asphalt Repair & Resurfacing Co.,Inc.
☐	9	313642464	03/22/2011	0950635	CA	Accident	Partial	1611	237310	1	All American Asphalt (267073-A)

Inspection Detail

Quick Link Reference

1069290.015 | 317143378 | 316213412 | 316888098 | 313646010 | 314995358 | 315525477 | 310100086 | 313642464

Case Status: PENDING ABATEMENT OF VIOLATIONS

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 1069290.015 - All American Asphalt

Inspection Information - Office: Ca San Bern M&T

Nr: 1069290.015 Report ID: 0950653 Open Date: 06/08/2015

All American Asphalt
1776 All American Way
Corona, CA 92878
Union Status: Union
SIC:
NAICS: 212313/Crushed and Broken Granite Mining and Quarrying
Mailing: P.O. Box 2229, Corona, CA 92878

Inspection Type:	Prog Related		
Scope:	Partial	Advanced Notice:	N
Ownership:	Private		
Safety/Health:	Safety	Close Conference:	06/18/2015
Emphasis:	S:Tunnel	Close Case:	

Case Status: PENDING ABATEMENT OF VIOLATIONS

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				2		2
Current Violations				2		2
Initial Penalty				$300		$300
Current Penalty				$300		$300
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
1.	**01001**	Other	3277(F)(4)	06/18/2015	07/02/2015	$150	$150	$0		Z - Issued
2.	**01002**	Other	3277(D)(2)	06/18/2015	07/02/2015	$150	$150	$0		Z - Issued

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Inspection: 317143378 - All American Asphalt

Inspection Information - Office: Ca Anaheim

Nr: 317143378	Report ID: 0950631	Open Date: 09/11/2013	

All American Asphalt
Poinsettia Lane & Fawn Glen W
Irvine, CA 92604

Union Status: Union

SIC: 1622/Bridge, Tunnel, and Elevated Highway Construction
NAICS: 237310/ Highway, Street, and Bridge Construction
Mailing: 400 E. Sixth St., Corona, CA 92878

Inspection Type:	Accident			
Scope:	Partial	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Safety	Close Conference:	11/20/2013	
Planning Guide:	Safety-Construction	Close Case:	11/22/2013	
Related Activity:	Type	ID	Safety	Health
	Accident	102850997		

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 316213412 - All American Asphalt

Inspection Information - Office: Ca San Bernardino

Nr: 316213412	Report ID: 0950633	Open Date: 08/29/2013	

All American Asphalt
Nb 215 Fwy On Ramp & Van Buren Blvd
Riverside, CA 92518

Union Status: Union

SIC: 1611/Highway and Street Construction, Except Elevated Highways
NAICS: 237310/ Highway, Street, and Bridge Construction
Mailing: 400 E 6th St/Po Box 2229, Corona, CA 92879

Inspection Type:	Accident			
Scope:	Partial	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Health	Close Conference:	12/17/2013	
		Close Case:		
Related Activity:	Type	ID	Safety	Health
	Accident	102869013		

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	3					3
Current Violations	3					3
Initial Penalty	$54,000					$54,000
Current Penalty	$54,000					$54,000
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
1.	**01001**	Serious	3395 E	12/27/2013	01/22/2014	$18,000	$18,000	$0	01/02/2014	-

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2.	01002	Serious	3395 F01	12/27/2013	01/22/2014	$18,000	$18,000	$0		-
3.	02001	Serious	3395 F01	12/27/2013	01/22/2014	$18,000	$18,000	$0	01/02/2014	-

Accident Investigation Summary

Summary Nr: 202715835 | Event: 08/22/2013 | Worker Paving Highway Experiences Heat Related Illness

At approximately 12:00 p.m. on August 22, 2013, Employee #1, a heavy equipment operator employed by All American Asphalt, was operating an asphalt roller on hot road material as part of a freeway on-ramp paving project. He began to experience dizziness, nausea, and weakness. Employee #1, who had begun his shift at approximately 6:30 a.m., took his first break and drank about a cup (paper cone cup) of water. He then resumed operating the asphalt roller. At approximately 12:30 p.m., Employee #1's symptoms of dizziness, nausea, and weakness intensified, and he was unable to continue working. Employee #1 managed to walk to a pickup truck where Coworker #1, employed by a subcontractor, was sitting. Employee #1 asked for assistance. Coworker #1 called a manager, provided water to Employee #1, and allowed Employee #1 to cool down in the pickup truck with the air conditioner running. Emergency medical services were called. Upon arrival, they began treating Employee #1 by administering IV fluids. Employee #1 then was transported by ambulance to Riverside County Regional Medical Center, where he was admitted and treated for heat related illness. Employee #1 was discharged from the hospital the following afternoon, August 23, 2013. The employer reported this incident to Cal/OSHA at approximately 6:05 p.m. on August 22, 2013. Cal/OSHA's investigation determined that All American Asphalt was primarily engaged in the construction of roads, streets, freeways, alleys, public sidewalks, guardrails, parkways, and airports. Employee #1 had been employed by All American Asphalt for approximately six days. However, prior to the day of the incident, he had not been assigned to work a full shift out in the field. A high temperature of 99 degrees Fahrenheit was recorded on August 22, 2013.

Keywords: construction, road paving, roller--const equip, asphalt, heat, nausea, dizziness, heat exhaustion, heat stroke, equipment operator

	Inspection			Degree	Nature	Occupation
1	316213412			Hospitalized Injury	Heat Exhaustion	Paving, surfacing and tamping equipment operators

Inspection: 316888098 - American Asphalt Repair & Resurfacing Co., Inc.

Inspection Information - Office: Ca San Jose

Nr: 316888098 Report ID: 0950612 Open Date: 02/26/2013

American Asphalt Repair & Resurfacing Co., Inc.
196 N. 3rd St.
San Jose, CA 95112 Union Status: NonUnion
SIC: 1771/Concrete Work
NAICS: 238990/All Other Specialty Trade Contractors
Mailing: P.O. Box 3367, Hayward, CA 94540

Inspection Type:	Accident			
Scope:	Partial	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Safety	Close Conference:	04/12/2013	
Emphasis:	S:Construction (Cship)	Close Case:	04/16/2013	
Related Activity:	Type	ID	Safety	Health
	Accident	102845112		

Accident Investigation Summary

Summary Nr: 202654166 | Event: 02/21/2013 | Worker Killed In Fall Down Stairs At After Hours Party

At approximately 9:30 p.m. on February 21, 2013, Employee #1, 50-year-old male with the marketing development of American Asphalt Repair & Resurfacing Company Inc., attended an after working hours networking (Silicon Valley Wine & Spirits Mixer) event at the Corinthian Grand Ballroom. The event started at 4:30 p.m. and ended at 8:30 p.m. Employee #1 was last seen at the second floor landing, coming down the marble stairs, when Employee #1 tripped, slipped, or lost his balance and fell to bottom of the stairs. Employee #1 was killed form a head injury, which he sustained from the fall down the stairs. The building and stairs were built in the 1920's.

Keywords: fall, stair, tripped, alcohol

	Inspection	Degree	Nature	Occupation
1	316888098	Fatality	Other	Managers, marketing, advertising, & public rela.

Inspection: 313646010 - All American Asphalt

Inspection Information - Office: Ca Torrance

Nr: 313646010 Report ID: 0950635 Open Date: 07/23/2012

ATTACHMENT 4
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All American Asphalt
405 Fwy At Crenshaw Bl
Torrance, CA 90502

Union Status: NonUnion

SIC: 1611/Highway and Street Construction, Except Elevated Highways
NAICS: 237310/ Highway, Street, and Bridge Construction
Mailing: 400 E 6th St, Corona, CA 92882

Inspection Type:	Accident			
Scope:	Complete	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Safety	Close Conference:	11/06/2012	
Emphasis:	S:Construction (Cship)	Close Case:	11/16/2012	
Related Activity:	Type	ID	Safety	Health
	Accident	362460834		

Accident Investigation Summary

Summary Nr: 202531141	Event: 07/22/2012	Two Highway Workers Are Struck And Killed

At approximately 2:30 a.m. on July 22, 2012, two employees were working for All American Asphalt. They were resurfacing a section of the northbound lanes of the San Diego Freeway, between the off and on ramps, near Crenshaw Boulevard in Torrance, CA. Two privately owned vehicles breached the construction zone and struck the employees, killing them both. The construction work zone was delineated, and area lighting was in place.

Keywords: construction, highway, struck by, motor vehicle, traffic accident

	Inspection			Degree	Nature	Occupation
1	313646010			Fatality	Other	Occupation not reported
2	313646010			Fatality	Other	Occupation not reported

Inspection: 314995358 - American Engineering And Asphalt

Inspection Information - Office: Ca Modesto

Nr: 314995358 Report ID: 0950624 Open Date: 02/12/2012

American Engineering And Asphalt
3010 West Grantline Road
Tracy, CA 95304

Union Status: NonUnion

SIC: 1771/Concrete Work
NAICS: 238110/Poured Concrete Foundation and Structure Contractors

Inspection Type:	Unprog Rel		
Scope:	Partial	Advanced Notice:	N
Ownership:	Private		
Safety/Health:	Health	Close Conference:	02/23/2012
		Close Case:	02/23/2012

Inspection: 315525477 - All American Asphalt

Inspection Information - Office: Ca Anaheim

Nr: 315525477 Report ID: 0950631 Open Date: 08/04/2011

All American Asphalt
Santiago Canyon Rd/Nb 241 Rd
Irvine, CA 92614

Union Status: Union

SIC: 1611/Highway and Street Construction, Except Elevated Highways
NAICS: 237310/ Highway, Street, and Bridge Construction
Mailing: 400 E Sixth St, Corona, CA 92878

Inspection Type:	Accident		
Scope:	Partial	Advanced Notice:	N
Ownership:	Private		
Safety/Health:	Safety	Close Conference:	12/12/2011
Planning Guide:	Safety-Construction	Close Case:	12/12/2011

ATTACHMENT 4
PAGE 9 OF 19

Related Activity:	Type	ID	Safety	Health
	Accident	102768728		

Inspection: 310100086 - American Asphalt Repair & Resurfacing Co.,Inc.

Inspection Information - Office: Ca San Mateo

Nr: 310100086 Report ID: 0950613 Open Date: 06/14/2011

American Asphalt Repair & Resurfacing Co.,Inc.
299 Lawrence Ave.
South San Francisco, CA 94080
Union Status: NonUnion
SIC: 1771/Concrete Work
NAICS: 238110/Poured Concrete Foundation and Structure Contractors
Mailing: 24200 Clawiter Rd., Hayward, CA 94545

Inspection Type:	Accident			
Scope:	Partial	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Safety	Close Conference:	08/08/2011	
		Close Case:	09/03/2011	
Related Activity:	Type	ID	Safety	Health
	Accident	101137669		

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	2			3		5
Current Violations	1			4		5
Initial Penalty	$16,200			$600		$16,800
Current Penalty	$14,400			$600		$15,000
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
1.	**01001**	Other	1590 A	08/09/2011	08/26/2011	$200	$200	$0		-
2.	**01002**	Other	3395 F03	08/09/2011	08/26/2011	$200	$200	$0		-
3.	**01003**	Other	1712 C01	08/09/2011	08/26/2011	$200	$200	$0		-
4.	**02001**	Other	1592 D	08/09/2011	08/26/2011	$0	$1,800	$0		I - Informal Settlement
5.	**03001**	Serious	1592 E	08/09/2011	08/26/2011	$14,400	$14,400	$0		-

Accident Investigation Summary

Summary Nr: 310100086 Event: 06/09/2011 Employee Is Injured When Pinned Between Paver And Wall

On Jun 9, 2011, three employees, of American Asphalt Repair and Resurfacing Company Inc., were paving the parking lot and the loading docks in South San Francisco, CA. Employee #1 and Employee #2 were operating as crews on a Gilchrest proparc Model Number 813 Serial Number 2-3251 from the operator's station paving the asphalt. At approximately 2:30 to 3:00 p.m. Employee # 1 observed a hydraulic fluid leak beneath the Gilchrest Proparc he was operating. All of a sudden, there was a loud explosion followed by a fireball four feet high coming from the source of the hydraulic fluid leak. Employee #1, the operator in control at the time of the explosion, engaged the forward control lever and jump out of the machine he was operating. The Gilchrest proparc was not turned off and it ran on its own without an operator for approximately six feet. Employee # 3 was pinned between the vehicle and the wall of a loading dock near a protruding uncaps rebar five inches long on the side of the loading dock. Employee #1 did not realize that Employee #3 was pinned by the Gilchrest proparc to the loading dock until he heard him screamed with pain. Employee #1 backed up the Gilchrest proparc in order to release the pinned employee from the situation. Employee #1 and Employee # 2 state that they did not know that Employee #3 was positioned at the right front of the operating Gilchrest prop aver. Employee# 3 was shoveling asphalt from a drain and stated that was typically his duties. Employee #1 and Employee #2 did not observed Employee#3 working in front of the vehicle before the explosion and fireball. The employer failed ensure that the vehicle operators knew of the presence of other workers on foot in the areas of their operations.

Keywords: explosion, fire, hydraulic fluid, loading dock, inadequate maint, road paving, inexperience, untrained,

ATTACHMENT 4
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	Inspection			Degree	Nature	Occupation
1	310100086			Hospitalized injury	Fracture	Occupation not reported

Inspection: 313642464 - All American Asphalt (267073-A)

Inspection Information - Office: Ca Torrance

Nr: 313642464 Report ID: 0950635 Open Date: 03/22/2011

All American Asphalt (267073-A)
Intersection Of Skyline/Ocean View
Signal Hill, CA 90755 Union Status: Union
SIC: 1611/Highway and Street Construction, Except Elevated Highways
NAICS: 237310/ Highway, Street, and Bridge Construction
Mailing: 400 E 6th Street, Corona, CA 92878

Inspection Type:	Accident		
Scope:	Partial	Advanced Notice:	N
Ownership:	Private		
Safety/Health:	Safety	Close Conference:	03/25/2011
Planning Guide:	Safety-Construction	Close Case:	05/11/2011
Emphasis:	S:Construction (Cship)		
Related Activity:	Type	ID	Safety Health
	Accident	101032555	

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				1		1
Current Violations				1		1
Initial Penalty				$935		$935
Current Penalty				$935		$935
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
1.	**01001**	Other	3999 A	03/25/2011	04/08/2011	$935	$935	$0		-

Accident Investigation Summary

Summary Nr: 202530507 Event: 09/29/2010 Employee Slips & Leg Gets Caught In Auger

On September 29, 2010 Employee #1 was working with a crew applying slurry seal on asphalt, a process designed to lengthen the life of the material. Applying sealant on the road involves a truck driver of a slurry truck, a slurry operator who stands at the rear of the truck, driver side and one or two personnel on the ground, using a squeegee to spread the slurry evenly on the road, making sure that the slurry covers every inch of the road. On the day of the accident, there were two personnel conducting squeegee operations. The work on that day was on a curved, uphill road. While conducting squeegee operations, Employee #1 noticed that they were so far behind the truck. So he ran towards the truck, and started squeegee operations directly behind it while walking backwards. As he walked backwards, his left foot stepped back into spreader box where it was caught in the auger, causing it to fracture. Employee #1 was hospitalized for several days where he had to undergo surgery.

Keywords: leg, auger, slip, fracture

	Inspection	Degree	Nature	Occupation
1	313642464	Hospitalized injury	Fracture	Occupation not reported

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Establishment Search

Reflects inspection data through 10/06/2015

This page enables the user to search for OSHA enforcement inspections by the name of the establishment. Information may also be obtained for a specified inspection or inspections within a specified SIC.

⚠ **Note**: Please read important information below regarding interpreting search results before using. Sub

Search By:

Your Establishment search returned 0 results.

Establishment: American Pavement Systems

State: California | Fed & State

OSHA Office: All Offices

Case Status: ◉ All ○ Closed ○ Open

Violation Status: ◉ All ○ With Violations ○ Without Violations

Inspection Date

Start Date: October | 8 | 2010

End Date: October | 8 | 2015

Submit Reset

Can't find it?
Wildcard use %
Basic Establishment Search Instructions
Advanced Search Syntax

NOTE TO USERS

The Integrated Management Information System (IMIS) was designed as an information resource for in-house use by OSHA staff and management, and by state agencies which carry out federally-approved OSHA programs. Access to this OSHA work product is being afforded via the Internet for the use of members of the public who wish to track OSHA interventions at particular work sites or to perform statistical analyses of OSHA enforcement activity. It is critical that users of the data understand several aspects of the system in order to accurately use the information.

The source of the information in the IMIS is the local federal or state office in the geographical area where the activity occurred. Information is entered as events occur in the course of agency activities. Until cases are closed, IMIS entries concerning specific OSHA inspections are subject to continuing correction and updating, particularly with regard to citation items, which are subject to modification by amended citations, settlement agreements, or as

ATTACHMENT 1
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Establishment Search Results

Establishment	Date Range	Office	State
Chrisp Company	10/08/2010 to 10/08/2015 Sub	all	CA

Please note that inspections which are known to be incomplete will have the identifying Activity Nr shown in italic. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

Sort By: Date | Name | Office | State

Return to Search

Results 1 - 3 of 3

By Date

Get Detail Select All Reset

	#	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
☐	1	315831941	07/08/2014	0950615	CA	Referral	Partial	1799	238990	1	Chrisp Company
☐	2	314572629	08/26/2011	0950621	CA	Accident	Partial	1721	237310		Chrisp Company
☐	3	313512386	04/22/2011	0950633	CA	Accident	Partial	1721	237310		Chrisp Company

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Inspection Detail

Quick Link Reference

315831941 | 314572629 | 313512386

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 315831941 - Chrisp Company

Inspection Information - Office: Ca Santa Rosa

Nr: 315831941 Report ID: 0950615 Open Date: 07/08/2014

Chrisp Company
3573 Chanate Rd
Santa Rosa, CA 95404 Union Status: NonUnion

SIC: 1799/Special Trade Contractors, Not Elsewhere Classified
NAICS: 238990/All Other Specialty Trade Contractors
Mailing: 1805 E. Beamer St., Woodland, CA 95776

Inspection Type:	Referral			
Scope:	Partial	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Safety	Close Conference:	10/29/2014	
		Close Case:		
Related Activity:	Type	ID	Safety	Health
	Referral	201022175	Yes	

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1			1		2
Current Violations	1					1
Initial Penalty	$2,025			$115		$2,140
Current Penalty	$2,025					$2,025
FTA Amount						

Violation Items

	#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
Deleted	1.	**01001**	Other	1509 C	10/30/2014	11/04/2014	$0	$115	$0		I - Informal Settlement
	2.	**02001**	Serious	3702 R	10/30/2014	11/04/2014	$2,025	$2,025	$0		

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Inspection Information - Office: Ca Sacramento

Nr: 314572629 Report ID: 0950621 Open Date: 08/26/2011

Chrisp Company
Hwy 50 & Hazel Ave
Gold River, CA 95670

Union Status: NonUnion

SIC: 1721/Painting and Paper Hanging
NAICS: 237310/ Highway, Street, and Bridge Construction
Mailing: 1805 E. Beamer St, Woodland, CA 95776

Inspection Type:	Accident			
Scope:	Partial	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Health	Close Conference:	12/20/2011	
		Close Case:	12/20/2011	
Related Activity:	Type	ID	Safety	Health
	Accident	361685837		

Accident Investigation Summary

Summary Nr: 202492286	Event: 08/11/2011	Employee Is Burned When Paint Can Explodes

On August 11, 2011, Employee #1, a spray paint helper, was working on an Apollo Thermo Handliner machine used to mark roadways at a road construction project at the intersection of US 50 and Hazel Avenue. A can of aerosol paint fell off of the body of the machine and rolled under the propane heater that melts the striping material. Employee #1 reached for the can when it exploded, causing face and arm burns. A coworker helped wash Employee #1 in cold water and call 911. Employee #1 went to UC Davis Burn Unit, where he was treated and released the same day.

Keywords: spray painting, paint, heater, highway, explosion, burn, arm, face, machine operator

	Inspection			Degree	Nature	Occupation
1	314572629			Hospitalized injury	Burn/Scald(Heat)	Painting and paint spraying machine operators

Inspection: 313512386 - Chrisp Company

Inspection Information - Office: Ca San Bernardino

Nr: 313512386 Report ID: 0950633 Open Date: 04/22/2011

Chrisp Company
Big Bear Dam
Big Bear Lake, CA 92315

Union Status: Union

SIC: 1721/Painting and Paper Hanging
NAICS: 237310/ Highway, Street, and Bridge Construction
Mailing: 43650 Osgood Rd, Fremont, CA 94539

Inspection Type:	Accident			
Scope:	Partial	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Safety	Close Conference:	06/23/2011	
		Close Case:	06/23/2011	
Related Activity:	Type	ID	Safety	Health
	Accident	102746922		

Establishment Search

Reflects inspection data through 10/06/2015

This page enables the user to search for OSHA enforcement inspections by the name of the establishment. Information may also be obtained for a specified inspection or inspections within a specified SIC.

⚠ **Note:** Please read important information below regarding interpreting search results before using. Sub

Search By:

Your Establishment search returned 0 results.

Establishment: Rubberized Crackfiller Sealant

State: California | Fed & State

OSHA Office: All Offices

Case Status: ◉ All ○ Closed ○ Open

Violation Status: ◉ All ○ With Violations ○ Without Violations

Inspection Date

Start Date: October | 8 | 2010

End Date: October | 8 | 2015

Submit Reset

Can't find it?
Wildcard use %
Basic Establishment Search Instructions
Advanced Search Syntax

NOTE TO USERS

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Establishment Search Results

Establishment	Date Range	Office	State
Traffic Loops	10/08/2010 to 10/08/2015 Sub	all	CA

Please note that inspections which are known to be incomplete will have the identifying Activity Nr shown in italic. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

Sort By: Date | Name | Office | State

Return to Search

Results 1 - 1 of 1

By Date

Get Detail Select All Reset

	#	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
✔	1	316725423	10/02/2013	0950625	CA	Accident	Partial	1611	237310	3	Traffic Loops Crackfilling, Inc

Inspection Detail

Inspection: 316725423 - Traffic Loops Crackfilling, Inc

Inspection Information - Office: Ca Fresno

Nr: 316725423 Report ID: 0950625 Open Date: 10/02/2013

Traffic Loops Crackfilling, Inc
Clovis Ave & 5th Str
Clovis, CA 93612
Union Status: NonUnion

SIC: 1611/Highway and Street Construction, Except Elevated Highways
NAICS: 237310/ Highway, Street, and Bridge Construction
Mailing: 946 S. Emerald St, Anaheim, CA 92804

Inspection Type:	Accident			
Scope:	Partial	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Safety	Close Conference:	03/17/2014	
Emphasis:	L:Fieldsan, S:Construction (Cship)	Close Case:	02/06/2015	
Related Activity:	Type	ID	Safety	Health
	Accident	101490639		

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1			3		4
Current Violations	1			2		3
Initial Penalty	$18,000			$5,785		$23,785
Current Penalty	$10,800			$785		$11,585
FTA Amount						

Violation Items

	#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
Deleted	1.	**01001**	Other	342 A	03/20/2014	03/25/2014	$0	$5,000	$0	04/21/2014	F - Formal Settlement
	2.	**01002**	Other	1509 A	03/20/2014	04/15/2014	$350	$350	$0		-
	3.	**01003**	Other	1599 G	03/20/2014	03/25/2014	$435	$435	$0		-
	4.	**02001**	Serious	1598 A	03/20/2014	03/25/2014	$10,800	$18,000	$0	04/21/2014	F - Formal Settlement

Establishment Search

Reflects inspection data through 10/06/2015

This page enables the user to search for OSHA enforcement inspections by the name of the establishment. Information may also be obtained for a specified inspection or inspections within a specified SIC.

Note: Please read important information below regarding interpreting search results before using.

Search By:

Your Establishment search returned 0 results.

Establishment: Lindys Cold Planing

State: California | Fed & State

OSHA Office: All Offices

Case Status: (•) All ( ) Closed ( ) Open

Violation Status: (•) All ( ) With Violations ( ) Without Violations

Inspection Date

Start Date: October | 8 | 2010

End Date: October | 8 | 2015

Submit Reset

Can't find it?

Wildcard use %

Basic Establishment Search Instructions

Advanced Search Syntax

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The source of the information in the IMIS is the local federal or state office in the geographical area where the activity occurred. Information is entered as events occur in the course of agency activities. Until cases are closed, IMIS entries concerning specific OSHA inspections are subject to continuing correction and updating, particularly with regard to citation items, which are subject to modification by amended citations, settlement agreements, or as

ATTACHMENT
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CITY OF OXNARD
SPECIFICATION NUMBER UD15-38

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Granite Construction Company

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

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

B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must *be provided* now or via *fax (805 385-8360)* within 24 hours *of bid opening-*	
			STATE LICENSE & CA DIR Registration Number	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OFWORK	NUMBERS	CLASS
1. CINDY TRUMP, INC.	PO Box 385 LA HABRA, CA 90631	COLD PLANE	754500 / 1000008423	A
2. RUBBERIZED CRACKFILLER SEALANT, INC.	800 E. WALNUT AVE. FULLERTON, CA 92831	CRACK SEAL	998877 / 1000010726	C-32
3. ALL AMERICAN ASPHALT	400 E. SIXTH ST. CORONA, CA 92818	SLURRY SEAL	267073 / 1000001051	A
4. AMERICAN PAVEMENT SYSTEMS	1012 11TH ST., STE. 1000 MODESTO, CA 95354	ARAM	943792 / 1000000207	A

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

ATTACHMENT 5
PAGE 2 OF 2

CITY OF OXNARD
SPECIFICATION NUMBER UD15-38

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Granite Construction Company

The information requested below must be filled out completely.			This information must *be provided* now or via *fax (805 385-8360)* within 24 hours *of bid opening-*	
			STATE LICENSE & CA DIR Registration Number	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OFWORK	NUMBERS	CLASS
5. CHRISP COMPANY	2280 S. LILAC AVE. BLOOMINGTON, CA 92316	STRIPING & SIGNS	374600 1000000306	A C-13 C-32
6. TRAFFIC LOOPS CRACKFILLING, INC.	946 S. EMERALD ST. ANAHEIM, CA 92804	TRAFFIC LOOPS	652456 1000003794	C-10 C-32
7.				
8.				
9.				
10.				

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

ATTACHMENT 5
PAGE 2 OF 2

CITY OF OXNARD
SPECIFICATION NUMBER UD15-38

REFERENCES - SEE APPENDIX A

BIDDER'S NAME Granite Construction Company

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

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone

SIGNATURE OF BIDDER
Jigisha Desai, Vice President

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL Jan. 4, 1922 CALIFORNIA

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

ATTACHMENT 6
PAGE 1 OF 3

APPENDIX A

207148
CITY OF CAMARILLO
601 CARMEN DRIVE CAMARILLO CA 931010
ADOLFO ROAD IMPROVEMENTS
GRADING FOR ROADWAY WIDENING, CURB & GUTTER, MEDIAN,CONCRETE SIDEWALK
CONCRETE DRIVEWAYS, MISC BASE, ASPHALT CONCRETE PAVEMENT, RCP,LIGHTING, STRIPING
Dec-12
$577,167
TOM FOX, DIRECTOR OF PUBLIC WORKS
601 CARMEN DRIVE CAMARILLO CA 931010
(805) 388-5313

493158
CITY OF MALIBU
2014/15 STREET MAINTENANCE NO 2053
T/C, PAVEMENT R/R, ARHM, SPEED HUMPS
Mar-15
$714,529
ROBERT BRAGER
310 456-2489

398829
CITY OF OXNARD
OXNARD SCHOOL-SAFE ROUTES TO SCHOOL
INSTALL SIDEWALK, BULB OUTS, BIKE LANES
Jan-14
$550,826
PARTICIA FRIEND
1060 PACIFIC AVE BLDG 2 OXNARD CA 93030
385-7821

399557
COUNTY OF LOS ANGELES
171ST ST EAST, ET AL
CLEAR & GRUB,EARTHWORK, AC PAVING
Mar-14
$1,591,569
JIN KANG TAN
DEPT OF PW CONSTRUCTION DIVISION 900 S FREEMONT AVE 8TH FL ALHAMRA CA 91803
626-458-4975

403012
CITY OF VENTURA
VICTORIA AVE RESURFACING
Asphalt overlay, Concrete sidewalks , HCR, Curb and guttter,
Jan-14
$559,061
ERNIE FERRER

ATTACHMENT 6
PAGE 2 OF 3

501 POLI STREET ROOM 120 VENTURA CA 93001
805 677-3905

406655
COUNTY OF VENTURA
PAVEMENT REHABILITATION MID COUNTIES
PAVEMENT RESURFACE W/ARHM &HOT MIX ASPHALT, CONCRETE SIDEWALK
C&G, SPRANDREL & CROSS GUTTER, AC GRINDING, AC CURB
Nov. 2013
Jan-14
$1,331,239
RAY CHIKKIAH
800 SOUTH VICTORIA AVE VENTURA CA 93009
805-654-3987

406462
CALTRANS
VENTURA COUNTY AREA FILLMORE
COLD IN PLACE RECYCLE, AC PAVEMENT
COLD PLANE, CL 2 AGG BASE, REPLACE AC SURFACING,HMA, STRIPING
Jun-14
$1,356,641
ALAN DAVIS
1525 RANCHO CONEJO BLVD SUITE 102 THOUSAND OAKS CA 91320
805 480-4928

407637
CITY OF VENTURA
TELEPHONE ROAD RESURFACE 2013-006
ADJUST MAHNHOLE, WATER VALVES, STORM DRAIN, UTILITIES
FULL DEPTH AC BASE REPAIR, COLD MILL, ARHM, CONCRETE C&G, RAMP
AND SIDEWALKS, LOOP DETECTORS, STRIPING
Mar-14
$821,795
MARK GARCIA
501 POLI STREET ROOM 120 VENTURA CA 93001
805 658-4789

421661
CITY OF OXNARD
VICTORIA AVE IMPROVEMENT PLAN-GONZALES RD
ASPHALT CONCRETE TYPE III, UNCLASSFIED EXCAVATION, AGG BASE CL2
CONSTRUCT 6 & 8" PCC PAVEMENT WITH REBAR, PCC CURB, STAMPED
CONCRETE MEDIAN, R/R PCC CROSS GUTTER/SPANDREL, INSTALL CMP,STRIPING
Jul-14
$867,399
PARTICIA FRIEND
1060 PACIFIC AVE BLDG 2 OXNARD CA 93030
385-7821

ATTACHMENT 6
PAGE 3 OF 3

Certificate of Publication

Ad #646319

In Matter of Publication of:

Public Notice

State of California)
))§
County of Ventura)

I, **Maria Rodriguez**, hereby certify that the **Ventura County Star Newspaper** has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Camarillo, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

Aug. 21, 28, 2015

I, Maria Rodriguez certify under penalty of perjury, that the foregoing is true and correct.

Dated this Aug. 28, 2015; in Camarillo, California, County of Ventura.

Maria Rodriguez
(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the Invitation to bid on Project Specification Number UP15-38 for Orchard Park Neighborhood Street Resurfacing Project. The work will consist of resurfacing of existing asphalt concrete pavement, milling, placement and compaction of asphalt concrete, ARAM cape seal, and all related work per plans and specifications. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, class A to be considered as a prime contractor qualified for award of this project. Public Works Contractor Registration Law (SB854) requires that all Contractors and Subcontractors be registered with the DIR. Per City policy no engineer's construction estimate is provided for public bid projects.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room: CyberCopyUSA - www.cybercopyreprographics.com, or phone (805) 432-6738, fax (805) 715-1535 for a non-refundable fee of $75.00 plus $25.00 handling starting on MONDAY, AUGUST 24, 2015. The Plans and Specifications may be obtained in electronic medium format-CD's for a non-refundable fee of $35.00 including shipping and handling. For further bid information you may contact General Services Contract Procurement Office. Phone (805) 385-7821.

A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, SEPTEMBER 2, 2015. All prospective bidders are urged to attend.

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

Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided by the City's on-line Plan Room - CyberCopy and the bidder MUST be a PLAN HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 305 West Third Street (East Wing), Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, SEPTEMBER 23, 2015. All bids shall be publicly opened immediately thereafter by the City Clerk and Purchasing Agent in the Council Chambers, 305 West Third Street, Oxnard, CA 93030.

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

Ad Dates: 08/21/15, 08/28/15 Ad No 646319

ATTACHMENT 7
PAGE 1 OF 2

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATIO

TYPE OF NOTICE

NOTICE TO BIDDERS

PROJECT SPECIFICATION NUMBER UD15-38

STATE OF CALIFORNIA
COUNTY OF VENTURA

I Luis Ayala

hereby certify that Ventura County VIDA Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Principal Clerk of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit.

Aug 20, 27, 2015

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California , on the

27th day of August 2015

(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the
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UD15-38 for the Orchard Park Neighborhc
Street Resurfacing Project. The work will c
sist of resurfacing existing asphalt concrete pa
ment, milling, placement of concrete paveme
ARAM cape seal; and all related work per pla
and specifications. The work designated in t
specification will require the Contractor to p
sess a State of California General Engineeri
Contractor's License, Class A to be consider
as a prime contractor qualified for award of t
project. Public Works Contractor Registrati
Law (SB 854) requires that all Contractors a
Subcontractors be registered with the DIR. P
City policy no engineer's construction estimat
are provided on public bid projects.

Plans and Specifications will ONLY be availab
to review or for purchase directly from the City
online Plan Room, CyberCopyUSA - www.c
bercopyreprographics.com, or phone (805) 43
6738; fax (805) 715-1535 for a non-refundab
fee of $75.00 plus $25.00 handling starting c
MONDAY, AUGUST 24, 2015. The Plans an
Specifications may also be obtained in CD fo
mat for $35.00 including shipping & handlin
For information you may contact General Se
vices Contract Procurement Office, Phone (80
385-7821.

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held in the City Council Chambers, Civic Cen
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WEDNESDAY, SEPTEMBER 2, 2015. All pro
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All contractors will pay prevailing wages fo
each classification and type of worker under th
California State Department of Industrial Wag
Determinations. The HIGHER of the State o
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Street, Oxnard, CA 93030.

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

ATTACHMENT 7
PAGE 2 OF 2

CITY OF OXNARD CALIFORNIA

Meeting Date: 06/16/15

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

Prepared By: Lou Balderrama, City Engineer LB Agenda Item No. I-10

Reviewed By: City Manager City Attorney SMF Finance Utilities DM

DATE: June 3, 2015

TO: City Council

FROM: Daniel Rydberg, P.E., Interim Utilities Director DM
Utilities Department

SUBJECT: **Neighborhood Street Resurfacing Projects for UD15-07 Pleasant Valley Estates, UD15-32 Sierra Linda and UD15-38 Orchard Park**

RECOMMENDATION

That City Council approve Project Specifications and authorize staff to solicit bids for the following Neighborhood Street Resurfacing Projects:

1. UD15-07 Pleasant Valley Estates Neighborhood Street Resurfacing Project
2. UD15-32 Sierra Linda Neighborhood Street Resurfacing Project
3. UD15-38 Orchard Park Neighborhood Street Resurfacing Project

DISCUSSION

These three Neighborhood Street Resurfacing Projects consist of resurfacing of existing asphalt concrete pavement. The specific work includes the furnishing of all materials, tools, equipment, and labor required to improve the streets from curb to curb, milling of existing pavement, placement and compaction of asphalt concrete, slurry seal and crackfill. Other components include an Asphalt Rubber Aggregate Membrane (ARAM) cape seal, excavation and reconstruction of failed areas, concrete repairs, adjusting utility covers to finished grade, removal and replacement of street name signs and traffic striping. The project specifications are in compliance with the Americans with Disabilities Act.

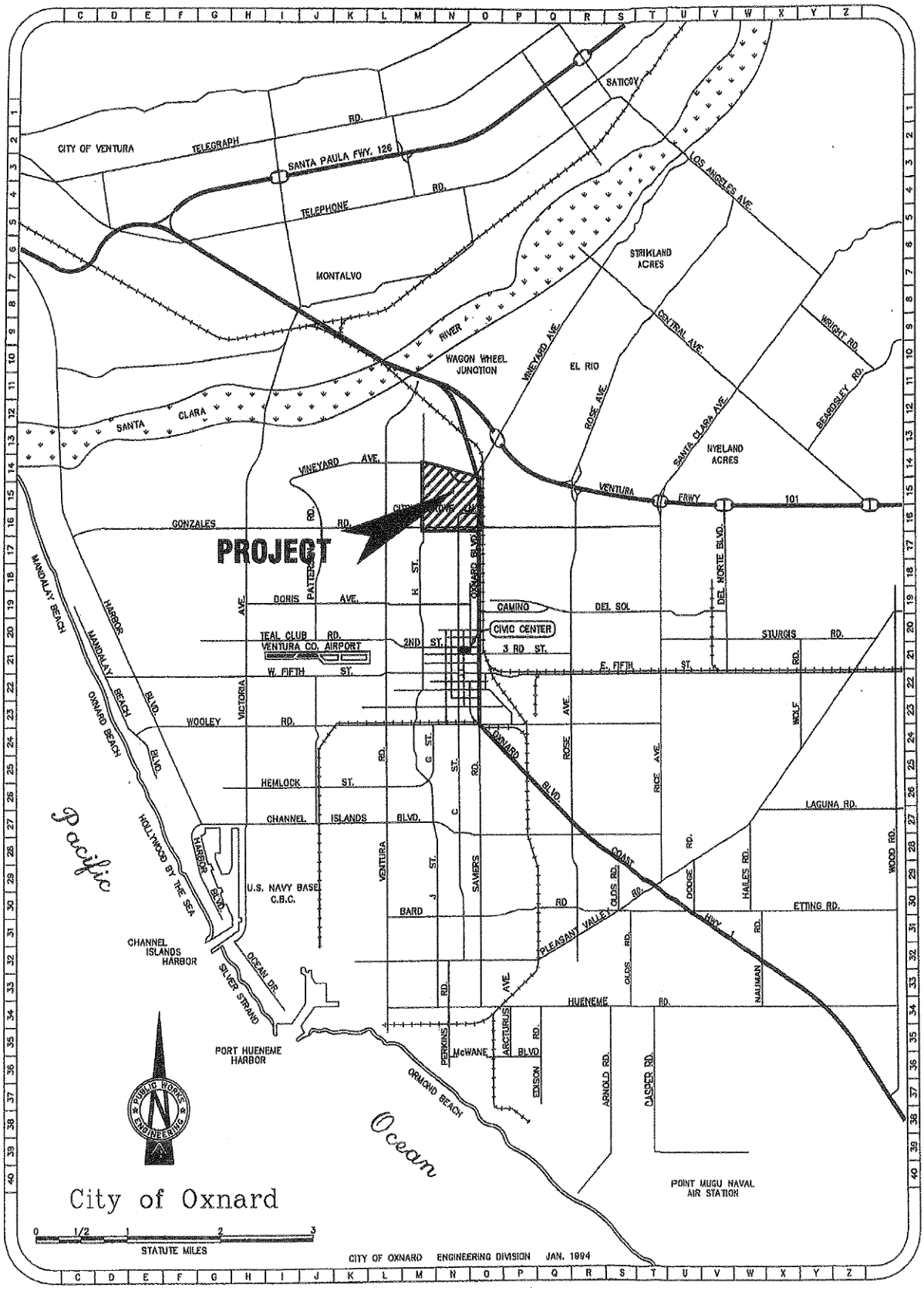
FINANCIAL IMPACT

Funding for these projects has been appropriated from the Lease Revenue Project and Refunding Bonds, Series 2014 to the Pleasant Valley Estates Resurfacing Project No. 153116, Sierra Linda Resurfacing Project Number 153115 and Orchard Park Resurfacing Project No. 153114. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder for each project.

Attachment #1 - Project Site Map – Pleasant Valley Estates Neighborhood
#2 – Project Site Map – Sierra Linda Neighborhood
#3 – Project Site Map – Orchard Park Neighborhood

Note: Plans and specifications for the UD15-07, UD15-32 and UD15-38 Neighborhood Resurfacing Projects will be available for review at the City of Oxnard Corporate Yard, General Services Department, Building No. 2, 1600 Pacific Avenue, after 8:00 a.m. on Thursday prior to the City Council Meeting.

ATTACHMENT 8
PAGE 1 OF 2



ORCHARD PARK NEIGHBORHOOD STREET RESURFACING PROJECT LOCATION MAP

Attachment No. 3
Page 1 of 1

ATTACHMENT 8
PAGE 2 OF 2

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: L-5

DATE: November 10, 2015

TO: City Council

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

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

SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract (A-7843) for PW13-15R2 (Rebid) Localized Pavement Maintenance Project

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

RECOMMENDATION

That City Council:

1. Award contract A-7843 to the lowest responsible and responsive bidder, Berry General Engineering Contractors, Inc. in the amount of $1,281,840 for PW13-15R2 (Rebid) Localized Pavement Maintenance Project, and authorize the purchasing agent to issue and execute the contract upon receipt of final documents.

2. Approve a budget appropriation in the amount of $1,600,025 to new Localized Pavement Maintenance Project 163101.

BACKGROUND

On July 30, 2013, City Council approved project plans and specifications and authorized staff to conduct a public bid for localized pavement maintenance in 22 neighborhoods. This project has been out for public bid on two prior occasions but it was felt to be in the best interest of the City to reject all bids on both of those occasions. This round of public bid was first advertised on August 27, 2015. The public bid process started August 31, 2015 and closed with a public bid opening on September 30, 2015. City General Services received three bids as follows:

Berry General Engineering	$1,281,840.00
Toro Enterprises	$1,349,838.75
All American Asphalt	$1,851,123.00

The department staff and Contract Compliance Review Committee has agreed with the award of this contract following receipt and review by staff of all documentation received, including checks of required license and registration with State DIR per SB854; Occupational Safety & Health Administration (OSHA) web site; and records for debarment; and any labor compliance issues. The bid received from Berry General Engineering Contractors, Inc. has been found to be a responsible and responsive bid.

Engineer's Estimate of Total Project Cost:

Contract	$1,281,840
Contingencies	128,185
Services from other programs	100,000
Outside construction services	90,000
	$1,600,025

Costs other than the contract price include contingencies, services from other programs (city staff time for contract administration, construction management, survey needs, and inspection) and outside construction services (soils testing, materials testing and permits). Staff recommends the Localized Pavement Maintenance Project be funded from Street Maintenance Improvement Fund 105. This project consists of crack filling/sealing the pavement in 22 neighborhoods which is the most cost effective means to extend the life of City streets. This project is a high priority to complete before the projected heavy rains in the new year. The project will provide a seal on the surface of the streets and prevent accelerated damage from water seeping into the substructure of the pavement.

Estimated Cost by Neighborhood

Diamond Bar	$38,422.19
Terrace Estates	57,471.64
Cypress	21,016.69
Southwinds	49,259.72
Ormond Beach	23,807.88
Blackstock North	51,036.29
Pleasant Valley Village	38,423.98
Hollywood by the Sea	63,251.13
Oxnard Shores	28,570.24
Sea Air	97,861.06
Hobson Park East	80,459.51
Hill Street	25,358.08
Kamala Durley Park	107,385.79
Five Points North East	64,859.61

Commercial Central	105,078.22
Lemonwood Eastmont	133,984.86
Golf Course	25,515.71
Fremont South	54,514.88
Wilson	106,072.99
East Village	13,385.01
Rose Park	70,607.57
Redwood	25,500.01
	$1,281,843.05

FINANCIAL IMPACT

Staff recommends funding in the amount of $1,600,025 for work under this contract be appropriated from Street Improvement Fund 105 which is collected from Enterprise Fund Infrastructure Use Fees.

ATTACHMENTS

#1 - Tabulation of Bids
#2 - Registration No. CA DIR
#3 - Bid Package – Berry General Engineering
#4 - OSHA Report
#5 – Subcontractors
#6 - References
#7 – Certificate of Publication-Public Notice
#8 - Staff Report –Council Approval to Bid
#9 - Budget Appropriation Request

PW13-15-R2 (Rebid)-Localized Pavement Maintenance

Owner: City of Oxnard

Bid Opening: 09/30/15	* marks an allowance	**Berry General Engineering Contractors, Inc.**	**Toro Enterprises, Inc.**	**All American Asphalt**
		350 W Lewis St Ventura, CA 93001 US **Bidder Status:** Valid	2101 E Ventura Blvd Oxnard, CA 93036 US **Bidder Status:** Valid	400 E 6th St Corona, CA 92878 US **Bidder Status:** Valid

PW13-15-R2 (Rebid) -Localized Pavement Maintenance					**#1**		**#2**		**#3**	
Item #	*Item Code*	*Item Description*	*Quantity*	*Unit of Measure*	*Unit Price*	*Item Total*	*Unit Price*	*Item Total*	*Unit Price*	*Item Total*
1	1001-3	MOBILIZATION AND DEMOBILIZATION	1	LS	$99,719.95	$99,719.95	$41,000.00	$41,000.00	$360,907.30	$360,907.30
2	1505-3	TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY	1	LS	$69,965.00	$69,965.00	$89,000.00	$89,000.00	$300,000.00	$300,000.00
3	1800-3	STORM WATER POLLUTION PREVENTION PLAN	1	LS	$54,475.00	$54,475.00	$22,000.00	$22,000.00	$51,123.00	$51,123.00
4	1110-3	**PAVEMENT MAINTENANCE** - COLD MILL AC PAVEMENT -2-IN. MAX	1500	SY	$14.70	$22,050.00	$8.00	$12,000.00	$25.00	$37,500.00
5	1120-4	UNCLASSIFIED EXCAVATION	200	CY	$137.65	$27,530.00	$95.00	$19,000.00	$125.00	$25,000.00
6	1130-4	CLASS 2 AGGREGATE BASE	190	TONS	$65.00	$12,350.00	$65.00	$12,350.00	$100.00	$19,000.00
7	1150-10	ASPHALT CONCRETE, TYPE III - DGAC B2 PG 64-10	95	TONS	$217.00	$20,615.00	$168.00	$15,960.00	$250.00	$23,750.00
8	1150-10	ASPHALT CONCRETE TYPE III - DGAC -C2 PG 64-10	260	TONS	$270.00	$70,200.00	$119.00	$30,940.00	$200.00	$52,000.00
9	1155-5	**NEIGHBORHOODS** - FURNISH AND INSTALL CRACK SEAL - DIAMOND BAR	9746	LB	$2.75	$26,801.50	$2.85	$27,776.10	$3.10	$30,212.60
10	1155-5	FURNISH AND INSTALL CRACK SEAL - TERRACE ESTATES	14578	LB	$2.75	$40,089.50	$3.15	$45,920.70	$3.10	$45,191.80
11	1155-5	FURNISH AND INSTALL CRACK SEAL - CYPRESS	5331	LB	$2.75	$14,660.25	$3.58	$19,084.98	$3.10	$16,526.10
12	1155-5	FURNISH AND INSTALL CRACK SEAL - SOUTHWINDS	12495	LB	$2.75	$34,361.25	$3.45	$43,107.75	$3.10	$38,734.50
13	1155-5	FURNISH AND INSTALL CRACK SEAL - ORMOND BEACH	6039	LB	$2.75	$16,607.25	$3.66	$22,102.74	$3.10	$18,720.90
14	1155-5	FURNISH AND INSTALL CRACK SEAL - BLACKSTOCK NORTH	10954	LB	$3.25	$35,600.50	$3.88	$42,501.52	$3.10	$33,957.40
15	1155-5	FURNISH AND INSTALL CRACK SEAL - PLEASANT VALLEY VILLAGE	8247	LB	$3.25	$26,802.75	$4.10	$33,812.70	$3.10	$25,565.70
16	1155-5	FURNISH AND INSTALL CRACK SEAL - HOLLYWOOD BY THE SEA	13370	LB	$3.30	$44,121.00	$3.85	$51,474.50	$3.10	$41,447.00

ATTACHMENT 1
PAGE 1 OF 3

					Berry General Engineering Contractors, Inc.		Toro Enterprises, Inc.		All American Asphalt	
17	1155-5	FURNISH AND INSTALL CRACK SEAL - OXNARD SHORES	7247	LB	$2.75	$19,929.25	$3.35	$24,277.45	$3.10	$22,465.70
18	1155-5	FURNISH AND INSTALL CRACK SEAL - SEA AIR	24823	LB	$2.75	$68,263.25	$3.15	$78,192.45	$3.10	$76,951.30
19	1155-5	FURNISH AND INSTALL CRACK SEAL - HOBSON PARK EAST	20409	LB	$2.75	$56,124.75	$3.61	$73,676.49	$3.10	$63,267.90
20	1155-5	FURNISH AND INSTALL CRACK SEAL - HILL ST.	5706	LB	$3.10	$17,688.60	$4.26	$24,307.56	$3.10	$17,688.60
21	1155-5	FURNISH AND INSTALL CRACK SEAL -KAMALA DURLEY PARK	27239	LB	$2.75	$74,907.25	$3.29	$89,616.31	$3.10	$84,440.90
22	1155-5	FURNISH AND INSTALL CRACK SEAL - FIVE POINTS NORTH EAST	16452	LB	$2.75	$45,243.00	$3.18	$52,317.36	$3.10	$51,001.20
23	1155-5	FURNISH AND INSTALL CRACK SEAL - COMMERCIAL CENTRAL	24032	LB	$3.05	$73,297.60	$4.34	$104,298.88	$3.10	$74,499.20
24	1155-5	FURNISH AND INSTALL CRACK SEAL - LEMONWOOD EASTMONT	33986	LB	$2.75	$93,461.50	$3.25	$110,454.50	$3.10	$105,356.60
25	1155-5	FURNISH AND INSTALL CRACK SEAL - GOLF COURSE	4623	LB	$3.85	$17,798.55	$4.29	$19,832.67	$3.10	$14,331.30
26	1155-5	FURNISH AND INSTALL CRACK SEAL - FREMONT SOUTH	13828	LB	$2.75	$38,027.00	$3.25	$44,941.00	$3.10	$42,866.80
27	1155-5	FURNISH AND INSTALL CRACK SEAL - WILSON	26906	LB	$2.75	$73,991.50	$3.25	$87,444.50	$3.10	$83,408.60
28	1155-5	FURNISH AND INSTALL CRACK SEAL - EAST VILLAGE	3165	LB	$2.95	$9,336.75	$4.74	$15,002.10	$3.10	$9,811.50
29	1155-5	FURNISH AND INSTALL CRACK SEAL - ROSE PARK	17910	LB	$2.75	$49,252.50	$3.23	$57,849.30	$3.10	$55,521.00
30	1155-5	FURNISH AND INSTALL CRACK SEAL - REDWOOD	5832	LB	$3.05	$17,787.60	$4.49	$26,185.68	$3.10	$18,079.20
31	1520-3	TRAFFIC -INSTALL TRAFFIC LOOP DETECTOR	8	EA	$510.00	$4,080.00	$500.00	$4,000.00	$500.00	$4,000.00
32	1515-3	INSTALL DETAIL 2 -T	500	LF	$0.95	$475.00	$1.60	$800.00	$1.00	$500.00
33	1515-3	INSTALL DETAIL 22 -T	500	LF	$1.90	$950.00	$1.60	$800.00	$2.00	$1,000.00
34	1515-3	INSTALL DETAIL 38 -T	400	LF	$1.95	$780.00	$3.21	$1,284.00	$2.00	$800.00
35	1515-3	INSTALL 12-INCH SOLID WHITE - T	200	LF	$4.25	$850.00	$4.28	$856.00	$5.00	$1,000.00
36	1515-3	INSTALL 12-INCH SOLID YELLOW - T	200	LF	$4.25	$850.00	$4.28	$856.00	$5.00	$1,000.00
37	1515-3	INSTALL STOP PAVEMENT MARKING -T	10	EA	$215.00	$2,150.00	$268.00	$2,680.00	$250.00	$2,500.00
38	1515-3	INSTALL TYPE IV ARROW PAVEMENT MARKING -T	10	EA	$65.00	$650.00	$214.00	$2,140.00	$100.00	$1,000.00
					Bid List Total-SUBMITTED	**$1,281,840.00**		**$1,349,838.75**		**$1,851,123.00**
					Total Bid Amount -VERIFIED	**$1,281,843.05**		**$1,349,843.24**		**$1,851,126.10**

ATTACHMENT 1
PAGE 2 OF 2

		LISTED SUBS	**Berry General Engineering Contractors, Inc.**	**Toro Enterprises, Inc.**	**All American Asphalt**
		Listed Subs	**Cal-Western Weed Control** 10047 Circle R Dr Valley Center, CA 92082 **INTERSTATE STRIPING** 391 DRYDEN ST THOUSAND OAKS, CA **Rubberized Crackfiller** 800 E Walnut Ave Fullerton, CA 92831 **Taft Electric** 1694 Eastman Ave Ventura, CA	**Rubberized Crackfiller** 800 E Walnut Ave Fullerton, CA 92831	NO SUBS LISTED

554

ATTACHMENT 1
PAGE 3 OF 3

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016

PWC Registration Number: 1000004435

Contractor Legal Name: example: ABC COMPANY — Contractor License Lookup

License Number: example: 606309 (CSLB)

County: Select County

Search Reset

Search Result
One registere

Details	Legal N
View	RUBBE

About
Who w
DIR Di
Contac

1000004435 Contractor Details

Sub

Contractor Information | **Legal Entity Information** | **Workers' Compensation**

Legal Name
RUBBERIZED CRACKFILLER SEALANT, INC

Legal Entity Type
CORPORATION

Trade Name
RUBBERIZED CRACKFILLER SEALANT, INC

License Number(s)
CSLB :484758

Mailing Address
800 E. WALNUT AVE
FULLERTON, CA 92831

Physical Address
800 E. WALNUT AVE
FULLERTON, CA 92831

Email Address
RUBBERIZED@SBCGLOBAL.NET

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016

PWC Registration Number: 1000004435

Contractor Legal Name: example: ABC COMPANY Contractor License Lookup

License Number: example: 606309 (CSLB)

County: Select County

Search Reset

Search Resul
One registere
Details **Legal N**

View RUBBE

1000004435 Contractor Details

Contractor Information | **Legal Entity Information** | **Workers' Compensation**

Do you lease employees through Professional Employer Organization (PEO)? NO

Please provide your current workers' compensation insurance information below:

INSURED BY CARRIER

Policyholder Name: RUBBERIZED CRACKFILLER SEALANT, INC

Insurance Carrier: STATE COMPENSATION INSURANCE FUND

Policy Number: 9064180-15

	Inception Date:	**Expiration Date:**
Policy Coverage dates:	2015-07-15	2016-07-15

About
Who w
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Contac

Copyright © 2015 State of California

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
RUBBERIZED CRACKFILLER SEALANT, INC	1000004435	ORANGE	FULLERTON	07/17/2015	06/30/2016

ATTACHMENT 2
PAGE 3 OF 15

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016

PWC Registration Number: 1000000149

Contractor Legal Name: example: ABC COMPANY

Contractor License Lookup

License Number: example: 606309 (CSLB)

County: Select County

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1000000149 Contractor Details

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Contractor Information | **Legal Entity Information** | **Workers' Compensation**

Legal Name
TAFT ELECTRIC COMPANY

Legal Entity Type
CORPORATION

Trade Name
TAFT ELECTRIC COMPANY

License Number(s)
CSLB :772245

Mailing Address
P O BOX 3416
VENTURA, CA 93006

Physical Address
1694 EASTMAN AVENUE
VENTURA, CA 93003

Email Address
CSMITH@TAFTELECTRIC.COM

ATTACHMENT 2
PAGE 4 OF 15

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016

PWC Registration Number: 1000000149

Contractor Legal Name: example: ABC COMPANY Contractor License Lookup

License Number: example: 606309 (CSLB)

County: Select County

1000000149 Contractor Details

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Contractor Information | **Legal Entity Information** | **Workers' Compensation**

Do you lease employees through Professional Employer Organization (PEO)? NO

Please provide your current workers' compensation insurance information below:

INSURED BY CARRIER

Policyholder Name: TAFT ELECTRIC COMPANY

Insurance Carrier: OLD REPUBLIC GENERAL INSURANCE CORPORATION

Policy Number: A1CW36011512

	Inception Date:	**Expiration Date:**
Policy Coverage dates:	2015-01-01	2016-01-01

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Legal Name	Registration Number	County	City	Registration Date	Expiration Date
TAFT ELECTRIC COMPANY	1000000149	VENTURA	VENTURA	06/24/2015	06/30/2016

ATTACHMENT 2
PAGE 6 OF 15

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016

PWC Registration Number: 1000007945

Contractor Legal Name: example: ABC COMPANY — Contractor License Lookup

License Number: example: 606309 (CSLB)

County: Select County

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Contractor Information | **Legal Entity Information** | **Workers' Compensation**

Legal Name
INTERSTATE STRIPING & SIGNS, INC

Legal Entity Type
CORPORATION

Trade Name

License Number(s)
CSLB :838618

Mailing Address
391 DRYDEN ST
THOUSAND OAKS, CA 91360

Physical Address
391 DRYDEN ST
THOUSAND OAKS, CA 91360

Email Address
ISTRIPEALOT@GMAIL.COM

ATTACHMENT 2
PAGE 7 OF 15

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016

PWC Registration Number: 1000007945

Contractor Legal Name: example: ABC COMPANY Contractor License Lookup

License Number: example: 606309 (CSLB)

County: Select County

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One registered contractor found. 1

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Contractor Information | **Legal Entity Information** | **Workers' Compensation**

Do you lease employees through Professional Employer Organization (PEO)? NO

Please provide your current workers' compensation insurance information below:

INSURED BY CARRIER

Policyholder Name: INTERSTATE STRIPING & SIGNS,INC

Insurance Carrier: STATE COMPENSATION INSURANCE FUND

Policy Number: 9107046-2014

	Inception Date:	**Expiration Date:**
Policy Coverage dates:	2014-07-19	2015-07-19

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Legal Name	Registration Number	County	City	Registration Date	Expiration Date
INTERSTATE STRIPING & SIGNS,INC	1000007945	VENTURA	THOUSAND OAKS	07/01/2015	06/30/2016

ATTACHMENT 2
PAGE 7 OF 15

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016

PWC Registration Number: 1000013273

Contractor Legal Name: example: ABC COMPANY — Contractor License Lookup

License Number: example: 606309 (CSLB)

County: Select County

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1000013273 Contractor Details

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Contractor Information | **Legal Entity Information** | **Workers' Compensation**

Legal Name
CAL-WESTERN WEED CONTROL, INC.

Legal Entity Type
CORPORATION

Trade Name
CAL-WESTERN WEED CONTROL, INC.

License Number(s)
OTHER :100494

Mailing Address
10047 CIRCLE R DRIVE, STE. B
VALLEY CENTER, CA 92082

Physical Address
10047 CIRCLE R DRIVE, STE. B
VALLEY CENTER, CA 92082

Email Address
CALWESTERNWEED@YAHOO.COM

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016

PWC Registration Number: 1000013273

Contractor Legal Name: example: ABC COMPANY Contractor License Lookup

License Number: example: 606309 (CSLB)

County: Select County

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1000013273 Contractor Details

Contractor Information | **Legal Entity Information** | **Workers' Compensation**

Do you lease employees through Professional Employer Organization (PEO)? NO

Please provide your current workers' compensation insurance information below:

INSURED BY CARRIER

Policyholder Name: CAL-WESTERN WEED CONTROL, INC.

Insurance Carrier: MARKEL INSURANCE COMPANY

Policy Number: MWC000486805

	Inception Date:	**Expiration Date:**
Policy Coverage dates:	2015-06-01	2016-06-01

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Legal Name	Registration Number	County	City	Registration Date	Expiration Date
CAL-WESTERN WEED CONTROL, INC.	1000013273	SAN DIEGO	VALLEY CENTER	06/13/2015	06/30/2016

ATTACHMENT 2
PAGE 12 OF 13

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016

PWC Registration Number: 1000001236

Contractor Legal Name: example: ABC COMPANY

Contractor License Lookup

License Number: example: 606309 (CSLB)

County: VENTURA

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1000001236 Contractor Details

Contractor Information | Legal Entity Information | Workers' Compensation

Legal Name
BERRY GENERAL ENGINEERING CONT., INC.

Legal Entity Type
CORPORATION

Trade Name
BERRY GENERAL ENGINEERING CONT., INC.

License Number(s)
CSLB :400577A

Mailing Address
PO BOX 1457
VENTURA, CA 93002

Physical Address
350 W. LEWIS ST
VENTURA, CA 93001

Email Address
JBOTTOMLEY@BGEC.NET

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016

PWC Registration Number: 1000001236

Contractor Legal Name: example: ABC COMPANY Contractor License Lookup

License Number: example: 606309 (CSLB)

County: VENTURA

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1000001236 Contractor Details

Contractor Information | **Legal Entity Information** | **Workers' Compensation**

Do you lease employees through Professional Employer Organization (PEO)? NO

Please provide your current workers' compensation insurance information below:

INSURED BY CARRIER

Policyholder Name: BERRY GENERAL ENGINEERING CONT., INC.

Insurance Carrier: STATE COMPENSATION INSURANCE FUND

Policy Number: 9120902-15

	Inception Date:	**Expiration Date:**
Policy Coverage dates:	2015-01-01	2016-01-01

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Copyright © 2015 State of California

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
BERRY GENERAL ENGINEERING CONT., INC.	1000001236	VENTURA	VENTURA	08/13/2015	06/30/2016

ATTACHMENT 2
PAGE 15 OF 18

CITY OF OXNARD
SPECIFICATION NUMBER PW13-15-R2 (Rebid)

BID DOCUMENTS (BLUE SHEETS)
FOR

PROJECT TITLE: – PW13-15-R2 (Rebid)-Localized Pavement Maintenance Program

BRIEF DESCRIPTION OF PROJECT: Localized Pavement Maintenance Program - The project consists of sealing pavement cracks. The work includes removal of failed areas and replacement with asphalt concrete.

Specification Number PW13-15-R2(Rebid) includes 15 pages of bid documents. Drawing No. 13-02A includes 26 sheets of plans.

Work must begin within 14 calendar days after the Notice to Proceed is issued. Work is to be complete in 80 working days. Liquidated damages will be assessed at $1,000.00 per calendar day.

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

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

Name Berry General Engineering Contractors, Inc.

Physical Address 350 W Lewis St

Mailing Address P.O. Box 1457

City Ventura State CA Zip Code 93001 / 93002

Telephone No. 805-643-7567 Fax No. 805-643-7482

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

ATTACHMENT 3
PAGE 12 OF 16

PROJECT OVERVIEW

The following description of the amount of work to be done and materials to be furnished by the contractor is an approximation provided for your use in preparing a bid. The City of Oxnard does not expressly or by implication warrant that the actual amount of work or materials awarded will correspond therewith. The City reserves the right to increase or decrease the amount of any class or portion of the work or materials or to delete any of the work or materials, as the City deems necessary or expedient. If the description includes more than one job, the City may decide to award a contract for only one or less than all of the jobs included in the bid submitted.

DESCRIPTION

The work includes mobilization/demobilization; traffic control; storm water pollution prevention plan; Crack fill and Seal; cold mill and AC overlay (2-inch min.); unclassified excavation (digouts); replace aggregate base Class 2 and asphalt concrete (Type III - DGAC D2/C2/B2 PG 64-10); Install traffic loop detector; Install traffic striping and pavement markings; and all incidental and appurtenant improvements and restorations specified on the Plans and herein these Special Provisions

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

CITY OF OXNARD
SPECIFICATION NUMBER PW13-15-R2 (Rebid)

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Berry General Engineering Contractors, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	UNIT COST	TOTAL
1	Mobilization/Demobilization	1001-3	LS	1	99,719.95	$ 99,719.95
2	Traffic Control	1505-3	LS	1	69,965	69,965
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	54,475	54,475
	PAVEMENT MAINTENANCE					
4	Cold Mill AC Pavement (2" Max.)	1110-3	SY	1500	14.70	22,050
5	Unclassified Excavation	1120-4	CY	200	137.65	27,530
6	Class 2 Aggregate Base	1130-4	TONS	190	65	12,350
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TONS	95	217	20,615
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TONS	260	270	70,200
	NEIGHBORHOODS					
9	Furnish & Install Crack Seal – DIAMOND BAR	1155-5	LB	9,746	2.75	26,801.50
10	Furnish & Install Crack Seal – TERRACE ESTATES	1155-5	LB	14,578	2.75	40,089.50
11	Furnish & Install Crack Seal - CYPRESS	1155-5	LB	5,331	2.75	14,660.25
12	Furnish & Install Crack Seal - SOUTHWINDS	1155-5	LB	12,495	2.75	34,361.25
13	Furnish & Install Crack Seal – ORMOND BEACH	1155-5	LB	6,039	2.75	16,607.25
14	Furnish & Install Crack Seal – BLACKSTOCK NORTH	1155-5	LB	10,954	3.25	35,600.50
15	Furnish & Install Crack Seal – PLEASANT VALLEY VILLAGE	1155-5	LB	8,247	3.25	26,802.75
16	Furnish & Install Crack Seal – HOLLYWOOD BY THE SEA	1155-5	LB	13,370	3.30	44,121
17	Furnish & Install Crack Seal – OXNARD SHORES	1155-5	LB	7,247	2.75	19,929.25

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

CITY OF OXNARD
SPECIFICATION NUMBER PW13-15-R2 (Rebid)

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Berry General Engineering Contractors, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
18	Furnish & Install Crack Seal – SEA AIR	1155-5	LB	24,823	2.75	$68,263.25
19	Furnish & Install Crack Seal – HOBSON PARK EAST	1155-5	LB	20,409	2.75	56,124.75
20	Furnish & Install Crack Seal – HILL ST	1155-5	LB	5,706	3.10	17,688.60
21	Furnish & Install Crack Seal – KAMALA DURLEY PARK	1155-5	LB	27,239	2.75	74,907.25
22	Furnish & Install Crack Seal – FIVE POINTS NORTH EAST	1155-5	LB	16,452	2.75	45,243.-
23	Furnish & Install Crack Seal – COMMERCIAL CENTRAL	1155-5	LB	24,032	3.05	73,297.60
24	Furnish & Install Crack Seal – LEMONWOOD EASTMONT	1155-5	LB	33,986	2.75	93,461.50
25	Furnish & Install Crack Seal – GOLF COURSE	1155-5	LB	4,623	3.85	17,798.55
26	Furnish & Install Crack Seal – FREMONT SOUTH	1155-5	LB	13,828	2.75	38,027.-
27	Furnish & Install Crack Seal - WILSON	1155-5	LB	26,906	2.75	73,991.50
28	Furnish & Install Crack Seal – EAST VILLAGE	1155-5	LB	3,165	2.95	9,336.75
29	Furnish & Install Crack Seal – ROSE PARK	1155-5	LB	17,910	2.75	49,252.50
30	Furnish & Install Crack Seal – REDWOOD	1155-5	LB	5,831	3.05	17,784.55
31	TRAFFIC - Install Traffic Loop Detector	1520-3	EA	8	510.-	4,080.-
32	Install Detail 2 (T)	1515-3	LF	500	0.95	475.-
33	Install Detail 22 (T)	1515-3	LF	500	1.90	950.-
34	Install Detail 38 (T)	1515-3	LF	400	1.95	780.-
35	Install 12-in Solid White (T)	1515-3	LF	200	4.25	850.-
36	Install 12-in Solid Yellow (T)	1515-3	LF	200	4.25	850.-
37	Install STOP Pavement Marking (T)	1515-3	EA	10	215.-	2,150.-
38	Install Type IV Arrow Pavement Marking (T)	1515-3	EA	10	65.-	650.-
	GRAND TOTAL			$ 1,281,840.00		

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

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ATTACHMENT 3
PAGE 4 OF 16

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL SUBMITTED - $ 1,281,840.00

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

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

The following addenda are acknowledged and attached:

NO.	DATED	NO.	DATED
1	09/08/15		

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

DATED 09/30/2015 AT Ventura, CA

COMPANY NAME Berry General Engineering Contractors, Inc.

SIGNATURE Robert Sainsbury TITLE Vice-President
(Sole Owner, Partner, Corporate Officer)*

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

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

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Berry General Engineering Contractors, Inc.

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

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

B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must *be provided* now or via *fax (805 385-8360)* within 24 hours *of bid opening*.	
			STATE LICENSE & CA DIR Registration Number	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	NUMBERS	CLASS
1. Rubberized Crack Filler Sealant, Inc.	800 E. Walnut Fullerton 92831	Crackfilling	484758 1000004435	C-32
2. Taft Electric Co.	PO Box 3416 Ventura 93006	Traffic Loops	772245 1000001149	C-10
3. Interstate Striping & Signs	391 Dryden St. Thousand Oaks 91360	Striping	838618 1000007945	C-32
4. Cal-Western Weed Control	PO Box 209 Ontario Ca. 91761	Weed kill	N/A Dir 1000043273	

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

CITY OF OXNARD
SPECIFICATION NUMBER PW13-15-R2 (Rebid)

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Berry General Engineering Contractors, Inc.

The information requested below must be filled out completely.			This information must *be provided* now or via *fax (805 385-8360)* within 24 hours *of bid opening-*	
			STATE LICENSE & CA DIR Registration Number	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OFWORK	NUMBERS	CLASS
5.				
6.				
7.				
8.				
9.				
10.				

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

ATTACHMENT 3
PAGE 7 OF 10

REFERENCES

BIDDER'S NAME Berry General Engineering Contractors, Inc.

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

Project Description		
See Experience Statement attached		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone

SIGNATURE OF BIDDER

Robert Sainsbury, Vice-President

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

BERRY
GENERAL ENGINEERING CONTRACTORS, INC.
P.O. BOX 1457 VENTURA, CA 93002
805-643-7567 FAX 805-643-7482
License No. 400577

Experience Statement

Carpinteria Unified School District - 1400 Linden Ave, Carpinteria CA 93013
Carpinteria Middle School Outdoor Athletic Facilities
Work Performed: : grading, asphalt paving and concrete improvements
Cindy Abbott - 805-684-4511
$1,216,200 - Completed March 2009

Great American Insurance - P.O. Box 1219, Cincinnati OH 45201
Upland Road Completion
Work Performed: asphalt paving and concrete sidewalks
Jeff Jubera - 410-604-1956
$737,154 - Completed March 2010

Clark Builders Group - P.O. Box 3285, Camarillo CA 93011-3285
Catalina Heights Military Housing
Worked Performed: grading, asphalt paving, concrete curbs gutters & sidewalks
Rob Gish - 805-987-8600
$2,192,888 - Completed July 2010

City of Carpinteria - 5775 Carpinteria Ave, Carpinteria CA 93013
2009 ARRA Pavement Rehabilitation, Casitas Pass Road
Work Performed: asphalt paving
Matt Roberts - 805-684-5405
$682,623 - Completed January 2011

Oxnard School District - 1051 South A Street, Oxnard CA 93036
Grading/Paving/Concrete at Education Service Center 1051 So.A Street
Joe Patterson - 805-440-9939 / Jeff der ven Eikhof, Engineer 805-486-4436
$618,851 - Completed September 2011

Oxnard Harbor District, Port of Hueneme - 333 Ponoma St., Port Hueneme CA 93044
TWIC Gate Phase III
Work Performed: grading, asphalt paving, concrete
Chris Berkelo - 805-488-3677
$970,284 - Completed August 2012

BERRY
GENERAL ENGINEERING CONTRACTORS, INC.
P.O. BOX 1457 VENTURA, CA 93002
805-643-7567 FAX 805-643-7482
License No. 400577

City of Camarillo - 601 Carmen Drive, Camarillo CA 930010
Camarillo Hills Drain - Ponderosa Drive Channel Landscape Phase 2, RPSTPLE-5393(030)
Work Performed as General Contractor: grading, asphalt paving and concrete improvements
Rick Nack - 805-388-5340
$421,888 - Completed 12/2013

Ventura Unified School District - 255 W Stanley Ave. Ste 100, Ventura CA 93001
Asphalt at Various School Sites
Work Performed as General Contractor: asphalt paving and concrete; managing utilities, striping and fencing
Terry Allison - 805-641-5303
$489,484 - Completed 08/2013

City of Carpinteria - 5775 Carpinteria Ave, Carpinteria CA 93013
Ocho & Concha Loma, #15020 - Asphalt & Concrete Improvements
Work Performed as General Contractor: asphalt paving and concrete improvements
Matt Roberts - 805-684-5405
$97,909 - Completed 08/2013

City of Carpinteria - 5775 Carpinteria Ave, Carpinteria CA 93013
Santa Ynez Ave Pedestrian & Handicap Ramps, #15035
Work Performed as General Contractor: asphalt paving, concrete improvements
Matt Roberts - 805-684-5405
$119,013 - Completed 08/2013

City of Carpinteria - 5775 Carpinteria Ave, Carpinteria CA 93013
Santa Ynez & Seventh Street, #15024 - Asphalt & Concrete Improvements
Work Performed as General Contractor: digouts, asphalt paving and concrete improvements; managing electrical, striping & signs, landscape
Matt Roberts - 805-684-5405
$151,246 - Completed 08/2013

City of Thousand Oaks - 2100 Thousand Oaks Blvd, Thousand Oaks CA 91360
Borchard Road Median Reconstruction
Work Performed as General Contractor: digouts, grading, asphalt paving and concrete improvements; managing, landscaping and striping
Elaine Camia - 805-449-2448
$566,432 - Completed 02/2014

BERRY
GENERAL ENGINEERING CONTRACTORS, INC.
P.O. BOX 1457 VENTURA, CA 93002
805-643-7567 FAX 805-643-7482
License No. 400577

City of Thousand Oaks - 2100 Thousand Oaks Blvd, Thousand Oaks CA 91360
Storm Drain Improvement Project
Work Performed as General Contractor: asphalt paving and concrete improvements; managing storm drain, landscaping, fencing and striping
Elaine Camia - 805-449-2448
$1,281,263 - Completed 05/31/2014

City of Oxnard - 1060 Pacific Avenue Bldg 2, Oxnard CA 93030
Ventura Blvd Park & Ride and Pedestrian Crossings
Work Performed as General Contractor: digouts, asphalt paving, concrete curb & gutter, fixtures; managing masonry, electrical, striping
Patricia Friend - 805-385-7802
$200,508.00 - 100% Complete

Oak Park School District - 5801 E. Conifer St., Oak Park CA 91377
Parking Lot & Playground Repairs
Work Performed as General Contractor: digouts, asphalt paving, concrete curb & gutter, fixtures; managing masonry, electrical, striping
Keith Henderson - 805-983-1558
$149,485 - 100% Complete

City of Ventura - PO Box 99, Ventura CA 93001
Downtown Ramp Improvements
Work Performed as General Contractor: remove & replace truncated domed handicap ramps
Mark Garcia - 805-648-7800
$160,364

City of Ventura - PO Box 99, Ventura CA 93001
Westpark Community Center Improvements Phase II
Work Performed as General Contractor: digouts, asphalt paving, concrete curb & gutter, fixtures; managing landscaping, underground, striping
Mark Garcia - 805-648-7800
$112,319

BERRY
GENERAL ENGINEERING CONTRACTORS, INC.
P.O. BOX 1457 VENTURA, CA 93002
805-643-7567 FAX 805-643-7482
License No. 400577

City of Oxnard - 1060 Pacific Avenue Bldg 2, Oxnard CA 93030
Median & Traffic Signal Modifications at Pleasant Valley Rd and Rose Ave.
Work Performed as General Contractor: digouts, asphalt paving, concrete curb & gutter; managing electrical, traffic loops, striping
Patricia Friend - 805-385-7802
$294,275 - 100% Complete

City of Westlake - 31200 Oakcrest Drive, Westlake Village CA 91361
Agoura Road Curb & Gutter Replacement Project
Work Performed as General Contractor: digouts, concrete curb & gutter; managing electrical, traffic loops, striping
Michael Wright - mwright@wildan.com
$296,392 - 100% Complete

CITY OF OXNARD
SPECIFICATION NUMBER PW13-15-R2 (Rebid)

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATION

BIDDER'S NAME Berry General Engineering Contractors, Inc.

The bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

   Yes _____ No ✓

2. If yes, explain the circumstances.

_____

_____

_____

_____

_____

_____

_____

SIGNATURE OF BIDDER
Robert Sainsbury, Vice-President

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

ATTACHMENT 3
PAGE 13 OF 16

BIDDER'S AFFIDAVIT

PROJECT PW13-15-R2 (re-bid) Localized Pavement Maintenance Program

I depose and say that I am Robert Sainsbury, Vice-President
(Print or type name and title)

of Berry General Engineering Contractors, Inc.
(Name of Company)

350 W Lewis Street	Ventura	CA	93001
(Address)	(City)	(State)	(Zip Code)

Contractor's CA DIR Registration Number (Per SB854): 1000001236

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

Contractor's License No. 400577 FED TAX I.D.# 95-3507379

Classification: A - General Contractor

Contractor's License Expiration Date: 02/28/2017

City of Oxnard Business License Number (Not Required to Bid): 17-00000829

Data Universal Numbering System (D-U-N-S #): 09-4444916

Whoever submits this bid to the City of Oxnard declares:

1. That the bidder has read these specifications, will abide by and agrees to the conditions herein, has carefully examined the project plans and does hereby agree to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the schedule of work and prices.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda listed on Page B-4 of these bid documents are acknowledged and attached.

4. That the bidder, as principal, acknowledges being bound by the following bid bond when completed by the surety.

Dated 09/30/2015 at Ventura, California.

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

(CORPORATE SEAL)

SIGNATURE
Robert Sainsbury, Vice-President

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

ATTACHMENT 3
PAGE 4 OF 16

CITY OF OXNARD
SPECIFICATION NUMBER PW13-15-R2 (Rebid)
BIDDER'S QUESTIONNAIRE

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

EVALUATION ELEMENTS			
	Standard Bidder Questions (applies to all bids)	Yes	No
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated on Page F-0?	✓	
2	Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on a public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LD assessment.		✓
3	Has the Bidder's insurance or a Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of all cancellations and the contact information for all insurance companies that cancelled coverage. Insurance includes all insurance coverages of any kind, including commercial, general liability, fire and casualty, and workers' compensation.		✓
4	Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information and state the date and amount of each claim paid.		✓
5	Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (DLSE)? If so, provide the date(s) of investigations and the contact information for the DLSE.		✓
6	Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the jurisdiction, date and case number for each court case.		✓
7	Within the past 5 years, have stop notices been filed with any government agency on any project performed by Bidder or any Related Company? If so, please provide the following information for each stop notice: contact information for each claimant, amount of the claim, amount, if any, paid to settle the claim, date of the claim and the date of payment of the claim.		✓
8	Has Bidder or any Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the case.		✓
9	Has Bidder or a Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the contact information for the agency.		✓
10	Has Bidder or any Related Company ever been found to be a non-responsible bidder by an agency or debarred? If so, provide the date and name of each and explain the circumstances.		✓
11	Provide the name, date, contact information and approximate amount of contract and a description of work performed for each job performed by Bidder in the last 3 years involving work of the type for which this contract is being let.	✓	
12	Has Bidder or a Related Company within the past 5 years been investigated by OSHA or had an OSHA violation that resulted in a citation or other actions be taken against the company		✓
13	Prime Contractor and all of their listed Subcontractors MUST be registered with the DIR as required by SB 854	✓	

Contractor Officer's Signature: _____ 09/30/2015 (Date)

Robert Sainsbury, Vice-President (Title)

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

ATTACHMENT 3
PAGE 15 OF 16

CITY OF
OXNARD
CALIFORNIA

General Services
Maint. Yard, 1060 Pacific Ave., Bldg. 2 – Oxnard, CA 93030
(805) 385-7821 – Fax (805) 385-8360

September 8, 2015

ADDENDUM NO. 1
SPECIFICATION NO. PW13-15-R2 (REBID)
LOCALIZED PAVEMENT MAINTENANCE PROGRAM

SCHEDULED BID OPENING DATE: SEPTEMBER 30, 2015

TO ALL BIDDERS OF RECORD

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. ***Failure to do so may subject bidder to disqualification. This addendum forms a part of the bid documents. It modifies them as follows:***

A. **The following changes/corrections/additions are made to the Instruction to Bidders and Bid Documents:**

1. **COVER –SPECIFICATION BOOK –**
   SPECIFICATION NUMBER IS - PW13-15-R2(REBID)
   (Correction to Typo UD13-15-R2)

Addendum No. 1
Specification No. PW13-15-R2(Rebid)
LOCALIZED PAVEMENT MAINTENANCE

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

1. One (1) page of text

Addendum No. 1 Received: Date:

Berry General Engineering Contractors, Inc.
Company

350 W Lewis St
Address of Company

Authorized Signature

Ventura CA 93001
City State Zip Code

Robert Sainsbury, Vice-President
Name and Title, Typed

805-643-7567
Telephone Number, Including Area Code

ATTACHMENT 3
PAGE 16 OF 16

Establishment Search

Reflects inspection data through 09/28/2015

This page enables the user to search for OSHA enforcement inspections by the name of the establishment. Information may also be obtained for a specified inspection or inspections within a specified SIC.

⚠ **Note:** Please read important information below regarding interpreting search results before using.

Search By:

Your Establishment search returned 0 results.

Establishment: Berry General Engineering Contractors

State: California | Fed & State

OSHA Office: All Offices

Case Status: ◉ All ○ Closed ○ Open

Violation Status: ◉ All ○ With Violations ○ Without Violations

Inspection Date

Start Date: October 1 2010

End Date: October 1 2015

Submit Reset

Can't find it?
Wildcard use %
Basic Establishment Search Instructions
Advanced Search Syntax

NOTE TO USERS

The Integrated Management Information System (IMIS) was designed as an information resource for in-house use by OSHA staff and management, and by state agencies which carry out federally-approved OSHA programs. Access to this OSHA work product is being afforded via the Internet for the use of members of the public who wish to track OSHA interventions at particular work sites or to perform statistical analyses of OSHA enforcement activity. It is critical that users of the data understand several aspects of the system in order to accurately use the information.

The source of the information in the IMIS is the local federal or state office in the geographical area where the activity occurred. Information is entered as events occur in the course of agency activities. Until cases are closed, IMIS entries concerning specific OSHA inspections are subject to continuing correction and updating, particularly with regard to citation items, which are subject to modification by amended citations, settlement agreements, or as

ATTACHMENT 4
PAGE 1 OF 10

The Integrated Management Information System (IMIS) is designed and administered as a management tool for OSHA to help it direct its resources. When IMIS is put to new or different uses, the data should be verified by reference to the case file and confirmed by the appropriate federal or state office. Employers or employees who believe a particular IMIS entry to be inaccurate, incomplete or out-of-date are encouraged to contact the OSHA field office or state plan agency which originated the entry.

Freedom of Information Act | Privacy & Security Statement | Disclaimers | Important Web Site Notices | International | Contact Us

U.S. Department of Labor | Occupational Safety & Health Administration | 200 Constitution Ave., NW, Washington, DC 20210

Telephone: 800-321-OSHA (6742) | TTY

www.OSHA.gov

Establishment Search

Reflects inspection data through 09/28/2015

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Sub

Search By:

Your Establishment search returned 0 results.

Establishment: Rubberized Crackfiller Sealant

State: California | Fed & State

OSHA Office: All Offices

Case Status: All | Closed | Open

Violation Status: All | With Violations | Without Violations

Inspection Date

Start Date: October 1 2010

End Date: October 1 2015

Submit Reset

Can't find it?
Wildcard use %
Basic Establishment Search Instructions
Advanced Search Syntax

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ATTACHMENT 4
PAGE 3 OF 10

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Sub

Search By:

Your Establishment search returned 0 results.

Establishment: Taft Electric Company

State: California | Fed & State

OSHA Office: All Offices

Case Status: ◉ All ○ Closed ○ Open

Violation Status: ◉ All ○ With Violations ○ Without Violations

Inspection Date

Start Date: October 1 2010

End Date: October 1 2015

Submit Reset

Can't find it?
Wildcard use %
Basic Establishment Search Instructions
Advanced Search Syntax

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ATTACHMENT 4
PAGE 3 OF 10

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ATTACHMENT 4
PAGE 6 OF 10

Establishment Search

Reflects inspection data through 09/28/2015

This page enables the user to search for OSHA enforcement inspections by the name of the establishment. Information may also be obtained for a specified inspection or inspections within a specified SIC.

⚠ **Note:** Please read important information below regarding interpreting search results before using.

Sub

Search By:

Your Establishment search returned 0 results.

Establishment: Interstate Striping and Signs

State: California | Fed & State

OSHA Office: All Offices

Case Status: All Closed Open

Violation Status: All With Violations Without Violations

Inspection Date

Start Date: October 1 2010

End Date: October 1 2015

Submit Reset

Can't find it?
Wildcard use %
Basic Establishment Search Instructions
Advanced Search Syntax

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ATTACHMENT 4
PAGE 7 OF 10

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ATTACHMENT 4

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Establishment Search

Reflects inspection data through 09/28/2015

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Sub

Search By:

Your Establishment search returned 0 results.

Establishment	Cal-Western Weed Control
State	California ▿ Fed & State ▿
OSHA Office	All Offices ▿
Case Status	◉ All ○ Closed ○ Open
Violation Status	◉ All ○ With Violations ○ Without Violations
Inspection Date	
Start Date	October ▿ 1 ▿ 2010 ▿
End Date	October ▿ 1 ▿ 2015 ▿

Submit Reset

Can't find it?
Wildcard use %
Basic Establishment Search Instructions
Advanced Search Syntax

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ATTACHMENT 4
PAGE 9 OF 10

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ATTACHMENT 4
Page 10 OF 10

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Berry General Engineering Contractors, Inc.

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

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

B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must *be provided* now or via *fax (805 385-8360)* within 24 hours *of bid opening-*	
			STATE LICENSE & CA DIR Registration Number	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OFWORK	NUMBERS	CLASS
1. Rubberized Crackfiller Sealant, Inc.	800 E. Walnut Fullerton 92831	Crackfilling	484758 1000004435	C-32
2. Taft Electric Co.	PO Box 3416 Ventura 93006	Traffic Loops	772245 1000001149	C-10
3. Interstate Striping & Signs	391 Dryden St. Thousand Oaks 91360	Striping	838618 1000007945	C-32
4. Cal-Western Weed Control	PO Box 209 Ontario Ca 91761	Weedkill	N/A Dir 1000043273	

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

ATTACHMENT 5
PAGE 1 OF 2

CITY OF OXNARD
SPECIFICATION NUMBER PW13-15-R2 (Rebid)

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Berry General Engineering Contractors, Inc.

The information requested below must be filled out completely.			This information must *be provided* now or via *fax (805 385-8360)* within 24 hours *of bid opening-*	
			STATE LICENSE & CA DIR Registration Number	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OFWORK	NUMBERS	CLASS
5.				
6.				
7.				
8.				
9.				
10.				

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

ATTACHMENT 5
PAGE 2 OF 2

REFERENCES

BIDDER'S NAME Berry General Engineering Contractors, Inc.

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

Project Description		
See Experience Statement attached		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone

SIGNATURE OF BIDDER
Robert Sainsbury, Vice-President

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

ATTACHMENT 6
PAGE 1 OF 5

BERRY
GENERAL ENGINEERING CONTRACTORS, INC.
P.O. BOX 1457 VENTURA, CA 93002
805-643-7567 FAX 805-643-7482
License No. 400577

Experience Statement

Carpinteria Unified School District - 1400 Linden Ave, Carpinteria CA 93013
Carpinteria Middle School Outdoor Athletic Facilities
Work Performed: : grading, asphalt paving and concrete improvements
Cindy Abbott - 805-684-4511
$1,216,200 - Completed March 2009

Great American Insurance - P.O. Box 1219, Cincinnati OH 45201
Upland Road Completion
Work Performed: asphalt paving and concrete sidewalks
Jeff Jubera - 410-604-1956
$737,154 - Completed March 2010

Clark Builders Group - P.O. Box 3285, Camarillo CA 93011-3285
Catalina Heights Military Housing
Worked Performed: grading, asphalt paving, concrete curbs gutters & sidewalks
Rob Gish - 805-987-8600
$2,192,888 - Completed July 2010

City of Carpinteria - 5775 Carpinteria Ave, Carpinteria CA 93013
2009 ARRA Pavement Rehabilitation, Casitas Pass Road
Work Performed: asphalt paving
Matt Roberts - 805-684-5405
$682,623 - Completed January 2011

Oxnard School District - 1051 South A Street, Oxnard CA 93036
Grading/Paving/Concrete at Education Service Center 1051 So. A Street
Joe Patterson - 805-440-9939 / Jeff der ven Eikhof, Engineer 805-486-4436
$618,851 - Completed September 2011

Oxnard Harbor District, Port of Hueneme - 333 Ponoma St., Port Hueneme CA 93044
TWIC Gate Phase III
Work Performed: grading, asphalt paving, concrete
Chris Berkelo - 805-488-3677
$970,284 - Completed August 2012

ATTACHMENT 6
PAGE 2 OF 5

BERRY
GENERAL ENGINEERING CONTRACTORS, INC.
P.O. BOX 1457 VENTURA, CA 93002
805-643-7567 FAX 805-643-7482
License No. 400577

City of Camarillo - 601 Carmen Drive, Camarillo CA 930010
Camarillo Hills Drain - Ponderosa Drive Channel Landscape Phase 2, RPSTPLE-5393(030)
Work Performed as General Contractor: grading, asphalt paving and concrete improvements
Rick Nack - 805-388-5340
$421,888 - Completed 12/2013

Ventura Unified School District - 255 W Stanley Ave. Ste 100, Ventura CA 93001
Asphalt at Various School Sites
Work Performed as General Contractor: asphalt paving and concrete; managing utilities, striping and fencing
Terry Allison - 805-641-5303
$489,484 - Completed 08/2013

City of Carpinteria - 5775 Carpinteria Ave, Carpinteria CA 93013
Ocho & Concha Loma, #15020 - Asphalt & Concrete Improvements
Work Performed as General Contractor: asphalt paving and concrete improvements
Matt Roberts - 805-684-5405
$97,909 - Completed 08/2013

City of Carpinteria - 5775 Carpinteria Ave, Carpinteria CA 93013
Santa Ynez Ave Pedestrian & Handicap Ramps, #15035
Work Performed as General Contractor: asphalt paving, concrete improvements
Matt Roberts - 805-684-5405
$119,013 - Completed 08/2013

City of Carpinteria - 5775 Carpinteria Ave, Carpinteria CA 93013
Santa Ynez & Seventh Street, #15024 - Asphalt & Concrete Improvements
Work Performed as General Contractor: digouts, asphalt paving and concrete improvements; managing electrical, striping & signs, landscape
Matt Roberts - 805-684-5405
$151,246 - Completed 08/2013

City of Thousand Oaks - 2100 Thousand Oaks Blvd, Thousand Oaks CA 91360
Borchard Road Median Reconstruction
Work Performed as General Contractor: digouts, grading, asphalt paving and concrete improvements; managing, landscaping and striping
Elaine Camia - 805-449-2448
$566,432 - Completed 02/2014

BERRY
GENERAL ENGINEERING CONTRACTORS, INC.
P.O. BOX 1457 VENTURA, CA 93002
805-643-7567 FAX 805-643-7482
License No. 400577

City of Thousand Oaks - 2100 Thousand Oaks Blvd, Thousand Oaks CA 91360
Storm Drain Improvement Project
Work Performed as General Contractor: asphalt paving and concrete improvements; managing storm drain, landscaping, fencing and striping
Elaine Camia - 805-449-2448
$1,281,263 - Completed 05/31/2014

City of Oxnard - 1060 Pacific Avenue Bldg 2, Oxnard CA 93030
Ventura Blvd Park & Ride and Pedestrian Crossings
Work Performed as General Contractor: digouts, asphalt paving, concrete curb & gutter, fixtures; managing masonry, electrical, striping
Patricia Friend - 805-385-7802
$200,508.00 - 100% Complete

Oak Park School District - 5801 E. Conifer St., Oak Park CA 91377
Parking Lot & Playground Repairs
Work Performed as General Contractor: digouts, asphalt paving, concrete curb & gutter, fixtures; managing masonry, electrical, striping
Keith Henderson - 805-983-1558
$149,485 - 100% Complete

City of Ventura - PO Box 99, Ventura CA 93001
Downtown Ramp Improvements
Work Performed as General Contractor: remove & replace truncated domed handicap ramps
Mark Garcia - 805-648-7800
$160,364

City of Ventura - PO Box 99, Ventura CA 93001
Westpark Community Center Improvements Phase II
Work Performed as General Contractor: digouts, asphalt paving, concrete curb & gutter, fixtures; managing landscaping, underground, striping
Mark Garcia - 805-648-7800
$112,319

BERRY
GENERAL ENGINEERING
CONTRACTORS, INC.
P.O. BOX 1457 VENTURA, CA 93002
805-643-7567 FAX 805-643-7482
License No. 400577

City of Oxnard - 1060 Pacific Avenue Bldg 2, Oxnard CA 93030
Median & Traffic Signal Modifications at Pleasant Valley Rd and Rose Ave.
Work Performed as General Contractor: digouts, asphalt paving, concrete curb & gutter; managing electrical, traffic loops, striping
Patricia Friend - 805-385-7802
$294,275 - 100% Complete

City of Westlake - 31200 Oakcrest Drive, Westlake Village CA 91361
Agoura Road Curb & Gutter Replacement Project
Work Performed as General Contractor: digouts, concrete curb & gutter; managing electrical, traffic loops, striping
Michael Wright - mwright@wildan.com
$296,392 - 100% Complete

ATTACHMENT 6
PAGE 5 OF 5

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

NOTICE TO BIDDERS

PROJECT SPECIFICATION NUMBER

PW13-15-R2 (REBID)

STATE OF CALIFORNIA
COUNTY OF VENTURA

I Luis Ayala

hereby certify that Ventura County VIDA Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Principal Clerk of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit.

Aug 27, Sept 03, 2015

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California , on the

03rd day of September 2015

(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number PW13-15-R2 (Rebid) for the Localized Pavement Maintenance Project. The work will consist of sealing pavement cracks and removal of failed areas and replacement with asphalt concrete for several neighborhoods. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, Class A to be considered as a prime contractor qualified for award of this project. Public Works Contractor Registration Law (SB 854) requires that all Contractors and Subcontractors be registered with the State Department of Industrial Relations (DIR). Per City policy no engineer's construction estimate is provided for public bid projects.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopy - www.cybercopy.sprintgraphics.com, or phone (805) 482-6738, fax (805) 745-1535 for a non-refundable fee of $75.00 plus $25.00 shipping and handling, starting on MONDAY, AUGUST 31, 2015. The Plans and Specifications may be obtained in electronic medium format CDs for a non-refundable fee of $35.00 including shipping and handling. For further bid information you may contact General Services, Contract Procurement Office, Phone (805) 385-7821.

A nonmandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, SEPTEMBER 9, 2015. All prospective bidders are urged to attend.

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

ATTACHMENT 7
PAGE 1 OF 2

Certificate of Publication

Ad #656225

In Matter of Publication of:

Public Notice

State of California)
))§
County of Ventura)

I, **Maria Rodriguez**, hereby certify that the **Ventura County Star Newspaper** has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Camarillo, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

Aug. 28, Sept. 04, 2015

I, Maria Rodriguez certify under penalty of perjury, that the foregoing is true and correct.

Dated this Sept. 04, 2015; in Camarillo, California, County of Ventura.

Maria Rodriguez
(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the Invitation to bid on Project Specification Number PW1313-R2 (Rebid) for the Localized Pavement Maintenance Project. The work will consist of sealing pavement cracks and removal of failed areas and replacement with asphalt concrete for several neighborhoods. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License Class A to be considered as a prime contractor qualified for award of this project. Public Works Contractor Registration Law (SB854) requires that all contractors and subcontractors be registered with the State Department of Industrial Relations (DIR). Per City policy no engineer's construction estimate is provided for public bid projects.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopy (www.cybercopyreprographics.com) or phone (805) 432-6735; fax (805) 715-1535 for a non-refundable fee of $75.00 plus $25.00 shipping and handling starting on MONDAY, AUGUST 31, 2015. The Plans and Specifications may be obtained in electronic medium format ONLY for a non-refundable fee of $35.00 including shipping and handling. For further bid information you may contact General Services Contract Procurement Office Phone (805) 385-7821.

A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, SEPTEMBER 9, 2015. All prospective bidders are urged to attend.

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

Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided as part of the bid package from the City online Plan Room and the bidder MUST be a PLAN HOLDER OF RECORD. All bids must be received at the office of the City Clerk, Administration Building, 305 West Third Street (East Wing), Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, SEPTEMBER 30, 2015. Immediately thereafter, all bids shall be publicly opened by the City Clerk and Procurement Agent in the Council Chambers, 305 West Third Street, Oxnard, CA 93030.

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

Ad Dates 08/28/15, 09/04/15 Ad No.656225

ATTACHMENT 7
PAGE 2 OF 2

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/30/2013

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

Prepared By: Lou Balderrama, City Engineer Agenda Item No. 5-8

Reviewed By: City Manager City Attorney Finance Public Works

DATE: July 10, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works

SUBJECT: **Project Specification PW13-15 Localized Pavement Maintenance Project (2013)**

RECOMMENDATION

That City Council approve Project Specification No. PW13-15 Localized Pavement Maintenance Project (2013) and authorize staff to solicit bids.

DISCUSSION

The Localized Pavement Maintenance Project is a citywide preventative maintenance that cleans, fills, and seals pavement cracks to prevent surface water from passing through the asphalt concrete layer into the subbase material. This maintenance prolongs the life of the pavement for approximately five years by preventing potholes and cracking.

The plans and specifications include contractor provisions of mobilization and demobilization, traffic control, storm water pollution prevention plan, asphalt milling, excavation, asphalt and concrete materials, sealing materials, installation of traffic loop detector, stripings and markings. Contractor bids will consists of furnishing all materials, equipment, supplies and services, and performing all labor required to complete the project. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder.

A site map of the neighborhoods specified for this project is provided in Attachment No. 1. Neighborhoods not specified for this project will be recommended for localized pavement maintenance in 2014.

FINANCIAL IMPACT

Project funding is available from Measure "O" Half-Cent Sales Tax appropriated pavement and roadway maintenance.

Attachment #1 - Project Site Map

Note: Plans and specifications for PW13-15 for the Localized Pavement Maintenance Project (2013) are available for review at the Capital Improvement Projects Management Office located at the City Hall Building, 305 West Third Street - East Wing, Second Floor after 8:00 a.m. on Monday prior to the City Council meeting.

ATTACHMENT 8
PAGE 1 OF 1

REQUEST FOR BUDGET APPROPRIATION

Department: Utitlities **Date:** November 10, 2015

Project/Program Manager: Daniel Rydberg **Phone:** 385-8281

Reason for Appropriation:

Appropriating Street Maintenance Funding (collected via Enterprise Infrastructure Use Fees) for pavement of 22 neighborhoods

Accounts and Descriptions		AMOUNT
Fund: STREET MAINTENANCE Fund 105		
Expenditures/Transfers Out		
LOCALIZED PAVEMENT MAINTENANCE (163101)		
105-3126-826.84-51	SERVICES FROM OTHER PROGRAMS	100,000
105-3126-826.86-05	IMPROV NOT BUILD-MAJOR REPAIR	1,410,025
105-3126-826.86-08	SERVICES OTHER-PROF/CONTR	90,000
	Sub-total Expenditures	1,600,025
	Net Change to Fund Balance	**(1,600,025)**
	Net Appropriation Change	**(1,600,025)**

Approvals

Department Director Daniel Rydberg

Chief Financial Officer Joseph Lee

City Manager

ATTACHMENT NO. 9
PAGE 1 OF 1

BA# (Finance Use Only)_____
BA Doc# (Finance Use Only)_____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: L-6

DATE: November 10, 2015

TO: City Council

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

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

SUBJECT: Approval of Lowest Responsible and Responsive Bid and Authorization to Issue and Execute a Contract (A-7834) for UD15-07- Pleasant Valley Estates Neighborhood Street Resurfacing Project

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

RECOMMENDATION

That City Council award contract A-7834 to the lowest responsible and responsive bidder, Toro Enterprises, Inc. in the amount of $1,868,511.00 for UD15-07 Pleasant Valley Estates Neighborhood Street Resurfacing Project, and authorize the purchasing agent to issue and execute the contract upon receipt of final documents.

BACKGROUND

On June 16, 2015, City Council approved project plans and specifications and authorized staff to conduct a public bid. The first advertisement for the public bid was on August 13, 2015. The public bid process started August 17, 2015 and closed with a public bid opening on September 16, 2015. City Procurement received four bids as follows:

Toro Enterprises, Inc.	$1,868,511.00
Hardy and Harper	$1,876,000.00
Granite Construction	$1,925,202.00
All American Asphalt	$1,946,480.00

The department staff and Contract Compliance Review Committee has agreed with the award of this contract following receipt of staff review of all documentation received including checks of required license and registration with State DIR per SB854; Occupational Safety & Health Administration (OSHA) web site; records for debarment; and any labor compliance issues. The bid received from Toro Enterprises, Inc. has been found to be a responsible and responsive bid.

Engineer's Estimate of Total Project Cost:

Contract	$1,868,511.00
Contingencies	186,851.00
Services from other programs	130,000.00
Outside services	100,000.00
	$2,285,362.00

Costs other than the contract price include contingencies, services from other programs (city staff time for contract administration, construction management, survey needs, and inspection) and outside construction services (soils testing, materials testing and permits).

FINANCIAL IMPACT

Funding in the amount of $2,285,362 for work under this contract will be from Fund 314, the 2014 Lease Revenue and Refunding Bonds Series. There is an unencumbered balance of $3.08 million appropriated and available for the Pleasant Valley Estates Neighborhood Resurfacing project 153116.

ATTACHMENTS

#1 - Tabulation of Bids
#2 - Registration No. CA DIR
#3 - Bid Package – Toro Enterprises
#4 - OSHA Report
#5 – Subcontractors
#6 - References
#7 – Certificate of Publication-Public Notice
#8 - Staff Report –Council Approval to Bid

UD15-07-Pleasant Valley Estates Neighborhood Street Resurfacing

Owner: City of Oxnard

Bid Opening: 09/16/15 — * marks an allowance

					Toro Enterprises, Inc.		Hardy and Harper Inc		Granite Construction		All American Asphalt	
					2101 E Ventura Blvd Oxnard, CA 93036 US **Bidder Status:** Valid **Comment:** Low Bidder		1312 E. Warner Ave Santa Ana , CA 92705-541 US **Bidder Status:** Valid		5335 Debbie Lane Santa Barbara, CA 93111 US **Bidder Status:** Valid		400 E 6th St Corona, CA 92878 US **Bidder Status:** Valid	
UD15-07-Pleasant Valley Estates Neighborhood Street Resurfacing					Bidder #1		#2		#3		#4	
Item #	*Item Code*	*Item Description*	*Quantity*	*Unit of Measure*	*Unit Price*	*Item Total*	*Unit Price*	*Item Total*	*Unit Price*	*Item Total*	*Unit Price*	*Item Total*
1	1001-3	MOBILIZATION - DEMOBILIZATION	1	LS	$90,000.00	$90,000.00	$77,000.00	$77,000.00	$81,045.00	$81,045.00	$79,690.00	$79,690.00
2	1505-3	TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY	1	LS	$50,000.00	$50,000.00	$57,000.00	$57,000.00	$43,327.00	$43,327.00	$75,000.00	$75,000.00
3	1800-3	STORM WATER POLLUTION PREVENTION PLANS	1	LS	$8,300.00	$8,300.00	$3,398.20	$3,398.20	$3,800.00	$3,800.00	$25,000.00	$25,000.00
4	1110-3	COLD MILL AC PAVEMENT -2-IN. MAX	58000	SY	$1.45	$84,100.00	$1.38	$80,040.00	$1.95	$113,100.00	$2.00	$116,000.00
5	1120-4	UNCLASSIFIED EXCAVATION	165	CY	$65.00	$10,725.00	$77.00	$12,705.00	$88.00	$14,520.00	$80.00	$13,200.00
6	1130-4	CLASS 2 AGGREGATE BASE	130	TN	$50.00	$6,500.00	$77.00	$10,010.00	$35.00	$4,550.00	$70.00	$9,100.00
7	1150-10	ASPHALT CONCRETE, TYPE III -DGAC B2 PG 64-10	100	TN	$130.00	$13,000.00	$113.00	$11,300.00	$126.00	$12,600.00	$200.00	$20,000.00
8	1150-10	ASPHALT CONCRETE, TYPE III -DGAC C2 PG 64-10	50	TN	$140.00	$7,000.00	$113.00	$5,650.00	$137.00	$6,850.00	$80.00	$4,000.00
9	1150-10	ASPHALT CONCRETE, TYPE III DGAC D2 PG 64-10	470	TN	$105.00	$49,350.00	$113.00	$53,110.00	$142.00	$66,740.00	$120.00	$56,400.00
10	1151-3	ASPHALT RUBBER AGGREGATE MEMBRANE -ARAM	18500	SY	$5.20	$96,200.00	$6.00	$111,000.00	$5.10	$94,350.00	$4.50	$83,250.00
11	1152-10	ASPHALT RUBBER HOT MIX -ARHM GG-C PG 64-16	10450	TN	$88.00	$919,600.00	$84.00	$877,800.00	$93.00	$971,850.00	$88.00	$919,600.00
12	1160-5	SLURRY SEAL TYPE II -RAP	18500	SY	$2.05	$37,925.00	$3.00	$55,500.00	$2.75	$50,875.00	$1.65	$30,525.00
13	1174-6	REMOVE AND REPLACE PCC DRIVEWAY	865	SF	$18.00	$15,570.00	$14.00	$12,110.00	$14.00	$12,110.00	$9.00	$7,785.00
14	1174-6	REMOVE AND REPLACE PCC SIDEWALK	5310	SF	$6.50	$34,515.00	$6.78	$36,001.80	$9.00	$47,790.00	$6.00	$31,860.00
15	1174-6	REMOVE AND REPLACE PCC CROSS GUTTER AND SPANDREL	3100	SF	$22.00	$68,200.00	$14.00	$43,400.00	$18.00	$55,800.00	$16.50	$51,150.00
16	1174-6	INSTALL PCC CURB RAMP, CASE A TYPE 3	12	EA	$2,500.00	$30,000.00	$3,500.00	$42,000.00	$1,800.00	$21,600.00	$4,000.00	$48,000.00
17	1174-6	INSTALL PCC CURB RAMP, CASE A TYPE 6	9	EA	$3,000.00	$27,000.00	$3,500.00	$31,500.00	$2,700.00	$24,300.00	$4,000.00	$36,000.00
18	1174-6	INSTALL PCC CURB RAMP, CASE B TYPE 1	3	EA	$1,500.00	$4,500.00	$3,500.00	$10,500.00	$1,800.00	$5,400.00	$4,000.00	$12,000.00
19	1174-6	INSTALL PCC CURB RAMP, CASE B TYPE 2	14	EA	$2,000.00	$28,000.00	$3,500.00	$49,000.00	$1,800.00	$25,200.00	$4,000.00	$56,000.00
20	1174-6	REMOVE AND REPLACE PCC CURB AND GUTTER -TYPE A2-6	2000	LF	$40.00	$80,000.00	$50.00	$100,000.00	$40.00	$80,000.00	$51.00	$102,000.00
21	1174-6	INSTALL 24-INCH ROOT BARRIER	700	LF	$24.50	$17,150.00	$24.00	$16,800.00	$23.00	$16,100.00	$19.00	$13,300.00
22	1174-6	GRIND PCC SIDEWALK	100	LF	$27.00	$2,700.00	$24.00	$2,400.00	$23.00	$2,300.00	$10.00	$1,000.00

					Toro Enterprises, Inc.		Hardy and Harper Inc		Granite Construction		All American Asphalt	
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
23	1185-3	ADJUST MANHOLE COVER TO FINISHED GRADE	75	EA	$700.00	$52,500.00	$900.00	$67,500.00	$650.00	$48,750.00	$650.00	$48,750.00
24	1185-3	ADJUST WATER VALVE COVER TO FINISHED GRADE	122	EA	$575.00	$70,150.00	$380.00	$46,360.00	$450.00	$54,900.00	$360.00	$43,920.00
25	1185-3	ADJUST SURVEY MONUMENT COVER TO FINISHED GRADE	35	EA	$500.00	$17,500.00	$380.00	$13,300.00	$450.00	$15,750.00	$465.00	$16,275.00
26	1515-3	INSTALL STOP PAVEMENT MARKING - T	39	EA	$130.00	$5,070.00	$125.00	$4,875.00	$141.00	$5,499.00	$150.00	$5,850.00
27	1515-3	INSTALL SLOW PAVEMENT MARKING - T	4	EA	$130.00	$520.00	$125.00	$500.00	$141.00	$564.00	$150.00	$600.00
28	1515-3	INSTALL SCHOOL PAVEMENT MARKING -T	4	EA	$183.00	$732.00	$175.00	$700.00	$198.00	$792.00	$225.00	$900.00
29	1515-3	INSTALL XING PAVEMENT MARKING- T	4	EA	$130.00	$520.00	$125.00	$500.00	$141.00	$564.00	$150.00	$600.00
30	1515-3	INSTALL SOLID YELLOW LADDER TYPE CROSSWALK -T	260	SF	$6.25	$1,625.00	$6.00	$1,560.00	$6.80	$1,768.00	$2.50	$650.00
31	1515-3	INSTALL 12-INCH SOLID WHITE -T	1000	LF	$3.15	$3,150.00	$3.00	$3,000.00	$3.40	$3,400.00	$2.00	$2,000.00
32	1515-3	INSTALL 12-INCH SOLID YELLOW -T	480	LF	$3.15	$1,512.00	$3.00	$1,440.00	$3.40	$1,632.00	$2.25	$1,080.00
33	1515-3	INSTALL DETAIL 22 -T	400	LF	$1.55	$620.00	$1.50	$600.00	$1.70	$680.00	$1.60	$640.00
34	1515-3	PAINT CURB RED	500	LF	$1.55	$775.00	$1.50	$750.00	$1.70	$850.00	$1.25	$625.00
35	1515-3	INSTALL BLUE RPM	80	EA	$10.45	$836.00	$10.00	$800.00	$12.00	$960.00	$20.00	$1,600.00
36	1520-3	INSTALL INDUCTIVE TRAFFIC LOOP -6-IN. DIA.	8	EA	$470.00	$3,760.00	$1,000.00	$8,000.00	$450.00	$3,600.00	$525.00	$4,200.00
37	1530-4	REMOVE AND REPLACE STREET NAME SIGN	102	EA	$193.00	$19,686.00	$185.00	$18,870.00	$209.00	$21,318.00	$185.00	$18,870.00
38	1530-4	REMOVE AND REPLACE SIGN POST	44	EA	$115.00	$5,060.00	$125.00	$5,500.00	$124.00	$5,456.00	$115.00	$5,060.00
39	1530-4	RE-INSTALL R1-1 TRAFFIC SIGN	32	EA	$130.00	$4,160.00	$110.00	$3,520.00	$141.00	$4,512.00	$125.00	$4,000.00
				Bid List Total		**$1,868,511.00**		**$1,876,000.00**		**$1,925,202.00**		**$1,946,480.00**
				Total Bid Amount -VERIFIED		**$1,868,511.00**		**$1,876,000.00**		**$1,925,202.00**		**$1,946,480.00**

ATTACHMENT 1
PAGE 2 OF 3

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	Toro Enterprises, Inc.	Hardy and Harper Inc	Granite Construction	All American Asphalt
Listed Subs	**All American Asphalt** 400 E 6th St Corona, CA 92878 **Case Land Survey** 614 Eckhoff Street Orange, CA **Chrisp Co.** 2280 S Lilac Ave Bloomington, CA 92316 **Manhole Adjusting, Inc.** 9500 Beverly Rd Pico Rivera, CA 90660 **Taft Electric Seat #2** 1694 Eastman Ave Ventura, CA 93003 **Tree Smith Enterprises** Anaheim, CA 92809	**All American Asphalt** 400 E 6th St Corona, CA 92878 **Case Land Survey** 614 Eckhoff Street Orange, CA **Chrisp Co.** 2280 S Lilac Ave Bloomington, CA 92316 **EBS Utilities** 1320 E 6th St #100 Corona, CA 92879 **Manhole Adjusting, Inc.** 9500 Beverly Rd Pico Rivera, CA 90660 **Taft Electric Seat #2** 1694 Eastman Ave Ventura, CA 93003	**All American Asphalt** 400 E 6th St Corona, CA 92878 **Chrisp Co.** 2280 S Lilac Ave Bloomington, CA 92316 **J Mack Enterprises** PO Box 7600 Visalia, CA 93277 **Manhole Adjusting, Inc.** 9500 Beverly Rd Pico Rivera, CA 90660 **Inc.** 800 E Walnut Ave Fullerton, CA 92831	**AMERICAN PAVEMENT SYSTEMS** 1012 11TH STREET SUITE 1000 Modesto, CA 95354 **Superior Pavement Marking** 5312 Cypress St Cypress, CA 90630 **Tree Smith Enterprises** Anaheim, CA 92809

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ATTACHMENT 1
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Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016

PWC Registration Number: example: 1234567890

Contractor Legal Name: Toro Enterprises, Inc. Contractor License Lookup

License Number: example: 606309 (CSLB)

County: Select County

Search Reset

Search Result
One registered

Details	Legal N
View	TORO

About
Who w
DIR Di
Contac

1000002410 Contractor Details

Contractor Information | Legal Entity Information | Workers' Compensation

Legal Name
TORO ENTERPRISES, INC.

Legal Entity Type
CORPORATION

Trade Name

License Number(s)
CSLB :710580

Mailing Address
P.O. BOX 6285
OXNARD, CA 93031

Physical Address
2101 E. VENTURA BLVD.
OXNARD, CA 93036

Email Address
JERRY@TOROENTERPRISES.COM

ATTACHMENT 2
PAGE 1 OF 8

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
TORO ENTERPRISES, INC.	1000002410	VENTURA	OXNARD	06/17/2015	06/30/2016

ATTACHMENT 2
PAGE 2 OF 8

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
CASE LAND SURVEYING, INC.	1000001533	ORANGE	ORANGE	06/05/2015	06/30/2016

ATTACHMENT 2
PAGE 3 OF 8

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
CHRISP COMPANY	1000000306	ALAMEDA	FREMONT	06/12/2015	06/30/2016

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
TAFT ELECTRIC COMPANY	1000000149	VENTURA	VENTURA	06/24/2015	06/30/2016

ATTACHMENT 2
PAGE 5 OF 8

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
TREESMITH ENTERPRISES, INC.	1000001838	ORANGE	ANAHEIM	06/08/2015	06/30/2016

ATTACHMENT 2
PAGE 6 OF 8

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
ALL AMERICAN ASPHALT	1000001051	RIVERSIDE	CORONA	06/09/2015	06/30/2016

ATTACHMENT 2
PAGE 7 OF 8

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
MANHOLE ADJUSTING INC.	1000004104	LOS ANGELES	PICO RIVERA	06/05/2015	06/30/2016

ATTACHMENT 2
PAGE 8 OF 8

CITY OF OXNARD
SPECIFICATION NUMBER UD15-07

BID DOCUMENTS (BLUE SHEETS)
FOR

PROJECT TITLE: – UD15-07 –Pleasant Valley Estates Neighborhood Street Resurfacing

BRIEF DESCRIPTION OF PROJECT: Pleasant Valley Estates Neighborhood Street Resurfacing – Work consist of resurfacing of existing asphalt concrete pavement; including milling of existing asphalt concrete pavement; placement and compaction of asphalt concrete; ARAM cape seal; excavation & reconstruction of failed areas; concrete work; adjust utility covers to finished grade; removal & replacement of street name signs; and traffic & pavement striping.

Specification Number UD15-07 includes 18 pages of bid documents. Drawing No. 14-36A includes 14 sheets of plans.

Work must begin within 14 calendar days after the Notice to Proceed is issued. Work is to be complete in 80 working days. Liquidated damages will be assessed at $2,500.00 per calendar day.

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

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

Name Toro Enterprises, Inc.

Physical Address 2101 E. Ventura Blvd. Oxnard, CA 93036

Mailing Address PO Box 6285

City Oxnard State CA Zip Code 93030

Telephone No. 805.483.4515 Fax No. 805.483.2001

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

ATTACHMENT 3
PAGE 1 OF 34

PROJECT OVERVIEW

The following description of the amount of work to be done and materials to be furnished by the contractor is an approximation provided for your use in preparing a bid. The City of Oxnard does not expressly or by implication warrant that the actual amount of work or materials awarded will correspond therewith. The City reserves the right to increase or decrease the amount of any class or portion of the work or materials or to delete any of the work or materials, as the City deems necessary or expedient. If the description includes more than one job, the City may decide to award a contract for only one or less than all of the jobs included in the bid submitted.

DESCRIPTION

The work includes mobilization/demobilization; traffic control; storm water pollution prevention plan; cold mill AC pavement; unclassified excavation; aggregate base Class 2; asphalt concrete Type III; asphalt rubber aggregate membrane (ARAM); asphalt rubber hot mix (ARHM); crack fill; slurry seal type II (RAP); remove & replace PCC cross gutter & spandrel; remove & replace PCC sidewalk; remove & replace PCC curb & gutter; install 24" root barrier; remove & replace PCC driveway; adjust manhole cover to finished grade; adjust water valve cover to finished grade; adjust survey monument cover to finished grade; install traffic striping & pavement markings; remove & replace street name signs and post; re-install traffic signs; miscellaneous work and existing facilities; and all incidental and appurtenant improvements and restorations specified on the Plans and herein these Special Provisions.

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

CITY OF OXNARD
SPECIFICATION NUMBER UD15-07

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Toro Enterprises, Inc

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	UNIT COST	TOTAL
	STREET IMPROVEMENTS					
1	Mobilization/Demobilization	1001-3	LS	1	$90,000.-	$ 90,000.-
2	Traffic Control And Public Convenience And Safety	1505-3	LS	1	$50,000.-	$ 50,000.-
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	$8300.-	$ 8,300.-
4	Cold Mill AC Pavement (2" Max)	1110-3	SY	58,000	$ 1.45	$ 84,100.-
5	Unclassified Excavation	1120-4	CY	165	$ 65.-	$ 10,725.-
6	Class 2 Aggregate Base	1130-4	TN	130	$ 50.-	$ 6500
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	100	$ 130.-	$ 13,000.-
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	50	$ 140.-	$ 7,000.-
9	Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	1150-10	TN	470	$ 105.-	$ 49,350.-
10	Asphalt Rubber Aggregate Membrane (ARAM)	1151-3	SY	18,500	$ 5.20	$ 96,200.-
11	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152-10	TN	10,450	$ 88.-	$ 919,600.-
12	Slurry Seal Type II (RAP)	1160-5	SY	18,500	$ 2.05	$ 37,925.-
13	Remove And Replace PCC Driveway	1174-6	SF	865	$ 18.-	$ 15,570.-
14	Remove And Replace PCC Sidewalk	1174-6	SF	5,310	$ 6.50	$ 34,515.-
15	Remove And Replace PCC Cross Gutter & Spandrel	1174-6	SF	3,100	$ 22.-	$ 68,200.-
16	Install PCC Curb Ramp, Case A Type 3	1174-6	EA	12	$ 2,500.-	$ 30,000.-
17	Install PCC Curb Ramp, Case A Type 6	1174-6	EA	9	$ 3,000.-	$ 27,000.-
18	Install PCC Curb Ramp, Case B Type 1	1174-6	EA	3	$ 1,500.-	$ 4500.-
19	Install PCC Curb Ramp, Case B Type 2	1174-6	EA	14	$ 2,000.-	$ 28,000.-
20	Remove And Replace PCC Curb And Gutter (Type A2-6)	1174-6	LF	2,000	$ 40.-	$ 80,000.-

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

ATTACHMENT 3
PAGE 3 OF 24

CITY OF OXNARD
SPECIFICATION NUMBER UD15-07

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Toro Enterprises, Inc.

ITEM NO:	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	UNIT COST	TOTAL
	STREET IMPROVEMENTS					
21	Install 24-Inch Root Barrier	1174-6	LF	700	$24.50	$17,150.-
22	Grind PCC Sidewalk	1174-6	LF	100	$27.-	$2,700
23	Adjust Manhole Cover To Finished Grade	1185-3	EA	75	$700.-	$52,500.-
24	Adjust Water Valve Cover To Finished Grade	1185-3	EA	122	$575.-	$70,150.-
25	Adjust Survey Monument Cover To Finished Grade	1185-3	EA	35	$500.-	$17,500.-
26	Install "STOP" Pavement Marking (T)	1515-3	EA	39	$130.-	$5,070.-
27	Install "SLOW" Pavement Marking (T)	1515-3	EA	4	$130.-	$520.-
28	Install "SCHOOL" Pavement Marking (T)	1515-3	EA	4	$183.-	$732.-
29	Install "XING" Pavement Marking (T)	1515-3	EA	4	$130.-	$520.-
30	Install Solid Yellow Ladder Type Crosswalk (T)	1515-3	SF	260	$6.25	$1,625.-
31	Install 12" Solid White (T)	1515-3	LF	1,000	$3.15	$3,150.-
32	Install 12" Solid Yellow (T)	1515-3	LF	480	$3.15	$1,512.-
33	Install Detail 22 (T)	1515-3	LF	400	$1.55	$620.-
34	Paint Curb Red	1515-3	LF	500	$1.55	$775.-
35	Install Blue RPM	1515-3	EA	80	$10.45	$836.-
36	Install Inductive Traffic Loop (6-Inch Dia.)	1520-3	EA	8	$470.-	$3,760.-
37	Remove And Replace Street Name Sign	1530-4	EA	102	$193.-	$19,686.-
38	Remove And Replace Sign Post	1530-4	EA	44	$115.-	$5,060.-
39	Re-Install R1-1 Traffic Sign	1530-4	EA	32	$130.-	$4,160.-
				GRAND TOTAL	$1,868,511.-	

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

B-3A

ATTACHMENT 3
PAGE 4 OF 24

CITY OF OXNARD
SPECIFICATION NUMBER UD15-07

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL SUBMITTED - $ _____

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

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

The following addenda are acknowledged and attached:

NO.	DATED	NO.	DATED
N/A	N/A	NONE	
		N/A	

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

DATED 9/15/15 AT Oxnard, CA

COMPANY NAME Toro Enterprises, Inc.

SIGNATURE _____ TITLE President
Sean Castillo (Sole Owner, Partner, Corporate Officer)*

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

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

CITY OF OXNARD
SPECIFICATION NUMBER UD15-07

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Toro Enterprises, Inc.

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

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

B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must *be provided* now or via *fax (805 385-8360)* within 24 hours *of bid opening-*	
			STATE LICENSE & CA DIR Registration Number	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OFWORK	NUMBERS	CLASS
1. All-American Asphalt	400 E. Sixth St. Corona, CA	Type 2 wrap slurry	267073 1000001051	A
2. Tree Smith Enterprises	1551 N. Miller St. Anaheim, CA	Install 24" Root Barrier	802705 1000001838	C-27
3. Manhole Adjusting, Inc.	9500 Beverly Rd. Pico Rivera	ARAM	398443 1000004104	A
4. Caseland Surveying	614 N. Eckhoff St. Orange, CA	Surveying & Monument Tie-Outs	L5411 1000001533	LS

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

CITY OF OXNARD
SPECIFICATION NUMBER UD15-07

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Toro Enterprises, Inc.

The information requested below must be filled out completely.			This information must *be provided* now or via *fax (805 385-8360)* within 24 hours *of bid opening-*	
			STATE LICENSE & CA DIR Registration Number	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OFWORK	NUMBERS	CLASS
5. Taft Electric Company	1694 Eastman Ave Ventura, CA	Traffic Loops	772245	C-10
6. Chrisp Company	2280 S. Lilac Ave. Bloomington, CA	Striping, Marking Signes, Striping Removal	374600 1000000306	A, C-32
7.				
8.				
9.				
10.				

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

CITY OF OXNARD
SPECIFICATION NUMBER UD15-07

REFERENCES

BIDDER'S NAME Toro Enterprises, Inc.

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

Project Description		
*Please See Attached		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone

SIGNATURE OF BIDDER

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

ENTERPRISES INC.

GENERAL ENGINEERING CONTRACTORS

REFERENCE LIST

Contract With: County of Ventura
Contact: Ariel Baraza (805) 654-2058
Brief Description: Cold Milling, AC Taper with Key, ARHM Overlay
Project: Pavement Resurfacing-Meiners Oaks Area
Owner: County of Ventura
Contract Amount: $1,483,512.00
Completed: 4/2013

Contract With: City of Ventura
Contact: Ernie Ferrer (805) 677-3905
Brief Description: Cold Milling, ARHM Overlay, PCC Cross gutters, C&G, Sidewalk
Project: Street Resurfacing (Phase ll) Fairview Drive Neighborhood
Owner: City of Ventura
Contract Amount: $532,144.00
Completed: 1/2013

Contract With: County of Ventura - 800 S. Victoria Ave., Ventura, CA 93009
Contact: Ariel Braza (805) 654-2058
Description: Cold Milling, ARHM Overlay, Shoulder Backing, PCC Curb & Gutter

Owner: County of Ventura
Contract Amount: $1,393,297.00
Completed: 9/2013

Contract With: City of Santa Clarita - 23920 Valencia Blvd. Santa Clarita, CA 91355
Contact: Bill Whitlach (661) 255-4933
Description: 18,547TN ARHM, (TMO) 7,573TN, AC 5,500TN
Project: 2012-2013 Overlay-Slurry Seal Project

Contract Amount: $3,892,036.00
Completed: 12/2013

ATTACHMENT 3
PAGE 9 OF 24

Contact: Raymond Williams (805) 385-7902
Description: ARHM 7,643TN, AC 2,611TN, Cold Mill, 600 LF C&G
Project: Del Norte Blvd. Improvements
Owner: City of Oxnard

Completed: 11/2013

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd., Simi Valley, CA 93063

Description: ARHM Overlay and Concrete Improvements
Project: 2012-13 Major Streets Pavement Rehabilitation
Owner: City of Simi valley

Completed: 10/2013

Contract With: City of Ventura - 501 Poli Street, Ventura, CA 93001
Contact: Ernie Ferrer (805-677-3905)
Brief Description: Cold Mill, ARHM 5,900 tons, Concrete Pavement Repairs, Access Ramps
Project: Main Street Resurfacing
Owner: City of Ventura
Contract Amount: $1,500,877.00
Start Date: 1/2012
Completion: 10/2012

Contract With: City of Compton - 205 S. Willowbrook Ave., Compton, CA 90220
Contact: Kambiz Shoghi (310) 605-6242
Brief Description: AC Paving 4,000 tons, Cold Mill 190,000sf, Curb & Gutter and Sidewalk R&R
Project: Greenleaf Street Improvement Project
Owner: City of Compton
Contract Amount: $443,350.00
Start Date: 4/2012
Completion: 8/2012

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd. Simi Valley Ca. 93063
Contact: Bob Krock
Brief Description: Grind, Conventional AC Overlay 11,000 tons, Asphalt digouts, Concrete Repairs
Project: FY 2009-10 Annual Minor Street Rehabilitation Project
Owner: City of Simi Valley
Contract Amount: $1,643,666.00
Start Date: 7/2010
Completed: 2011

Contract With: United Water Conservation District - 106 North 8th Street, Santa Paula, CA 93060
Contact:
Brief Description: Pulverize, Grade & Compact Roadway, AC Paving, Asphalt Overlay, Asphalt Swale and Shoulder Backing
Project: Lake Piru Recreation Area 2011 Asphalt Pavement Repairs
Owner: United Water Conservation District
Contract Amount: $320,429.00
Start Date: 2/2011
Completion: 5/2011

Contract With: City of Burbank - 301 East Olive Street, Burbank, CA 91502
Contact: (818)-238-3946
Brief Description: Asphalt paving 3,250 tons, R&R Concrete, Utility Adjustment
Project: Various Residential Street Improvement Project
Owner: City of Burbank
Contract Amount: $569,351.00
Start Date: 4/2011
Completion: 10/2011

Contract With: City of Oxnard - 305 W. Third Street, Oxnard, CA 93030
Contact: Raymond Williams (805) 385-7902
Brief Description: ARHM Overlay, Reconstruct Alleys, Concrete Repairs, Relace Waterline & Valves
Project: Bartolo Square South Phase II
Owner: City of Oxnard
Contract Amount: $2,478,801.00
Start Date: 3/2011
Completion: 3/2012

Contract With: County of Ventura - 800 South Victoria Ave., Ventura, CA 93009
Contact: Ariel Baraza (805) 654-2058
Brief Description: Pavement Rehab, R&R Curb and Sidewalk, ARHM Overlay, Shoulder Backing
Project: Pavement Rehabilitation Piru Area Phase 1
Owner: County of Ventura
Contract Amount: $1,528,217.00
Start Date: 12/2010
Completion: 9/2011

CITY OF OXNARD
SPECIFICATION NUMBER UD15-07

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATION

BIDDER'S NAME Taro Enterprises, Inc.

The bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

   Yes _____ No X

2. If yes, explain the circumstances.

_____

_____

_____

_____

_____

_____

_____

SIGNATURE OF BIDDER

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

CITY OF OXNARD
SPECIFICATION NUMBER UD15-07

BIDDER'S AFFIDAVIT

PROJECT UD15-07 - Pleasant Valley Estates Neighborhood Street Resurfacing

I depose and say that I am Sean Castillo, President
(Print or type name and title)

of Toro Enterprises, Inc.
(Name of Company)

2101 E. Ventura Blvd. Oxnard, CA 93036
(Address) (City) (State) (Zip Code)

Contractor's CA DIR Registration Number (Per SB854): _____

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

Contractor's License No. 710580 FED TAX I.D. # 77-0396663

Classification: A

Contractor's License Expiration Date: 8/31/17

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

Data Universal Numbering System (D-U-N-S #): 961950441

Whoever submits this bid to the City of Oxnard declares:

1. That the bidder has read these specifications, will abide by and agrees to the conditions herein, has carefully examined the project plans and does hereby agree to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the schedule of work and prices.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda listed on Page B-4 of these bid documents are acknowledged and attached.

4. That the bidder, as principal, acknowledges being bound by the following bid bond when completed by the surety.

Dated 9/15/15 at Oxnard, California.

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

(CORPORATE SEAL)

SIGNATURE

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

CITY OF OXNARD
SPECIFICATION NUMBER UD15-07
BIDDER'S QUESTIONNAIRE

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

EVALUATION ELEMENTS			
	Standard Bidder Questions (applies to all bids)	**Yes**	**No**
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated on Page F-0?	✓	
2	Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on a public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LD assessment.		✓
3	Has the Bidder's insurance or a Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of all cancellations and the contact information for all insurance companies that cancelled coverage. Insurance includes all insurance coverages of any kind, including commercial, general liability, fire and casualty, and workers' compensation.		✓
4	Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information and state the date and amount of each claim paid.		✓
5	Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (DLSE)? If so, provide the date(s) of investigations and the contact information for the DLSE.		✓
6	Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the jurisdiction, date and case number for each court case.		✓
7	Within the past 5 years, have stop notices been filed with any government agency on any project performed by Bidder or any Related Company? If so, please provide the following information for each stop notice: contact information for each claimant, amount of the claim, amount, if any, paid to settle the claim, date of the claim and the date of payment of the claim.		✓
8	Has Bidder or any Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the case.		✓
9	Has Bidder or a Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the contact information for the agency.		✓
10	Has Bidder or any Related Company ever been found to be a non-responsible bidder by an agency or debarred? If so, provide the date and name of each and explain the circumstances.		✓
11	Provide the name, date, contact information and approximate amount of contract and a description of work performed for each job performed by Bidder in the last 3 years involving work of the type for which this contract is being let.	✓	
12	Has Bidder or a Related Company within the past 5 years been investigated by OSHA or had an OSHA violation that resulted in a citation or other actions be taken against the company.	✓	
13	Prime Contractor and all of their listed Subcontractors MUST be registered with the DIR as required by SB 854	✓	

Contractor Officer's Signature: _____ President _____ Title

9/15/15 _____ Date

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

CITY OF OXNARD
SPECIFICATION NUMBER UD15-07

ATTACHMENT
(TO BE USED WHEN SMALL LOCAL BUSINESS PURCHASING PREFERENCE IS BEING REQUESTED)

BIDDER'S CERTIFICATION

The undersigned hereby certifies under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the Contractor's bid, all of whom have subcontracted with or will subcontract with the Contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard.

Please refer to City of Oxnard Ordinance No. 2852, included in this Specification, to verify that your company is eligible for this Small Local Business Purchasing Preference Program.

Please note that under Ordinance No. 2852, you may be subject to audit and may be required to provide proof of compliance with the requirements of the Ordinance. You will be subject to penalties, including debarment from bidding on City Contracts, for falsely claiming to be a Small Local Business under the Ordinance.

By: N/A

Title: _____

Firm: _____

Date: _____

*If no Small Local Business Purchasing Preference is being requested this form is not required to be completed and submitted with bid documents.

SPECIFICATION NUMBER UD15-07

SMALL LOCAL BUSINESS PURCHASING PREFERENCE

The following information is required upon submission of any bid seeking the Small Local Business Purchasing Preference.

N/A, _____

(Vendor Name) (Date)

_____

(Address of Principal Business Office)

_____, _____

(Business Phone) (Email Address)

_____

(Date Principal Business Address Established)

_____, _____

(Prior Principal Business Address – if any) (Date Established)

_____

(City Business Tax ID Number)

_____

(Number of Employees)

_____

(Number of Employees Whose Home Address is in Oxnard For at Least 90 Days Prior to Submission of This Bid. Attach List of Current Employees and Addresses.)

_____, _____, _____

(Gross Receipts for Prior 3 Years)

Note: Upon receipt by the City of Oxnard, this document becomes a public record accessible under the Request for Public Records Act.

B-22A

ATTACHMENT 3
PAGE 16 OF 24

THIS FORM MUST BE FULLY COMPLETED AND INCLUDED WITH THE BID DOCUMENTS OR THE BID SHALL BE NON-RESPONSIVE.

DESIGNATION/CERTIFICATION OF ASPHALT-RUBBER BINDER APPLICATOR(S)

BIDDER proposes to have Asphalt-Rubber **BINDER** for **ARAM** (application) applied by:

Manhole Adjusting, Inc.
Name/Address

This section shall be completed even if the bidder plans to apply Asphalt-Rubber binder with its own equipment and labor forces. Name above must be the actual company applying the Asphalt-Rubber binder on the roadway.

Bidder shall attach to this form copies of all required local air pollution control district or air quality management district permit to operate (PTO) documents which allow the operation of the specific equipment to be used to control emissions during the application of Asphalt-Rubber binder on the roadway (the "Application"). Such Application in a manner conforming with these project specifications has been indisputably determined to be in non-compliance with California air quality regulations limiting opacity of emissions, unless a **permitted emission control device** is used during the Application to directly remove emissions occurring during Application. It is for that device, which may be described as an air filter, custom air pollution control system, portable air pollution control, opacity control unit, emission control unit consisting of collection hood and 3-stage oil mist filter system, or other similar description **for which a copy of a PTO must be provided** from the local air pollution control district or air quality management district.

If the bidder fails to fully complete this portion of the bid and provide the foregoing documentation, the bid is non-responsive and shall be rejected.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the requirements contained in this form. I further certify that all information provided in response to this form is true and accurate to the best of my knowledge and belief.

Sean Castillo, President — Print Name, Title
Signature of Bidder
9/15/15 — Date

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

THIS FORM MUST BE INCLUDED AND FULLY COMPLETED WITH THE BID OR THE BID SHALL BE CONSIDERED NON-RESPONSIVE.

DESIGNATION/CERTIFICATION OF ASPHALT-RUBBER AND AGGREGATE MEMBRANE CONTRACTOR AND/OR SUBCONTRACTOR(S)

Bidder proposes to have the ARAM installed by:

Manhole Adjusting, Inc.

This section shall be completed even if the apparent low bidder plans to produce and install ARAM with its own forces. Name of Contractor and/or Subcontractor(s) shall be the actual company(ies) applying the binder and aggregate.

For any bid to be considered responsive, performance criteria must be demonstrated on five separate projects performed by the same contractor or subcontractor(s) designated above, and with equivalent aggregate and binder proposed for the ARAM in this bid. Two years shall have elapsed since completion of the ARAM surface on each project. To be considered a valid representative project, bidder must submit the name of the project, owner agency, agency representative's name and phone number, and a list of streets with limits totaling at least 1 mile (based on full width) in length for each project and the date the project was actually performed. A project will be considered a valid representative project if an asphalt emulsion spray application was originally placed with or without an application of sand, within 15 calendar days of the application of ARAM. Any other cover coat or course on the ARAM will cause the ARAM to be considered invalid as a representative project. ARAM on all projects must show insignificant raveling (loss of rock) and insignificant flushing (binder migration to the surface) at time of inspection by the Agency. Bidder shall verify any proposed representative projects prior to listing a subcontractor with such projects, or the bid will be considered non-responsive. If the Bidder cannot list in the space provided five projects that meet the criteria specified herein that were performed by the proposed ARAM contractor or subcontractor(s), the bid shall be considered non-responsive.

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

Representative ARAM Projects

Name of Project No. 1 11-2M2704 (RTE 111) Date Completed May 2012
Agency Caltrans Agency Contact Shawn Rizzutto
Phone (760) 355-8666 Approx. Length of ARAM (Full width) 19 Full Width Miles

Name of Project No. 2 11-2M1044 (RTE 8) Date Completed May 2010
Agency CalTrans Agency Contact Shawn Rizzutto
Phone (760) 355-8666 Approx. Length of ARAM (Full width) 18 Full Width Miles

Name of Project No. 3 11-277604 (RTE 78) Date Completed May 2009
Agency CalTrans Agency Contact Shawn Rizzutto
Phone (760) 355-8666 Approx. Length of ARAM (Full width) 19.10 Full Width mi.

Name of Project No. 4 11-287404 (RTE 115) Date Completed May 2008
Agency CalTrans Agency Contact Shawn Rizzutto
Phone (760) 355-8666 Approx. Length of ARAM (Full width) 14 Full Width mi.

Name of Project No. 5 Street Improvements R-04-1 Date Completed Nov. 2004
Agency City of West Morland Agency Contact Joel Hamby
Phone (760) 004-7724 Approx. Length of ARAM (Full width) 1.40 Full Width mi.

Signature of Bidder Sean Castillo President Title 9/15/15 Date

END OF CONTRACTOR'S CERTIFICATION OF QUALIFICATION

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

Ventura County
Air Pollution
Control District

669 County Square Drive
Ventura, California 93003

tel 805/645-1400
fax 805/645-1444
www.vcapcd.org

Michael Villegas
Air Pollution Control Officer

PERMIT TO OPERATE
Number 01025

Valid April 1, 2015 to March 31, 2016

This Permit Has Been Issued To The Following:

Company Name / Address:

Manhole Adjusting Contractors
9500 Beverly Road
Pico Rivera, CA 90660-2135

Facility Name / Address:

Manhole Adjusting Contractors
Portable Rubber Asphalt Plant
Ventura County, CA

Permission Is Hereby Granted To Operate The Following:

Portable Asphalt Rubber Blending System (Screw conveyors, blender turn paddles, and pumps are hydraulically driven by internal combustion engines that are registered in the Statewide Portable Equipment Registration Program.)

1 - Blender, which includes: Receiving Hopper with Screw Conveyor, Screw Conveyor, Lifting Screw Conveyor, Hopper with Screw Conveyor, and Blender
1 - 8.4 MMBTU/hr Sur-lite Corporation, Model TB-600-S, Process Heater, equipped with four independent burners rated at 2.1 MMBTU/hr heat input, propane fired, for 12,000 gallon capacity Nurse Tank
2 - 4.2 MMBTU/hr Process Heaters, each equipped with two propane fired burners rated at 2.1 MMBTU/hr for Product Transport Truck Shuttle Trailers
1 - 1.13 MMBTU/hr Childers Process Heater, propane fired, equipped with a CEI 800A burner, for 12,000 gallon capacity Heat Tank (#0716)
1 - 2.1 MMBTU/hr Childers Process Heater, propane fired, equipped with CEI 1500 burner, for 20,000 gallon capacity Heat Tank (#0718)
1 - 2.1 MMBTU/hr Childers Process Heater, propane fired, equipped with CEI 1500 burner, for 30,000 gallon capacity Heat Tank (#0719)
1 - 2.1 MMBTU/hr CEI Process Heater, propane fired, equipped with CEI 1500 burner, for 20,000 gallon capacity Heat Tank (#0725)
1 - 2.1 MMBTU/hr CEI Process Heater, propane fired, equipped with CEI 1500 burner, for 25,000 gallon capacity Heat Tank (#0730)
2 - Opacity Control Units (#802 and #803), each consisting of a collection hood, Farr Company Model No. TM-33 filtration units, and exhaust fans.

This Permit Has Been Issued Subject To The Following Conditions:

1. Permitted Emissions Tons/Year Pounds/Hour

Reactive Organics	0.01	0.06
Nitrogen Oxides	0.53	4.40
Particulate Matter	0.02	0.14
Sulfur Oxides	0.04	0.34
Carbon Monoxide	0.09	0.74

2. The annual fuel consumption in Ventura County for the process heaters shall not exceed 56,000 Gal/Yr of propane. Prior to exceeding this limit, the permittee shall apply for, and receive, a permit modification.

   In order to comply with this condition, the permittee shall maintain monthly records of propane consumption. The monthly records shall be summed for the previous 12 months. Totals for any of these 12 month periods in excess of the specified limit shall be considered a violation of this condition.

3. All process heaters shall be fired on propane only.

4. The Nurse Tank 8.4 MMBTU/Hr Process Heater shall be operated in compliance with APCD Rule 74.15.B.2.C which requires that the unit be tuned according to the time interval and procedure established in the rule. Pursuant to Rule 74.15.D.2, tune-up reports shall be submitted to the District Enforcement Section every twelve months.

5. The Nurse Tank 8.4 MMBTU/Hr Process Heater shall be equipped with a totalizing fuel meter in compliance with APCD Rule 74.15.D.1 which requires that this meter be installed for each applicable unit and for each fuel.

6. The Process Heaters associated with the Product Transport Truck Shuttle Trailers and the Heat Tanks shall be operated in compliance with APCD Rule 74.15.1.B.3.a which requires that the unit be tuned according to the time interval and procedure established in the rule. Pursuant to Rule 74.15.1.D.2, tune-up reports shall be submitted to the District Enforcement Section every twelve months.

7. The Process Heaters associated with the Product Transport Truck Shuttle Trailers and the Heat Tanks shall be equipped with a totalizing fuel meter in compliance with APCD Rule 74.15.1.D.1 which requires that this meter be installed for each applicable unit and for each fuel.

8. The Portable Asphalt-Rubber Blending System may be used in conjunction with permitted Hot Mix Asphalt plants or on highway, road, or street construction projects. If the system is used at a permitted Hot Mix Asphalt plant, the stationary source VCAPCD Permit for the HMA plant must include an allowance for the processing of asphalt-rubber materials.

9. The molten asphalt-rubber material shall not come in contact with a flame or products of combustion. This condition is applied as APCD Rule 51, "Nuisance", compliance.

10. All operations shall comply with APCD Rule 50, "Opacity". Pursuant to Rule 50, permittee shall not discharge into the atmosphere any air contaminants for a period or periods aggregating more than three (3) minutes in any one hour which are as dark or darker in shade as that designated as No. 1 on the Ringelmann Chart, or equivalent to 20% opacity and greater.

11. All operations shall comply with APCD Rule 51, "Nuisance". Permittee shall not discharge such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public.

12. The Opacity Control Units shall be operated as necessary on paving projects to comply with Rule 50, "Opacity", and Rule 51, "Nuisance".

    The Opacity Control Units shall be equipped and operated with mechanical gauges to indicate the static pressure differential, in inches of water, across the filter sections. The Opacity Control Units shall be operated and maintained in accordance with manufacturer's specifications.

13. The Portable Asphalt-Rubber Blending System is subject to the emissions limits of VCAPCD Rule 52, Particulate Matter-Grain Loading, and Rule 53, Particulate Matter-Process Weight. Demonstration of compliance with these requirements shall be by CARB Test Method 5. For demonstrating compliance with Rule 52, the total particulate catch shall include the filter catch, probe catch, impinger catch, and the solvent extract, as specified in CARB Method 5. For demonstrating compliance with Rule 53, the total particulate catch shall include the filter catch, probe catch, impinger catch as specified in CARB Method 5. The solvent extract portion of the particulate matter catch shall not be included in the total particulate catch for determining compliance with Rule 53.

14. Any engines used in conjunction with this portable asphalt rubber blending facility shall be registered in the Statewide Portable Equipment Registration Program.

15. The use of the Portable Asphalt Rubber Blending System at a stationary asphalt plant shall not cause any presently permitted asphalt plant to exceed its permitted emissions and its permitted asphalt production rate.

    In order to comply with this condition, the permittee shall calculate, on a monthly or shorter basis, the emissions resulting from the use of all propane fired process heaters (Nurse Tank, Heat Tanks, and Product Transport Truck Shuttle Trailers) and any internal combustion engines by multiplying the propane and diesel fuel use by the following emission factors:

For the heaters (propane):

ROC: 0.25 lbs/1000 gal
NOx: 19.00 lbs/1000 gal
PM: 0.60 lbs/1000 gal
SOx: 1.50 lbs/1000 gal
CO: 3.20 lbs/1000 gal

For the internal combustion engines (diesel):

ROC: 33.15 lbs/1000 gal
NOx: 469.00 lbs/1000 gal or EPA Certified Engine Emission Factors
PM: 33.50 lbs/1000 gal
SOx: 144(S) lbs/1000 gal, where S = % sulfur in diesel fuel
CO: 102.00 lbs/1000 gal

The resulting emissions in tons per year shall be mitigated by lowering the fuel use at the stationary source in such a way that the total emissions from all combustion sources (from the equipment permitted at the stationary source, the portable process heaters, and the portable internal combustion engines) do not exceed the stationary source permitted emissions.

16. The permittee shall maintain records:

a) Monthly, rolling twelve month, and site specific propane consumption for each process heater;
b) Monthly, rolling twelve month, and site specific diesel fuel consumption for each internal combustion engine used in conjunction with this portable asphalt rubber blending system;
c) Monthy and rolling twelve month emissions calculated pursuant to the emission factors of this permit;
d) Monthly and rolling twelve month asphalt rubber production;
e) Tune up reports as required by Rules 74.15 and 74.15.1.

These records shall be compiled monthly, shall be maintained for two years, and shall be made available to APCD personnel upon request. A copy of these records shall also be maintained at an asphalt plant in Ventura County where this permitted equipment is operated.

17. The District shall be notified at least 48 hours prior to operating the above equipment in Ventura County by leaving a message on the District 24-hour message recorder at (805) 654-2797. The notification shall include the following information:

a) Identification of operator and Permit to Operate number (No. 01025).
b) The location (street address and city) and name of facility where the equipment will be operated.
c) The expected starting date and duration of the operations.

18. The equipment on this permit listed as portable shall not be

located at any site for more than 90 days in any 12 month consecutive period. The time period is not restarted by replacement of any equipment at a site with equipment that is intended to perform the same function as the replaced equipment. This condition does not apply to a site where the equipment is stored but not operated.

Within 30 days after receipt of this permit, the permittee may petition the Hearing Board to review any new or modified condition (Rule 22).

This permit, or a copy, shall be posted reasonably close to the subject equipment and shall be accessible to inspection personnel (Rule 19). This permit is not transferable from one location to another unless the equipment is specifically listed as being portable (Rule 20).

This Permit to Operate shall not be construed to allow any emission unit to operate in violation of any state or federal emission standard or any rule of the District.

Terri Thomas
Engineering Division

For:

Michael Villegas
Air Pollution Control Officer

Establishment Search Results

Establishment	Date Range	Office	State
Toro Enterprises Inc.	09/17/2010 to 09/17/2015	all	CA

Please note that inspections which are known to be incomplete will have the identifying Activity Nr shown in italic. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

Sort By: Date | Name | Office | State

Return to Search

Results 1 - 3 of 3

By Date

Get Detail Select All Reset

#	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
1	316671114	09/06/2013	0950643	CA	Accident	Complete	1611	237310	1	Toro Enterprises Inc.
2	314830472	06/11/2012	0950643	CA	Complaint	Partial	1611	237310	2	Toro Enterprises Inc
3	314826553	09/09/2011	0950643	CA	Complaint	Partial	1611	237310	3	Toro Enterprises Inc.

ATTACHMENT 4
Page 1 OF 4

Inspection Detail

Inspection: 316671114 - Toro Enterprises Inc.

Inspection Information - Office: Ca Van Nuys

Nr: 316671114 Report ID: 0950643 Open Date: 09/06/2013

Toro Enterprises Inc.
Avenue K & 7th Street
Lancaster, CA 93534
Union Status: Union
SIC: 1611/Highway and Street Construction, Except Elevated Highways
NAICS: 237310/ Highway, Street, and Bridge Construction
Mailing: P. O. Box 6285, Oxnard, CA 93031

Inspection Type:	Accident			
Scope:	Complete	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Safety	Close Conference:	12/19/2013	
Planning Guide:	Safety-Construction	Close Case:	01/03/2014	
Related Activity:	Type	ID	Safety	Health
	Accident	102787769		

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				1		1
Current Violations				1		1
Initial Penalty				$750		$750
Current Penalty				$750		$750
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
1.	**01001**	Other	1541 E	12/26/2013	12/31/2013	$750	$750	$0		

Accident Investigation Summary

Summary Nr: 202658167 Event: 09/03/2013 Employee Fractures Feet When Caught Between Box And Pipe

On September 03, 2013, Employee #1 was installing a main pipe in a 15 ft deep trench on the street. The pipe lifted catching the employee's feet between the shoring box and the pipe. Coworkers came to his assistance and lifted the pipe off the employee's foot. Employee #1 was taken to Antelope Valley Hospital, where he was treated for fractures to both feet. The employee was hospitalized for two days.

Keywords: installing, pipe, trench, foot, caught between, fracture

	Inspection	Degree	Nature	Occupation
1	316671114	Hospitalized injury	Fracture	Construction laborers

ATTACHMENT 4
PAGE 2 OF 4

Inspection Detail

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 314830472 - Toro Enterprises Inc

Inspection Information - Office: Ca Van Nuys

Nr: 314830472 Report ID: 0950643 Open Date: 06/11/2012

Toro Enterprises Inc
Hwy. 138 In Downtown Little Rock
Palmdale, CA 93535
Union Status: Union
SIC: 1611/Highway and Street Construction, Except Elevated Highways
NAICS: 237310/ Highway, Street, and Bridge Construction
Mailing: Po Box 6285, Oxnard, CA 93031

Inspection Type:	Complaint			
Scope:	Partial	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Safety	Close Conference:	11/28/2012	
Planning Guide:	Safety-Construction	Close Case:		
Related Activity:	Type	ID	Safety	Health
	Complaint	208547430	Yes	

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1			1		2
Current Violations	1			1		2
Initial Penalty	$5,850			$485		$6,335
Current Penalty	$2,250			$250		$2,500
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
1.	**01001**	Other	1541 C01	11/29/2012	12/18/2012	$250	$485	$0	12/21/2012	J - ALJ Decision
2.	**02001**	Serious	15410001 A01	11/29/2012	12/11/2012	$2,250	$5,850	$0	12/21/2012	J - ALJ Decision

Inspection Detail

Inspection: 314826553 - Toro Enterprises Inc.

Inspection Information - Office: Ca Van Nuys

Nr: 314826553 Report ID: 0950643 Open Date: 09/09/2011

Toro Enterprises Inc.
147 N. Brent Rd.
Ventura, CA 93003

Union Status: Union

SIC: 1611/Highway and Street Construction, Except Elevated Highways
NAICS: 237310/ Highway, Street, and Bridge Construction
Mailing: P.O. Box 6285, Oxnard, CA 93031

Inspection Type:	Complaint		
Scope:	Partial	Advanced Notice:	N
Ownership:	Private		
Safety/Health:	Safety	Close Conference:	02/03/2012
		Close Case:	08/07/2012

Related Activity:	Type	ID	Safety	Health
	Complaint	207985425	Yes	

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				3		3
Current Violations				3		3
Initial Penalty				$1,100		$1,100
Current Penalty				$1,100		$1,100
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
1.	**01001**	Other	14300029 A	02/08/2012	02/27/2012	$275	$275	$0		-
2.	**01002**	Other	3395 F03	02/08/2012	02/27/2012	$275	$275	$0		-
3.	**01003**	Other	3395 C	02/08/2012	02/27/2012	$550	$550	$0		-

ATTACHMENT 4
PAGE 4 OF 4

CITY OF OXNARD
SPECIFICATION NUMBER UD15-07

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Toro Enterprises, Inc.

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

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

B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must *be provided* now or via *fax (805 385-8360)* within 24 hours *of bid opening-*	
			STATE LICENSE & CA DIR Registration Number	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OFWORK	NUMBERS	CLASS
1. All-American Asphalt	400 E. Sixth St. Corona, CA	Type 2 wrap slurry	267073 1000001051	A
2. Tree Smith Enterprises	1551 N. Miller St. Anaheim, CA	Install 24" Root Barrier	802705 1000001838	C-27
3. Manhole Adjusting, Inc.	9500 Beverly Rd. Pico Rivera	ARAM	398443 1000004104	A
4. Caseland Surveying	614 N. Eckhoff St. Orange, CA	Surveying & Monument Tie-Outs	L5411 1000001533	LS

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

ATTACHMENT 5
PAGE 1 OF 2

CITY OF OXNARD
SPECIFICATION NUMBER UD15-07

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Toro Enterprises, Inc.

The information requested below must be filled out completely.			This information must *be provided* now or via *fax (805 385-8360)* within 24 hours *of bid opening-*	
			STATE LICENSE & CA DIR Registration Number	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OFWORK	NUMBERS	CLASS
5. Taft Electric Company	1694 Eastman Ave Ventura, CA	Traffic Loops	772245	C-10
6. Chrisp Company	2280 S. Lilac Ave. Bloomington, CA	Striping, Marking Signes, Striping Removal	374600 1000000306	A, C-32
7.				
8.				
9.				
10.				

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

ATTACHMENT 5
PAGE 2 OF 2

CITY OF OXNARD
SPECIFICATION NUMBER UD15-07

REFERENCES

BIDDER'S NAME Toro Enterprises, Inc.

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

Project Description		
*Please See Attached		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone

SIGNATURE OF BIDDER

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

ATTACHMENT 6
PAGE 1 OF 4

ENTERPRISES INC.

GENERAL ENGINEERING CONTRACTORS

REFERENCE LIST

Contract With: County of Ventura
Contact: Ariel Baraza (805) 654-2058
Brief Description: Cold Milling, AC Taper with Key, ARHM Overlay
Project: Pavement Resurfacing-Meiners Oaks Area
Owner: County of Ventura
Contract Amount: $1,483,512.00
Completed: 4/2013

Contract With: City of Ventura
Contact: Ernie Ferrer (805) 677-3905
Brief Description: Cold Milling, ARHM Overlay, PCC Cross gutters, C&G, Sidewalk
Project: Street Resurfacing (Phase II) Fairview Drive Neighborhood
Owner: City of Ventura
Contract Amount: $532,144.00
Completed: 1/2013

Contract With: County of Ventura - 800 S. Victoria Ave., Ventura, CA 93009
Contact: Ariel Braza (805) 654-2058
Description: Cold Milling, ARHM Overlay, Shoulder Backing, PCC Curb & Gutter

Owner: County of Ventura
Contract Amount: $1,393,297.00
Completed: 9/2013

Contract With: City of Santa Clarita - 23920 Valencia Blvd. Santa Clarita, CA 91355
Contact: Bill Whitlach (661) 255-4933
Description: 18,547TN ARHM, (TMO) 7,573TN, AC 5,500TN
Project: 2012-2013 Overlay-Slurry Seal Project

Contract Amount: $3,892,036.00
Completed: 12/2013

ATTACHMENT 6
PAGE 2 OF 4

Contact: Raymond Williams (805) 385-7902
Description: ARHM 7,643TN, AC 2,611TN, Cold Mill, 600 LF C&G
Project: Del Norte Blvd. Improvements
Owner: City of Oxnard

Completed: 11/2013

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd., Simi Valley, CA 93063

Description: ARHM Overlay and Concrete Improvements
Project: 2012-13 Major Streets Pavement Rehabilitation
Owner: City of Simi valley

Completed: 10/2013

Contract With: City of Ventura - 501 Poli Street, Ventura, CA 93001
Contact: Ernie Ferrer (805-677-3905)
Brief Description: Cold Mill, ARHM 5,900 tons, Concrete Pavement Repairs, Access Ramps
Project: Main Street Resurfacing
Owner: City of Ventura
Contract Amount: $1,500,877.00
Start Date: 1/2012
Completion: 10/2012

Contract With: City of Compton - 205 S. Willowbrook Ave., Compton, CA 90220
Contact: Kambiz Shoghi (310) 605-6242
Brief Description: AC Paving 4,000 tons, Cold Mill 190,000sf, Curb & Gutter and Sidewalk R&R
Project: Greenleaf Street Improvement Project
Owner: City of Compton
Contract Amount: $443,350.00
Start Date: 4/2012
Completion: 8/2012

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd. Simi Valley Ca. 93063
Contact: Bob Krock
Brief Description: Grind, Conventional AC Overlay 11,000 tons, Asphalt digouts, Concrete Repairs
Project: FY 2009-10 Annual Minor Street Rehabilitation Project
Owner: City of Simi Valley
Contract Amount: $1,643,666.00
Start Date: 7/2010
Completed: 2011

Contract With: United Water Conservation District - 106 North 8th Street, Santa Paula, CA 93060
Contact:
Brief Description: Pulverize, Grade & Compact Roadway, AC Paving, Asphalt Overlay, Asphalt Swale and Shoulder Backing
Project: Lake Piru Recreation Area 2011 Asphalt Pavement Repairs
Owner: United Water Conservation District
Contract Amount: $320,429.00
Start Date: 2/2011
Completion: 5/2011

Contract With: City of Burbank - 301 East Olive Street, Burbank, CA 91502
Contact: (818)-238-3946
Brief Description: Asphalt paving 3,250 tons, R&R Concrete, Utility Adjustment
Project: Various Residential Street Improvement Project
Owner: City of Burbank
Contract Amount: $569,351.00
Start Date: 4/2011
Completion: 10/2011

Contract With: City of Oxnard - 305 W. Third Street, Oxnard, CA 93030
Contact: Raymond Williams (805) 385-7902
Brief Description: ARHM Overlay, Reconstruct Alleys, Concrete Repairs, Relace Waterline & Valves
Project: Bartolo Square South Phase II
Owner: City of Oxnard
Contract Amount: $2,478,801.00
Start Date: 3/2011
Completion: 3/2012

Contract With: County of Ventura - 800 South Victoria Ave., Ventura, CA 93009
Contact: Ariel Baraza (805) 654-2058
Brief Description: Pavement Rehab, R&R Curb and Sidewalk, ARHM Overlay, Shoulder Backing
Project: Pavement Rehabilitation Piru Area Phase 1
Owner: County of Ventura
Contract Amount: $1,528,217.00
Start Date: 12/2010
Completion: 9/2011

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

NOTICETO BIDDERS

PROJECT SPECIFICATION NUMBER

UD15-07

STATE OF CALIFORNIA
COUNTY OF VENTURA

I Luis Ayala

hereby certify that Ventura County VIDA Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Principal Clerk of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit.

Aug 13, 20, 2015

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California , on the

20th day of August 2015

(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number UD15-07 for the Pleasant Valley Estates Neighborhood Street Resurfacing Project. The work will consist of resurfacing existing asphalt concrete pavement; milling; placement of concrete pavement; ARAM cape seal; and all related work per plans and specifications. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, Class A to be considered as a prime contractor qualified for award of this project. Public Works Contractor Registration Law (SB 854) requires that all Contractors and Subcontractors be registered with the DIR. Per City policy no engineer's construction estimates are provided on public bid projects.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopyUSA - www.cybercopyreprographics.com, or phone (805) 432-6738; fax (805) 715-1535 for a non-refundable fee of $75.00 plus $25.00 handling starting on MONDAY, AUGUST 17, 2015. The Plans and Specifications may also be obtained in CD format for $35.00 including shipping & handling. For information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.

A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, AUGUST 26, 2015. All prospective bidders are urged to attend.

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

ATTACHMENT 7
PAGE 1 OF 2

Certificate of Publication

Ad #638029

In Matter of Publication of:

Public Notice

State of California)
))§
County of Ventura)

I, **Maria Rodriguez**, hereby certify that the **Ventura County Star Newspaper** has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Camarillo, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

Aug. 14, 21 2015

I, Maria Rodriguez certify under penalty of perjury, that the foregoing is true and correct.

Dated this Aug. 21, 2015; in Camarillo, California, County of Ventura.

Maria Rodriguez
(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number UD15-07 for the Pleasant Valley Estates Neighborhood Street Resurfacing Project. The work will consist of resurfacing of existing asphalt concrete pavement; milling, placement and compaction of asphalt concrete; ARAM cape seal; and all related work per plans and specifications. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, Class A to be considered as a prime contractor qualified for award of this project. Public Works Contractor Registration Law (SB854) requires that all Contractors and Subcontractors be registered with the DIR. Per City policy no engineer's construction estimate is provided for public bid projects.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopyUSA - www.cybercopyreprographics.com, or phone (805) 432-6738; fax (805) 715-1535 for a non-refundable fee of $75.00 plus $25.00 handling starting on MONDAY, AUGUST 17, 2015. The Plans and Specifications may be obtained in electronic medium format-CD's for a non-refundable fee of $35.00 including shipping and handling. For further bid information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.

A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, AUGUST 26, 2015. All prospective bidders are urged to attend.

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

Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided by the City's on-line Plan Room -CyberCopy and the bidder MUST be a PLAN HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 305 West Third Street (East Wing), Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, SEPTEMBER 16, 2015. Immediately thereafter all bids shall be publicly opened by the City Clerk and Purchasing Agent in the Council Chambers, 305 West Third Street, Oxnard, CA 93030.

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

Ad Dates 08/14/15, 08/21/15 Ad No.638029

ATTACHMENT 7
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CITY OF
OXNARD
CALIFORNIA

Meeting Date: 06/16/15

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

Prepared By: Lou Balderrama, City Engineer LB Agenda Item No. I-10

Reviewed By: City Manager JM City Attorney SMF Finance Utilities DM

DATE: June 3, 2015

TO: City Council

FROM: Daniel Rydberg, P.E., Interim Utilities Director DM
Utilities Department

SUBJECT: **Neighborhood Street Resurfacing Projects for UD15-07 Pleasant Valley Estates, UD15-32 Sierra Linda and UD15-38 Orchard Park**

RECOMMENDATION

That City Council approve Project Specifications and authorize staff to solicit bids for the following Neighborhood Street Resurfacing Projects:

1. UD15-07 Pleasant Valley Estates Neighborhood Street Resurfacing Project
2. UD15-32 Sierra Linda Neighborhood Street Resurfacing Project
3. UD15-38 Orchard Park Neighborhood Street Resurfacing Project

DISCUSSION

These three Neighborhood Street Resurfacing Projects consist of resurfacing of existing asphalt concrete pavement. The specific work includes the furnishing of all materials, tools, equipment, and labor required to improve the streets from curb to curb, milling of existing pavement, placement and compaction of asphalt concrete, slurry seal and crackfill. Other components include an Asphalt Rubber Aggregate Membrane (ARAM) cape seal, excavation and reconstruction of failed areas, concrete repairs, adjusting utility covers to finished grade, removal and replacement of street name signs and traffic striping. The project specifications are in compliance with the Americans with Disabilities Act.

FINANCIAL IMPACT

Funding for these projects has been appropriated from the Lease Revenue Project and Refunding Bonds, Series 2014 to the Pleasant Valley Estates Resurfacing Project No. 153116, Sierra Linda Resurfacing Project Number 153115 and Orchard Park Resurfacing Project No. 153114. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder for each project.

Attachment #1 - Project Site Map – Pleasant Valley Estates Neighborhood
#2 – Project Site Map – Sierra Linda Neighborhood
#3 – Project Site Map – Orchard Park Neighborhood

Note: Plans and specifications for the UD15-07, UD15-32 and UD15-38 Neighborhood Resurfacing Projects will be available for review at the City of Oxnard Corporate Yard, General Services Department, Building No. 2, 1600 Pacific Avenue, after 8:00 a.m. on Thursday prior to the City Council Meeting.

ATTACHMENT 8
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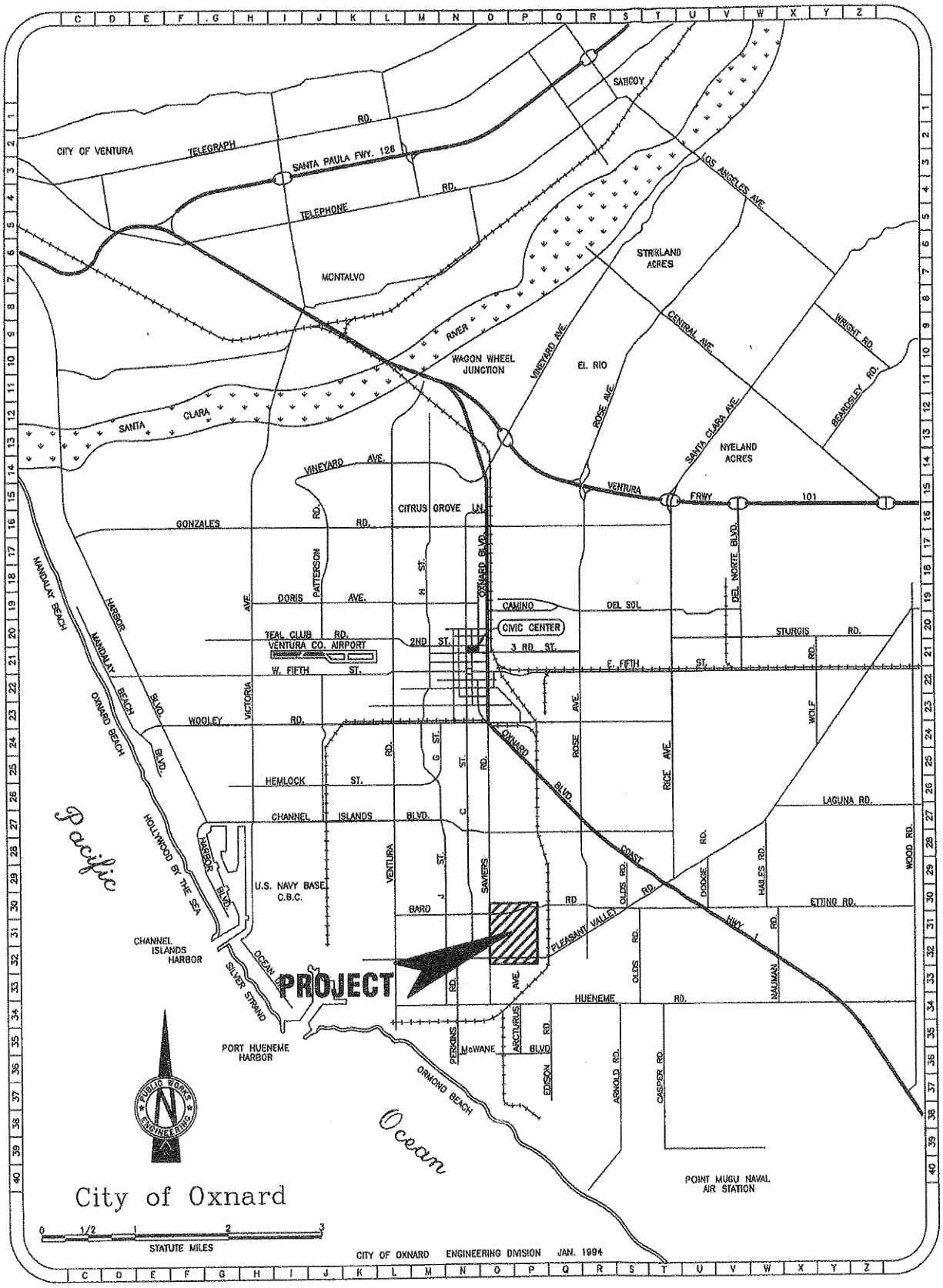

PLEASANT VALLEY ESTATES NEIGHBORHOOD RESURFACING PROJECT LOCATION MAP

Attachment No. 1
Page 1 of ATTACHMENT 8
PAGE 2 OF 2

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Council Business AGENDA ITEM NO.: N-1

DATE: November 10, 2015

TO: City Council

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

FROM: Maria A. Hurtado, Assistant City Manager

SUBJECT: **2016 Meeting Schedule for Legislative Bodies**

CONTACT: Maria Hurtado, Assistant City Manager
Maria.hurtado@ci.oxnard.ca.us, 385-7430

RECOMMENDATION

That City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority meet on the following dates during the calendar year 2016:

January	5, 12 and 26
February	2, 9 and 23
March	1, 15, and 22
April	5, 12, 19 and 26*
May	3, 10, 17 and 24*
June	7, 14, 21 and 28*
July	12, 19 and 26
August	**NO MEETINGS**
September	6, 13 and 20
October	4, 11, 18 and 25
November	1, 8, and 15
December	6, 13 and 20

BACKGROUND

The City Council and the Housing Authority ("Council") meet regularly, usually scheduling three or four meetings each month. The Council has the ability to schedule additional meetings as necessary or to cancel meetings due to lack of business.

The Council usually does not have meetings on the fifth Tuesday of a month and on any Tuesday occurring on a holiday or close enough to a holiday to potentially impact public participation in agenda

development, in preparation for the meetings, or at the meetings themselves. In addition the City Council has traditionally gone dark in August to provide a block of time to accommodate vacation plans. Staff is recommending that the fourth Tuesday in the months of April (26th), May (24th), and June (26th) be held in reserve as potential dates for Work Sessions. The Council also cancels a meeting in conflict with the National League of Cities Congressional Conference which is scheduled to be held March 7-11, 2015 which would affect the City Council meeting schedule. The Tuesdays on which the Council **would not** meet, along with the reasons are listed below:

January 19	Day after Dr. Martin Luther King, Jr. Day Holiday
February 16	Day after Presidents' Day Holiday
March 8 and 29	National League of Cities Conference and 5th Tuesday of the Month
May 31	Day after Memorial Day Holiday and 5th Tuesday of the Month
July 5	Day after 4th of July
August 2, 9, 16, 23 and 30	Dark the Month of August
September 27	International City Manager Association Conference
November 22 and 29	Thanksgiving Holiday and 5th Tuesday of the Month
December 27	Accommodate Holiday Schedule

This schedule results in a total of 37 meetings scheduled for the 2016 calendar year. It is further recommended that Council continue the practice previously authorized by Council on June 4, 2013, of commencing the public portion of meetings at 6:00 p.m. Closed sessions would continue to start at 4:30 p.m., if necessary. Evening meetings have been successful in meeting the goals of increasing public participation, either through personal attendance at Council meetings held in the evenings, or viewing Council sessions on television, Time Warner, Channel 10 and Fios, Channel 35. Residents also have access to Council meetings via the Internet.

FINANCIAL IMPACT

None.

ATTACHMENTS

Attachment #1 – Proposed 2016 Calendar of Meetings

2016

January

Mo	Tu	We	Th	Fr	Sa	Su
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February

Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29						

March

Mo	Tu	We	Th	Fr	Sa	Su
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April

Mo	Tu	We	Th	Fr	Sa	Su
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May

Mo	Tu	We	Th	Fr	Sa	Su
30	31					1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

June

Mo	Tu	We	Th	Fr	Sa	Su
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July

Mo	Tu	We	Th	Fr	Sa	Su
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August

Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September

Mo	Tu	We	Th	Fr	Sa	Su
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October

Mo	Tu	We	Th	Fr	Sa	Su
31					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

November

Mo	Tu	We	Th	Fr	Sa	Su
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December

Mo	Tu	We	Th	Fr	Sa	Su
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

○ Closed City Hall Dates Fridays and Holidays

□ Recommended City Council Meeting Dates

⬡ Potential Work Sessions

ATTACHMENT ___
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