Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY

Council Chambers, 305 West Third Street
November 17, 2020
Closed Session - 4:30 PM
Appointment Items - 5:00 PM
Regular Meeting - 6:00 PM

This meeting is held pursuant to the State Emergency Services Act, the Governor's Emergency Declaration, and Governor's Executive Order N-29-20 to allow members of the City Council or staff to participate via teleconference.

Pursuant to the Ventura County Public Health Official's order and Governor's Executive Order N-33-20, all city buildings are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings are typically available online immediately following the meeting.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 3:00 p.m. on the day of the meeting. Please identify the meeting date and agenda item in the Subject line.

A telephone option for public comments is also available at this time due to the State of California "Stay At Home" order. Requests to speak must be submitted no later than 3:00 p.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

A. ROLL CALL, POSTING OF AGENDA

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

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 (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (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.
   Legislative Body: City Council

D. APPOINTMENT ITEMS (5:00 PM)

1. Public Works Department

   SUBJECT: Award Contract for Hueneme Road Recycled Water Pipeline Phase II (Rebid) PW 17-42R. (5/5/5)

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

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

RECOMMENDATION: That the City Council:
1. Award and authorize the Mayor to execute Agreement A-8241 with Teichert Energy & Utilities Group, Inc. in the amount of $15,542,771.70 (base bid + alternatives #56-65) for the Hueneme Road Recycled Water Pipeline Phase II (Rebid) PW 17-42R Project (106002);
2. Approve $1,554,277 for project contingency for the Hueneme Road Recycled Water Pipeline Phase II Project; and
3. Approve $1,554,277 for engineering, inspection, survey and project management for the Hueneme Road Recycled Water Pipeline Phase II Project.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

2. Public Works Department

SUBJECT: Award Contract for Aquifer Storage and Recovery (ASR) Completion Project PW 20-08R. (5/5/5)

RECOMMENDATION: That the City Council:
1. Award and authorize the Mayor to execute Agreement A-8261 with Spiess Construction Co., Inc. in the amount of $4,167,000 for the Aquifer Storage and Recovery (ASR) Completion Project (206502);
2. Approve $416,700 for project contingency for the ASR Completion Project; and
3. Approve $416,700 for engineering, inspection, survey and project management for the ASR Completion Project.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

3. Finance Department

SUBJECT: 2020 Water Revenue Bonds. (15/10/5)

RECOMMENDATION: 1. That the City Council adopt a resolution approving an installment purchase agreement, indenture of trust, a continuing disclosure agreement, an escrow agreement, and a bond purchase agreement with respect to the issuance by the City of Oxnard Financing Authority of bonds in an aggregate principal amount not to exceed $35,000,000 in one or more series as federally tax-exempt and taxable bonds, approving a preliminary official statement and authorizing preparation of a final official statement and other matters pertaining thereto; and
2. That the Board of Directors of the City of Oxnard Financing Authority adopt a resolution approving an installment purchase agreement, indenture of trust, a continuing disclosure agreement, an escrow agreement, and a bond purchase agreement with respect to the issuance of bonds in an aggregate principal amount not to exceed $35,000,000 in one or more series as federally tax-exempt and taxable bonds, appointing a trustee, approving a preliminary official statement and authorizing preparation of a final official statement and other matters pertaining thereto.

Legislative Body: City Council, Financing Authority

Contact: Kevin Riper, (805) 385-7475

E. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person

may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Based on the number of speaker requests submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to three minutes, but shorter time may be established as deemed necessary. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services. (10/5/5)

RECOMMENDATION: That the City Council receive and file an update from the Director of Emergency Services on the COVID-19 Local Emergency.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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

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

I. 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.

J. 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.

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the October 20, 2020 regular meeting as presented.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

2. City Manager Department

SUBJECT: Third Amendment to Exclusive Negotiation Agreements between the City of Oxnard and Clear Channel Outdoor, LLC and between the City of Oxnard and Outfront Foster Interstate, LLC, both regarding potential digital billboard sites on City-owned property and rights-of-way along U.S. Highway 101.

RECOMMENDATION: That the City Council authorize the Mayor to execute a Third Amendment to Exclusive Negotiation Agreement:
1. Between the City of Oxnard and Clear Channel Outdoor, LLC regarding potential digital billboard sites on City-owned property and rights-of-way on the north side of U.S. Highway 101 between Rose Avenue and Del Norte Boulevard and the south side of U.S. Highway 101 between Vineyard Avenue and Rice Avenue; and
2. Between the City of Oxnard and Outfront Foster Interstate, LLC regarding potential digital billboard sites adjacent to RiverPark Boulevard near Vineyard Avenue (APN 132-003-301) and City-owned property and right-of-way on the north side of U.S. Highway 101 between Vineyard Avenue and Rose Avenue.
(Housing and Economic Development Committee to hear this item on November 10, 2020)

Legislative Body: City Council

Contact: Ashley Golden, (805) 385-7478

3. Community Development Department

SUBJECT: Second Reading and Adoption of Ordinance No. 2986 - Amending Section 17-53 of the Oxnard City Code (OCC) consistent with the California Coastal Commission's (CCC) modifications suggested for final certification relating to Vacation Rental Permit Cap, Separation Requirement and Ineligible Dwellings, Structures and Spaces into the City's Short Term Rental regulations for the Coastal Zone; agree to issue Coastal Development Permits for the total area included in the certified Local Coastal Plan (LCP), and direct the Planning & Environmental Services Manager to transmit said Ordinance to the CCC Executive Director as requested.

RECOMMENDATION: That the City Council:
1. Receive the California Coastal Commission's (CCC) Action Letter of Local Coastal Plan (LCP) Amendment No. LCP-4-OXN-20-0008-1 (See Attachment 1) and the Planning Commission's adopted Resolution 2020-15 (See Attachment 2) recommending that the City Council accept three modifications recommended by the CCC;
2. Find the proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060 (C)(2) and (3) and 15061(b)(3) of the CEQA Guidelines;
3. Adopt a Resolution (See Attachment 3) (1) acknowledging receipt of the CCC's Resolution of certification, including any terms or modifications suggested for final certification; (2) accepts and agrees to any such terms and modifications and takes whatever formal action is required to satisfy the terms and modifications; and (3) agrees to issue Coastal Development Permits for the total area included in the certified Local Coastal Program, and adopts the LCP Amendment with the suggested modifications;
4. Approve for second reading (by title only and waive further reading) and adoption of Ordinance No. 2986 (See Attachments 4) in regards to amending Section 17-53 of the OCC consistent with the CCC's modifications suggested for final certification relating to Vacation Rental Permit Cap, Separation Requirement and Ineligible Dwellings, Structures and Spaces into the City's Short Term Rental regulations for the Coastal Zone; agree to issue Coastal Development Permits for the total area included in the certified LCP, and

5. Direct the Planning & Environmental Services Manager to transmit said Resolution and Ordinance to the CCC Executive Director as requested.

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

4. City Manager Department

SUBJECT: First Amendment to Tyler Technologies Software as a Service "SaaS" Agreement (A-8767) to Remove the Bid Management Module from the Scope of Services; Delegation of Authority for Future Tyler Technologies Deductive Amendments.

RECOMMENDATION: That the City Council:
1. Approve and authorize the City Manager to execute a First Amendment with Tyler Technologies Software as a Service "SaaS" Agreement resulting in a contract savings of $34,280; and
2. Authorize the City Manager to approve and execute all future deductive amendments to this SaaS Agreement.

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

5. Human Resources Department

SUBJECT: A Resolution of the City Council of the City of Oxnard Amending Resolution No. 15,357, Authorizing Full-Time Equivalent Positions Pursuant to Chapter 4 of the City's Personnel Rules and Regulations for Enterprise Resource Planning (ERP) System Positions Previously Approved and Budgeted in the Fiscal Year 2020/2021 Budget by the City Council.

RECOMMENDATION: That the City Council approve the attached Resolution amending Resolution No. 15,357 of the City of Oxnard (commonly referred to as "The Position Control Resolution," which authorizes all full-time equivalent positions for the 2020/2021 fiscal year), for the Enterprise Resource Planning System (ERP) implementation project.

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

6. Police Department

SUBJECT: High Tech Task Force Agreement.

RECOMMENDATION: That the City Council approve and authorize the City of Oxnard Purchasing Manager to execute a two-year agreement (Agreement 8992-20-PO) with the Ventura County Sheriff's Office (VCSO) for High Tech Task Force services, in an amount not to exceed $100,000 annually. (Public Safety Committee approved 3-0)

Legislative Body: City Council

Contact: Scott Whitney, (805) 385-7624

7. Public Works Department

SUBJECT: Purchase Orders to McLaughlin Waste Equipment, Inc. and Confab Manufacturing Company, LLC. for Purchase of Metal Refuse Containers.

RECOMMENDATION: That the City Council authorize the Mayor to execute:
1. Purchase Order 7878 with McLaughlin Waste Equipment, Inc. for an amount not to exceed $1,095,000 for a three (3) year term for purchase of metal refuse containers; and
2. Purchase Order 7879 with Confab Manufacturing Company, LLC. for an amount not to exceed

$105,000 for a three (3) year term for purchase of metal refuse containers.
(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

8. Public Works Department

SUBJECT: Purchase Order to Exeloo Corporation for Prefabricated Automatic Public Toilet Restroom Facilities.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Purchase Order No. 7877 and single source authorization with Exeloo Corporation for $569,604 for the purchase of three (3) prefabricated Automatic Public Toilet restroom facilities for Del Sol Park, Seaview Park, and Pleasant Valley Park.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

9. Public Works Department

SUBJECT: Purchase Order to Eagle Aerial Photography, Inc. for Water Conservation Software.

RECOMMENDATION: That the City Council approve and authorize the City Manager to execute Purchase Order 7869 and sole source authorization with Eagle Aerial Photography, Inc. for a three-year term in the amount of $126,675 for a subscription to WaterView, water conservation software.
(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

10. Public Works Department

SUBJECT: Harbour Island Homeowners Association Donation to Waterways Zone 2 Harbour Island Assessment District.

RECOMMENDATION: That the City Council approve and authorize the Mayor and City Manager to:
1. Authorize Agreement A-8242 for the donation of $4,853.37 from the Harbour Island Homeowners Association towards the costs of water quality testing and analysis associated with the Channel Islands Water Quality; and
2. Approve a budget appropriation to recognize the donation and use of funds in the Waterways Zone 2 Harbour Island Fund (177).

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

11. Public Works Department

SUBJECT: Grant Applications for FEMA's Building Resilient Infrastructure and Communities (BRIC) Program.

RECOMMENDATION: That the City Council adopt resolutions:
1. Authorizing the City Manager to submit applications for $29,905,000 in grant funds to the California Governor's Office of Emergency Services (Cal OES) to be used for the Mandalay Bay Seawalls Structural Retrofit Project, the Arterial Street Cast Iron Pipe and Asbestos Pipe Replacement Project, the 45-inch Diameter Water Transmission Main Replacement Project, and the

Data Center for Disaster Recovery Project (each grant will cover 75% of the total project cost and have a match requirement of 25% of total project cost); and
2. Authorizing the City Manager or the Public Works Director to execute grant agreements and provide the assurances and agreements required by Cal OES pertaining to open and future disaster assistance grants for a period of three years.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

12. Public Works Department

SUBJECT: Channel Islands Beach Community Services District Third Amendment for Wastewater Transportation and Treatment Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement A-7864 with Channel Islands Beach Community Services District to extend the term from December 31, 2020 to December 31, 2022 for wastewater transportation and treatment services. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

13. Public Works Department

SUBJECT: Amendment of Designated Heavy Container (Oversized Vehicles) Corridors.

RECOMMENDATION: That the City Council adopt a resolution, pursuant to Oxnard City Code Section 19-242, amending the list of Routes that may be used for transportation of Heavy Containers by adding the following road segments:
1. Fifth Street from Rose Avenue to Rice Avenue;
2. Rose Avenue from Third Street to Fifth Street;
3. Third Street from Juanita Avenue to Rose Avenue.
(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

14. Public Works Department

SUBJECT: Third Amendment with Aquatic Bioassay & Consulting Laboratories, Inc. for Ocean Monitoring and Testing Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement A-8093 with Aquatic Bioassay & Consulting Laboratories, Inc. in the amount of $963,093 for a new not to exceed contract amount of $2,123,026 and to extend the term from June 30, 2021, to November 30, 2023, for ocean monitoring and testing services. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

L. PUBLIC HEARINGS

1. Public Works Department

SUBJECT: Amendments to Chapter 18 (Floodplain Management) of the Oxnard City Code. (5/5/5)

RECOMMENDATION: That the City Council approve the first reading (by title only) of an ordinance amending various sections of Chapter 18 (Floodplain Management) of the Oxnard City Code to comply with the current California Model Floodplain Management Ordinance. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

2. Community Development Department

SUBJECT: The Village Specific Plan (AKA "Wagon Wheel Specific Plan") Amendment, Tentative Tract Map Revision, Development Agreement Amendment, and certification of Addendum to Final Environmental Impact Report (FEIR) No. 06-03 and Supplemental Environmental Impact Report (SEIR) 14-01. Located in The Village Specific Plan area generally bounded by the Ventura Freeway (Highway 101) to the north, Oxnard Boulevard to the east, the Union Pacific Railroad (UPRR) and El Rio Drain to the south, and North Ventura Road and the Santa Clara River to the west. (20/15/10)

RECOMMENDATION: That the City Council:
1. Conduct a public hearing;
2. Introduce an Ordinance (by title only, waiving further reading) approving Planning and Zoning Permit No. 19-630-01 (Specific Plan Amendment No. 2 to The Village Specific Plan) for map and text amendments to The Village Specific Plan ("Specific Plan"), subject to certain findings;
3. Adopt a Resolution approving Planning and Zoning Permit No. 19-300-01 (Revision to Tentative Subdivision Map for Tract No. 5745), subject to certain findings and conditions;
4. Introduce an Ordinance (by title only, waiving further reading) approving Planning and Zoning Permit No. 20-670-02 (Second Amendment to Development Agreement No. A-7122) between the City of Oxnard and Oakwood Communities, Inc. or Successor, subject to certain findings; and
5. Certify an Addendum to FEIR No. 06-03 and SEIR No. 14-01.

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

M. REPORTS

1. City Treasurer

SUBJECT: Quarterly Investment Report for the period ending September 30, 2020. (10/5/5)

RECOMMENDATION: That the City Council receive and file the quarterly investment report.

Legislative Body: City Council

Contact: Phillip Molina,

2. Finance Department

SUBJECT: Presentation on the Corrective Action Plan. (15/10/5)

RECOMMENDATION: That the City Council receives an update on the Corrective Action Plan (CAP).

Legislative Body: City Council

Contact: Kevin Riper, (805) 385-7475

3. Fire Department

SUBJECT: Ambulance Consulting Agreement. (15/10/5)

RECOMMENDATION: That City Council approve and authorize the City Manager to execute a First Amendment with AP Triton Consulting, LLC (Agreement No. 9027-20-FI) to increase the amount by $95,000 for a total contract amount not to exceed $157,000, to conduct an ambulance feasibility study and provide consultation for ambulance services and billing, and to extend the term to January 31, 2022. (Public Safety Committee approved 3-0)

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7708

4. Community Development Department

SUBJECT: Exclusive Negotiating Agreements for Downtown Successor Agency Owned Parcels. (10/10/5)

RECOMMENDATION: That the Oxnard Community Development Commission Successor Agency:
1. Authorize the Executive Director or designee to execute Agreement No. A-8246 with Many Mansions for the parcel located at 538 S. Meta Street; and
2. Authorize the Executive Director or designee to execute Agreement No. A-8247 with the City Housing Authority for the parcel located at 544 Meta Street and parcel APNs 201-0-272-030, 201-0-272-020, and 201-0-213-130.
That the Housing Authority Board of Commissioners authorize the Housing Director to execute Agreement No. A-8247 with the Successor Agency for the parcel located at 544 Meta Street and parcel APNs 201-0-272-030, 201-0-272-020, and 201-0-213-130.
(Housing and Economic Development Committee to hear this item on November 10, 2020)

Legislative Body: Housing Authority Board, Successor Agency

Contact: Ashley Golden, (805) 385-7478

5. City Manager Department

SUBJECT: Contract for On-Call Internal Auditing Services. (10/10/5)

RECOMMENDATION: That the City Council award and authorize the Mayor to execute a $25,000 contract for on-call internal auditing services with Vasquez & Company LLP.

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

N. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

APPOINTMENT ITEMS (5:00 PM)
AGENDA ITEM NO. D.1

DATE: November 17, 2020

TO: City Council

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

SUBJECT: Award Contract for Hueneme Road Recycled Water Pipeline Phase II (Rebid) PW 17-42R. (5/5/5)

RECOMMENDATION

That the City Council:
1. Award and authorize the Mayor to execute Agreement A-8241 with Teichert Energy & Utilities Group, Inc. in the amount of $15,542,771.70 (base bid + alternatives #56-65) for the Hueneme Road Recycled Water Pipeline Phase II (Rebid) PW 17-42R Project (106002);
2. Approve $1,554,277 for project contingency for the Hueneme Road Recycled Water Pipeline Phase II Project; and
3. Approve $1,554,277 for engineering, inspection, survey and project management for the Hueneme Road Recycled Water Pipeline Phase II Project.

BACKGROUND

To ensure a future reliable and affordable supply of high-quality water, the City of Oxnard has developed the Groundwater Recovery, Enhancement, and Treatment (GREAT) Program. The GREAT Program, initiated in the late 1990's and early 2000's, was intended as a water resources plan that combines wastewater recycling, groundwater injection, and groundwater desalination to provide local and regional water supply solutions.

Phase I of the Hueneme Road Recycled Water Pipeline Project was completed in 2013 and consisted of installation of 12,800 feet of 36-inch welded steel pipe from the Advanced Water Purification Facility (AWPF) to the intersection of Hueneme Road and Olds Road.

The next section of the GREAT program's recycled water pipeline will run along Hueneme Road from the end of the first phase of the pipeline at Olds Road and terminate at Wood Road. The length of this portion of high density polyethylene (HDPE) pipe is three miles. The pipeline outside diameter is 24 inches and the inside diameter is approximately 19 inches.

The purpose of the Hueneme Road Recycled Water Pipeline Phase II project is to bring recycled water to the large agricultural customers on the east side of the Oxnard Plain. In 2016, The United Water Conservation District (UWCD), Pleasant Valley County Water District (PVCWD), and the Hueneme Road agricultural group entered into an agreement (A-7651) with the City to purchase recycled water. In accordance with A-7651, each customer, in order to receive a reduced purchase price, is required to turn over some of its groundwater allocation to the City. The City was granted the right to pump that groundwater at the Forebay per Fox Canyon Groundwater Management Agency (FCGMA) resolution 2013-02.

The City obtained a special use permit from the Los Angeles Water Quality Control Board to deliver recycled water to the PVCWD and the Hueneme Road agricultural group via the Calleguas Salinity Management Pipeline (SMP).

However, the special use permit will expire on December 31, 2020.

Many agricultural customers along Hueneme Road have agreed to allow the City to install the Phase II Pipeline within their property. Installing the pipeline within private property is a substantial cost savings as opposed to constructing the pipeline within Ventura County's roadway. Traffic control for the project will be kept to a minimum by installing the pipeline outside the roadway. Easements for the pipeline will be recorded for the portions of the pipeline within private property. In the areas where the customers will not allow the pipeline to be installed within their property, the pipeline will be installed in the County of Ventura's right of way. The area of the proposed pipeline project is outside of the coastal zone and will not need a Coastal Commission permit.

It is anticipated that work will start January 2021 and will be completed by December 2021. The bulk of the construction will take place Monday through Friday between 7:00 a.m. and 6:00 p.m. There will also be some weekend, evening and night work, which will allow construction work to be expedited, minimizing the duration of traffic impacts.

CIP Reference:

Project No. **106002** – Hueneme Road Recycled Water Pipeline - Phase II - CIP 2020-2025 - Adopted June 16, 2020 - Page 230.

DISCUSSION

The specific work for this project includes furnishing all necessary labor, materials, equipment and other incidentals and appurtenant work to furnish and install approximately 16,700 feet of 24-inch diameter HDPE recycled water pipeline along Hueneme Road from Olds Road to Wood Road. The alignment of the pipeline intersects several road crossings, the Oxnard Drainage District No 2 Mugu Drain, Caltrans Right of Way at State Hwy 1 and several existing utilities.

The notice inviting formal bids (NIFB) on the Project was originally published on February 28, 2019, however all bids were rejected due to them coming in over budget. Staff revisited the Technical Memorandum and determined that the objectives could still be met if the size of the pipe was reduced. The project was re-designed to fit within the project budget, while meeting the project objectives. This resulted in a savings of approximately $7,000,000. The rebid of this project was published on July 9, 2020, and all bids were due on September 3, 2020. The City received the bids listed below:

Teichert Energy & Utilities Group, Inc.: $18,599,000.00
Blois Construction, Inc.: $18,925,495.00
Vido Artukovich & Son, Inc.: $21,619,394.00
CRFCO, Inc.: $22,108,455.00
Colich & Sons, Inc. $22,872,297.50

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

The base bid of the project included the work items to furnish and install the 24-inch HDPE recycled water pipeline. Additionally, the packet requested pricing from bidders on possible additive items. These are items that, at the time of putting out the bid packet, staff was not certain would be needed, for reasons that will be explained below. There were a total of 13 additive items. Additive items #54-55 were for jack and boring in lieu of open trenching at two locations.

Additive items #56-58 were for curb and gutter repairs or replacement, as needed during construction. Additive items #59-62 were intended for relocation of existing domestic and irrigation water lines along the new recycled water pipeline, as needed during construction. Additive items #63-64 are intended for miscellaneous paving as required by Ventura County inspectors during construction. Additive item #65 is an allowance for incidental repairs to storm drain pipe that may be encountered during construction. Additive item #66 is for installing pipe with non-cementitious backfill as allowed by Ventura County.

The City Engineer recommends Council approve the project including the base bid and additive items #56, 57, 58, 59, 60, 61, 62, 63, 64 and 65. This is because there will likely be repairs, replacement, or relocations of asphalt, concrete, and piping as a result of the work that is being performed. These additive items will allow for the project to cover these conditions as they arise.

The City Engineer recommends Council not include in the total project additive items #54, 55, & 66. For items #54-55, this is because the City Engineer recommends proceeding with open trenching for the two locations as planned. At the time the project went out to bid, staff did not know if jack and bore would be feasible at two specific locations. Staff is taking a conservative approach and is planning for open trenching. Item #66 was not included because City staff negotiated with Ventura County staff before and after bids were opened, and the final determination was that although the County's standard plates allow for non-cementitious backfill alternatives on a case by case basis, County staff prefers the project proceed with the standard slurry backfill.

If Council approves a contract of the base bid and additive alternative items #56, 57, 58, 59, 60, 61, 62, 63, 64 and 65, the contract total will be $15,542,771.70. Additional funds estimated in the amount of $3,108,554 are needed for the project which includes $1,554,277 for project contingency (10% of the contract costs) and $1,554,277 for the cost for engineering services and City staff (10% of the contract cost) to perform the following activities during construction: engineering, inspection, survey and project management bringing the total estimated cost of the project to $18,651,325.70.

STRATEGIC PRIORITIES

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

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

Goal 4a. Implement CIP Plans.

FINANCIAL IMPACT

The total cost for the Hueneme Road Recycled Water Pipeline - Phase II Project (106002) is $18,651,325.70. Project appropriations to date total $23.8 million from the following sources: Resource Development Fee (Fund 603) $11.9 million, Water Cap. Facility (Fund 605) $700,000, Water Resource Fee (Fund 606) $800,000 and Water Bonds (Fund 609) $10.4 million.

The original bids, contingency (before redesign), engineering, inspection, survey and project management were collectively $25.8 million. The redesign was completed post CIP approval and resulted in a $7 million savings, which can be used for other water projects. Staff will return to Council during the Mid-Year Budget Review with a request to unappropriate excess funds.

The 2020 Water Revenue Bonds recommended to be issued to pay for this long-lived capital project appear as the third

appointment item on this meeting agenda. This agenda item for the construction contract and the 2020 Water Revenue Bonds agenda item to pay for the construction contract should be considered by City Council in tandem. This is because it makes sense to authorize a bond issuance only if City Council awards the construction contract. Similarly, it makes sense to award the construction contract only if the City Council agrees with the recommendation on how to pay for the project.

COMMITTEE OUTCOME

This item did not originate in Committee, as this is a capital improvement project specifically listed in the City's Capital Improvement Program.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. A-8241 Teichert Hueneme Road PW 17-42R
2. Project Map - Hueneme Rd Recycled Water Pipeline Ph II
3. Hueneme Road RW Pipeline Ph II Award Presentation

CONTRACT

CITY OF OXNARD CONTRACT FOR
HUENEME ROAD RECYCLED WATER PIPELINE PHASE II (REBID) SPECIFICATION NO. PW 17-42R

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20___ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and TEICHERT ENERGY & UTILITIES GROUP, INC. ("Contractor"). Contractor's license number is 1051426.

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

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

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Hueneme Road Recycled Water Pipeline Phase II (Rebid) Specification No. PW 17-42R ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of fifteen million five hundred forty two thousand seven hundred seventy one dollars and seventy cents ($15,542,771.70) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.

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

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

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

employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

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

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

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

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

[signatures on following page]

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

CITY OF OXNARD

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

ATTEST:

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

APPROVED AS TO FORM:

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

TEICHERT ENERGY & UTILITIES GROUP, INC.

Thomas Griffith, CEO [2] Date

Paula James, Secretary Date

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

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

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

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

Agreement No.: A-8241

Exhibit INS-G

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

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

City of Oxnard
Insurance Compliance
Reference No. A-8241
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager. 9/20

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-G.doc

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.

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER ASPECIFY 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 $2,000,000 PRODUCTS COMP/OP AGG. $2,000,000 PERSONAL & ADV. INJURY $2,000,000 EACH OCCURRENCE $2,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				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: Insurance Compliance
Reference No.___A-8241____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the ACity@)

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.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED=S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

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

Insurance Services Office Commercial General Liability Coverage, Aoccurrence@ form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8241
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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

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.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED=S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

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

Insurance Services Office Automobile Liability Coverage, Aoccurrence" form CA0001, code (Aany auto@); or

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8241
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

Rev. 9/20 INS-G

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____
_____
_____("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as HUENEME ROAD RECYCLED WATER PIPELINE PHASE II (REBID), SPECIFICATION NO. PW 17-42R.

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

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____
(Name and address of Surety)

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

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

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

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: _____

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

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

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

_____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as HUENEME ROAD RECYCLED WATER PIPELINE PHASE II (REBID) SPECIFICATION NO. PW 17-42R.

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

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

_____

_____,_____

(Name and address of Surety)

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

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

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

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

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

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

Dated: _____

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

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

REVISED CITY OF OXNARD

BID SHEETS FOR HUENEME ROAD RECYCLED WATER PIPELINE PHASE II SPECIFICATION NO. PW 17-42R

Bidder's Name: Teichert Energy & Utilities Group, Inc.

To the Honorable Mayor and Members of the City Council:

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

BASE AMOUNT:

ITEM NO.	DESCRIPTION (Refer to Specification Section 3000 for description)	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
	RECYCLED WATERLINE INSTALLATION				
1	Mobilization Preparatory Work and Demobilization (no greater than 3% of total bid)	LS	1	~~$557,911.00~~	~~$ 557,911.00~~ * $541,232.67
2	Traffic Control and Public Convenience and Safety	LS	1	$ 500,000.00	$ 500,000.00
3	SWPPP; Water and Air Pollution Control; Dust, Noise, Vibration Control	LS	1	$ 120,000.00	$ 120,000.00
4	Furnish and Install Adequate Sheeting, Shoring, and Bracing	LS	1	$2,150,000.00	$ 2,150,000.00
5	Dewatering	LS	1	$ 2,417,500	$2,417,500.00
6	Furnish And Install Complete 36-Inch Butterfly Valve Assembly And Fittings; And Connect To Existing 36-Inch CML&C WSP At Olds Rd & Hueneme Rd Intersection As Shown On The Drawings	LS	1	$40,000.00	$ 40,000.00
7	Furnish and Install 36-Inch CML&C Welded Steel Pipes and Fittings in paved areas At Olds Rd & Hueneme Rd Intersection As Shown On The Drawings.	LF	20	$ 1,500.00	$ 30,000.00
8	Furnish And Install 24-Inch DR11 HDPE 4710 Pipe And Fittings In Paved Areas Along Hueneme Rd.	LF	8,935	$ 380.00	$3,395,300.00
9	Furnish And Install 24-Inch DR11 HDPE 4710 Pipe And Fittings In Unpaved Areas Along Hueneme Rd.	LF	6,650	$ 300.00	$ 1,995,000.00
10	Furnish And Install Complete 48" Steel Casing With 24-Inch DR11 HDPE 4710 Carrier Pipe Using Jack & Bore	LF	291	$ 3,200.00	$931,200.00
11	Furnish And Install Complete 48-Inch Steel Casing With 24-Inch DR11 HDPE 4710 Carrier Pipe In Caltrans ROW Using Open Trench Construction (Night Work Only)	LF	465	$1,700.00	$ 790,500.00
12	Furnish And Install Complete 20-Inch Butterfly Valve Assembly And Fittings Along Hueneme Rd As Shown On The Drawings	EA	7	$22,000.00	$ 154,000.00

REVISED B 3

*Corrected to reflect 3% of total bid less this line item.

13	Furnish And Install Complete 8-Inch Blow-Off Valve Assembly And Fittings Along Hueneme Rd As Shown On The Drawing	EA	12	$ 19,000.00	$ 228,000.00
14	Furnish And Install Complete 4-Inch Combination Air Vacuum & Air Release Valve Assembly Along Hueneme Rd As Shown On The Drawings	EA	13	**$19,000.00**	**$247,000.00**
15	Furnish And Install Complete 10-Inch RW Service Turnout Assembly As Shown On The Plans	EA	5	**$68,000.00**	**$340,000.00**
16	Remove Existing 12-Inch RW Service Turnout Assemble At Perkins Rd & Hueneme Rd Intersection And Relocate To Stan 262+70.00; Furnish And Install Complete RW Service Turnout Assembly As Shown On The Plans	LS	1	**$35,000.00**	**$35,000.00**
17	Remove Existing 12-Inch RW Service Turnout Assemble At NE of Las Posas Rd & Hueneme Rd Intersection And Relocate To Stan 271+22.99; Furnish And Install Complete RW Service Turnout Assembly As Shown On The Plans	LS	1	**$35,000.00**	**$35,000.00**
18	Furnish And Install Complete 12-Inch RW Outlet Assembly- Alternative 1 As Shown On The Plans	EA	18	**$18,000.00**	**$324,000.00**
19	Furnish And Install Complete 18-Inch RW Outlet Assembly- Alternative 2 As Shown On The Plans	EA	7	**$9,000.00**	**$63,000.00**
20	Furnish And Install Complete 24-Inch RW Outlet Assembly- Alternative 3 As Shown On The Plans	EA	2	**$9,500.00**	**$19,000.00**
21	Furnish And Install Complete New 24-inch HDPE FL x FL Joint Along Hueneme Rd As Shown On The Plans. As Directed*	EA	6	**$5,000.00**	**$30,000.00**
22	Remove Existing 16-Inch PVC RW Pipe; Furnish And Install 36" DR11 HDPE 4710 Pipe And Fittings; Connect to Existing 36" HDPE Pipe In Unpaved Areas Along Perkins Rd.	LF	368	**$1,000.00**	**$368,000.00**
23	Furnish And Install 30-Inch CML&C Welded Steel Pipes And Fittings; Connect To Existing 30" FL Outlet In Paved Areas Along Perkins Rd.	LF	30	**$1,800.00**	**$54,000.00**
24	Furnish And Install Complete 30-Inch Butterfly Valve Assembly And Fittings At Perkins Rd & Hueneme Rd Intersection As Shown On The Drawings	LS	1	**$38,000.00**	**$38,000.00**
25	Furnish And Install Complete 8-Inch Blow-Off Valve Assembly And Fittings As Shown On The Drawing Along Perkins Rd	EA	1	**$25,000.00**	**$25,000.00**
26	Furnish And Install Complete 4-Inch Combination Air Vacuum & Air Release Valve Assembly As Shown On The Drawings	EA	1	**$25,000.00**	**$25,000.00**
27	Abandon Existing 16" PVC RW Pipeline; Disconnect And End Cap the Existing SMP Tie-in. At Hueneme Rd And Perkins Rd As Shown On The Drawing.	LS	1	**$7,500.00**	**$7,500.00**
28	Disconnect And Restore SMP Blow-off; Abandon In Place Existing 12-Inch PVC Pipes; Tie-in 24-Inch HDPE RW Pipeline To 12-Inch RW Service Turnout; Tie-in 12-inch RW Outlet To Existing 12-Inch PVC RW Service Line. At Wood Rd And	LS	1	**$20,000.00**	**$20,000.00**

REVISED B 4

	Hueneme Rd. As Shown On The Drawing				
29	Disconnect And Restore SMP Blow-off; Disconnect And End Cap PVCWD Tee; Remove Existing Pipes, Valves And Fittings At Las Posas Rd And Hueneme Rd. As Shown On The Drawing	LS	1	**$15,000.00**	**$15,000.00**
30	Disconnect And Restore SMP Manhole; Abandon In Place Existing 12-Inch PVC Pipes. At Las Posas Rd And Hueneme Rd. As Shown On The Drawing	LS	1	**$20,000.00**	**$20,000.00**
31	Disconnect and Restore SMP AVAR Valve Assembly; Remove Existing and Tie-in Exist 4-Inch RW Service turnout To 12-Inch RW Outlet At Sta 156+62.49	LS	1	**$10,000.00**	**$10,000.00**
32	Furnish And Install 12-Inch Rock Stabilization Along Full Width Of The Trench Bottom, Required In Unsuitable Soil. As Shown On the Drawing. As Directed	LF	9,000	**$21.00**	**$189,000.00**
33	Relocate Existing Waterline Complete Per City Standard Plate 313	EA	2	**$40,000.00**	**$80,000.00**
34	Relocate Existing Potable Water Service Lateral (2-Inch and below) Complete In Place As Shown On The Drawing	EA	2	**$4,000.00**	**$8,000.00**
35	Furnish And Install Traffic Inductive Loop Detector (Type D)	EA	7	**$930.00**	**$6,510.00**
36	Furnish And Install Traffic Inductive Loop Detector (Type E)	EA	14	**$740.00**	**$10,360.00**
	Pavement Striping And Pavement Marking				
37	Install "AHEAD" Pavement Marking-Thermoplastic	EA	1	$ 565.00	$ 565.00
38	Install "KEEEP" Pavement Marking-Thermoplastic	EA	2	$ 565.00	$ 1130.00
39	Install "CLEAR" Pavement Marking-Thermoplastic	EA	2	$ 565.00	$ 1130.00
40	Install "STOP" Pavement Marking Thermoplastic	EA	2	$ 565.00	$ 1130.00
41	Install Arrow Type IV Pavement Marking-Thermoplastic	EA	8	$ 352.00	$ 2816.00 ~~$ 2816.00~~ NP
42	Install Arrow Type VI Pavement Marking-Thermoplastic	EA	3	$ 1055.00	$ 3165.00
43	Install Arrow Type VII(L) Pavement Marking-Thermoplastic	EA	3	$ 702.00	$ 2106.00
44	Install 6" Solid White Stripe-Thermoplastic	LF	42	**$3.50**	**$147.00**
45	Install 12" Solid White Stripe-Thermoplastic	LF	496	**$7.00**	**$3,472.00**
46	Install Detail 6 Stripe-Thermoplastic	LF	2910	**$2.00**	**$5,820.00**
47	Install Detail 12 Stripe -Thermoplastic	LF	347	**$2.00**	**$694.00**
48	Install Detail 22 Stripe-Thermoplastic	LF	1589	**$3.50**	**$5,561.50**
49	Install Detail 27B Stripe-Thermoplastic	LF	1743	**$2.00**	**$3,486.00**
50	Install Detail 29 Stripe-Thermoplastic	LF	160	**$5.50**	**$880.00**
51	Install Detail 36 Stripe -Thermoplastic	LF	348	**$3.50**	**$1,218.00**
52	Install Detail 38 Stripe -Thermoplastic	LF	782	**$3.50**	**$2,737.00**
53	Install Detail 38B Stripe -Thermoplastic	LF	289	**$3.50**	**$1,011.50**
				BASE AMOUNT TOTAL : $	~~15,315,850.00~~ NP 15,315,850.00

Corrected Base Amount Total $15,299,171.70

REVISED B 5

	Additive Alternative Items				
54	Furnish And Install Complete 48" Steel Casing With 24-Inch DR11 HDPE 4710 Carrier Pipe Using Jack & Bore (Exhibit A)	LF	50	$4000.00	$200,000.00
55	Furnish And Install Complete 48" Steel Casing With 24-Inch DR11 HDPE 4710 Carrier Pipe Using Jack & Bore (Exhibit B)	LF	92	$2,700.00	$248,400.00
56	Remove And Replace 6-Inch Curb Face AC Berm (D1-6) Per City Standard Plate 111.	LF	200	$20.00	$4,000.00
57	Remove And Replace 6-Inch Curb Face PCC Curb & Gutter (A2-6) Per City Standard Plate 111.	LF	100	$80.00	$8,000.00
58	Remove And Replace 6-Inch Curb Face PCC Curb (A1-6) Per City Standard Plate 111.	LF	100	$60.00	$6,000.00
59	Remove and Replace 8 thru 12-Inch PVC Class 200	LF	200	$230.00	$46,000.00
60	Install 2-Inch Combination Air-Vacuum Valve Per City Standard Plate 308	EA	2	$7,000.00	$14,000.00
61	Install 4-Inch Blow Off Assembly Per City Standard Plate 307	EA	2	$6,500.00	$13,000.00
62	Relocate Existing Waterline Complete Per City Standard Plate 312 (8" thru 14")	EA	2	$30,000.00	$60,000.00
63	Cold Mill AC Pavement (2- Inch Max.)	SY	1800	$7.00	$12,600.00
64	Furnish and Install Asphalt Concrete Type III (DGAC – C2 PG64 – 10)	TN	200	$200.00	$40,000.00
65	Remove and Replace Failed(Pre-existing) Storm Drain Pipe	Allowance (Time and Material)			$ 40,000.00
66	Furnish And Install 24-Inch DR11 HDPE 4710 Pipe And Fittings In Paved Areas Along Hueneme Rd.(With non-cementitious backfill)	LF	8,935	$ 240.00	$2,591,150.00
				ADDITIVE ITEMS TOTAL : $	3,283,150.00

Note: Items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.3. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE = BASE BID + ALL ADDITIVE ALTERNATIVES

TOTAL BID PRICE IN DIGITS: $ 18,599,000.00 *

TOTAL BID PRICE IN WORDS: Eighteen million, five Hundred Ninety-Nine Thousand ~~Dollars~~ Dollars and zero cents

MP

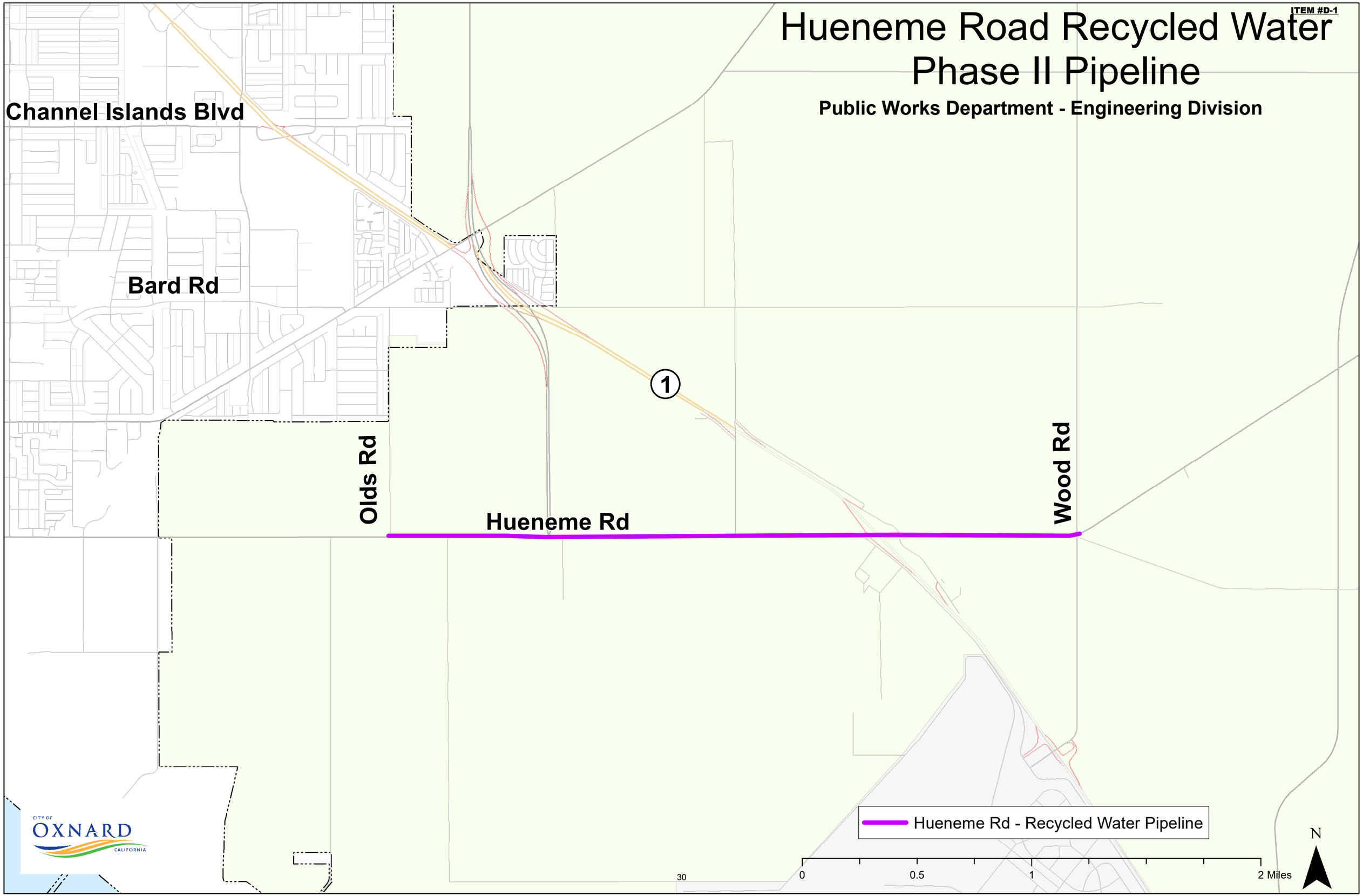
REVISION 2 B 6

*Contract amount to be corrected Base Amount plus Additive Alternative Items 56, 57, 58, 59, 60, 61, 62, 63, 64 and 65 for a Contract Total of **$15,542,771.70**

ITEM #D-1

Hueneme Road Recycled Water Phase II Pipeline

Public Works Department - Engineering Division



Award Contract for Hueneme Road Recycled Water Pipeline - Phase II (Rebid) PW 17-42R

City Council
November 17, 2020

Tatiana Arnaout
City Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8241 with Teichert Energy & Utilities Group, Inc. in the amount of $15,542,771.70 (base bid + alternatives #56-65) for the Hueneme Road Recycled Water Pipeline Phase II (Rebid) PW 17-42R Project (106002);

2. Approve $1,554,277 for project contingency for the Hueneme Road Recycled Water Pipeline Phase II Project; and

3. Approve $1,554,277 for engineering, inspection, survey and project management for the Hueneme Road Recycled Water Pipeline Phase II Project.

CONSTRUCTION BID AWARD SUMMARY

OPEN FOR BIDS	BIDS RESULTS	COUNCIL APPROVAL	START CONSTRUCTION	COMPLETE CONSTRUCTION
Bid Opening Sept. 3, 2020	Teichert Energy & Utilities Group, Inc. was the low bidder	City Council approval anticipated November 17, 2020	Scheduled to begin construction January 2021	Estimated completion December 2021

Total Project Cost: $18,651,325

*including Contingency, Engineering, Inspection, Survey, & Project Management

3

BACKGROUND - Project Purpose

- The purpose of the Hueneme Road Recycled Water Pipeline Phase II project is to bring recycled water to the agricultural customers on the east side of the Oxnard Plain. The Calleguas Salinity Management Pipeline (SMP) has been temporarily used for this purpose to serve 5 large agricultural customers.

- The City obtained a special use permit from the Los Angeles Water Quality Control Board to deliver recycled water to the PVCWD and the Hueneme Road agricultural group via the SMP. However, the special use permit will expire on December 31, 2020.

4

BACKGROUND - Project Purpose

- In 2016, The United Water Conservation District (UWCD), Pleasant Valley County Water District (PVCWD), and the Hueneme Road agricultural group entered into an agreement (A-7651) with the City to purchase recycled water.
- In accordance with A-7651, in order to receive water at a reduced cost, each customer is required to turn over some of its groundwater allocation to the City. This ensures that both the customer and the City's ratepayers are receiving good value.
- The City was granted the right to pump the groundwater at the Forebay per Fox Canyon Groundwater Management Agency (FCGMA) resolution 2013-02.

5

BACKGROUND - GREAT Program

Purpose of Program:

To ensure future reliable and affordable supply of high-quality water, the City of Oxnard has developed the Groundwater Recovery, Enhancement, and Treatment (GREAT) Program.

History of Program

The GREAT Program, initiated in the 1990's and early 2000s, was intended as a water resources plan that combines wastewater recycling, groundwater injection, and groundwater desalination to provide regional water supply solutions to the City of Oxnard and potentially the region.

6

BACKGROUND - GREAT Program

Hueneme Road Recycled Water Pipeline

- Phase I was completed in 2013 and included the installation of 12,800 feet of 36-inch welded steel pipe from the Advanced Water Purification Facility (AWPF) to the intersection of Hueneme Road and Olds Road.

- This next project of the Groundwater Recovery Enhancement and Treatment (GREAT) program's recycled water pipeline will run along Hueneme Road from the end of the first phase of the pipeline at Olds Road and terminate at Wood Road. The length of this 24-inch high density polyethylene (HDPE) pipe is three miles (almost 16,000 feet).

7

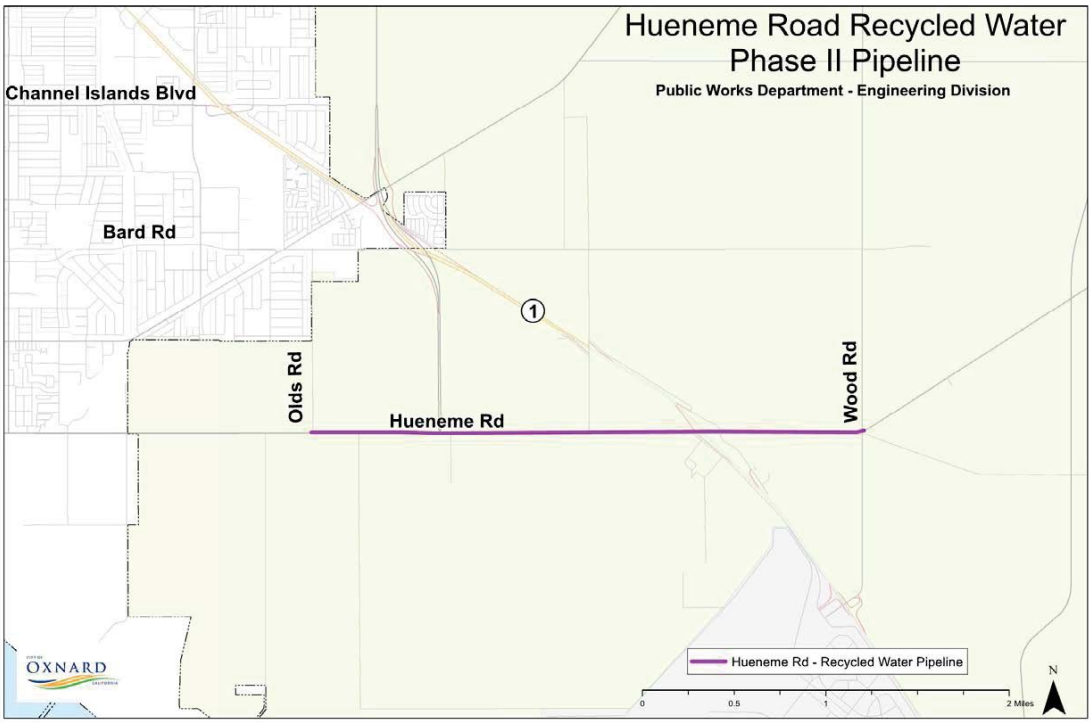
BACKGROUND - Project Scope & Schedule

- Hueneme Road Recycled Water Pipeline Project No. 106002 includes:
  - Installation of install approximately 16,700 feet of 24" diameter HDPE recycled water pipeline

- Scheduled to begin in January of 2021 and completed by December of 2021

8

BACKGROUND - Project Area Map



9

DISCUSSION - Project Savings

- The notice inviting formal bids (NIFB) on the Project was originally published on February 28, 2019, however the bid was rejected due to the bids coming in over budget.
- The project was re-designed to fit within the project budget, while meeting the project objectives.
- This resulted in a savings of approximately $7,000,000.

10

DISCUSSION - Bidding Process

- Notice Inviting Formal Bids for the rebid was published July 9, 2020, and all bids were due on September 3, 2020

- The City received the bids listed below:

Teichert Energy & Utilities Group, Inc.:	$18,599,000.00
Blois Construction, Inc.:	$18,925,495.00
Vido Artukovich & Son, Inc.:	$21,619,394.00
CRFCO, Inc.:	$22,108,455.00
Colich & Sons, Inc.	$22,872,297.50

- Lowest, responsive bidder: Teichert Energy & Utilities Group, Inc.

- Staff researched and verified all required contractor credentials

11

DISCUSSION - Bidding Process

Base bid included the work items to furnish and install the 24-inch HDPE recycled water pipeline.

Additive items #54-55 were for jack and boring in lieu of open trenching at two locations.

Additive items #56-58 were for curb and gutter repairs or replacement, as needed during construction.

Additive items #59-62 were intended for relocation of existing domestic and irrigation water lines along the new recycled water pipeline, as needed during construction.

12

DISCUSSION - Bidding Process

Additive items #63-64 are intended for miscellaneous paving that may be required by Ventura County inspectors during construction.

Additive item #65 is an allowance for incidental repairs to storm drain pipe that may be encountered during construction.

Additive item #66 is for installing pipe with non-cementitious backfill as allowed by Ventura County.

13

DISCUSSION - Bidding Process

The City Engineer recommends Council approve the project including the base bid and additive items #56, 57, 58, 59, 60, 61, 62, 63, 64 and 65.

The City Engineer recommends Council not include in the total project additive items #54, 55, & 66.

For items #54-55, this is because the City Engineer recommends proceeding with open trenching for the two locations as planned.

Item #66 was not included because City staff was still in negotiating with Ventura County staff before and after bids were opened and it was determined after bids closed that although the County's standard plates allow for non-cementitious backfill alternatives on a case by case basis, County staff prefers the project proceed with the standard slurry backfill.

14

DISCUSSION - Project Cost

Base bid + alternatives #56-65	$15,542,771
Contingency (10%)	$1,554,277
EISPM (10%)	$1,554,277
TOTAL	**$18,651,325**

15

FINANCIAL IMPACT

- The total cost for the Hueneme Road Recycled Water Pipeline - Phase II Project (106002) is $18,651,325.70
- Staff will return to Council during Mid-Year Budget Review with request to unappropriate excess funds
- The 2020 Water Revenue Bonds recommended to be issued to pay for this long-lived capital project appear as third appointment item on this meeting agenda
- Both this agenda item for the construction contract and the 2020 Water Revenue Bonds agenda item to pay for the construction contract should be considered by City Council in tandem

16

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

APPOINTMENT ITEMS (5:00 PM)
AGENDA ITEM NO. D.2

DATE: November 17, 2020

TO: City Council

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

SUBJECT: Award Contract for Aquifer Storage and Recovery (ASR) Completion Project PW 20-08R. (5/5/5)

RECOMMENDATION

That the City Council:
1. Award and authorize the Mayor to execute Agreement A-8261 with Spiess Construction Co., Inc. in the amount of $4,167,000 for the Aquifer Storage and Recovery (ASR) Completion Project (206502);
2. Approve $416,700 for project contingency for the ASR Completion Project; and
3. Approve $416,700 for engineering, inspection, survey and project management for the ASR Completion Project.

BACKGROUND

To ensure a future reliable and affordable supply of high-quality water, the City of Oxnard has developed the Groundwater Recovery, Enhancement, and Treatment (GREAT) Program. The GREAT Program, initiated in the late 1990's and early 2000's, was intended as a water resources plan that combines wastewater recycling, groundwater injection, and groundwater desalination to provide local and regional water supply solutions.

Furthermore, the City initiated the Groundwater Replenishment Reuse Project (GRRP) for recycled water as part of the GREAT Program. The GRRP consists of using Aquifer Storage and Recovery (ASR) wells to inject recycled water into the groundwater and includes ASR Well #1 at Campus Park. Under the ASR Project, recycled water will be injected into a local groundwater aquifer for groundwater recharge. The water recovered from the ASR wells will then be blended with City groundwater water sources and delivered as potable water. Use of the recovered groundwater from the ASR wells could be used to offset future groundwater pumping cutbacks from the Fox Canyon Groundwater Management Agency (FCGMA) and future population growth.

The ASR component consists of injecting advanced treated (ultra-pure) recycled water from the Advanced Water Purification Facility (AWPF) into the ground, holding the water in the aquifer for at least 3.1 months, and then withdrawing the water via extraction wells for potable reuse.

The ASR's critical role in the GREAT Program will be implemented in three (3) phases:

- Phase 1 of the ASR component includes the construction of one demonstration ASR well, pump, piping, and appurtenances located at Campus Park, as well as three monitoring wells. Phase 1 will also consist of the construction of a tie-in from the Ventura Road Recycled Water Backbone Pipeline to the ASR Well at Campus Park, temporary well facilities from demonstration testing, and a pipeline to convey water from Campus Park to Blending Stations #1 and #6.
- Phase 2 of the ASR component consists of expanding the City's AWPF to produce 12.5 million gallons per day (mgd) of advanced treated recycled water, construction of four duty and four standby ASR wells, associated

pumps, piping, and appurtenances located at the Campus Park and Blending Stations #1 and #6, and associated monitoring wells.

- Phase 3 of the ASR component will further expand the City's AWPF to produce 18.75 mgd of advanced treated recycled water and requires the construction of six duty and three standby ASR wells, associated pumps, piping and appurtenances located at the City's Blending Stations #1, #3 and #6, and associated monitoring wells.

The demonstration ASR well, three (3) monitoring wells and the tie-in from the Ventura Road Recycled Water Backbone Pipeline to ASR Well have already been constructed. The final step to complete Phase 1 includes the installation of the pump house with the pump, piping, and appurtenances located within as well as a maintenance access road in order to begin the demonstration period.

CIP Reference
Project No. **206502** – Aquifer Storage and Recovery (ASR) Completion - CIP 2020-2025 - Adopted June 16, 2020 - Page 202.

DISCUSSION

The specific work for this project includes furnishing all necessary labor, materials, equipment and other incidentals to construct final well site improvements and a fully operational ASR facility for storage and extraction of highly purified recycled water to conduct the subsequent demonstration operations for groundwater storage and recovery.

The location of the project is shown on the attached map. The work is tentatively scheduled to begin in January 2021 and will take approximately one year to complete.

The notice inviting formal bids (NIFB) on the Project was originally published on July 9, 2020, and all bids were due on September 2, 2020. The City received two (2) bids on the project, but one bidder did not use the correct bid forms and as a result the bid failed to include costs that were pertinent to the project. That bid was rejected as non-responsive, and it was later determined that the second bidder did not include the required transformer in its bid, so all bids on the project were rejected and the project was rebid. The NIFB for the rebid was published on October 8, 2020, and all bids were due on October 27, 2020. The following bids were received:

Spiess Construction Co., Inc: $4,167,000.
Caliagua, Inc.: $4,395,778.

The lowest bid was from Spiess Construction Co., Inc. for $4,167,000, and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Spiess Construction Co., Inc. and its subcontractors. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that either the contractor or its subcontractors are not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the project. Thus, staff recommends that the City Council award the contract for this project to Spiess Construction Co., Inc.

Additional funds estimated in the amount of $833,400 are needed for the project, which includes $416,700 for project contingency (10% of the contract costs) and $416,700 for the cost for engineering services and City staff (10% of the contract cost) to perform engineering, inspection, survey and project management during construction. This brings the total estimated cost of the project to $5,000,400.

STRATEGIC PRIORITIES

This item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve the City's infrastructure and natural resources through effective

planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

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

FINANCIAL IMPACT

The total cost for the Aquifer Storage and Recovery (ASR) Completion Project (206502) is $5,000,400.

The 2020 Water Revenue Bonds recommended to be issued to pay for this long-lived capital project appear as the third appointment item on this meeting agenda. This agenda item for the construction contract and the 2020 Water Revenue Bonds agenda item to pay for the construction contract should be considered by City Council in tandem. This is because it makes sense to authorize a bond issuance only if the City Council awards the construction contract. Similarly, it makes sense to award the construction contract only if City Council agrees with the recommendation on how to pay for the project.

Once the bonds are actually sold, staff will return to City Council with a Budget Appropriation Request for Fund 609 Water Bond Fund -- as part of the FY 2020-21 Mid-Year Budget Review -- to appropriate the bond proceeds for the Aquifer Storage and Recovery Completion project.

COMMITTEE OUTCOME

This item did not originate in Committee, as this is a capital improvement project specifically listed in the City's Capital Improvement Program.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. A-8261 Spiess ASR Well PW 20-08R
2. ASR Well Completion Project Location
3. ASR Completion Presentation

Agreement No. A-8261

CONTRACT

CITY OF OXNARD CONTRACT FOR ASR (AQUIFER STORAGE RECOVERY) WELL #1 PROJECT (REBID) SPECIFICATION NO. PW 20-08R

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20___ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and SPEISS CONSTRUCTION CO., INC. ("Contractor"). Contractor's license number is 333989.

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

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

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as ASR (Aquifer Storage Recovery) Well #1 Project (Rebid) Specification No. PW 20-08R ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of four million one hundred sixty seven thousand dollars ($4,167,000) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.

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

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

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

employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

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

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

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

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

[signatures on following page]

Agreement No. A-8261

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

CITY OF OXNARD

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

ATTEST:

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

APPROVED AS TO FORM:

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

SPIESS CONSTRUCTION CO., INC.

Barry L. Matchett, Vice President[2] Date

Jeff Davidson, Secretary Date

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

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

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

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

Exhibit INS-G

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

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

City of Oxnard
Insurance Compliance
Reference No. A-8261
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City

Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-G.doc

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.
CODESUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER ASPECIFY 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 $2,000,000 PRODUCTS COMP/OP AGG. $2,000,000 PERSONAL & ADV. INJURY $2,000,000 EACH OCCURRENCE $2,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage $1,000,000 Each consultant/ $500,000 & listed sub-consultant

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

CERTIFICATE HOLDER **CITY OF OXNARD** **Attn: Insurance Compliance** **Reference No._A-8261** **P.O. Box 100085 – OX** **Duluth, GA 30096** **Via Email: cityofoxnard@ebix.com** **Via Fax: 678-259-1007**	**CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL _30_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the ACity@)

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:

2.1 Insurance Services Office Commercial General Liability Coverage, Aoccurrence@ form CG0001; or

2.2 If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8261
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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

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:

2.1 Insurance Services Office Automobile Liability Coverage, Aoccurrence" form CA0001, code (Aany auto@); or

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8261
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____
_____
_____("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as ASR (AQUIFER STORAGE RECOVERY) WELL #1 PROJECT (REBID) SPECIFICATION NO. PW 20-08R.

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

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____
(Name and address of Surety)

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

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

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

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: _____

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

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____
_____
_____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as ASR (AQUIFER STORAGE RECOVERY) WELL #1 PROJECT (REBID) SPECIFICATION NO. PW 20-08R.

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

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____,_____
(Name and address of Surety)

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

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

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

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

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

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

Dated: _____

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

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

CITY OF OXNARD

BID SHEETS FOR ASR (AQUIFER STORAGE RECOVERY) WELL #1 PROJECT

SPECIFICATION NO. PW 20-08

Bidder's Name: SPIESS CONSTRUCTION CO., INC.

To the Honorable Mayor and Members of the City Council:

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

BASE AMOUNT:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	PAYMENT REFERENCE	UNIT PRICE
1.	Mobilization and demobilization (5% maximum of Total Bid Price)	LS	GP Section 2, 3, 7-3.4. SP Sections 01010, 01025, 01500, 01505, 01780, & 02200	$ 156,000.-
2.	Site Work per Plans and Specifications	LS	GP Sections 2, 3, 4, & 9. SP Sections 01010, 01500, Plan Sheets C-1 through C-10	$ 745,000.-
3.	Furnish And Install ASR Building, Complete-In-Place	LS	SP Section 02100 Plans Sheets B1 & B2	$ ~~1,404,000.-~~ 1,324,000.- SAC
4.	Furnish And Install Mechanical for ASR Well #1	LS	SP Section 01810 Plans Sheets M-1 through M-9	$ 1,081,000.-

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	PAYMENT REFERENCE	UNIT PRICE
5.	Furnish And Install Electrical for ASR Well #1, Including the Transformer.	LS	SP Section 02600 Plan Sheets E-1 through E-6	$ 289,000.-
6.	Furnish and Install Instrumentation for ASR Well #1	LS	Plan Sheets I-1 through I-7	$ 251,000.-
7.	Furnish and Install Electrical Transformer	LS	Plan Sheet C-7, E-1, & E-4	$ 47,000.-
8.	ASR Well Redevelopment and Testing	LS	SP Section 02200	$ 172,000.-
9.	Ground-Water Data Logger and Dedicated Sampling System	LS	SP Sections 02300 & 02400	$ 102,000.-
			TOTAL BID PRICE: $	4,167,000.-

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

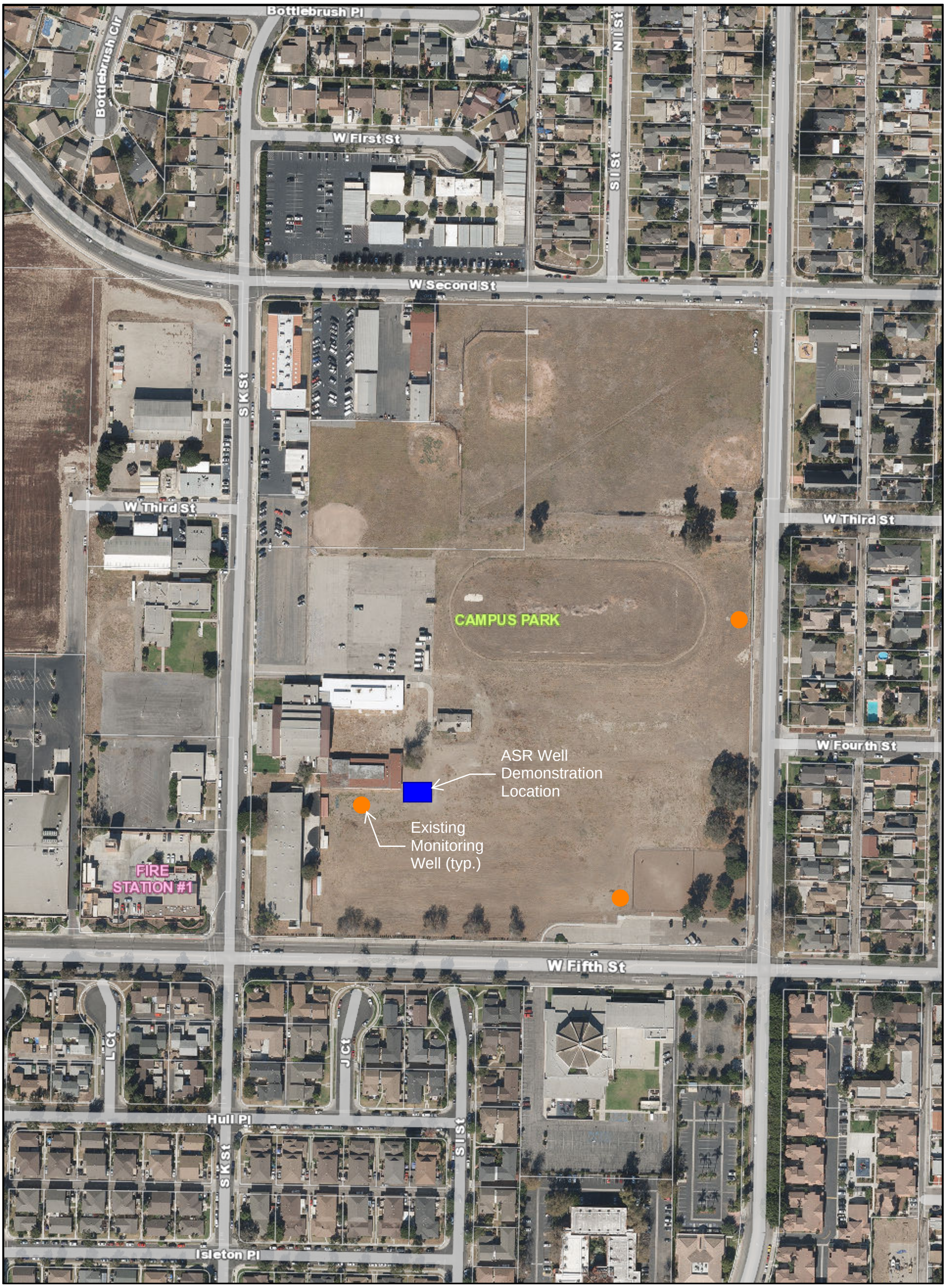
TOTAL BID PRICE IN DIGITS: $ 4,167,000.-

TOTAL BID PRICE IN WORDS: Four Million One Hundred Sixty Seven Thousand

Contractor must complete all Work within three hundred and sixty-five (365) Calendar Days of the City's Notice to Proceed.

B 4

ASR Well Completion Project Location



October 26, 2020

LEGEND

ASR Well Demonstration Location

Existing Monitoring Well

1:2,400

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.17 km

City of Oxnard GIS
The City of Oxnard GIS Division

Award Contract for Aquifer Storage and Recovery (ASR) Completion Project PW 20-08R

City Council
November 17, 2020

Tatiana Arnaout
City Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8261 with Spiess Construction Co., Inc. in the amount of $4,167,000 for the Aquifer Storage and Recovery (ASR) Completion Project (206502);

2. Approve $416,700 for project contingency for the Aquifer Storage and Recovery (ASR) Completion Project; and

3. Approve $416,700 for engineering, inspection, survey and project management for the Aquifer Storage and Recovery (ASR) Completion Project.

CONSTRUCTION BID AWARD SUMMARY

OPEN FOR BIDS	BIDS RESULTS	COUNCIL APPROVAL	START CONSTRUCTION	COMPLETE CONSTRUCTION
Bid Opening Oct. 27, 2020	Spiess Construction Co, Inc. was the low bidder at $4,167,000	City Council approval anticipated November 17, 2020	Scheduled to begin construction January 2021	Estimated completion December 2021

Total Project Cost: $5,000,400

*including Contingency, Engineering, Inspection, Survey, & Project Management

3

BACKGROUND - Project Purpose

Aquifer Storage and Recovery (ASR) Wells provide a method of injecting and storing recycled water in aquifer zones and pumping back as needed. This well will:

- Provide a place to store recycled water when demand is low and retrieval when demand is high;
- Provide retention time required by the Regional Board and the Department of Drinking water in order to pump back and treat for potable use; and
- Reduce or eliminate the need to either shut down the Advanced Water Purification Facility (AWPF) or discharge production to the ocean.

4

BACKGROUND - GREAT Program

Purpose of Program:

To ensure future reliable and affordable supply of high-quality water, the City of Oxnard has developed the Groundwater Recovery, Enhancement, and Treatment (GREAT) Program.

Groundwater Replenishment Reuse Project

- The Groundwater Replenishment Reuse Project (GRRP) for recycled water is part of the GREAT Program.
- The GRRP consists of using Aquifer Storage and Recovery (ASR) wells to inject recycled water into the groundwater and includes ASR Well #1 at the Campus Park.
- The ASR component consists of injecting advanced treated recycled water from the AWPF into the ground, holding the water in the aquifer for at least 3.1 months, and then withdrawing the water from the same wells for potable reuse.

5

BACKGROUND - GREAT Program

The ASR's critical role in the GREAT Program will be implemented in three phases:

- Phase 1 (current) - complete installation of one demonstration ASR well and obtain permits for indirect potable reuse from the State Division of Drinking Water. After permit approval, construction of pipeline to Blending Stations #1 and #6 will be necessary.
- Phase 2 - expand the City's AWPF to produce 12.5 mgd of advanced treated recycled water, construct four additional ASR wells, associated pumps, piping, and appurtenances located at the Campus Park and Blending Stations #1 and #6, and associated monitoring wells.
- Phase 3 - further expand the City's AWPF to produce 18.75 mgd of advanced treated recycled water and required the construction of six duty and three standby ASR wells, associated pumps, piping and appurtenances located at the City's Blending Stations #1, #3 and #6, and associated monitoring wells.

6

BACKGROUND - GREAT Program - Phase 1 (Current)

LEGEND

ASR Well Project at Campus Park

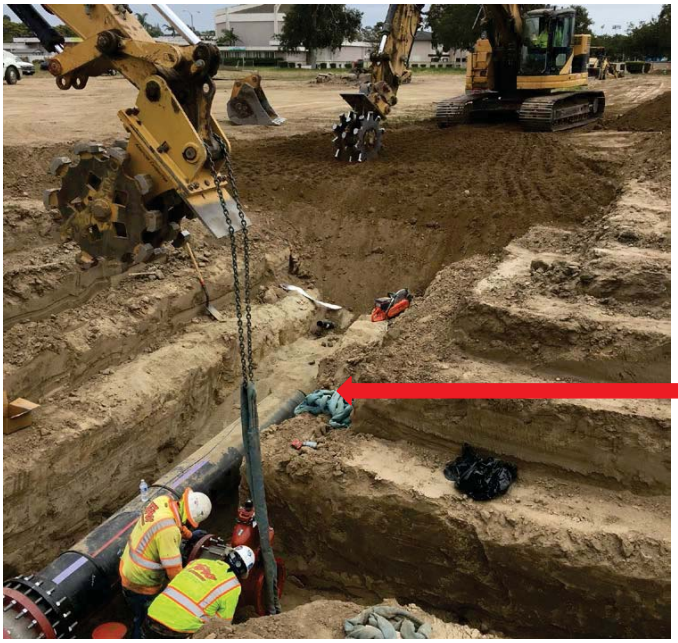
Connection to existing recycled water system in Ventura Road

Connection of ASR Well to Blending Stations #1 & #6

Existing Recycled Water Line

BACKGROUND - Project Area Map

BACKGROUND - Project Area Photo



Pipeline from AWPF to ASR Well

Existing Pipeline from AWPF to ASR Well at Campus Park

9

BACKGROUND - Project Area Photo

MONITORING WELL

ASR WELL

Existing ASR Well at Campus Park

10

BACKGROUND - Project Scope & Schedule

- ASR Completion Project No. 206502 includes:
  - installation of pump house;
  - installation of pump, piping, and appurtenances located within the pump house; and
  - construction of maintenance access road
- Scheduled to begin in January of 2021 and completed by December of 2021

11

DISCUSSION - Bidding Process

- Notice Inviting Formal Bids published October 8, 2020 and all bids were due on October 27, 2020
- The City received the bids listed below:

Spiess Construction Co., Inc:	$4,167,000
Caliagua, Inc.:	$4,395,778

- Lowest, responsive bidder: Spiess Construction Co., Inc
- Staff researched and verified all required contractor credentials

12

DISCUSSION - Project Cost

Bid	$4,167,000
Contingency (10%)	$416,700
EISPM (10%)	$416,700
TOTAL	**$5,000,400**

13

FINANCIAL IMPACT

- The total cost for the Aquifer Storage and Recovery (ASR) Completion Project No. 206502 is $5,000,400
- The 2020 Water Revenue Bonds recommended to be issued to pay for this long-lived capital project appear elsewhere on this meeting agenda
- Both this agenda item for the construction contract and the 2020 Water Revenue Bonds agenda item to pay for the construction contract should be considered by City Council in tandem

14

QUESTIONS?

CITY OF
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CALIFORNIA

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

APPOINTMENT ITEMS (5:00 PM)
AGENDA ITEM NO. D.3

DATE: November 17, 2020

TO: City Council, Financing Authority

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

SUBJECT: 2020 Water Revenue Bonds. (15/10/5)

RECOMMENDATION

1. That the City Council adopt a resolution approving an installment purchase agreement, indenture of trust, a continuing disclosure agreement, an escrow agreement, and a bond purchase agreement with respect to the issuance by the City of Oxnard Financing Authority of bonds in an aggregate principal amount not to exceed $35,000,000 in one or more series as federally tax-exempt and taxable bonds, approving a preliminary official statement and authorizing preparation of a final official statement and other matters pertaining thereto; and
2. That the Board of Directors of the City of Oxnard Financing Authority adopt a resolution approving an installment purchase agreement, indenture of trust, a continuing disclosure agreement, an escrow agreement, and a bond purchase agreement with respect to the issuance of bonds in an aggregate principal amount not to exceed $35,000,000 in one or more series as federally tax-exempt and taxable bonds, appointing a trustee, approving a preliminary official statement and authorizing preparation of a final official statement and other matters pertaining thereto.

BACKGROUND

The City has anticipated water demand increasing due to growth and groundwater becoming less available. To ensure future reliable and affordable supply of high-quality water, the City developed the Groundwater Recovery, Enhancement, and Treatment (GREAT) Program. The GREAT Program, initiated in the late 1990's and early 2000's, was intended as a water resources plan that combines wastewater recycling, groundwater injection, and groundwater desalination to provide regional water supply solutions to western Ventura County (also known as the Oxnard Plain). Project elements involve the expansion and upgrade of existing facilities and the construction of several new facilities within the Oxnard Plain.

Furthermore, the City initiated the Groundwater Replenishment Reuse Project (GRRP) for recycled water as part of the GREAT Program. The GRRP consists of using Aquifer Storage and Recovery (ASR) wells to inject recycled water into the groundwater and includes ASR Well #1 at Campus Park.

DISCUSSION

The FY 2020-25 Adopted Capital Improvement Program (CIP) for the Water Fund contains two long-lived capital projects slated to begin construction this year. Indeed, the construction contracts for both projects appear as the first two appointment items on the agenda for this meeting. The two CIP projects are the ASR Completion project ($6.25 million project cost) and the Hueneme Road Recycled Water Pipeline Phase II project ($18.65 million project cost).

Under the ASR Project, recycled water will be injected into a local groundwater aquifer for groundwater recharge and blending with City groundwater for delivery as potable water. Use of the recovered groundwater from the ASR wells could be used to offset future groundwater pumping cutbacks from the Fox Canyon Groundwater Management Agency

(FCGMA) and future population growth.

The purpose of the Hueneme Road Recycled Water Pipeline Phase II project is to bring recycled water to the large agricultural customers on the east side of the Oxnard Plain. In 2016, the United Water Conservation District (UWCD), Pleasant Valley County Water District (PVCWD), and the Hueneme Road agricultural group entered into an agreement (A-7651) with the City to purchase recycled water. In accordance with A-7651, each customer receiving reduced cost water is required to turn over a portion of its groundwater allocation to the City.

Both projects have exceptionally long expected useful lives, which makes them good candidates to be financed with bonds, so that ratepayers -- present and future -- who will benefit from the projects pay for those benefits over time through the annual debt service on the bonds. In fact, the expected useful lives of the projects are so long that the City's bond financing team (NHA Advisors as municipal advisor and Stifel Nicolaus as underwriter, complemented by Best Best & Krieger as bond counsel and Nixon Peabody as disclosure counsel) recommends that Oxnard issue its first 35-year bond to pay for them. Staff concurs in that recommendation.

In addition to this "new money" component of the 2020 Water Revenue Bonds, the bond financing team and City staff recommend taking advantage of low interest rates by simultaneously refunding two previous water bond issues: Series 2010A, $3.6 million outstanding, and Series 2012, $5.9 million outstanding. Detailed savings projections for refunding both bond issues appear on slide 6 of the accompanying PowerPoint presentation. Furthermore, there are economies of scale in costs of issuance by combining the two refundings with the "new money" component of the 2020 Water Revenue Bonds.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The construction contracts for the two projects recommended to be financed by the 2020 Water Revenue Bonds appear as the first two appointment items on the agenda for this meeting. Both the 2020 Water Revenue Bonds and the construction contracts should be considered by City Council in tandem. This is because it makes sense to authorize the bond issuance only if City Council awards the construction contracts. Similarly, it makes sense to award the construction contracts only if City Council agrees with the staff recommendation on how to pay for them.

As described above, the two projects being financed by the Series 2020 Water Revenue Bonds serve both growth and the existing ratepayer base. Together, 56 percent of the cost of the two projects is attributable to growth, and 44 percent is for the benefit of the existing water system. Therefore, 56 percent of the debt service for the Series 2020A bonds will be paid over time by Fund 603 Resource Development Fee, and the remaining 44 percent of debt service will be paid by Fund 601 Water Operating, because the latter is the percentage of the project that benefits existing ratepayers. Both of these funds, 601 and 603, are part of the overall Water Fund as reported in the City's Comprehensive Annual Financial Report each year.

Both funds have the financial capacity to pay their share of the debt service on the proposed 2020 Water Revenue Bonds for at least several years, at current water rates and customer consumption levels, which drive Water Fund revenue. Fund 603 Resource Development has $18.2 million of cash as of October 31, 2020. As of the same date, Fund 601 Water Operating has $30.3 million of cash, which is expected to be spent down at the rate of $5.725 million per year from the current fiscal year through FY 2023-24 on a third Water Fund CIP project -- the Automated Meter Infrastructure Replacement project (page 206 of the FY 2020-25 Adopted CIP document). The Water Fund as a whole is projected to generate sufficient annual revenue to cover existing and proposed debt service by a factor of around two times for at least the next several years.

The exact formula for the debt service coverage ratio is "(Operating Revenue excluding connection fees minus Operating

Expenses excluding non-cash expenditures and capital outlay) divided by Annual Debt Service (both principal and interest) on all bonds."

While the internal allocation of debt service between "growth" and "existing ratepayers" is important for City policy purposes, the capital markets care about the overall health of the Water Fund, not its individual components. Thus, the City's revenue pledge supporting the 2020 Water Revenue Bonds is all ratepayer charges, not just "existing system" or "growth"-related. Municipal bond investors would never consider buying bonds backed solely by growth-related connection fees, resource development fees, AB 1600 development impact fees, or any similar revenue source subject to fluctuations and the vagaries of the economy.

Due to the "wrapping" of debt service for the recommended 2020 Revenue Bonds shown on slide 8 of the accompanying PowerPoint presentation, the actual debt service that Fund 603 Resource Development Fee and Fund 601 Water Operating will combine to pay on the $25 million tax-exempt Series A bonds will be "interest only" (meaning, of course, no principal) from FY 2022-23 through FY 2039-40, at an estimated $907,800 per year. Beginning in FY 2040-41 and continuing to final maturity of the Series A bonds in FY 2054-55, Fund 603 Resource Development Fee and Fund 601 Water Operating will combine to pay an estimated $2.04 million annually in debt service, both principal and interest.

For the current fiscal year and next fiscal year only, the two funds will combine to pay $1.34 million and $1.89 million, respectively, for debt service on the Series A bonds. The debt service totals this fiscal year and next are much higher than for FY 2022-23 through FY 2039-40 because they include the last two years of principal and interest on the Series 2010A bonds being refunded.

Finally, $5 million of Series 2020B (taxable) bonds will be sold to advance-refund outstanding 2012 bonds. The Series 2020B bonds need to be issued on a taxable basis, because the federal Tax Cut and Jobs Act of 2017 eliminated the ability of state and local governments to do advance refundings on a tax-exempt basis. Even so, interest rates are so low now that it still makes economic sense to refund the tax-exempt 2012 bonds on a taxable basis.

The FY 2020-21 Adopted Budget has sufficient appropriations in the aggregate in the Water Fund to pay the debt service scheduled for the Series 2020A and the Series 2020B bonds, but all of the appropriation is in Fund 601 Water Operating. As explained above, growth needs to pay a significant share of the debt service on the 2020 Water Revenue Bonds. This will be done with Fund 603 Water Resource Development Fee. Therefore, once the bonds are actually sold and precise debt service amounts are known, staff will return to City Council with a Budget Appropriation Request for Fund 603 Resource Development Fee as part of the FY 2020-21 Mid-Year Budget Review. The Budget Appropriation Request at that time will involve reducing the appropriation for debt service in Fund 601 Water Operating, and increasing the appropriation for debt service in Fund 603 Resource Development Fee.

Attached are current drafts of the documents related to the bond issue. Exhibit A is required by State law and is incorporated by reference into this staff report. Also notable among the attachments is the Preliminary Official Statement, which is akin to an offering prospectus for the bonds. Investors and their advisors review and rely on the Preliminary Official Statement for information about the City, the Water Fund, and the 2020 bonds being offered for sale.

As always, the most important bond covenant to which the City is pledged is the rate covenant. As with prior Water Revenue Bond issues, the City pledges to set rates and charges each year sufficient to generate net Water System Revenue equal to the sum of (i) that fiscal year's debt service on all bonds; and (ii) enough cash to ensure a cash reserve of at least 25 percent of maximum annual debt service over the life of all bonds.

Also attached is the bond rating report from S&P Global Ratings (once known as Standard & Poor's). S&P has affirmed its existing "A" rating, with a stable outlook, on the City's Water Revenue Bonds. The whole report is worth reading for an independent analysis of the City's water system and its recent financial performance. The report ends bluntly: "Based on our financial management assessment, we view the water system to be a '4' on a six-point scale, with '1' being the strongest. While financial policies and practices exist in most areas, we view the water system's past insufficient financial performance without timely correction as a significant weakness."

COMMITTEE OUTCOME

At the time this Council agenda was published (November 5, 2020), the Finance and Governance Committee had not yet considered the item, as it was placed on its November 10, 2020 agenda. At the Council's November 17, 2020 meeting, staff will provide an update to Council explaining the outcome of the Finance and Governance Committee's discussion.

Prepared by: Kevin Riper, Chief Financial Officer

ATTACHMENTS

1. Exhibit A - Good Faith Estimates 10.29.20
2. Oxnard 2020 RBs - Resolution of the City-c1-c1
3. Oxnard 2020 RBs - Resolution of the Authority-c1-c1
4. Official Statement Installment Purchase Agreement Indenture of Trust Escrow Deposit and Trust Agreements and Continuing Disclosure Certificate
5. Bond Purchase Contract - City of Oxnard - 2020 Water Revenue Bonds 4824-6794-2096 v.3
6. S&P Global Ratings: Oxnard Financing Authority, California; Water/Sewer
7. City Council Water Bonds and Refunding Presentation for 11-17 Meeting 201104

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the 2020 Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the Authority by the Municipal Advisor.

Principal Amount. The Municipal Advisor has informed the Authority that, based on the Authority's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the 2020 Bonds to be sold is $30,050,000, (the "Estimated Principal Amount").

True Interest Cost of the 2020 Bonds. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amount of the 2020 Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, their good faith estimate of the true interest cost of the 2020 Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the 2020 Bonds, is 2.20%.

Finance Charge of the 2020 Bonds. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amount of the 2020 Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, their good faith estimate of the finance charge for the 2020 Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the 2020 Bonds), is $564,600.

Amount of Proceeds to be Received. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amount of the 2020 Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, their good faith estimate of the amount of proceeds expected to be received by the Authority for sale of the 2020 Bonds, less the finance charge of the 2020 Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the 2020 Bonds, is $32,071,808.

Total Payment Amount. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amount of the 2020 Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, their good faith estimate of the total payment amount, which means the sum total of all payments the Authority will make to pay debt service on the 2020 Bonds, plus the finance charge for the 2020 Bonds, as described above, not paid with the proceeds of the 2020 Bonds, calculated to the final maturity of the 2020 Bonds, is $56,458,282, which excludes any reserves or capitalized interest paid or funded with proceeds of the 2020 Bonds (which may offset such total payment amount).

The foregoing estimates constitute good faith estimates only as of October 29, 2020, and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of the 2020 Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the 2020

Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of 2020 Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the 2020 Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the 2020 Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the Authority's financing plan, or a combination of such factors. The actual date of sale of the 2020 Bonds and the actual principal amount of the 2020 Bonds sold will be determined by the Authority based on the timing of the need for proceeds of the 2020 Bonds and other factors. The actual interest rates borne by the 2020 Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the 2020 Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic, national, international and other factors beyond the control of the Authority, or the Municipal Advisor.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING AN INSTALLMENT PURCHASE AGREEMENT, INDENTURE OF TRUST, A CONTINUING DISCLOSURE AGREEMENT, AN ESCROW AGREEMENT, AND A BOND PURCHASE AGREEMENT WITH RESPECT TO THE ISSUANCE BY THE CITY OF OXNARD FINANCING AUTHORITY OF BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $35,000,000 IN ONE OR MORE SERIES AS FEDERALLY TAX-EXEMPT AND TAXABLE, APPROVING A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING PREPARATION OF A FINAL OFFICIAL STATEMENT AND OTHER MATTERS PERTAINING THERETO

WHEREAS, the City of Oxnard (the "City") previously incurred obligations to finance the construction, improvement, betterment, renovation and expansion of certain facilities within the City (the "Prior Projects"); and

WHEREAS, City of Oxnard Financing Authority (the "Authority") issued the following series of bonds to finance the construction of the Prior Projects:

(1) $3,635,000 outstanding principal amount of City of Oxnard Financing Authority Water Revenue Project Bonds, Series 2010A (the "2010 Bonds"); and

(2) $5,925,000 outstanding principal amount of City of Oxnard Financing Authority Water Revenue Refunding Bonds, Series 2012 (the "2012 Bonds"); Together the 2010 Bonds and the 2012 Bonds shall be referred to as the "Prior Bonds"; and

WHEREAS, the City Council has considered financing additional Projects of benefit to the Water System in an amount of $24,900,000 (the "2020 Project");

WHEREAS, the City has determined to finance the 2020 Project and refinance the Prior Bonds through the issuance by the Authority of an aggregate principal amount of bonds in an amount not to exceed $35,000,000, in one or more series, as either tax-exempt or taxable bonds, as may be determined (the "2020 Bonds"), pursuant to an Indenture of Trust to be entered into among the City, the Authority and Wells Fargo Bank, National Association, as trustee (the "Trustee"); and

WHEREAS, under the terms of an Installment Purchase Agreement between the City and the Authority (the "Installment Purchase Agreement") the Authority will sell the Prior Projects and the 2020 Project to the City and the City will agree to make installment payments to the Authority; and

WHEREAS, there has been presented to the City Council a form of Bond Purchase Agreement (the "Bond Purchase Agreement") whereby Stifel, Nicolaus & Company, Incorporated (the "Underwriter") will purchase the 2020 Bonds; and

WHEREAS, there has also been presented to the City Council a Preliminary Official statement with respect to the 2020 Bonds and the City Council has determined that said Preliminary Official Statement should be approved, that the Underwriter should be authorized to distribute said Preliminary Official Statement in connection with the marketing of the 2020 Bonds, and that the preparation of a final Official Statement, based on said Preliminary Official Statement, should be authorized; and

WHEREAS, Section 5852.1 of the California Government Code requires that the Board obtain from an underwriter, financial advisor or private lender and disclose, in a meeting open to the public, prior to authorization of the issuance of the 2020 Bonds, good faith estimates of (a) the true interest cost of the 2020 Bonds, (b) the sum of all fees and charges paid to third parties with respect to the 2020 Bonds, (c) the amount of proceeds of the 2020 Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the 2020 Bonds, and (d) the sum total of all debt service payments on the 2020 Bonds calculated to the final maturity of the 2020 Bonds, plus the fees and charges paid to third parties not paid with the proceeds of the 2020 Bonds;

WHEREAS, in compliance with Section 5852.1 of the California Government Code, the Council has obtained from NHA Advisors, Inc., the City's municipal advisor (the "Municipal Advisor") the required good faith estimates and such estimates are disclosed and set forth in Exhibit A attached hereto; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the issuance of the 2020 Bonds hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the City is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such issuance for the purpose, in the manner and upon the terms herein provided;

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

Section 1. Recitals True and Correct. The foregoing recitals are true and correct and the City Council so finds and determines.

Section 2. Refunding of Prior Bonds and Funding 2020 Project. The City Council hereby approves the issuance of the 2020 Bonds by the Authority for the refinancing and refunding of all or any portion of the Prior Bonds, and for the purposes of raising new money for the 2020 Project with the proceeds of the 2020 Bonds on the terms and conditions detailed in the documents presented at this meeting. Additionally, the 2020 Bonds shall pay costs incurred in connection with the issuance of the 2020 Bonds, all in accordance with the provisions of this Resolution and the Indenture of Trust as finally executed and delivered. The 2020 Bonds may be issued as tax-exempt bonds or as taxable bonds and any Authorized Representative, defined below, may determine the principal amount of 2020 Bonds to be issued as tax-exempt bonds and the principal amount of the 2020 Bonds which may be issued as taxable bonds.

Section 3. Approval of Installment Purchase Agreement. The agreement entitled "Installment Purchase Agreement (Series 2020)" to be entered into by and between the City and

the Authority, which provides generally for (i) the sale of the Prior Projects by the City to the Authority, (ii) the acquisition of the 2020 Project by the Authority, (iii) the purchase by the City from the Authority of the Prior Projects and the 2020 Project, and (iv) the payment by the City to the Authority of Installment Payments in amounts which will be sufficient to pay the principal of and interest owing on the 2020 Bonds until the 2020 Bonds are fully paid, is hereby approved and the Mayor, Mayor Pro Tem, the City Manager, Chief Finance Officer and City Clerk (each an "Authorized Representative") are, and each such officer is, authorized and directed to execute, acknowledge and deliver said agreement on behalf of the City in substantially the form hereby approved with such changes therein as the officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. Approval of Indenture of Trust. The agreement entitled "Indenture of Trust" to be entered into by and among the City, the Authority and the Trustee named therein, are hereby approved and any Authorized Representative is authorized and directed to execute, acknowledge and deliver said agreement on behalf of the City in substantially the form hereby approved with such changes therein as the officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 5. Approval of Escrow Agreements. The agreements each entitled "Escrow Agreement," for the refunding and defeasance of the 2010 Bonds and the 2012 Bonds to be entered into by and among the Authority, the City and Wells Fargo Bank, National Association (in such capacity the "Escrow Bank") are hereby approved and any Authorized Representative is authorized and directed to execute, acknowledge and deliver said Agreements on behalf of the City in substantially the form hereby approved with such changes therein as the officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 6. Approval of Bond Purchase Agreement and Conditions of Approval. The form of Bond Purchase Agreement presented at this meeting is hereby approved and is hereby authorized to accept, for and in the name of the City, such Bond Purchase Agreement in substantially the form hereby approved with such changes therein as the Authorized Representative executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof, provided that the principal amount of 2020 Bonds of the Authority to be sold pursuant to the Bond Purchase Agreement shall not exceed $35,000,000 and the Underwriter's discount or fee (not including any original issue discount or premium on the bonds) shall not exceed 0.45% of the principal amount of 2020 Bonds sold.

Section 7. Approval of Preliminary Official Statement. The Preliminary Official Statement presented at this meeting is approved, and the City Manager and the Chief Finance Officer are, and each such officer is, authorized to consent to and assist in the preparation of the Preliminary Official Statement and to deem the information therein final and accurate in all material respects, and the Underwriter is authorized to distribute said Preliminary Official Statement as approved hereby, or as modified with the consent of the City Manager or the Chief Finance Officer, to prospective purchasers of the 2020 Bonds. The City Manager and the Chief Finance Officer are, and each such officer is, authorized to participate in the preparation of the Final Official Statement, based on the Preliminary Official Statement, and to make such modifications thereto as may be necessary in order to make the discussion therein full and

accurate in all material respects and agreed to by Bond Counsel and the Underwriter. The City Manager and the Chief Finance Officer are, and each such officer is, also hereby authorized and directed to deem the Preliminary Official Statement final within the meaning of Rule 15c2 12 of the Securities Exchange Act of 1934 (the "Rule"), omitting only such information as permitted by the Rule and to execute a certificate stating the City's determination that the Preliminary Official Statement has been deemed final within the meaning of the Rule.

Section 8. Continuing Disclosure Agreement. The agreement entitled "Continuing Disclosure Agreement" relating to the 2020 Bonds to be executed by City and the Authority in connection with the issuance of the 2020 Bonds, is hereby approved and any Authorized Representatives authorized and directed to execute, acknowledge and deliver said agreement on behalf of the City in substantially the form hereby approved with such changes therein as the officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 9. Other Acts. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the issuance of the 2020 Bonds, the refunding of the Prior Bonds and the financing of the 2020 Project or otherwise to effectuate the purpose of this Resolution, including obtaining bond insurance or other guarantee of the 2020 Bonds, and such actions previously taken by such officers are hereby ratified and confirmed.

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

Section 10. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED this ___ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen Fischer, City Attorney

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

I, Michelle Ascencion, City Clerk of the City of Oxnard, do hereby certify the attached to be a true and correct copy of City of Oxnard, City Council Resolution No. _____, adopted at the Oxnard City Council Meeting held on _____, 2020. The original resolution is on file in the City Clerk's Office at 300 W. Third Street, Oxnard, California 93030.

DATED this ___ day of _____, 2020.

_____
Michelle Ascencion, CMC
City Clerk

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the 2020 Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the City by the Municipal Advisor.

Principal Amount. The Municipal Advisor has informed the City that, based on the City's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the 2020 Bonds to be sold is $30,050,000, (the "Estimated Principal Amount").

True Interest Cost of the 2020 Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the 2020 Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, their good faith estimate of the true interest cost of the 2020 Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the 2020 Bonds, is 2.20%.

Finance Charge of the 2020 Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the 2020 Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, their good faith estimate of the finance charge for the 2020 Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the 2020 Bonds), is $564,600.

Amount of Proceeds to be Received. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the 2020 Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, their good faith estimate of the amount of proceeds expected to be received by the City for sale of the 2020 Bonds, less the finance charge of the 2020 Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the 2020 Bonds, is $32,071,808.

Total Payment Amount. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the 2020 Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, their good faith estimate of the total payment amount, which means the sum total of all payments the City will make to pay debt service on the 2020 Bonds, plus the finance charge for the 2020 Bonds, as described above, not paid with the proceeds of the 2020 Bonds, calculated to the final maturity of the 2020 Bonds, is $56,458,282, which excludes any reserves or capitalized interest paid or funded with proceeds of the 2020 Bonds (which may offset such total payment amount).

The foregoing estimates constitute good faith estimates only as of October 29, 2020, and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of the 2020 Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the 2020 Bonds being different than the date assumed for purposes of such estimates, (b) the

actual principal amount of 2020 Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the 2020 Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the 2020 Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the City's financing plan, or a combination of such factors. The actual date of sale of the 2020 Bonds and the actual principal amount of the 2020 Bonds sold will be determined by the City based on the timing of the need for proceeds of the 2020 Bonds and other factors. The actual interest rates borne by the 2020 Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the 2020 Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic, national, international and other factors beyond the control of the City, or the Municipal Advisor.

BOARD OF DIRECTORS OF
THE CITY OF OXNARD FINANCING AUTHORITY

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF CITY OF OXNARD FINANCING AUTHORITY APPROVING AN INSTALLMENT PURCHASE AGREEMENT, INDENTURE OF TRUST, A CONTINUING DISCLOSURE AGREEMENT, AN ESCROW AGREEMENT, AND A BOND PURCHASE AGREEMENT WITH RESPECT TO THE ISSUANCE OF BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $35,000,000 IN ONE OR MORE SERIES AS FEDERALLY TAX-EXEMPT AND FEDERALLY TAXABLE, APPOINTING A TRUSTEE, APPROVING A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING PREPARATION OF A FINAL OFFICIAL STATEMENT AND OTHER MATTERS PERTAINING THERETO

WHEREAS, the City of Oxnard (the "City") previously incurred obligations to finance the construction, improvement, betterment, renovation and expansion of certain facilities within the City (the "Prior Projects"); and

WHEREAS, City of Oxnard Financing Authority (the "Authority") issued the following series of bonds to finance the construction of the Prior Projects:

(1) $3,635,000 outstanding principal amount of City of Oxnard Financing Authority Water Revenue Project Bonds, Series 2010A (the "2010 Bonds"); and

(2) $5,925,000 outstanding principal amount of City of Oxnard Financing Authority Water Revenue Refunding Bonds, Series 2012 (the "2012 Bonds"); Together the 2010 Bonds and the 2012 Bonds shall be referred to as the "Prior Bonds"; and

WHEREAS, the City Council has considered financing additional Projects of benefit to the Water System in an amount of $24,900,000 (the "2020 Project");

WHEREAS, the City has determined to finance the 2020 Project and refinance the Prior Bonds through the issuance by the Authority of an aggregate principal amount of bonds in an amount not to exceed $35,000,000, in one or more series, as either tax-exempt or taxable bonds, as may be determined (the "2020 Bonds"), pursuant to an Indenture of Trust to be entered into among the City, the Authority and Wells Fargo Bank, National Association, as trustee (the "Trustee"); and

WHEREAS, under the terms of an Installment Purchase Agreement between the City and the Authority (the "Installment Purchase Agreement") the Authority will sell the Prior Projects and the 2020 Project to the City and the City will agree to make installment payments to the Authority; and

WHEREAS, there has been presented to the City Council a form of Bond Purchase Agreement (the "Bond Purchase Agreement") whereby Stifel, Nicolaus & Company, Incorporated (the "Underwriter") will purchase the 2020 Bonds; and

WHEREAS, there has also been presented to the Board of Directors a Preliminary Official Statement with respect to the 2020 Bonds and the Board of Directors has determined that said Preliminary Official Statement should be approved, that the Underwriter should be authorized to distribute said Preliminary Official Statement in connection with the marketing of the 2020 Bonds, and that the preparation of a final Official Statement, based on said Preliminary Official Statement, should be authorized; and

WHEREAS, Section 5852.1 of the California Government Code requires that the Board obtain from an underwriter, financial advisor or private lender and disclose, in a meeting open to the public, prior to authorization of the issuance of the 2020 Bonds, good faith estimates of (a) the true interest cost of the 2020 Bonds, (b) the sum of all fees and charges paid to third parties with respect to the 2020 Bonds, (c) the amount of proceeds of the 2020 Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the 2020 Bonds, and (d) the sum total of all debt service payments on the 2020 Bonds calculated to the final maturity of the 2020 Bonds, plus the fees and charges paid to third parties not paid with the proceeds of the 2020 Bonds;

WHEREAS, in compliance with Section 5852.1 of the California Government Code, the Board has obtained from NHA Advisors, Inc., the Authority's municipal advisor (the "Municipal Advisor") the required good faith estimates and such estimates are disclosed and set forth in Exhibit A attached hereto; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the issuance of the 2020 Bonds hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Authority is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such issuance for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY the Board of Directors of the City of Oxnard Financing Authority as follows:

Section 1. Recitals True and Correct. The foregoing recitals are true and correct and the Board of Directors so finds and determines.

Section 2. Refunding of Prior Bonds and Funding 2020 Project. The Board of Directors hereby approves the issuance of the 2020 Bonds for the refinancing and refunding of all or any portion of the Prior Bonds, and for the purposes of raising new money for the 2020 Project with the proceeds of the 2020 Bonds on the terms and conditions detailed in the documents presented at this meeting. Additionally, the 2020 Bonds shall pay costs incurred in connection with the issuance of the 2020 Bonds, all in accordance with the provisions of this Resolution and the Indenture of Trust as finally executed and delivered. The 2020 Bonds may be issued as tax-exempt bonds or as taxable bonds and any Authorized Representative, defined below, may determine the principal amount of 2020 Bonds to be issued as tax-exempt bonds and the principal amount of the 2020 Bonds which may be issued as taxable bonds.

Section 3. Approval of Installment Purchase Agreement. The agreement entitled "Installment Purchase Agreement (Series 2020)" to be entered into by and between the City and the Authority, which provides generally for (i) the sale of the Prior Projects by the City to the Authority, (ii) the acquisition of the 2020 Project by the Authority, (iii) the purchase by the City from the Authority of the Prior Projects and the 2020 Project, and (iv) the payment by the City to the Authority of Installment Payments in amounts which will be sufficient to pay the principal of and interest owing on the 2020 Bonds until the 2020 Bonds are fully paid, is hereby approved and the Chair, Vice-Chair, the Executive Director, Chief Financial Officer and Secretary of the Board of Directors (each an "Authorized Representative") are, and each such officer is, authorized and directed to execute, acknowledge and deliver said agreement on behalf of the Authority in substantially the form hereby approved with such changes therein as the officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. Approval of Indenture of Trust. The agreement entitled "Indenture of Trust" to be entered into by and among the City, the Authority and the Trustee named therein, are hereby approved and any Authorized Representative is authorized and directed to execute, acknowledge and deliver said agreement on behalf of the Authority in substantially the form hereby approved with such changes therein as the officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 5. Approval of Escrow Agreements. The agreements each entitled "Escrow Agreement," for the refunding and defeasance of the 2010 Bonds and 2012 Bonds, to be entered into by and among the Authority, the City and Wells Fargo Bank, National Association (in such capacity the "Escrow Bank") is hereby approved and any Authorized Representative is authorized and directed to execute, acknowledge and deliver said Agreements on behalf of the Authority in substantially the form hereby approved with such changes therein as the officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 6. Approval of Bond Purchase Agreement and Conditions of Approval. The form of Bond Purchase Agreement presented at this meeting is hereby approved and is hereby authorized to accept, for and in the name of the Authority, such Bond Purchase Agreement in substantially the form hereby approved with such changes therein as the Authorized Representative executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof, provided that the principal amount of 2020 Bonds to be sold pursuant to the Bond Purchase Agreement shall not exceed $35,000,000 and the Underwriter's discount or fee (not including any original issue discount or premium on the bonds) shall not exceed 0.45% of the principal amount of 2020 Bonds sold.

Section 7. Appointment of Trustee. Wells Fargo Bank, National Association is appointed as Trustee pursuant to the Indenture of Trust to take any and all action provided therein to be taken by the Trustee.

Section 8. Forms of Bonds. The forms of the 2020 Bonds set forth in Indenture of Trust are approved, and the Trustee is authorized to authenticate the 2020 Bonds and to apply, deposit, invest, administer and utilize the proceeds Authorized Representative is authorized to determine

the final aggregate principal amount of the 2020 Bonds to be purchased by the Underwriter and the final maturity date of the 2020 Bonds based on the determination of the Executive Director or Chief Financial Officer of the amount needed to refinance the Prior Projects, finance the 2020 Project, achieve the City's financing objectives, and to pay Costs of Issuance, as defined and specified in the Indenture of Trust.

Section 9. Approval of Preliminary Official Statement. The Preliminary Official Statement presented at this meeting is approved, and the Executive Director and the Chief Financial Officer are, and each such officer is, authorized to consent to and assist in the preparation of the Preliminary Official Statement and to deem the information therein final and accurate in all material respects, and the Underwriter is authorized to distribute said Preliminary Official Statement as approved hereby, or as modified with the consent of the Executive Director or the Chief Financial Officer, to prospective purchasers of the 2020 Bonds. The Executive Director and the Chief Financial Officer are, and each such officer is, authorized to participate in the preparation of the Final Official Statement, based on the Preliminary Official Statement, and to make such modifications thereto as may be necessary in order to make the discussion therein full and accurate in all material respects and agreed to by Bond Counsel to the Authority and the Underwriter. The Executive Director and the Chief Financial Officer are, and each such officer is, also hereby authorized and directed to deem the Preliminary Official Statement final within the meaning of Rule 15c2 12 of the Securities Exchange Act of 1934 (the "Rule"), omitting only such information as permitted by the Rule and to execute a certificate stating the Authority's determination that the Preliminary Official Statement has been deemed final within the meaning of the Rule.

Section 10. Continuing Disclosure Agreement. The agreement entitled "Continuing Disclosure Agreement" relating to the 2020 Bonds to be executed by City and the Authority in connection with the issuance of the 2020 Bonds, is hereby approved and any Authorized Representatives authorized and directed to execute, acknowledge and deliver said agreement on behalf of Authority in substantially the form hereby approved with such changes therein as the officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 11. Other Acts. The officers of the Authority are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the issuance of the 2020 Bonds, the refunding of the Prior Bonds and the financing of the 2020 Project or otherwise to effectuate the purpose of this Resolution, including obtaining bond insurance or other guarantee of the 2020 Bonds, and such actions previously taken by such officers are hereby ratified and confirmed.

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Section 12. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED this ___ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Chairman

ATTEST:

_____
Michelle Ascencion, Secretary

APPROVED AS TO FORM:

_____
Stephen Fischer, Authority Counsel

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

I, Michelle Ascencion, Secretary of the City of Oxnard Financing Authority, do hereby certify the attached to be a true and correct copy of City of Oxnard Financing Authority Resolution No. _____, adopted at the Oxnard City Council Meeting held on _____, 2020. The original resolution is on file in the City Clerk's Office at 300 W. Third Street, Oxnard, California 93030.

DATED this ___ day of _____, 2020.

_____
Michelle Ascencion, CMC
Secretary

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the 2020 Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the Authority by the Municipal Advisor.

Principal Amount. The Municipal Advisor has informed the Authority that, based on the Authority's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the 2020 Bonds to be sold is $30,050,000, (the "Estimated Principal Amount").

True Interest Cost of the 2020 Bonds. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amount of the 2020 Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, their good faith estimate of the true interest cost of the 2020 Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the 2020 Bonds, is 2.20%.

Finance Charge of the 2020 Bonds. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amount of the 2020 Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, their good faith estimate of the finance charge for the 2020 Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the 2020 Bonds), is $564,600.

Amount of Proceeds to be Received. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amount of the 2020 Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, their good faith estimate of the amount of proceeds expected to be received by the Authority for sale of the 2020 Bonds, less the finance charge of the 2020 Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the 2020 Bonds, is $32,071,808.

Total Payment Amount. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amount of the 2020 Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, their good faith estimate of the total payment amount, which means the sum total of all payments the Authority will make to pay debt service on the 2020 Bonds, plus the finance charge for the 2020 Bonds, as described above, not paid with the proceeds of the 2020 Bonds, calculated to the final maturity of the 2020 Bonds, is $56,458,282, which excludes any reserves or capitalized interest paid or funded with proceeds of the 2020 Bonds (which may offset such total payment amount).

The foregoing estimates constitute good faith estimates only as of October 29, 2020, and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of the 2020 Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of

the 2020 Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of 2020 Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the 2020 Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the 2020 Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the Authority's financing plan, or a combination of such factors. The actual date of sale of the 2020 Bonds and the actual principal amount of the 2020 Bonds sold will be determined by the Authority based on the timing of the need for proceeds of the 2020 Bonds and other factors. The actual interest rates borne by the 2020 Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the 2020 Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic, national, international and other factors beyond the control of the Authority, or the Municipal Advisor.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2020

This Preliminary Official Statement and the information contained herein are subject to completion or amendment without notice. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

NEW ISSUE – FULL BOOK-ENTRY

UNDERLYING RATING S&P: "___"
INSURED RATING S&P: "___"

In the opinion of Best Best & Krieger LLP, Riverside, California, Bond Counsel, subject to certain qualifications described herein, under existing statutes, regulations, rules and court decisions, and assuming certain representations and compliance with certain covenants and requirements described herein, the interest on the Series A Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum taxes. Interest on the Series B Bonds is not excluded from gross income for federal income tax purposes. In the further opinion of Bond Counsel, interest on the 2020 Bonds is exempt from California personal income taxes. See "TAX MATTERS" herein.

$_____*	$_____*
CITY OF OXNARD FINANCING AUTHORITY **Water Revenue Bonds,** **Series 2020A**	**CITY OF OXNARD FINANCING AUTHORITY** **Water Revenue Refunding Bonds,** **Series 2020B (Federally Taxable)**

Dated: Date of Delivery **Due: June 1, as shown on inside cover**

Authority for Issuance. The City of Oxnard Financing Authority (the "Authority") Water Revenue Bonds, Series 2020A (the "Series A Bonds") and Water Revenue Refunding Bonds, Series 2020B (Federally Taxable) (the "Series B Bonds," and, together with the Series A Bonds, the "2020 Bonds") are being issued pursuant to the Constitution and the laws of the State of California (the "State"), including the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6584) of the California Government Code, as amended (the "Bond Law"), and an Indenture of Trust, dated as of _____ 1, 2020 (the "Indenture") by and among the Authority, the City and Wells Fargo Bank, National Association, as trustee for the 2020 Bonds (the "Trustee").

Use of Proceeds. The Series A Bonds are being issued to provide funds to (i) finance certain capital improvements to the City's water system (the "Water System"), (ii) refund all or a portion of the City of Oxnard Financing Authority Water Revenue Project Bonds Series 2010A (the "2010 Bonds"), (iii) purchase a municipal bond insurance policy and a debt service reserve surety for the Series A Bonds, and (iv) pay the costs of issuing the Series A Bonds. The Series B Bonds are being issued to provide funds to (i) refund all or a portion of the City of Oxnard Financing Authority Water Revenue Refunding Bonds Series 2012 (the "2012 Bonds," and, together with the 2010 Bonds the "Refunded Bonds"), (ii) purchase a municipal bond insurance policy and a debt service reserve surety for the Series B Bonds, and (iii) pay the costs of issuing the Series B Bonds. See "FINANCING PLAN."

Security for the 2020 Bonds. The 2020 Bonds are payable from Revenues consisting primarily of installment payments (the "Installment Payments") payable by the City to the Authority under an Installment Purchase Agreement dated as of _____ 1, 2020 (the "Installment Purchase Agreement") and amounts on deposit in certain funds and accounts established by the Installment Purchase Agreement and the Indenture. The obligation of the City to make Installment Payments under the Installment Purchase Agreement is a special obligation of the City payable solely from and secured by a pledge of Net Water System Revenues on parity with $[_____] the Existing Additional Obligations (as defined in this Official Statement) that will be outstanding upon the issuance of the 2020 Bonds. Net Water System Revenues are defined generally as gross revenues received from the Water System, less maintenance and operation costs of the Water System. See "SECURITY FOR THE 2020 BONDS."

Bond Terms; Book-Entry Only. The 2020 Bonds will bear interest at the rates shown below, payable semiannually on June 1 and December 1 of each year, commencing on June 1, 2021, and will be issued in fully registered form without coupons in the denomination of $5,000 or any integral multiple of $5,000. The 2020 Bonds will be issued in book-entry only form, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchasers of the 2020 Bonds will not receive certificates representing their interests in the 2020 Bonds. Payments of the principal of, premium, if any, and interest on the 2020 Bonds will be made to DTC, which is obligated in turn to remit such principal, premium, if any, and interest to its DTC Participants for subsequent disbursement to the beneficial owners of the 2020 Bonds. See "THE 2020 BONDS – General Provisions."

Redemption. The 2020 Bonds are subject to special mandatory, optional and mandatory sinking fund redemption prior to maturity. See "THE 2020 BONDS – Redemption."

Bond Insurance. The scheduled payment of principal of and interest on a portion, or all, of the 2020 Bonds (such maturities insured to be specified in the final Official Statement) when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the 2020 Bonds by _____. See "BOND INSURANCE" herein.

Reserve Policy. The Reserve Fund will be funded by the purchase of a municipal bond debt service reserve insurance policy relating to the 2020 Bonds issued by the Insurer (the "Reserve Policy") to be issued concurrently with the delivery of the 2020 Bonds by _____.

[INSERT INSURER LOGO]

THE 2020 BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM INSTALLMENT PAYMENTS MADE BY THE CITY AND CERTAIN MONEYS HELD UNDER THE INDENTURE. THE 2020 BONDS ARE NOT A DEBT OF THE CITY, THE STATE OF CALIFORNIA (THE "STATE") OR ANY POLITICAL SUBDIVISION THEREOF, AND SHALL BE PAYABLE SOLELY FROM THE REVENUES PLEDGED THEREFOR PURSUANT TO THE INDENTURE. THE OBLIGATION OF THE CITY TO PAY INSTALLMENT PAYMENTS DOES NOT CONSTITUTE AN OBLIGATION OF THE CITY FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE OBLIGATION OF THE CITY TO PAY INSTALLMENT PAYMENTS UNDER THE INSTALLMENT PURCHASE AGREEMENT DOES NOT CONSTITUTE A DEBT OR INDEBTEDNESS OF THE CITY, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS IN CONTRAVENTION OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE OF 2020 BONDS. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION WITH RESPECT TO THE PURCHASE OF THE 2020 BONDS.

The 2020 Bonds are offered when, as and if issued and received by the Underwriter and subject to the approval as to their legality by Best Best & Krieger LLP, Riverside, California, Bond Counsel. Certain legal matters will also be passed upon for the Authority and the City by Nixon Peabody LLP, Los Angeles, California, as Disclosure Counsel. Certain legal matters will be passed upon for the Authority and the City by the City Attorney, and for the Underwriter by Stradling Yocca Carlson & Rauth, A Professional Corporation, Newport Beach, California, as Underwriter's counsel. It is anticipated that the 2020 Bonds will be delivered in definitive form through DTC on or about December __, 2020.

STIFEL

The date of this Official Statement is: _____, 2020.

_____
* Preliminary; subject to change.

$_____*
CITY OF OXNARD FINANCING AUTHORITY
Water Revenue Bonds,
Series 2020A

MATURITY SCHEDULE

Maturity Date (June 1)	Principal Amount	Interest Rate	Yield	CUSIP[(1)]

$_____ _____% Term Bond maturing June 1, _____; Yield _____%; CUSIP _____

$_____ _____% Term Bond maturing June 1, _____; Yield _____%; CUSIP _____

* Preliminary, subject to change.

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$_____*
CITY OF OXNARD FINANCING AUTHORITY
Water Revenue Refunding Bonds,
Series 2020B (Federally Taxable)

MATURITY SCHEDULE

Maturity Date (June 1)	Principal Amount	Interest Rate	Yield	CUSIP[(1)]

$_____ _____% Term Bond maturing June 1, _____; Yield _____%; CUSIP _____

$_____ _____% Term Bond maturing June 1, _____; Yield _____%; CUSIP _____

* Preliminary, subject to change.

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CITY OF OXNARD
CITY OF OXNARD FINANCING AUTHORITY

MAYOR AND CITY COUNCIL

Tim Flynn, *Mayor*
Carmen Ramirez, Esq., *Mayor Pro Tem, District 2*
Bert E. Perello, *Councilmember, District 1*
Oscar Madrigal, *Councilmember, District 3*
Bryan A. MacDonald, *Councilman, District 4*
Gabriela Basua, *Councilwoman, District 5*
Vianey Lopez, *Councilmember, District 6*

CITY OFFICIALS

Alexander Nguyen, *City Manager*
Ashley Golden, *Assistant City Manager*
Shiri Klima, *Deputy City Manager*
Rosemarie Gaglione, *Director of Public Works*
Michelle Ascension, *City Clerk (elected)*
Stephen Fischer, *City Attorney*
Phillip S. Molina, *City Treasurer (elected)*
Kevin Riper, *Chief Financial Officer*
Donna Ventura, *Assistant Chief Financial Officer*

MUNICIPAL ADVISOR
NHA Advisors, LLC
San Rafael, California

BOND COUNSEL
Best Best & Krieger LLP
Riverside, California

DISCLOSURE COUNSEL
Nixon Peabody LLP
Los Angeles, California

TRUSTEE
Wells Fargo Bank, National Association
Los Angeles, California

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

No dealer, broker, salesperson or other person has been authorized by the Authority or the City to give any information or to make any representations in connection with the offer or sale of the 2020 Bonds other than as contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the 2020 Bonds by any person, in any jurisdiction where such offer, solicitation or sale would be unlawful. This Official Statement has been deemed final, as of its date, by the Authority and the City for the purpose of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended.

The information set forth herein has been obtained from sources that are believed to be reliable, but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation, by the Authority or the City. Neither the delivery of this Official Statement nor any sale made hereunder will, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. The information and expressions of opinion stated herein are subject to change without notice.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking" statements within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the words "expects," "forecasts," "projects," "intends," "anticipates," "estimates," "assumes" and analogous expressions. The achievement of certain results or other expectations contained in such forward-looking statements are subject to a variety of risks and uncertainties that could cause actual results to differ materially from those that have been projected. No assurance is given that actual results will meet the forecasts of the City in any way, regardless of the optimism communicated in the information, and such statements speak only as of the date of this Official Statement. The City disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained herein to reflect any changes in the expectations of the City with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

All summaries of the Indenture and the Installment Purchase Agreement, and of statutes and other documents referred to herein do not purport to be comprehensive or definitive and are qualified in their entireties by reference to each such statute and document. This Official Statement, including any amendment or supplement hereto, is intended to be deposited with one or more depositories. This Official Statement does not constitute a contract between any Owner of a Bond and the Authority or the City.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

_____ ("____") makes no representation regarding the 2020 Bonds or the advisability of investing in the 2020 Bonds. In addition, _____ has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding _____, supplied by _____ and presented under the heading "BOND INSURANCE" and "APPENDIX G - SPECIMEN MUNICIPAL BOND INSURANCE POLICY."

The issuance and sale of the 2020 Bonds have not been registered under the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, in reliance upon exemptions provided thereunder by Sections 3(a)(2) and 3(a)(12), respectively, for the issuance and sale of municipal securities.

While the City maintains an internet website for various purposes, the information provided on that website is not incorporated by reference as part of this Official Statement and none of the information on that website is intended to assist investors in making any investment decision or to provide any continuing information with respect to the 2020 Bonds or any other bonds or obligations of the City.

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TABLE OF CONTENTS

	Page
INTRODUCTION	1
FINANCING PLAN	4
Estimated Sources and Uses of Funds	5
DEBT SERVICE SCHEDULE	1
THE 2020 BONDS	3
General Provisions	3
Redemption	3
Book-Entry Only System	7
BOND INSURANCE	7
SECURITY FOR THE 2020 BONDS	7
General	7
Security Under the Indenture	7
Pledge of Net Water System Revenues	8
Existing Additional Obligations	10
Reserve Fund	10
Rate Covenants	10
Additional Obligations	11
THE AUTHORITY	12
THE WATER SYSTEM	12
General	12
Management	13
Employees and Employee Benefits	14
Service Area and Customers	15
Water Supply	15
Capital Improvement Plan	18
Insurance	18
Historic Water Usage	19
Ten Largest Users	20
Rates and Charges	20
Comparative Water Rates	24
Billing and Collection Procedures and Delinquencies	24
Financial Information	25
Historical and Projected Operating Results and Debt Service Coverage	25
BOND OWNERS' RISKS	28
COVID-19 Pandemic	28
Water System Demand and Growth	29
Net Water System Revenues; Rate Covenants	29
Operating Expenses	29
Drought Measures	30
Future Land Use Regulations	31
Proposition 218	32
Constitutional Limit on Appropriations, Fees and Charges	34
Limitations on Remedies Available to Bondowners	34
Seismic Considerations	35

TABLE OF CONTENTS
(continued)

Page

Cybersecurity 35
Climate Change 36
Environmental Regulation 37
No Obligation to Tax 37
Change in Law 37
Geologic and Topographic 37
Secondary Market for 2020 Bonds 38
Federal Tax-Exempt Status of the 2020 Bonds 38
IRS Audit of Tax-Exempt Issues 38
Bond Insurance 39
Additional Obligations 39
Current Initiatives 39

TAX MATTERS 41

Series A Bonds 41
Series B Bonds 42

CERTAIN LEGAL MATTERS 45

FINANCIAL STATEMENTS 45

MUNICIPAL ADVISOR 45

RATINGS 46

LITIGATION 46

Measure M Litigation 46
Infrastructure Use Fee Litigation 47

CONTINUING DISCLOSURE 47

UNDERWRITING 48

EXECUTION 48

APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS A-1

APPENDIX B – COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2019 ..... B-1

APPENDIX C – FORM OF CONTINUING DISCLOSURE AGREEMENT C-1

APPENDIX D – FORM OF OPINION OF BOND COUNSEL D-1

APPENDIX E – DTC AND THE BOOK-ENTRY ONLY SYSTEM E-1

APPENDIX F – SELECTED REGIONAL ECONOMIC AND DEMOGRAPHIC DATA F-1

APPENDIX G – SPECIMEN MUNICIPAL BOND INSURANCE POLICY G-1

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OFFICIAL STATEMENT

$_____*	$_____*
CITY OF OXNARD FINANCING AUTHORITY **Water Revenue Bonds,** **Series 2020A**	**CITY OF OXNARD FINANCING AUTHORITY** **Water Revenue Refunding Bonds,** **Series 2020B (Federally Taxable)**

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the 2020 Bonds to potential investors is made only by means of the entire Official Statement.

City of Oxnard. The City of Oxnard (the "City") is located in western Ventura County (the "County") on the shore of the Pacific Ocean. The City is approximately 65 miles northwest of the City of Los Angeles, 35 miles south of the City of Santa Barbara, and 6 miles south of the county seat of the County. The City is the largest city in the County, with a population estimated at 206,352 in 2020, accounting for over 24% of the County's population. The City has a diversified economic base composed of agriculture and related business, retail, manufacturing, tourism, various services, and governmental agencies.

The City was incorporated as a general law city on June 30, 1903 and operates under a council-manager form of government. The term of office for all of the City's elected officials is four years. Municipal elections are held every two years for three City Council positions, and for Mayor every four years. All six Councilmembers are elected by district, but the Mayor is elected at large. The City Treasurer, who is also elected Citywide, invests idle cash and manages the City's investment portfolio. The City Clerk, also elected Citywide, manages the City Council and Committee meeting agenda process, official records, and elections.

Authority for Issuance. The 2020 Bonds are authorized pursuant to the Constitution and the laws of the State of California (the "State"), including the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6584) of the California Government Code, as amended (the "Bond Law"), and an Indenture of Trust, dated as of _____ 1, 2020 (the "Indenture"), by and among the City of Oxnard Financing Authority (the "Authority"), the City and Wells Fargo Bank, National Association, as trustee (the "Trustee").

Form of 2020 Bonds. The 2020 Bonds will be dated their date of delivery and will be issued in fully registered form, without coupons, in the minimum denominations of $5,000 or any integral multiple thereof. See "THE 2020 BONDS – General Provisions." When delivered, the 2020 Bonds will be registered in the name of The Depository Trust Company, New York, New York ("DTC"), or its nominee. DTC will act as securities depository for the 2020 Bonds. Individual purchases of 2020 Bonds will be made in book-entry form only in the principal amount of $5,000 each or any integral multiple thereof. Purchasers

* Preliminary, subject to change.

of the 2020 Bonds will not receive certificates representing the 2020 Bonds purchased. See "THE 2020 BONDS - Book-Entry Only System" and "APPENDIX E – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Purpose of the 2020 Bonds. The Series A Bonds are being issued to provide funds to (i) finance certain capital improvements to the City's water system (the "Water System"), (ii) refund all or a portion of the City of Oxnard Financing Authority Water Revenue Project Bonds Series 2010A (the "2010 Bonds"), (iii) purchase a municipal bond insurance policy and a debt service reserve surety for the Series A Bonds, and (iv) pay the costs of issuing the Series A Bonds. The Series B Bonds are being issued to provide funds to (i) refund all or a portion of the City of Oxnard Financing Authority Water Revenue Refunding Bonds Series 2012 (the "2012 Bonds," and, together with the 2010 Bonds the "Refunded Bonds"), (ii) purchase a municipal bond insurance policy and a debt service reserve surety for the Series B Bonds, and (iii) pay the costs of issuing the Series B Bonds. See "FINANCING PLAN."

Pledge of Revenues/Net Water System Revenues. The 2020 Bonds are payable from revenues (as further described in this Official Statement, the "Revenues") consisting of Installment Payments (the "Installment Payments") to be made by the City to the Authority under an Installment Purchase Agreement, dated as of _____ 1, 2020 (the "Installment Purchase Agreement"), between the City and the Authority and amounts on deposit in certain funds and accounts established under the Indenture.

The City's obligation to make Installment Payments under the Installment Purchase Agreement is a special obligation of the City payable solely from and secured by a pledge of Net Water System Revenues of the City's water system (the "Water System"). "Net Water System Revenues" are generally defined as "Water System Revenues" received from the Water System, less the amount of Maintenance and Operation Costs becoming payable in such period. See "SECURITY FOR THE 2020 BONDS – Pledge of Net Water System Revenues" and "WATER SYSTEM."

Existing Additional Obligations. The Installment Payments are payable from and secured by a first pledge of and lien on Net Water System Revenues on a parity with certain obligations of the City of Oxnard Financing Authority Water Revenue Project Bonds, Series 2010B (Federally Taxable Build America Bonds), and the City of Oxnard Financing Authority Water Revenue Refunding Bonds, Series 2014, and the City of Oxnard Water Revenue Refunding Bonds, Series 2018. See "SECURITY FOR THE 2020 BONDS – Existing Additional Obligations."

Rate Covenants. The City covenants that it will fix, prescribe, and collect fees, rates, and charges for the Water System which will be at least sufficient to yield during each Fiscal Year Net Water System Revenues equal to the sum of (a) one hundred percent (100%) of the Debt Service for such Fiscal Year and the amounts, if any, then due and owing to the Insurer under the Reserve Policy, if applicable, plus (b) the amount by which the amount on deposit in the Revenue Fund on the last day of the immediately preceding Fiscal Year was less than twenty-five percent (25%) of Maximum Annual Debt Service as of such day. The City may make adjustments from time to time in such rates and charges and may make such classification thereof as it deems necessary, but will not reduce the rates and charges then in effect unless the Net Water System Revenues from such reduced rates and charges will at all times be sufficient to meet the requirements of the Installment Purchase Agreement.

See "SECURITY FOR THE 2020 BONDS – Rate Covenants." See APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS" for definitions of defined terms used herein.

Bond Insurance. The scheduled payment of principal of and interest on a portion, or all, of the 2020 Bonds (such maturities insured to be specified in the final Official Statement) when due will be

guaranteed under a municipal bond insurance policy (the "Policy") to be issued concurrently with the delivery of the 2020 Bonds by _____ (the "Insurer"). See "BOND INSURANCE" herein.

Reserve Fund. A Reserve Fund (the "Reserve Fund") will be established under the Indenture for the 2020 Bonds in an amount equal to the Reserve Requirement. The "Reserve Requirement" means, as of any date of calculation by the City, the least of (i) ten percent (10%) of the original issue price of the 2020 Bonds (or, if there is less than 2% net original issue discount or premium, 10% of the original stated principal amount of the 2020 Bonds); (ii) 125% of average Annual Debt Service on the 2020 Bonds as of the Closing Date; or (iii) the Maximum Annual Debt Service on the 2020 Bonds.

The Authority will satisfy the Reserve Requirement with respect to the 2020 Bonds by depositing the Reserve Policy in the Reserve Fund. "Reserve Policy" means the municipal bond debt service reserve insurance policy relating to the 2020 Bonds issued by the Insurer.

Issuance of Additional Obligations. The Authority covenants in the Indenture that no additional bonds, notes or other indebtedness will be issued or incurred which are payable out of the Revenues, in whole or in part. The City may issue or incur additional obligations and bonds on a parity with or subordinate to the Installment Payments, provided that the conditions set forth in the Installment Purchase Agreement are met. See "SECURITY FOR THE 2020 BONDS - Additional Obligations."

Payment. Principal of the 2020 Bonds will be payable in each of the years and in the amounts set forth on the cover page hereof at the office of the Trustee. Interest on the 2020 Bonds will be paid by check or draft of the Trustee mailed by first class mail to the person entitled thereto. See "THE 2020 BONDS – General Provisions." Initially, interest on and principal and premium, if any, of the 2020 Bonds will be payable when due by wire of the Trustee to the Depository DTC which will in turn remit such interest, principal and premium, if any, to DTC Participants (as defined herein), which will in turn remit such interest, principal and premium, if any, to Beneficial Owners (as defined herein) of the 2020 Bonds. See "THE 2020 BONDS - Book-Entry Only System" and "APPENDIX E – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Redemption. The 2020 Bonds are subject to special mandatory, optional and mandatory sinking fund redemption prior to their stated maturity dates. See "THE 2020 BONDS – Redemption."

Risks of Investment. The 2020 Bonds are repayable only from certain money available to the City from its Water System. For a discussion of some of the risks associated with the purchase of the 2020 Bonds, see "BOND OWNERS' RISKS."

THE 2020 BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM INSTALLMENT PAYMENTS MADE BY THE CITY AND CERTAIN MONEYS HELD UNDER THE INDENTURE. THE 2020 BONDS ARE NOT A DEBT OF THE CITY, THE STATE OF CALIFORNIA (THE "STATE") OR ANY POLITICAL SUBDIVISION THEREOF, AND SHALL BE PAYABLE SOLELY FROM THE REVENUES PLEDGED THEREFOR PURSUANT TO THE INDENTURE. THE OBLIGATION OF THE CITY TO PAY INSTALLMENT PAYMENTS DOES NOT CONSTITUTE AN OBLIGATION OF THE CITY FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE OBLIGATION OF THE CITY TO PAY INSTALLMENT PAYMENTS UNDER THE INSTALLMENT PURCHASE AGREEMENT DOES NOT CONSTITUTE A DEBT OR INDEBTEDNESS OF THE CITY, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS IN CONTRAVENTION OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

FINANCING PLAN

Proceeds of the Series A Bonds are expected to be used to finance the Hueneme Road Project and the Aquifer Storage and Recovery ("ASR") Project. The Hueneme Road Project will allow delivery of recycled water for agricultural uses. The ASR Project will allow recycled water to be injected into a local groundwater aquifer for groundwater recharge. The water recovered from the ASR wells will then be blended with City drinking water sources and delivered as potable water. See "THE WATER SYSTEM—Capital Improvement Plan," for additional information related to the Hueneme Road Project and the ASR Project.

The Authority previously issued its Water Revenue Project Bonds Series 2010A (the "2010 Bonds"), of which $[_____] are currently outstanding, and its Water Revenue Refunding Bonds Series 2012 (the "2012 Bonds," and, together with the 2010 Bonds, the "Refunded Bonds"), of which $[_____] are currently outstanding.

The Authority, the City and Wells Fargo Bank, National Association (the "Escrow Agent") have entered into separate Escrow Deposit and Trust Agreements (the "Escrow Agreements") with respect to the Refunded Bonds. Pursuant to the Escrow Agreements, the Escrow Agent will establish escrow funds (each, an "Escrow Fund"), in connection the defeasance, payment and redemption for the Refunded Bonds to be redeemed or paid after the 2020 Bonds issuance date. A portion of the proceeds from the sale of 2020 Bonds, together with certain moneys to be released from certain funds and accounts maintained under respective indentures for each such Refunded Bonds, will be deposited into the applicable Escrow Fund.

The deposits into the Escrow Funds will provide the Escrow Agent sufficient funds to pay the principal, interest and/or redemption price plus unpaid accrued interest, on the respective redemption dates of the Refunded Bonds.

Pending disbursement, the moneys deposited in the Escrow Funds will be held in federal securities and in cash. Moneys held in each Escrow Fund will be held solely for the benefit of the holders of the related Refunded Bonds and will not serve as security nor be available for payment on the 2020 Bonds.

[_____] (the "Verification Agent"), will verify the mathematical accuracy of certain computations included in the schedules provided on behalf of the Authority and the City relating to the computation of forecasted receipts of principal and interest earnings (if any) on the moneys and federal securities deposited in the Escrow Funds and the forecasted payments of principal and interest in connection with the defeasance of the Refunded Bonds. The report of the Verification Agent will include the statement that the scope of its engagement was limited to verifying the mathematical accuracy of computations contained in the schedules provided to the Verification Agent and the Verification Agent has no obligation to update its report because of events occurring, or data or information coming to the Verification Agent's attention, subsequent to the date of its report.

Estimated Sources and Uses of Funds

The estimated sources and uses of funds relating to the 2020 Bonds are as follows:

Sources:	Series A Bonds	Series B Bonds
Principal Amount of 2020 Bonds	$	$
Original Issue Premium/Discount		
TOTAL SOURCES	$	$
Uses:		
Deposit to Acquisition and Construction Fund	$	$
Deposit to 2010 Escrow Fund		
Deposit to 2012 Escrow Fund		
Deposit to Costs of Issuance Fund[1]		
TOTAL USES	$	$

[1] Costs of Issuance include legal fees, fees of the Municipal Advisor, underwriter's discount, bond insurance and reserve surety premiums, printing costs, rating agency fees and other miscellaneous expenses.

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DEBT SERVICE SCHEDULE

Annualized debt service on the 2020 Bonds assuming no optional redemption is presented below.

Bond Year Ending June 1	Principal of Series A Bonds	Interest of Series A Bonds	Total of Series A Bonds	Principal of Series B Bonds	Interest of Series B Bonds	Total of Series B Bonds	Total 2020 Bonds Debt Service
Total:							

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Annualized debt service on the 2020 Bonds and Existing Additional Obligations is presented below.

Bond Year Ending June 1	2010B Bonds[1]	2014 Bonds	2018 Bonds	2020 Bonds	Total
2021	$	$2,532,799.88	$3,053,412.50	$	$
2022		2,531,300.24	3,055,162.50		
2023		2,531,049.94	3,048,912.50		
2024		2,531,800.18	3,054,912.50		
2025		2,528,300.74	3,057,412.50		
2026		2,530,550.28	3,056,412.50		
2027		2,533,050.18	3,051,912.50		
2028		2,530,550.20	3,053,912.50		
2029		2,533,050.46	3,051,912.50		
2030		2,530,050.38	3,055,912.50		
2031		2,531,550.46	3,860,412.50		
2032		2,532,049.86	3,860,162.50		
2033		2,531,300.24	3,858,162.50		
2034		2,529,050.68	3,864,162.50		
2035		–	6,882,412.50		
2036		–	6,886,912.50		
2037		–	–		
2038		–	–		
2039		–	–		
2040		–	–		
2041		–	–		
2042		–	–		
2043		–	–		
2044		–	–		
2045		–	–		
2046		–	–		
2047		–	–		
2048		–	–		
2049		–	–		
2050		–	–		
Total:	**$**	**$35,436,453.72**	**$59,752,100.00**	**$**	**$**

THE 2020 BONDS

General Provisions

Bond Terms. The 2020 Bonds will be dated their date of delivery and issued in fully registered form without coupons in denominations of $5,000 or any integral multiple of $5,000, so long as no Bond has more than one maturity date. The 2020 Bonds will mature in the amounts and on the dates, and bear interest at the rates per annum, set forth on the inside cover page of this Official Statement.

Payments of Principal and Interest. Interest on the 2020 Bonds will be payable on June 1 and December 1 in each year, beginning June 1, 2021 (each an "Interest Payment Date") to the person whose name appears on the Bond Registration Books as the Owner thereof as of the fifteenth (15th) calendar day of the month immediately preceding an Interest Payment Date (the "Record Date"). While the 2020 Bonds are subject to the book-entry system, the principal, interest and any prepayment premium with respect to a Bond will be paid by the Trustee to DTC for subsequent disbursement to beneficial owners of the 2020 Bonds.

If there exists a default in payment of interest due on any Interest Payment Date, interest will be payable on a payment date established by the Trustee to the persons in whose names the 2020 Bonds are registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Trustee to the registered Owners of the 2020 Bonds not less than 15 days preceding such special record date.

Principal of and premium (if any) on any 2020 Bond will be paid upon presentation and surrender thereof at the Principal Corporate Trust Office of the Trustee. Both the principal of and interest and premium (if any) on the 2020 Bonds will be payable in lawful money of the United States of America.

Calculation of Interest. The 2020 Bonds will be dated the Closing Date and bear interest based on a 360-day year comprised of twelve 30-day months from the Interest Payment Date next preceding the date of authentication thereof, unless said date of authentication is an Interest Payment Date, in which event such interest is payable from such date of authentication, and unless said date of authentication is prior to May 15, 2021, in which event such interest is payable from the Closing Date; provided, however, that if, as of the date of authentication of any Bond, interest thereon is in default, such 2020 Bond will bear interest from the date to which interest has previously been paid or made available for payment thereon in full.

Redemption

[Special Mandatory Redemption. The 2020 Bonds shall be subject to special mandatory redemption as a whole or in part, on any date, from proceeds of an eminent domain award or proceeds of casualty insurance not used to repair or rebuild the Water System, which proceeds may be used for such purpose pursuant to the Installment Purchase Agreement, at a redemption price equal to the principal amount of the 2020 Bonds to be redeemed plus interest accrued thereon to the date fixed for redemption, without premium.] **[DISCUSS]**

Optional Redemption. The Series A Bonds maturing on or before June 1, 20___ will not be subject to optional redemption prior to maturity. The Series A Bonds maturing on June 1, 20___ will be subject to optional redemption prior to their maturity date, at the option of the Authority, by lot within a maturity on any date on or after June 1, 20___, from prepayment of Installment Payments made at the option of the City

at the redemption price equal to the principal amount of the Series A Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

The Series B Bonds maturing on or before June 1, 20___ will not be subject to optional redemption prior to maturity. The Series B Bonds maturing on June 1, 20___ will be subject to optional redemption prior to their maturity date, at the option of the Authority, by lot within a maturity on any date on or after June 1, 20___, from prepayment of Installment Payments made at the option of the City at the redemption price equal to the principal amount of the Series B Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

Mandatory Sinking Account Redemption. The Series A Bonds maturing on June 1, 20___ are also subject to redemption prior to their stated maturity, on June 1 in each year, commencing June 1, 20___, in part by lot, from mandatory sinking account payments at a redemption price equal to the principal amount thereof, plus accrued interest, if any, to the redemption date, without premium, as set forth below in the aggregate respective principal amounts and on the respective dates as set forth in the following tables; provided, however, that if some but not all of such Series A Bonds have been redeemed pursuant to optional or special mandatory redemption provisions of the Indenture, the total amount of all future sinking fund payments will be reduced by the aggregate principal amount of such Series A Bonds so redeemed, to be allocated among such sinking fund payments on a pro rata basis in integral multiples of $5,000. The City will provide the Trustee with a revised sinking fund schedule.

Schedule of Mandatory Sinking Account Redemptions
Series A Term Bonds Maturing June 1, 20___

Redemption Date (June 1)	Principal Amount

The Series A Bonds maturing on June 1, 20___ are also subject to redemption prior to their stated maturity, on June 1 in each year, commencing June 1, 20___, in part by lot, from mandatory sinking account payments at a redemption price equal to the principal amount thereof, plus accrued interest, if any, to the redemption date, without premium, as set forth below in the aggregate respective principal amounts and on the respective dates as set forth in the following tables; provided, however, that if some but not all of such Series A Bonds have been redeemed pursuant to optional or special mandatory redemption provisions of the Indenture, the total amount of all future sinking fund payments will be reduced by the aggregate principal amount of such Series A Bonds so redeemed, to be allocated among such sinking fund payments on a pro rata basis in integral multiples of $5,000. The City will provide the Trustee with a revised sinking fund schedule.

Schedule of Mandatory Sinking Account Redemptions
Series A Term Bonds Maturing June 1, 20___

Redemption Date (June 1)	Principal Amount

The Series B Bonds maturing on June 1, 20___ are also subject to redemption prior to their stated maturity, on June 1 in each year, commencing June 1, 20___, in part by lot, from mandatory sinking account payments at a redemption price equal to the principal amount thereof, plus accrued interest, if any, to the redemption date, without premium, as set forth below in the aggregate respective principal amounts and on the respective dates as set forth in the following tables; provided, however, that if some but not all of such Series B Bonds have been redeemed pursuant to optional or special mandatory redemption provisions of the Indenture, the total amount of all future sinking fund payments will be reduced by the aggregate principal amount of such Series B Bonds so redeemed, to be allocated among such sinking fund payments on a pro rata basis in integral multiples of $5,000. The City will provide the Trustee with a revised sinking fund schedule.

Schedule of Mandatory Sinking Account Redemptions
Series B Term Bonds Maturing June 1, 20___

Redemption Date (June 1)	Principal Amount

The Series B Bonds maturing on June 1, 20___ are also subject to redemption prior to their stated maturity, on June 1 in each year, commencing June 1, 20___, in part by lot, from mandatory sinking account payments at a redemption price equal to the principal amount thereof, plus accrued interest, if any, to the redemption date, without premium, as set forth below in the aggregate respective principal amounts and on the respective dates as set forth in the following tables; provided, however, that if some but not all of such Series B Bonds have been redeemed pursuant to optional or special mandatory redemption provisions of the Indenture, the total amount of all future sinking fund payments will be reduced by the aggregate principal amount of such Series B Bonds so redeemed, to be allocated among such sinking fund payments on a pro rata basis in integral multiples of $5,000. The City will provide the Trustee with a revised sinking fund schedule.

Schedule of Mandatory Sinking Account Redemptions
Series B Term Bonds Maturing June 1, 20___

Redemption Date (June 1)	Principal Amount

Selection of 2020 Bonds for Redemption. Whenever provision is made for the special mandatory redemption or optional redemption of 2020 Bonds of more than one maturity, the 2020 Bonds to be redeemed will be selected among series of 2020 Bonds in a manner determined in writing by the Authority and in inverse order of maturity or, at the election of the Authority evidenced by a Written Request of the Authority filed with the Trustee at least sixty (60) days prior to the date of redemption, on a pro rata basis among maturities (provided that, in any event, the principal and interest due on the 2020 Bonds Outstanding following such redemption will be equal in time and amount to the unpaid payments due under the respective Installment Purchase Agreement); and in each case, the Trustee will select the 2020 Bonds to be redeemed within any maturity by lot in any manner which the Trustee in its sole discretion will deem appropriate. For purposes of such selection, all 2020 Bonds will be deemed to be comprised of separate $5,000 portions and such portions will be treated as separate 2020 Bonds which may be separately redeemed.

Notice of Redemption. The Trustee on behalf and at the expense of the Authority will send (by first class mail or other means acceptable to the recipient thereof) notice of any redemption to: (i) the respective Owners of any 2020 Bonds designated for redemption, at least twenty (20) but not more than sixty (60) days prior to the redemption date, at their respective addresses appearing on the Registration Books, and (ii) the Securities Depositories and to one or more Information Services, at least twenty (20) but not more than sixty (60) days prior to the redemption; provided, however, that neither failure to receive any such notice so mailed nor any defect therein will affect the validity of the proceedings for the redemption of such 2020 Bonds or the cessation of the accrual of interest thereon. In addition to mailed notice, the notice to the Securities Depositories and Information Service will be given by telephonically confirmed facsimile transmission or overnight delivery service or by such other means approved by such institutions. Such notice will state the series of 2020 Bonds to be redeemed, the date of the notice, the redemption date, the redemption place and the redemption price and will designate the CUSIP numbers, the bond numbers and the maturity or maturities (in the event of redemption of all of the 2020 Bonds of such maturity or maturities in whole) of the 2020 Bonds to be redeemed, and will require that such 2020 Bonds be then surrendered at the Office of the Trustee for redemption at the redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date. Neither the Authority nor the Trustee will have any responsibility for any defect in the CUSIP number that appears on any Bond or in any redemption notice with respect thereto, and any such redemption notice may contain a statement to the effect that CUSIP numbers have been assigned by an independent service for convenience of reference and that neither the Authority nor the Trustee will be liable for any inaccuracy in such numbers.

Any notice given pursuant to this paragraph may be conditional and/or rescinded by written notice given to the Trustee by the Authority and the Trustee shall provide notice of such rescission as soon thereafter as practicable in the same manner, and to the same recipients, as notice of such redemption was given pursuant to the Indenture.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of and interest (and premium, if any) on the 2020 Bonds so called for redemption will have been duly provided, such 2020 Bonds so called will cease to be entitled to any benefit under the Indenture other than the right to receive payment of the redemption price, and no interest will accrue thereon from and after the redemption date specified in such notice. All 2020 Bonds redeemed pursuant to the Indenture will be canceled and will be destroyed by the Trustee.

Book-Entry Only System

The 2020 Bonds will be issued as fully registered bonds in book-entry only form, registered in the name of Cede & Co. as nominee of DTC, and will be available to ultimate purchasers in the denomination of $5,000 or any integral multiple of $5,000, under the book-entry system maintained by DTC. While the 2020 Bonds are subject to the book-entry system, the principal, interest and any prepayment premium with respect to a Bond will be paid by the Trustee to DTC, which in turn is obligated to remit such payment to its DTC Participants for subsequent disbursement to Beneficial Owners of the 2020 Bonds. Purchasers of the 2020 Bonds will not receive certificates representing their interests therein, which will be held at DTC.

See "APPENDIX E – DTC AND THE BOOK-ENTRY ONLY SYSTEM" for further information regarding DTC and the book-entry system.

BOND INSURANCE

[TO COME]

SECURITY FOR THE 2020 BONDS

General

The 2020 Bonds are special obligations of the Authority and will be payable from and secured by Revenues, consisting primarily of Installment Payments to be made by the City under the Installment Purchase Agreement. Neither the faith and credit of the Authority, the City, the State of California or any political subdivision thereof nor the taxing power of the City, the State of California or any political subdivision thereof is pledged to the payment of the Installment Payments or the principal or redemption price of or interest on the 2020 Bonds. The Authority has no taxing power. Neither the payment of the principal of or interest on the 2020 Bonds nor the obligation of the City to make Installment Payments under the Installment Purchase Agreement constitutes a debt of the City, the Authority, the State of California or any political subdivision thereof in contravention of any constitutional or statutory debt limitation or restriction.

Security Under the Indenture

Installment Payments. Under the Indenture, the Authority irrevocably transfers and assigns over to the Trustee all of the Installment Payments received by the Authority under the Installment Purchase Agreement and any and all rights it has to enforce the obligations of the City under the Installment Purchase Agreement. The Installment Payments received by the Trustee and all money in the other funds or accounts

established under the Indenture are irrevocably pledged by the Authority to the punctual payment of the respective 2020 Bonds. The Revenues and such other funds and accounts are not permitted to be used for any other purpose while any of the 2020 Bonds remain Outstanding, subject to the provisions of the Indenture permitting the application of those moneys for other specified purposes. The Indenture provide that this pledge constitutes a first lien on the Revenues and such other money for the payment of the 2020 Bonds.

Revenue Fund. The Indenture establishes a special fund known as the "Revenue Fund" held by the Trustee into which all Installment Payments will be deposited. The money in the Revenue Fund is required to be transferred by the Trustee for deposit in the following respective funds (each of which is established under the Indenture and maintained with the Trustee) at the following times and in the following order of priority:

(a) Bond Payment Fund. The Trustee will withdraw from the Revenue Fund and deposit in the Bond Payment Fund on or before each Interest Payment Date, so long as any 2020 Bonds remain outstanding under the Indenture, an amount, which, together with other available amounts in the Bond Payment Fund is at least equal to the sum of (i) the aggregate amount of principal of and interest coming due and payable on the 2020 Bonds on such Interest Payment Date, and (ii) the redemption price of the Term Bonds coming due and payable on such Interest Payment Date by operation of mandatory sinking fund redemption.

(b) Reserve Fund. If the amount on deposit in the Reserve Fund at any time falls below the Reserve Requirement, the Trustee shall promptly notify the City and the Authority of such fact and the Trustee shall promptly (i) withdraw the amount of such insufficiency from available Revenues on deposit in the Revenue Fund, and (ii) transfer such amount to the Reserve Fund. No deposit needs to be made in the Reserve Fund so long as the balance therein at least equals the Reserve Requirement.

(c) Redemption Fund**.** The Trustee will deposit into the Redemption Fund all amounts required to redeem any 2020 Bonds which are subject to special mandatory and optional redemption when and as such amounts become available. Amounts in the Redemption Fund will be applied by the Trustee solely for the purpose of paying the redemption price of Bonds to be redeemed pursuant to special mandatory and optional redemption.

Pledge of Net Water System Revenues

The Installment Purchase Agreement provides that all Net Water System Revenues are pledged to the payment of the Installment Payments and Net Water System Revenues will not be used for any purpose other than as permitted in the Installment Purchase Agreement while any of the Installment Payments remain unpaid. The pledge constitutes a lien on Net Water System Revenues, including Net Water System Revenues in the Water Revenue Fund for the payment of the Installment Payments and all other Contracts and Bonds in accordance with the terms of the Installment Purchase Agreement and the Indenture.

Net Water System Revenues. The Installment Purchase Agreement defines Net Water System Revenues as the amount of the Water System Revenues received from the Water System during such period, less the amount of Maintenance and Operation Costs of the Water System becoming payable during such period.

"Water System Revenues" means all income, rents, rates, fees, charges, and other moneys derived from the ownership of or operation of the Water System, including, without limiting the generality of the

foregoing, (1) all in lieu charges and groundwater augmentation charges (including investment earnings thereon) collected by or on behalf of the City, (2) all income, rents, rates, fees, charges, business interruption insurance proceeds, or other moneys derived by the City from the sale, furnishing, and supplying of the water, drainage or other services, facilities, and commodities sold, furnished, or supplied through the facilities of or in the conduct or operation of the business of the Water System, and (3) the earnings on and income derived from the investment of such income, rents, rates, fees, charges, proceeds, or other moneys, including City reserves; but excluding in all cases (a) customers' deposits or any other deposits or advances subject to refund until such deposits or advances have become the property of the City, (b) proceeds of taxes or benefit assessments restricted by law to be used by the City to pay amounts due on bonds or other obligations hereafter incurred, and (c) connection fees and charges.

"Maintenance and Operation Costs" means (1) costs spent or incurred for maintenance and operation of the Water System calculated in accordance with generally accepted accounting principles applicable to governmental agencies, including, but not limited to, the reasonable expenses of management and repair and other expenses necessary to maintain and preserve the Water System in good repair and working order, and including administrative costs of the City that are charged directly or apportioned to the Water System, including, but not limited, to salaries and wages of employees, payments to the Public Employees Retirement System, overhead, insurance, taxes (if any), fees of auditors, accountants, attorneys or engineers and insurance premiums, and including all other reasonable and necessary costs of the City or charges (other than debt service payments) required to be paid by it to comply with the terms of the City Bonds, or any other Contract, other than Debt Service, or of any resolution or indenture authorizing the issuance of any City Bonds or Contract, and (2) all payments under any contract for the purchase of water; but excluding in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles or other bookkeeping entries of a similar nature.

To carry out and effectuate the pledge and lien contained in the Installment Purchase Agreement, the City agrees and covenants that all Water System Revenues will be received by the City in trust hereunder and deposited when and as received in a special fund designated as the "Water Revenue Fund," which fund is created and established under the Installment Purchase Agreement and which fund the City agrees and covenants to maintain and to hold in trust separate and apart from other funds so long as any Installment Payments remain unpaid.

The City will, first from the moneys in the Water Revenue Fund, pay all Maintenance and Operation Costs (including amounts reasonably required to be set aside in contingency reserves for Maintenance and Operation Costs, the payment of which is not then immediately required) as they become due and payable. Thereafter, all Net Water System Revenues in the Water Revenue Fund will be set aside by the City at the following times for the transfer to the following respective special funds in the following order of priority:

Bond Payment Fund. On or before each Installment Payment Date until the 2020 Bonds have been paid or provision for their payment has been made as provided in the Indenture, the City will, from the moneys in the Water Revenue Fund, transfer to the Trustee for deposit in the Bond Payment Fund the Installment Payment due and payable on that Installment Payment Date. Such deposit to the Bond Payment Fund will be reduced to the extent amounts on deposit therein are available for application to the Installment Payment due and payable on such Installment Payment Date.

The City will also, from the moneys in the Revenue Fund, transfer to the trustee for deposit in the respective payment fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, to pay any other debt service in accordance with the provisions of any Bond or Contract.

Reserve Fund. On or before each Installment Payment Date until the 2020 Bonds have been paid, or provision for their payment has been made as provided in the Indenture, the City will, from the remaining moneys in the Revenue Fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, transfer to the Trustee or other fiduciary for deposit in any reserve fund and/or account as may have been established in connection with Bonds or Contracts, other than the Installment Purchase Agreement, that sum, if any, necessary to restore such reserve funds or accounts to an amount equal to the amount required to be maintained therein.

Surplus. Moneys on deposit in the Revenue Fund not necessary to make any of the payments required above, may be expended by the City at any time for any purpose permitted by law.

Existing Additional Obligations

The Authority previously issued its Water Revenue Project Bonds, Series 2010B (Federally Taxable Build America Bonds) (the "2010B Bonds") and Water Revenue Refunding Bonds, Series 2014 (the "Prior Authority Bonds"), and the City previously issued its Water Revenue Refunding Bonds, Series 2018 (the 2018 Bonds"), currently outstanding in the aggregate principal amount of $[_____]. The Prior Authority Bonds are secured by installment payments payable by the City under their respective installment purchase agreements (along with the 2018 Bonds, the "Existing Additional Obligations"). Such installment payments as well as the debt service on the 2018 Bonds are secured by Net Water System Revenues on a parity with the Installment Payments.

Under the indenture relating to the 2010B Bonds, the Authority receives an interest payment subsidy and deposits the amounts received in the bond fund for the payment of interest on the 2010B Bonds. As a result, the installment payments due under the installment purchase agreement relating to the 2010B Bonds are reduced by the amount representing the interest payment subsidy so deposited.

Reserve Fund

A Reserve Fund will be established under the Indenture in an amount equal to the Reserve Requirement. "Reserve Requirement" means, as of any date of calculation by the City, the least of (i) ten percent (10%) of the original issue price of the 2020 Bonds (or, if there is less than 2% net original issue discount or premium, 10% of the original stated principal amount of the 2020 Bonds); (ii) 125% of average Annual Debt Service on the 2020 Bonds as of the Closing Date; or (iii) the Maximum Annual Debt Service on the 2020 Bonds.

The Authority will satisfy the Reserve Requirement with respect to the 2020 Bonds by depositing the municipal bond debt service reserve insurance policy relating to the 2020 Bonds issued by _____ (the "Reserve Policy") in the Reserve Fund in accordance with the Indenture.

The Authority is not obligated to replace the Reserve Policy or to fund the Reserve Fund with cash if, at any time that the 2020 Bonds are Outstanding, amounts are not available under the Reserve Policy other than in connection with a draw on the Reserve Policy.

Rate Covenants

The City will fix, prescribe, and collect fees, rates, and charges for the Water System which will be at least sufficient to yield during each Fiscal Year Net Water System Revenues equal to the sum of:

(a) one hundred percent (100%) of the Debt Service for such Fiscal Year and the amounts, if any, then due and owing to the Insurer under the Reserve Policy, if applicable, plus

(b) the amount by which the amount on deposit in the Revenue Fund on the last day of the immediately preceding Fiscal Year was less than twenty-five percent (25%) of Maximum Annual Debt Service as of such day. The City may make adjustments from time to time in such rates and charges and may make such classification thereof as it deems necessary, but will not reduce the rates and charges then in effect unless the Net Water System Revenues from such reduced rates and charges will at all times be sufficient to meet these requirements.

Additional Obligations

Under the Installment Purchase Agreement, the City may execute any Contract or issue any City Bonds, as the case may be, in accordance with the Installment Purchase Agreement, provided:

(a) no Event of Default shall have occurred and be continuing, and the City shall deliver a certificate to that effect to the Trustee; and

(b) the City obtains or provides a certificate or certificates prepared by an Independent Financial Consultant showing that

(i) the Net Water System Revenues as shown by the books of the City for the twelve (12) calendar months ending 90 days prior to the end of the month in which such Additional Obligations are incurred (the "Look Back Period"), will have amounted to at least the sum of (x) one hundred percent (100%) of Debt Service for such Look Back Period, plus (y) the amount by which the amount on deposit in the Revenue Fund on the first day of such Look Back Period was less than twenty-five percent (25%) of Maximum Annual Debt Service on all Outstanding City Bonds and Contracts calculated on the first day of such Look Back Period; for purposes of preparing the certificate or certificates described above, the Consultant or Consultants may rely upon financial statements prepared by the City for all or any part of the Look Back Period, which have not been subject to audit by an Independent Certified Public Accountant if audited financial statements for the Fiscal Year or period are not available;

(ii) the estimated Net Water System Revenues for the twelve (12) calendar months following the date of incurring such Additional Obligations will be at least equal to one hundred percent (100%) of Maximum Annual Debt Service on all City Bonds and Contracts to be outstanding immediately after the incurring of such Additional Obligations; and

(iii) the amount on deposit in the Revenue Fund on the date of incurring such Additional Obligations is at least equal to twenty-five percent (25%) of Maximum Annual Debt Service on all Outstanding City Bonds and Contracts as of the date of incurring of such Additional Obligations.

(c) For purposes of the computations to be made as described above, the determination of the Net Water System Revenues:

(i) may take into account any increases in rates and charges that relate to the Water System and will take into account any reduction in such rates and charges that will be effective prior to or at the time of incurring such proposed Additional Obligations;

(ii) may take into account an allowance for any estimated increase in such Net Water System Revenues from any revenue producing additions to or improvements or extensions of the Water System to be made with the proceeds of such Additional Obligations or with the

proceeds of Obligations previously issued, as shown by a certificate of an Independent Finanical Consultant; and

(iii) for the period contemplated by clause (ii) above, Maintenance and Operation Costs of the Water System will be deemed to be the same as for the period for which a calculation is done pursuant to clause (i) above, but adjusted, if deemed necessary by the Consultant, for any increased Maintenance and Operation Costs of the Water System which are, in the judgment of the Consultant, essential to maintaining and operating the Water System, including any additions or betterments thereto to be made with the proceeds of such Additional Obligations.

The certificate or certificates described above will not be required if the Additional Obligations being incurred are for the purpose of refunding then outstanding Obligations and at the time of the incurring of such Additional Obligations a certificate of an Authorized Official will be delivered showing that Maximum Annual Debt Service on all Outstanding City Bonds and Contracts after the incurring of such Additional Obligations will not exceed Maximum Annual Debt Service on all Obligations outstanding prior to the incurring of such Additional Obligations.

THE AUTHORITY

The Authority is a joint exercise of powers entity duly organized and existing under and by virtue of the laws of the State of California pursuant to a Joint Exercise of Powers Agreement, dated as of October 8, 1991, as amended on April 21, 1992, by and among the City, the Oxnard Community Development Commission (as successor to the Redevelopment Agency of the City of Oxnard), and the Housing Authority of the City of Oxnard. The Authority was created to finance the cost of any capital improvement, working capital, or liability and other insurance needs, or projects wherever there are significant public benefits, as determined by the City.

THE WATER SYSTEM

General

The Water System provides water service to approximately 42,800 accounts within the City, of which 36,645 are residential.

The City's water supply assets include 10 City-owned wells for pumping groundwater. The City also owns six blending stations, located throughout the City service area, used to mix groundwater (high in total dissolved solids or salts) with imported water (low salts) and/or desalted groundwater to enhance potable water quality. Additionally, the City owns a brackish water desalter used to improve groundwater quality by removing salts. The City's Advanced Water Purification Facility ("AWPF") is designed to produce advanced treated recycled water by using secondary effluent from the Oxnard Wastewater Treatment Plant ("OWTP").

The City's water supply assets also include a water supply distribution network including piping and appurtenances as well as two recycled water distribution pipelines, the recycled water backbone pipeline, along Ventura Road (which runs North-South) and the Hueneme Road pipeline (which runs East-West).

The City has also contracted with the United Water Conservation District to pump the City's groundwater allocation and delivery through the Oxnard-Hueneme pipeline.

Management

The Water System is operated by the Water Section of the City's Water Resources Division (the "Water Section"), a unit of the Utility Services Branch of the City's Public Works Department. The Water Section employs a staff of 51 full time equivalent employees. The Utility Services Branch's management team consists of an Assistant Public Works Director, a Water Division Manager, a Water Resources Manager, a Water Operations Manager, and two Chief Operators. The Assistant Public Works Director is responsible for the overall management of the Water Division, as well as Environmental Resources and the Wastewater Division, and focuses primarily on long-range water resource planning issues. The Water Division Manager reports directly to the Assistant Public Works Director. The Water Division Manager is responsible for the day-to-day management and administration of the Water Division. The Water Operations Manager is responsible for operations and management services relating to the Water System. The Water Division, like the Public Works Department, operates under the direction of the City Manager with financial oversight provided by the City's Chief Financial Officer.

City Manager. Mr. Alexander Nguyen was appointed City Manager in July 2018. Mr. Nguyen came to the City with 20 years of municipal experience from the cities of Oakland, Alameda and Riverside. In Oakland, he served two years as Chief of Staff for a City Council office and 11 years as Chief of Staff for the elected City Attorney, where he was also co-creator and Executive Director of the Neighborhood Law Corps. In Alameda, Mr. Nguyen served as Assistant City Manager. He also led the effort to build the city's first dedicated emergency operations center, along with a new fire station. In Riverside, Mr. Nguyen also served as Assistant City Manager and led the effort to design a new Main Library and City Archive in the downtown area. He also led the city's Office of Homeless Solutions, which developed Riverside's homeless policy and Housing First Plan. His portfolio in Riverside also included police, fire, parks, museum and citizens police review commission.

Assistant City Manager. Ms. Ashley Golden, Director of Oxnard's Development Services, was appointed as Assistant City Manager in December 2018. Ms. Golden has more than 14 years of experience with the City's development services department where she provided oversight and administrative resources for planning, code compliance, and building & engineering services. She was appointed Director of Development Services in 2015 and has previously served as interim Assistant City Manager when there was a vacancy in 2016 and 2018. She also has more than three years of experience with the Sacramento Housing and Redevelopment Agency as Redevelopment Planner and Community Development Program technician.

Deputy City Manager. Ms. Shiri Klima was appointed Deputy City Manager in January 2019, to oversee the Finance, Information Technology and Human Resources Departments, and as of Spring 2020, the Billing and Licensing Department. Ms. Klima served as an Assistant City Attorney in Oxnard for over two years and has a decade of experience with municipal government, having advised many cities including Indio, Highland, Yucaipa, Rancho Palos Verdes, Beverly Hills, Agoura Hills and Wasco as well as a workforce development joint powers authority in southeast L.A. County.

Chief Financial Officer. Kevin Riper was appointed Chief Financial Officer in January 2019. Mr. Riper came to Oxnard with over 31 years of experience, including four years with the City of Bend, Oregon as Assistant City Manager; six years with the City of Morgan Hill as Finance Director; four years as International Advisor for South African National Treasury and the City of Johannesburg; eleven years as Finance Director for the Cities of Kansas City, Missouri, Des Moines, Iowa, Modesto, California and three years as Assistant Finance Director for the City of Palo Alto, California.

Assistant Chief Financial Officer. Donna Ventura was appointed Assistant Chief Financial Officer in January 2019. Ms. Ventura came to the City with over 30 years of private sector experience,

including nineteen years with Amgen, Inc. in various leadership roles within Finance and Strategy, Tax Reporting, Financial Planning and Analysis, Project Management and Strategic Operations. Ms. Ventura also worked at KPMG, LLP, one of the nation's "Big Four" auditing firms and is a licensed certified public accountant in California.

Public Works Director. Rosemarie Gaglione was appointed Public Works Director in January 2018. Ms. Gaglione came to the City with over 30 years of experience in managing public works departments, including streets, engineering, parks, fleet, building maintenance, water, wastewater, recycled water, storm water and environmental resources. She oversees a $340 million annual budget, including capital expenditures, and 475 FTE's. Ms. Gaglione is a registered Professional Civil Engineer in the State of California.

Assistant Public Works Director. Thien Ng serves as the Assistant Public Works Director and has over 30 years of experience in managing public works utilities, including water, wastewater, recycled water, storm water, and environmental resources. Mr. Ng has extensive experience in planning, design, and construction of public utility facilities. Mr. Ng is a registered Professional Civil and Chemical Engineer in the State of California. Mr. Ng has worked with the City for 15 years.

Water Division Manager. Omar Castro serves as the Water Division Manager and has 30 years of experience in managing water and recycled water utilities. Mr. Castro oversees the Water Division's $88 million annual budget, including capital expenditures, and 51 staff members. Mr. Castro has a water treatment T5 certification and water distribution D5 certification. In addition, Mr. Castro is a certified water treatment and water distribution instructor and subject matter expert with the State Water Resources Control Board. Mr. Castro has worked for the City for 5 years.

Employees and Employee Benefits

The production, water distribution, metering, security and contamination prevention staff members are represented by the International Union of Operating Engineers ("IUOE"). The current memorandum of understanding between the City and IUOE expires on June 30, 2022.

The water conservation and administrative staff members are represented by Service Employees International Union ("SEIU"). The current memorandum of understanding between the City and SEIU expires on June 30, 2022.

The manager, supervisor, and management analyst staff members are represented by Oxnard Mid Manager's Association ("OMMA"). The current memorandum of understanding between the City and OMMA expires on June 30, 2022.

See Appendix B for information with respect to the City's pension plans and other post-employment benefits. For Fiscal Year 2020-21, the Water System is responsible for approximately $1,117,292 in California Public Employees' Retirement System pension costs (unfunded actuarial liability ("UAL") and Normal Cost) and $399,224 in Public Agency Retirement Services ("PARS") pension costs (Single Employer Plan and ERIP – Early Retirement Incentive Plan).

Service Area and Customers

As of June 30, 2020 there were 42,800 water accounts serving a population of approximately 36,645 residents. The following table summarizes the water accounts for the previous five years.

Table 1
WATER SYSTEM
ACTIVE SERVICE ACCOUNTS

Date	Single-Family Residential Accounts	Mutli-family Residential Accounts	Commercial, Industrial, Institutional Accounts	Irrigation	Recycled Water	Unmetered Construction	Fire Service	Total Accounts	Percentage Increase
6/30/16	33,536	2,032	2,767	1,595	0	154	1,551	41,635	--
6/30/17	33,707	2,036	2,785	1,606	0	113	1,569	41,816	0.4%
6/30/18	33,973	2,037	2,596	1,799	7	34	1,595	42,041	0.5
6/30/19	33,997	2,035	2,516	1,766	7	178	1,630	42,129	0.2
6/30/20	34,637	2,008	2,512	1,779	7	195	1,666	42,804	1.6

Source: City of Oxnard

Water Supply

To supply water to its residents, the City blends water from following sources: imported surface water from Calleguas Municipal Water District ("CMWD"), groundwater from United Water Conservation District ("UWCD"), and groundwater from its own wells, each of which is described below:

Calleguas Municipal Water District. CMWD receives from the Metropolitan Water District of Southern California ("MWD") water brought south by the State Water Project. CMWD wholesales water directly to various cities throughout Ventura County including the City. CMWD supplies 40 to 50 percent of the City's total demand. The City expects acquisition costs for CMWD water to be $16,500,000 in Fiscal Year 2020-21.

United Water Conservation District. UWCD diverts water from the Santa Clara River into the El Rio Spreading Grounds, recharging the groundwater aquifers. This and other groundwater is then pumped from several of UWCD's own active wells. The El Rio Pumping Station provides pressurized groundwater directly to the City via the Oxnard-Hueneme Pipeline. UWCD supplies 25 to 30 percent of the City's total demand. The City expects acquisition costs for UWCD water to be $5,000,000 in Fiscal Year 2020-21.

Local Wells. The City owns ten groundwater wells. Local water is disinfected with chloramine before the water enters the distribution system. The local wells supply 25 to 30 percent of the City's total demand.

Each of the water sources varies in price and quality, with groundwater from the City wells and UWCD generally being lower in cost and quality than the imported surface water from CMWD. The City blends groundwater (from either its own wells or from UWCD) with imported surface water on a one-to-one basis. This blended water meets all federal and state drinking water requirements.

CMWD surface potable water supply is purchased from MWD. CMWD has access to MWD water as a member agency of MWD. MWD water is delivered via a network of reservoirs, aqueducts and pumping facilities. CMWD's supply typically comes from the State Water Project (because there is limited infrastructure in place to deliver Colorado River Water to Ventura County), but due to shortages of State

Water Project water in 2014 and 2015 about 15% to 30% of the supply came from the Colorado River Aqueduct System.

MWD faces various challenges in the continued supply of imported water. A description of these challenges as well as a variety of other operating information with respect to MWD is included in certain disclosure documents prepared by MWD. MWD periodically prepares official statements and other disclosure documents in connection with its bonds and other obligations. MWD has also entered into certain continuing disclosure agreements pursuant to which MWD is contractually obligated for the benefit of owners of certain of its outstanding obligations to file certain annual reports, including audited financial statements and notice of certain events, pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"). Such official statements, other disclosure documents, annual reports and notices (collectively, the "MWD Information") are filed with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system ("EMMA") at https://emma.msrb.org/ The MWD Information is not incorporated herein by reference thereto, and the City makes no representation as to the accuracy or completeness of such information.

MWD HAS NOT ENTERED INTO ANY CONTRACTUAL COMMITMENT WITH THE CITY, THE TRUSTEE OR THE OWNERS OF THE 2020 BONDS TO PROVIDE MWD INFORMATION TO THE CITY OR THE OWNERS OF THE 2020 BONDS. MWD HAS NOT REVIEWED THIS OFFICIAL STATEMENT AND HAS NOT MADE REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED OR INCORPORATED HEREIN, INCLUDING INFORMATION WITH REGARD TO MWD. MWD IS NOT CONTRACTUALLY OBLIGATED, AND HAS NOT UNDERTAKEN, TO UPDATE SUCH INFORMATION FOR THE BENEFIT OF THE CITY OR THE OWNERS OF THE 2020 BONDS UNDER RULE 15c2-12.

The Fox Canyon Groundwater Management Agency ("FCGMA") manages groundwater extractions in the Oxnard Plain. The FCGMA was created in 1982 at the direction of the State Water Resources Control Board to address ongoing overdraft and seawater intrusion into the Oxnard Subbasin (the "Oxnard Subbasin"). The purpose of the FCGMA is to manage the region's groundwater supply by protecting the quantity and quality of local groundwater resources and by balancing the supply and demand for groundwater resources.

In an effort to manage the Oxnard Subbasin to a "safe yield," groundwater pumping allocations, assigned by the FCGMA, have been consistently decreasing for certain entities, including the City. The FCGMA established temporary extraction allocations ("TEAs") for certain entities (including the City) in the Basin in 2014 using historical pumping from 2003 to 2012 as the base period. By 2016, the TEAs were reduced by 20 percent and a penalty was established for pumping over the TEA allocation. Consequently, the FCGMA rescinded the 20 percent reduction in October 2019. The City's groundwater supply source (both pumping by the City and by UWCD) has been capped at approximately 17,410 acre feet per year ("AFY") without penalty.

Extractions beyond the current pumping allocation (with reductions) are subject to a penalty fee up to approximately $2,211 per acre foot, which is based on the cost to import water and the current groundwater conditions within the FCGMA.

The City's Groundwater Recovery Enhancement and Treatment Program, (the "GREAT Program"), was initiated in the late 1990s and early 2000s in response to increasing demand for potable water due to rapid growth within and around the City, as well as the need to manage water resources in the Oxnard Plain. The City needed water supply to keep up with the forecasted growth and could not rely on imported water to make up the pending deficit.

The GREAT Program was intended as a regional water resources plan that combined wastewater recycling and reuse, groundwater injection, storage and recovery, and groundwater desalination. The City owns a brackish water desalter used to improve groundwater quality by removing salts. The City built the desalter to offset the supply deficit with groundwater. Since the groundwater quality was not palatable and the imported water for blending was limited, groundwater desalting was used to improve the potable water quality.

Because the City and UWCD allocations are limited by FCGMA, in order to pump more groundwater, the City needs more pumping allocations from FCGMA. The City built the AWPF in order to produce a water supply which could be sold to agricultural users on the Oxnard Plain in exchange for needed groundwater pumping allocations. The recycled water is also used for landscape irrigation and industrial process water to reduce the in-City water demand. Since late 2016, the City's AWPF has been producing advanced treated recycled water for irrigation and industrial use within the City and for local agricultural irrigation. To date, the City has delivered approximately 7,080 acre-feet of advanced treated recycled water for in-City uses and agricultural irrigation.

The AWPF provides a new water source to the City's portfolio as well as the local groundwater basin. The uses of this water as indirect potable water reuse ("IPR"). The City can utilize the new water source to offset the future local groundwater cutback by the FCGMA, provided that water is stored underground for no less than 3.1 months.

On September 16, 2014, the California Governor signed Assembly Bill No. 1739 and Senate Bill Nos. 1168 and 1319 (collectively, the Sustainable Groundwater Management Act, or "SGMA") into law. The SGMA constitutes a legislative effort to regulate groundwater on a Statewide basis. Pursuant to the SGMA, the California Department of Water Resources ("DWR") has designated the Oxnard Subbasin as a high priority basin for purposes of groundwater management. By January 31, 2017, local groundwater producers must establish or designate an entity (referred to as a groundwater sustainability agency, or "GSA"), subject to DWR's approval, to manage each high and medium priority groundwater basin. Each GSA is tasked with submitting a groundwater sustainability plan for DWR's approval by January 31, 2020.

On January 9, 2015, by Resolution No. 2015-01, the FCGMA accepted the authority of a groundwater sustainability agency and is developing a groundwater sustainability plan.

GSAs must consider the interests of all groundwater users in the basin and may require registration of groundwater users, the installation of flow meters to measure groundwater extractions and annual reporting of extractions. In addition, GSAs are authorized to impose spacing requirements on new wells, monitor, regulate and limit or condition groundwater production and establish production allocations among groundwater producers, among other powers. GSAs are authorized to impose fees to fund such activities and to fine or issue cease and desist orders against producers that violate the GSA's regulations. A local agency that manages groundwater pursuant to its principal act (such as FCGMA) may not exercise such authority in a manner that is inconsistent with any prohibitions or limitations in its principal act unless the governing board of such local agency makes a finding that such local agency is unable to sustainably manage the groundwater basin without the prohibited authority. Groundwater sustainability plans must include sustainability goals and a plan to implement such goals within 20 years.

On October 23, 2019, the FCGMA passed an initial allocation ordinance, which determined the starting point water allocations for all water pumpers in the Oxnard Subbasin in proportion to their pumping from 2005 to 2014, adjusted for some pumpers based on historical supplemental and surface water deliveries; on December 2, 2019, the City filed a lawsuit against the FCGMA claiming that it did not follow the California Environmental Quality Act in passing the allocation ordinance and that the FCGMA did not adhere to its own enabling legislation by arbitrarily restricting the City's water allocation despite its

historical use of supplemental water (imported through CMWD) while increasing allocations to other pumpers. On December 13, 2019, the FCGMA adopted a resolution adopting a Groundwater Sustainability Plan (the "GSP") for the Oxnard Subbasin that "ramps down," or reduces the pumping allocations per entity, by up to 43 percent over the next 20 years. This was submitted to the Department of Water Resources in January 2020. The City does not expect the enactment of the SGMA, the initial allocation ordinance, or the adoption of the GSP to have a material adverse effect on the City's ability to pay the debt service on the Bonds from Net Water System Revenues.

The City's Water Division anticipates that water demand will increase by 11,990 acre-feet for the next 20 years. Water demand increases due to growth and groundwater cutbacks are 6,678 acre-feet and 5,312 acre-feet, respectively.

Capital Improvement Plan

Over the coming years, the City plans to make significant investments in water utility capital improvements, including the renewal, replacement, improvement, and expansion of capital facilities and infrastructure to meet current and future system needs.

The City's Fiscal Year 2020-25 capital improvement program, prepared in May 2020, recommends $25 million in capital improvements in Fiscal Year 2020-21 and $130 million in Fiscal Years 2020-21 through 2024-25 for water and recycled water. The Fiscal Year 2020-21 capital improvement projects include a cast iron replacement program, water process control upgrade, the Hueneme Road Project and the ASR Project, covering three ASR wells. Proceeds of the 2020 Bonds will be used to finance the Hueneme Road Project and the ASR Project. The City expects to finance the remainder of the capital projects through any combination of additional debt, funds on hand and grants.

The Hueneme Road Project will allow for extended delivery of recycled water for agricultural uses. The Hueneme Road Project adds pipeline approximately 3 miles long running along Hueneme Road from Olds Road to Wood Road. The City will be able to deliver up to 6.25 million gallons of recycled water per day. The estimated construction cost is $21.6 million and the estimated time of construction is 12 months.

Under the ASR Project, recycled water will be injected into a local groundwater aquifer for groundwater recharge. The water recovered from the ASR wells will then be blended with City drinking water sources and delivered as potable water. Use of the recovered groundwater from the ASR wells could be used to offset future groundwater cutbacks from the FCGMA and future population growth. The estimated construction cost is $5.5 million and the estimated time of construction is 12 months. The State has approved the ASR Project and the City has received the required permits.

Insurance

The City provides general liability and workers' compensation insurance under self-insurance programs with an annual limit per occurrence of $1 million for each program. The City purchases $200 million insurance coverage for workers' compensation each year. In addition, the City purchases commercial excess liability insurance with limits of $30 million per occurrence with an aggregate limit of $32 million annually. The City contracts with outside service agencies to assist in the administration of the self-insurance programs.

All funds of the City participate in general liability and workers' compensation insurance programs and make payments to internal service funds on the basis of loss experience and exposure.

Self-insured general liability claims are administered through a third-party administrator, with the City Attorney's approval required for settlements over $15,000. Litigated claims are settled directly through the City Attorney's Office.

Historic Water Usage

The City records the volume of water delivered by its distribution system to users in the City. The following table summarizes water deliveries to users in the City for the previous ten Fiscal Years.

Table 2
WATER SYSTEM
HISTORIC WATER USAGE (ACRE-FEET)

Fiscal Year	City Groundwater	UWCD Groundwater	Imported Water	Total Water Usage
2010-11	8,964.78	7,707.12	11,653.19	28,325.09
2011-12	6,675.82	8,822.92	12,759.95	28,258.69
2012-13	5,688.45	8,117.66	12,736.26	26,542.38
2013-14	6,829.56	6,680.13	13,406.74	26,916.43
2014-15	7,272.41	7,815.17	11,780.83	26,868.41
2015-16	6,578.26	5,936.39	10,920.55	23,435.20
2016-17	7,456.02	5,817.55	10,964.53	24,238.10
2017-18	7,223.58	6,290.56	11,055.42	24,569.56
2018-19	7,409.40	6,973.47	10,298.02	24,680.89
2019-20	7,050.34	7,553.30	8,963.15	23,566.79

Source: City of Oxnard

Ten Largest Users

The following table lists the City's ten largest users of the Water System. Together, these ten entities accounted for approximately 12% of Water System revenues in Fiscal Year ended June 30, 2020.

Table 3
WATER SYSTEM
TEN LARGEST CUSTOMERS BY ORDER OF BILLING
FOR TWELVE-MONTH PERIOD ENDING JUNE 30, 2020

Customer Name	Twelve-Month Billing	Percent of Total Revenue
Procter & Gamble	$3,471,311	5.9%
New Indy Oxnard	1,188,866	2.0
E F Oxnard	440,307	0.7
Gills Onions	418,109	0.7
Boskovich Farms	408,781	0.7
Puretec	339,013	0.6
RRI Energy Omond Beach	215,983	0.4
St. John's Regional Medical Center	208,612	0.4
Harris Water Conditioning	208,448	0.4
Dandy Cooling	157,975	0.3
Total:	**$7,057,405**	**11.9%**

Source: City of Oxnard

Rates and Charges

The City has the power to establish rates and charges as needed to operate the Water System. Charges are established by the City Council and are not subject to review or approval by any other agency. As revenue sources to operate the Water System, the City principally relies on (i) water user charges and (ii) connection charges.

User Charges. On July 18, 2017, the Oxnard City Council adopted Ordinance 2921 which set a new rate structure pursuant to a Water Cost of Service Study prepared by Carollo Engineers in July 2017. The new rates went into effect on September 1, 2017. Ordinance 2921 provides that the rates are to be automatically adjusted as follows: (1) annually on July 1 to reflect changes in the Capital Improvement Plan, (2) from time to time to reflect higher than expected increases from third-party water suppliers, and (3) when the city council declares a water shortage condition that mandates water conservation. On November 30, 2017, one such increase to water rates occurred due to higher costs of purchased water from outside water agencies as a result of rate increases by UWCD. The City's new rates went into effect beginning January 1, 2018. Furthermore, after notice is provided as required by law, the adopted rates are automatically adjusted over a six-year period for inflation in the cost of operating the Water System that exceed the forecasted inflation contained in the Water Cost of Service Study. The City expects a new cost of service study to be initiated in the Spring of 2021.

The current fixed user charges, classified by meter size and customer type, are described in following table:

Table 4
CITY OF OXNARD WATER SYSTEM
MONTHLY WATER SERVICE CHARGES
RATES AS OF JANUARY 1, 2018

Meter Size	Single Family Residential/ Oceanview Commercial*	Multifamily Residential	Commercial, Industrial, Irrigation, Oceanview Agricultural**	Fireline	Metered Construction	Non-Metered Construction
¾”	$21.26	$19.47	$15.90	$3.73	$24.27	$39.12
1”	33.21	30.23	24.27	5.06	--	70.62
1 ½”	62.84	56.90	45.01	8.36	--	160.69
2”	98.54	89.02	70.00	12.32	--	301.11
3”	211.70	190.87	149.21	24.89	149.21	--
4”	360.37	324.67	253.28	41.42	--	--
6”	747.14	672.77	524.02	84.40	--	--
8”	1,074.30	967.21	753.03	120.76	--	--
10”	1,728.78	1,556.25	1,211.18	193.50	--	--

* For Oceanview Commercial, only the 3/4” through 2” Meter Sizes are applicable.
** For Oceanview Agricultural, only the 3” through 10” Meter Sizes are applicable.
Source: City of Oxnard

The following table summarizes the variable water rates charged by the Water System for the different categories of water users using the inclining block rate structure.

Table 5
CITY OF OXNARD WATER SYSTEM
CUSTOMER USAGE AND VARIABLE RATES
AS OF JANUARY 1, 2018

Rate Per Hundred Cubic Feet (HCF)/Month	Single Family Residential and Oceanview Commercial	Rate Per Hundred Cubic Feet (HCF)/Month	Multi-Family Residential
0-9	$3.43	0-8	$3.65
9-15	5.26	Over 8	5.87
Over 15	6.26		

Rate Per Hundred Cubic Feet (HCF)/Month	Commercial and Industrial Meter Size 2'' or Smaller	Rate Per Hundred Cubic Feet (HCF)/Month	Commercial and Industrial Meter Size 3'' or Larger and Metered Construction
0-62	$3.33	All Usage	$4.63
Over 62	5.88		

Rate Per Hundred Cubic Feet (HCF)/Month	Irrigation- Meter Size 2'' or Smaller	Rate Per Hundred Cubic Feet (HCF)/Month	Irrigation- Meter Size 3'' or Larger
0-24	$3.44	All Usage	$5.26
Over 24	6.12		

Rate Per Hundred Cubic Feet (HCF)/Month	Oceanview Agriculture Irrigation
All Usage	$1.20

Source: City of Oxnard

The majority of the City's Water System accounts are primarily residential. A summary of accounts and Water System revenues as of June 30, 2020 by custoer category is shown in the following table.

TABLE 6
CITY OF OXNARD WATER SYSTEM
WATER SERVICE ACCOUNTS AND REVENUES
(as of June 30, 2020)

Category	Accounts	Percent	Revenues	Percent
Single Family	34,637	80.90%	$24,504,792	42.66%
Multi-Family	2,008	4.70	7,312,877	12.73
Commercial, Industrial, Irrigation, & Institutional	4,298	10.00	23,946,153	41.68
Fireline	1,666	4.00	1,138,698	2.00
Other Water Services*	195	0.04	544,443	0.93
Total	42,804	100.00%	$57,446,963	100.00%

Source: City of Oxnard
* Includes construction meters.

Connection Charges. The City charges a connection fee to all projects requiring new, expanded or additional service connections to the City's Water System. The Water System Revenues do not include these connection fees. The current connection fee structure has been in place since January 1, 2003 pursuant to Ordinance No. 2624. Effective January 1, 2003, the City implemented a "Capital Facility Charge" and a "Water Resource Development Fee" to fund new water supply projects to accommodate future growth. The Capital Facility Charge is $341 per meter equivalent and the Water Resource Development Fee is $2,792 per meter equivalent. These fees are paid as set forth in the following table.

Table 7
CITY OF OXNARD WATER SYSTEM
CONNECTION FEE EQUIVALENCY FACTOR, CHARGES, AND FEES
AS OF JUNE 30, 2020

Meter Size	Equivalency Factor	Capital Facility Charge	Water Resource Development Fee	Total
¾"	1	$341	$2,792	$3,133
1"	2	682	5,583	6,265
1 ½"	3	1,023	8,375	9,398
2"	5	1,706	13,958	15,664
3"	11	3,752	30,708	34,460
4"	17	5,799	47,458	53,257
6"	33	11,257	92,125	103,382
8"	53	18,080	147,958	166,038
10"	113	38,548	315,457	354,005
12"	180	61,404	502,498	563,902
Over 12"	To be determined by Water Superintendent			

Source: City of Oxnard

Comparative Water Rates

Set forth below is a schedule of comparative monthly water rates as of June 20, 2020 for typical residential customers in the City and surrounding areas using 9 hundred cubic feet per month with a 5/8" or ¾" water meter.

Table 8
WATER SYSTEM
COMPARABLE MONTHLY WATER USAGE CHARGE FOR
AVERAGE SINGLE FAMILY DETACHED-UNIT RESIDENTIAL CUSTOMER

Water Provider	Rate
City of Camarillo	$49.74
Fillmore	51.56
Ojai	51.84
City of Ventura	55.97
Ventura County (Waterworks District No. 1)	60.87
Oxnard	***67.91***
Santa Paula	72.56
Simi Valley	76.70
Port Hueneme	83.22
Thousand Oaks	86.19
Channel Islands	95.69

Source: City of Oxnard
Average Consumption = 12 Hundred Cubic Feet (HCF)

Billing and Collection Procedures and Delinquencies

Customers are billed on a monthly basis for approximately 30 day periods. Bills are due upon presentation and are considered delinquent after 21 days. If the amount due is unpaid after 30 days, a late charge of 10% of the current charges is assessed. When late charges are assessed, a late notice is mailed to the customer stating the date their service will be terminated if the account is not brought current. The customer is allowed 22 days after the notice is mailed to pay, or service will be terminated. Ten working days prior to termination of service, a notice of closure is delivered to the service address and a notice fee of $13.00 is charged to the account. If the customer still does not pay, service is terminated and a turn-off fee of $80.00 is charged to the account. The customer must pay delinquent fees and charges before water service is restored. Delinquencies during Fiscal Year 2019-20 were less than 1.5% of the amount billed to customers. Balances that are over two years old are written off at the end of each year. The balance written off for Fiscal Year 2019-20 totaled less than 0.3% of total revenues. Notice of Closure, notice fees, and service termination is temporarily suspended due to the COVID-19 pandemic. See "BOND OWNERS' RISKS —COVID-19 Pandemic."

The City has updated its policies and procedures for Water System shutoff pursuant to the recently signed Senate Bill No. 998 ("SB 998"). Among other things, SB 998 prohibits discontinuing residential water services due to delinquent payments for at least 60 days, and provides protections from discontinuing residential water services for certain customers who are unable to pay their bill. Notwithstanding SB 998's requirements, the Authority does not believe that there will be a material negative impact on the City's ability to collect Water System revenues as they become due and payable.

Financial Information

Financial Statements. A copy of the most recent audited financial statements (the "Financial Statements") of the City, including information on the Water System, prepared by the City's Finance Department and audited by Eadie & Payne LLP (the "Auditor") is included as Appendix B hereto. The Auditor's letter concludes that the Financial Statements present fairly, in all material respects, the financial position of the City as of June 30, 2019, and the results of its operations and the cash flows of its proprietary fund types for the year then ended in conformity with generally accepted accounting principles. The Financial Statements should be read in their entirety with particular emphasis on those pages dealing with the City's enterprise funds.

The summary historical operating results contained under "Historical and Projected Operating Results and Debt Service Coverage" are derived from the Financial Statements (excluding certain non-cash items and after certain other adjustments) and are qualified in their entirety by reference to such statements, including the notes thereto. The Auditor has not reviewed or audited the summary operating results or any other portion of this Official Statement.

Historical and Projected Operating Results and Debt Service Coverage

The following tables show a five-year historical summary of the Water System's operating results for Fiscal Years 2014-15 through 2018-19, together with the estimated figures for Fiscal Year 2019-20 and projected figures for Fiscal Years 2020-21 through 2024-25. The financial forecast represents the City's estimate of projected financial results based upon its judgment of the probable occurrence of future events. The Projected Operating Results and Debt Service Coverage table assumes a 2% annual increase in Charges for Services, Interest Income with the interest payment subsidy held constant at average receipts from Fiscal Years 2016 through 2020, Miscellaneous and Reimbursements held constant at average receipts from Fiscal Years 2016 through 2020, 3.6% annual increase in Operating Expenses, 5.7% annual sequestration rates on interest payment subsidies for the 2010B Bonds and a full refunding of the City's Refunded Bonds. The assumptions set forth in part in the footnotes to the chart set forth below are material in the development of the City's financial projections, and variations in the assumptions may produce substantially different financial results. Actual operating results achieved during the projection period may vary from those presented in the forecast and such variations may be material.

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Table 9
WATER SYSTEM
HISTORICAL OPERATING RESULTS AND DEBT SERVICE COVERAGE[1]

	(Actual) 2014-15	*(Actual) 2015-16*	*(Actual) 2016-17*	*(Actual) 2017-18*	*(Actual) 2018-19*
OPERATING REVENUES					
Charges for Services	$46,795,267	$45,677,222	$47,836,462	$61,024,464	$58,274,412
Interest Income	2,438,909	2,213,969	2,327,439	1,383,881	4,847,879
Miscellaneous and reimbursements	1,155,148	1,721,327	2,404,601	1,354,530	1,441,546
Less: BABs Subsidy[2][3]	(1,877,324)	(1,887,450)	(1,885,424)	(1,012,580)	(2,948,211)
Total Operating Revenues	**48,512,000**	**47,725,068**	**50,683,078**	**62,750,295**	**61,615,626**
OPERATING EXPENSES[4]	$39,181,785	$36,729,222	$37,479,875	$37,781,641	$37,586,305
NET SYSTEM REVENUES	**$9,330,215**	**$10,995,846**	**$13,203,203**	**$24,968,654**	**$24,029,321**
ANNUAL DEBT SERVICE					
2006 Bonds	$3,428,385	$3,430,248	$3,427,548	$3,425,585	$1,721,598
2010 Series A Bonds	1,971,325	1,974,325	1,967,925	1,969,925	1,968,175
2010 Series B Bonds (Taxable)[3][5]	3,908,849	3,898,723	3,900,749	4,773,593	2,837,962
2012 Bonds	735,819	728,519	731,069	733,169	729,819
2014 Bonds	2,531,704	2,529,924	2,532,994	2,533,200	2,529,800
2018 Bonds	0	0	0	0	988,156
Total Annual Debt Service	**$12,576,081**	**$12,561,738**	**$12,560,284**	**$13,435,472**	**$10,775,509**
DEBT SERVICE COVERAGE RATIO[6]	0.74x	0.88x	1.05x	1.86x	2.23x
Water Revenue Fund Cash	**$36,333,698**	**$31,083,997**	**$25,877,030**	**$30,014,688**	**$44,660,553**
Cash Required at 25% of Maximum Annual Debt Service ("MADS")	3,472,713	3,472,713	3,472,713	3,472,713	3,472,713
Surplus Cash After 25% MADS Requirement	$32,860,985	$27,611,284	$22,404,317	$26,541,975	$41,187,840

(1) Totals may not add due to rounding.
(2) Under the indenture relating to the 2010B Bonds, the Authority receives an interest payment subsidy and deposits the amounts received in the bond fund for the payment of interest on the 2010B Bonds. As a result, the installment payments relating to the 2010B Bonds are reduced by the amount representing the interest payment subsidy so deposited.
(3) A portion of the Fiscal Year 2017-18 interest payment subsidy was actually received in Fiscal year 2018-19 and has been recorded in Fiscal year 2018-19.
(4) Excludes non-cash items (e.g. depreciation, etc.) and capital expenses.
(5) Net of interest payment subsidy and includes assumed 5.7% "sequestration rates."
(6) The debt service coverage ratio is calculated by dividing net revenues by the total annual debt service. The debt service coverage ratio does not take into consideration the balance in the Water Revenue Fund for purposes of satisfaction of the City's rate covenant. See "SECURITY FOR THE 2020 BONDS – Rate Covenant."
Source: City of Oxnard

Table 10
WATER SYSTEM
PROJECTED OPERATING RESULTS AND DEBT SERVICE COVERAGE[1]

	(Estimated) 2019-20	*(Budgeted) 2020-21*	*(Projected) 2021-22*	*(Projected) 2022-23*	*(Projected) 2023-24*	*(Projected) 2024-25*
OPERATING REVENUES						
Charges for Services	$ 59,254,691	$ 61,143,298	$ 62,366,164	$ 63,613,487	$ 64,885,757	$ 66,183,472
Interest Income	3,656,896	3,037,365	2,800,000	2,800,000	2,800,000	2,800,000
Miscellaneous and reimbursements	966,311	1,332,624	1,577,000	1,577,000	1,577,000	1,577,000
Less: BABs Subsidy[2]	(1,905,676)	(1,948,623)	(2,025,160)	(2,025,160)	(1,978,143)	(1,928,978)
Total Operating Revenues	**61,972,222**	**63,564,664**	**64,718,004**	**65,965,327**	**67,284,614**	**68,631,494**
OPERATING EXPENSES[3]	40,555,693	38,286,124	39,784,297	41,250,165	42,760,010	44,315,149
NET SYSTEM REVENUES	**21,416,530**	**25,278,540**	**24,933,706**	**24,715,161**	**24,524,604**	**24,316,344**
ANNUAL DEBT SERVICE						
2010 Series A Bonds	1,972,675	-	-	-	-	-
2010 Series B Bonds (Taxable)[4]	3,880,497	3,837,550	3,761,012	5,731,012	5,733,695	5,732,389
2012 Bonds	731,619	-	-	-	-	-
2014 Bonds	2,530,550	2,532,800	2,531,300	2,531,050	2,531,800	2,528,301
2018 Bonds	3,053,913	3,053,413	3,055,163	3,048,913	3,054,913	3,057,413
2020A Bonds	0	1,341,991	1,885,400	907,800	907,800	907,800
2020B Bonds	0	508,244	606,252	606,668	601,000	608,772
Total Annual Debt Service	**$12,169,253**	**$11,273,997**	**$11,839,126**	**$12,825,443**	**$12,829,208**	**$12,834,674**
DEBT SERVICE COVERAGE RATIO[5]	1.76x	2.24x	2.11x	1.93x	1.91x	1.89x

(1) Totals may not add due to rounding.
(2) Under the indenture relating to the 2010B Bonds, the Authority receives an interest payment subsidy and deposits the amounts received in the bond fund for the payment of interest on the 2010B Bonds. As a result, the installment payments relating to the 2010B Bonds are reduced by the amount representing the interest payment subsidy so deposited
(3) Excludes non-cash items (e.g. depreciation, etc.) and capital expenses.
(4) Net of interest payment subsidy and includes assumed 5.7% "sequestration rates."
(5) The debt service coverage ratio is calculated by dividing net revenues by the total annual debt service. The debt service coverage ratio does not take into consideration the balance in the Water Revenue Fund for purposes of satisfaction of the City's rate covenant. See "SECURITY FOR THE 2020 BONDS – Rate Covenant."
Source: City of Oxnard

BOND OWNERS' RISKS

The following describes certain special considerations and risk factors affecting the payment of and security for the 2020 Bonds. The following discussion is not meant to be an exhaustive list of the risks associated with the purchase of any 2020 Bonds and does not necessarily reflect the relative importance of the various risks. Potential investors in the 2020 Bonds are advised to consider the following special factors along with all other information in this Official Statement in evaluating the 2020 Bonds. There can be no assurance that other considerations will not materialize in the future.

COVID-19 Pandemic

The COVID-19 pandemic that has affected the United States and the world during 2020 has led to efforts to quarantine individuals in order to reduce the spread of the virus. As such, the United States, the State, the County, and the City had each declared a "state of emergency" or equivalent. Additionally, the State issued a "stay at home" order that severely restricts the movement of residents and generally mandates residents to remain in their home and, in effect, prohibits non-essential workers from working outside their home. This has caused the disruption of daily life in all jurisdictions, including the closure of, among others, bars, dine-in restaurants, retail stores, schools, gyms, movie theatres, certain government buildings and religious institutions, and general prohibitions on gatherings.

As a result of the emergency declaration, City staff are working from City facilities, with many office workers alternating between working from home and from their City offices. City buildings housing essential services remain open at this time, although some services may not be available on-site. The City has asked members of the public who have business to conduct with the City do so over the phone, via email or online if possible.

This declaration has not impacted essential services such as water services. Public health is of paramount concern for the City and the City has already implemented significant measures to limit the possible spread of COVID-19. The City's current measures are compliant with those executed by Ventura County.

Those precautionary measures – including the cancellation or postponing of nonessential events and gatherings – will remain in effect until further notice. City staff continues working closely with the Ventura County, the Centers for Disease Control, and the Office of Governor Newsom, receiving daily updates.

The City is following the guidelines for reopening set forth by the County, which guidelines adhere to the guidance for reopening issued by State Public Health Officer and California Department of Public Health. Currently, the County is in Tier 2 of the State's four-tier Blueprint for a Safer Economy reopening plan. Tier 2, or the second most restrictive tier of the reopening plan, indicates COVID-19 transmission risks are assessed as "substantial" and some non-essential indoor business operations are closed. In addition to curb-side retail, manufacturing, logistics, childcare, office-based businesses, select services and outdoor museums, gyms and fitness centers, worship services and personal care services may operate indoors in the County so long as they comply with State or, when more restrictive, County public health orders.

While the City has seen negative impacts on General Fund revenues, the City does not anticipate any material financial impact to the Water Fund as a result of the COVID-19 pandemic. City staff are monitoring cash positions for both the short and long-term, and Water Fund operations are mostly unaffected, and the impact on collections has been minimal to date. There are no known issues with the current top ten water customers listed in Table 3 because most are residential/apartments, and there are no known issues with major employers in the County.

The Fiscal Year 2021 City budget was approved by the City Council in June, 2020. The approved Water Fund Fiscal Year 2021 budget projects revenue for the water fund estimated to be $83.7 million, including $66.8 million of water revenues and $16.8 million of new bond proceeds. Expenditures in the Water fund are estimated at $88.3 million. As a result, the Water fund is expected to have an ending fund balance of $43.8 million, including the $16.8 million of new bond proceeds recognized as revenues.

The actual impact of the COVID-19 pandemic will depend on the duration of the pandemic. To provide relief for its customers, the City is currently suspending assessment of notice fees and terminations for unpaid/delinquent bills. The City also has a utility rate assistance program to assist low-income residential customers, where the City can provide up to a $15 credit per month for monthly utility services to customers who meet certain eligibility requirements.

The City cannot predict (i) the duration or extent of the COVID-19 outbreak; (ii) to what extent the COVID-19 outbreak may affect the operations and revenues of the Water System; (iii) to what extent COVID-19 may disrupt the local, State, national or global economy, manufacturing or supply chain, or whether any such disruption may adversely impact system-related construction, the cost, sources of funds, schedule or implementation of the capital improvement program, or other system operations; (iv) to what extent the City may provide additional deferrals, forbearances, adjustments or other changes to its customers or its billing and collection procedures; or (v) whether any of the foregoing may have a material adverse effect on the finances and operations of the Water System. Prospective investors should assume that the restrictions and limitations instituted related to COVID-19 will increase, and the current upheaval to the national and global economies will continue and/or be exacerbated, at least over the near term, and the recovery may be prolonged, and therefore, COVID-19 may adversely impact Water System revenues.

Water System Demand and Growth

There can be no assurance that the local demand for the services provided by the Water System will be maintained at levels described in this Official Statement under the heading "THE WATER SYSTEM." Reduction in the level of demand due to conservation efforts of the City, or other factors, could require an increase in rates or charges in order to produce Net Water System Revenues sufficient to comply with the City's rate covenant in the Indenture. Such rate increases could increase the likelihood of nonpayment, and could also further decrease demand. There can be no assurance that any other entity with regulatory authority over the Water System will not adopt further restrictions on operation of the Water System.

Net Water System Revenues; Rate Covenants

Net Water System Revenues are dependent upon the demand for water, which can be affected by population factors, more stringent drinking water regulations, or problems with the City's treatment facilities. There can be no assurance that water service demand will be consistent with the levels contemplated in this Official Statement. A decrease in the demand for water could require an increase in rates or charges in order to comply with the rate covenants contained in the Indenture. The City's ability to meet its rate covenants is dependent upon its capacity to increase rates without driving down demand to a level insufficient to meet debt service on the 2020 Bonds.

Operating Expenses

There can be no assurance that operating expenses of the Water System will be consistent with the levels contemplated in this Official Statement. Changes in technology, changes in quality standards, increases in the cost of operation or other expenses could require substantial increases in rates or charges in order to comply with the rate covenants in the Indenture. Additionally, decreased groundwater pumping

allocations from the FCGMA ramp down will likely lead to an increase in more expensive imported water, which may lead to water rate increases over time. Such rate increases could drive down demand for water or otherwise increase the possibility of nonpayment of the 2020 Bonds. The City hopes that the Hueneme Road Project and the ASR Projects will avoid the need to purchase substantial imported water in the future.

Drought Measures

State Orders. On January 17, 2014, the California Governor declared a drought state of emergency (the "Declaration") with immediate effect. The Declaration includes the following orders, among others:

(a) local urban water suppliers, including the City, are encouraged to implement their local water shortage contingency plans; the City's plan is discussed under the subcaption "–City Response to Drought;"

(b) local urban water suppliers, including the City, are encouraged to update their urban water management plans to prepare for extended drought conditions;

(c) the California Department of Water Resources ("DWR") and the State Water Resources Control Board (the "SWRCB") are directed to expedite the processing of water transfers;

(d) the SWRCB is directed to put water rights holders on notice that they may be required to cease or reduce water diversions in the future;

(e) the SWRCB is directed to consider modifying requirements for reservoir releases or diversion limitations; and (f) DWR is directed to take necessary actions to protect water quality and supply in the Sacramento-San Joaquin River Delta/San Francisco Bay Estuary (the "Bay-Delta"), including the installation of temporary barriers or temporary water supply connections, while minimizing impacts to aquatic species. In addition, on July 15, 2014, the SWRCB adopted emergency measures requiring water suppliers to implement mandatory Statewide water conservation actions.

On March 17, 2015, the SWRCB adopted additional emergency regulations limiting outdoor irrigation to two days per week, extending certain measures set forth in the July 15, 2014 action for an additional 270 days, prohibiting outdoor irrigation for 48 hours following rain and prohibiting restaurants from serving water to customers unless requested. It is anticipated that the City will comply with the new regulations through its Water Conservation Ordinance (the "Ordinance"), as discussed under the subcaption "—City Response to Drought."

On April 1, 2015, the California Governor issued an executive order extending the measures set forth in the Declaration and adopting the following additional orders, among others: (i) the SWRCB is directed to impose restrictions to reduce potable urban water usage, including usage by commercial, industrial and institutional properties and golf courses, by 25% from 2013 amounts through February 28, 2016; portions of a water supplier's service area with higher per capita use must achieve proportionally greater reductions than areas with lower per capita use; (ii) DWR is directed to lead a statewide initiative to replace 50 million square feet of lawns with drought tolerant landscaping; (iii) the California Energy Commission is directed to implement a rebate program for replacement of inefficient appliances; (iv) urban water suppliers are required to provide monthly water usage, conservation and enforcement information; (v) service providers are required to monitor groundwater basin levels in accordance with California Water Code § 10933; (vi) permitting agencies are required to prioritize approval of water infrastructure and supply projects; and (vii) DWR is required to plan salinity barriers in the Bay-Delta. On May 6, 2015, the SWRCB adopted regulations in response to the Governor's executive order that require the City to effect a 32% reduction from 2013 water usage. The City has complied with the State mandates on conservation.

On November 13, 2015, the Governor issued Executive Order B-36-15, which calls for an extension of urban water use restrictions until October 31, 2016 should drought conditions persist through January 2016.

On February 2, 2016, the SWRCB extended its previous emergency regulations through October 2016 while making available credits and adjustments of up to 8% in urban water suppliers' conservation mandates based upon climate, water-efficient growth and investments in drought-resilient supply sources. On May 18, 2016, the SWRCB adopted a statewide water conservation approach that replaces the prior percentage reduction-based water conservation standard with a localized "stress test" approach that mandates urban water suppliers act now to ensure at least a three year supply of water to their customers under drought conditions.

On April 7, 2017, the Governor issued an executive order (the "2017 Executive Order") which terminates the January 17, 2014 executive order discussed above (except with respect to certain counties within the State) and rescinds the 2015 Executive Order. The 2017 Executive Order continues to require the SWRCB to develop standards for urban water suppliers to set water use efficiency targets and restrict wasteful water use, as provided in the 2016 Executive Order.

City Response to Drought. The City Council has the authority to declare a water shortage and establish corresponding mandatory conservation measures. The City classifies the severity of the water shortage using stages, designated 1 to 4, each of which corresponds to the relative degree to which the City water supply is likely to be reduced.

In response to the State Declaration which required that water suppliers, such as the City, implement mandatory conservation measures by August 1, 2014, the City declared a Stage 2 Water shortage condition within the City and adopted mandatory water conservation measures to address the ongoing severe drought conditions. The resolution was adopted during the July 29, 2014 meeting and became effective immediately. The City's resolution prohibits and imposes a range of water conservation measures that are designed to reduce consumption of potable water in a variety of uses. Failure to comply with the water conservation measures is punishable by a fine of up to $100 for a first violation; $200 for a second violation within one year and $500 for a third and every additional violation within one year. Since the severe drought emergency was lifted in 2017, the City's mandatory water conservation actions have not been enforced but they are still in effect.

When the City Council declares a water shortage, the water rates that are based on volume should be adjusted to reflect the level of severity and corresponding mandatory water conservation percentage reflected in the water shortage condition declaration.

Future Land Use Regulations

Development within the City's service area is contingent upon the future construction and acquisition of a number of public improvements such as public access streets, and utilities such as, but not limited to, water distribution facilities, sewage collection and transmission facilities, drainage facilities and street lighting, as well as the necessary local in-tract improvements. The installation of the necessary infrastructure improvements and the construction of the residential, commercial, institutional and/or industrial developments are subject to the receipt of discretionary approvals from the City and potentially additional public agencies, such as the California Coastal Commission and the Ventura Local Agency Formation Commission, concerning the layout and design of the development, the nature and extent of the improvements, land use, health and safety requirements and/or other matters. The failure to obtain any such approval could adversely affect the planned land development within the City.

In addition, there can be no assurance that land development operations within the City will not be adversely affected by future government policies, including, but not limited to, governmental policies to restrict or control development.

Proposition 218

Proposition 218, a state ballot initiative known as the "Right to Vote on Taxes Act" was approved by California voters on November 5, 1996 and, except for certain provisions that became effective on July 1, 1997, became effective on November 6, 1996. Proposition 218 added Article XIIIC, entitled "Voter Approval of Local Tax Levies" ("Article XIIIC"), and Article XIIID, entitled "Assessment and Property Related Fee Reform ("Article XIIID"), to the California Constitution. Article XIIIC and Article XIIID limit the imposition by a local government of "general taxes," "special taxes," "assessments" and "fees" or "charges." The City is a local government within the meaning of Article XIIIC and Article XIIID.

Article XIIIC, provides, among other things, that the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local fee or charge. This extension of the initiative power is not limited by the terms of Article XIIIC to fees and charges imposed after November 6, 1996 and, absent other authority, could result in retroactive reduction in existing fees and charges. Although the terms "fees" and "charges" are not defined in Article XIIIC, the California Supreme Court, in *Bighorn-Desert View Water Agency v. Verjil* ((2006) 39 Cal. 4th 205, 211), has stated that there is no basis for excluding from Article XIIIC's authorization any of the fees subject to Article XIIID. If fees or charges charged or collected by the City for its Water System or Sewer System are subjected to the initiative process and the outcome of any initiative proceedings results in a reduction or repeal of such fees or charges, respectively, the ability of the Enterprise to generate revenues sufficient to comply with the City's covenants under the Indenture may be adversely affected. Furthermore, if voters were to approve an initiative lowering the City's water rates, sewer rates, or other charges, the City would need voter approval before it could change the rate or charge that had been set by initiative. The City could, however, increase a charge that was not affected by initiative or to impose an entirely new charge without voter approval.

The California Supreme Court further stated in *Bighorn* that it was not holding that the initiative power is free of all limitations and was not determining whether the initiative power is subject to the statutory provision requiring that water service charges be set at a level that will pay debt service on bonded debt and operating expenses. Such initiative power could be subject to the limitations imposed on the impairment of contracts under the contract clause of the United States Constitution. On July 1, 1997, a bill was signed into law by the Governor of the State enacting Government Code Section 5854, which states: "Section 3 of Article XIIIC of the California Constitution, as adopted at the November 5, 1996 general election, shall not be construed to mean that any owner or beneficial owner of a municipal security, purchased before or after that date, assumes the risk of, or in any way consents to, any action by initiative measure that constitutes an impairment of contractual rights protection by Section 10 of Article I of the United States Constitution." Government Code Section 5854 appears to limit the voters' power to repeal or reduce Water System fees and Sewer System fees and charges if such reductions would interfere with the City's payment of debt service on the 2020 Bonds. If Government Code Section 5854 becomes the subject of a challenge, however, no guarantee can be made that the courts will agree with such interpretation.

Article XIIID prohibits the assessment upon any parcel of property or upon any person "as an incident of property ownership" (defined to exclude fees for the provision of electrical or gas service) by a local government of any tax, assessment, fee or charge except voter-approved ad valorem property taxes and special taxes, fees or charges as a condition of property development, and assessments and "fees or charges for property related services" levied or imposed in accordance with the provisions of Article XIIID.

Under Article XIIID, revenues derived from a "fee" or "charge" (defined as "any levy other than an ad valorem tax, a special tax or an assessment, imposed by a local government upon a parcel or upon a person as an incident of property ownership, including user fees or charges for a property related service") may not exceed the funds required to provide the "property-related service" and may not be used for any purpose other than that for which the fee or charge was imposed. Further, the amount of a "fee" or "charge" may not exceed the proportional cost of the service attributable to the parcel, no "fee" or "charge" may be imposed for a service unless that service is actually used by, or is immediately available to, the owner of the property in question, and no "fee" or "charge" may be imposed for general governmental service where the service is "available to the public at large in substantially the same manner as it is to the property owners."

In addition, in order for a "fee" or "charge" to be imposed or increased, Article XIIID provides that, among other things, the parcel upon which a fee or charge is proposed for imposition must be identified, the amount of the fee or charge proposed to be imposed on each such parcel must be calculated, written notice by mail of the proposed fee or charge must be provided to the "record owner" of each identified parcel, and a public hearing must be conducted upon the proposed fee or charge. If written protests against the proposed "fee" or "charge" are presented by a majority of owners of the identified parcels, the fee or charge may not be imposed. The California Supreme Court in *Bighorn* indicated that once a property owner or resident has paid the connection charges and has become a customer of a public water agency, all charges for water delivery incurred thereafter are charges for a property-related service, whether the charge is calculated on the basis of consumption or is imposed as a fixed monthly fee. Accordingly, the imposition or increase of any fee or charge by the City for water service or sewer service will be the subject of such a majority protest. If such a majority protest occurs, the ability of the Enterprise to generate revenues sufficient to comply with the City's covenants under the Indenture may be adversely affected.

Article XIIID states that, beginning July 1, 1997, all "fees" or "charges" must comply with its provisions. It is unclear how the provisions of Article XIIID will be applied to fees or charges established prior to such date. It is also unclear how the provisions of Article XIIID will be applied to fees or charges established after such date but prior to the *Bighorn* decision.

As a result of the *Bighorn* decision, there can be no assurance that Proposition 218 will not limit the ability of the City to impose, levy, charge and collect increased fees and charges for water and sewer service.

Numerous recent appellate court opinions interpret and apply Proposition 218 in the context of evaluating the validity of water-related fees and charges. The City is unable to predict at this time how Proposition 218 will ultimately be interpreted by the courts and what, if any, further implementing legislation will be enacted, and there can be no assurance that Proposition 218 will not limit the future ability of the City to impose, levy, charge and collect increased fees and charges for water service and sewer service.

The City is currently a party in a suit filed with the Ventura County Superior Court, *City of Oxnard v. Aaron Starr*. The City filed suit against the sponsor of the "Measure M Initiative" ballot measure, claiming the Measure M Initiative was invalid because it set wastewater rates too low. The Measure M Initiative, which received the required votes for passage, repealed wastewater service charges adopted on January 26, 2016 and effective on March 1, 2016. The City's suit claimed the Measure M initiative compelled the City to violate both State and Federal laws and regulations, and therefore could not be legally enforced. The City was granted a temporary restraining order on the implementation of the Measure M Initiative by the trial judge, which remained in place until new wastewater rates adopted by the City Council on May 23, 2017 became effective on July 1, 2017, none of which are subject to the Measure

M Initiative. Following trial, the judge ruled against the City, and judgment in the case was entered on August 1, 2018. The City appealed, and on October 13, 2020, the Court of Appeal issued an opinion reversing the trial court's ruling against the City. The opinion is not yet final and Respondent has stated that he will seek rehearing by the Court of Appeal or petition for review by the California Supreme Court. The Court of Appeal has calendared the remittitur to issue on December 14, 2020. If the Court of Appeal opinion becomes final, the City will not have to refund the amount of the increased rates collected while the temporary restraining order was in effect (up to $5.9 million dollars, that the City's Wastewater Fund might have had to pay). That refund was sought by a post-judgment motion, which the trial court denied, and through a separate lawsuit that was filed as a class action and is currently pending in the Ventura Superior Court *(Aaron Starr and Nancy Pedersen v. City of Oxnard*). No assurance can be made that the Water System won't be subject to a similar type of an initiative.

Constitutional Limit on Appropriations, Fees and Charges

If a portion of the Water System rates or connection charges were determined by a court to exceed the reasonable costs of providing service, any fee which the City charges may be considered to be a "special tax," which under Articles XIIIA or XIIID of the California Constitution must be authorized by a two-thirds vote of the affected electorate. This requirement is applicable to the City's rates for service provided by the Water System. The reasonable cost of service provided by the Water System has been determined by the State Controller to include depreciation and allowance for the cost of capital improvements. In addition, the State courts have determined that fees such as connection fees (capacity charges) will not be special taxes if they approximate the reasonable cost of constructing Water System improvements contemplated by the local agency imposing the fee. Such court determinations have been codified in the Government Code of the State of California (Section 66000 et seq.).

Under Article XIIIB of the California Constitution, state and local government entities have an annual "appropriations limit" which limits their ability to spend certain moneys called "appropriations subject to limitation," which consists of tax revenues, certain state subventions and certain other moneys, including user charges to the extent they exceed the costs reasonably borne by the entity in providing the service for which it is levying the charge. In general terms, the "appropriations limit" is to be based on certain Fiscal Year 1978/79 expenditures, and is to be adjusted annually to reflect changes in the consumer price index, population and services provided by these entities. Among other provisions of Article XIIIB, if an entity's revenues in any year exceed the amount permitted to be spent, the excess would have to be returned by revising tax rates or fee schedules over the subsequent two years. For the current fiscal year, the City's revenue subject to this limitation is only $133,634,875, which is $241,171,927 (64 percent) below the statutory ceiling of $374,806,802.

The City is of the opinion that the rates and use charges imposed by the City in connection with the Water System do not exceed the costs it reasonably bears in providing such services.

Limitations on Remedies Available to Bondowners

The ability of the City to comply with its covenants under the Indenture and to generate Net Water System Revenues sufficient to pay principal of and interest on the 2020 Bonds may be adversely affected by actions and events outside of the control of the City, and may be adversely affected by actions taken (or not taken) by voters, property owners, taxpayers or payers of assessments, fees and charges. See "Proposition 218" below. Furthermore, any remedies available to the owners of the 2020 Bonds upon the occurrence of an event of default under the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay and could prove both expensive and time consuming to obtain.

In addition to the limitations on Bondholder remedies contained in the Indenture, the rights and obligations under the 2020 Bonds and the Indenture may be subject to the following: the United States Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; usual equity principles which may limit the specific enforcement under State law of certain remedies; the exercise by the United States of America of the powers delegated to it by the Federal Constitution; and the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State of California and its governmental bodies in the interest of serving a significant and legitimate public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or state government, if initiated, could subject the Owners of the 2020 Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation or modification of their rights.

Seismic Considerations

The City is located in a seismically active area of California. If there were to be an occurrence of severe seismic activity in the area of the City, there could be an interruption in the service provided by the Water System, resulting in a temporary reduction in the amount of Net Water System Revenues available to pay debt service when due on the 2020 Bonds.

The Indenture does not require the City to maintain earthquake or flood insurance on the Water System. The City, along with much of the State, shares a history of seismic activity and is thus listed as a "Zone 4" earthquake area in the Uniform Building Code. A Zone 4 designation has the most restrictive design requirements for new construction. The City standards for development, to which the components of the Water System were subject, have been designed to reduce the risk to the public and adequately mitigate seismic hazards.

There are no known major faults within the City; however, there are several active faults located within radius of approximately 50 miles from the City including the San Andreas Fault and the San Gabriel Fault. Activity along these faults could potentially result in damage to buildings, roads, bridges and property within the City in the event of a major earthquake.

Cybersecurity

As a recipient and provider of personal, private and sensitive information, the City and its departments face multiple cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computers and other sensitive digital networks and systems.

On May 22, 2018, the City was alerted by a banking institution that some of their credit card holders experienced fraudulent purchases on their accounts and these were the same cards used to pay their Oxnard utility bills with its Click2Gov ("Superion") online payment system. The City reported the issue to the Police Department and Superion, which engaged a third-party forensic firm to determine what happened and what information may have been affected. Superion alerted the City to a software vulnerability that had the potential to allow an unauthorized individual to gain access to the computer used to process credit card transactions. Security patches were applied by Superion on a new server to eliminate the vulnerability. The City also shut down the system to implement security controls recommended by Superion. Although Superion's investigation did not identify the exact method by which any credit card data could have been compromised, the City decided to notify customers as a precaution.

On April 6, 2020, the City was impacted by a ransomware cyberattack. When the City became aware of the cyber incident, it promptly took steps to secure and contain the system and identify the scope

of the impact. The City immediately engaged multiple external cybersecurity professionals to assist in the containment, restoration, and investigation. The incident encrypted files on the local hard drives of approximately 15% of the City's approximately 1,500 Microsoft Windows computers. The City's financial system was not infected by the ransomware virus, as validated by outside security professionals. A primary goal is to ensure full containment and restoration of the impacted computers. The forensic investigation concluded there was no forensic evidence of any access or exfiltration of personal information or any of the City's financial data.

Due to the impact on multiple endpoints, during the first week following the incident, there was access to the City's payroll system through only two PC workstations and to the accounts payable system through one, so that the City could pay its employees and vendors, respectively. Before the week was out, the Department of Billing and Licensing had access to the financial system in order to record incoming revenue, and the online payment portal was once again available for utility billing customers. The general ledger, accounts receivable, utility billing, fixed asset, grant accounting, and purchasing modules of the financial systems were inaccessible to almost all City employees outside the Information Technology Department. As a result, the City was unable to issue utility bills for water, wastewater, and environmental resources (solid waste) during the first week following the attack.

During the second week following the incident, the City and its cybersecurity professionals tested and reimaged multiple PC workstations to restore access to the financial system for several dozen more City employees, including much of the Finance Department. The City and its external investigation team are continuing to restore access to those financial system modules, with a full comprehensive restoration expected within a matter of weeks or months.

Since the second week following the attack, the City has been issuing water utility bills based on estimated water consumption, because the automated meter reading software was inaccessible, similar to the financial system (Wastewater utility bills do not require meter readings). Automated water meter reading resumed on April 20th.

As part of the recovery and restoration process, the City has implemented additional security measures to reduce the risk of future cyberattacks and is currently assisting law enforcement with its investigation.

The City did not incur any material financial consequences as a result of the incident.

No assurances can be given that the City's security and operational control measures will be successful in guarding against any and each cyber threat and attack. The results of any attack on the City's computer and information technology systems could impact its operations and damage the City's digital networks and systems, and the costs of remedying any such damage could be substantial.

Climate Change

The change in the earth's average atmospheric temperature, generally referred to as "climate change," is expected to, among other things, increase the frequency and severity of extreme weather events and cause substantial flooding.

The City cannot predict the timing, extent, or severity of climate change and its impact on the City's operations and finances. Also, additional actions to address climate change may be necessary and the City can give no assurances regarding the impact of such actions on the City's operations and finances.

The City does not have nor is it adjacent to any wildland areas. Accordingly, the risk of a wildfire within the City is nonexistent.

Environmental Regulation

The kind and degree of water treatment which is effected through the Water System is regulated, to a large extent, by the federal government and the State of California. Treatment standards set forth in federal and State law control the operations of the Water System and mandate its use of technology. In the event that the federal government, acting through the Environmental Protection Agency, or the State of California, acting through the Department of Health Services, or additional federal or State legislation, should impose stricter water quality standards upon the Water System, the Water System's expenses could increase accordingly and rates and charges would have to be increased to offset those expenses. It is not possible to predict the direction which federal or state regulation will take with respect to drinking water quality standards, although it is anticipated that both will impose more stringent standards with attendant higher costs.

No Obligation to Tax

The obligation of the City to pay the principal of and interest on the 2020 Bonds does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. The obligation of the City to pay principal of and interest on the 2020 Bonds does not constitute a debt or indebtedness of the City, the State of California or any of its political subdivisions, within the meaning of any constitutional or statutory debt limitation or restriction.

Change in Law

The State is experiencing a significant budgetary shortfall during the pandemic-induced recession. The City cannot predict what actions will be taken in the future by the State Legislature and the Governor to deal with declining State revenues and increasing expenditures, and it is possible that future legislation will impact revenues of local agencies. These developments at the State level will most likely adversely affect local governments. However, the City does not currently anticipate that the State budget problems will materially adversely impact the operation of the City's Water System.

Geologic and Topographic

The value of the Water System, and the ability to generate Water System Revenues, is contingent upon the ability of the City to deliver water to its customers. The financial stability of the City can be adversely affected by a variety of factors, particularly those which may affect infrastructure and other public improvements and private improvements and the continued habitability and enjoyment of such private improvements. Such additional factors include, without limitation, geologic conditions (such as earthquakes), topographic conditions (such as earth movements and floods) and climatic conditions (such as droughts and tornadoes). The City is in an active geological area.

Engineering standards require that some of these factors be taken into account, to a limited extent, in the design of improvements, including the Water System. Some of these factors may also be taken into account, to a limited extent, in the design of other infrastructure and public improvements neither designed nor subject to design approval by the City. Design criteria in any of these circumstances are established upon the basis of a variety of considerations and may change, leaving previously-designed improvements unaffected by more stringent subsequently established criteria. In general, design criteria reflect a balance at the time of protection and the future costs of lack of protection, based in part upon a present perception

of the probability that the condition will occur and the seriousness of the condition should it occur. Conditions may occur which may result in damage to improvements in varying degrees, and such damage may entail significant repair or replacement costs, and there can be no assurance that such repair or replacement will occur. Under any of these circumstances, the public and private improvements within the City in general may well depreciate or disappear, notwithstanding the establishment of design criteria for any such condition.

The area encompassed by the City, like that in much of California, may be subject to unpredictable seismic activity. Occurrence of earthquakes could cause an interruption of deliveries of water to and from the City until repairs could be effected, thus possibly diminishing the amount of Net Water System Revenues.

The components of the Water System are located in a flood insurance rate zone designated by the Federal Emergency Management Agency ("FEMA") as "Zone B." According to FEMA, Zones B, C, and X refer to flood insurance rate zones that are not within the 100-year floodplain and are therefore not considered to pose a flood hazard. The term "100-year flood" refers to the flood elevation that has a one percent chance of being equaled or exceeded in any given year. A base flood may also be referred to as a "100-year storm" and the area inundated during the base flood is sometimes called the "100-year floodplain." The 100-year flood, which is the standard used by most federal and state agencies, is used by the National Flood Insurance Program as the standard for floodplain management and to determine the need for flood insurance.

Secondary Market for 2020 Bonds

There can be no guarantee that there will be a secondary market for the 2020 Bonds or, if a secondary market exists, that any 2020 Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then-prevailing circumstances. Such prices could be substantially different from the original purchase price.

Federal Tax-Exempt Status of the 2020 Bonds

The Internal Revenue Code of 1986, as amended (the "Code") imposes a number of requirements that must be satisfied for interest on state and local obligations, such as the Series A Bonds, to be excludable from gross income for federal income tax purposes. These requirements include limitations on the use of Bond proceeds, limitations on the investment earnings on the Series A Bonds proceeds prior to expenditure, a requirement that certain investment earnings on the Series A Bond proceeds be paid periodically to the United States and a requirement that the issuers file an information report with the Internal Revenue Service (the "IRS"). The City has covenanted in certain of the documents referred to herein that they will comply with such requirements. Failure to comply with the requirements stated in the Code and related regulations, rulings and policies may result in the treatment of interest on the Series A Bonds as taxable, retroactively to the date of issuance of such Series A Bonds.

IRS Audit of Tax-Exempt Issues

The IRS has initiated an expanded program for the auditing of tax-exempt issues, including both random and targeted audits. It is possible that the Series A Bonds will be selected for audit by the IRS. It is also possible that the market value of the Series A Bonds might be affected as a result of such an audit of the Series A Bonds (or by an audit of similar obligations).

Bond Insurance

In the event of default of the payment of the scheduled principal of or interest on the 2020 Bonds when all or some becomes due, the Trustee on behalf of any owner of the 2020 Bonds shall have a claim under the Policy for such payments. The Insurer may direct and must consent to any remedies with respect to the 2020 Bonds and the Insurer's consent may be required in connection with amendments to any applicable documents relating to the 2020 Bonds.

The Insurer will have the ability to direct the actions of the Trustee, give consents and waivers, and take other actions without regard to the views of the Owners of any 2020 Bonds.

The S&P long-term ratings on the 2020 Bonds are dependent in part on the financial strength of the Insurer and its claims paying ability. The Insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the S&P long-term ratings of the Insurer and the ratings on the 2020 Bonds will not be subject to downgrade and such event could adversely affect the market price of the 2020 Bonds or the marketability (liquidity) for the 2020 Bonds. See "BOND INSURANCE" and "RATINGS" herein.

The obligations of the Insurer are unsecured contractual obligations and in an event of default by the Insurer, the remedies available may be limited by applicable bankruptcy law or state law related to insolvency of insurance companies.

Neither the Authority, the City nor the Underwriter has made independent investigation into the claims paying ability of the Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Insurer is given. Thus, when making an investment decision, potential investors should carefully consider the ability of the City to make debt service payments, the claims paying ability of the Insurer, particularly over the life of the investment. See "BOND INSURANCE" herein for further information regarding the Insurer and the Policy, which includes further instructions for obtaining current financial information concerning the Insurer.

Additional Obligations

As described in "SECURITY FOR THE 2020 BONDS – Additional Obligations" above, the Indenture permits the City to issue Additional Obligations, its obligations under which would be payable on a parity with the payment of debt service of the 2020 Bonds. In the event of a decline in Net Water System Revenues available to pay debt service on the 2020 Bonds, the existence of Additional Obligations could adversely affect the City's ability to pay debt service on the 2020 Bonds.

Current Initiatives

There are currently five local initiatives on the November 3, 2020 ballot which, if passed by Oxnard voters, could impact the City's finances and governance. The initiatives are described briefly below.

Measure "E": Funding or Services Like Oxnard 911 Safety/Medical Response, Financial Recovery/Accountability. This measure has been authored by the City and would establish a 1½¢ general sales tax to aid Oxnard's long-term financial stability and fund general services and infrastructure. It would require annual audits and public disclosure of all spending. If approved, it is expected to generate $40,000,000 annually until ended by voters.

Measure "F": Oxnard Permit Simplicity Act. This initiative would require the City to provide certain training to staff and streamline the permit process.

Measure "L": Oxnard Fiscal Transparency and Accountability Act. This initiative is authored by citizens. Under existing City regulations and in accordance with State law, the Director of Finance (as head of the Finance Department) is responsible for City financial reporting, fiscal and accounting duties and assisting in budgeting. Finance Department programs include general accounting, budget management, debt management, financial resources, grants management, and purchasing. Existing City regulations provide that the City Treasurer is to perform statutory duties assigned to the City Treasurer under State law and confirmed by resolution plus specific administrative duties assigned by the City Manager. Currently, the City Treasurer serves as the administrative head of the City Treasurer's office.

Under the proposed initiative, the City Treasurer's existing duties would be expanded to include:

- Designation as Director of Finance and would assume all statutory duties of the Director of Finance;
- Designing, implementing and overseeing an internal control system to safeguard assets, ensure financial statement reliability, promote operational efficiency and encourage compliance with applicable laws and City Council directives. Although the City Council could establish additional financial controls, the initiative prohibits imposition of such controls if they would undermine the authority of the City Treasurer (acting in the role of Finance Director);
- Selecting and overseeing an internal auditor who would not be a City employee who would conduct internal control reviews, compliance audits and performance audits;
- Implementing a program that would include monthly reports published online of City expenditures, including supporting invoices, purchase orders, submitted bids and solicitations for bids; and
- Submitting a proposed operations and capital budget to the City Council for the next fiscal year, which is currently a duty performed by the City Manager.

The position of City Treasurer is an elected position. The requisite qualifications for running for the position of City Treasurer are that such individual reside in the City and be at least 18 years of age. If the requisite number of signatures are gathered for the petition to place the initiative on the ballot and the initiative receives voter approval there may be an impact on the City's management of its financial operations. The impact of such change is unknown to the City at this time.

Measure "M": Oxnard Open Meetings Act. This initiative is proposed by citizens. This initiative would require City legislative body meetings to begin no earlier than 5 p.m., mandate the use of Robert's Rules of Order, require posting of pre-recorded staff presentations, and allow public speakers no less than three minutes to comment on agenda items.

Measure "N": Keeping the Promise for Oxnard Streets Act. This initiative is proposed by citizens. This initiative would deny the City certain sales tax revenue if it fails to maintain streets to specific levels. In the most extreme case, the approximately $15 million annual revenue to the Measure O (Half-Cent Sales Tax) Fund would cease six (6) years prior to its currently scheduled expiration date of March 31, 2029. In such case, the City, upon approval of the City Council, would need to offset several expenditures currently funded by Measure O, including terminating certain capital improvement and maintenance projects. Currently, Measure O sales tax revenues are not restricted to funding street maintenance and may be utilized for other purposes as may be approved by the City Council.

TAX MATTERS

Series A Bonds

In the opinion of Bond Counsel, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, compliance with certain covenants, interest on the Series A Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code and is exempt from State of California personal income taxes. Bond Counsel is of the further opinion that interest on the Series A Bonds is not a specific preference item for purposes of federal alternative minimum taxes.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Series A Bonds. The City has covenanted to comply with certain restrictions designed to insure that interest on the Series A Bonds will not be included in federal gross income. Failure to comply with these covenants may result in interest on the Series A Bonds being included in federal gross income, possibly from the date of original issuance of the Series A Bonds. The opinion of Bond Counsel assumes compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Series A Bonds may adversely affect the value of, or the tax status of interest on, the Series A Bonds.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Series A Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Owners from realizing the full current benefit of the tax status of such interest. For example, legislative proposals are announced from time to time which generally would limit the exclusion from gross income of interest on obligations like the Series A Bonds to some extent for taxpayers who are individuals and whose income is subject to higher marginal income tax rates. Other proposals have been made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Series A Bonds. The introduction or enactment of any such legislative proposals, clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Series A Bonds. Prospective purchasers of the Series A Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, and regarding the impact of future legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Certain requirements and procedures contained or referred to in the Indenture, the tax certificate, and other relevant documents may be changed and certain actions (including, without limitation, defeasance of the Series A Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. Bond Counsel expresses no opinion as to the exclusion from gross income of interest on any Bond if any such change occurs or action is taken or omitted upon the advice or approval of counsel other than Best Best & Krieger LLP.

The IRS has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Series A Bonds will be selected for audit by the IRS. It is also possible that the market value of the Series A Bonds might be affected as a result of such an audit of the Series A Bonds (or by an audit of other similar bonds).

Although Bond Counsel is of the opinion that interest on the Series A Bonds is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of interest on, the Series A Bonds may otherwise affect an Owner's federal or state tax liability. The nature and extent of these other tax consequences will depend

upon the particular tax status of the Bond Owner or the Owner's other items of income or deduction, and Bond Counsel expresses no opinion regarding any such other tax consequences.

Series B Bonds

The following discussion summarizes certain U.S. federal tax considerations generally applicable to holders of the Series B Bonds that acquire their Series B Bonds in the initial offering. The discussion below is based upon laws, regulations, rulings, and decisions in effect and available on the date hereof, all of which are subject to change, possibly with retroactive effect. Prospective investors should note that no rulings have been or are expected to be sought from the U.S. Internal Revenue Service (the "IRS") with respect to any of the U.S. federal tax consequences discussed below, and no assurance can be given that the IRS will not take contrary positions. Further, the following discussion does not deal with U.S. tax consequences applicable to any given investor, nor does it address the U.S. tax considerations applicable to all categories of investors, some of which may be subject to special taxing rules (regardless of whether or not such investors constitute U.S. Holders), such as certain U.S. expatriates, banks, REITs, RICs, insurance companies, tax-exempt organizations, dealers or traders in securities or currencies, partnerships, S corporations, estates and trusts, investors that hold their Series B Bonds as part of a hedge, straddle or an integrated or conversion transaction, or investors whose "functional currency" is not the U.S. dollar. Furthermore, it does not address (i) alternative minimum tax consequences, (ii) the net investment income tax imposed under Section 1411 of the Code, or (iii) the indirect effects on persons who hold equity interests in a holder. This summary also does not consider the taxation of the Series B Bonds under state, local or non-U.S. tax laws. In addition, this summary generally is limited to U.S. tax considerations applicable to investors that acquire their Series B Bonds pursuant to this offering for the issue price that is applicable to such Series B Bonds (i.e., the price at which a substantial amount of the Series B Bonds are sold to the public) and who will hold their Series B Bonds as "capital assets" within the meaning of Section 1221 of the Code.

As used herein, "U.S. Holder" means a beneficial owner of a Series 2020 Bond that for U.S. federal income tax purposes is an individual citizen or resident of the United States, a corporation or other entity taxable as a corporation created or organized in or under the laws of the United States or any state thereof (including the District of Columbia), an estate the income of which is subject to U.S. federal income taxation regardless of its source or a trust where a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons (as defined in the Code) have the authority to control all substantial decisions of the trust (or a trust that has made a valid election under U.S. Treasury Regulations to be treated as a domestic trust). As used herein, "Non-U.S. Holder" generally means a beneficial owner of a Series 2020 Bond (other than a partnership) that is not a U.S. Holder. If a partnership holds Series B Bonds, the tax treatment of such partnership or a partner in such partnership generally will depend upon the status of the partner and upon the activities of the partnership. Partnerships holding Series B Bonds, and partners in such partnerships, should consult their own tax advisors regarding the tax consequences of an investment in the Series B Bonds (including their status as U.S. Holders or Non-U.S. Holders). Notwithstanding the rules described below, it should be noted that, under newly enacted law that is effective for tax years beginning after December 31, 2017 (or, in the case of original issue discount, for tax years beginning after December 31, 2018), certain taxpayers that are required to prepare certified financial statements or file financial statements with certain regulatory or governmental agencies may be required to recognize income, gain and loss with respect to the Series B Bonds at the time that such income, gain or loss is recognized on such financial statements instead of under the rules described below.

Prospective investors should consult their own tax advisors in determining the U.S. federal, state, local or non-U.S. tax consequences to them from the purchase, ownership and disposition of the Series B Bonds in light of their particular circumstances.

U.S. Holders, Interest. Interest on the Series B Bonds generally will be taxable to a U.S. Holder as ordinary interest income at the time such amounts are accrued or received, in accordance with the U.S. Holder's method of accounting for U.S. federal income tax purposes.

To the extent that the issue price of any maturity of the Series B Bonds is less than the amount to be paid at maturity of such Series B Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Series B Bonds) by more than a de minimis amount, the difference may constitute original issue discount ("OID"). U.S. Holders of Series B Bonds will be required to include OID in income for U.S. federal income tax purposes as it accrues, in accordance with a constant yield method based on a compounding of interest (which may be before the receipt of cash payments attributable to such income). Under this method, U.S. Holders generally will be required to include in income increasingly greater amounts of OID in successive accrual periods.

Series B Bonds purchased for an amount in excess of the principal amount payable at maturity (or, in some cases, at their earlier call date) will be treated as issued at a premium. A U.S. Holder of a Series 2020 Bond issued at a premium may make an election, applicable to all debt securities purchased at a premium by such U.S. Holder, to amortize such premium, using a constant yield method over the term of such Series 2020 Bond.

Sale or Other Taxable Disposition of the Series B Bonds. Unless a nonrecognition provision of the Code applies, the sale, exchange, redemption, retirement (including pursuant to an offer by the Authority) or other disposition of a Series 2020 Bond will be a taxable event for U.S. federal income tax purposes. In such event, in general, a U.S. Holder of a Series 2020 Bond will recognize gain or loss equal to the difference between (i) the amount of cash plus the fair market value of property received (except to the extent attributable to accrued but unpaid interest on the Series 2020 Bond, which will be taxed in the manner described above) and (ii) the U.S. Holder's adjusted U.S. federal income tax basis in the Series 2020 Bond (generally, the purchase price paid by the U.S. Holder for the Series 2020 Bond, decreased by any amortized premium, and increased by the amount of any OID previously included in income by such U.S. Holder with respect to such Series 2020 Bond). Any such gain or loss generally will be capital gain or loss. In the case of a non-corporate U.S. Holder of the Series B Bonds, the maximum marginal U.S. federal income tax rate applicable to any such gain will be lower than the maximum marginal U.S. federal income tax rate applicable to ordinary income maximum marginal U.S. federal income tax rate applicable to ordinary income if such U.S. holder's holding period for the Series B Bonds exceeds one year. The deductibility of capital losses is subject to limitations.

Defeasance of the Series B Bonds. If the Authority defeases any Series 2020 Bond, the Series 2020 Bond may be deemed to be retired for U.S. federal income tax purposes as a result of the defeasance. In that event, in general, a holder will recognize taxable gain or loss equal to the difference between (i) the amount realized from the deemed sale, exchange or retirement (less any accrued qualified stated interest which will be taxable as such) and (ii) the holder's adjusted tax basis in the Series 2020 Bond. Information Reporting and Backup Withholding. Payments on the Series B Bonds generally will be subject to U.S. information reporting and possibly to "backup withholding." Under Section 3406 of the Code and applicable U.S. Treasury Regulations issued thereunder, a non-corporate U.S. Holder of the Series B Bonds may be subject to backup withholding at the current rate of 24% with respect to "reportable payments," which include interest paid on the Series B Bonds and the gross proceeds of a sale, exchange, redemption, retirement or other disposition of the Series B Bonds. The payor will be required to deduct and withhold the prescribed amounts if (i) the payee fails to furnish a U.S. taxpayer identification number ("TIN") to the payor in the manner required, (ii) the IRS notifies the payor that the TIN furnished by the payee is incorrect, (iii) there has been a "notified payee underreporting" described in Section 3406(c) of the Code or (iv) the payee fails to certify under penalty of perjury that the payee is not subject to withholding under Section 3406(a)(1)(C) of the Code. Amounts withheld under the backup withholding rules may be refunded or

credited against the U.S. Holder's federal income tax liability, if any, provided that the required information is timely furnished to the IRS. Certain U.S. holders (including among others, corporations and certain tax-exempt organizations) are not subject to backup withholding. A holder's failure to comply with the backup withholding rules may result in the imposition of penalties by the IRS.

Non-U.S. Holders Interest. Subject to the discussions below under the headings "Information Reporting and Backup Withholding" and "Foreign Account Tax Compliance Act," payments of principal of, and interest on, any Series 2020 Bond to a Non-U.S. Holder, other than (1) a controlled foreign corporation, a such term is defined in the Code, which is related to the Authority through stock ownership and (2) a bank which acquires such Series 2020 Bond in consideration of an extension of credit made pursuant to a loan agreement entered into in the ordinary course of business, will not be subject to any U.S. federal withholding tax provided that the beneficial owner of the Series 2020 Bond provides a certification completed in compliance with applicable statutory and regulatory requirements, which requirements are discussed below under the heading "Information Reporting and Backup Withholding," or an exemption is otherwise established.

Disposition of the Series B Bonds. Subject to the discussions below under the headings "Information Reporting and Backup Withholding" and "FATCA," any gain realized by a Non-U.S. Holder upon the sale, exchange, redemption, retirement (including pursuant to an offer by the Authority or a deemed retirement due to defeasance of the Series 2020 Bond) or other disposition of a Series 2020 Bond generally will not be subject to U.S. federal income tax, unless (i) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business within the United States; or (ii) in the case of any gain realized by an individual Non-U.S. Holder, such holder is present in the United States for 183 days or more in the taxable year of such sale, exchange, redemption, retirement (including pursuant to an offer by the Authority) or other disposition and certain other conditions are met.

U.S. Federal Estate Tax. A Series 2020 Bond that is held by an individual who at the time of death is not a citizen or resident of the United States will not be subject to U.S. federal estate tax as a result of such individual's death, provided that, at the time of such individual's death, payments of interest with respect to such Series 2020 Bond would not have been effectively connected with the conduct by such individual of a trade or business within the United States.

Information Reporting and Backup Withholding. Subject to the discussion below under the heading "FATCA," under current U.S. Treasury Regulations, payments of principal and interest on any Series B Bonds to a holder that is not a United States person will not be subject to any backup withholding tax requirements if the beneficial owner of the Series 2020 Bond or a financial institution holding the Series 2020 Bond on behalf of the beneficial owner in the ordinary course of its trade or business provides an appropriate certification to the payor and the payor does not have actual knowledge that the certification is false. If a beneficial owner provides the certification, the certification must give the name and address of such owner, state that such owner is not a United States person, or, in the case of an individual, that such owner is neither a citizen nor a resident of the United States, and the owner must sign the certificate under penalties of perjury. The current backup withholding tax rate is 24%.

Foreign Account Tax Compliance Act ("FATCA")-U.S. Holders and Non-U.S. Holders Sections 1471 through 1474 of the Code impose a 30% withholding tax on certain types of payments made to foreign financial institutions, unless the foreign financial institution enters into an agreement with the U.S. Treasury to, among other things, undertake to identify accounts held by certain U.S. persons or U.S.-owned entities, annually report certain information about such accounts, and withhold 30% on payments to account holders whose actions prevent it from complying with these and other reporting requirements, or unless the foreign financial institution is otherwise exempt from those requirements. In addition, FATCA imposes a 30% withholding tax on the same types of payments to a non-financial foreign entity unless the

entity certifies that it does not have any substantial U.S. owners or the entity furnishes identifying information regarding each substantial U.S. owner. Under current guidance, failure to comply with the additional certification, information reporting and other specified requirements imposed under FATCA could result in the 30% withholding tax being imposed on payments of interest on the Series B Bonds. In general, withholding under FATCA currently applies to payments of U.S. source interest (including OID) and, under current guidance, will apply to certain "passthru" payments no earlier than the date that is two years after publication of final U.S. Treasury Regulations defining the term "foreign passthru payments." Prospective investors should consult their own tax advisors regarding FATCA and its effect on them.

The foregoing summary is included herein for general information only and does not discuss all aspects of U.S. federal taxation that may be relevant to a particular holder of Series B Bonds in light of the holder's particular circumstances and income tax situation. Prospective investors are urged to consult their own tax advisors as to any tax consequences to them from the purchase, ownership and disposition of Series B Bonds, including the application and effect of state, local, non-U.S., and other tax laws.

A copy of the proposed form of opinion of Bond Counsel is attached hereto as Appendix D.

CERTAIN LEGAL MATTERS

Best Best & Krieger, LLP, Bond Counsel, will render an opinion with respect to the validity of the 2020 Bonds, the form of which opinion is set forth in Appendix D. Bond Counsel has assumed no responsibility for the accuracy, completeness or fairness of the Official Statement. Certain legal matters will also be passed upon for the City by Nixon Peabody LLP, as Disclosure Counsel. Certain legal matters will be passed upon for the City by its City Attorney. Payment of the fees and expenses of Disclosure Counsel is contingent upon issuance of the 2020 Bonds. At times, Bond Counsel and Disclosure Counsel represent the Underwriter in matters unrelated to the 2020 Bonds.

FINANCIAL STATEMENTS

The City's comprehensive annual financial report for the Fiscal Year ended June 30, 2019, included in Appendix B, have been audited by Eadie & Payne LLP (the "Auditor"). The Auditor was not requested to consent to the inclusion of its report in Appendix B and it has not undertaken to update its report or to take any action intended or likely to elicit information concerning the accuracy, completeness or fairness of the statements made in the Official Statement, and no opinion is expressed by the Auditor with respect to any event subsequent to the date of its report.

MUNICIPAL ADVISOR

NHA Advisors, LLC, San Rafael, California, is employed as Municipal Advisor to the City in connection with the issuance of the 2020 Bonds. The Municipal Advisor's fee for services rendered with respect to the sale of the 2020 Bonds is contingent upon the issuance and delivery of the 2020 Bonds. The Municipal Advisor does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the 2020 Bonds, or the possible impact of any present, pending, or future actions taken by any legislative or judicial bodies.

The Municipal Advisor has provided the following sentence for inclusion in this Official Statement. The Municipal Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the City and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Municipal Advisor does not guarantee the accuracy or completeness of such information.

RATINGS

In connection with the issuance and delivery of the 2020 Bonds, S&P Global Ratings ("S&P") is expected to assign their municipal bond rating of "____" to the 2020 Bonds with the understanding that, upon delivery of such 2020 Bonds, a policy insuring the payment when due of the principal of and interest on the 2020 Bonds will be issued by _____. S&P has assigned their underlying municipal bond rating of "____" to the 2020 Bonds. Such ratings reflect only the views of such organization and any desired explanation of the significance of such rating should be obtained from the rating agency furnishing the same. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that this rating will continue for any given period of time or that this rating will not be revised downward or withdrawn entirely by S&P, if in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of any rating obtained may have an adverse effect on the market price of the 2020 Bonds.

The City and the Underwriter have undertaken no responsibility either to bring to the attention of the owners of the 2020 Bonds any proposed change in or withdrawal of a rating or to oppose any such proposed revision or withdrawal, however. Any such downward change in or withdrawal of a rating might have an adverse effect on the market price or marketability of the 2020 Bonds.

LITIGATION

There is no controversy or litigation of any nature now pending against the City (with service of process having been completed), or to the knowledge of its officers, threatened, restraining or enjoining the issuance, sale, execution or delivery of the 2020 Bonds, or contesting the validity of the 2020 Bonds, any proceeds of the City, concerning the issuance or sale thereof, pledge or application of the money or security provided for payment of the 2020 Bonds, or the existence or powers of the City.

There are currently various litigation matters pending against the City. The City does not believe that these actions materially adversely affect the collection of System Revenues or the payment of debt service on the 2020 Bonds.

Measure M Litigation

The City is currently a party in a lawsuit filed with the Ventura County Superior Courts, *City of Oxnard v. Aaron Starr*. The City filed suit against the sponsor of the "Measure M Initiative" ballot measure, claiming the Measure M Initiative was invalid because it set wastewater rates too low. The Measure M Initiative, which received the required votes for passage, repealed wastewater service charges adopted on January 26, 2016 and effective on March 1, 2016. The City's lawsuit claims the Measure M initiative compels the City to violate both State and Federal contract laws and therefore cannot be legally enforced. The City was granted a temporary restraining order on the implementation of the Measure M Initiative by the Ventura County Superior Court. The City subsequently adopted wastewater services charges on May 23, 2017 that became effective on July 1, 2017, none of which are subject to the Measure M Initiative. On August 1, 2018, the trial court entered judgment denying the City's request to invalidate Measure M. The City appealed, and on October 13, 2020, the Court of Appeal issued an opinion reversing the trial court's ruling against the City. The opinion is not yet final and Respondent has stated that he will seek rehearing by the Court of Appeal or petition for review by the California Supreme Court. The Court of Appeal has calendared the remittitur to issue on December 14, 2020. If the Court of Appeal opinion becomes final, the City will not have to refund the amount of the increased rates collected while the temporary restraining order was in effect (up to $5.9 million dollars, that the City's Wastewater Fund might have had to pay). That refund was sought by a post-judgment motion, which the trial court denied, and through a separate

lawsuit that was filed as a class action and is currently pending in the Ventura Superior Court *(Aaron Starr and Nancy Pedersen v. City of Oxnard*).

Infrastructure Use Fee Litigation

The City is currently a party in a lawsuit filed in Ventura County Superior Court, *Aaron Starr v. City of Oxnard*. Mr. Starr filed a petition for writ of mandate to challenge the legality of the City's collection of infrastructure use fees paid by the City's utility funds to the City's General Fund and Street Maintenance Fund. The writ petition calls for the reimbursement of all infrastructure use fees paid to date (approximately $34 million) to the City's utility funds and eliminating the infrastructure use fee charge in all future years. A ruling in favor of Mr. Starr could potentially compel the City to transfer back approximately $15.9 million to the City's Water Fund from the City's General Fund. Following an evidentiary hearing on the writ petition held in October 2020, the Court took the matter under submission. The Court's decision in the matter is expected by the end of 2020.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of owners of the 2020 Bonds to provide certain financial information and operating data relating to the City and the Water System by not later than March 31 of each year commencing with the report for the 2019-20 Fiscal Year (the "Annual Report") and to provide notices of the occurrence of certain enumerated events. The Annual Report and the notices of enumerated events will be filed by the Dissemination Agent with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system ("EMMA") or any successor assigned by the Municipal Securities Rulemaking Board or Securities and Exchange Commission. These covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the "Rule"). The specific nature of the information to be contained in the Annual Report or the notices of enumerated events by the City is set forth in "APPENDIX C — FORM OF CONTINUING DISCLOSURE AGREEMENT."

[During the last five years, the City and the City of Oxnard Financing Authority failed to comply in certain respects with continuing disclosure obligations related to outstanding bonded indebtedness. Such failures to comply included:

- the failure to file on a timely basis the City's audited financial statements and to link audited financial statements to all CUSIPs in certain fiscal years;
- the failure to file on a timely basis certain required annual operating data; and
- the failure to file on a timely basis significant event notices pertaining to rating changes.

During the last five years, the Oxnard Community Development Commission Successor Agency failed to comply in certain respects with continuing disclosure obligations related to outstanding bonded indebtedness. Such failures to comply included:

- the failure to file on a timely basis the City's audited financial statements; and
- the failure to file on a timely basis certain required annual operating data.

During the last five years, the Oxnard Housing Authority failed to comply in certain respects with continuing disclosure obligations related to outstanding bonded indebtedness. Such failures to comply included the failure to file on a timely basis the Oxnard Housing Authority's audited financial statements for Fiscal Years 2014-15 through 2016-17.] **[UPDATE]**

The City and its related entities subsequently made all remedial filings of all annual operating data, audited financial statements, and significant event notices covering the prior five-year period and have taken steps, which include the hiring of NHA Advisors, LLC as its dissemination agent. Additionally, the Oxnard Housing Authority amended its continuing disclosure undertaking relating to outstanding Oxnard Housing Authority indebtedness to modify the filing deadline date for subsequent reports beginning in 2018 from October 31 to March 31 to ensure compliance with future continuing disclosure.

UNDERWRITING

The 2020 Bonds are being purchased by Stifel, Nicolaus & Company, Incorporated (the "Underwriter"). The Underwriter has agreed to purchase the 2020 Bonds at a purchase price of $_____ (which is equal to the principal amount of the 2020 Bonds ($_____), plus/less net original issue premium/discount of $_____, less an underwriter's discount of $_____).

The contract of purchase pursuant to which the 2020 Bonds are being purchased by the Underwriter provides that the Underwriter will purchase all of the 2020 Bonds if any are purchased. The obligation of the Underwriter to make such purchase is subject to certain terms and conditions set forth in the contract of purchase.

The Underwriter may offer and sell the 2020 Bonds to certain dealers and others at prices or yields different from the prices or yields stated on the cover page of this Official Statement. In addition, the offering prices or yields may be changed from time to time by the Underwriter.

Although the Underwriter expects to maintain a secondary market in the 2020 Bonds after the initial offering, no guarantee can be made that such a market will develop or be maintained by the Underwriter or others.

EXECUTION

The execution of this Official Statement and its delivery have been authorized by the Board of Directors of the Authority and the City Council of the City.

CITY OF OXNARD FINANCING AUTHORITY

By: _____
Executive Director

CITY OF OXNARD

By: _____
City Manager

APPENDIX A

SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS

APPENDIX B

COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED JUNE 30, 2019

APPENDIX C

FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

APPENDIX E

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The description that follows of the procedures and recordkeeping with respect to beneficial ownership interests in the Bonds, payment of principal of, premium, if any, and interest on the Bonds to Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interests in the Bonds, and other related transactions by and between DTC, Participants and Beneficial Owners, is based on information furnished by DTC which the City believes to be reliable, but the City does not take responsibility for the completeness or accuracy thereof. The City cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners either (a) payments of principal, premium, if any, and interest with respect to the Bonds or (b) certificates representing ownership interests in or other confirmation of ownership interests in the Bonds, or that they will so do on a timely basis or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond will be issued for each maturity (and each individual yield in the case of bifurcated maturities) of the Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com; provided that nothing contained in such website is incorporated into this Official Statement.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as

periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Indenture. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit will agree to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices will be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered to DTC.

NEITHER THE CITY NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DTC PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS WITH RESPECT TO THE PAYMENTS OR THE PROVIDING OF NOTICE TO DTC PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS OR THE SELECTION OF BONDS FOR REDEMPTION.

DTC (or a successor securities depository) may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City. The City, in its sole discretion and without the consent of any other person, may terminate the services of DTC (or a successor securities depository) with respect to the Bonds. The City undertakes no obligation to investigate matters that would enable the City to make such a determination. In the event that the book-entry system is discontinued as described above, the requirements of the Indenture will apply.

THE CITY AND THE UNDERWRITER CANNOT AND DO NOT GIVE ANY ASSURANCES THAT DTC, THE PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL, INTEREST OR PREMIUM, IF ANY, WITH RESPECT TO THE BONDS PAID TO DTC OR ITS NOMINEE AS THE REGISTERED OWNER, OR WILL DISTRIBUTE ANY REDEMPTION NOTICES OR OTHER NOTICES, TO THE BENEFICIAL OWNERS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE AGENCY AND THE UNDERWRITER ARE NOT RESPONSIBLE OR LIABLE FOR THE FAILURE OF DTC OR ANY PARTICIPANT TO MAKE ANY PAYMENT OR GIVE ANY NOTICE TO A BENEFICIAL OWNER WITH RESPECT TO THE BONDS OR AN ERROR OR DELAY RELATING THERETO.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City deems reliable, but the City takes no responsibility for the accuracy thereof.

DTC may discontinue providing its services as securities depository with respect to the bond certificates at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bonds are required to be printed and delivered as described in the Indenture.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bonds will be printed and delivered as described in the Indenture and payment of interest to each Owner who owns of record $1,000,000 or more in aggregate principal amount of Bonds may be made to such Owner by wire transfer to such wire address within the United States that such Owner may request in writing for all Interest Payment Dates following the 15th day after the Trustee's receipt of such request.

APPENDIX F

SELECTED REGIONAL ECONOMIC AND DEMOGRAPHIC DATA

The following information related to the City of Oxnard, the County of Ventura and the State of California is supplied for informational purposes only. The Bonds do not constitute a general obligation debt of the City of Oxnard (the "City"), and the City has not pledged its full faith and credit or its taxing power to the repayment of the Bonds.

General

The City of Oxnard (the "City") was incorporated in 1903 and is located in western Ventura County (the "County") on the shore of the Pacific Ocean. The City is approximately 65 miles northwest of the City of Los Angeles, 35 miles south of the City of Santa Barbara, and 6 miles south of the county seat of the County. The City is the most populous city in the County, with a population estimated at 206,222 as of January 2020, accounting for approximately 24% of the County's population. The City has a diversified economic base composed of agriculture and related business, retail, various services, and governmental agencies.

The City provides the full range of municipal services including public safety (police and fire), street construction and maintenance, solid waste collection and disposal, water and sewer utilities, culture and recreation, public improvements, planning and zoning, and general administrative and support services.

Population

The following table presents population statistics for the City for the last 10 years.

CITY OF OXNARD
POPULATION ESTIMATES[1]

Calendar Year	*Population*
2011	199,734
2012	200,756
2013	201,469
2014	203,436
2015	205,512
2016	206,085
2017	205,974
2018	206,222
2019	206,221
2020	206,352

[1] Estimated by the California Department of Finance, Demographic Research Unit, as of January 1 of each year.
Source: California Department of Finance (Report E-4 Population Estimates for Cities, Counties and the State, 2011-2020 with 2010 Benchmark).

Industry and Employment

The following table summarizes the civilian labor force, employment and unemployment figures for the City and for the County for the years 2010 through 2019.

CITY OF OXNARD AND COUNTY OF VENTURA
LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT
(Yearly Average)[1]

	City of Oxnard			Ventura County	California
Year	Labor Force	Employed	Unemployment Rate	Unemployment Rate	Unemployment Rate
2010	99,900	88,100	11.7	10.8	12.2%
2011	100,300	89,200	11.1	10.2	11.7
2012	101,100	91,100	9.9	9.1	10.4
2013	101,000	92,400	8.6	7.9	8.9
2014	100,500	93,200	7.2	6.6	7.5
2015	100,000	93,900	6.1	5.6	6.2
2016	101,000	94,300	6.6	5.2	5.5
2017	100,900	95,200	5.6	4.5	4.8
2018	101,000	96,000	4.9	3.8	4.3
2019	100,800	96,200	4.6	3.6	4.0

[1] Not seasonally adjusted. Figures represent the 12-month average for each such year.
Source: California Employment Development Department.

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The County is a part of the Oxnard-Thousand Oaks-Ventura Metropolitan Statistical Area (the "MSA"). The following table summarizes the civilian labor force in the MSA for the calendar years 2014 through 2018. These figures reflect statistics for the MSA and may not necessarily accurately reflect employment trends in the City.

OXNARD-THOUSAND OAKS-VENTURA
METROPOLITAN STATISTICAL AREA
ANNUAL AVERAGE EMPLOYMENT
Calendar Years 2014-2018

	2014	*2015*	*2016*	*2017*	*2018*
Total Farm	26,500	26,300	25,200	23,800	24,400
Total Nonfarm	293,700	296,500	300,400	305,400	308,900
Total Private	249,700	251,100	253,800	258,500	262,100
Mining and Logging	1,300	1,000	900	900	900
Mining, Logging, and Construction	15,000	15,200	15,500	16,600	17,700
Construction	13,700	14,200	14,600	15,700	16,800
Manufacturing	25,000	25,900	25,700	25,600	26,200
Trade, Transportation and Utilities	57,900	58,500	59,000	59,500	59,100
Wholesale Trade	12,700	12,600	13,000	13,200	13,200
Retail Trade	39,200	39,900	40,000	40,100	39,600
Transportation, Warehousing and Utilities	6,000	6,000	6,000	6,100	6,400
Information	5,300	5,100	5,000	5,000	5,000
Financial Activities	18,700	17,700	17,400	16,900	16,500
Professional and Business Services	41,500	40,500	40,900	42,200	42,900
Educational and Health Services	41,600	42,900	44,400	45,900	47,600
Leisure and Hospitality	34,800	35,700	36,400	37,200	37,700
Other Services	9,800	9,700	9,600	9,600	9,400
Government	44,000	45,400	46,600	46,900	46,900
Total, All Industries	320,200	322,800	325,700	329,200	333,300

Source: State of California, Employment Development Department, Labor Market Information Division, Oxnard-Thousand Oaks-Ventura Annual Average Labor Force and Industry Employment, March 2018 Benchmark.

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Major Employers

The following table lists the largest employers in the City as of June 30, 2019, the most recent fiscal year for which such information is available.

CITY OF OXNARD
PRINCIPAL EMPLOYERS

Name of Company	*Number of Employees*	*Percent of Total Employment*
Oxnard Elementary School District	2,316	2.38%
Spatz Laboratories	1,969	2.02
Haas Automation	1,497	1.54
Oxnard Union School District	1,461	1.50
City of Oxnard	1,436	1.48
St. John's Regional Medical Center	1,429	1.47
Rio School District	598	0.61
Waterway Plastics Inc.	535	0.55
Oxnard College	373	0.38
Child Development Resources	299	0.31

Source: City of Oxnard Fiscal Year 2018-19 Comprehensive Annual Financial Report.

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Commercial Activity

Taxable sales in the City totaled approximately $2,887,691,484 in 2018, the most recent full year for which figures are available. The following table summarizes the volume of retail sales and taxable transactions for the City and the County for 2010 through 2019, as provided by the California Department of Tax and Fee Administration (formerly the Board of Equalization).

TAXABLE SALES
City of Oxnard and Ventura County
2010 - 2019
(Dollars in Thousands)

	City of Oxnard Taxable Transactions		Ventura County Taxable Transactions	
Year	Retail and Food Services	Other	Retail and Food Services	Other
2010	$1,507,987	$425,741	$7,546,960	$2,678,528
2011	1,633,046	489,174	8,156,404	2,863,777
2012	1,765,630	524,959	8,700,010	3,258,250
2013	1,864,247	530,922	9,101,436	3,722,859
2014	1,947,853	554,519	9,401,053	3,965,575
2015	2,010,080	557,290	9,707,421	4,168,976
2016	2,130,664	553,401	9,864,805	3,971,071
2017	2,200,854	580,323	10,201,388	3,799,308
2018	2,269,802	617,889	10,486735	3,836,696
2019	2,300,883	644,573	10,696,199	4,104,085

Source: California Department of Tax and Fee Administration, *"Taxable Sales in California."*

Personal Income

Personal income is the income that is received by all persons from all sources. It is calculated as the sum of wage and salary disbursements, supplements to wages and salaries, proprietors' income with inventory valuation and capital consumption adjustments, rental income of persons with capital consumption adjustment, personal dividend income, personal interest income, and personal current transfer receipts, less contributions for government social insurance.

The personal income of an area is the income that is received by, or on behalf of, all the individuals who live in the area; therefore, the estimates of personal income are presented by the place of residence of the income recipients.

The following tables show the personal income and per capita personal income for the County, the State and United States from 2010 through 2018, the most recent full year for which such information is available.

PERSONAL INCOME
COUNTY OF VENTURA, STATE OF CALIFORNIA, AND UNITED STATES
CALENDAR YEARS 2010-2018
(Dollars in Thousands)

Year	*County of Ventura*	*California*	*United States*
2010	$37,882,017	$1,628,458,000	$12,541,995,000
2011	39,898,290	1,737,940,000	13,315,478,000
2012	41,683,974	1,852,398,000	13,998,383,000
2013	42,328,733	1,886,379,000	14,175,503,000
2014	44,702,273	2,021,039,000	14,982,715,000
2015	47,182,666	2,171,947,000	15,709,242,000
2016	48,503,552	2,263,890,000	16,111,636,000
2017	49,994,234	2,370,112,000	16,870,106,000
2018	52,515,048	2,514,129,000	17,813,035,000

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

The following tables summarizes per capita personal income for the County, the State of California and the United States for the years 2010 through 2018, the most recent full year for which such information is available. This measure of income is calculated as the personal income of the residents of the area divided by the resident population of the area.

PER CAPITA PERSONAL INCOME
COUNTY OF VENTURA, STATE OF CALIFORNIA AND THE UNITED STATES
CALENDAR YEARS 2010-2018

Fiscal Year	*County of Ventura*	*California*	*United States*
2010	$45,910	$43,634	$40,546
2011	48,059	46,170	42,735
2012	49,993	48,798	44,599
2013	50,475	49,277	44,851
2014	53,031	52,324	47,058
2015	55,711	55,758	48,978
2016	57,136	57,739	49,870
2017	58,761	60,156	51,885
2018	61,712	63,557	54,446

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

Transportation

Oxnard is served by all major modes of transportation. Both U.S. Highway 101 and State Highway 1 pass through the City, linking it with the Los Angeles metropolitan area and Santa Barbara County. Rail passenger service is provided by AMTRAK, which has a station in the City. Two trains pass through daily in each direction and stop at the Oxnard station. Metrolink provides commuters from the Oxnard Transportation Center with several daily routes to the Los Angeles basin, including downtown Los Angeles.

Union Pacific Railroad provides freight rail service through the City. The Ventura County Railroad Company connects Port Hueneme, the Ormond Beach Industrial Area, the Naval Construction Battalion Center, and surrounding industrial areas to the Union Pacific line. The Port of Hueneme, owned and operated by the Oxnard Harbor District, is the only commercial deep-draft harbor between Los Angeles and San Francisco. The port has five 600- to 700-foot berths and a 35-foot entrance channel depth. An $18 million expansion of the port was completed in 1989, which included the addition of an automobile terminal and the construction of a new wharf. The port's acquisition of approximately 33 acres from the U.S. Navy in 1997 has enabled it to increase facilities for handling refrigerated containers and roll-on/roll-off cargoes. The Channel Islands Harbor is a modern 3,000 slip boat marina, which also serves the Oxnard area in the capacity of a recreational marina and covers approximately 310 acres. The Oxnard Airport is operated by Ventura County as a general and commercial aviation airfield. The Oxnard Airport handles passenger as well as cargo services. Local bus service is provided by Gold Coast Transit, a regional public transit agency funded by the County and member cities. Service is available in Ojai, Ventura, Oxnard, and Port Hueneme. The Greyhound bus line provides passenger and parcel service from its Oxnard station. A multi-modal transportation center located in downtown Oxnard brings together all these forms of transportation.

Education

There are 35 elementary, 8 junior high, and 5 senior high schools located in and immediately around the City, plus eight parochial and private schools. The City is served by Oxnard College, a California community college. The 119-acre campus is located on Rose Avenue between Channel Island Boulevard and Pleasant Valley Road. Oxnard College currently offers degree and certificate programs. The California State University campus at Channel Islands (CSUCI) opened in fall 2002 and has a current enrollment of over 3,700 students. In addition, two campuses of the University of California, Santa Barbara (UCSB) and Los Angeles (UCLA), one campus of the California State University, Northridge (CSUN), and two private universities, Pepperdine and California Lutheran University, are within a 50-minute drive.

Recreation

The City offers its residents a wide range of recreational facilities. The beach parks, marina and neighborhood and regional parks add up to nearly 1,500 acres of park land. McGrath State Beach Park, located south of the Santa Clara River mouth, covers approximately 295 acres and includes over a mile of ocean frontage. Overnight camping and day picnics are the main use of that park. Oxnard Beach Park includes approximately 62 acres with concession stands and facilities for day picnics and sports. Silver Strand Beach, south of the Harbor entrance, and Hollywood Beach, north of the entrance, are day beach facilities. Channel Islands Harbor is a recreational boating marina administered by Ventura County. The City has over 30 neighborhood parks located throughout the City. A tennis and softball center is located at Community Center Park. Additionally, Wilson Park contains the largest senior citizen center in the Tri-County area.

The City owns River Ridge Golf Club, consisting of two 18-hole championship golf courses, the Vineyard Course and the Victoria Lakes Course. The City also owns a 1,600-seat Performing Arts Center located on Hobson Way in the center of the City.

APPENDIX G

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

INSTALLMENT PURCHASE AGREEMENT

by and between

CITY OF OXNARD,
as Purchaser

and

CITY OF OXNARD FINANCING AUTHORITY,
as Seller

Dated as of _____, 2020

Relating to

$_____
CITY OF OXNARD FINANCING AUTHORITY
WATER REVENUE BONDS
SERIES 2020A

and

$_____
CITY OF OXNARD FINANCING AUTHORITY
WATER REVENUE REFUNDING BONDS
SERIES 2020B (FEDERALLY TAXABLE)

INSTALLMENT PURCHASE AGREEMENT

This INSTALLMENT PURCHASE AGREEMENT, made and entered into as of _____, 2020, by and between the CITY OF OXNARD, a charter city and a municipal corporation duly organized and existing under and by virtue of the laws of the State of California (the "Purchaser"), and the CITY OF OXNARD FINANCING AUTHORITY, a joint exercise of powers agency duly organized and existing under and by virtue of the laws of the State of California (the "Authority"):

W I T N E S S E T H:

WHEREAS, the Purchaser proposes to finance certain improvements to the Purchaser's water system, as more particularly described herein (collectively, the "Improvements"); and

WHEREAS, the Purchaser desires to (a) finance new capital improvements to the Water System, as further described herein (collectively, the "Improvements") and (b) refund and defease all or a portion of the outstanding $_____ City of Oxnard Financing Authority Water Revenue Project Bonds Series 2010A (the "2010 Bonds") and its outstanding $_____ City of Oxnard Financing Authority Water Revenue Refunding Bonds Series 2012 (the "2012 Bonds") (together, the "Refunding"); and

WHEREAS, the Purchaser and the Authority have duly authorized the execution of this Agreement; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any amendment hereof or supplement hereto and of any report or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein. All capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Indenture.

"Acquisition and Construction" means, with respect to the Improvements, the acquisition, construction, improvement, equipping, renovation, remodeling or reconstruction thereof.

"Acquisition and Construction Costs" means, with respect to any of the Improvements, all costs of the Acquisition and Construction thereof which are paid from moneys on deposit in the Acquisition and Construction Fund, including but not limited to:

(a) all costs required to be paid to any person under the terms of any agreement for or relating to the Acquisition and Construction of the Improvements;

(b) obligations incurred for labor and materials in connection with the Acquisition and Construction of the Improvements;

(c) the cost of performance or other bonds and any and all types of insurance that may be necessary or appropriate to have in effect in connection with the Acquisition and Construction of the Improvements;

(d) all costs of engineering and architectural services, including the actual out-of-pocket costs for test borings, surveys, estimates, plans and specifications and preliminary investigations therefor, development fees, sales commissions, and for supervising construction, as well as for the performance of all other duties required by or consequent to the proper Acquisition and Construction of the Improvements;

(e) any sums required to reimburse the Authority or the City for advances made for any of the above items or for any other costs incurred and for work done which are properly chargeable to the Acquisition and Construction of the Improvements;

(f) all financing costs incurred in connection with the Acquisition and Construction of the Improvements, including but not limited to Costs of Issuance and other costs incurred in connection with this Agreement and the financing of the Improvements; and

(g) the interest components of the Installment Payments during the period of Acquisition and Construction of the Improvements, to the extent not paid from the proceeds of the Authority Bonds deposited in the Interest Account pursuant to the Indenture.

"Additional Obligations" means Obligations other than this Installment Purchase Agreement, which are either currently outstanding or issued pursuant to Section 5.03 hereof.

"Agreement" or "Installment Purchase Agreement" means this Installment Purchase Agreement, dated as of _____, 2020, by and between the Purchaser and the Authority, as originally executed and as it may from time to time be amended or supplemented in accordance herewith.

"Authority" means City of Oxnard Financing Authority, a joint exercise of powers agency duly organized and existing under and by virtue of the laws of the State of California.

"Authority Bonds" means the Series 2020 Series A Bonds and the Series B Bonds.

"Bond Counsel" means (a) Best Best & Krieger LLP, or (b) any other attorney or firm of attorneys appointed by or acceptable to the Purchaser of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations of states and their political subdivisions and duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

"Bonds" means all revenue bonds or notes of the Purchaser authorized, executed, issued and delivered by the Purchaser, the payments of which are on a parity with the Series 2020 Installment Payments and Installment Payments and that are secured by a pledge of and lien on the Net Water System Revenues.

"Build America Bonds" means the bonds with which the Authority has irrevocably elected (i) to apply the provisions of Section 54AA(d) of the Code and intends that the bonds be treated as "build America bonds" within the meaning of Section 54AA(d) of the Code and (ii) to apply the provisions of Section 54AA(g) of the Code and intends that the Bonds be treated as "qualified bonds" within the meaning of Section 54AA(g) of the Code, such that the bonds will bear interest that is not excluded from federal income taxation and, as provided for in Section 54AA(b) and 6431 of the Code, the bonds are eligible to receive Interest Subsidy Payments and for which the Authority or the Authority's authorized designated recipient has filed the requires Internal Revenue Service Forms.

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

"Contract Payments" means Installment Payments due and payable under this Installment Purchase Agreement, installment or lease payments of interest and principal or, if there are no separate payments of interest and principal, the installment or lease payments, scheduled to be paid by the Purchaser under and pursuant to the Contracts.

"Contracts" means this Installment Purchase Agreement and all contracts or leases of the Purchaser authorized and executed by the Purchaser under and pursuant to the laws of the State of California, installment or lease payments under which are payable from the Net Water System Revenues on a parity with this Installment Purchase Agreement.

"Debt Service" means, for any Fiscal Year or other period, the sum of (i) the interest payable during such Fiscal Year or 12-month period on all outstanding City Bonds, assuming that all outstanding serial City Bonds are retired as scheduled and that all outstanding term City Bonds are redeemed or paid from sinking fund payments as scheduled (except to the extent that such interest is to be paid from the proceeds of sale of any City Bonds), (2) that portion of the principal amount of all outstanding serial City Bonds maturing on any principal payment date which falls in such Fiscal Year or 12-month period, (3) that portion of the principal amount of all outstanding term City Bonds required to be redeemed or paid on any redemption date which falls in such Fiscal Year or 12-month period, and (4) that portion of the Contract Payments required to be made in such Fiscal Year or 12-month period (except to the extent such interest is capitalized). For purposes of calculating Debt Service, the following assumptions shall be used:

provided that, as to any such City Bonds or Contract Payments bearing or comprising interest at other than a fixed rate, the rate of interest used to calculate Debt Service shall be the rate set forth in the applicable Qualified Swap, and if there is no Qualified Swap in effect with respect thereto, the greatest of (a) the actual interest rate on such City Bonds or Contract Payments on the date of calculation, or if the indebtedness is not yet outstanding, the initial interest rate (if established and binding), (b) if the City Bonds or Contracts have been outstanding for at least twelve months, the average rate over the twelve calendar months immediately preceding the date of calculation, and (c) (i) if interest on the indebtedness is excludable from gross income under the applicable provisions of the Code, the most recently published Bond Buyer "Revenue Bond Index" (or comparable index if no longer published) plus 50 basis points, or (ii) if interest is not so excludable, the interest rate on direct U.S. Treasury Obligations with comparable maturities plus 50 basis points; provided, however, that for purposes of any portion of Sections 5.03 (Additional Obligations) and 6.10 (Amount of Rates and Charges) of the Installment Purchase Agreement, measuring actual debt service coverage during a test period, variable rate indebtedness shall be deemed to bear interest at the actual rate per annum applicable during the test period; and

provided further that, if any series or issue of such City Bonds or Contract Payments have twenty-five percent (25%) or more of the aggregate principal amount of such series or issue due in any one year, Debt Service shall be determined for the Fiscal Year or other 12-month period of determination as if the principal of and interest on such series or issue of such City Bonds or Contract Payments were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of twenty-five (25) years from the date of calculation; and

provided further that, as to any such City Bonds or Contract Payments or portions thereof bearing no interest but that are sold at a discount and which discount accretes with respect to such City Bonds or Contract Payments or portions thereof, such accreted discount shall be treated as interest in the calculation of Debt Service; and

provided further that, the amount on deposit in a debt service reserve fund on any date of calculation of Debt Service shall be deducted from the amount of principal due at the final maturity of the City Bonds and Contracts for which such debt service reserve fund was established and in each preceding year until such amount is exhausted; and

provided further that, Debt Service shall not include interest that is paid from investment earnings on amounts on deposit in the applicable Reserve Account and transferred to the Debt Service Fund; and

provided further that, for purposes of any portion of Sections 5.03 (Additional Obligations) and 6.10 (Amount of Rates and Charges) of the Installment Purchase Agreement measuring actual debt service coverage during a test period, Debt Service with respect to all City Bonds, Contract Payments, and bonds issued by the Authority secured by such Contract Payments for which the Purchaser or the Authority is entitled to receive Interest Subsidy Payments or any similar payments from the United States Department of the Treasury shall be determined net of all such Interest Subsidy Payments or similar payments from the United States Department of the Treasury received or scheduled to be received by the Purchaser or the Authority during such test period.

"Event of Default" means an event described in Section 8.01.

"Fiscal Year" means the period beginning on July 1 of each year and ending on the last day of June of the next succeeding year, or any other twelve-month period selected and designated as the official Fiscal Year of the Purchaser.

"Improvements" means any additions, betterments, extensions or improvements to the Water System, the design, acquisition or construction of which (together with the incidental costs and expenses related thereto) is to be financed by the proceeds of the Authority Bonds, that may include improvements to both the water treatment (i.e. filter control replacement system, new clarifier and filter system, raw water reservoir improvements, vehicle and equipment replacement and storage tank repairs) and water distribution (i.e. water pipeline replacement, water distribution expansion and storage tank improvements).

"Indenture" means the Indenture of Trust, dated as of _____, 2020, by and among the Purchaser, the Authority and the Trustee, as originally executed and as it may from time to time be amended or supplemented in accordance with its terms.

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

(a) is in fact independent and not under domination of the Authority or the Purchaser;

(b) does not have any substantial interest, direct or indirect, in the Authority or the Purchaser; and

(c) is not connected with the Authority or the Purchaser as an officer or employee of the Authority or the Purchaser but who may be regularly retained to make annual or other audits of the books of or reports to the Authority or the Purchaser.

"Independent Financial Consultant" means a financial consultant or firm of such consultants appointed by the Purchaser, and who, or each of whom:

(1) is in fact independent and not under domination of the Purchaser or the Authority;

(2) does not have any substantial interest, direct or indirect, with the Purchaser or the Authority; and

(3) is not connected with the Purchaser or the Authority as an officer or employee thereof, but who may be regularly retained to make reports thereto.

"Installment Payment Date;" "Series 2020 Installment Payment Date"

The term "Installment Payment Date" means each date on which Installment Payments are scheduled to be paid by the Purchaser under and pursuant to any Contracts. The term "Series 2020 Installment Payment Date" means the fifth day prior to each Interest Payment Date, or if said date is not a Business Day, then the preceding Business Day.

"Installment Payments;" "Series 2020 Installment Payments;" "Interest Component of Series 2020 Installment Payments;" "Principal Component of Series 2020 Installment Payments"

The term "Installment Payments" means the installment payments of interest and principal scheduled to be paid by the Purchaser under and pursuant to the Contracts. The term "Series 2020 Installment Payments" means the Installment Payments scheduled to be paid by the Purchaser under and pursuant hereto, including all amounts payable to the Insurer for draws on the Insurance Policy or the Reserve Policy, plus interest on such draws as set forth in the Indenture. The term "Interest Component of Series 2020 Installment Payment", with respect to any Series 2020 Installment Payment, means the "Amount Attributable to Interest" in respect of such payment as reflected in Exhibit A hereto. The term "Principal Component of Series 2020 Installment Payment", with respect to any Series 2020 Installment Payment, means the "Amount Attributable to Principal" in respect of such payment as reflected in Exhibit A hereto.

"Interest Payment Date" means June 1 and December 1 in each year, as applicable, beginning June 1, 2021, and continuing so long as any Authority Bonds remain Outstanding.

"Interest Subsidy Payment" means with respect to Build America Bonds, each payment received by the Authority or the Authority's designated recipient directly from the United States Department of the Treasury in an amount equal to 35% of the corresponding interest payable on such Build America Bonds of the Water System, as provided for in Sections 54AA(b) and 6431 of the Code.

"Maintenance and Operation Costs" means (1) costs spent or incurred for maintenance and operation of the Water System calculated in accordance with generally accepted accounting principles applicable to governmental agencies, including, but not limited to, the reasonable expenses of management and repair and other expenses necessary to maintain and preserve the Water System in good repair and working order, and including administrative costs of the Purchaser that are charged directly or apportioned to the Water System, including, but not limited, to salaries and wages of employees, payments to the Public Employees Retirement System, overhead, insurance, taxes (if any), fees of auditors, accountants, attorneys or engineers and insurance premiums, and including all other reasonable and necessary costs of the Purchaser or charges (other than debt service payments) required to be paid by it to comply with the terms of the City Bonds, or any other Contract, other than Debt Service, or of any resolution or indenture authorizing the issuance of any City Bonds or Contracts, and (2) all payments under any contract for the purchase of water; but excluding in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles or other bookkeeping entries of a similar nature.

"Maximum Annual Debt Service" means, at any point in time, with respect to City Bonds and Contracts then outstanding, the largest amount of Debt Service on the City Bonds and Contracts in the then current or any future Fiscal Year.

"Net Proceeds" means, when used with respect to any casualty insurance or condemnation award, the proceeds from such insurance or condemnation award remaining after payment of all expenses (including reasonable attorneys' fees) incurred in the collection of such proceeds.

"Net Water System Revenues" means (i) for any Fiscal Year, the Water System Revenues for such Fiscal Year less the Maintenance and Operation Costs for such Fiscal Year, or (ii) in applying the provisions of the Installment and Purchase Agreement with respect to Additional Obligations only, the Water System Revenues for the selected 12-month period less the Maintenance and Operation Costs for the same 12-month period.

"Obligations" means City Bonds and Contract Payments.

"Purchaser" means the City of Oxnard, a charter city and a municipal corporation duly organized and existing under and by virtue of the laws of the State of California.

"Purchase Price" means the principal amount plus interest thereon owed by the Purchaser to the Authority under the terms hereof as provided in Section 4.01.

"Qualified Swap" means any financial arrangement (i) that is entered into by the Purchaser with an entity that is a Qualified Swap Provider at the time the arrangement is entered into; (ii) that provides that the Purchaser shall pay to such entity an amount based on the interest accruing at a fixed rate on an amount equal to the principal amount of the Authority Bonds Outstanding, and that such entity shall pay to the Purchaser an amount based on the interest accruing on such principal amount at a variable rate of interest computed according to a formula set forth in such arrangement (which need not be the same as the actual rate of interest borne by the Authority Bonds) or that one shall pay to the other any net amount due under such arrangement; and (iii) that has been designated in writing to the Trustee by the Purchaser and the Authority as a Qualified Swap with respect to the Authority Bonds.

"Qualified Swap Provider" means a financial institution whose senior long term debt obligations or an insurance provider whose claims-paying ability, or whose obligations under a Qualified Swap are guaranteed by a financial institution whose senior long term debt obligations or by an insurance provider

whose claims-paying ability, are rated (at the time the subject Qualified Swap is entered into) not lower than Aa3 by Moody's and AA- by S&P, or the equivalent thereof by any successor thereto.

"Revenue Fund" means the fund by that name established pursuant to Section 5.02 hereof.

"Series A Bonds" means the $_____ aggregate principal amount of City Of Oxnard Financing Authority Water Revenue Bonds Series 2020A.

"Series B Bonds" means the $_____ aggregate principal amount of City Of Oxnard Financing Authority Water Revenue Refunding Bonds Series 2020B (Federally Taxable).

"Trustee" means Wells Fargo Bank, National Association, acting in its capacity as Trustee under and pursuant to the Indenture, and its successors and assigns.

"Water Service" means the water distribution service provided by the Purchaser.

"Water System" means the whole and each and every part of the waterworks system serving the Purchaser, whether owned or operated by the Purchaser or another party, including the portion thereof existing on the date hereof, and including all additions, betterments, extensions, and improvements to such water system or any part thereof hereafter acquired or constructed.

"Water System Revenues" means all income, rents, rates, fees, charges, and other moneys derived from the ownership of or operation of the Water System, including, without limiting the generality of the foregoing, (1) all in lieu charges and groundwater augmentation charges (including investment earnings thereon) collected by or on behalf of the Purchaser, (2) all income, rents, rates, fees, charges, business interruption insurance proceeds, or other moneys derived by the Purchaser from the sale, furnishing, and supplying of the water, drainage or other services, facilities, and commodities sold, furnished, or supplied through the facilities of or in the conduct or operation of the business of the Water System, and (3) the earnings on and income derived from the investment of such income, rents, rates, fees, charges, proceeds, or other moneys, including Purchaser reserves; but excluding in all cases (a) customers' deposits or any other deposits or advances subject to refund until such deposits or advances have become the property of the Purchaser, (b) proceeds of taxes or benefit assessments restricted by law to be used by the Purchaser to pay amounts due on bonds or other obligations hereafter incurred, and (c) connection fees and charges.

"Written Consent of the Authority or Purchaser," "Written Order of the Authority or Purchaser," "Written Request of the Authority or Purchaser," "Written Requisition of the Authority or Purchaser"

The terms "Written Consent of the Authority or Purchaser," "Written Order of the Authority or Purchaser," "Written Request of the Authority or Purchaser," and "Written Requisition of the Authority or Purchaser" mean, respectively, a written consent, order, request or requisition signed by or on behalf of (i) the Authority by its Chairman, Vice Chairman, or Executive Director or (ii) the Purchaser by the Mayor, Vice Mayor or City Manager or by any person who is specifically authorized by resolution of the Purchaser (a certified copy of which has been delivered to the Trustee) to sign or execute such a document on its behalf.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the Purchaser. The Purchaser makes the following representations:

(a) The Purchaser is a charter city and a municipal corporation duly organized and existing under and pursuant to the laws of the State of California.

(b) The Purchaser has full legal right, power and authority to enter into this Agreement and carry out its obligations hereunder, to carry out and consummate all other transactions contemplated by this Agreement, and the Purchaser has complied with the provisions of the Law in all matters relating to such transactions.

(c) By proper action, the Purchaser has duly authorized the execution, delivery and due performance of this Agreement.

(d) The Purchaser will not take or, to the extent within its power, permit any action to be taken as a consequence of which any Interest Component of Series 2020 Installment Payments would fail to be excluded pursuant to section 103(a) of the Code from the gross income of the Authority or its assigns for purposes of federal income taxation, or to fail to be exempt from State of California personal income taxes.

(e) The Purchaser has determined that it is necessary and proper for Purchaser uses and purposes within the terms of the Law that the Purchaser finance/refinance the Improvements in the manner provided for in this Agreement.

SECTION 2.02. Representations and Warranties by the Authority. The Authority makes the following representations and warranties:

(a) The Authority is a joint exercise of powers agency duly organized and in good standing under the laws of the State of California, has full legal right, power and authority to enter into this Agreement and to carry out and consummate all transactions contemplated by this Agreement and by proper action has duly authorized the execution and delivery and due performance of this Agreement.

(b) The execution and delivery of this Agreement and the consummation of the transactions herein contemplated will not violate any provision of law, any order of any court or other agency of government, or any indenture, material agreement or other instrument to which the Authority is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of or constitute a default (with due notice or the passage of time or both) under any such indenture, agreement or other instrument, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority.

(c) The Authority will not take or permit any action to be taken as a consequence of which the interest on any Authority Bond would fail to be excluded pursuant to section 103(a) of the Code from the gross income of the owner thereof for purposes of federal income taxation, or to fail to be exempt from State of California personal income taxes.

ARTICLE III

ISSUANCE OF AUTHORITY BONDS; SALE AND PURCHASE OF THE PROJECT

SECTION 3.01. The Authority Bonds. The Authority has authorized the issuance of the Authority Bonds pursuant to the Indenture in the aggregate principal amount of _____ Dollars ($_____) of Series A Bonds and the aggregate principal amount of _____ Dollars ($_____) of Series B Bonds. The Authority and the Purchaser agree that the proceeds of sale of the Authority Bonds shall be paid to the Trustee on the Closing Date for deposit pursuant to the terms and conditions of the Indenture. The Purchaser hereby approves the Indenture, the assignment to the Trustee of the rights of the Authority assigned under and pursuant to the Indenture, and the issuance of the Authority Bonds by the Authority under and pursuant to the Indenture.

SECTION 3.02. Appointment of Purchaser as Agent of Authority. The Authority hereby appoints the Purchaser as its agent to carry out all phases of the Acquisition and Construction of the additional Improvements to the Water System pursuant to and in accordance with the provisions hereof and the Indenture. The Purchaser hereby accepts such appointment and assumes all rights, liabilities, duties and responsibilities of the Authority regarding the Acquisition and Construction of the Improvements. The Authority, or the Purchaser as agent of the Authority hereunder, shall enter into, administer and enforce all purchase orders or other contracts relating to the Acquisition and Construction of the Improvements. All contracts for, and all work relating to, the Acquisition and Construction of the Improvements shall be subject to all applicable provisions of law relating to the acquisition, construction, improvement, and equipping of like facilities and property by the Purchaser.

SECTION 3.03. Sale and Purchase of the Improvements. As consideration for the proceeds of the Authority Bonds, the Authority hereby agrees to purchase, and the Purchaser hereby agrees to sell, the Improvements. As consideration for the Purchaser's agreement to make Series 2020 Installment Payments in accordance with Section 4.02 hereof, the Authority hereby agrees to sell, and the Purchaser hereby agrees to purchase, the Improvements. All right, title and interest in the Improvements shall vest in the Purchaser immediately upon execution of this Agreement. Such vesting shall occur without further action by the Authority or the Purchaser; and the Authority shall, if requested by the Purchaser or if necessary to assure such automatic vesting, deliver any and all documents required to assure such vesting.

ARTICLE IV

SERIES 2020 INSTALLMENT PAYMENTS

SECTION 4.01. Purchase Price.

(a) The Purchase Price to be paid by the Purchaser hereunder to the Authority is the sum of the principal amount of the Purchaser's obligations hereunder plus the interest to accrue on the unpaid balance of such principal amount from the effective date hereof over the term hereof, subject to prepayment as provided in Article VII.

(b) The principal amount of the payments to be made by the Purchaser hereunder on each Series 2020 Installment Payment Date is set forth in Exhibit A hereto; provided, however, the amount payable by the Purchaser to the Authority on each Series 2020 Installment Payment Date shall be reduced by the amount, if any, on deposit in the Bond Payment Fund and available or to be available for the payment of principal of and interest on the Authority Bonds on such Interest Payment Date as a result of prepayment in accordance with Article VII.

(c) The interest to accrue on the unpaid balance of such principal amount is as specified in Section 4.02 and Exhibit A hereto, and shall be paid by the Purchaser as and constitute interest paid on the principal amount of the Purchaser's obligations hereunder.

SECTION 4.02. Series 2020 Installment Payments. The Purchaser shall, subject to any rights of prepayment provided in Article VII, pay the Authority the Purchase Price in installment payments of interest and principal in the amounts relating to each Series 2020 Installment Payment Date as set forth in Exhibit A hereto.

Each Series 2020 Installment Payment shall be paid to the Authority in lawful money of the United States of America. If the Purchaser fails to make any of the payments required to be made by it under this section, such payment shall continue as an obligation of the Purchaser until such amount shall have been fully paid; and the Purchaser agrees to pay the same with interest accruing thereon at the rate or rates of interest then applicable to the remaining unpaid principal balance of the Series 2020 Installment Payments if paid in accordance with their terms.

The obligation of the Purchaser to make the Series 2020 Installment Payments is absolute and unconditional, and until such time as the Purchase Price and any amounts owing the Insurer shall have been paid in full (or provision for the payment thereof shall have been made pursuant to Article IX), the Purchaser will not discontinue or suspend any Series 2020 Installment Payments required to be made by it under this section when due, whether or not the Water System or any part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced, curtailed or terminated in whole or in part and such payments shall not be subject to reduction whether by offset, abatement or otherwise and shall not be conditional upon the performance or nonperformance by any party to any agreement for any cause whatsoever.

SECTION 4.03. Additional Payments. In addition to the Series 2020 Installment Payments, the Purchaser shall pay when due all costs and expenses incurred by the Authority to comply with the provisions of the Indenture, [including without limitation all amounts owing to the Insurer relating to the Insurance Policy or the Reserve Policy that is not payable as a Series 2020 Installment Payment], all Costs of Issuance (to the extent not paid from amounts on deposit in the Costs of Issuance Fund or the Acquisition and Construction Fund), and shall pay to the Trustee upon request therefor all compensation for fees due to the Trustee and all of its costs and expenses payable as a result of the performance of and compliance with its duties hereunder or under the Indenture or any related documents, together with all amounts required to indemnify the Trustee pursuant to Section 6.13 of the Indenture, and all costs and expenses of attorneys, auditors, engineers and accountants. The rights of the Trustee and the obligations of the Purchaser under this Section 4.03 shall survive the termination of this Agreement and the resignation and removal of the Trustee.

ARTICLE V

SECURITY

SECTION 5.01. Pledge of Net Water System Revenues. All Net Water System Revenues are hereby irrevocably pledged to the payment of the Series 2020 Installment Payments as provided herein and Net Water System Revenues shall not be used for any purpose other than as permitted herein while any of the Series 2020 Installment Payments remain unpaid. This pledge shall constitute a lien on Net Water System Revenues, including Net Water System Revenues in the Revenue Fund established herein, subject to the terms hereof, for the payment of the Series 2020 Installment Payments and all other Obligations in accordance with the terms hereof and the Indenture.

SECTION 5.02. Allocation of Net Water System Revenues. To carry out and effectuate the pledge and lien contained herein, the Purchaser agrees and covenants that all Water System Revenues shall be received by the Purchaser in trust hereunder and shall be deposited when and as received in a special fund designated as the "Revenue Fund," which fund is hereby created and established and which fund the Purchaser agrees and covenants to maintain and to hold in trust separate and apart from other funds so long as any Obligations remain unpaid. Moneys in the Revenue Fund shall be used and applied by the Purchaser as provided in this Agreement. Investment earnings received by the Trustee from the investment of moneys on deposit in the Bond Payment Fund and the Reserve Fund are to be retained by the Trustee and applied by it as provided for in the Indenture.

The Purchaser shall, first from the moneys in the Revenue Fund, pay all Maintenance and Operation Costs (including amounts reasonably required to be set aside in contingency reserves for Maintenance and Operation Costs, the payment of which is not then immediately required) as they become due and payable. Thereafter, all Net Water System Revenues in the Revenue Fund shall be set aside by the Purchaser at the following times for the transfer to the following respective special funds in the following order of priority; and all moneys in each of such funds shall be held in trust and shall be applied, used and withdrawn only for the purposes set forth in this Section 5.02.

(a) Bond Payment Fund. On or before each Series 2020 Installment Payment Date until the Authority Bonds have been paid or provision for their payment has been made as provided in Section 9.03 of the Indenture, the Purchaser shall, from the moneys in the Revenue Fund, transfer to the Trustee for deposit in the Bond Payment Fund the Series 2020 Installment Payment due and payable on that Series 2020 Installment Payment Date. Such deposit to the Bond Payment Fund shall be reduced to the extent amounts on deposit therein are available for application to the Series 2020 Installment Payment due and payable on such Series 2020 Installment Payment Date.

The Purchaser shall also, from the moneys in the Revenue Fund, transfer to the trustee for deposit in the respective payment fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, to pay any other debt service in accordance with the provisions of any Bond or Contract.

(b) Reserve Fund. On or before each Series 2020 Installment Payment Date until the Authority Bonds have been paid, or provision for their payment has been made as provided in Section 10.03 of the Indenture, the Purchaser shall, from the remaining moneys in the Revenue Fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, transfer to the Trustee or other fiduciary for deposit in the Reserve Fund and such other reserve funds and/or accounts, if any, as may have been established in connection with Bonds or Contracts, other than this Agreement, that sum, if any, necessary to restore the Reserve Fund to an amount equal to the Reserve Requirement and/or such reserve funds or accounts to an amount equal to the amount required to be maintained therein.

No transfer of moneys for deposit to the Reserve Fund in connection with the Series 2020 Installment Payments need be made if the amount contained therein is at least equal to the Reserve Requirement.

(c) Surplus. Moneys on deposit in the Revenue Fund not necessary to make any of the payments required above, may be expended by the Purchaser at any time for any purpose permitted by law.

SECTION 5.03. Additional Obligations. The Purchaser may at any time execute any Contract or issue any City Bonds, as the case may be, in accordance herewith; provided:

(a) No Event of Default shall have occurred and be continuing, and the Purchaser shall deliver a certificate to that effect to the Trustee; and

(b) the Purchaser obtains or provides a certificate or certificates prepared by an Independent Financial Consultant showing that

(i) the Net Water System Revenues as shown by the books of the Purchaser for the twelve (12) calendar months ending 90 days prior to the end of the month in which such Additional Obligations are incurred (the "Look Back Period"), shall have amounted to at least the sum of (x) one hundred percent (100%) of Debt Service for such Look Back Period, plus (y) the amount by which the amount on deposit in the Revenue Fund on the first day of such Look Back Period was less than twenty-five percent (25%) of Maximum Annual Debt Service on all Outstanding City Bonds and Contracts calculated on the first day of such Look Back Period; for purposes of preparing the certificate or certificates described above, the Consultant or Consultants may rely upon financial statements prepared by the Purchaser for all or any part of the Look Back Period, which have not been subject to audit by an Independent Certified Public Accountant if audited financial statements for the Fiscal Year or period are not available;

(ii) the estimated Net Water System Revenues for the twelve (12) calendar months following the date of incurring such Additional Obligations will be at least equal to one hundred percent (100%) of Maximum Annual Debt Service on all City Bonds and Contracts to be outstanding immediately after the incurring of such Additional Obligations; and

(iii) the amount on deposit in the Revenue Fund on the date of incurring such Additional Obligations is at least equal to twenty-five percent (25%) of Maximum Annual Debt Service on all Outstanding City Bonds and Contracts as of the date of incurring of such Additional Obligations.

(c) For purposes of the computations to be made as described in clause (ii) above, the determination of the Net Water System Revenues:

(i) may take into account any increases in rates and charges that relate to the Water System and shall take into account any reduction in such rates and charges that will be effective prior to or at the time of incurring such proposed Additional Obligations;

(ii) may take into account an allowance for any estimated increase in such Net Water System Revenues from any revenue producing additions to or improvements or extensions of the Water System to be made with the proceeds of such Additional Obligations or with the proceeds of Obligations previously issued, as shown by a certificate of an Independent Financial Consultant; and

(iii) for the period contemplated by clause (ii) above, Maintenance and Operation Costs of the Water System shall be deemed to be the same as for the period for which a calculation is done pursuant to clause (i) above, but adjusted, if deemed necessary by the Independent Financial Consultant, for any increased Maintenance and Operation Costs of the Water System which are, in the judgment of the Independent

Financial Consultant, essential to maintaining and operating the Water System, including any additions or betterments thereto to be made with the proceeds of such Additional Obligations.

The certificate or certificates described above shall not be required if the Additional Obligations being incurred are for the purpose of refunding then outstanding Obligations and at the time of the incurring of such Additional Obligations a certificate of an Authorized Official shall be delivered showing that Maximum Annual Debt Service on all Outstanding City Bonds and Contracts after the incurring of such Additional Obligations will not exceed Maximum Annual Debt Service on all Obligations outstanding prior to the incurring of such Additional Obligations.

SECTION 5.04. Investments. All moneys held by the Purchaser in the Revenue Fund shall be invested in Permitted Investments and the investment earnings thereon shall remain on deposit in such fund, except as otherwise provided herein.

ARTICLE VI

COVENANTS OF THE PURCHASER

SECTION 6.01. Compliance with Installment Purchase Agreement and Ancillary Agreements. The Purchaser will punctually pay the Series 2020 Installment Payments in strict conformity with the terms hereof, and will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein required to be observed and performed by it, and will not terminate this Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Water System, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of California or any political subdivision of either or any failure of the Authority to observe or perform any agreement, condition, covenant or term contained herein required to be observed and performed by it, whether express or implied, or any duty, liability or obligation arising out of or connected herewith or the insolvency, or deemed insolvency, or bankruptcy or liquidation of the Authority or any force majeure, including acts of God, tempest, storm, earthquake, war, rebellion, riot, civil disorder, acts of public enemies, blockade or embargo, strikes, industrial disputes, lock outs, lack of transportation facilities, fire, explosion, or acts or regulations of governmental authorities.

The Purchaser will faithfully observe and perform all the agreements, conditions, covenants and terms contained in the Indenture required to be observed and performed by it; and it is expressly understood and agreed by and between the parties to this Agreement that, subject to Section 11.07 hereof, each of the agreements, conditions, covenants and terms contained in each of this Agreement and the Indenture is an essential and material term of the purchase of and payment for the Improvements by the Purchaser pursuant to and in accordance with this Agreement.

The Purchaser will faithfully observe and perform all the agreements, conditions, covenants and terms required to be observed and performed by it pursuant to all outstanding Contracts and Bonds as such may from time to time be executed or issued, as the case may be.

SECTION 6.02. Against Encumbrances. The Purchaser will not make any pledge of or place any lien on Net Water System Revenues or the moneys in the Revenue Fund except as provided herein. The Purchaser may at any time, or from time to time, issue evidences of indebtedness or incur other obligations for any lawful purpose that are payable from and secured by a pledge of and lien on Net Water System Revenues or any moneys in the Revenue Fund as may from time to time be deposited

therein (as provided in Section 5.02), provided that such pledge and lien shall be subordinate in all respects to the pledge of and lien thereon provided herein. The Purchaser will not issue any evidences of indebtedness or incur other obligations that are payable from and secured by a pledge of and lien on Net Water System Revenues senior to the pledge of and lien on Net Water System Revenues of the Series 2020 Installment Payments.

SECTION 6.03. Against Sale or Other Disposition of Property. The Purchaser will not enter into any agreement or lease that impairs the operation of the Water System or any part thereof necessary to secure adequate Net Water System Revenues for the payment of the Series 2020 Installment Payments, or that would otherwise impair the rights of the Authority hereunder or the operation of the Water System. Any real or personal property that has become nonoperative or that is not needed for the efficient and proper operation of the Water System, or any material or equipment that has become worn out, may be sold if such sale will not impair the ability of the Purchaser to pay the Series 2020 Installment Payments and if the proceeds of such sale are deposited in the Revenue Fund.

Nothing herein shall restrict the ability of the Purchaser to sell any portion of the Water System if such portion is immediately repurchased by the Purchaser and if such arrangement cannot by its terms result in the purchaser of such portion of the Water System exercising any remedy that would deprive the Purchaser of or otherwise interfere with its right to own and operate such portion of the Water System.

SECTION 6.04. Maintenance and Operation of the Water System. The Purchaser will maintain and preserve the Water System in good repair and working order at all times and will operate the Water System in an efficient and economical manner and will pay all Maintenance and Operation Costs as they become due and payable.

SECTION 6.05. Payment of Claims. The Purchaser will pay and discharge any and all lawful claims for labor, materials or supplies that, if unpaid, might become a lien on the Net Water System Revenues or the funds or accounts created hereunder or under the Indenture or on any funds in the hands of the Purchaser pledged to pay the Series 2020 Installment Payments or to the Owners prior or superior to the lien of the Series 2020 Installment Payments or that might impair the security of the Series 2020 Installment Payments, except that if the Purchaser desires to contest any such lien it may do so. If any such lien shall be reduced to final judgment and such judgment or any process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and such stay thereafter expires, the Purchaser will forthwith pay or cause to be paid and discharged such judgment.

SECTION 6.06. Insurance.

(a) The Purchaser will procure and maintain or cause to be procured and maintained insurance relating to the Water System with responsible insurers in such amounts and against such risks (including damage to or destruction of the Water System) as are usually covered in connection with facilities similar to the Water System, so long as such insurance is available from reputable insurance companies at reasonable costs.

In the event of any damage to or destruction of the Water System caused by the perils covered by such insurance, the following shall apply; provided however, the following shall not apply, if (1) the Net Proceeds are less than $50,000, in which case the Purchaser may determine the use of such proceeds; or (2) the Purchaser certifies in a Written Order of the Purchaser delivered to the Trustee that if the damaged or destroyed portion of the Water System is not repaired or replaced, the Water System will generate Net Water System Revenues equal to at least 125% of the amount described in clause (b) of Section 6.10 for each future fiscal year that the Authority Bonds are scheduled to remain outstanding without a rate increase triggering a noticed Proposition 218 rate hearing:

(i) The Net Proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Water System. The Purchaser shall begin such reconstruction, repair or replacement promptly after such damage or destruction shall occur, and shall continue and properly complete such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such Net Proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the Water System shall be free and clear of all claims and liens.

(ii) If such Net Proceeds are sufficient to enable the Purchaser to retire the entire obligation evidenced hereby prior to the final due date of the Series 2020 Installment Payments as well as the entire obligations evidenced by Bonds and Contracts then remaining unpaid prior to their final respective due dates, the Purchaser may elect not to reconstruct, repair or replace the damaged or destroyed portion of the Water System, and/or not to construct other additions, betterments, extensions or improvements to the Water System; and thereupon such Net Proceeds shall be applied to the prepayment of Series 2020 Installment Payments as provided in Article VII and to the retirement of such Bonds and Contracts.

(iii) If such Net Proceeds exceed the costs of such reconstruction, repair or replacement portion of the Water System, and/or the cost of the construction of additions, betterments, extensions or improvements to the Water System, then the excess Net Proceeds may, in the Purchaser's discretion, be applied in part to the prepayment of Series 2020 Installment Payments as provided in Article VII and in part to such other fund or account as may be appropriate and used for the retirement of Bonds and Contracts in the same proportion that the aggregate unpaid principal balance of Series 2020 Installment Payments then bears to the aggregate unpaid principal amount of such Bonds and Contracts.

(b) The Purchaser will procure and maintain such other insurance as it shall deem advisable or necessary to protect its interests and the interests of the Authority, which insurance shall afford protection in such amounts and against such risks as are usually covered in connection with municipal water systems similar to the Water System.

(c) Any insurance required to be maintained by paragraph (a) above and, if the Purchaser determines to procure and maintain insurance pursuant to paragraph (b) above, such insurance, may be maintained under a self-insurance program so long as such self-insurance is maintained in the amounts and manner usually maintained in connection with water systems similar to the Water System and is, in the opinion of an accredited actuary, actuarially sound.

All policies of insurance required to be maintained herein shall provide that the Authority and the Trustee shall be given thirty (30) days written notice of any intended cancellation thereof or reduction of coverage provided thereby.

The Trustee shall not be responsible for the sufficiency or adequacy of the insurance maintained by the Purchaser.

SECTION 6.07. Accounting Records; Financial Statements and Other Records.

(a) The Purchaser will keep appropriate accounting records in which complete and correct entries shall be made of all transactions relating to the Water System, which records shall

be available for inspection by the Authority and the Trustee at reasonable hours and under reasonable conditions.

(b) The Purchaser will prepare and file with the Authority and, upon request of the Insurer or the Trustee, annually within one hundred eighty (180) days after the close of each Fiscal Year (commencing with the Fiscal Year ending June 30, 2021);

(1) financial statements of the Purchaser for the preceding Fiscal Year prepared in accordance with generally accepted accounting principles, together with a report of an Independent Certified Public Accountant thereon; and

(2) a detailed report as to all insurance policies maintained and self-insurance programs maintained by the Purchaser with respect to the Water System, as of the close of such Fiscal Year, including the names of the insurers that have issued the policies and the amounts thereof and the property or risks covered thereby and a statement that all such policies comply with Section 6.08 hereof.

The Trustee shall have no duty to review, verify or analyze the documents provided to it pursuant to this Section 6.07(b)(1) and shall hold such documents solely as a repository for the benefit of the Owners. The Trustee shall not be deemed to have notice of any information contained therein or default or Event of Default which may be disclosed therein in any manner.

SECTION 6.08. Protection of Security and Rights of the Authority. The Purchaser will preserve and protect the security hereof and the rights of the Authority to the Series 2020 Installment Payments hereunder and will warrant and defend such rights against all claims and demands of all persons.

SECTION 6.09. Payment of Taxes and Compliance with Governmental Regulations. The Purchaser will pay and discharge all taxes, assessments and other governmental charges that may hereafter be lawfully imposed upon the Water System, or any part thereof or upon the Water System Revenues when the same shall become due. The Purchaser will duly observe and conform with all valid regulations and requirements of any governmental authority relative to the operation of the Water System, or any part thereof, but the Purchaser shall not be required to comply with any regulations or requirements so long as the validity or application thereof shall be contested in good faith.

SECTION 6.10. Amount of Rates and Charges, Operating Reserves. The Purchaser shall fix, prescribe, and collect fees, rates, and charges for the Water System which will be at least sufficient to yield during each Fiscal Year Net Water System Revenues equal to the sum of (a) one hundred percent (100%) of the Debt Service for such Fiscal Year and the amounts, if any, then due and owing to the Insurer under the Reserve Policy, if applicable, plus (b) the amount by which the amount on deposit in the Revenue Fund on the last day of the immediately preceding Fiscal Year was less than twenty-five percent (25%) of Maximum Annual Debt Service as of such day. The Purchaser may make adjustments from time to time in such rates and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates and charges then in effect unless the Net Water System Revenues from such reduced rates and charges will at all times be sufficient to meet the requirements of this Section.

SECTION 6.11. Collection of Rates and Charges. The Purchaser will have in effect at all times rules and regulations requiring each customer to pay the rates, fees and charges applicable to the Water Services and providing for the billing thereof and for a due date and a delinquency date for each bill.

SECTION 6.12. Eminent Domain Proceeds. If all or any part of the Water System shall be taken by eminent domain proceedings, the Net Proceeds thereof shall be applied as follows; provided

however, the following shall not apply, if (1) the Net Proceeds are less than $50,000, in which case the Purchaser may determine the use of such proceeds; or (2) the Purchaser certifies in a Written Order of the Purchaser delivered to the Trustee that if the portion of the Water System taken by eminent domain is not replaced, the Water System will generate Net Water System Revenues equal to at least 125% of the amount described in clause (b) of Section 6.10 for each future fiscal year that the Authority Bonds are scheduled to remain outstanding without a rate increase triggering a noticed Proposition 218 rate hearing:

(a) If (1) the Purchaser files with the Authority and the Trustee a certificate showing (i) the estimated loss of annual Net Water System Revenues, if any, suffered or to be suffered by the Purchaser by reason of such eminent domain proceedings, (ii) a general description of the additions, betterments, extensions or improvements to the Water System proposed to be acquired and constructed by the Purchaser from such Net Proceeds, and (iii) an estimate of the additional annual Net Water System Revenues to be derived from such additions, betterments, extensions or improvements, and (2) the Purchaser, on the basis of such certificate filed with the Authority and the Trustee, determines that the estimated additional annual Net Water System Revenues will sufficiently offset the estimated loss of annual Net Water System Revenues resulting from such eminent domain proceedings so that the ability of the Purchaser to meet its obligations hereunder will not be substantially impaired (which determination shall be final and conclusive), then the Purchaser shall promptly proceed with the acquisition and construction of such additions, betterments, extensions or improvements substantially in accordance with such certificate and such Net Proceeds shall be applied for the payment of the costs of such acquisition and construction, and any balance of such Net Proceeds not required by the Purchaser for such purpose shall be deposited in the Revenue Fund.

(b) If the foregoing conditions are not met, then such Net Proceeds shall be applied by the Purchaser in part to the prepayment of Series 2020 Installment Payments as provided in Article VII and in part to such other fund or account as may be appropriate and used for the retirement of Bonds and Contracts in the same proportion that the aggregate unpaid principal balance of Series 2020 Installment Payments then bears to the aggregate unpaid principal amount of such Bonds and Contracts.

SECTION 6.13. Further Assurances. The Purchaser will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Authority of the rights and benefits provided to it herein.

SECTION 6.14. Continuing Disclosure. The Purchaser will comply with the continuing disclosure requirements promulgated under U.S. Securities and Exchange Commission Rule 15c2 12 and will also comply with the terms of the Continuing Disclosure Agreement.

SECTION 6.15. Tax Exempt Status of Series A Bonds.

(a) Private Activity Bond Limitation. The City and the Authority shall assure that the proceeds of the Series A Bonds are not so used as to cause the Series A Bonds to satisfy the private business tests of section 141(b) of the Code.

(b) Private Loan Financing Limitation. The City and the Authority shall assure that the proceeds of the Series A Bonds are not so used as to cause the Series ABonds to satisfy the private loan financing test of section 141(c) of the Code.

(c) Federal Guarantee Prohibition. The City and the Authority shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series A Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

(d) No Arbitrage. The City and the Authority shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Series A Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Series A Bonds would have caused the Series A Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code.

(e) Maintenance of Tax-Exemption. The City and the Authority shall take all actions necessary to assure the exclusion of interest on the Series A Bonds from the gross income of the Owners of the Series A Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Series A Bonds, including compliance with the requirements of the code relating to rebate of excess arbitrage earnings to the federal government.

SECTION 6.16. Access to the Water System. The Purchaser agrees that the Authority and the Trustee, and any duly authorized representative thereof, shall have the right at all reasonable times to enter upon and to examine and inspect the Water System. The Purchaser further agrees that the Authority and the Trustee, and any duly authorized representative thereof, shall have such rights of access to the Water System as may be reasonably necessary to cause the proper maintenance of the Water System in the event of failure by the Purchaser to perform its obligations hereunder.

ARTICLE VII

PREPAYMENT OF SERIES 2020 INSTALLMENT PAYMENTS

SECTION 7.01. Prepayment.

(a) The Purchaser may or shall, as the case may be, prepay from the Net Proceeds as provided in Sections 6.06 and 6.12 herein the Series 2020 Installment Payments as a whole or in part in the order of payment date as directed by the Purchaser (or in the event the Purchaser has not directed the order of payment date, in inverse order of maturity) at a prepayment price equal to the sum of the principal amount prepaid plus accrued interest thereon to the date of prepayment. Notwithstanding any such prepayment, the Purchaser shall not be relieved of its obligations hereunder, including its obligations under Article IV, until the Purchase Price and all amounts owing the Insurer shall have been fully paid (or provision for payment thereof shall have been provided to the written satisfaction of the Authority).

(b) The Purchaser may exercise its option to prepay the principal components of the Series 2020 Installment Payments in whole or in part (in integral multiples of $5,000) to the extent the Authority has the ability to effect an optional redemption of the Authority Bonds under the Indenture. The Purchaser shall give the Trustee and the Authority written notice of its intention to exercise its option under this Section not less than forty (40) days in advance of the date of exercise (or such lesser period of time as shall be consented to by the Trustee and the Authority).

SECTION 7.02. Method of Prepayment. Before making any prepayment pursuant to Section 7.01(a), the Purchaser shall, within ten (10) Business Days following the event permitting the exercise of such right to prepay or creating such obligation to prepay, give written notice to the Authority and the Trustee describing such event. The Purchaser shall, within sixty (60) days of such written notice or three

Business Days following the date on which the Purchaser receives actual notice of the amount of Net Proceeds to be received by the Purchaser as described in the Section 6.06 or 6.12 (whichever occurs later), specify the date on which the prepayment will be made, which date shall be ninety (90) days or longer from the date the written notice was given by the Purchaser, unless such prepayment must occur on a Payment Date, in which case such date shall be the next Payment Date with respect to which notice of prepayment may be timely given pursuant to the Indenture. In the event of a partial prepayment, the Purchaser shall give written direction to the Authority as to the series of Authority Bonds to be prepaid and the maturities of such Authority Bonds to be prepaid.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF THE AUTHORITY

SECTION 8.01. Events of Default and Acceleration of Maturities. If one or more of the following Events of Default shall happen, that is to say --

(1) if default shall be made in the due and punctual payment of any Series 2020 Installment Payment or any Contract or Bond when and as the same shall become due and payable;

(2) if default shall be made by the Purchaser in the performance of any of the agreements or covenants required herein to be performed by it, and such default shall have continued for a period of sixty (60) days after the Purchaser shall have been given notice in writing of such default by the Authority; provided, however, if in the reasonable opinion of the Purchaser the failure stated in the notice can be corrected, but not within such sixty (60) day period, such failure shall not constitute an Event of Default if corrective action is instituted by the Purchaser within such sixty (60) day period and the Purchaser shall thereafter diligently and in good faith cure such failure in a reasonable period of time, which period shall not extend more than one hundred eighty (180) days from the date of the default notice; or

(3) if the Purchaser shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with or without the consent of the Purchaser seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the Purchaser or of the whole or any substantial part of its property;

then and in each and every such case during the continuance of such Event of Default specified in clause (3) above, the Authority shall, and for any other such Event of Default the Authority may, by notice in writing to the Purchaser, declare the entire principal amount of the unpaid Series 2020 Installment Payments and the accrued interest thereon to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything contained herein to the contrary notwithstanding. This subsection however, is subject to the condition that if at any time after the entire principal amount of the unpaid Series 2020 Installment Payments and the accrued interest thereon shall have been so declared due and payable and before any judgment or decree for the payment of the moneys due shall have been obtained or entered the Purchaser shall deposit with the Authority a sum sufficient to pay the unpaid principal amount of the Series 2020 Installment Payments or the unpaid payment of any other Contract or Bond referred to in clause (1) above due prior to such declaration and the

accrued interest thereon, with interest on such overdue installments, at the rate or rates applicable to the remaining unpaid principal balance of the Series 2020 Installment Payments or such Contract or Bond if paid in accordance with their terms, and the reasonable expenses of the Authority, and any and all other defaults known to the Authority (other than in the payment of the entire principal amount of the unpaid Series 2020 Installment Payments and the accrued interest thereon due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Authority or provision deemed by the Authority to be adequate shall have been made therefor, then and in every such case the Authority, by written notice to the Purchaser, may rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair or exhaust any right or power consequent thereon.

SECTION 8.02. Application of Funds Upon Acceleration. Upon the date of the declaration of acceleration as provided in Section 8.01, all Net Water System Revenues thereafter received shall be applied in the following order –

First, to the payment of the fees, costs and expenses of the Trustee, if any, in carrying out the provisions of this article, including reasonable compensation to its accountants, advisors and legal counsel and then to the payment of the fees, costs and expenses of the Authority, if any, in carrying out the provisions of this article, including reasonable compensation to its accountants, advisors and legal counsel; and

Second, to the payment of the entire principal amount of the unpaid Series 2020 Installment Payments and the unpaid principal amount of all Bonds and Contracts and the accrued interest thereon, with interest on the overdue installments at the rate or rates of interest applicable to the Series 2020 Installment Payments and such Bonds and Contracts if paid in accordance with their respective terms.

SECTION 8.03. Other Remedies of the Authority. The Authority shall have the right –

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the Purchaser or any director, officer or employee thereof, and to compel the Purchaser or any such director, officer or employee to perform and carry out its or his duties under the Law and the agreements and covenants required to be performed by it or him contained herein:

(b) by suit in equity to enjoin any acts or things that are unlawful or violate the rights of the Authority or the Trustee; or

(c) by suit in equity upon the happening of an Event of Default to require the Purchaser and its directors, officers and employees to account as the trustee of an express trust.

Notwithstanding anything contained herein, the Authority shall have no security interest in or mortgage on the Improvements or the Water System or any other real property of the Purchaser and no default hereunder shall result in the loss of the Improvements or the Water System or any other real property of the Purchaser

SECTION 8.04. Non-Waiver. Nothing in this article or in any other provision hereof shall affect or impair the obligation of the Purchaser, which is absolute and unconditional, to pay the Series 2020 Installment Payments to the Authority at the respective due dates or upon prepayment from the Net Water System Revenues, the Revenue Fund and the other funds herein pledged for such payment, or shall

affect or impair the right of the Authority, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein.

A waiver of any default or breach of duty or contract by the Authority shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Authority to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Authority by the Law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Authority.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned or determined adversely to the Authority, the Purchaser and the Authority shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

SECTION 8.05. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Authority or the Bond Owners, or as provided in the Indenture, is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Indenture or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by the Law or any other law.

ARTICLE IX

DISCHARGE OF OBLIGATIONS

SECTION 9.01. Discharge of Obligations. When:

(a) all or any portion of the Series 2020 Installment Payments shall have become due and payable in accordance herewith or a written notice of the Purchaser to prepay all or any portion of the Series 2020 Installment Payments shall have been filed with the Trustee; and

(b) there shall have been deposited with the Trustee at or prior to the Series 2020 Installment Payment Dates or date (or dates) specified for prepayment, in trust for the benefit of the Authority or its assigns and irrevocably appropriated and set aside to the payment of all or any portion of the Series 2020 Installment Payments, sufficient moneys and Permitted Investments, in the amounts required by Section 10.03 of the Indenture, described in paragraph (1), (2) or (3) of the definition thereof, the principal of and interest on which when due will provide money sufficient to pay all principal, prepayment premium, if any, and interest of such Series 2020 Installment Payments to their respective Series 2020 Installment Payment Dates or prepayment date or dates as the case may be; and

(c) provision shall have been made for paying all fees and expenses of the Trustee and the Insurer,

then and in that event, if an opinion of Bond Counsel is filed with the Trustee to the effect that the actions authorized by and taken pursuant to this Article IX shall not adversely affect the tax exempt status of the interest portion of the Series 2020 Installment Payments payable to the Series A Bonds, the right, title and interest of the Authority herein and the obligations of the Purchaser hereunder shall, with respect to all or such portion of the Series 2020 Installment Payments as have been so provided for, thereupon cease, terminate, become void and be completely discharged and satisfied (except for the right of the

Trustee and the obligation of the Purchaser to have such moneys and such Permitted Investments applied to the payment of such Series 2020 Installment Payments).

In such event, upon request of the Purchaser the Trustee shall cause an accounting for such period or periods as may be requested by the Purchaser to be prepared and filed with the Purchaser and shall execute and deliver to the Purchaser all such instruments as may be necessary or desirable to evidence such total or partial discharge and satisfaction, as the case may be, prepared by or on behalf of and at the expense of the Purchaser, and, in the event of a total discharge and satisfaction, the Trustee shall pay over to the Purchaser, after payment of all amounts due the Trustee pursuant to the Indenture, as an overpayment of Series 2020 Installment Payments, all such moneys or such Permitted Investments held by it pursuant hereto other than such moneys and such Permitted Investments as are required for the payment or prepayment of the Series 2020 Installment Payments, which moneys and Permitted Investments shall continue to be held by the Trustee in trust for the payment of the Series 2020 Installment Payments and shall be applied by the Trustee to the payment of the Series 2020 Installment Payments of the Purchaser.

ARTICLE X

BOND INSURANCE PROVISIONS

SECTION 10.01. [TO COME]

ARTICLE XI

MISCELLANEOUS

SECTION 11.01. Liability of Purchaser Limited to Net Water System Revenues. Notwithstanding anything contained herein, the Purchaser shall not be required to advance any moneys derived from any source of income other than the Net Water System Revenues, the Revenue Fund and the other funds provided herein and in the Indenture for the payment of the Series 2020 Installment Payments or for the performance of any agreements or covenants required to be performed by it contained herein. The Purchaser may, however, advance moneys for any such purpose so long as such moneys are derived from a source legally available for such purpose and may be legally used by the Purchaser for such purpose.

The obligation of the Purchaser to make the Series 2020 Installment Payments is a special obligation of the Purchaser payable solely from Net Water System Revenues, the Revenue Fund and other funds described in this Agreement and in the Indenture, and does not constitute a debt of the Purchaser or of the State of California or of any political subdivision thereof in contravention of any constitutional or statutory debt limitation or restriction.

SECTION 11.02. Benefits of Installment Purchase Agreement Limited to Parties. Except as provided in Section 11.05 hereto, nothing contained herein, expressed or implied, is intended to give to any person other than the Purchaser or the Authority any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the Purchaser or the Authority shall be for the sole and exclusive benefit of the other party.

SECTION 11.03. Successor Is Deemed Included in all References to Predecessor. Whenever either the Purchaser or the Authority is named or referred to herein, such reference shall be deemed to

include the successor to the powers, duties and functions that are presently vested in the Purchaser or the Authority, and all agreements and covenants required hereby to be performed by or on behalf of the Purchaser or the Authority shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

SECTION 11.04. Waiver of Personal Liability. No director, officer or employee of the Purchaser shall be individually or personally liable for the payment of the Series 2020 Installment Payments, but nothing contained herein shall relieve any director, officer or employee of the Purchaser from the performance of any official duty provided by any applicable provisions of law or hereby.

SECTION 11.05. Third Party Beneficiary. The Trustee and the Insurer shall each be and is hereby made a third party beneficiary hereunder with all rights of a third party beneficiary and may enforce the provisions of this Agreement as if they were a party hereto.

SECTION 11.06. Article and Section Headings; Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith" and other words of similar import refer to this Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

SECTION 11.07. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the Purchaser or the Authority shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof. The Purchaser and the Authority hereby declare that they would have executed this Agreement, and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

SECTION 11.08. Assignment. This Agreement and any rights hereunder may be assigned by the Authority to the Trustee, as a whole or in part, without the necessity of obtaining the prior consent of the Purchaser.

SECTION 11.09. Net Contract. This Agreement shall be deemed and construed to be a net contract, and the Purchaser shall pay absolutely net during the term hereof the Series 2020 Installment Payments and all other payments required hereunder, free of any deductions and without abatement, diminution or set-off whatsoever.

SECTION 11.10. California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

SECTION 11.11. Notices. All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to the Purchaser: City of Oxnard
300 West Third Street
Oxnard, CA 93030
Attention: City Manager

If to the Authority: City of Oxnard Financing Authority
300 West Third Street
Oxnard, CA 93030
Attention: City Manager

SECTION 11.12. Effective Date. This Agreement shall become effective upon its execution and delivery, and shall terminate when the Purchase Price shall have been fully paid (or provision for the payment thereof shall have been made to the written satisfaction of the Authority).

SECTION 11.13. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

SECTION 11.14. Indemnification of Authority. The Purchaser hereby agrees to indemnify and hold harmless the Authority if and to the extent permitted by law, from and against all claims, advances, damages and losses, including legal fees and expenses, arising out of or in connection with the acceptance or the performance of its duties hereunder and under the Indenture; provided that no indemnification will be made for willful misconduct, negligence or breach of an obligation hereunder or under the Indenture by the Authority.

SECTION 11.15. Amendments Permitted. (a) This Agreement and the rights and obligations of the Authority, the Purchaser, the Owners of the Authority Bonds and of the Trustee may be modified or amended at any time, by an amendment hereto that shall become binding when the written consents of the Owners of a majority in aggregate principal amount of the Authority Bonds then Outstanding, exclusive of Authority Bonds disqualified as provided in Section 7.02 of the Indenture, shall have been filed with the Trustee; provided, however, that the Insurer shall be deemed the Owner of the Authority Bonds then Outstanding entitled to consent to such modification or amendment pursuant to this Section. No such modification or amendment shall –

(1) extend the stated maturities of the Authority Bonds, or reduce the rate of interest represented thereby, or extend the time of payment of interest, or reduce the amount of principal represented thereby, or reduce any premium payable on the prepayment thereof, without the consent of the Owner of each Authority Bond so affected, or

(2) reduce the aforesaid percentage of Owners of Authority Bonds whose consent is required for the execution of any amendment or modification of this Agreement, or

(3) modify any of the rights or obligations of the Trustee or the Authority without its respective written consent thereto.

(b) This Agreement and the rights and obligations of the Authority, the Purchaser and of the Owners of the Authority Bonds may also be modified or amended at any time, by an amendment hereto that shall become binding upon adoption, without the consent of the Owners of any Authority Bonds, but only to the extent permitted by law and only for any one or more of the following purposes-

(1) to add to the covenants and agreements of the Authority or the Purchaser contained in this Agreement other covenants and agreements thereafter to be observed or to surrender any right or power herein reserved to or conferred upon the Authority or the Purchaser so long as such limitation or surrender of such rights or powers shall not materially adversely affect the Owners of the Authority Bonds;

(2) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Agreement, or in any other respect whatsoever as the Authority or the Purchaser may deem necessary or desirable, provided under any circumstances that such modifications or amendments shall not materially adversely affect the interests of the Owners of the Authority Bonds in the reasonable judgment of the Authority;

(3) to maintain the exclusion of interest on the Series A Bonds from gross income for federal income tax purposes under the Code, if applicable; and

(4) to make such other amendments or modifications that do not materially adversely affect the interests of the Owners of the Authority Bonds.

(c) No amendment without consent of the Owners may modify any of the rights or obligations of the Trustee without its written consent thereto.

[Remainder of page intentionally left blank.]

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed and attested this Installment Purchase Agreement by their officers thereunto duly authorized as of the day and year first written above.

CITY OF OXNARD

By: _____
City Manager

CITY OF OXNARD FINANCING AUTHORITY

By: _____
Executive Director

-Signature Page-
Installment Purchase Agreement

EXHIBIT A

PURCHASE PRICE

1. The principal amount of payments to be made by the Purchaser hereunder is $_____.

2. The installment payments of principal and interest are payable ten days prior to each Interest Payment Date in the amounts set forth as follows:

Interest Payment Dates	Amount Attributable to Principal	Amount Attributable to Interest	Total

TABLE OF CONTENTS

Page

ARTICLE I
DEFINITIONS

SECTION 1.01. Definitions 1

ARTICLE II
REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the Purchaser 8
SECTION 2.02. Representations and Warranties by the Authority 8

ARTICLE III
ISSUANCE OF AUTHORITY BONDS; SALE AND PURCHASE OF THE PROJECT

SECTION 3.01. The Authority Bonds 9
SECTION 3.02. Appointment of Purchaser as Agent of Authority 9
SECTION 3.03. Sale and Purchase of the Improvements 9

ARTICLE IV
SERIES 2020 INSTALLMENT PAYMENTS

SECTION 4.01. Purchase Price 9
SECTION 4.02. Series 2020 Installment Payments 10
SECTION 4.03. Additional Payments 10

ARTICLE V
SECURITY

SECTION 5.01. Pledge of Net Water System Revenues 10
SECTION 5.02. Allocation of Net Water System Revenues 11
SECTION 5.03. Additional Obligations 12
SECTION 5.04. Investments 13

ARTICLE VI
COVENANTS OF THE PURCHASER

SECTION 6.01. Compliance with Installment Purchase Agreement and Ancillary Agreements 13
SECTION 6.02. Against Encumbrances 13
SECTION 6.03. Against Sale or Other Disposition of Property 14
SECTION 6.04. Maintenance and Operation of the Water System 14
SECTION 6.05. Payment of Claims 14

TABLE OF CONTENTS
(continued)

Page

SECTION 6.06. Insurance 14
SECTION 6.07. Accounting Records; Financial Statements and Other Records 15
SECTION 6.08. Protection of Security and Rights of the Authority 16
SECTION 6.09. Payment of Taxes and Compliance with Governmental Regulations 16
SECTION 6.10. Amount of Rates and Charges, Operating Reserves 16
SECTION 6.11. Collection of Rates and Charges 16
SECTION 6.12. Eminent Domain Proceeds 16
SECTION 6.13. Further Assurances 17
SECTION 6.14. Continuing Disclosure 17
SECTION 6.15. Tax Exempt Status of Series A Bonds 17
SECTION 6.16. Access to the Water System 18

ARTICLE VII
PREPAYMENT OF SERIES 2020 INSTALLMENT PAYMENTS

SECTION 7.01. Prepayment 18
SECTION 7.02. Method of Prepayment 18

ARTICLE VIII
EVENTS OF DEFAULT AND REMEDIES OF THE AUTHORITY

SECTION 8.01. Events of Default and Acceleration of Maturities 19
SECTION 8.02. Application of Funds Upon Acceleration 20
SECTION 8.03. Other Remedies of the Authority 20
SECTION 8.04. Non-Waiver 20
SECTION 8.05. Remedies Not Exclusive 21

ARTICLE IX
DISCHARGE OF OBLIGATIONS

SECTION 9.01. Discharge of Obligations 21

ARTICLE X
BOND INSURANCE PROVISIONS

SECTION 10.01. [TO COME] 22

ARTICLE XI
MISCELLANEOUS

SECTION 11.01. Liability of Purchaser Limited to Net Water System Revenues 22

TABLE OF CONTENTS
(continued)

Page

SECTION 11.02. Benefits of Installment Purchase Agreement Limited to Parties 22
SECTION 11.03. Successor Is Deemed Included in all References to Predecessor 22
SECTION 11.04. Waiver of Personal Liability 23
SECTION 11.05. Third Party Beneficiary 23
SECTION 11.06. Article and Section Headings; Gender and References 23
SECTION 11.07. Partial Invalidity 23
SECTION 11.08. Assignment 23
SECTION 11.09. Net Contract 23
SECTION 11.10. California Law 23
SECTION 11.11. Notices 23
SECTION 11.12. Effective Date 24
SECTION 11.13. Execution in Counterparts 24
SECTION 11.14. Indemnification of Authority 24
SECTION 11.15. Amendments Permitted 24

EXHIBIT A – PURCHASE PRICE A-1

INDENTURE OF TRUST

by and among the

CITY OF OXNARD FINANCING AUTHORITY

and

CITY OF OXNARD

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

Dated as of _____, 2020

Relating to

$_____
CITY OF OXNARD FINANCING AUTHORITY
WATER REVENUE BONDS
SERIES 2020A

And

$_____
CITY OF OXNARD FINANCING AUTHORITY
WATER REVENUE REFUNDING BONDS
SERIES 2020B (FEDERALLY TAXABLE)

INDENTURE OF TRUST

THIS INDENTURE OF TRUST, is dated as of _____, 2020, by and among the CITY OF OXNARD FINANCING AUTHORITY, a joint exercise of powers agency organized and existing under the laws of the State of California (the "Authority"), the CITY OF OXNARD, a charter city and a municipal corporation, duly organized and existing under the laws of the State of California (the "City"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, and being qualified to accept and administer the trusts hereby created, as Trustee (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Authority is a joint powers authority authorized to borrow money for the purpose of financing and refinancing public capital improvements; and

WHEREAS, the City owns and operates that certain water system referred to herein as the "Water System"; and

WHEREAS, the City desires to (a) finance new capital improvements to the Water System, as further described herein (collectively, the "Improvements") and (b) refund and defease all or a portion of the outstanding $_____ City of Oxnard Financing Authority Water Revenue Project Bonds Series 2010A (the "2010 Bonds") and its outstanding $_____ City of Oxnard Financing Authority Water Revenue Refunding Bonds Series 2012 (the "2012 Bonds") (together, the "Refunding"); and

WHEREAS, for the purpose of completing the Refunding and providing funds to the City to finance the Improvements, the Authority has determined to issue its Water Revenue Bonds, Series 2020A (the "Bonds") in the aggregate principal amount of $_____ and its Water Revenue Refunding Bonds, Series 2020B (Federally Taxable) (the "Series B Bonds" and together with the Series A Bonds, the "Bonds") in the aggregate principal amount of $_____, all pursuant to and secured by this Indenture in the manner provided herein; and

WHEREAS, the City and the Authority have determined that it is necessary and desirable to enter into an Installment Purchase Agreement, dated the date hereof (the "Installment Purchase Agreement"), pursuant to which the Authority will sell the Improvements to the City in consideration for Installment Payments equal in time and amount to the debt service on the Bonds; and

WHEREAS, the Authority has determined that to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and secured and to secure the payment of the principal thereof and interest and premium (if any) thereon, the Authority has authorized the execution and delivery of this Indenture; and

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

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that to secure the payment of the principal of and the interest and premium (if any) on all Bonds at any time issued and Outstanding under this Indenture, according to their tenor, and to secure the performance and observance of all the covenants

and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the owners thereof, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority does hereby covenant and agree with the Trustee, for the benefit of the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; AUTHORIZATION AND PURPOSE OF BONDS; EQUAL SECURITY

SECTION 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Indenture and of any Supplemental Indenture and of the Bonds and of any certificate, opinion, request or other documents herein mentioned have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined. In addition, all capitalized terms used herein and not otherwise defined in this Section 1.01 shall have the respective meanings given such terms in the Installment Purchase Agreement.

"Acquisition and Construction Fund" means the fund by that name established and held by the Trustee pursuant to Section 3.05.

"Additional Payments" means the payments so designated and required to be paid by the City pursuant to Section 4.03 of the Installment Purchase Agreement.

"Annual Debt Service" means, for each Bond Year with respect to the Bonds, the sum of (a) the interest payable on the Outstanding Bonds in such Bond Year, and (b) the principal amount of the Outstanding Bonds scheduled to be paid in such Bond Year.

"Authority" means the City of Oxnard Financing Authority, a joint exercise of powers agency duly organized and existing under and by virtue of the laws of the State of California.

"Authorized Investments" means any securities in which the City may legally invest funds subject to its control.

"Authorized Representative" means: (a) with respect to the Authority, its Chairman, Vice Chairman, Executive Director, Secretary or any other person designated as an Authorized Representative of the Authority by a Written Certificate of the Authority signed by its Chairman, Vice Chairman, Executive Director and filed with the City and the Trustee; and (b) with respect to the City, its Mayor, Mayor Pro Tem, City Manager, City Finance Director, City Clerk or any other person designated as an Authorized Representative of the City by a Written Certificate of the City signed by its Mayor, Mayor Pro Tem, City Manager, or City Clerk and filed with the Trustee.

"Bond Counsel" means (a) Best Best & Krieger LLP, or (b) any other attorney or firm of attorneys appointed by or acceptable to the City of nationally recognized experience in the issuance of obligations the interest on which is excludable from gross income for federal income tax purposes under the Code.

"Bond Law" means the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State, as in existence on the Closing Date or as thereafter amended from time to time.

"Bond Payment Fund" means the fund by that name established and held by the Trustee pursuant to Section 4.02(a).

"Bond Year" means any twelve-month period commencing on June 2 in a year and ending on the next succeeding June 1, both dates inclusive; except that the first Bond Year shall commence on the Closing Date and end on June 1, 2021.

"Bonds" means the City of Oxnard Financing Authority Water Revenue Bonds, Series 2020A, and the City of Oxnard Financing Authority Water Revenue Refunding Bonds, Series 2020B (Federally Taxable) issued and at any time Outstanding pursuant to the Bond Law and this Indenture.

"Business Day" means a day (other than a Saturday or a Sunday) on which banks are not required or authorized to remain closed in the city in which the Office of the Trustee is located.

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

"Closing Date" means _____, 2020, being the date of delivery of the Bonds to the Original Purchaser.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contracts" means the Installment Purchase Agreement and all contracts or leases of the City authorized and executed by the City under and pursuant to the laws of the State of California, the debt service, installment or lease payments under which are payable from the Net System Revenues on a parity with the Installment Purchase Agreement.

"Costs of Issuance" means all items of expense directly or indirectly relating to the authorization, issuance, sale and delivery of the Bonds, including but not limited to printing expenses, rating agency fees, filing and recording fees, fees, expenses and charges of the City, the Authority, the Trustee, and their respective counsel, including the Trustee's first annual administrative fee, costs of obtaining bond insurance, a Qualified Reserve Fund Credit Instrument or Permitted Investment for monies held in the funds and accounts created and held hereunder, fees, charges and disbursements of bond counsel, disclosure counsel and other attorneys, municipal advisors, accounting firms, consultants and other professionals, fees and charges for preparation, execution and safekeeping of the Bonds and any other cost, charge or fee in connection with the original issuance of the Bonds and the execution and delivery of the Installment Purchase Agreement.

"Costs of Issuance Fund" means the fund by that name established and held by the Trustee pursuant to Section 3.04.

"Depository" means DTC and its successors and assigns or if (a) the then Depository resigns from its functions as securities depository of the Bonds, or (b) the Authority discontinues use of the Depository pursuant to Section 2.12 hereof, any other securities depository which agrees to follow the procedures requested to be followed by a securities depository in connection with the Bonds and which is selected by the Authority with notice to the Trustee.

"Depository Participant" means a member of, or participant in, the Depository.

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

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

"Improvements" means any additions, betterments, extensions or improvements to the Water System, the design, acquisition or construction of which (together with the incidental costs and expenses related thereto) is to be financed by the proceeds of any Bonds or any Contracts, that may include improvements to both the water treatment (i.e. filter control replacement system, new clarifier and filter system, raw water reservoir improvements, vehicle and equipment replacement and storage tank repairs) and water distribution (i.e. water pipeline replacement, water distribution expansion and storage tank improvements).

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

"Independent Accountant" means any accountant or firm of such accountants appointed and paid by the City or the Authority, and who, or each of whom (a) is in fact independent and not under domination of the City or the Authority; (b) does not have any substantial interest, direct or indirect, with the City or the Authority; and (c) is not connected with the City or the Authority as an officer or employee of the City or the Authority, but who may be regularly retained to make annual or other audits of the books of or reports to the City or the Authority.

"Information Services" means Electronic Municipal Market Access System (referred to as "EMMA"), a facility of the Municipal Securities Rulemaking Board, at www.emma.msrb.org; provided, however, in accordance with then current guidelines of the Securities and Exchange Commission, Information Services shall mean such other organizations providing information with respect to called Bonds as the Authority may designate in writing to the Trustee.

"Installment Payments" means the payments required to be paid by the City pursuant to Section 4.02 of the Installment Purchase Agreement, including all prepayments thereof.

"Installment Purchase Agreement" means that certain Installment Purchase Agreement by and between the Authority and the City, with respect to the sale of the Improvements, dated as of _____, 2020, as originally executed and as it may from time to time be supplemented, modified or amended in accordance with the terms thereof and of this Indenture.

"Insurance Policy" shall mean the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Bonds when due.

"Insurer" means _____, or any successor thereto or assignee thereof.

"Interest Payment Date" means December 1 and June 1 in each year, beginning June 1, 2021, and continuing so long as any Bonds remain Outstanding.

"Maximum Annual Debt Service" in respect of any Bond Year means the largest of the sums obtained for that or any succeeding Bond Year after totaling the following for each such Bond Year:

(a) the principal amount of all Outstanding Bonds maturing or required to be redeemed by mandatory sinking account redemption in such Bond Year; and

(b) the interest that would be due during such Bond Year on the aggregate principal amount of Bonds which would be Outstanding in such Bond Year if the Bonds Outstanding on

the date of such computation were to mature or be redeemed in accordance with the applicable maturity or mandatory sinking account redemption schedule. At the time and for the purpose of making such computation, the amount of Bonds already retired in advance of the above mentioned schedule or schedules shall be deducted pro rata from the remaining amounts thereon.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Authority.

"Nominee" means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant hereto.

"Office" means the corporate trust office of the Trustee in Los Angeles, California, or at such other or additional offices as may be specified in writing to the Authority and the City except that with respect to presentation of Bonds for payment or for registration of transfer and exchange such term shall mean the designated corporate trust office or agency of the Trustee.

"Original Purchaser" means the original purchaser of the Bonds upon their delivery by the Trustee on the Closing Date.

"Outstanding," when used as of any particular time with reference to Bonds, means all Bonds theretofore, or thereupon being, authenticated and delivered by the Trustee under this Indenture except: (a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (b) Bonds with respect to which all liability of the Authority shall have been discharged in accordance with Section 10.03; and (c) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Trustee pursuant to this Indenture.

"Owner," when used with respect to any Bond, means the person in whose name the ownership of such Bond shall be registered on the Registration Books.

"Permitted Investments" means any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein (the Trustee is entitled to conclusively rely upon a Written Request of the City directing investments as a certification to the Trustee that such investments are legal investments), but only to the extent that the same are acquired at fair market value:

(1) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series — "SLGS")

(2) Direct obligations of the Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities.

(3) Resolution Funding Corp. ("REFCORP") Only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable.

(4) Pre-refunded municipal bonds rated "Aaa" by Moody's and "AA+" by S&P. If however, the issue is only rated by S&P (i.e., there is no Moody's rating), then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or "AA+" rated pre-refunded municipals to satisfy this condition.

(5) Obligations, debentures, notes or other evidence of indebtedness issued or fully and unconditionally guaranteed by any of the following: Federal Home Loan Bank System, Government National Mortgage Association, Farmer's Home Administration, Federal Home Loan Mortgage Corporation or Federal Housing Administration; provided, that with respect to the funds and accounts established under this Indenture, such obligations shall at no time exceed an amount equal to ten percent (10%) of the aggregate principal amount of the Bonds Outstanding.

(6) Deposit accounts, including time deposits, trust accounts, demand deposits, trust funds, overnight bank deposits, interest bearing deposits, interest bearing money market accounts, certificates of deposit (including those placed by a third party pursuant to an agreement between the City and the Trustee and its affiliates) or savings accounts (i) fully insured by the Federal Deposit Insurance Corporation or (ii) with banks whose short term obligations are rated no lower than A-1 by S&P and P-1 by Moody's, including those of the Trustee and its affiliates.

(7) Federal funds or banker's acceptances with a maximum term of one year of any bank that has an unsecured, uninsured and unguaranteed obligation rating of "Prime-1" or "A3" by Moody's and "A-l" or "A" or better by S&P (including the Trustee and its affiliates).

(8) Repurchase obligations with a term not exceeding 30 days pursuant to a written agreement between the Trustee and either a primary dealer on the Federal Reserve reporting dealer list which falls under the jurisdiction of the Securities Investor Protection Corporation ("SIPC") or a federally chartered commercial bank whose long term debt obligations are rated A or better by S&P and Moody's, with respect to any security described in clause (1); provided, that the securities which are the subject of such repurchase obligation (i) must be free and clear of all liens, (ii) in the case of a SIPC dealer, were not acquired pursuant to a repurchase or reverse repurchase agreement, (iii) must be deposited with the Trustee and maintained through weekly market valuations in an amount equal to 104% of the invested funds plus accrued interest; and further provided that the Trustee must have a valid first perfected security interest in such securities.

(9) Taxable government money market portfolios that have a rating by S&P of Am-G or Am or better and rated in one of the three highest rating categories of Moody's consisting of securities issued or guaranteed as to payment of principal and interest by the full faith and credit of the United States, subject to a maximum permissible limit equal to six months of principal and interest on the Bonds, including those for which the Trustee or an affiliate receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise.

(10) Tax-exempt government money market portfolios that have a rating by S&P of Am-G or Am or better and rated in one of the three highest rating categories of Moody's consisting of securities which are rated in the highest Rating Categories of S&P and Moody's subject to a maximum permissible limit equal to six months of principal and interest on the Bonds including those for which the Trustee or an affiliate receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise.

(11) Money market mutual funds registered under the Investment Company Act of 1940, the shares in which are registered under the Securities Act of 1933 and that have a rating by S&P of AAAm-G or AAAm and rated in one of the two highest Rating Categories of Moody's, including those managed or advised by the Trustee or its affiliates or for which the Trustee or an affiliate of the Trustee serves as administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives and

retains a fee for services provided to the fund, (ii) the Trustee collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee.

(12) Commercial paper having, at the time of investment or contractual commitment to invest therein, a rating from Moody's and S&P, of A1 and P1, respectively.

(13) Repurchase and reverse repurchase agreements collateralized with securities described in clause (1) of this definition, including those of the Trustee or any of its affiliates.

(14) The Local Agency Investment Fund of the State, created pursuant to Section 16429.1 of the California Government Code, to the extent the Trustee is authorized to register such investment in its name.

(15) Investment agreements, including guaranteed investment contracts ("GICs") forward purchase agreements and reserve fund put agreements with banks or other financial institutions rated, or guaranteed by institutions rated, or with senior unsecured debt rated, by S&P or Moody's, in one of the three highest rating categories assigned by such agencies.

(16) Any other investments which meet the criteria established by applicable published investment guidelines issued by each rating agency then rating the Bonds.

Ratings of Permitted Investments referred to herein shall be determined at the time of purchase of such Permitted Investments and without regard to rating subcategories. The Trustee shall have no responsibility to monitor the ratings of Permitted Investments after the initial purchase of such Permitted Investments or the responsibility to validate the ratings of Permitted Investments prior to the initial purchase.

"Qualified Reserve Fund Credit Instrument" means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank, national banking association or insurance company and deposited with the Trustee pursuant to Section 3.03(d) provided that all of the following requirements are met: (i) the long-term credit rating of such bank or insurance company at the time of delivery of such letter of credit or surety bond is rated in one of the two highest rating categories by Moody's or S&P and, if rated by A.M. Best & Company, a minimum rating of "A"; (ii) such letter of credit or surety bond or policy has a term which ends no earlier than the last Interest Payment Date of the Bonds; (iii) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement with respect to which funds are proposed to be released pursuant to Section 3.0(d); and (iv) the Trustee is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the amounts available to repay the principal of and interest on the Bonds.

"Record Date" means, with respect to any Interest Payment Date, the fifteenth (15th) calendar day of the month preceding such Interest Payment Date.

"Redemption Fund" means the fund by that name established and held by the Trustee pursuant to Section 4.02(c).

"Registration Books" means the books maintained by the Trustee pursuant to Section 2.07 for the registration and transfer of ownership of the Bonds.

"Reserve Fund" means the fund by that name established and held by the Trustee pursuant to Section 3.03.

"Reserve Policy" means the debt service reserve insurance policy issued by the Insurer and deposited to the credit of the Reserve Fund in satisfaction of the Reserve Requirement on the Closing Date for the Bonds. The Reserve Policy constitutes a Qualified Reserve Fund Credit Instrument for all purposes of this Indenture.

"Reserve Requirement" means, as of any date of calculation by the City, the least of (i) ten percent (10%) of the original issue price of the Bonds (or, if there is less than 2% net original issue discount or premium, 10% of the original stated principal amount of the Bonds); (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date; or (iii) the Maximum Annual Debt Service on the Bonds.

"Responsible Officer" means any President, Managing Director, Vice President, Assistant Vice President, Treasurer, Assistant Treasurer, Assistant Secretary, Associate, Senior Associate or any other officer of the Trustee in the Office of the Trustee in Los Angeles, California (or any successor corporate trust office) having regular responsibility for corporate trust matters and having direct responsibility for the administration of this Indenture.

"Revenue Fund" means the fund by that name established and held by the Trustee pursuant to Section 4.02.

"Revenues" means (a) all amounts received by the Authority or the Trustee pursuant, or with respect, to the Installment Purchase Agreement, including, without limiting the generality of the foregoing, all of the Installment Payments (including both timely and delinquent payments, any late charges, and whether paid from any source), prepayments, insurance proceeds, and condemnation proceeds, but excluding any Additional Payments; (b) all moneys and amounts held in the funds and accounts established hereunder; and (c) investment income with respect to any moneys held by the Trustee hereunder.

"S&P" means S&P Global Ratings, a corporation organized and existing under the laws of the State of New York, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Authority.

"Securities Depositories" means The Depository Trust Company, New York, New York and its successors and assigns or if (i) the then Securities Depository resigns from its functions as depository of the Bonds or (ii) the Authority discontinues use of the then Securities Depository pursuant to Section 2.12, any other securities depository which agrees to follow the procedures required to be followed by a securities depository in connection with the Bonds and which is selected by the Authority.

"Series A Bonds" means the City of Oxnard Financing Authority Water Revenue Bonds, Series A.

"Series A Bonds Costs of Issuance Account" means the account by that name established under Section 3.04(a).

"Series B Bonds" means the City of Oxnard Financing Authority Water Revenue Refunding Bonds, Series 2020B (Federally Taxable).

"Series B Bonds Costs of Issuance Account" means the account by that name established under Section 3.04(b).

"State" means the State of California.

"Supplemental Indenture" means any indenture, agreement, resolution or other instrument hereafter duly adopted or executed in accordance with the provisions of Section 7.01 of this Indenture.

"Tax Certificate" means the Tax Exemption Certificate or similar federal tax certificate entered into with respect to the issuance of the Bonds.

"Tax Regulations" means temporary and permanent regulations promulgated under or with respect to Section 103 of the Code.

"Trustee" means Wells Fargo Bank, National Association, appointed by the Authority to act as trustee hereunder pursuant to Section 6.01, and its assigns or any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

"Written Certificate", "Written Request" and "Written Requisition" of the Authority or the City mean, respectively, a written certificate, request or requisition signed in the name of the Authority or the City by its Authorized Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

SECTION 1.02. Rules of Construction. All references in this Indenture to "Articles," "Sections," and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.03. Equal Security. In consideration of the acceptance of the Bonds by the Owners thereof, this Indenture shall be deemed to be and shall constitute a contract among the Authority, the City, the Trustee and the Owners from time to time of the Bonds; and the covenants and agreements herein set forth to be performed on behalf of the Authority shall be for the equal and proportionate benefit, security and protection of all Owners of the Bonds without preference, priority or distinction as to security or otherwise of any of the Bonds over any of the others by reason of the number or date thereof or the time of sale, execution or delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.01. Authorization of Bonds. The Authority has reviewed all proceedings heretofore taken relative to the authorization of the Bonds and has found, as a result of such review, and hereby finds and determines that, as of the date of issuance of the Bonds, all things, conditions, and acts required by law to exist, happen and be performed precedent to and in the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Authority is now authorized, pursuant to the Bond Law and each and every requirement of law, to issue the Bonds in the manner and form provided in this Indenture. Accordingly, the Authority hereby authorizes the issuance of the Bonds pursuant to the Bond Law and this Indenture.

SECTION 2.02. Terms of Bonds. (a) The Bonds authorized to be issued by the Authority under and subject to the Bond Law and the terms of this Indenture shall be designated the "City of Oxnard Financing Authority Water Revenue Bonds, Series 2020A" and shall be issued in the original principal amount of $_____ and "City of Oxnard Financing Authority Water Revenue Refunding Bonds, Series 2020B (Federally Taxable)" and shall be issued in the original principal amount of $_____.

(b) The Series A Bonds shall be issued in fully registered form without coupons in denominations of $5,000 or any integral multiple thereof, so long as no Series A Bond shall have more than one maturity date. The Series A Bonds shall be dated the Closing Date, shall mature on June 1 in each of the years and in the amounts, and shall bear interest at the rates, as follows:

Maturity Date (June 1)	**Principal Amount**	**Interest Rate Per Annum**

(c) The Series B Bonds shall be issued in fully registered form without coupons in denominations of $5,000 or any integral multiple thereof, so long as no Series B Bond shall have more than one maturity date. The Series B Bonds shall be dated the Closing Date, shall mature on June 1 in each of the years and in the amounts, and shall bear interest at the rates, as follows:

Maturity Date (June 1)	**Principal Amount**	**Interest Rate Per Annum**

(d) Interest on the Bonds shall be payable semiannually calculated based on a 360-day year of twelve (12) thirty-day months on each Interest Payment Date to the person whose name appears on the Registration Books as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date, such interest to be paid by check of the Trustee mailed on the Interest Payment Date by first class mail to the Owner at the address of such Owner as its appears on the Registration Books; provided however, that payment of interest will be made by wire transfer in immediately available funds to an account at a financial institution in the United States of America to any Owner of Bonds in the aggregate principal amount of $1,000,000 or more who shall furnish written wire instructions to the Trustee before the applicable Record Date. Any such written request shall remain in effect until rescinded in writing by the Owner. Principal of any Bond and any premium upon redemption shall be paid by check or wire of the Trustee upon presentation and surrender thereof at the Office of the Trustee. Principal of and interest and premium (if any) on the Bonds shall be payable in lawful money of the United States of America.

Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) unless it is authenticated on or before the first Record Date, in which event it shall bear interest from the Closing Date; provided, however, that if, as of the date of authentication of any Bond, interest thereon is in default, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

SECTION 2.03. Redemption of Bonds.

(a) Special Mandatory Redemption. The Bonds shall be subject to special mandatory redemption as a whole or in part, on any date, from proceeds of an eminent domain award or proceeds of casualty insurance not used to repair or rebuild the Water System, which proceeds may be used for such purpose pursuant to Sections 6.06 or 6.12 of the Installment Purchase Agreement, at a redemption price equal to the principal amount of the Bonds to be redeemed plus interest accrued thereon to the date fixed for redemption, without premium.

(b) Optional Redemption from Prepayments of Installment Payments. (1) Series A Bonds. The Series A Bonds maturing on or before June 1, ____ shall not be subject to optional redemption prior to maturity. The Series A Bonds maturing on June 1, ____ shall be subject to redemption prior to their maturity date, at the option of the Authority, randomly within a maturity on any date on or after June 1, ____, from prepayment of Installment Payments made at the option of the City at the redemption price equal to the principal amount of the Series A Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

(2) Series B Bonds. The Series B Bonds maturing on or before June 1, ____ shall not be subject to optional redemption prior to maturity. The Series B Bonds maturing on June 1, ____ shall be subject to redemption prior to their maturity date, at the option of the Authority, randomly within a maturity on any date on or after June 1, ____, from prepayment of Installment Payments made at the option of the City at the redemption price equal to the principal amount of the Series B Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

(c) Mandatory Sinking Fund Redemption.

(1) Series A Bonds. The Series A Bonds maturing on June 1, ____ are also subject to redemption prior to their stated maturity, on June 1 in each year, commencing June 1, ____, in part randomly, from mandatory sinking account payments at a redemption price equal to the principal amount thereof, plus accrued interest, if any, to the redemption date, without premium, as set forth below in the aggregate respective principal amounts and on the respective dates as set forth in the following tables; provided, however, that if some but not all of such Series A Bonds have been redeemed pursuant to optional or special mandatory redemption provisions of the Indenture, the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of such Series A Bonds so redeemed, to be allocated among such sinking fund payments on a pro rata basis as nearly as possible in integral multiples of $5,000. The City shall provide the Trustee with a revised sinking fund schedule.

Schedule of Mandatory Sinking Fund Redemptions
Series A Term Bonds Maturing June 1, ____

Redemption Date (June 1)	**Principal Amount**
(maturity)	

(2) Series B Bonds. The Series B Bonds maturing on June 1, ____ are also subject to redemption prior to their stated maturity, on June 1 in each year, commencing June 1, ____, in part randomly, from mandatory sinking account payments at a redemption price equal to the

principal amount thereof, plus accrued interest, if any, to the redemption date, without premium, as set forth below in the aggregate respective principal amounts and on the respective dates as set forth in the following tables; provided, however, that if some but not all of such Series B Bonds have been redeemed pursuant to optional or special mandatory redemption provisions of the Indenture, the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of such Series B Bonds so redeemed, to be allocated among such sinking fund payments on a pro rata basis as nearly as possible in integral multiples of $5,000. The City shall provide the Trustee with a revised sinking fund schedule.

Schedule of Mandatory Sinking Fund Redemptions
Series B Term Bonds Maturing June 1, ____

Redemption Date (June 1)	**Principal Amount**
(maturity)	

(d) Notice of Redemption. The Trustee on behalf and at the expense of the Authority shall send (by first class mail or other means acceptable to the recipient thereof) notice of any redemption to: (i) the respective Owners of any Bonds designated for redemption, at least twenty (20) but not more than sixty (60) days prior to the redemption date, at their respective addresses appearing on the Registration Books, and (ii) the Securities Depositories and to one or more Information Services, at least twenty (20) but not more than sixty (60) days prior to the redemption; provided, however, that neither failure to receive any such notice so mailed nor any defect therein shall affect the validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon. In addition to mailed notice, the notice to the Securities Depositories and Information Service shall be given by telephonically confirmed facsimile transmission or overnight delivery service or by such other means approved by such institutions. Such notice shall state the series of Bonds to be redeemed, the date of the notice, the redemption date, the redemption place and the redemption price and shall designate the CUSIP numbers, the bond numbers and the maturity or maturities (in the event of redemption of all of the Bonds of such maturity or maturities in whole) of the Bonds to be redeemed, and shall require that such Bonds be then surrendered at the Office of the Trustee for redemption at the redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date. Neither the Authority nor the Trustee shall have any responsibility for any defect in the CUSIP number that appears on any Bond or in any redemption notice with respect thereto, and any such redemption notice may contain a statement to the effect that CUSIP numbers have been assigned by an independent service for convenience of reference and that neither the Authority nor the Trustee shall be liable for any inaccuracy in such CUSIP numbers.

Any notice given pursuant to this paragraph may be conditional and/or rescinded by written notice given to the Trustee by the Authority and the Trustee shall provide notice of such rescission as soon thereafter as practicable in the same manner, and to the same recipients, as notice of such redemption was given pursuant to this Section.

(e) Selection of Bonds for Redemption. Whenever provision is made in the foregoing subsection (a) or (b) of this Section for the redemption of Bonds of more than one maturity, the Bonds to be redeemed shall be selected among series of Bonds in a manner determined in writing by the Authority and in inverse order of maturity or, at the election of the Authority evidenced by a Written Request of the Authority filed with the Trustee at least sixty (60) days prior to the date of redemption, on a pro rata basis

among maturities as nearly as possible given authorized denominations (provided that, in any event, the principal and interest due on the Bonds Outstanding following such redemption shall be equal in time and amount to the unpaid payments due under the Installment Purchase Agreement); and in each case, the Trustee shall select the Bonds to be redeemed within any maturity randomly in any manner which the Trustee in its sole discretion shall deem appropriate. For purposes of such selection, all Bonds shall be deemed to be comprised of separate $5,000 portions and such portions shall be treated as separate Bonds which may be separately redeemed.

(f) Partial Redemption of Bonds. In the event only a portion of any Bond is called for redemption, then upon surrender of such Bond the Authority shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Authority, a new Bond or Bonds of the same series and maturity date, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond to be redeemed.

(g) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of and interest (and premium, if any) on the Bonds so called for redemption shall have been duly provided, such Bonds so called shall cease to be entitled to any benefit under this Indenture other than the right to receive payment of the redemption price, and no interest shall accrue thereon from and after the redemption date specified in such notice. All Bonds redeemed pursuant to this Section shall be canceled and shall be destroyed by the Trustee.

SECTION 2.04. Forms of Bonds. The Series A Bonds, the form of Trustee's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the respective forms set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture. The Series B Bonds, the form of Trustee's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the respective forms set forth in Exhibit B attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

SECTION 2.05. Execution of Bonds. The Bonds shall be signed in the name and on behalf of the Authority with the manual or facsimile signature of its President and attested by the manual or facsimile signature of its Secretary. The Bonds shall then be delivered to the Trustee for authentication by it. In case any officer who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been authenticated or delivered by the Trustee or issued by the Authority, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Authority as though the individual who signed the same had continued to be such officer of the Authority. Also, any Bond may be signed on behalf of the Authority by any individual who on the actual date of the execution of such Bond shall be the proper officer although on the nominal date of such Bond such individual shall not have been such officer.

Only those Bonds that bear thereon a certificate of authentication in substantially the forms set forth in Exhibit A of Exhibit B, manually or electronically executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

SECTION 2.06. Transfer and Exchange of Bonds.

(a) Transfer of Bonds. The registration of any Bond may, in accordance with its terms, be transferred upon the Registration Books by the person in whose name it is registered, in person or by his

duly authorized attorney, upon surrender of such Bond for cancellation at the Office of the Trustee, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. Whenever any Bond or Bonds shall be surrendered for registration of transfer, the Trustee shall execute and deliver a new Bond or Bonds of the same series, maturity, interest rate and aggregate principal amount, in any authorized denominations. The Authority shall pay all costs of the Trustee incurred in connection with any such transfer, except that the Trustee may require the payment by the Bond Owner of any tax or other governmental charge required to be paid with respect to such transfer.

Prior to any transfer of the Bonds outside of the book-entry system (including, but not limited to, the initial transfer outside the book-entry system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045 as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

(b) Exchange of Bonds. Bonds may be exchanged at the Office of the Trustee, for a like aggregate principal amount of Bonds of other authorized denominations of the same series, interest rate and maturity. The Authority shall pay all costs of the Trustee incurred in connection with any such exchange, except that the Trustee may require the payment by the Bond Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

(c) Limitations on Transfer or Exchange. The Trustee may refuse to transfer or exchange either (i) any Bond during the period established by the Trustee for the selection of Bonds for redemption pursuant to Section 2.03, or (ii) the portion of any Bond which the Trustee has selected for redemption pursuant to the provisions of Section 2.03.

SECTION 2.07. Registration Books. The Trustee will keep or cause to be kept, at its Office, sufficient records for the registration and transfer of the Bonds, which shall at all times during normal business hours, and upon reasonable notice, be open to inspection by the City and the Authority; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on the Registration Books, Bonds as hereinbefore provided.

SECTION 2.08. Issuance in Temporary Form. The Bonds may be issued initially in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the Authority and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the Authority and be registered and authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Bonds. If the Authority issues temporary Bonds, it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds may be surrendered, for cancellation, in exchange therefor at the Office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Indenture as definitive Bonds authenticated and delivered hereunder.

SECTION 2.09. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the Authority, at the expense of the Owner of said Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like series, tenor and authorized denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be canceled by it and delivered to,

or upon the order of, the Authority. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence be satisfactory to the Trustee and indemnity for the Authority and the Trustee satisfactory to the Trustee shall be given, the Authority, at the expense of the Bond Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like maturity and tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Trustee may pay the same without surrender thereof upon receipt of indemnity for the Authority and the Trustee satisfactory to the Trustee). The Authority may require payment of a reasonable fee for each new Bond issued under this Section and of the expenses which may be incurred by the Authority and the Trustee. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original contractual obligation on the part of the Authority whether or not the Bond alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Indenture with all other Bonds secured by this Indenture.

SECTION 2.10. Book-Entry System; Limited Obligation. The Bonds shall be initially executed, authenticated and delivered in the form of a separate single fully registered Bond (which may be typewritten) for each of the maturities of the Bonds. Upon initial execution, authentication and delivery, the ownership of each such global Bond shall be registered in the Bond Register in the name of the Nominee as nominee of the Depository. Except as provided in Section 2.12 hereof, all of the Outstanding Bonds shall be registered in the Bond Register kept by the Trustee in the name of the Nominee and the Bonds may be transferred, in whole but not in part, only to the Depository, to a successor Depository or to another nominee of the Depository or of a successor Depository. Each global Bond shall bear a legend substantially to the following effect: "UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE INDENTURE) TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN."

With respect to Bonds registered in the Bond Register in the name of the Nominee, the Authority and the Trustee shall have no responsibility or obligation to any Depository Participant or to any person on behalf of which such a Depository Participant holds a beneficial interest in the Bonds. Without limiting the immediately preceding sentence, the Authority and the Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Nominee or any Depository Participant with respect to any beneficial ownership interest in the Bonds, (b) the delivery to any Depository Participant, beneficial owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any Redemption Notice, (c) the selection by the Depository and the Depository Participants of the beneficial interests in the Bonds to be redeemed in part, or (d) the payment to any Depository Participant, beneficial owner or any other person, other than the Depository, of any amount with respect to principal of, interest on, or premium, if any, of the Bonds. The Authority and the Trustee may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute Owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on, the Bond, for the purpose of giving Redemption Notices with respect to the Bonds and other notices with respect to the Bonds, and for all other purposes whatsoever, including, without limitation, registering transfers with respect to the Bonds.

The Trustee shall pay all principal of, premium, if any, and interest on, the Bonds only to or upon the order of the respective Bond Owners, as shown in the Bond Register kept by the Trustee, or their respective attorneys duly authorized in writing, and all such payments shall be valid hereunder with respect to payment of principal of, premium, if any, and interest on, the Bonds to the extent of the sum or sums so paid. No person other than a Bond Owner, as shown in the Bond Register, shall receive a Bond evidencing the obligation to make payments of principal of, premium, if any, and interest on, such Bond pursuant to this Indenture. Upon delivery by the Depository to the Trustee and the Authority of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Indenture shall refer to such new nominee of the Depository.

SECTION 2.11. Representation Letter. To qualify the Bonds for the Depository's book-entry system, the Authorized Representative is hereby authorized to execute, countersign and deliver on behalf of the Authority to such Depository a letter from the Authority representing such matters as shall be necessary to so qualify the Bonds (the "Representation Letter"). The execution and delivery of the Representation Letter shall not in any way limit the provisions of Section 2.10 hereof or in any other way impose upon the Authority or the City any obligation whatsoever with respect to persons having beneficial interests in the Bonds other than the Owners, as shown in the Bond Register kept by the Trustee. In the written acceptance by the Trustee of the Representation Letter, the Trustee shall agree, and hereby agrees, to take all actions necessary for all representations of the Trustee in the Representation Letter with respect to the Trustee to at all times be complied with. In addition to the execution and delivery of the Representation Letter, the Authority Representative and all other officers of the Authority, and their respective deputies and designees, each is hereby authorized to take any other actions, not inconsistent with this Indenture, to qualify the Bonds for the Depository's book-entry program.

SECTION 2.12. Transfers Outside Book-Entry System. If at any time the Depository notifies the Authority that it is unwilling or unable to continue as Depository with respect to the Bonds or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Depository is not appointed by the Authority within 90 days after the Authority receives notice or becomes aware of such condition, as the case may be, Section 2.10 hereof shall no longer be applicable and the Authority shall execute and the Trustee shall authenticate and deliver bonds representing the Bonds as provided below. In addition, the Authority may determine at any time that the Bonds shall no longer be represented by global bonds and that the provisions of Section 2.10 hereof shall no longer apply to the Bonds. In any such event the Authority shall execute and the Trustee shall authenticate and deliver bonds representing the Bonds as provided below. Bonds executed, authenticated and delivered in exchange for global bonds pursuant to this Section 2.12 shall be registered in such names and delivered in such Authorized Denominations as the Depository, pursuant to instructions from the Depository Participants or otherwise, shall instruct the Authority and the Trustee. The Trustee shall deliver such bonds representing the Bonds to the persons in whose names such Bonds are so registered.

If the Authority determines to replace the Depository with another qualified securities depository, the Authority shall prepare or cause to be prepared a new fully-registered global bond for each of the maturities of the Bonds, registered in the name of such successor or substitute securities depository or its nominee, or make such other arrangements as are acceptable to the Authority, the Trustee and such securities depository and not inconsistent with the terms of this Indenture.

SECTION 2.13. Payments and Notices to the Nominee. Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of the Nominee, all payments of principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall

be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.

SECTION 2.14. Initial Depository and Nominee. The initial Depository under this Indenture shall be DTC. The initial Nominee shall be Cede & Co., as nominee of DTC.

ARTICLE III

ISSUANCE OF BONDS AND APPLICATION OF PROCEEDS

SECTION 3.01. Issuance of Bonds. Upon the execution and delivery of this Indenture, the Authority shall execute and deliver Series A Bonds in the aggregate principal amount of $_____, and Series B Bonds in the aggregate principal amount of $_____, and shall deliver the Bonds to the Trustee for authentication and delivery to the Original Purchaser upon the Written Request of the Authority.

SECTION 3.02. Application of Proceeds and Other Moneys. (1) Series A Bond Proceeds. Upon the receipt of payment for the Series A Bonds on the Closing Date, the Trustee shall deposit the net amount of the proceeds of the Series A Bonds as follows:

(a) The Trustee shall deposit into the Series A Bonds Costs of Issuance Account of the Costs of Issuance Fund the amount of $_____.

(b) The Trustee shall deposit into the Acquisition and Construction Fund the amount of $_____.

(c) The Trustee shall transfer to Wells Fargo Bank, National Association, the escrow agent for the Refunding of the 2010 Bonds the amount of $_____.

(d) The Trustee shall credit the Reserve Policy to the Reserve Fund to satisfy the Reserve Requirement.

(2) Series B Bond Proceeds. Upon the receipt of payment for the Series B Bonds on the Closing Date, the Trustee shall deposit the net amount of the proceeds of the Series B Bonds as follows:

(a) The Trustee shall deposit into the Series B Bonds Costs of Issuance Account of the Costs of Issuance Fund the amount of $_____.

(b) The Trustee shall transfer to Wells Fargo Bank, National Association, the escrow agent for the Refunding of the 2012 Bonds the amount of $_____.

(c) The Trustee shall credit the Reserve Policy to the Reserve Fund to satisfy the Reserve Requirement.

The Trustee may, in its discretion, establish a temporary fund or account or subaccount in its books and records to facilitate such deposits.

SECTION 3.03. Reserve Fund. (a) There is hereby created a separate fund to be known as the "Reserve Fund," which shall be held in trust by the Trustee. An amount equal to the Reserve Requirement

shall be maintained in the Reserve Fund at all times, subject to the provisions of Section 4.02(b), and any deficiency therein shall be replenished from the first available Revenues pursuant to Section 4.02(b).

(b) Moneys in the Reserve Fund shall be used solely for the purpose of paying the principal of and interest on the Bonds, including the redemption price of the Bonds coming due and payable by operation of mandatory sinking fund redemption pursuant to Section 2.03(c), if the moneys in the Bond Payment Fund are insufficient therefor. If the amount on deposit in the Bond Payment Fund on any date is insufficient to enable the Trustee to pay in full the aggregate amount of principal of and interest on the Bonds coming due and payable, including the redemption price of the Bonds coming due and payable by operation of mandatory sinking fund redemption pursuant to Section 2.03(c), the Trustee shall withdraw the amount of such insufficiency from the Reserve Fund and transfer such amount to the Bond Payment Fund.

(c) If the amount on deposit in the Reserve Fund exceeds the Reserve Requirement on the fifteenth (15th) calendar day of the month preceding any Interest Payment Date, the amount of such excess shall be withdrawn therefrom by the Trustee and transferred to the Bond Payment Fund and credited against the Installment Payment or Installment Payments next due from the City.

(d) The Authority may fund all or a portion of the Reserve Requirement with one or more Qualified Reserve Fund Credit Instruments. Upon deposit of any Qualified Reserve Fund Credit Instrument with the Trustee, the Trustee shall transfer any excess amounts then on deposit in the Reserve Fund into a segregated account of the Bond Payment Fund, which monies shall be applied at the written direction of the Authority either (i) to the payment within one year of the date of transfer of capital expenditures of the Authority permitted by law, or (ii) to the redemption of Bonds on the earliest succeeding date on which such redemption is permitted hereby, and pending such application shall be held either not invested in investment property (as defined in section 148(b) of the Code), or invested in such property to produce a yield that is not in excess of the yield on the Bonds; provided, however, that the Authority may by written direction to the Trustee cause an alternative use of such amounts if the Authority shall first have obtained a written opinion of nationally recognized bond counsel substantially to the effect that such alternative use will not adversely affect the exclusion pursuant to section 103 of the Code of interest on the Bonds from the gross income of the owners thereof for federal income tax purposes.

In any case where the Reserve Fund is funded with a combination of cash and a Qualified Reserve Fund Credit Instrument, the Trustee shall deplete all cash balances before drawing on the Qualified Reserve Fund Credit Instrument. With regard to replenishment, any available moneys provided by the Authority shall be used first to reinstate the Qualified Reserve Fund Credit Instrument and second, to replenish the cash in the Reserve Fund. If the Qualified Reserve Fund Credit Instrument is drawn upon, the Authority shall make payment of interest on amounts advanced under the Qualified Reserve Fund Credit Instrument after making any payments pursuant to subsection (a) of Section 4.02.

If the Qualified Reserve Fund Credit Instrument will lapse or expire, the Trustee shall draw upon such Qualified Reserve Fund Credit Instrument prior to its lapsing or expiring in the full amount of such Qualified Reserve Fund Credit Instrument, make deposits from available Revenues to the Reserve Fund to increase the amount on deposit therein to the Reserve Requirement or the Authority shall substitute such Qualified Reserve Fund Credit Instrument with a Qualified Reserve Fund Credit Instrument that satisfies the requirements of this subsection (d).

On the Closing Date, the Trustee will deposit the Reserve Policy into the Reserve Fund to satisfy the Reserve Requirement. So long as the Reserve Policy is in effect, the provisions of [Section 9.02] hereof shall govern with respect to the Reserve Policy.

SECTION 3.04. Costs of Issuance Fund. The Trustee shall establish, maintain and hold in trust a separate fund to be known as the "Costs of Issuance Fund," and under which shall be established the "Series A Bonds Costs of Issuance Account" and the "Series B Bonds Costs of Issuance Account." Except as otherwise provided herein, moneys in each account of the Costs of Issuance Fund shall be used solely for the payment of the Costs of Issuance. The Trustee shall disburse moneys in each account of the Costs of Issuance Fund from time to time to pay Costs of Issuance (or to reimburse the Authority for payment of Costs of Issuance) upon receipt by the Trustee of a Written Request of the Authority, substantially in the form attached hereto as Exhibit C. Each such Written Request of the Authority shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. Upon the earlier of 180 days from the Closing Date or the filing with the Trustee of a Written Certificate of the Authority stating that all Costs of Issuance have been paid, the Trustee shall withdraw all amounts then on deposit in the Costs of Issuance Fund and transfer such amounts to the Acquisition and Construction Fund or, if all Acquisition and Construction Costs have been paid as evidenced by a Written Certificate of the City, to the Bond Payment Fund, and the Costs of Issuance Fund shall then be closed.

SECTION 3.05. Acquisition and Construction Fund. The Trustee shall establish, maintain and hold in trust a separate fund to be known as the "Acquisition and Construction Fund." Except as otherwise provided herein, moneys in the Acquisition and Construction Fund shall be used solely for the payment of Acquisition and Construction Costs, as defined in the Installment Purchase Agreement. Before any payment from the Acquisition and Construction Fund shall be made, the City shall file or cause to be filed with the Trustee, a Requisition of the City which shall be substantially in the form attached hereto as Exhibit D. The Trustee shall be entitled to rely on the representations of the City contained in such Requisition and shall not be required to independently verify the contents of such Requisition.

Within five (5) Business Days following receipt of each such Requisition, the Trustee shall pay the amount set forth in such Requisition as directed by the terms thereof out of the Acquisition and Construction Fund. Upon the Written Request of the City accompanied by a Written Certificate of the City stating that all Acquisition and Construction Costs have been paid or provision made for their payment, any unexpended moneys in the Acquisition and Construction Fund may be used to pay the costs associated with any other improvements to the Water System, provided that in the opinion of Bond Counsel such use of the proceeds of the Bonds shall not adversely affect the exclusion of interest on the Bonds from gross income of the owners thereof. Any unexpended moneys in the Acquisition and Construction Fund subsequent to the payment of all Acquisition and Construction Costs which are not used to pay the cost of other improvements to the Water System shall be transferred to the Bond Payment Fund upon receipt by the Trustee of a Written Request of the City accompanied by a Written Certificate of the City stating that all Acquisition and Construction Costs have been paid or provision made for their payment, and the Acquisition and Construction Fund shall then be closed.

SECTION 3.06. Validity of Bonds. The validity of the authorization and issuance of the Bonds shall not be affected in any way by any proceedings taken by the Authority or the Trustee with respect to or in connection with the Installment Purchase Agreement and the recital contained in the Bonds that the same are issued pursuant to the Bond Law shall be conclusive evidence of their validity and of the regularity of their issuance.

ARTICLE IV

REVENUES; FLOW OF FUNDS

SECTION 4.01. Collateral Assignment of Revenues and of the Installment Purchase Agreement. The Authority hereby assigns to the Trustee, on behalf of the Owners, as additional security for its obligations hereunder, all of the Authority's right, title and interest to and in the Revenues and all of the right, title and interest (but none of the obligations) of the Authority in the Installment Purchase Agreement (other than the rights of the Authority under Sections 8.03 and 11.14 thereof and the Authority's rights to give consents and approvals thereunder, including, without limitation, to amendments thereof); provided, that should the Authority well and truly pay or cause to be paid the principal of the Bonds with interest thereon in accordance with the terms thereof, and perform all other obligations of the Authority hereunder, then such assignment shall cease, determine and become void and the Trustee shall acknowledge and deliver to the Authority such instruments of satisfaction or release thereof as may reasonably be prepared and requested by or on behalf of the Authority. Subject to Section 4.03, all Revenues the Trustee collects and receives shall be applied to the payment of principal of and interest and premium (if any) on the Bonds equally, without priority for series, issue, number or date, in accordance with the terms hereof. So long as any of the Bonds are Outstanding, the Revenues and such moneys shall not be used for any other purpose; except that a portion of the Revenues may be used for purposes as expressly permitted by Section 4.02 hereof.

The assignment under this section to the Trustee is solely in the Trustee's capacity as Trustee under this Indenture and the duties, powers and liabilities of the Trustee in acting pursuant to such assignment shall be subject to the provisions of this Indenture, including, without limitation, the provisions of Article VI hereof. The Trustee shall not be responsible for any representations, warranties, covenants or obligations of the Authority.

SECTION 4.02. Receipt, Deposit and Application of Revenues. Except as provided in Section 4.03 hereof with regard to the deposit of earnings on investments, all of the Revenues shall be deposited by the Trustee immediately upon receipt in the Revenue Fund (which the Trustee shall establish and hold in trust hereunder) or as otherwise instructed by the City. Amounts in the Revenue Fund shall be applied solely for the uses and purposes set forth herein. The Trustee shall withdraw amounts on deposit in the Revenue Fund and apply such amounts at the times and for the purposes, and in the priority, as follows:

(a) Bond Payment Fund. On or before each Interest Payment Date, so long as any Bonds remain Outstanding hereunder, the Trustee shall withdraw from the Revenue Fund and deposit into the Bond Payment Fund (which the Trustee shall establish and hold in trust hereunder) an amount which, together with other available amounts then on deposit in the Bond Payment Fund, is at least equal to the sum of (i) the aggregate amount of principal of and interest coming due and payable on the Bonds on such Interest Payment Date, (ii) the principal amount Bonds maturing on such Interest Payment Date, and (iii) the redemption price of the Term Bonds coming due and payable on such Interest Payment Date by operation of mandatory sinking fund redemption pursuant to Section 2.03(c).

Amounts in the Bond Payment Fund shall be applied by the Trustee solely for the purpose of paying the principal of and interest on the Outstanding Bonds when and as such principal and interest becomes due and payable (including accrued interest on any Bonds purchased or redeemed pursuant hereto), and for the purpose of paying the principal of the Term Bonds at the maturity thereof or upon the mandatory sinking fund redemption thereof pursuant to Section 2.03(c).

If after all of the Bonds have been paid or deemed to have been paid, there are moneys remaining in the Bond Payment Fund, such moneys shall be transferred by the Trustee to the City, after the payment of any outstanding fees and expenses of the Trustee.

(b) Reserve Fund. If the amount on deposit in the Reserve Fund at any time falls below the Reserve Requirement, the Trustee shall promptly notify the City and the Authority of such fact and, subject to Section 9.02(a) hereof, the Trustee shall promptly (i) withdraw the amount of such insufficiency from available Revenues on deposit in the Revenue Fund, and (ii) transfer such amount to the Reserve Fund. No deposit need be made in the Reserve Fund so long as the balance therein or credited thereto at least equals the Reserve Requirement.

(c) Redemption Fund. The Trustee shall deposit into the Redemption Fund all amounts required to redeem any Bonds which are subject to redemption pursuant to Sections 2.03(a) and (b) when and as such amounts become available. Amounts in the Redemption Fund shall be applied by the Trustee solely for the purpose of paying the redemption price of Bonds to be redeemed pursuant to Sections 2.03(a) and (b). Following any redemption of all of the Bonds, any moneys remaining in the Redemption Fund shall be transferred by the Trustee to the City.

SECTION 4.03. Investments. All moneys in any of the funds or accounts established with the Trustee pursuant to this Indenture shall be invested by the Trustee solely in Permitted Investments, as directed pursuant to the Written Request of the City filed with the Trustee at least two (2) Business Days in advance of the making of such investments. In the absence of any such directions from the City, the Trustee shall hold such moneys uninvested. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made. For purposes of acquiring any investments hereunder, the Trustee may commingle funds held by it hereunder. The Trustee or any of its affiliates may act as sponsor, principal or agent in the acquisition or disposition of any investment. The Trustee shall incur no liability for losses arising from any investments made pursuant to this Section. The Trustee may rely conclusively upon the investment direction of the City as to the suitability and legality of the directed investments.

The Trustee may sell, or present for prepayment, any Permitted Investment so purchased by the Trustee whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investment is credited, and the Trustee shall not be liable or responsible for any loss resulting from any such Permitted Investment.

The Authority (and the City by its execution of the Installment Purchase Agreement) acknowledge that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority or the City the right to receive brokerage confirmations of security transactions as they occur, at no additional cost, the Authority and the City specifically waive receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Authority and the City periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

SECTION 4.04. Acquisition, Disposition and Valuation of Investments.

(a) Except as otherwise provided in subsection (b) of this Section, all investments of amounts deposited in any fund or account created by or pursuant to this Indenture, or otherwise containing gross proceeds of the Bonds (within the meaning of section 148 of the Code) shall be acquired and disposed of (as of the date that valuation is required by this Indenture or the Code) at fair market value.

(b) Except as required pursuant to Section 5.07 hereof, the fair market value of the investments held pursuant to this Indenture shall be determined as follows: "Value", which shall be determined as of the end of each month, means that the value of any investments shall be calculated as follows: (a) as to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal (or, if not there, then in The New York Times); the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination; (b) as to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal or The New York Times; the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Trustee in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service; (c) as to certificates of deposit and bankers acceptances; the face amount thereof, plus accrued interest; and (d) as to any investment not specified above; the value thereof established by prior agreement between the Authority and the Trustee.

Notwithstanding anything to the contrary herein, in making any valuations of investments hereunder, the Trustee has no duty in connection with the determination of Fair Market Value other than to follow the investment directions of the Authority in any Written Certificate or Written Request of the Authority. Trustee shall be deemed to have complied with such valuation through use of its automated pricing service as reflected on its trust accounting statements.

ARTICLE V

COVENANTS OF THE AUTHORITY; SPECIAL TAX COVENANTS

SECTION 5.01. Punctual Payment; Compliance With Documents. The Authority shall punctually pay or cause to be paid the interest and principal to become due with respect to all of the Bonds in strict conformity with the terms of the Bonds and of this Indenture, and will faithfully observe and perform all of the conditions, covenants and requirements of this Indenture and all Supplemental Indentures.

SECTION 5.02. Extension of Payment of Bonds. The Authority shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase of such Bonds or by any other arrangement, and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest thereon which shall not have been so extended. Nothing in this Section 5.02 shall be deemed to limit the right of the Authority to issue bonds for the purpose of refunding any Outstanding Bonds, and such issuance shall not be deemed to constitute an extension of maturity of the Bonds.

SECTION 5.03. Against Encumbrances. The Authority shall not create, or permit the creation of, any pledge, lien, charge or other encumbrance upon the Revenues and other assets pledged or assigned under this Indenture while any of the Bonds is Outstanding, except the pledge and assignment created by this Indenture. Subject to this limitation, the Authority expressly reserves the right to enter into one or more other indentures for any of its corporate purposes, and reserves the right to issue other obligations for such purposes.

SECTION 5.04. Power to Issue Bonds and Make Pledge and Assignment. The Authority is duly authorized pursuant to law to issue the Bonds and to enter into this Indenture and to pledge and assign the Revenues and other assets purported to be pledged and assigned, respectively, under this Indenture in the manner and to the extent provided in this Indenture. The Bonds and the provisions of this Indenture are

and will be the legal, valid and binding special obligations of the Authority in accordance with their terms, and the Authority and the Trustee shall at all times, subject to the provisions of Article VI and to the extent permitted by law, defend, preserve and protect such pledge and assignment of Revenues and other assets and all the rights of the Bond Owners under this Indenture against all claims and demands of all persons whomsoever.

SECTION 5.05. Accounting Records and Financial Statements. The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with corporate trust industry standards, in which complete and accurate entries shall be made of all transactions made by it relating to the proceeds of Bonds, the Revenues, the Installment Purchase Agreement, and all funds and accounts held by the Trustee under this Indenture. Such books of record and account shall be available for inspection by the Authority and the City, during business hours and under reasonable circumstances with reasonable notice.

SECTION 5.06. No Additional Obligations. The Authority covenants that no additional bonds, notes or other indebtedness shall be issued or incurred which are payable out of the Revenues in whole or in part.

SECTION 5.07. Tax Covenants.

(a) General. The Authority and the City hereby covenant with the owners of the Series A Bonds that, notwithstanding any other provisions of this Indenture, it shall not take any action, or fail to take action, if any such action or failure to take action would adversely affect the exclusion from gross income of interest on the Series A Bonds under Section 103 of the Code. Neither the Authority nor the City, directly or indirectly, shall use or permit the use of proceeds of the Series A Bonds or any of the property financed or refinanced with proceeds of the Series A Bonds, or any portion thereof, by any person other than a governmental person (as such term is used in Section 141 of the Code and applicable Treasury Regulations), in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of interest on the Series A Bonds.

(b) Use of Proceeds. Neither the Authority nor the City shall take any action, or fail to take action, if any such action or failure to take action would cause the Series A Bonds to be "private activity bonds" within the meaning of Section 141 of the Code and applicable Treasury Regulations, and in furtherance thereof, shall not make any use of the proceeds of the Series A Bonds or any of the property financed or refinanced with proceeds of the Series A Bonds, or any portion thereof, that would cause the Series A Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. So long as any Bonds are outstanding, the Authority and the City, with respect to such proceeds and property, will comply with the requirements of the Code and the Treasury Regulations, to the extent such requirements are, at the time, applicable and in effect. The City shall establish reasonable procedures necessary to ensure continued compliance with Section 141 of the Code and the continued qualification of the Series A Bonds as "governmental bonds."

(c) Arbitrage. Neither the Authority nor the City shall directly or indirectly use or permit the use of any proceeds of any Series A Bonds, or of any property financed or refinanced thereby, or of other funds of the Authority or the City, that would cause the Series A Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and applicable Treasury Regulations, and shall not otherwise take any action, or fail to take action, if such action or failure to take action would cause the Series A Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and applicable Treasury Regulations. The Authority and the City shall comply with all requirements of Section 148 of the Code and the Treasury Regulations to the extent such requirements are, at the time, in effect and applicable to the Series A Bonds.

(d) Federal Guarantee. Neither the Authority nor the City shall make any use of the proceeds of the Series A Bonds, or of any other funds of the Authority or the City, that would cause the Series A Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code, and shall not otherwise take any action, or fail to take action, when such action or failure to take action would cause the Series A Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(e) Compliance with Tax Certificate. In furtherance of the foregoing tax covenants of this Section 5.07, the Authority and the City each covenant that it will comply with the provisions of the Tax Certificate, which is incorporated herein as if fully set forth herein. These covenants shall survive payment in full or defeasance of the Series A Bonds.

SECTION 5.08. Installment Purchase Agreement. The Trustee shall promptly collect all amounts due from the City pursuant to the Installment Purchase Agreement. Subject to the provisions of Article VI and Article IX, the Trustee may enforce, and take all steps, actions and proceedings which the Trustee determines to be reasonably necessary for the enforcement of all of its rights thereunder as assignee of the Authority and for the enforcement of all of the obligations of the City under the Installment Purchase Agreement with respect to the timely collection of the Installment Payments.

SECTION 5.09. Waiver of Laws. The Authority shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force that may affect the covenants and agreements contained in this Indenture or in the Bonds, and all benefit or advantage of any such law or laws is hereby expressly waived by the Authority to the extent permitted by law.

SECTION 5.10. Further Assurances. The Authority will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring and confirming unto the Trustee and Owners of the Bonds the rights and benefits provided in this Indenture.

SECTION 5.11. Continuing Disclosure. The City covenants and agrees that it will comply with the continuing disclosure requirements with respect to the Bonds promulgated under U.S. Securities and Exchange Commission Rule 15c2-12 and the terms of the Continuing Disclosure Agreement. The Authority shall have no liability to the Owners or to any other person with respect to such disclosure matters. Notwithstanding any other provisions of this Indenture, failure of the City to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, any Owner or Beneficial Owner may take, and the Trustee shall take, at the request of the Holders of at least 25% aggregate principal amount of Outstanding Bonds, and upon receipt of satisfactory indemnification, such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Agreement.

ARTICLE VI

THE TRUSTEE

SECTION 6.01. Appointment of Trustee. Wells Fargo Bank, National Association, a national banking association organized and existing under and by virtue of the laws of the United States of America, is hereby appointed Trustee by the Authority for the purpose of receiving all moneys required to be deposited with the Trustee hereunder and to allocate, use and apply the same as provided in this Indenture. The Authority agrees that it will maintain a Trustee having a combined capital and surplus of at least One Hundred Million Dollars ($100,000,000), and subject to supervision or examination by federal or State authority, so long as any Bonds are Outstanding. If such bank, national banking

association or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this Section 6.01 the combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

SECTION 6.02. Payment of Bonds; Registration Books. The Trustee is hereby authorized to pay the Bonds when duly presented for payment at maturity, or on redemption or purchase prior to maturity, and to cancel all Bonds upon payment thereof. The Trustee shall keep accurate records of all funds administered by it and of all Bonds paid and discharged. The Trustee will keep or cause to be kept at its Office sufficient books for the registration and transfer of the Bonds, which shall at all times during regular business hours upon reasonable notice be open to inspection by the City and the Authority. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, as provided in this Indenture with respect to the Bonds.

SECTION 6.03. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. Prior to the time that an Event of Default hereunder has occurred or after the curing of all Events of Default which may have occurred, the Trustee shall perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or duties shall be read into this Indenture against the Trustee. In case an Event of Default hereunder has occurred (which has not been cured or waived) the Trustee may exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall have no liability for the actions of any such attorney, agent or receiver chosen with reasonable care, and the Trustee shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder. The Trustee shall not be liable for any action taken or not taken in reliance upon advice or opinion of such counsel.

(c) The Trustee shall not be responsible for any recital herein, or in the Bonds, or for any of the supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby and the Trustee shall not be bound to ascertain or inquire as to the observance or performance of any covenants, conditions or agreements on the part of the Authority hereunder. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the City's investment direction or as otherwise provided in this Indenture.

(d) The Trustee shall not be accountable for the use of any proceeds of sale of the Bonds delivered hereunder. The Trustee may become the Owner of Bonds secured hereby with the same rights which it would have if not the Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the Authority with the same rights it would have if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Bonds, whether or not such committee shall represent the Owners of the majority in principal amount of the Bonds then Outstanding.

(e) In the absence of bad faith on its part, the Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram, requisition, facsimile transmission, electronic mail or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken or omitted to be taken by the Trustee in good faith and without negligence pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof. The Trustee shall not be bound to recognize any person as an Owner of any Bond or to take any action at his request unless the ownership of such Bond by such person shall be reflected on the Registration Books.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a Written Certificate of the City or a Written Certificate of the Authority as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default hereunder of which the Trustee has been given notice or is deemed to have notice, as provided in Section 6.03(h) hereof, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a Written Certificate of the Authority to the effect that an authorization in the form therein set forth has been adopted by the Authority, as conclusive evidence that such authorization has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct. The immunities and exceptions from liability of the Trustee shall extend to its officers, directors, employees and agents. In acting under the Installment Purchase Agreement or any other document executed in connection herewith or therewith, the Trustee shall have the same rights, protections and indemnities as afforded to it hereunder.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder or under the Installment Purchase Agreement, except failure by the City to make any of the payments to the Trustee required to be made by the City pursuant to the Installment Purchase Agreement, or failure by the Authority to file with the Trustee any document required by this Indenture to be so filed subsequent to the issuance of the Bonds by a certain date, unless a Responsible Officer of the Trustee shall be specifically notified in writing of such default by the Owners of at least twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding and all notices or other instruments required by this Indenture or under the Installment Purchase Agreement to be delivered to the Trustee must, to be effective, be delivered at the Office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no Event of Default hereunder or thereunder except as aforesaid.

(i) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right (but not the duty) fully to inspect the Water System, all books, papers and records of the City or the Authority pertaining to the Water System and the Bonds, and to take such memoranda from and with regard thereto as may be desired but which is not privileged by statute or by law.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Bonds.

(k) Notwithstanding anything elsewhere in this Indenture with respect to the execution of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, the Trustee shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, as may be deemed desirable for the purpose of establishing the right of the Authority to the execution of any Bonds, or the right of the City or the Authority to the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking the action referred to in Section 8.03 or any other actions besides making payments of principal of and interest on the Bonds, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct in connection with any such action.

(m) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(n) No provision in this Indenture shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder. The Trustee shall provide the Authority and the City with seven days' notice prior to making any advance of its own funds hereunder (which it is in no event required to do), and, if the City or the Authority does not provide moneys in the amount needed, the Trustee shall be entitled to interest on the amounts advanced at a rate equal to its prime rate then in effect; provided that no such prior notice shall need be given and such interest on amounts advanced shall accrue from the date of any such advance following the occurrence of an Event of Default hereunder.

(o) The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds.

(p) The Trustee shall not be liable for any action taken or not taken by it in accordance with the direction of a majority (or other percentage provided for herein) in aggregate principal amount of the Bonds outstanding relating to the exercise of any right, power or remedy available to the Trustee.

(q) The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

(r) The Trustee shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

(s) Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

(t) The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

(u) The Trustee may consult with counsel, who may or may not be counsel to the City, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith.

(v) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the Authority and City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Authority and City whenever a person is to be added or deleted from the listing. If the Authority and City elect to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Authority and City understand and agree that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Authority and City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Authority and City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Authority and City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Authority and City agree: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Authority and City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

SECTION 6.04. Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and reimbursement for reasonable fees for its services rendered hereunder and all reasonable advances, reasonable counsel fees (including expenses) and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services, but solely from Additional Payments

made by the City under the Installment Purchase Agreement. Upon the occurrence of an Event of Default, the Trustee shall have a first lien with right of payment prior to payment of any Bond upon the amounts held hereunder for the foregoing fees, charges and expenses incurred by it respectively. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

SECTION 6.05. Notice to Bond Owners of Default. If an Event of Default hereunder occurs with respect to any Bonds, of which the Trustee has been given or is deemed to have notice, as provided in Section 6.03(h), then the Trustee shall promptly give written notice thereof by first-class mail to the Owner of each such Bond, unless such Event of Default shall have been cured before the giving of such notice.

SECTION 6.06. Intervention by Trustee. In any judicial proceeding to which the Authority is a party which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of any of the Bonds, the Trustee may intervene on behalf of such Bond Owners, and subject to Section 6.03(l), shall do so if requested in writing by the Owners of a majority in aggregate principal amount of such Bonds then Outstanding.

SECTION 6.07. Removal of Trustee. The Owners of a majority in aggregate principal amount of the Outstanding Bonds, or the Authority (so long as no Event of Default has occurred or is continuing), may at any time upon thirty (30) days prior written notice remove the Trustee.

SECTION 6.08. Resignation by Trustee. The Trustee and any successor Trustee may at any time resign by giving written notice by registered or certified mail to the City and the Authority. Upon receiving such notice of resignation, the Authority shall promptly appoint a successor Trustee in accordance with Section 6.09. Any resignation or removal of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. Upon such acceptance, the successor Trustee shall mail notice thereof to the Bond Owners at their respective addresses set forth on the Registration Books.

SECTION 6.09. Appointment of Successor Trustee. In the event of the removal or resignation of the Trustee pursuant to Sections 6.06 or 6.07, respectively, the Authority shall promptly appoint a successor Trustee; provided that any such successor shall be a bank, national banking association or trust company meeting the requirements of Section 6.01. In the event the Authority shall for any reason whatsoever fail to appoint a successor Trustee within sixty (60) days following the delivery to the Trustee of the instrument described in Section 6.06 or within sixty (60) days following the receipt of notice by the Authority pursuant to Section 6.07, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor Trustee meeting the requirements of Section 6.01. Any such successor Trustee appointed by such court shall become the successor Trustee hereunder notwithstanding any action by the Authority purporting to appoint a successor Trustee following the expiration of such sixty (60) day period. Upon the acceptance by any successor Trustee of appointment as such, the successor Trustee shall cause notice thereof to be given by first class mail to the Bond Owners at their respective addresses set forth on the Registration Books.

SECTION 6.10. Merger or Consolidation. Any company into which the Trustee may be merged or converted or which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall be eligible under Section 6.01, shall be the successor to the Trustee and vested with all of the title to the trust estate and all of the

trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

SECTION 6.11. Concerning any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Authority an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the Written Request of the Authority, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as the Trustee hereunder to its successor. Should any instrument in writing from the Authority be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority.

SECTION 6.12. Appointment of Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in the case of litigation under this Indenture, and in particular in case of the enforcement of the rights of the Trustee on default, or in the case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section 6.12 are adopted to these ends.

If the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any instrument in writing from the Authority be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority. In case any separate trustee or co-trustee, or a successor to either, shall become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

SECTION 6.13. Indemnification; Limited Liability of Trustee. The Authority further covenants and agrees to indemnify and save the Trustee and its officers, directors, agents and employees, harmless against any loss, costs, claims, expense (including, without limitation, legal fees and expenses), suits, actions, judgements and liabilities which it may incur arising out of or in the exercise and performance of its powers and duties hereunder, including the costs and expenses of defending against any claim of liability or enforcing its indemnification rights hereunder, but excluding any and all losses, costs, claims, expenses and liabilities which are finally determined to have been primarily caused by the negligence or

willful misconduct of the Trustee, its officers, directors or employees. No provision in this Indenture shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability hereunder or pursuant to the Installment Purchase Agreement. The Trustee shall not be liable for any action taken or omitted to be taken by it in accordance with the direction of the Owners of a majority in aggregate principal amount of Bonds Outstanding relating to the time, method and place of conducting any proceeding or remedy available to the Trustee under this Indenture. The obligations of the Authority under this paragraph shall be payable solely from Additional Payments made by the City under the Installment Purchase Agreement and shall survive the resignation or removal of the Trustee under this Indenture or any defeasance of the Bonds. The Trustee's rights to immunities and protection from liability hereunder and its rights to payment of its fees and expenses shall survive its resignation or removal and final payment or defeasance of the Bonds. All indemnifications and releases from liability granted herein to the Trustee shall extend to the directors, officers, employees and agents of the Trustee.

The Trustee shall have no responsibility or liability with respect to any information, statements or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of these Bonds. Before taking any action under Article VIII or this Article at the request of the Owners, the Trustee may require that a satisfactory indemnity bond be furnished by the Owners for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct in connection with any action so taken.

ARTICLE VII

MODIFICATION AND AMENDMENT OF THIS INDENTURE

SECTION 7.01. Amendment by Consent of Bond Owners. This Indenture and the rights and obligations of the Authority and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture which shall become binding when the written consents of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 7.02 hereof, are filed with the Trustee. No such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Authority to pay the principal, interest or redemption premiums at the time and place and at the rate and in the currency provided therein of any Bond without the express written consent of the Owner of such Bond, (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification, or (c) without its written consent thereto, modify any of the rights, obligations, powers, privileges, indemnities, immunities or other security provided the Trustee herein.

This Indenture and the rights and obligations of the Authority and of the Owners of the Bonds may also be modified or amended at any time by a Supplemental Indenture which shall become binding upon adoption, without the consent of any Bond Owners, but only to the extent permitted by law and only for any one or more of the following purposes:

(a) to add to the covenants and agreements of the Authority in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the Authority; or

(b) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in any other respect whatsoever as the Authority may deem necessary or desirable, provided under any circumstances that such modifications or amendments shall not materially adversely affect the interests of the Owners of the Bonds, in the opinion of Bond Counsel; or

(c) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Series A Bonds.

The Trustee shall not be required to enter into or consent to any amendment or modification which, in the sole judgment of the Trustee, might adversely affect the rights, obligations, powers, privileges, indemnities, immunities or other security provided the Trustee herein.

Prior to the Trustee entering into any Supplemental Indenture hereunder, the Authority or the City shall deliver to the Trustee an opinion of Bond Counsel stating, in substance, that such Supplemental Indenture has been adopted in compliance with the requirements of this Indenture and that the adoption of such Supplemental Indenture will not, in and of itself, adversely affect the exclusion from gross income for purposes of federal income taxes of interest on the Series A Bonds.

SECTION 7.02. Disqualified Bonds. Bonds owned or held by or for the account of the City or the Authority (but excluding Bonds held in any employees' retirement fund) shall not be deemed Outstanding for the purpose of any consent or other action or any calculation of Outstanding Bonds in this article provided for, and shall not be entitled to consent to, or take any other action in this article provided for, unless all of the Outstanding Bonds shall be owned or held by or for the account of the City or the Authority, provided however, that the Trustee shall not be deemed to have knowledge that any Bond is owned by the Authority or the City or for the account of the Authority or the City unless the Authority or the City is a Registered Owner or the Trustee has received written notice that any other Registered Owner is the Owner of a Bond for the account of the City or Authority.

SECTION 7.03. Endorsement or Replacement of Bonds After Amendment. After the effective date of any action taken as hereinabove provided, the Authority may determine that the Bonds shall bear a notation, by endorsement in form approved by the Authority, as to such action, and in that case upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the Office of the Trustee, a suitable notation as to such action shall be made on such Bond. If the Authority shall so determine, new Bonds so modified as, in the opinion of the Authority, shall be necessary to conform to such Bond Owners' action shall be prepared and executed, and in that case upon demand of the Owner of any Bond Outstanding at such effective date such new Bonds shall be exchanged at the Office of the Trustee, without cost to each Bond Owner, for Bonds then Outstanding, upon surrender of such Outstanding Bonds.

SECTION 7.04. Amendment by Mutual Consent. The provisions of this Article VII shall not prevent any Bond Owner from accepting any amendment as to the particular Bond held by such Owner, provided that due notation thereof is made on such Bond.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF BOND OWNERS

SECTION 8.01. Events of Default and Acceleration of Maturities. The following events shall be Events of Default hereunder:

(a) Default in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by proceedings for mandatory sinking fund redemption, by declaration or otherwise.

(b) Default in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable.

(c) Default by the Authority in the observance of any of the other covenants, agreements or conditions on its part in this Indenture or in the Bonds contained, if such default shall have continued for a period of thirty (30) days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the City and the Authority by the Trustee; provided, however, that if in the reasonable opinion of the Authority the default stated in the notice (other than a default in the payment of any fees and expenses owing to the Trustee) can be corrected, but not within such thirty (30) day period, such default shall not constitute an Event of Default hereunder if the Authority shall commence to cure such default within such thirty (30) day period and thereafter diligently and in good faith cure such failure in a reasonable period of time, which period shall not be longer than one hundred eighty (180) days from the date of such default notice.

(d) The filing by the Authority of a petition or answer seeking reorganization or arrangement under the Federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition, filed with or without the consent of the Authority, seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Authority or of the whole or any substantial part of its property.

(e) The occurrence and continuation of an Event of Default under and as defined in the Installment Purchase Agreement.

Upon the occurrence and during the continuance of any Event of Default the Trustee may, and at the written direction of the Owners of a majority in aggregate principal amount of the Bonds at the time Outstanding, the Trustee shall, declare the principal of all of the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in this Indenture or in the Bonds contained to the contrary notwithstanding. This provision, however, is subject to the condition that if, at any time after the principal of the Bonds shall have been so declared due and payable and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the Authority shall deposit with the Trustee a sum sufficient to pay all of the principal of and interest on the Bonds having come due prior to such declaration, with interest on such overdue principal and interest calculated at the net effective rate of interest per annum then borne by the Outstanding Bonds, and the reasonable fees and expenses of the Trustee, together with interest thereon at the prime rate of the Trustee then in effect, and any and all other defaults actually known to the Trustee (other than in the payment of the principal of and interest on the Bonds having come due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, then, and in every such case, the Trustee or the Owners of a majority in aggregate principal amount of the Bonds at the time Outstanding may, by written notice to the Authority and to the Trustee, on behalf of the Owners of all of the Outstanding Bonds, rescind and annul such declaration and its consequences. However, no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent thereon.

SECTION 8.02. Application of Funds Upon Acceleration. All amounts received by the Trustee pursuant to any right given or action taken by the Trustee under the provisions of this Indenture shall be applied by the Trustee in the following order upon presentation of the several Bonds, and the stamping thereon of the amount of the payment if only partially paid, or upon the surrender thereof if fully paid:

First, to the payment of reasonable fees, charges and expenses of the Trustee (including reasonable fees and disbursements of its counsel) incurred in and about the performance of its powers and duties under this Indenture;

Second, to the payment of the whole amount then owing and unpaid upon the Bonds for interest and principal, with interest on such overdue amounts to the extent permitted by law at the net effective rate of interest then borne by the Outstanding Bonds, and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid upon the Bonds, then to the payment of such interest, principal and interest on overdue amounts without preference or priority among such interest, principal and interest on overdue amounts ratably to the aggregate of such interest, principal and interest on overdue amounts; and

Third, to any amounts owing the Insurer to the extent not otherwise paid pursuant to Second above.

SECTION 8.03. Other Remedies: Rights of Bond Owners. Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy, in addition to the remedy specified in Section 8.01, at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Outstanding Bonds, and to enforce any rights of the Trustee under or with respect to this Indenture.

If an Event of Default shall have occurred and be continuing and if requested so to do by the Owners of a majority in aggregate principal amount of Outstanding Bonds and indemnified as provided in Section 6.03(l), the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article VIII, as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bond Owners.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bond Owners) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bond Owners hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; such right or power may be exercised from time to time as often as may be deemed expedient.

Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Owner any plan of reorganization, arrangement, adjustment, or composition affecting the Bonds or the rights of any Owner thereof, or to authorize the Trustee to vote in respect of the claim of any Owner in any such proceeding without the approval of the Owners so affected.

SECTION 8.04. Power of Trustee to Control Proceeding. If the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in principal amount of the Bonds then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of a majority in principal amount of the Outstanding Bonds hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation and the Trustee has been indemnified to its satisfaction. Any suit, action or proceeding which any Owner of Bonds shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners of Bonds similarly situated and the Trustee is hereby appointed (and the successive respective Owners of the Bonds issued hereunder, by

taking and holding the same, shall be conclusively deemed so to have appointed it) the true and lawful attorney-in-fact of the respective Owners of the Bonds for the purpose of bringing any such suit, action or proceeding and to do and perform any and all acts and things for and on behalf of the respective Owners of the Bonds as a class or classes, as may be necessary or advisable in the opinion of the Trustee as such attorney-in-fact.

SECTION 8.05. Appointment of Receivers. Upon the occurrence of an Event of Default hereunder, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bond Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Revenues and other amounts pledged hereunder, pending such proceedings, with such powers as the court making such appointment shall confer.

SECTION 8.06. Non-Waiver. Nothing in this Article VIII or in any other provision of this Indenture, or in the Bonds, shall affect or impair the obligation of the Authority, which is absolute and unconditional, to pay the interest on and principal of the Bonds to the respective Owners of the Bonds at the respective dates of maturity, as herein provided, out of the Revenues and other moneys herein pledged for such payment.

A waiver of any default or breach of duty or contract by the Trustee or any Bond Owners shall not affect any subsequent default or breach of duty or contract, or impair any rights or remedies on any such subsequent default or breach. No delay or omission of the Trustee or any Owner of any of the Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy conferred upon the Trustee or Bond Owners by the Bond Law or by this Article VIII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee or the Bond Owners, as the case may be.

SECTION 8.07. Rights and Remedies of Bond Owners. No Owner of any Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture, or the Installment Purchase Agreement, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of all the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee indemnity reasonably acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee; and (e) the Trustee has not received any inconsistent direction during such 60-day period from the Owners of a majority in aggregate principal amount of the Outstanding Bonds.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds of any remedy hereunder; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by his or their action to enforce any right under this Indenture, or the Installment Purchase Agreement, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Bonds.

The right of any Owner of any Bond to receive payment of the principal of and interest and premium (if any) on such Bond as herein provided or to institute suit for the enforcement of any such payment, shall not be impaired or affected without the written consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Indenture.

SECTION 8.08. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case, the Authority, the Trustee and the Bond Owners shall be restored to their former positions and rights hereunder, respectively, with regard to the property subject to this Indenture, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE IX

INSURANCE AND RESERVE POLICY PROVISIONS [TO COME]

ARTICLE X

MISCELLANEOUS

SECTION 10.01. Limited Liability of Authority. Notwithstanding anything in this Indenture contained, the Authority shall not be required to advance any moneys derived from any source of income other than the Revenues for the payment of the principal of or interest on the Bonds, or any premiums upon the redemption thereof, or for the performance of any covenants herein contained (except to the extent any such covenants are expressly payable hereunder from the Revenues or any Additional Revenues). The Authority may, however, advance funds for any such purpose, provided that such funds are derived from a source legally available for such purpose and may be used by the Authority for such purpose without incurring indebtedness.

The Bonds shall be revenue bonds, payable exclusively from the Revenues and other funds pledged hereunder as in this Indenture provided. The general fund of the Authority is not liable, and the credit of the Authority is not pledged, for the payment of the interest on or principal of the Bonds. The Owners of the Bonds shall never have the right to compel the forfeiture of any property of the Authority. The principal of and interest on the Bonds, and any premiums upon the redemption of any thereof, shall not be a debt of the Authority, or a legal or equitable pledge, charge, lien or encumbrance upon any property of the Authority or upon any of its income, receipts or revenues except the Revenues and other funds pledged to the payment thereof as in this Indenture provided.

SECTION 10.02. Benefits of Indenture Limited to Parties. Nothing in this Indenture, expressed or implied, is intended to give to any person other than the City, the Authority, the Trustee, the Insurer and the Owners of the Bonds, any right, remedy or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Trustee, the Insurer and the Owners of the Bonds.

SECTION 10.03. Discharge of Indenture. If the Authority shall pay and discharge each Outstanding Bond in any one or more of the following ways –

(a) by well and truly paying or causing to be paid the principal of and interest and premium (if any) on such Bonds, as and when the same become due and payable;

(b) by irrevocably depositing with the Trustee, in trust, at or before maturity, money which, together with the available amounts then on deposit in the funds and accounts established pursuant to this Indenture, is fully sufficient to pay such Bonds, including all principal, interest and redemption premiums;

(c) by irrevocably depositing with the Trustee, in trust, Permitted Investments described in paragraph (1), (2) or (3) of the definition thereof in such amount as Bond Counsel or an Independent Accountant shall determine (as evidenced by an opinion or report, respectively, delivered to the Trustee) will, together with the interest to accrue thereon and available moneys then on deposit in the funds and accounts established pursuant to this Indenture, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates; and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been mailed pursuant to Section 2.03(d) or provision satisfactory to the Trustee shall have been made for the mailing of such notice; or

(d) by delivering such Bonds to the Trustee for cancellation –

then, at the election of the Authority, and notwithstanding that any of such Bonds shall not have been surrendered for payment, the assignment of the Installment Purchase Agreement and pledge of the Revenues and other funds provided for in this Indenture securing its performance with respect to such Bonds, and all other pecuniary obligations of the Authority under this Indenture with respect to such Bonds, shall cease and terminate, except only the obligation of the Authority to pay or cause to be paid to the Owners of such Bonds not so surrendered and paid all sums due thereon from amounts set aside for such purpose as aforesaid, and all expenses and costs of the Trustee. Notice of such election shall be filed with the Trustee. Any funds thereafter held by the Trustee, which are not required for said purposes, shall be paid over to the City.

SECTION 10.04. Successor Is Deemed Included in All References to Predecessor. Whenever in this Indenture or any Supplemental Indenture either the Authority is named or referred to, such reference shall be deemed to include the successor to the powers, duties and functions, with respect to the management, administration and control of the affairs of the Authority, that are presently vested in the Authority, and all the covenants, agreements and provisions contained in this Indenture by or on behalf of the Authority shall bind and inure to the benefit of its successors whether so expressed or not.

SECTION 10.05. Execution of Documents by Bond Owners. Any request, consent or other instrument required by this Indenture to be signed and executed by Bond Owners may be in any number of concurrent writings of substantially similar tenor and may be signed or executed by such Bond Owners in person or by agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and of the Authority if made in the manner provided in this Section 9.05. The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument or writing acknowledged to him the execution thereof. The ownership of Bonds shall be proved by the Registration Books. Any request, consent or vote of the Owner shall bind every future

Owner with respect to the same Bond and the Owner with respect to any Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority in pursuance of such request, consent or vote. In lieu of obtaining any demand, request, direction, consent or waiver in writing, the Trustee may call and hold a meeting of the Owners upon such notice and in accordance with such rules and obligations as the Trustee considers fair and reasonable for the purpose of obtaining any such action.

SECTION 10.06. Waiver of Personal Liability. No member of the Authority's Board of Directors or, officer, agent or employee of the Authority shall be individually or personally liable for the payment of the interest on or principal of the Bonds; but nothing herein contained shall relieve any such officer, agent or employee from the performance of any official duty provided by law.

SECTION 10.07. Partial Invalidity. If any one or more of the covenants or agreements, or portions thereof, provided in this Indenture on the part of the Authority (or of the Trustee) to be performed should be contrary to law, then such covenant or covenants, such agreement or agreements, or such portions thereof, shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of this Indenture or of the Bonds; but the Bond Owners shall retain all rights and benefits accorded to them under the Bond Law or any other applicable provisions of law. The Authority hereby declares that it would have entered into this Indenture and each and every other section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Indenture or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

SECTION 10.08. Destruction of Canceled Bonds. Whenever in this Indenture provision is made for the surrender to the Authority of any Bonds which have been paid or canceled pursuant to the provisions of this Indenture, the Trustee shall destroy such Bonds and furnish to the Authority upon the Authority's Written Request a certificate of such destruction.

SECTION 10.09. Funds and Accounts. Any fund or account required by this Indenture to be established and maintained by the Authority or the Trustee may be established and maintained in the accounting records of the Authority or the Trustee, as the case may be, either as a fund or an account, and may, for the purpose of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account. All such records with respect to all such funds and accounts held by the Authority shall at all times be maintained in accordance with generally accepted accounting principles and all such records with respect to all such funds and accounts held by the Trustee shall be at all times maintained in accordance with corporate trust industry practices; in each case with due regard for the protection of the security of the Bonds and the rights of every Owner thereof.

SECTION 10.10. Notices. All written notices to be given under this Indenture shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) upon receipt after deposit in the United States mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The City, the Authority or the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the Authority:	City of Oxnard Financing Authority 300 West Third Street Oxnard, CA 93030 Attention: Executive Director
If to the City:	City of Oxnard 300 West Third Street Oxnard, CA 93030 Attention: City Manager
If to the Trustee:	Wells Fargo Bank, National Association CTSO Mail Operations 600 S 4th Street, 7th floor Minneapolis MN 55415 MAC N9300-070
If to the Insurer:	If to the Insurer:The City will provide the Insurer with all notices and other information it is obligated to provide under its Continuing Disclosure Agreement with respect to the Bonds. The City and the Authority shall provide the Insurer with all notices and other information it is obligated to provide the Owners of Bonds or the Trustee hereunder or under the Installment Purchase Agreement. The notice address of the Insurer is set forth in Subsection 9.01 hereof.

SECTION 10.11. Unclaimed Moneys. Anything in this Indenture to the contrary notwithstanding, any moneys held by the Trustee in trust for the payment and discharge of any of the Bonds which remain unclaimed for two (2) years after the date when such Bonds or interest thereon have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee after said date when such Bonds become due and payable, shall be repaid by the Trustee (without liability for interest) to the Authority, as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the Authority for the payment of such Bonds; provided, however, that before being required to make any such payment to the Authority, the Trustee shall, at the Written Request of the Authority (and of its expense), cause to be mailed to the Owners of all such Bonds, at their respective addresses appearing on the Registration Books, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall not be less than thirty (30) days after the date of mailing of such notice, the balance of such moneys then unclaimed will be returned to the Authority.

SECTION 10.12. Execution in Several Counterparts. This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Authority and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

SECTION 10.13. Governing Law. This Indenture shall be governed by and construed in accordance with the laws of the State.

[Remainder of page intentionally left blank.]

(Signature page follows)

IN WITNESS WHEREOF, the CITY OF OXNARD FINANCING AUTHORITY and the CITY OF OXNARD have caused this Indenture to be signed in their names by their respective authorized officers, and WELLS FARGO BANK, NATIONAL ASSOCIATION, in token of its acceptance of the trust created hereunder, has caused this Indenture to be signed in its corporate name by its officer identified below, all as of the day and year first above written.

CITY OF OXNARD FINANCING AUTHORITY

By: _____
Executive Director

CITY OF OXNARD

By: _____
City Manager

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

-Signature Page-
Indenture of Trust

EXHIBIT A

[FORM OF SERIES A BOND]

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE INDENTURE OF TRUST) TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND AUTHENTICATED AND DELIVERED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. R- **$**

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF ORANGE
CITY OF OXNARD FINANCING AUTHORITY
WATER REVENUE BONDS
SERIES 2020A

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
%	_____, 2020	_____, 2020	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

The CITY OF OXNARD FINANCING AUTHORITY, a joint powers authority organized and existing under the laws of the State of California (the "Authority") for value received, hereby promises to pay (but only out of the Revenues and other assets pledged therefor as hereinafter mentioned) to the Registered Owner stated above, or registered assigns, on the Maturity Date stated above (subject to any right of prior redemption hereinafter mentioned), the Principal Amount stated above, in lawful money of the United States of America; and to pay interest thereon in like lawful money from the Interest Payment Date next preceding the date of authentication of this Bond (unless this Bond is authenticated as of a day during the period commencing after the fifteenth day of the month preceding an Interest Payment Date and ending on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or before May 15, 2021, in which event it

shall bear interest from the Issue Date stated above) until payment of such principal sum shall be discharged as provided in the Indenture hereinafter mentioned, at the Interest Rate per annum stated above, payable semiannually on each December 1 and June 1, commencing June 1, 2021 (each, an "Interest Payment Date").

The principal (or redemption price) hereof is payable at the Office (as defined in the Indenture referred to below) of Wells Fargo Bank, National Association (together with any successor trustee under the Indenture, the "Trustee"). Interest hereon is payable by check of the Trustee mailed on each Interest Payment Date to the Registered Owner as of the fifteenth (15th) day of the month preceding each Interest Payment Date at the address shown on the registration books maintained by the Trustee; provided however, that payment of interest will be made by wire transfer in immediately available funds to an account in the United States of America to any Owner of Bonds in the aggregate principal amount of $1,000,000 or more who shall furnish written wire instructions to the Trustee before the fifteenth day of the month preceding the applicable Interest Payment Date.

It is hereby certified and recited that any and all things, conditions and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Bond Law and by the laws of the State of California, and that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Bond Law or by the Constitution and laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been manually signed by the Trustee.

This Bond is one of a duly authorized issue of bonds of the Authority designated as its "City of Oxnard Financing Authority Water Revenue Bonds, Series 2020A" (the "Bonds"), in the aggregate principal amount of _____ Dollars ($_____), authorized pursuant to the provisions of Article 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6584) of the California Government Code (the "Bond Law"), and issued pursuant to an Indenture of Trust, dated as of _____, 2020 (the "Indenture"), by and among the Authority, the City of Oxnard, California (the "City"), and the Trustee. Reference is hereby made to the Indenture (a copy of which is on file at such Office of the Trustee) and all indentures supplemental thereto and to the Bond Law for a description of the rights thereunder of the owners of the Bonds, of the nature and extent of the security, of the rights, duties and immunities of the Trustee and of the rights and obligations of the Authority thereunder. The Registered Owner of this Bond, by acceptance hereof, assents and agrees to all the provisions of the Indenture. This Bond is issued on a parity with the Oxnard Financing Authority Water Revenue Refunding Bonds, Series 2020B (Federally Taxable) issued in the aggregate principal amount of $_____.

The Bonds have been issued by the Authority to assist the City in financing certain improvements to the Water System. Pursuant to an Installment Purchase Agreement, dated as of _____, 2020, by and between the City and the Authority, the Authority will sell to the City such improvements and the City will pay, in consideration therefor, Installment Payments, secured by the Revenues, as defined in the Indenture. The scheduled Installment Payments are equal to the debt service payments on the Bonds.

The Bonds and the interest thereon are payable from Revenues (as such term is defined in the Indenture), consisting primarily of Installment Payments to be made by the City under the Installment Purchase Agreement as consideration for the purchase of the Improvements, and are secured by a pledge

and assignment of such Revenues, subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture. The Bonds are special obligations of the Authority and are not a lien or charge upon the funds or property of the Authority, except to the extent of the aforesaid pledge and assignment.

The Bonds are subject to redemption prior to their maturity as provided in the Indenture.

The Bonds are issuable as fully registered Bonds in denominations of $5,000 and any integral multiple thereof. Subject to the limitations provided in the Indenture, Bonds may be exchanged, at said Office of the Trustee, for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity.

The Trustee has no obligation or liability to the Registered Owners to make payments of principal of or interest on the Bonds, except from amounts on deposit for such purposes with the Trustee. The Trustee's sole obligations are to administer for the benefit of the Registered Owners the various funds and accounts established under the Indenture and, to the extent provided in the Indenture, to enforce the rights of the Authority under the Installment Purchase Agreement.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at said Office of the Trustee, but only in the manner, subject to the limitations provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds, of authorized denomination or denominations, of the same maturity and for the same aggregate principal amount, will be issued to the transferee in exchange herefor.

If an Event of Default, as defined in the Indenture, shall occur, the principal of all outstanding Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture, but such declaration and its consequences may be rescinded and annulled as further provided in the Indenture.

The Indenture and the rights and obligations of the Authority and of the owners of the Bonds and of the Trustee may be modified or amended from time to time and at any time in the manner, to the extent, and upon the terms provided in the Indenture; provided that no such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Authority to pay the principal, interest or redemption premiums at the time and place and at the rate and in the currency provided therein of any Bond without the express written consent of the owner of such Bond, (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification, or (c) without its written consent thereto, modify any of the rights or obligations of the Trustee, all as more fully set forth in the Indenture.

The Authority and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes and the Authority and the Trustee shall not be affected by any notice to the contrary.

(Balance of this page intentionally left blank)

IN WITNESS WHEREOF, the City of Oxnard Financing Authority has caused this Bond to be executed in its name and on its behalf by the manual signature of its President and attested to by the manual signature of its Secretary, all as of the Issue Date stated above.

CITY OF OXNARD FINANCING AUTHORITY

By: _____
Chairman

ATTEST:

By: _____
Secretary

CERTIFICATE OF AUTHENTICATION

This is one of the Series 2020A Bonds described in the within-mentioned Indenture.

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

By:_____
Authorized Signatory

STATEMENT OF INSURANCE

FORM OF ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto_____
_____
_____
_____
_____

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____

_____ attorney, to transfer the same on the books of the Trustee, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

Note: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

_____

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

EXHIBIT B

[FORM OF SERIES B BOND]

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE INDENTURE OF TRUST) TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND AUTHENTICATED AND DELIVERED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. R- **$**

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF ORANGE
CITY OF OXNARD FINANCING AUTHORITY
WATER REVENUE REFUNDING BONDS
SERIES 2020B (FEDERALLY TAXABLE)

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
%	_____, 2020	_____, 2020	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

The CITY OF OXNARD FINANCING AUTHORITY, a joint powers authority organized and existing under the laws of the State of California (the "Authority") for value received, hereby promises to pay (but only out of the Revenues and other assets pledged therefor as hereinafter mentioned) to the Registered Owner stated above, or registered assigns, on the Maturity Date stated above (subject to any right of prior redemption hereinafter mentioned), the Principal Amount stated above, in lawful money of the United States of America; and to pay interest thereon in like lawful money from the Interest Payment Date next preceding the date of authentication of this Bond (unless this Bond is authenticated as of a day during the period commencing after the fifteenth day of the month preceding an Interest Payment Date and ending on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or before May 15, 2021, in which event it

shall bear interest from the Issue Date stated above) until payment of such principal sum shall be discharged as provided in the Indenture hereinafter mentioned, at the Interest Rate per annum stated above, payable semiannually on each December 1 and June 1, commencing June 1, 2021 (each, an "Interest Payment Date").

The principal (or redemption price) hereof is payable at the Office (as defined in the Indenture referred to below) of Wells Fargo Bank, National Association (together with any successor trustee under the Indenture, the "Trustee"). Interest hereon is payable by check of the Trustee mailed on each Interest Payment Date to the Registered Owner as of the fifteenth (15th) day of the month preceding each Interest Payment Date at the address shown on the registration books maintained by the Trustee; provided however, that payment of interest will be made by wire transfer in immediately available funds to an account in the United States of America to any Owner of Bonds in the aggregate principal amount of $1,000,000 or more who shall furnish written wire instructions to the Trustee before the fifteenth day of the month preceding the applicable Interest Payment Date.

It is hereby certified and recited that any and all things, conditions and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Bond Law and by the laws of the State of California, and that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Bond Law or by the Constitution and laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been manually signed by the Trustee.

This Bond is one of a duly authorized issue of bonds of the Authority designated as its "City of Oxnard Financing Authority Water Revenue Refunding Bonds, Series 2020B (Federally Taxable)" (the "Bonds"), in the aggregate principal amount of _____ Dollars ($_____), authorized pursuant to the provisions of Article 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6584) of the California Government Code (the "Bond Law"), and issued pursuant to an Indenture of Trust, dated as of _____, 2020 (the "Indenture"), by and among the Authority, the City of Oxnard, California (the "City"), and the Trustee. Reference is hereby made to the Indenture (a copy of which is on file at such Office of the Trustee) and all indentures supplemental thereto and to the Bond Law for a description of the rights thereunder of the owners of the Bonds, of the nature and extent of the security, of the rights, duties and immunities of the Trustee and of the rights and obligations of the Authority thereunder. The Registered Owner of this Bond, by acceptance hereof, assents and agrees to all the provisions of the Indenture. This Bond is issued on a parity with the Oxnard Financing Authority Water Revenue Bonds, Series 2020A issued in the aggregate principal amount of $_____.

The Bonds have been issued by the Authority to assist the City in financing certain improvements to the Water System. Pursuant to an Installment Purchase Agreement, dated as of _____, 2020, by and between the City and the Authority, the Authority will sell to the City such improvements and the City will pay, in consideration therefor, Installment Payments, secured by the Revenues, as defined in the Indenture. The scheduled Installment Payments are equal to the debt service payments on the Bonds.

The Bonds and the interest thereon are payable from Revenues (as such term is defined in the Indenture), consisting primarily of Installment Payments to be made by the City under the Installment Purchase Agreement as consideration for the purchase of the Improvements, and are secured by a pledge and assignment of such Revenues, subject only to the provisions of the Indenture permitting the

application thereof for the purposes and on the terms and conditions set forth in the Indenture. The Bonds are special obligations of the Authority and are not a lien or charge upon the funds or property of the Authority, except to the extent of the aforesaid pledge and assignment.

The Bonds are subject to redemption prior to their maturity as provided in the Indenture.

The Bonds are issuable as fully registered Bonds in denominations of $5,000 and any integral multiple thereof. Subject to the limitations provided in the Indenture, Bonds may be exchanged, at said Office of the Trustee, for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity.

The Trustee has no obligation or liability to the Registered Owners to make payments of principal of or interest on the Bonds, except from amounts on deposit for such purposes with the Trustee. The Trustee's sole obligations are to administer for the benefit of the Registered Owners the various funds and accounts established under the Indenture and, to the extent provided in the Indenture, to enforce the rights of the Authority under the Installment Purchase Agreement.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at said Office of the Trustee, but only in the manner, subject to the limitations provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds, of authorized denomination or denominations, of the same maturity and for the same aggregate principal amount, will be issued to the transferee in exchange herefor.

If an Event of Default, as defined in the Indenture, shall occur, the principal of all outstanding Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture, but such declaration and its consequences may be rescinded and annulled as further provided in the Indenture.

The Indenture and the rights and obligations of the Authority and of the owners of the Bonds and of the Trustee may be modified or amended from time to time and at any time in the manner, to the extent, and upon the terms provided in the Indenture; provided that no such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Authority to pay the principal, interest or redemption premiums at the time and place and at the rate and in the currency provided therein of any Bond without the express written consent of the owner of such Bond, (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification, or (c) without its written consent thereto, modify any of the rights or obligations of the Trustee, all as more fully set forth in the Indenture.

The Authority and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes and the Authority and the Trustee shall not be affected by any notice to the contrary.

(Balance of this page intentionally left blank)

IN WITNESS WHEREOF, the City of Oxnard Financing Authority has caused this Bond to be executed in its name and on its behalf by the manual signature of its President and attested to by the manual signature of its Secretary, all as of the Issue Date stated above.

CITY OF OXNARD FINANCING AUTHORITY

By: _____
Chairman

ATTEST:

By: _____
Secretary

CERTIFICATE OF AUTHENTICATION

This is one of the Series B Bonds described in the within-mentioned Indenture.

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:_____
Authorized Signatory

STATEMENT OF INSURANCE

FORM OF ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto_____
_____
_____
_____
_____
(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____

_____ attorney, to transfer the same on the books of the Trustee, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

Note: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

_____

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

EXHIBIT C

$_____
CITY OF OXNARD FINANCING AUTHORITY
WATER REVENUE BONDS
SERIES 2020A

and

$_____
CITY OF OXNARD FINANCING AUTHORITY
WATER REVENUE REFUNDING BONDS
SERIES 2020B

(Issue Dated Date: _____, 20__)

Requisition of the Authority
(Costs of Issuance Fund)
(Section 3.04 of the Indenture)

The undersigned hereby states and certifies:

(i) That I am the duly appointed [_____] of the City of Oxnard Financing Authority, a public body, corporate and politic, duly organized and existing under the laws of the State of California (the "Authority"), and as such, is familiar with the facts herein certified and is authorized and qualified to execute and deliver this certificate;

(ii) I have been authorized to execute this requisition pursuant to the Indenture of Trust, dated as of _____, 2020 (the "Indenture"), by and among the Authority, the City of Oxnard and Wells Fargo Bank, National Association, as Trustee (the "Trustee") for the Authority's Water Revenue Bonds, Series 2020A (the "Bonds"); and

(iii) The Trustee is hereby directed to disburse this date from the Costs of Issuance Fund established pursuant to the Indenture to the payees, designated on Exhibit A attached hereto and by this reference incorporated herein, at the address set forth below such payee name, the respective sums set forth opposite such payees, in payment of the Costs of Issuance related to the Bonds described on said Exhibit A; and

(iv) That each obligation shown on said Exhibit A has been properly incurred and is a proper charge against the Costs of Issuance Fund;

(v) That no item to be paid pursuant to this Requisition has been previously paid or reimbursed from the Costs of Issuance Fund; and

(vi) That capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Indenture.

Dated: _____, 20__

CITY OF OXNARD FINANCING AUTHORITY

By: _____
Authorized Representative

EXHIBIT B TO WRITTEN REQUISITION NO. 1
COSTS OF ISSUANCE
TO BE PAID AT CLOSING

1. Immediately upon release of the Bonds by DTC, or as soon thereafter as practicable, pay the following amounts to the following parties from the Costs of Issuance Fund held under the Indenture:

EXHIBIT D

$_____
CITY OF OXNARD FINANCING AUTHORITY
WATER REVENUE BONDS
SERIES 2020A

(Issue Dated Date: _____, 20__)

Requisition of the City
(Acquisition and Construction Fund)
(Section 3.05 of the Indenture)

Wells Fargo Bank, National Association
Attention: Corporate Trust Department

Request No.: P-___ (to be sequentially numbered)

Project Component	Amount of This Draw	Aggregate Amount Draws Including This Draw

(Continue on Additional Sheet if Necessary)

Name and Address of party to whom payment is to be made:

_____

Purpose for which the obligation was incurred:

_____

The undersigned _____ of the City of Oxnard (the "City") hereby certifies that (i) each such cost or expense constitutes a proper charge against the Acquisition and Construction Fund for services rendered, and has not been the subject of any other payment request filed with you; and (ii) if the payment is to be made to the City for amounts that it has paid or will pay to third parties, then the City has either made payment or will make payment within three business days of receipt of moneys requisitioned hereunder and that the aggregate number of business days during this calendar year during which it has held such amounts before making payment does not exceed twenty.

Date: _____

CITY OF OXNARD

By:_____
Title:_____

TABLE OF CONTENTS

Page

ARTICLE I
DEFINITIONS; AUTHORIZATION AND PURPOSE OF BONDS; EQUAL SECURITY

SECTION 1.01. Definitions 2
SECTION 1.02. Rules of Construction 9
SECTION 1.03. Equal Security 9

ARTICLE II
AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.01. Authorization of Bonds 9
SECTION 2.02. Terms of Bonds 10
SECTION 2.03. Redemption of Bonds 11
SECTION 2.04. Forms of Bonds 13
SECTION 2.05. Execution of Bonds 13
SECTION 2.06. Transfer and Exchange of Bonds 14
SECTION 2.07. Registration Books 14
SECTION 2.08. Issuance in Temporary Form 14
SECTION 2.09. Bonds Mutilated, Lost, Destroyed or Stolen 15
SECTION 2.10. Book-Entry System; Limited Obligation 15
SECTION 2.11. Representation Letter 16
SECTION 2.12. Transfers Outside Book-Entry System 16
SECTION 2.13. Payments and Notices to the Nominee 17
SECTION 2.14. Initial Depository and Nominee 17

ARTICLE III
ISSUANCE OF BONDS AND APPLICATION OF PROCEEDS

SECTION 3.01. Issuance of Bonds 17
SECTION 3.02. Application of Proceeds and Other Moneys 17
SECTION 3.03. Reserve Fund 18
SECTION 3.04. Costs of Issuance Fund 19
SECTION 3.05. Acquisition and Construction Fund 19
SECTION 3.06. Validity of Bonds 20

ARTICLE IV
REVENUES; FLOW OF FUNDS

SECTION 4.01. Collateral Assignment of Revenues and of the Installment Purchase Agreement 20
SECTION 4.02. Receipt, Deposit and Application of Revenues 20

TABLE OF CONTENTS
(continued)

Page

SECTION 4.03. Investments 21
SECTION 4.04. Acquisition, Disposition and Valuation of Investments 22

ARTICLE V
COVENANTS OF THE AUTHORITY; SPECIAL TAX COVENANTS

SECTION 5.01. Punctual Payment; Compliance With Documents 22
SECTION 5.02. Extension of Payment of Bonds 22
SECTION 5.03. Against Encumbrances 22
SECTION 5.04. Power to Issue Bonds and Make Pledge and Assignment 23
SECTION 5.05. Accounting Records and Financial Statements 23
SECTION 5.06. No Additional Obligations 23
SECTION 5.07. Tax Covenants 23
SECTION 5.08. Installment Purchase Agreement 24
SECTION 5.09. Waiver of Laws 24
SECTION 5.10. Further Assurances 24
SECTION 5.11. Continuing Disclosure 24

ARTICLE VI
THE TRUSTEE

SECTION 6.01. Appointment of Trustee 25
SECTION 6.02. Payment of Bonds; Registration Books 25
SECTION 6.03. Acceptance of Trusts 25
SECTION 6.04. Fees, Charges and Expenses of Trustee 29
SECTION 6.05. Notice to Bond Owners of Default 29
SECTION 6.06. Intervention by Trustee 29
SECTION 6.07. Removal of Trustee 29
SECTION 6.08. Resignation by Trustee 29
SECTION 6.09. Appointment of Successor Trustee 29
SECTION 6.10. Merger or Consolidation 30
SECTION 6.11. Concerning any Successor Trustee 30
SECTION 6.12. Appointment of Co-Trustee 30
SECTION 6.13. Indemnification; Limited Liability of Trustee 30

ARTICLE VII
MODIFICATION AND AMENDMENT OF THIS INDENTURE

SECTION 7.01. Amendment by Consent of Bond Owners 31
SECTION 7.02. Disqualified Bonds 32

TABLE OF CONTENTS
(continued)

Page

SECTION 7.03. Endorsement or Replacement of Bonds After Amendment 32
SECTION 7.04. Amendment by Mutual Consent 32

ARTICLE VIII
EVENTS OF DEFAULT AND REMEDIES OF BOND OWNERS

SECTION 8.01. Events of Default and Acceleration of Maturities 33
SECTION 8.02. Application of Funds Upon Acceleration 34
SECTION 8.03. Other Remedies: Rights of Bond Owners..... 34
SECTION 8.04. Power of Trustee to Control Proceeding..... 35
SECTION 8.05. Appointment of Receivers 35
SECTION 8.06. Non-Waiver..... 35
SECTION 8.07. Rights and Remedies of Bond Owners 35
SECTION 8.08. Termination of Proceedings..... 36

ARTICLE IX
INSURANCE AND RESERVE POLICY PROVISIONS [TO COME]

ARTICLE X
MISCELLANEOUS

SECTION 10.01. Limited Liability of Authority 36
SECTION 10.02. Benefits of Indenture Limited to Parties..... 37
SECTION 10.03. Discharge of Indenture..... 37
SECTION 10.04. Successor Is Deemed Included in All References to Predecessor 37
SECTION 10.05. Execution of Documents by Bond Owners..... 38
SECTION 10.06. Waiver of Personal Liability..... 38
SECTION 10.07. Partial Invalidity..... 38
SECTION 10.08. Destruction of Canceled Bonds 38
SECTION 10.09. Funds and Accounts..... 38
SECTION 10.10. Notices 39
SECTION 10.11. Unclaimed Moneys 39
SECTION 10.12. Execution in Several Counterparts..... 39
SECTION 10.13. Governing Law 40

EXHIBIT A – FORM OF SERIES A BOND..... A-1
EXHIBIT B – FORM OF SERIES B BOND B-1
EXHIBIT C – REQUISITION OF THE AUTHORITY.....B-1
EXHIBIT D – REQUISITION OF THE CITY C-1

ESCROW DEPOSIT AND TRUST AGREEMENT

by and among the

CITY OF OXNARD FINANCING AUTHORITY,

CITY OF OXNARD, CALIFORNIA,

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Escrow Agent

Dated as of _____, 2020

ESCROW DEPOSIT AND TRUST AGREEMENT

This ESCROW DEPOSIT AND TRUST AGREEMENT (the "Escrow Agreement") is made and entered into as of _____, 2020, by and among the City of Oxnard Financing Authority, a joint exercise of powers authority organized and existing under the laws of the State of California (the "Authority"), CITY OF OXNARD, a municipal corporation organized and existing by virtue of Constitution and laws of the State of California (the "City") and Wells Fargo Bank, National Association, as Escrow Agent (the "Escrow Agent");

W I T N E S S E T H:

WHEREAS, the City and the Authority have heretofore entered into an Installment Purchase Agreement, dated as of _____, 2010 (the "2010 Agreement");

WHEREAS, payments by the City of installment payments pursuant to the 2010 Agreement (the "2010 Payments") are applied to the payment of a portion of the $12,575,000 City of Oxnard Financing Authority Wastewater Revenue Bonds, Series 2010 (the "2010 Bonds");

WHEREAS, the 2010 Agreement provides that in the event that the City deposits, or causes the deposit on its behalf of, moneys and certain securities (as defined in Section 10.01 of the 2010 Indenture) in an amount, together with investment earnings and certain funds held under the 2010 Indenture (defined below), sufficient to pay and discharge all or a portion of the indebtedness of the 2010 Agreement at or before maturity, then the obligations of the City under the 2010 Agreement shall cease and terminate with respect to the obligations so discharged, except only the obligation of the City to pay or cause to be paid to the Authority all sums due thereon out of the Escrow Fund with respect to the obligations so discharged and thereafter such Net Water System Revenues (as defined in the 2010 Agreement) shall be released from the lien of the 2010 Agreement; and

WHEREAS, pursuant to the 2010 Agreement, the Authority assigned to the Prior Trustee its rights to installment receive payments from the City under the 2010 Agreement and the right to exercise such rights and remedies conferred on the Authority under the 2010 Agreement to enforce payment of the prior payments; and

WHEREAS, pursuant to a 2010 Indenture, relating to and dated as of the same date as the 2010 Agreement, by and between the Authority and the Prior Trustee (the "2010 Indenture"), the 2010 Bonds were issued, secured in part by the prior payments; and

WHEREAS, the City has determined that it is in the best interests of the Authority at this time to refinance the City's obligation to make the installment payments under the 2010 Agreement and, as a result thereof, to provide for the payment of such installment payments through [December ___, 2020] and to prepay such installment payments on said [December ___, 2020], at a prepayment price of 100% of the principal amount thereof, plus accrued interest; and

WHEREAS, the Authority and the City propose to make the deposit of moneys and to appoint the Escrow Agent as its agent for the purpose of applying said deposit to the payment of Prior Payments in accordance with the instructions provided by this Escrow Agreement and of

applying said Prior Payments to the payment and redemption of a portion of the 2010 Bonds in accordance with the 2010 Indenture and 2010 Agreement, and the Escrow Agent will accept said appointment; and

WHEREAS, to obtain moneys to make such deposit, the City and the Authority propose to issue $_____ City of Oxnard Financing Authority Water Revenue Bonds, Series 2020A pursuant to that certain Indenture of Trust, dated as of _____, 2020, (the "Indenture"), by and among the City, the Authority and the Trustee; and

WHEREAS, the City wishes to make such a deposit with the Escrow Agent and to enter into this Escrow Agreement for the purpose of providing the terms and conditions for the deposit and application of amounts so deposited; and

WHEREAS, the Escrow Agent has full powers to act with respect to the irrevocable escrow and trust created herein and to perform the duties and obligations to be undertaken pursuant to this Escrow Agreement.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants herein contained and for other valuable consideration, the parties hereto do hereby agree as follows:

Section 1. Definition of Federal Securities. As used herein, the term "Federal Securities" means direct non-callable obligations of the United States of America, Refcorp interest strips, or securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, provided, that the full faith and credit of the United States of America has been pledged to any such obligation or guarantee.

Section 2. Appointment of Escrow Agent. The City and the Authority hereby appoint the Escrow Agent as Escrow Agent for all purposes of this Escrow Agreement and in accordance with the terms and provisions of this Escrow Agreement, and the Escrow Agent hereby accepts such appointment.

Section 3. Establishment of Escrow Fund. There is hereby created by the City and the Authority with, and to be held by, the Escrow Agent, as security for the payment of the Prior Payments as hereinafter set forth, an irrevocable escrow to be maintained in trust by the Escrow Agent on behalf of the City and the Authority and for the benefit of the owners of the 2010 Bonds, said escrow to be designated the "Escrow Fund." All moneys and Federal Securities deposited in the Escrow Fund shall be held as a special fund for the payment of the Prior Payments in accordance with the provisions of the 2010 Agreement. If at any time the Escrow Agent shall receive actual knowledge that the moneys and Federal Securities in the Escrow Fund will not be sufficient to make any payment required by Section 5 hereof, the Escrow Agent shall notify the City of such fact and the City shall immediately cure such deficiency.

Section 4. Deposit into Escrow Fund; Investment of Amounts. Concurrently with delivery of the Bonds, the City and the Authority shall cause to be transferred to the Escrow Agent for deposit into the Escrow Fund the amount of $_____ in immediately available funds. All amounts deposited to the Escrow Fund shall be held as cash uninvested.

Section 5. Instructions as to Application of Deposit; Authority Retains Right of Optional Redemption. The City and the Authority hereby irrevocably direct and instruct the Escrow Agent to apply the interest on and maturing principal amount of the Escrowed Federal Securities and Cash to pay the Prior Payments relating to the 2010 Agreement, through [December ___, 2020] and to prepay the remaining Prior Payments in full on [December ___, 2020] at a prepayment price of 100% of the principal amount hereof. For such purpose of call and prepayment prior to maturity of a portion of the 2010 Bonds, the City and the Authority have previously instructed the Escrow Agent to give notice of prepayment, of the 2010 Bonds subject to prepayment, and such notice of prepayment has been given timely for prepayment of the 2010 Bonds on [December ___, 2020], in accordance with the applicable provisions of the 2010 Indenture. Any funds remaining in the Escrow Fund after [December ___, 2020], shall be delivered to the City.

Section 6. Application of Certain Terms of 2010 Indenture. All of the terms of the 2010 Indenture relating to the making of payments of principal and interest with respect to the 2010 Bonds are incorporated in this Escrow Agreement as if set forth in full herein. The provisions of the 2010 Indenture relating to the limitations from liability and protections afforded the Prior Trustee and the resignation and removal of the Prior Trustee are also incorporated in this Escrow Agreement as if set forth in full herein and shall be the procedure to be followed with respect to any resignation or removal of the Escrow Agent hereunder.

Section 7. Compensation to Escrow Agent. The City shall pay the Escrow Agent full compensation for its duties under this Escrow Agreement, including out-of-pocket costs such as publication costs, prepayment or redemption expenses, legal fees and other costs and expenses relating hereto and, in addition, fees, costs and expenses relating to the purchase of any Federal Securities after the date hereof, pursuant to a separate agreement between the City and the Escrow Agent. Under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes.

Section 8. Liabilities and Obligations of Escrow Agent. The Escrow Agent shall have no obligation to make any payment or disbursement of any type or incur any financial liability in the performance of its duties under this Escrow Agreement unless the City shall have deposited sufficient funds with the Escrow Agent to satisfy such obligation. The Escrow Agent may rely and shall be protected in acting upon the written instructions of the City or its agents relating to any matter or action as Escrow Agent under this Escrow Agreement.

The Escrow Agent undertakes such duties as specifically set forth herein and no implied duties or obligations shall be read into this Escrow Agreement against the Escrow Agent.

The City hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and hold harmless the Escrow Agent and its respective successors, assigns, agents and servants from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the Escrow Agent (whether or not also indemnified against by any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Escrow

Agreement, the establishment of the Escrow Fund, the retention of the moneys therein and any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Escrow Agreement, or as may arise by reason of any act, omission or error of the Escrow Agent made in good faith in the conduct of its duties; provided, however, that the City shall not be required to indemnify the Escrow Agent against its own negligence or misconduct. The indemnities contained in this Section 10 shall survive the termination of this Escrow Agreement and the resignation and removal of the Escrow Agent.

The Escrow Agent shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. In no event shall the Escrow Agent be liable for any special indirect or consequential damages.

The Escrow Agent may consult with counsel of its own choice and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action hereunder in accordance with such opinion of counsel.

The Escrow Agent shall not be responsible for any of the recitals or representations contained herein.

Whenever in the administration of this Escrow Agreement the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be deemed to be conclusively proved and established by a certificate of an authorized representative of the City and Authority, and such certificate shall, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be full warrant to the Escrow Agent for any action taken or suffered by it under the provisions of this Escrow Agreement upon the faith thereof.

The liability of the Escrow Agent to make the payments required by this Escrow Agreement shall be limited to the moneys and Federal Securities in the escrow Fund.

The Escrow Agent shall not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys or Federal securities deposited with it to pay the principal, interest, or premiums, if any, on the Bonds.

No provision of this Escrow Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

The Escrow Agent agrees to accept and act upon instructions or directions pursuant to this Escrow Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Agent shall have received an

incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Utility Authority elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent's understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Utility Authority agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

The Utility Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Utility Authority the right to receive brokerage confirmations of security transactions as they occur, the Utility Authority specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the Utility Authority periodic cash transaction statements which include detail for all investment transactions made by the Escrow Agent hereunder.

Section 9. Amendment. This Escrow Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the 2010 Bonds then outstanding shall have been filed with the Escrow Agent. This Escrow Agreement may be modified or amended at any time by a supplemental agreement, without the consent of any such owners, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the City, (2) to cure, correct or supplement any ambiguous or defective provision contained herein, (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not adversely affect the interests of the owners of the 2010 Bonds or the Bonds, and that such amendment will not cause interest on the 2010 Bonds or the Bonds to become subject to federal income taxation.

Section 10. Termination; Unclaimed Money. This Escrow Agreement shall terminate when the Prior Payments have been paid; provided, however, that (i) money held by the Escrow Agent pursuant to this Escrow Agreement for the payment and discharge of any of the Prior Payments (which shall not be payable as to interest from and after the date set for redemption) which remain unclaimed for two (2) years after such payments were due, shall be repaid by the Escrow Agent to the City free from the trust created by the 2010 Indenture and this Escrow Agreement, and the Escrow Agent shall thereupon be released and discharged with respect thereto and hereto and all liability of the Escrow Agent with respect to such money shall thereupon cease and (ii) excess moneys held by the Escrow Agent not needed for the payment and discharge of the Prior Payments shall be transferred to the Bond Fund under the Indenture.

Section 11. Severability. If any section, paragraph, sentence, clause or provision of this Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity

or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of this Escrow Agreement.

Section 12. Notice of Escrow Agent, Authority and City. Any notice to or demand upon the Escrow Agent may be served and presented, and such demand may be made, at the principal corporate trust office of the Escrow Agent as specified by the Escrow Agent as Prior Trustee in accordance with the provisions of the 2010 Indenture or by physical delivery with confirmation of receipt or by confirmed telecopy. Any notice to or demand upon the City or the Authority shall be deemed to have been sufficiently given or served for all purposes by being mailed by registered or certified mail, and deposited, postage prepaid, in a post office letter box, addressed to such party as provided in the 2010 Agreement (or such other address as may have been filed in writing by the City or the Authority with the Escrow Agent).

Section 13. Merger or Consolidation of Escrow Agent. Any company into which the Escrow Agent may be merged or converted or with which may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible to act as Trustee under the Indenture and the 2010 Indenture, shall be the successor hereunder to the Escrow Agent without the execution or filing of any paper or any further act.

Section 14. Governing Law. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 15. Execution in Several Counterparts. This Escrow Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall constitute but one and the same instrument.

(Signature page follows)

IN WITNESS WHEREOF, the Authority, the City and the Escrow Agent have each caused this Escrow Agreement to be executed by their duly authorized officers all as of the date first above written.

CITY OF OXNARD

By: _____
Kevin Riper
Chief Finance Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Escrow Agent

By: _____
Authorized Officer

CITY OF OXNARD FINANCING AUTHORITY

By: _____
Kevin Riper
Chief Financial Officer

-Signature Page-
Escrow Deposit and Trust Agreement

TABLE OF CONTENTS

Page

Section 1. Definition of Federal Securities 2

Section 2. Appointment of Escrow Agent 2

Section 3. Establishment of Escrow Fund 2

Section 4. Deposit into Escrow Fund; Investment of Amounts 2

Section 5. Instructions as to Application of Deposit; Authority Retains Right of Optional Redemption 3

Section 6. Application of Certain Terms of 2010 Indenture 3

Section 7. Compensation to Escrow Agent 3

Section 8. Liabilities and Obligations of Escrow Agent 3

Section 9. Amendment 5

Section 10. Termination; Unclaimed Money 5

Section 11. Severability 5

Section 12. Notice of Escrow Agent, Authority and City 6

Section 13. Merger or Consolidation of Escrow Agent 6

Section 14. Governing Law 6

Section 15. Execution in Several Counterparts 6

ESCROW DEPOSIT AND TRUST AGREEMENT

by and among the

CITY OF OXNARD FINANCING AUTHORITY,

CITY OF OXNARD, CALIFORNIA,

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Escrow Agent

Dated as of _____, 2020

ESCROW DEPOSIT AND TRUST AGREEMENT

This ESCROW DEPOSIT AND TRUST AGREEMENT (the "Escrow Agreement") is made and entered into as of _____, 2020, by and among the City of Oxnard Financing Authority, a joint exercise of powers authority organized and existing under the laws of the State of California (the "Authority"), CITY OF OXNARD, a municipal corporation organized and existing by virtue of Constitution and laws of the State of California (the "City") and Wells Fargo Bank, National Association, as Escrow Agent (the "Escrow Agent");

W I T N E S S E T H:

WHEREAS, the City and the Authority have heretofore entered into an Installment Purchase Agreement, dated as of _____, 2012 (the "2012 Agreement");

WHEREAS, payments by the City of installment payments pursuant to the 2012 Agreement (the "2012 Payments") are applied to the payment of a portion of the $_____ City of Oxnard Financing Authority Wastewater Revenue Bonds, Series 2012 (the "2012 Bonds");

WHEREAS, the 2012 Agreement provides that in the event that the City deposits, or causes the deposit on its behalf of, moneys and certain securities (as defined in Section 10.01 of the 2012 Indenture) in an amount, together with investment earnings and certain funds held under the 2012 Indenture (defined below), sufficient to pay and discharge all or a portion of the indebtedness of the 2012 Agreement at or before maturity, then the obligations of the City under the 2012 Agreement shall cease and terminate with respect to the obligations so discharged, except only the obligation of the City to pay or cause to be paid to the Authority all sums due thereon out of the Escrow Fund with respect to the obligations so discharged and thereafter such Net Water System Revenues (as defined in the 2012 Agreement) shall be released from the lien of the 2012 Agreement; and

WHEREAS, pursuant to the 2012 Agreement, the Authority assigned to the Prior Trustee its rights to installment receive payments from the City under the 2012 Agreement and the right to exercise such rights and remedies conferred on the Authority under the 2012 Agreement to enforce payment of the prior payments; and

WHEREAS, pursuant to a 2012 Indenture, relating to and dated as of the same date as the 2012 Agreement, by and between the Authority and the Prior Trustee (the "2012 Indenture"), the 2012 Bonds were issued, secured in part by the prior payments; and

WHEREAS, the City has determined that it is in the best interests of the Authority at this time to refinance the City's obligation to make the installment payments under the 2012 Agreement and, as a result thereof, to provide for the payment of such installment payments through June 1, 2021 and to prepay such installment payments on said June 1, 2021, at a prepayment price of 100% of the principal amount thereof, plus accrued interest; and

WHEREAS, the Authority and the City propose to make the deposit of moneys and to appoint the Escrow Agent as its agent for the purpose of applying said deposit to the payment of Prior Payments in accordance with the instructions provided by this Escrow Agreement and of

applying said Prior Payments to the payment and redemption of a portion of the 2012 Bonds in accordance with the 2012 Indenture and 2012 Agreement, and the Escrow Agent will accept said appointment; and

WHEREAS, to obtain moneys to make such deposit, the City and the Authority propose to issue $_____ City of Oxnard Financing Authority Water Revenue Refunding Bonds, Series 2020B (Federally Taxable) pursuant to that certain Indenture of Trust, dated as of _____, 2020, (the "Indenture"), by and among the City, the Authority and the Trustee; and

WHEREAS, the City wishes to make such a deposit with the Escrow Agent and to enter into this Escrow Agreement for the purpose of providing the terms and conditions for the deposit and application of amounts so deposited; and

WHEREAS, the Escrow Agent has full powers to act with respect to the irrevocable escrow and trust created herein and to perform the duties and obligations to be undertaken pursuant to this Escrow Agreement.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants herein contained and for other valuable consideration, the parties hereto do hereby agree as follows:

Section 1. Definition of Federal Securities. As used herein, the term "Federal Securities" means direct non-callable obligations of the United States of America, Refcorp interest strips, or securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, provided, that the full faith and credit of the United States of America has been pledged to any such obligation or guarantee.

Section 2. Appointment of Escrow Agent. The City and the Authority hereby appoint the Escrow Agent as Escrow Agent for all purposes of this Escrow Agreement and in accordance with the terms and provisions of this Escrow Agreement, and the Escrow Agent hereby accepts such appointment.

Section 3. Establishment of Escrow Fund. There is hereby created by the City and the Authority with, and to be held by, the Escrow Agent, as security for the payment of the Prior Payments as hereinafter set forth, an irrevocable escrow to be maintained in trust by the Escrow Agent on behalf of the City and the Authority and for the benefit of the owners of the 2012 Bonds, said escrow to be designated the "Escrow Fund." All moneys and Federal Securities deposited in the Escrow Fund shall be held as a special fund for the payment of the Prior Payments in accordance with the provisions of the 2012 Agreement. If at any time the Escrow Agent shall receive actual knowledge that the moneys and Federal Securities in the Escrow Fund will not be sufficient to make any payment required by Section 5 hereof, the Escrow Agent shall notify the City of such fact and the City shall immediately cure such deficiency.

Section 4. Deposit into Escrow Fund; Investment of Amounts. Concurrently with delivery of the Bonds, the City and the Authority shall cause to be transferred to the Escrow Agent for deposit into the Escrow Fund the amount of $_____ in immediately available funds. All amounts deposited to the Escrow Fund shall be held as cash uninvested.

Section 5. Instructions as to Application of Deposit; Authority Retains Right of Optional Redemption. The City and the Authority hereby irrevocably direct and instruct the Escrow Agent to apply the interest on and maturing principal amount of the Escrowed Federal Securities and Cash to pay the Prior Payments relating to the 2012 Agreement, through June 1, 2021 and to prepay the remaining Prior Payments in full on June 1, 2021 at a prepayment price of 100% of the principal amount hereof. For such purpose of call and prepayment prior to maturity of a portion of the 2012 Bonds, the City and the Authority have previously instructed the Escrow Agent to give notice of prepayment, of the 2012 Bonds subject to prepayment, and such notice of prepayment has been given timely for prepayment of the 2012 Bonds on June 1, 2021, in accordance with the applicable provisions of the 2012 Indenture. Any funds remaining in the Escrow Fund after June 1, 2021, shall be delivered to the City.

Section 6. Application of Certain Terms of 2012 Indenture. All of the terms of the 2012 Indenture relating to the making of payments of principal and interest with respect to the 2012 Bonds are incorporated in this Escrow Agreement as if set forth in full herein. The provisions of the 2012 Indenture relating to the limitations from liability and protections afforded the Prior Trustee and the resignation and removal of the Prior Trustee are also incorporated in this Escrow Agreement as if set forth in full herein and shall be the procedure to be followed with respect to any resignation or removal of the Escrow Agent hereunder.

Section 7. Compensation to Escrow Agent. The City shall pay the Escrow Agent full compensation for its duties under this Escrow Agreement, including out-of-pocket costs such as publication costs, prepayment or redemption expenses, legal fees and other costs and expenses relating hereto and, in addition, fees, costs and expenses relating to the purchase of any Federal Securities after the date hereof, pursuant to a separate agreement between the City and the Escrow Agent. Under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes.

Section 8. Liabilities and Obligations of Escrow Agent. The Escrow Agent shall have no obligation to make any payment or disbursement of any type or incur any financial liability in the performance of its duties under this Escrow Agreement unless the City shall have deposited sufficient funds with the Escrow Agent to satisfy such obligation. The Escrow Agent may rely and shall be protected in acting upon the written instructions of the City or its agents relating to any matter or action as Escrow Agent under this Escrow Agreement.

The Escrow Agent undertakes such duties as specifically set forth herein and no implied duties or obligations shall be read into this Escrow Agreement against the Escrow Agent.

The City hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and hold harmless the Escrow Agent and its respective successors, assigns, agents and servants from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the Escrow Agent (whether or not also indemnified against by any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the retention of the moneys therein and any

payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Escrow Agreement, or as may arise by reason of any act, omission or error of the Escrow Agent made in good faith in the conduct of its duties; provided, however, that the City shall not be required to indemnify the Escrow Agent against its own negligence or misconduct. The indemnities contained in this Section 10 shall survive the termination of this Escrow Agreement and the resignation and removal of the Escrow Agent.

The Escrow Agent shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. In no event shall the Escrow Agent be liable for any special indirect or consequential damages.

The Escrow Agent may consult with counsel of its own choice and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action hereunder in accordance with such opinion of counsel.

The Escrow Agent shall not be responsible for any of the recitals or representations contained herein.

Whenever in the administration of this Escrow Agreement the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be deemed to be conclusively proved and established by a certificate of an authorized representative of the City and Authority, and such certificate shall, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be full warrant to the Escrow Agent for any action taken or suffered by it under the provisions of this Escrow Agreement upon the faith thereof.

The liability of the Escrow Agent to make the payments required by this Escrow Agreement shall be limited to the moneys and Federal Securities in the escrow Fund.

The Escrow Agent shall not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys or Federal securities deposited with it to pay the principal, interest, or premiums, if any, on the Bonds.

No provision of this Escrow Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

The Escrow Agent agrees to accept and act upon instructions or directions pursuant to this Escrow Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and

containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Utility Authority elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent's understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Utility Authority agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

The Utility Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Utility Authority the right to receive brokerage confirmations of security transactions as they occur, the Utility Authority specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the Utility Authority periodic cash transaction statements which include detail for all investment transactions made by the Escrow Agent hereunder.

Section 9. Amendment. This Escrow Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the 2012 Bonds then outstanding shall have been filed with the Escrow Agent. This Escrow Agreement may be modified or amended at any time by a supplemental agreement, without the consent of any such owners, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the City, (2) to cure, correct or supplement any ambiguous or defective provision contained herein, (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not adversely affect the interests of the owners of the 2012 Bonds or the Bonds, and that such amendment will not cause interest on the 2012 Bonds or the Bonds to become subject to federal income taxation.

Section 10. Termination; Unclaimed Money. This Escrow Agreement shall terminate when the Prior Payments have been paid; provided, however, that (i) money held by the Escrow Agent pursuant to this Escrow Agreement for the payment and discharge of any of the Prior Payments (which shall not be payable as to interest from and after the date set for redemption) which remain unclaimed for two (2) years after such payments were due, shall be repaid by the Escrow Agent to the City free from the trust created by the 2012 Indenture and this Escrow Agreement, and the Escrow Agent shall thereupon be released and discharged with respect thereto and hereto and all liability of the Escrow Agent with respect to such money shall thereupon cease and (ii) excess moneys held by the Escrow Agent not needed for the payment and discharge of the Prior Payments shall be transferred to the Bond Fund under the Indenture.

Section 11. Severability. If any section, paragraph, sentence, clause or provision of this Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity

or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of this Escrow Agreement.

Section 12. Notice of Escrow Agent, Authority and City. Any notice to or demand upon the Escrow Agent may be served and presented, and such demand may be made, at the principal corporate trust office of the Escrow Agent as specified by the Escrow Agent as Prior Trustee in accordance with the provisions of the 2012 Indenture or by physical delivery with confirmation of receipt or by confirmed telecopy. Any notice to or demand upon the City or the Authority shall be deemed to have been sufficiently given or served for all purposes by being mailed by registered or certified mail, and deposited, postage prepaid, in a post office letter box, addressed to such party as provided in the 2012 Agreement (or such other address as may have been filed in writing by the City or the Authority with the Escrow Agent).

Section 13. Merger or Consolidation of Escrow Agent. Any company into which the Escrow Agent may be merged or converted or with which may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible to act as Trustee under the Indenture and the 2012 Indenture, shall be the successor hereunder to the Escrow Agent without the execution or filing of any paper or any further act.

Section 14. Governing Law. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 15. Execution in Several Counterparts. This Escrow Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall constitute but one and the same instrument.

(Signature page follows)

IN WITNESS WHEREOF, the Authority, the City and the Escrow Agent have each caused this Escrow Agreement to be executed by their duly authorized officers all as of the date first above written.

CITY OF OXNARD

By: _____
Kevin Riper
Chief Finance Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Escrow Agent

By: _____
Authorized Officer

CITY OF OXNARD FINANCING AUTHORITY

By: _____
Kevin Riper
Chief Financial Officer

-Signature Page-
Escrow Deposit and Trust Agreement

TABLE OF CONTENTS

Page

Section 1. Definition of Federal Securities 2

Section 2. Appointment of Escrow Agent 2

Section 3. Establishment of Escrow Fund 2

Section 4. Deposit into Escrow Fund; Investment of Amounts 2

Section 5. Instructions as to Application of Deposit; Authority Retains Right of Optional Redemption 3

Section 6. Application of Certain Terms of 2012 Indenture 3

Section 7. Compensation to Escrow Agent 3

Section 8. Liabilities and Obligations of Escrow Agent 3

Section 9. Amendment 5

Section 10. Termination; Unclaimed Money 5

Section 11. Severability 5

Section 12. Notice of Escrow Agent, Authority and City 6

Section 13. Merger or Consolidation of Escrow Agent 6

Section 14. Governing Law 6

Section 15. Execution in Several Counterparts 6

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this "Disclosure Certificate") is executed and delivered by the City of Oxnard, California (the "City") in connection with the issuance of $_____ aggregate principal amount of the City of Oxnard Financing Authority Water Revenue Bonds, Series 2020A (the "Series A Bonds") and Water Revenue Refunding Bonds, Series 2020B (Federally Taxable) (the "Series B Bonds," and, together with the Series A Bonds, the "Bonds"). The Bonds are being issued pursuant to an Indenture of Trust, dated as of _____ 1, 2020 (the "Indenture") by and among the City of Oxnard Financing Authority, the City and Wells Fargo Bank National Association, as trustee.

Capitalized terms not defined herein shall have the meaning set forth in the Indenture. The City covenants and agrees as follows:

Section 1. Purpose of this Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule (as the foregoing capitalized terms are hereinafter defined).

Section 2. Definitions. The following capitalized terms shall have the following meanings:

"Beneficial Owner" shall mean any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"Dissemination Agent" shall mean NHA Advisors, LLC San Rafael, California, or any successor Dissemination Agent designated in writing by the City, which has filed with the City a written acceptance of such designation.

"Financial Obligation" shall mean, for purposes of the Listed Events set out in Section 5(a)(10) and Section (5)(b)(8), a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access ("EMMA") website of the MSRB, currently located at http://emma.msrb.org.

"Official Statement" shall mean the Official Statement for the Bonds dated _____, 2020, as amended or supplemented.

"Participating Underwriter" shall mean the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent by written direction to such Dissemination Agent to, not later than March 31 after the end of the City's fiscal year (which currently ends on June 30), commencing with the report due for the fiscal year ending June 30, 2020, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate; provided, however, that the Official Statement with respect to the Bonds, along with the audited financial statements of the City for the fiscal year ending June 30, 2020, if available, will be filed for the first Annual Report due March 31, 2021 in lieu of an Annual Report consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

An Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The City's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The City will promptly notify the MSRB of a change in the fiscal year dates.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to the MSRB, the City shall provide the Annual Report to the Dissemination Agent (if the Dissemination Agent is not the City). If by fifteen (15) Business Days prior to the date specified in (a) for the Annual Report, the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall notify the City of such failure to receive the report. If the Dissemination Agent is other than the City, the City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent may conclusively rely upon such certification of the City and shall have no duty or obligation to review such Annual Report.

(c) If the City fails to provide an Annual Report by the date required in subsection (a), the Dissemination Agent shall send a notice of such failure to file to the MSRB, in the form required by the MSRB.

Section 4. Content of Annual Report. The City's Annual Report shall contain or include by reference:

(a) Financial Statements. The audited financial statements of the City for the most recent fiscal year of the City then ended. If the City prepares audited financial statements and if the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the City in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the City shall be audited by such auditor as shall then be required or permitted by State law. Audited financial statements, if prepared by the City, shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the City may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the City shall modify the basis upon which its financial statements are prepared, the City shall provide a notice of such modification to the MSRB, including a reference to the specific federal or state law or regulation specifically describing the legal

requirements for the change in accounting basis.

(b) Financial and Operating Data. An update of the information contained in the following tables under the heading "THE WATER SYSTEM" in the Official Statement for the Bonds for the most recent fiscal or calendar year, as applicable, if the information is not included elsewhere in the Annual Report:

[Table 1 — Active Service Accounts

Table 2 — Historic Water Usage

Table 3 — Ten Largest Customers by Order of Billing

Table 4 — Monthly Water Service Charges

Table 5 — Customer Usage and Variable Rates

Table 7 — Connection Fee Equivalency Factor, Charges, and Fees

Table 9 — Historical Operating Results and Debt Service Coverage]

Financial information referenced in Section 4(b) may be updated from time to time, and such updates may involve displaying data in a different format or table or eliminating data that is no longer available.

The City has not undertaken in this Disclosure Certificate to provide all information an investor may want to have in making decisions to hold, sell or buy Bonds but only to provide the specific information listed above.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not later than ten business days after the occurrence of the event:

1. Principal and interest payment delinquencies;

2. Unscheduled draws on debt service reserves reflecting financial difficulties;

3. Unscheduled draws on credit enhancements reflecting financial difficulties;

4. Substitution of credit or liquidity providers, or their failure to perform;

5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);

6. Tender offers;

7. Defeasances;

8. Rating changes;

9. Bankruptcy, insolvency, receivership or similar event of the obligated person; or

10. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

Note: for the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) The City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material, in a timely manner not later than ten business days after the occurrence of the event:

1. Unless described in paragraph 5(a)(5), notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

2. Modifications to rights of Bond holders;

3. Optional, unscheduled or contingent Bond calls;

4. Release, substitution, or sale of property securing repayment of the Bonds;

5. Non-payment related defaults;

6. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

7. Appointment of a successor or additional trustee or the change of name of a trustee; or

8. Incurrence of a Financial Obligation of the obligated person, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders.

(c) Whenever the City obtains knowledge of the occurrence of a Listed Event described in Section 5(b), the City shall determine if such event would be material under applicable federal securities laws.

(d) If the City learns of the occurrence of a Listed Event described in Section 5(a), or determines that knowledge of a Listed Event described in Section 5(b) would be material under applicable federal securities laws, the City shall within ten business days of occurrence file a notice of such occurrence with the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in subsections (b)(3) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds pursuant to the Indenture.

Section 6. Format for Filings with MSRB. Any report or filing with the MSRB pursuant to this Disclosure Certificate must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance or payment in full of all of the Bonds. If such termination occurs prior to the final maturity date of the Bonds, the City shall give notice of such termination in a filing with the MSRB.

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to this Disclosure Certificate.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3, 4 or 5(a) or (b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or Beneficial Owners of the Bonds.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any Owner or Beneficial Owner of Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture or the Facility Lease, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. A Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save such Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, if any, the Participating Underwriter and the Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: _____, 2020

CITY OF OXNARD, CALIFORNIA

By: _____
Alexander Nguyen, City Manager

Acknowledged and Accepted:
NHA Advisors, LLC as Dissemination Agent

By: _____
Authorized Officer

Stradling Yocca Carlson & Rauth
Draft of 11/4/20

$_____ **CITY OF OXNARD FINANCING AUTHORITY** **Water Revenue Bonds,** **Series 2020A**	$_____ **CITY OF OXNARD FINANCING AUTHORITY** **Water Revenue Refunding Bonds,** **Series 2020B (Federally Taxable)**

_____, 2020

BOND PURCHASE CONTRACT

City of Oxnard Financing Authority
c/o City of Oxnard
City of Oxnard
300 West Third Street
Oxnard, California 93030
Attention: Executive Director

City of Oxnard
300 West Third Street
Oxnard, California 93030
Attention: City Manager

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated (the "**Underwriter**"), acting on behalf of itself and not as an agent or fiduciary for you, offers to enter into this Bond Purchase Contract (this "**Purchase Contract**") with the City of Oxnard Financing Authority (the "**Authority**") and the City of Oxnard (the "**City**") with regard to the Bonds described below, which Purchase Contract, upon the acceptance hereof by the City, will be binding upon the Authority, the City and the Underwriter. This offer is made subject to the written acceptance of this Purchase Contract by the Authority and the City and the delivery of such acceptance to the Underwriter at or prior to 11:59 p.m., Pacific time, on the date hereof, and, if it is not so accepted, such offer may be withdrawn by the Underwriter upon written notice to the Authority and the City by the Underwriter at any time before its acceptance.

Each of the Authority and the City acknowledges and agrees that (i) the purchase and sale of the Bonds (as defined below) pursuant to this Purchase Contract is an arm's-length commercial transaction between the Authority and the City, collectively, and the Underwriter, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of such transaction, the Underwriter are acting solely as principals and not as agents or fiduciaries of the Authority or the City, (iii) the Underwriter have not assumed (individually or collectively) an advisory or a fiduciary responsibility in favor of the Authority or the City with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (irrespective of whether the Underwriter have provided other services or are currently providing other services to the Authority or the City on other matters) and the Underwriter have no obligation to the Authority or the City with respect to the offering contemplated hereby except the obligations expressly set forth in

this Purchase Contract, and (iv) the Authority and the City have consulted their own legal, financial, and other advisors to the extent they have deemed appropriate.

1. Upon the terms and conditions and upon the basis of the representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the Authority for reoffering to the public, and the Authority hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the $_____ aggregate principal amount of the City of Oxnard Financing Authority Water Revenue Refunding Bonds, Series 2020A (the "**2020A Bonds**") and the $_____ aggregate principal amount of the City of Oxnard Financing Authority Water Revenue Refunding Bonds, Series 2020B (Federally Taxable) (the "**2020B Bonds**" and together with the 2020A Bonds, the "**Bonds**"). The purchase price of the 2020A Bonds shall be $_____ (representing the par amount of the 2020A Bonds, [plus/less] a [net] original issue [premium/discount] of $_____, and less an Underwriter's discount of $_____). The purchase price of the 2020B Bonds shall be $_____ (representing the par amount of the 2020B Bonds, less an Underwriter's discount of $_____). As an accommodation to the Authority, the Underwriter shall wire directly to the Insurer (defined below) $_____ representing the premiums with respect to the Policies (defined below) and the Reserve Policy (defined below). The Preliminary Official Statement with respect to the Bonds, dated _____, 2020 (the "**Preliminary Official Statement**"), as amended to conform to the terms of this Purchase Contract, and dated the date hereof, and with such changes and amendments as are mutually agreed to by the Authority, the City and the Underwriter, including the cover page, the appendices, and all information incorporated therein by reference, is herein collectively referred to as the "**Official Statement**." The Authority and the City represent that they have deemed the Preliminary Official Statement to be final as of its date, except for information regarding the Insurer, the Policies and the Reserve Policy, either revision or addition of the offering price(s), yield(s) to maturity, selling compensation, aggregate denominational amount and maturity value, denominational amount and maturity value per maturity, delivery date, rating(s), and other terms of the Bonds that depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "**Rule**"), by delivering a certificate to the Underwriter substantially in the form of Exhibit B attached hereto.

2. The Bonds shall mature on the dates and in the amounts, and will bear interest at the rates, set forth in Exhibit A hereto and as further described in the Official Statement. The Bonds shall be issued under and pursuant to the Indenture of Trust, dated as of _____ 1, 2020 (the "**Indenture**"), by and among the Authority, the City and Wells Fargo Bank, National Association (the "**Bank**"), as trustee. The Bonds shall be insured under a municipal bond insurance policy (the "**Policies**") from _____ (the "**Insurer**"). Additionally, the reserve fund for the Bonds shall be funded with a debt service reserve fund surety policy (the "**Reserve Policy**") to be issued by the Insurer. Capitalized terms used herein without definition shall have the meanings given to such terms in the Indenture.

The 2020A Bonds are being issued to provide funds to (i) finance certain capital improvements to the City's water system, (ii) refund all or a portion of the City of Oxnard Financing Authority Water Revenue Project Bonds Series 2010A (the "**2010 Bonds**"), (iii) purchase a municipal bond insurance policy and a debt service reserve surety for the 2020A Bonds, and (iv) pay the costs of issuing the 2020A Bonds. The 2020B Bonds are being issued to provide funds to (i) refund all or a portion of the City of Oxnard Financing Authority Water Revenue Refunding Bonds Series 2012 (the "**2012 Bonds**," and, together with the 2010 Bonds the "**Refunded Bonds**"), (ii)

purchase a municipal bond insurance policy and a debt service reserve surety for the 2020B Bonds, and (iii) pay the costs of issuing the 2020B Bonds.

3. Public Offering and Establishment of Issue Price.

(a) The Underwriter agrees to make a bona fide public offering of the 2020A Bonds at the initial public offering price or prices set forth on the inside cover page of the Official Statement and in Exhibit A hereto and subject Section 3(c) and 3(d) hereof, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the 2020A Bonds, and to sell the 2020A Bonds to certain dealers (including dealers depositing the 2020A Bonds into investment trusts) and others at prices lower than the initial offering prices set forth in the Official Statement. A "**bona fide public offering**" shall include an offering to institutional investors or registered investment companies, regardless of the number of such investors to which the 2020A Bonds are sold.

(b) The Underwriter agrees to assist the Authority in establishing the issue price of the 2020A Bonds and shall execute and deliver to the Authority at Closing (defined below) an "issue price" or similar certificate, together with copies of supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Authority and Bond Counsel to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the 2020A Bonds. All actions to be taken by the Authority under this section to establish the issue price of 2020A the Bonds may be taken on behalf of the Authority by the Authority's municipal advisor, NHA Advisors, LLC (the "**Municipal Advisor**") and any notice or report to be provided to the Authority may be provided to the Municipal Advisor.

(c) [Except as otherwise set forth in Exhibit A attached hereto,] the Authority will treat the first price at which 10% of each maturity of the 2020A Bonds (the "**10% test**"), identified under the column "10% Test Used" in Exhibit A, is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the Authority the price or prices at which it has sold to the public each maturity of 2020A Bonds. If at that time the 10% test has not been satisfied as to any maturity of the 2020A Bonds, the Underwriter agrees to promptly report to the Authority the prices at which it sells the unsold 2020A Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all 2020A Bonds of that maturity or (ii) the 10% test has been satisfied as to the 2020A Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Authority or Bond Counsel. For purposes of this section, if 2020A Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the 2020A Bonds.

(d) [The Underwriter confirms that it has offered the 2020A Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "**initial offering price**"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, identified under the column "Hold the Offering Price Rule Used," as of the date of this Purchase Contract, the maturities, if any, of the 2020A Bonds for which the 10% test has not been satisfied and for which the Authority and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Authority to treat

the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the 2020A Bonds, the Underwriter will neither offer nor sell unsold 2020A Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following.

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the 2020A Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Authority promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the 2020A Bonds to the public at a price that is no higher than the initial offering price to the public.]

(e) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the 2020A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (1) to report the prices at which it sells to the public the unsold 2020A Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all 2020A Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the 2020A Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (2) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of 2020A Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the 2020A Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the 2020A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the 2020A Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold 2020A Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all 2020A Bonds of that maturity allocated

to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the 2020A Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(f) The Authority acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (1) in the event a selling group has been created in connection with the initial sale of the 2020A Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the 2020A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2020A Bonds, as set forth in a selling group agreement and the related pricing wires, and (2) in the event that a third-party distribution agreement was employed in connection with the initial sale of the 2020A Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the 2020A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2020A Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Authority further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the 2020A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2020A Bonds.

(g) The Underwriter acknowledges that sales of any 2020A Bonds to any person that is a related party to an underwriter participating in the initial sale of the 2020A Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(vii) "**public**" means any person other than an underwriter or a related party;

(viii) "**underwriter**" means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the 2020A Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the 2020A Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the 2020A Bonds to the public);

(ix) a purchaser of any of the 2020A Bonds is a "**related party**" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a

corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other)[; and

(i) "**sale date**" means the date of execution of this Purchase Contract by the Authority and the Underwriter].

4. The Authority and the City hereby authorize the use by the Underwriter of (i) the Indenture, (ii) the Installment Purchase Agreement (the "**Installment Purchase Agreement**") dated as of _____, 2020, by and between the Authority and the City, (iii) the Continuing Disclosure Certificate, dated as of the Closing Date (the "**Continuing Disclosure Certificate**") to be executed by the City, and (iv) the Official Statement, and any supplements or amendments thereto, and the information contained in each of such documents, in connection with the public offering and sale of the Bonds. The Authority and the City consent to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Bonds.

The Authority will deliver to the Underwriter, within seven (7) business days after the date of this Purchase Contract and in sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, copies of the Official Statement in final form (including all documents incorporated by reference therein) and any amendment or supplement thereto in such quantities as the Underwriter may reasonably request in order to comply with the obligations of the Underwriter pursuant to the Rule and the rules of the Municipal Securities Rulemaking Board. As soon as practicable following receipt thereof from the Authority, the Underwriter shall deliver the Official Statement to the Municipal Securities Rulemaking Board.

5. At 8:00 a.m., Los Angeles time, on _____, 2020, or at such other time or on such other business day as shall have been mutually agreed upon by the Authority and the Underwriter (the "**Closing Date**"), the Authority will cause the Bank to authenticate and deliver to the Underwriter at the office of The Depository Trust Company ("**DTC**") in New York, New York, or at such other place as the Authority and the Underwriter may mutually agree upon, the Bonds in fully-registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Bonds by wire transfer payable in immediately available funds to or upon the order of the City at such place in Los Angeles, California, or New York, New York, as shall have been mutually agreed upon by the Authority and the Underwriter. Such delivery of and payment for the Bonds is referred to herein as the "**Closing**." The Bonds shall be made available for inspection by DTC at least one business day before the Closing.

6. The Authority represents, warrants, and covenants to the Underwriter that:

(a) The Authority is a joint powers authority under Article 1 of Chapter 5 of Division 7 of Title 1 of the California Government Code duly organized and validly existing under and by virtue of the Constitution and the laws of the State of California (the "**State**").

(b) The Authority has the legal right and power to issue and deliver the Bonds and to execute and deliver, and to perform its obligations under, the Indenture, the Installment Purchase Agreement, the Escrow Deposit and Trust Agreements, each dated as of _____, 2020 (the "**Escrow Agreements**") by and among the Authority, the City and the Bank, and this Purchase Contract (collectively, the "**Authority Documents**"). The Authority has duly authorized the issuance and delivery of the Bonds and the execution and delivery of, and performance of its

obligations under, the Authority Documents and, as of the date hereof, such authorizations are in full force and effect and have not been amended, modified, or rescinded. When executed and delivered by the respective parties thereto, the Authority Documents will constitute legal, valid, and binding obligations of the Authority in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws, the application of equitable principles relating to or affecting creditors' rights generally, the exercise of judicial discretion in appropriate cases, and the limitations on legal remedies against joint powers authorities in the State. The Authority has complied, and will at the Closing be in compliance in all respects, with its obligations under the Authority Documents.

(c) The Bonds will be issued in accordance with the Indenture and will conform in all material respects to the descriptions thereof contained in the Official Statement. The Indenture creates a valid pledge of, first lien upon, and security interest in, the Revenues.

(d) The information in the Official Statement (excluding any information with respect to DTC and the book-entry only system, the Insurer, the Policies and the Reserve Policy) is true and correct in all material respects, and the information in the Official Statement does not contain any misstatement of any material fact and does not omit any statement necessary to make the statements, in the light of the circumstances in which such statements were made, not misleading.

(e) The Authority covenants with the Underwriter that for twenty-five days after the Closing Date (the "**Delivery Period**"), if any event occurs that might or would cause the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Authority shall notify the Underwriter thereof, and if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority will cooperate with the Underwriter and the City in the preparation of an amendment or supplement to the Official Statement, at the expense of the Authority and the City, in a form and in a manner approved by the Underwriter.

(f) The Authority will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter. The Authority will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale, or distribution of the Bonds.

(g) If the Official Statement is supplemented or amended, the Official Statement, as so supplemented or amended, as of the date of such supplement or amendment, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) The Authority is not in breach of or in default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, consent, or other agreement to which the Authority is a party, and no event has occurred and is continuing that, with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any of the foregoing.

(i) The authorization, execution, and delivery by the Authority of the Authority Documents, and compliance by the Authority with the provisions thereof, do not and will not conflict with or constitute a breach of or default by the Authority under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, consent, or other agreement to which it is bound or by which its properties may be affected.

(j) No authorization, consent, or approval of, or filing or registration with, any Governmental Authority (as defined below) or court is, or under existing requirements of law will be, necessary for the valid execution and delivery of, or performance by the Authority of its obligations under, the Authority Documents, other than any authorization, consent, approval, filing, or registration as may be required under the Blue Sky or securities laws of any state in connection with the offering, sale, or issuance of the Bonds. All authorizations, consents, or approvals of, or filings or registrations with, any Governmental Authority or court necessary for the valid issuance of, and performance by the Authority of its obligations under, the Bonds will have been duly obtained or made prior to the issuance of the Bonds (and disclosed to the Underwriter). As used herein, the term "**Governmental Authority**" refers to any legislative body or governmental official, department, commission, board, bureau, agency, instrumentality, body, or public benefit corporation.

(k) The Authority shall furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and shall use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the Authority shall not be required to execute a general consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(l) There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, or public board or body, pending or, to the best knowledge of the Authority, threatened (i) in any way questioning the existence of the Authority or the titles of the officers of the Authority to their respective offices; (ii) affecting, contesting, or seeking to prohibit, restrain, or enjoin the issuance of the Bonds or the execution or delivery of any of the Authority Documents, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the Authority Documents or the consummation of the transactions contemplated thereby or any proceeding of the Authority taken with respect to any of the foregoing, or contesting the exclusion of the interest on the Bonds from taxation or contesting the powers of the Authority and its authority to pledge the Revenues; (iii) that may result in any material adverse change relating to the Authority that will materially adversely affect the Authority's ability to apply Revenues to pay the Bonds when due; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(m) Other than in the ordinary course of its business or as contemplated by the Official Statement, between the date of this Purchase Contract and the Closing Date the Authority

will not, without the prior written consent of the Underwriter, offer or issue any certificates, bonds, notes, or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Revenues.

(n) Any certificate signed by any official or other representative of the Authority and delivered to the Underwriter pursuant to this Purchase Contract shall be deemed a representation and warranty by the Authority to the Underwriter as to the truth of the statements therein made.

7. The City represents, warrants, and covenants to the Underwriter that:

(a) The City is a municipal corporation of the State duly organized and validly existing under and by virtue of the Constitution and the laws of the State.

(b) The City has the legal right and power to execute and deliver, and to perform its obligations under, the Indenture, the Installment Purchase Agreement, the Escrow Agreements, the Continuing Disclosure Certificate and this Purchase Contract (together, the "**City Documents**"). The City has duly authorized the execution and delivery of, and performance of its obligations under, the City Documents and, as of the date hereof, such authorizations are in full force and effect and have not been amended, modified, or rescinded. When executed and delivered by the respective parties thereto, the City Documents will constitute legal, valid, and binding obligations of the City in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws, the application of equitable principles relating to or affecting creditors' rights generally, the exercise of judicial discretion in appropriate cases, and the limitations on legal remedies against cities in the State. The City has complied, and will at the Closing be in compliance in all respects, with its obligations under the City Documents.

(c) The Bonds will be issued in accordance with the Indenture and will conform in all material respects to the descriptions thereof contained in the Official Statement. The Bonds will be paid from Installment Payments (as such term is defined in the Indenture), which payments have been duly and validly authorized pursuant to applicable law.

(d) The Installment Purchase Agreement creates a valid pledge of, first lien upon, Net Water System Revenues (as such term is defined in the Indenture).

(e) The information in the Official Statement (excluding any information with respect to DTC and the book-entry only system, the Insurer, the Policies and the Reserve Policy) is true and correct in all material respects, and the information in the Official Statement does not contain any misstatement of any material fact and does not omit any statement necessary to make the statements, in the light of the circumstances in which such statements were made, not misleading.

(f) To assist the Underwriter in complying with the Rule, the City will undertake, pursuant to the Continuing Disclosure Certificate, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. The Official Statement describes the incidences during the last five years in which the City has failed to comply with previous undertakings to provide annual continuing disclosure reports and notices of material events.

(g) The City covenants with the Underwriter that during the Delivery Period, if any event occurs that might or would cause the Official Statement, as then supplemented or

amended, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City shall notify the Underwriter thereof, and if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will cooperate with the Authority and the Underwriter in the preparation of an amendment or supplement to the Official Statement, at the expense of the City and the Authority, in a form and in a manner approved by the Underwriter.

(h) The City will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter. The City will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale, or distribution of the Bonds.

(i) If the Official Statement is supplemented or amended, the Official Statement, as so supplemented or amended, as of the date of such supplement or amendment, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(j) The City is not in breach of or in default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, consent, or other agreement to which the City is a party, and no event has occurred and is continuing that, with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any of the foregoing.

(k) The authorization, execution, and delivery by the City of the City Documents, and compliance by the City with the provisions thereof, do not and will not conflict with or constitute a breach of or default by the City under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, consent, or other agreement to which it is bound or by which its properties may be affected.

(l) No authorization, consent, or approval of, or filing or registration with, any Governmental Authority (as defined above) or court is, or under existing requirements of law will be, necessary for the valid execution and delivery of, or performance by the City of its obligations under, the City Documents, other than any authorization, consent, approval, filing, or registration as may be required under the Blue Sky or securities laws of any state in connection with the offering, sale, or issuance of the Bonds. All authorizations, consents, or approvals of, or filings or registrations with, any Governmental Authority or court necessary for the valid issuance of, and performance by the City of its obligations under, the Bonds will have been duly obtained or made prior to the issuance of the Bonds (and disclosed to the Underwriter).

(m) The City shall furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and shall use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the City shall not be

required to execute a general consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(n) There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, or public board or body, pending or, to the best knowledge of the City, threatened (i) in any way questioning the existence of the City or the titles of the officers of the City to their respective offices; (ii) affecting, contesting, or seeking to prohibit, restrain, or enjoin the issuance of the Bonds or the execution or delivery of any of the City Documents, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the City Documents or the consummation of the transactions contemplated thereby or any proceeding of the City taken with respect to any of the foregoing, or contesting the exclusion of the interest on the Bonds from taxation or under which a determination adverse to the City would have a material adverse effect upon the financial condition of the Water System (as such term is defined in the Indenture), or which, in any manner, questions or affects the right or ability of the City to use the Net Water System Revenues for the Installment Payments or in any manner affects the right or ability of the City to collect or pledge the Net Water System Revenues; (iii) which, except as described in the Official Statement, may result in any material adverse change to the financial condition of the Water System or to the sufficiency of Net Water System Revenues to pay the Installment Payments when due; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(o) Other than in the ordinary course of its business or as contemplated by the Official Statement, between the date of this Purchase Contract and the Closing Date the City will not, without the prior written consent of the Underwriter, offer or issue any certificates, bonds, notes, or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a lien on the Net Water System Revenues superior to or equal to the lien of the Installment Payments on the Net Water System Revenues.

(p) The financial statements of, and other financial information regarding, the City contained in the Official Statement fairly present the financial position and results of the operations of the City as of the dates and for the periods therein set forth, and, to the best of the City's knowledge, (i) the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied, (ii) the unaudited financial statements have been prepared on a basis substantially consistent with the audited financial statements included in the Official Statement and reflect all adjustments necessary to that effect, and (iii) the other financial information has been determined on a basis substantially consistent with that of the City's audited financial statements included in the Official Statement.

(q) Except as otherwise described in the Official Statement, there shall not have been any material adverse changes in the financial condition of the Water System since June 30, 2019.

(r) Any certificate signed by any official or other representative of the City and delivered to the Underwriter pursuant to this Purchase Contract shall be deemed a representation and warranty by the City to the Underwriter as to the truth of the statements therein made.

8. The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties, and covenants of the Authority and the City contained herein and in the Authority Documents and City Documents to which each of the Authority or the City, as applicable, is a party, and the performance by the Authority and the City of their respective obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Purchase Contract are and shall be subject to the following further conditions:

(a) The representations and warranties of the Authority and the City contained herein shall be true, complete, and correct in all material respects on the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete, and correct in all material respects at the Closing; the Authority and the City shall be in compliance with each of the agreements made by it in this Purchase Contract (unless such agreements are waived by the Underwriter) and there shall not have occurred an adverse change in the financial position of the City or the Water System that materially adversely affects the ability of the City to make the Installment Payments when due or otherwise perform any of its obligations under the City Documents, and there shall not have occurred an adverse change in the financial position of the Authority that materially adversely affects the ability of the Authority to make payments of principal of and interest on the Bonds when due or otherwise perform any of its obligations under the Authority Documents.

(b) At the time of the Closing, the Authority Documents and the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented (except as may be agreed to in writing by the Underwriter); all actions that, in the opinion of Best Best & Krieger LLP, Riverside, California, Bond Counsel ("**Bond Counsel**"), shall be necessary in connection with the transactions contemplated hereby shall have been duly taken and shall be in full force and effect; the Authority shall perform or shall have performed its obligations required under or specified in the Authority Documents to be performed at or prior to the Closing; and the City shall perform or shall have performed its obligations required under or specified in the City Documents to be performed at or prior to the Closing.

(c) At the time of the Closing, the Official Statement (as amended and supplemented) shall be true and correct in all material respects, and shall not omit any statement or information necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) Except as disclosed in the Official Statement or in a schedule delivered to the Underwriter at the Closing, no decision, ruling, or finding shall have been entered by any court or Governmental Authority since the date of this Purchase Contract (and not reversed on appeal or otherwise set aside) that has any of the effects described in Section 8(f) hereof.

(e) (i) No default by the Authority or the City shall have occurred and be continuing in the payment of the principal of or premium, if any, or interest on any bond, note, or other evidence of indebtedness issued by the Authority or the City, and (ii) no bankruptcy, insolvency, or other similar proceeding in respect of the Authority or the City shall be pending or, to the knowledge of the Authority or the City, contemplated.

(f) The Underwriter may terminate this Purchase Contract by written notification to the Authority and the City if at any time after the date hereof and prior to the Closing:

(i) legislation shall have been enacted by the United States or the State or shall have been reported out of committee or be pending in committee, or a decision shall have been rendered by a court of the United States or the Tax Court of the United States, or a ruling shall have been made or a regulation, proposed regulation, or a temporary regulation shall have been published in the Federal Register or any other release or announcement shall have been made by the Treasury Department of the United States or the Internal Revenue Service, with respect to Federal or State taxation upon revenues or other income or payments of the general character to be derived by the City or upon interest received on obligations of the general character of the Bonds, which, in the reasonable opinion of the Underwriter (after consultation with, and receipt of advice from, the City), materially adversely affects the market for the Bonds; or

(ii) in the reasonable opinion of the Underwriter (after consultation with, and receipt of advice from, the City or its municipal advisor), any of the following events materially adversely affects the market for the Bonds: (a) the United States shall have become engaged in hostilities that have resulted in a declaration of war or a national emergency or the President of the United States of America shall have committed the armed forces of the United States of America to combat so as to adversely affect the financial markets in the United States of America, (b) any other calamity or crisis in the financial markets of the United States or elsewhere, (c) the sovereign debt rating of the United States is downgraded by any major credit rating agency or a payment default occurs on United States Treasury obligations, or (d) a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States or any city, county, or other political subdivision located in the United States having a population of over 500,000; or

(iii) there shall have occurred a general suspension of trading on the New York Stock Exchange or other major exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission or any other Governmental Authority having jurisdiction, or a general banking moratorium shall have been declared by Federal, California, or New York authorities having jurisdiction and being in force; or

(iv) there shall have occurred an adverse change in the financial position, results of operations, or financial condition of the City that, in the reasonable opinion of the Underwriter (after consultation with, and receipt of advice from, the City), materially adversely affects the market for the Bonds; or

(v) any legislation, ordinance, rule, or regulation shall be introduced in, or be enacted by, any governmental body, department, or agency of the State, or a decision by any court of competent jurisdiction within the State or any court of the

United States shall be rendered that, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds; or

(vi) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation, or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, or sale of obligations of the general character of the Bonds, or the issuance, offering, or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect; or

(vii) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, which restrictions materially adversely affect the ability of Underwriter to trade obligations of the general character of the Bonds; or

(viii) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Authority's or the City's obligations secured in a like manner, which, in the Underwriter's reasonable opinion, materially adversely affects the marketability or market price of the Bonds; or

(ix) the commencement of any action, suit, or proceeding described in Section 7(l) or 8(n) that, in the judgment of the Underwriter, materially adversely affects the market price of the Bonds; or

(x) any event occurring, or information becoming known that, in the reasonable judgment of the Underwriter, makes any statement or information contained in the Official Statement, as of its date, untrue in any material adverse respect, or has the effect that the Official Statement, as of its date, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) At or prior to the Closing, the Underwriter shall receive the following documents:

(1) the opinion of Bond Counsel, dated the Closing Date, in substantially the form included in the Official Statement as Appendix D, addressed to the Authority (and accompanied by reliance letters to the Underwriter, the City and the Bank);

(2) a supplemental opinion of Bond Counsel, in form and substance satisfactory to the Underwriter, dated the Closing Date, addressed to the Underwriter, to the effect that:

(i) the Purchase Contract has been duly executed and delivered by the Authority and the City and (assuming due authorization, execution and delivery by and enforceability against the Underwriter) is valid and binding upon the City, subject to laws relating to bankruptcy, insolvency, reorganization or creditors' rights generally and to the application of equitable principles;

(ii) the Bonds are not subject to registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; and

(iii) the statements contained in the Official Statement under the captions "INTRODUCTION," "FINANCING PLAN," "THE 2020 BONDS," "SECURITY FOR THE 2020 BONDS," "TAX MATTERS," "APPENDIX A—SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS" and "APPENDIX D—FORM OF OPINION OF BOND COUNSEL," insofar as such statements expressly summarize certain provisions of the Indenture, the Installment Purchase Agreement, the Bonds, and the opinion of Bond Counsel concerning certain federal tax matters relating to the Bonds, are accurate in all material respects; and

(3) an opinion of the City Attorney of the City, in form and substance satisfactory to the Underwriter, dated the Closing Date, addressed to the Authority and the Underwriter, to the effect that:

(iv) the City is a municipal corporation and general law city duly organized and validly existing under and by virtue of the laws of the State;

(v) the City has full legal power and lawful authority to enter into the City Documents and to perform its obligations thereunder;

(vi) the resolution of the City approving and authorizing the execution and delivery of the City Documents (the "**City Resolution**") was duly adopted at a meeting of the City Council of the City that was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the City Resolution is in full force and effect and has not been modified, amended, or rescinded as of the Closing Date;

(vii) the City Documents have been duly authorized, executed, and delivered by the City and, assuming due authorization, execution, and delivery by the other parties thereto, such documents constitute the legal, valid, and binding agreements of the City enforceable in accordance with their terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases, and the limitations on legal remedies against cities in the State;

(viii) to the best knowledge of such counsel, the execution and delivery by the City of the City Documents, and compliance by the City with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, court decree, resolution, or agreement to which the City is subject to or by which it is bound;

(ix) to the best knowledge of such counsel, the Official Statement (excluding therefrom financial statements and other statistical data included in the Official Statement, and any information with respect to DTC and the book-entry only system, the Insurer, the Policies and the Reserve Policy, as to which no view need be expressed) does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(x) except as otherwise disclosed in the Official Statement, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, or public board or body, pending or, to the best knowledge of such counsel, threatened (a) in any way questioning the existence of the City or the titles of the officers of the City to their respective offices; (b) affecting, contesting, or seeking to prohibit, restrain, or enjoin the issuance of the Bonds or the execution or delivery of any of the City Documents, or the payment or collection of any amounts pledged or to be pledged to pay Installment Payments or the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the City Documents or the consummation of the transactions contemplated thereby or any proceeding of the City taken with respect to any of the foregoing, or contesting the exclusion of the interest on the Bonds from taxation or under which a determination adverse to the City would have a material adverse effect upon the financial condition of the Water System, or which, in any manner, questions or affects the right or ability of the City to use the Net Water System Revenues for the Installment Payments or in any manner affects the right or ability of the City to collect or pledge the Net Water System Revenues; (c) that may result in any material adverse change relating to the City that will materially adversely affect the City's ability to perform its obligations under the City Documents; or (d) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(xi) no authorization, approval, consent, or other order of the State or any other governmental authority or agency within the State having jurisdiction over the City is required for the valid authorization, execution, and delivery by the City of the City Documents;

(4) an opinion of the City Attorney of the City, serving as General Counsel to the Authority, in form and substance satisfactory to the Underwriter, dated the Closing Date, addressed to the City and the Underwriter, to the effect that:

(i) the Authority is a joint powers authority under Article 1 of Chapter 5 of Division 7 of Title 1 of the California Government Code duly organized and validly existing under and by virtue of the Constitution and the laws of the State;

(ii) the Authority has full legal power and lawful authority to enter into the Authority Documents and to perform its obligations thereunder;

(iii) the resolution of the Authority approving and authorizing the execution and delivery of the Authority Documents and approving the Official Statement (the "**Authority Resolution**") was duly adopted at a meeting of the governing board of the Authority that was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Authority Resolution is in full force and effect and has not been modified, amended, or rescinded as of the Closing Date;

(iv) the Authority Documents have been duly authorized, executed, and delivered by the Authority and, assuming due authorization, execution, and delivery by the other parties thereto, such documents constitute the legal, valid, and binding agreements of the Authority enforceable in accordance with their terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases, and the limitations on legal remedies against joint powers authorities in the State;

(v) to the best knowledge of such counsel, the execution and delivery by the Authority of the Authority Documents, and compliance by the Authority with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, court decree, resolution, or agreement to which the Authority is subject to or by which it is bound;

(vi) except as otherwise disclosed in the Official Statement, there is no action, suit, proceeding, inquiry, or investigation at law or in equity, before or by any court, regulatory agency, or public board or body, pending or, to the best knowledge of such counsel, threatened (a) in any way questioning the existence of the Authority or the titles of the officers of the Authority to their respective offices, (b) affecting, contesting, or seeking to prohibit, restrain, or enjoin the issuance of the Bonds or the execution or delivery of any of the Authority Documents, or the payment or collection of any amounts pledged or to be pledged to pay the Installment Payments or the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the Authority Documents or the consummation of the transactions contemplated thereby or any proceeding of the Authority taken with respect to any of the foregoing, or contesting the exclusion of the interest on the Bonds from taxation or contesting the powers of the Authority and its authority to make the pledges set forth in the Trust Agreement, (c) that may result in any material adverse change relating to the Authority that will materially adversely affect the Authority's ability to perform its obligations under the Authority Documents, or (d) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(vii) no authorization, approval, consent, or other order of the State or any other governmental authority or agency within the State having jurisdiction over the Authority is required for the valid authorization, execution, and delivery by the Authority of the Authority Documents

(5) a letter from Nixon Peabody LLP, Los Angeles, California, disclosure counsel to the Authority ("**Disclosure Counsel**"), dated the Closing Date, addressed to the Underwriter, to the effect that, based upon its participation in the preparation of the

Preliminary Official Statement and Official Statement as counsel to the City and without having undertaken to determine independently the fairness, accuracy, or completeness of the statements contained in the Preliminary Official Statement and the Official Statement, such counsel has no reason to believe that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and as of the Closing Date (excluding therefrom the reports, financial and statistical data and forecasts therein, the information with respect to DTC and the book-entry system, the information relating to the Insurer, its Policies and Reserve Policy, and the information included in the Appendices thereto, as to which no view need be expressed), contained or contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(6) a certificate of the City, in form and substance satisfactory to the Underwriter, dated the Closing Date, to the effect that;

(i) the representations and warranties of the City contained in this Purchase Contract are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; and

(ii) there has been no material adverse change in the financial condition or results of operations of the City or the Water System from the date of the Official Statement to the Closing Date;

(7) a certificate of the Authority, in form and substance satisfactory to the Underwriter, dated the Closing Date, to the effect that the representations and warranties of the Authority contained in this Purchase Contract are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;

(8) a certificate, dated the date of the Preliminary Official Statement, from the Authority and the City, in the form attached hereto as Exhibit B;

(9) an opinion of counsel to the Bank, dated the Closing Date, addressed to the Underwriter and to the City, to the effect that:

(i) the Bank is a national banking association and is validly existing, duly qualified to do business and in good standing under the laws of each jurisdiction in which the performance of its duties under the Indenture would require such qualification and has the requisite power and authority to execute, deliver and perform its obligations under the Indenture and the Escrow Agreements (collectively, the "**Bank Documents**");

(ii) the Bank is duly eligible and qualified to act as trustee under the Indenture;

(iii) the Bank has all requisite power, authority and legal right to execute and deliver the Bank Documents and to perform its obligations under the Bank Documents, and has taken all necessary corporate action to authorize the execution and delivery of and the performance of its obligations under the Bank Documents;

(iv) the Bank has duly executed and delivered the Bank Documents. Assuming the due authorization, execution and delivery thereof by the other parties thereto, the Bank Documents are the legal, valid, and binding agreements of the Bank enforceable against the Bank in accordance with their respective terms, except to the extent enforceability thereof may be subject to (A) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights and remedies heretofore or hereafter enacted, and (B) the application of equitable principles and the exercise of judicial discretion in appropriate cases;

(v) the Bonds have been duly authenticated by the Bank;

(vi) the execution, delivery and performance of the Bank Documents by the Bank and the consummation of the transactions contemplated thereby do not and will not (a) to the knowledge of such counsel, conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, or other agreement or instrument to which the Bank is a party or by which the Bank is bound or to which any of the property or assets of the Bank or any of its subsidiaries is subject, (b) result in any violation of the provisions of the charter, articles of association, by-laws, or applicable resolutions of the Bank, or (c) to the knowledge of such counsel, result in any violation of any statute or any order, rule, or regulation of any court or government agency or body having jurisdiction over the Bank or any of its properties or assets; and

(vii) to the knowledge of such counsel, there are no actions, proceedings or investigations pending or threatened against the Bank before any court, administrative agency or tribunal (a) asserting the invalidity of the Bank Documents, (b) seeking to prevent the consummation of any of the transactions contemplated thereby, or (c) that might materially and adversely affect the performance by the Bank of its obligations under, or the validity or enforceability of the Bank Documents;

(10) a certificate, dated the Closing Date, signed by a duly authorized officer of the Bank, to the effect that;

(i) the Bank is a national banking association organized and existing under and by virtue of the laws of the United States of America, having the necessary power to enter into, accept, and administer the trusts created under the Bank Documents and to authenticate the Bonds;

(ii) the Bank Documents have been duly authorized, executed, and delivered by a duly authorized officer of the Bank, and the execution, delivery, and performance of the Bank Documents have been duly authorized by all necessary action of the Bank;

(iii) the Bank Documents constitute the legal, valid, and binding obligations of the Bank enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought;

(iv) the Bonds have been duly authenticated by a duly authorized officer of the Bank;

(v) no consent, approval, authorization, or other action by any governmental or regulatory authority having jurisdiction over the Bank that has not been obtained is or will be required for the execution and delivery of the Bank Documents or the performance by the Bank of its duties and obligations under the Bank Documents;

(vi) the execution and delivery by the Bank of the Bank Documents and compliance with the terms thereof will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution, or any other agreement or instrument to which the Bank is a party or by which it is bound, or any law or any rule, regulation, order, or decree of any court or governmental agency or body having jurisdiction over the Bank or any of its activities or properties (except that no representation, warranty, or agreement need be made with respect to any federal or State securities or blue sky laws or regulations);

(vii) the Bank's action in executing and delivering the Bank Documents will not contravene the articles or bylaws of the Bank and is in full compliance with, and does not conflict with, any applicable law or governmental regulation currently in effect, and such action does not conflict with or violate any contract to which the Bank is a party or any administrative or judicial decision by which the Bank is bound; and

(viii) there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental agency, public board, or body that has been served on the Bank, or to the best knowledge of the Bank, threatened against the Bank which in the reasonable judgment of the Bank would affect the existence of the Bank or in any way contesting or affecting the validity or enforceability of the Bank Documents or contesting the powers of the Bank or its authority to enter into and perform its obligations thereunder;

(11) a letter from Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, counsel to the Underwriter ("**Underwriter's Counsel**"), dated the Closing Date, addressed to the Underwriter, in form and substance acceptable to the Underwriter;

(12) certified copies of the City Resolution, the Authority Resolution, and an incumbency resolution of the Bank;

(13) copies each of the Authority Documents, the City Documents, and the Official Statement, duly executed and delivered by the respective parties thereto;

(14) a tax certificate with respect to the 2020A Bonds of the City, in form satisfactory to Bond Counsel, signed by an appropriate officer of the City;

(15) evidence that the insured and underlying ratings on the Bonds of "____" and "A," respectively, by S&P are in full force and effect on the Closing Date;

(16) copies of the statements with respect to the sale of the Bonds required to be delivered to the California Debt and Investment Advisory Commission;

(17) evidence that a debt management policy which complies Sections 8855 of the California Government Code has been adopted by the City;

(18) a copy of the Blanket Letter of Representations to DTC relating to the Bonds signed by the City;

(19) evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing;

(20) evidence satisfactory to the Underwriter of the issuance of the Policies by the Insurer;

(21) evidence satisfactory to the Underwriter that the Bank shall have received the Reserve Policy from the Insurer;

(22) an opinion of counsel to the Insurer, in form and substance satisfactory to the Underwriter, Bond Counsel and Underwriter's Counsel, with respect to, among other matters, the Policies and the Reserve Policy, and disclosures relating thereto and to the Insurer in the Official Statement;

(23) a certificate of the Insurer, in form and substance satisfactory to the Underwriter, Bond Counsel, and Underwriter's Counsel, with respect to, among other matters, the Policies and the Reserve Policy;

(24) a no-default certificate of the Insurer, in form and substance satisfactory to the Underwriter, Bond Counsel and Underwriter's Counsel;

(25) copies of the executed certificates or opinions required to be delivered, if any, as a condition of the execution and delivery of the Installment Purchase Agreement on a parity with the Existing Additional Obligations (as such term is defined in the Preliminary Official Statement), each in form and substance satisfactory to Bond Counsel and to Underwriter's Counsel;

(26) A verification report related to the refunding of the Refunded Bonds;

(27) An opinion of Bond Counsel addressed to the Underwriter and the Bank to the effect that the Refunded Bonds have been legal defeased; and

(28) such additional legal opinions, certificates, proceedings, instruments, and other documents as the Underwriter, Underwriter's Counsel, or Bond Counsel may reasonably request to evidence compliance by the City with legal requirements, the accuracy, as of the time of Closing, of the City's representations herein contained, and the due performance or satisfaction by the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the City.

If the City shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Contract or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the City nor the Underwriter shall have any further obligation hereunder.

9. The performance by each of the Authority and the City of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder and (ii) receipt

by the Authority, the City, and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than Authority and the City.

10. No expenses and costs of the City or the Authority incident to the performance of the Authority's or the City's obligations in connection with the authorization, issuance, and sale of the Bonds to the Underwriter, such as the costs of preparation (including word processing, printing, and reproduction), distribution and delivery of the Preliminary Official Statement, the Official Statement, and this Purchase Contract, in reasonable quantities, fees of rating agencies, fees and expenses of any municipal advisor to the City and fees and expenses of Bond Counsel or Disclosure Counsel for the City, shall be paid by the Underwriter. Except as indicated above, all out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, traveling, and other expenses and the fees and expenses of the Underwriter including but not limited to and fees and expenses of Underwriter's Counsel, shall be paid by the Underwriter.

11. Any notice or other communication to be given to the Authority under this Purchase Contract may be given by delivering the same in writing to the Authority, c/o the City of Oxnard, 300 West Third Street, Oxnard, California 93030, Attention: Executive Director, or to such other person as the Executive Director may designate in writing. Any notice or other communication to be given to the City under this Purchase Contract may be given by delivering the same in writing to the City of Oxnard, 300 West Third Street, Oxnard, California 93030, Attention: City Manager, or to such other person as the City Manager may designate in writing. Any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, One Montgomery Street, 35th Floor, San Francisco, California 94104, Attention: Sara Brown. The approval of the Underwriter when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing signed by the Underwriter and delivered to the Authority and the City.

12. For all purposes of this Purchase Contract, a default shall not be deemed to be continuing if it has been cured, waived, or otherwise remedied. This Purchase Contract shall be governed by and construed in accordance with the laws of the State applicable to contracts made and performed within the State.

13. This Purchase Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

14. This Purchase Contract when accepted by the Authority and the City in writing shall constitute the entire agreement among the City, the Authority, and the Underwriter and is made solely for the benefit of the City, the Authority, and the Underwriter (including the successors or assigns of the Underwrites approved by the City and the Authority). No other person shall acquire or have any right hereunder or by virtue hereof. All of the representations, warranties, and agreements of the City and the Authority contained in this Purchase Contract shall remain operative and in full force and effect regardless of (a) any investigation made by or on behalf of the Underwriter (but, if the Underwriter does discover by its investigation that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Underwriter shall so notify the City and the Authority); (b) the delivery of and payment for the Bonds; and (c) any termination of this Purchase Contract.

15. This Purchase Contract shall not be modified or amended without the prior written consent of the Underwriter and the City.

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By: _____
Authorized Officer

Accepted as of _____ a.m./p.m.

CITY OF OXNARD FINANCING AUTHORITY

_____
Executive Director

CITY OF OXNARD

_____
City Manager

EXHIBIT A

$_____
CITY OF OXNARD FINANCING AUTHORITY
Water Revenue Bonds,
Series 2020A

Maturity Date (June 1)	*Principal Amount*	*Interest Rate*	*Yield*	*Price*	*10% Test Used*	*Hold the Offering Price Rule Used*

_____
[C] Priced to yield to optional redemption date of June 1, 20____ at ____.

$_____
CITY OF OXNARD FINANCING AUTHORITY
Water Revenue Refunding Bonds,
Series 2020B (Federally Taxable)

Maturity Date (June 1)	*Principal Amount*	*Interest Rate*	*Yield*	*Price*

EXHIBIT B

$_____ CITY OF OXNARD FINANCING AUTHORITY Water Revenue Bonds, Series 2020A	$_____ CITY OF OXNARD FINANCING AUTHORITY Water Revenue Refunding Bonds, Series 2020B (Federally Taxable)

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents that the undersigned is the duly appointed and acting representative of the City of Oxnard Financing Authority (the "**Authority**") and the City of Oxnard (the "**City**"), and as such is duly authorized to execute and deliver this Certificate on behalf of the Authority and the City, and further hereby certifies and reconfirms on behalf of the Authority and the City as follows:

(1) This Certificate is delivered in connection with the offering and sale of the above captioned bonds (the "**Bonds**") in order to enable the Underwriter of the Bonds to comply with Securities and Exchange Commission Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (the "**Rule**").

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, setting forth information concerning the Bonds, the Authority and the City (the "**Preliminary Official Statement**").

(3) As used herein, "**Permitted Omissions**" means the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all with respect to the Bonds.

(4) The Preliminary Official Statement is, except for the Permitted Omissions, deemed final within the meaning of the Rule, and the information therein is accurate and complete except for the Permitted Omissions.

Dated: _____, 2020

CITY OF OXNARD FINANCING AUTHORITY

By:_____
Executive Director

CITY OF OXNARD

By:_____
City Manager

EXHIBIT C

FORM OF ISSUE PRICE CERTIFICATE

$_____
CITY OF OXNARD FINANCING AUTHORITY
Water Revenue Bonds,
Series 2020A

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated ("**Stifel**") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the "**Bonds**").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. [***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) Stifel offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "**Initial Offering Prices**") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Contract, dated _____, 2020, by and between Stifel and the Issuer, Stifel has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "**hold-the-offering-price rule**"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "**General Rule Maturities**."

(b) [*Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "**Hold-the-Offering-Price Maturities**."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2020), or (ii) the date on which Stifel has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) *Issuer* means the City of Oxnard Financing Authority.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "**related party**" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) [*Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2020.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).]

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in a Certificate as to Arbitrage and Tax Compliance Procedures for the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Best Best & Krieger LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By:_____

Name:_____

By:_____

Name:_____

Dated: _____, 2020

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES [AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES]

(Attached)

[SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)]

S&P Global
Ratings

RatingsDirect®

Summary:

Oxnard Financing Authority, California; Water/Sewer

Primary Credit Analyst:
Malcolm N D'Silva, Centennial + 1 (303) 721 4526; malcolm.dsilva@spglobal.com

Secondary Contact:
Chloe S Weil, San Francisco (1) 415-371-5026; chloe.weil@spglobal.com

Table Of Contents

Rating Action

Stable Outlook

Credit Opinion

Summary:

Oxnard Financing Authority, California; Water/Sewer

Credit Profile		
US$24.53 mil wtr rev and rev rfdg bnds (Oxnard) ser 2020A due 06/01/2055		
Long Term Rating	A/Stable	New
US$5.39 mil rev rfdg bnds (Oxnard) ser 2020B due 06/01/2030		
Long Term Rating	A/Stable	New

Rating Action

S&P Global Ratings assigned its 'A' long-term rating to Oxnard Financing Authority, Calif.'s anticipated $30 million series 2020A and 2020B water revenue bonds (2020 bonds), on behalf of Oxnard city. At the same time, we affirmed our 'A' long-term rating and underlying rating (SPUR) on the existing water revenue and revenue refunding bonds issued by the authority on behalf of the city. The outlook is stable.

The 2020 bonds are being issued to finance approximately $25 million in construction of certain water capital improvement projects, and to refund certain outstanding water revenue bonds (including a refunding of the existing 2010A and 2012A bonds) for debt service savings. The bonds are payable from installment payments that are secured by the net revenues of the city's water system. We view the bond provisions as adequate and permissive. Key bond provisions include a rate covenant of 1x as long as there is cash available equivalent to at least 25% of maximum annual debt service (MADS). The additional bonds test allows for the same restrictions as the rate covenant. We understand that the city intends to provide a standard debt service reserve fund for the 2020 bonds, which, in our view, will provide additional liquidity.

Credit overview

The ratings reflect our opinion of the city water system's general creditworthiness and a combination of its very strong enterprise risk profile and strong financial risk profile. The water system is in the middle of a large capital cycle to address potential capital projects including recycled water facility improvements and recharge and recovery expansion related to its Groundwater Recovery Enhancement and Treatment Program (GREAT Program), a regional water resources plan that enhances its water supply reliability through local sources in the near future. We recognize these capital projects are also critical to mitigate future anticipated groundwater cutbacks and pumping allocation reductions that reduces groundwater pumping over the next 20 years. The city is initiating a comprehensive cost-of-service rate study in early 2021 to develop a rate structure around funding its capital needs. Based on our assessment, the system will need additional debt to fund the large capital plan. In addition, the city's credit profile will center on greater clarity regarding the system's upcoming financial plan and rate study to offset future anticipated debt service costs, or any potential declines to operating margins from unexpected reduction in consumption stemming from conservation, weather, or economic contraction.

In addition, we believe Oxnard is experiencing the tail end of a period of institutional stress and political conflict, with ineffective wastewater utility management earlier in the decade. The topic of wastewater rates and fees may be fading in its political potency, given the recent favorable court of appeal ruling (on Oct. 13, 2020) to overturn the Measure M initiative (a ballot initiative to repeal the city's wastewater rate increase ordinance in 2016). A diminishing credit weakness, in our view, is the city's legacy of management deficiencies. Management has been addressing the weaknesses in internal controls and management practices, which is reflected in the city's audits that have been unqualified since the fiscal 2017 report. Moreover, the auditor views the city as having addressed over 90% of its previous findings and recommendations list. We view the city's implementation of a new enterprise resource planning system as essential to institutionalizing gains in this area.

S&P Global Ratings acknowledges a high degree of uncertainty related to the effects of COVID-19, including the rate of spread and peak of the outbreak. Although we consider the water system's financial flexibility could likely be affected by reduced economic activity in the region depending on the probability of additional shelter-in-place restrictions, in our view, this risk is somewhat mitigated by the system's strong liquidity position, which we believe provides sufficient cushion for short-term disruptions. While we continue to monitor events related to COVID-19, we do not currently anticipate it affecting the system's ability to maintain budgetary balance and make debt service payments. For more information, see "All U.S. Public Finance Sector Outlooks Are Now Negative," published April 1, 2020, on RatingsDirect, and "The U.S. Economy Reboots, With Obstacles Ahead," published Sept. 24, 2020 on RatingsDirect.

The enterprise risk profile reflects our view of the water system's:

- Service area participation in the broad and diverse Oxnard-Thousand Oaks-Ventura metropolitan area economy;
- Very low industry risk as a monopolistic service provider of an essential public utility;
- Affordable service rates (in the context of the service area's strong income levels and average county poverty rates), with an approved rate increase in fiscal 2018, although rate adjustments have not been timely in the past; and
- Standard operational management practices and policies.

The financial risk profile reflects our view of the water system's:

- Financial performance that has improved since fiscal 2018 from insufficient levels in the past;
- Strong and improved liquidity position more recently that has fluctuated in the past due to insufficient financial performance;
- Highly leveraged system, with significant long-term capital needs, with a financial plan that is being revised based on the upcoming cost-of-service rate study; and
- Standard financial management practices and policies.

The stable outlook reflects our view of recent improved financial performance and adequate water supply to meet the system's demands. In support of future financial performance, the city has represented that it will develop a financial plan and implement an upcoming rate study for the water system that will support its large capital improvement plan (CIP). Because the current management-provided financial forecast indicates that there will be no significant erosion in

financial performance, we believe that this is supportive of the rating at the current level.

Environment, social, and governance (ESG) factors

The city's water supply is susceptible to elevated environmental risk related to climate change and natural cycles of drought. Additionally, recent wildfires have affected the city's service area, although none of the wells or assets were affected, and we believe the city has well-defined emergency preparedness plans. The groundwater basin within the city boundaries are subject to the provisions of the Sustainable Groundwater Management Act (SGMA), and the underlying basin is designated as a high priority basin due to overdraft conditions. We believe that SGMA could affect the city's water supply as it may be required to reduce its pumping over time to comply with SGMA requirements. In addition, the anticipated "ramp down" for pumping allocations may likely reduce groundwater pumping over the next 20 years. Officials plan to make a number of investments across its facilities and distribution network to reduce the system's environmental risks while enhancing its water supply reliability through local sources (including expansion of recycled water) in the near future. The city has reported no exposure to emerging contaminants like per- and polyfluoroalkyl substances (PFAS), which we view as favorable to credit quality.

Although there have not been any limitations on water demand, food processing, or farming in the service area or noted COVID-19 outbreaks at this time, we believe there are increased public health and safety risks due to the pandemic. Oxnard's senior management team has undergone significant transitions in the past two years, with the current hierarchy responsible for financial management in place since January 2019, and we see no signs of administrative or governance disruption. Given its recent accomplishments to address management deficiencies, we view governance risks as generally commensurate with similarly-rated peers.

Stable Outlook

Downside scenario

We could lower the rating if the water system's financial performance significantly declines below management's forecast due to unanticipated and extraordinarily large change in its CIP or higher-than-expected operating costs that could alter related financial metrics, including significant spend down of unrestricted reserves. Moreover, we could lower the rating, if economic and financial metrics are no longer consistent with the rating level, as a result of the dampening effects of the pandemic on local economic activity, or if we see signs that organizational improvement has stalled such as from additional senior management turnover.

Upside scenario

We could take a positive rating action if the city continues to make progress fortifying its organizational culture and recent investments to facilitate efficiency and transparency improvements in its internal controls, while sustaining its recent improved financial performance. In addition, to consider a higher rating, we would also assess if the city's water system continues to achieve strong financial performance and metrics that are sustainable through this economic cycle, while successfully executing its large capital plan.

Credit Opinion

Enterprise risk

Oxnard, with a population of approximately 210,000, is situated approximately 65 miles northwest of Los Angeles in Ventura County. Historically, the city served as a processing and service center for a surrounding agricultural region, but the city's economic base now includes a diverse mix of industrial and commercial activity, along with a base of regional commuter neighborhoods. We view the service area's income levels to be strong based on the city's median household effective buying income (MHHEBI), which was 110% of the national median. The customer base is stable and primarily residential, having grown less than 1% annually in terms of water service accounts during the past five years. At the end of fiscal 2020, there were 42,800 accounts, of which about 86% on average were residential.

We view the system's market position as strong given the affordable service rates in the context of the service area's strong income metrics, and we believe the city has future rate-setting flexibility. The city has adjusted service rates with the new approved rates effective in September 2017 (includes a 14% increase for fiscal 2018). We understand that the city also added an automatic pass-through of wholesale water cost increases to the rate structure. We understand that the city will initiate a water utility cost-of-service rate study in early 2021 to maintain revenue sufficiency, and management expects the upcoming rate study to provide greater clarity on the funding mix for its large capital program. Residential customers currently pay a base charge dependent on water meter size and a volumetric charge based on monthly water use. For a typical residential customer using an average of 1,200 cubic feet of water, we calculate a monthly water bill of $67.91. When annualized, this represents about 1.4% of the city's MHHEBI, which we view as affordable and not a material source of resistance to revenue raising.

We consider the system's operational management to be standard under our operational management assessment methodology, which indicates a somewhat favorable alignment of operations and organizational goals, although some challenges exist. The city acquires water supply from three sources: local groundwater, purchased groundwater from United Water Conservation District, and imported surface water from Calleguas Municipal Water District (CMWD), a member of the Metropolitan Water District of Southern California. In fiscal 2020, local and purchased groundwater represented approximately 62% of supply while imported surface water represented 38% of total supply. Although local groundwater is the city's least expensive option, this source is constrained by a likely reduction in its pumping over time to comply with SGMA requirements. The city has indicated that because imported surface water costs have continued to rise, the city is looking towards increasing the use of recycled water that is generated from the city's wastewater treatment plant. An expansion of its Advanced Water Purification Facility will add an additional 7,000 acre-feet a year of new recycled water supply to the city, which would partly be used for groundwater recharge in the near future.

The Fox Canyon Groundwater Management Agency (FCGMA) manages groundwater extractions in the underlying Oxnard subbasin. On Dec. 13, 2019, the FCGMA adopted a resolution adopting a groundwater sustainability plan for the subbasin that "ramps down", or reduces the pumping allocations per entity, by up to 43% over the next 20 years. Earlier in Dec. 2019, the city filed a lawsuit against the FCGMA claiming that it did not follow the California Environmental Quality Act and that FCGMA did not adhere to its own enabling legislation by arbitrarily restricting the city's water allocation despite its historical use of supplemental water (imported through CMWD) while increasing

allocations to other pumpers. We understand the city is still in negotiation with the FCGMA to resolve this matter in the near term. Given the city's planned investments in its GREAT Program and expansion of recycled water, we view the city will have operational flexibility to offset future groundwater cutbacks from the FCGMA.

Financial risk

The water system's financial performance has improved in recent years from insufficient levels in the past, and with the recent rate increase, we anticipate that financial performance will be sustainable in the near future. Based on the city's audited financial statements, we calculate that all-in coverage has improved to 1.7x in fiscal 2019. All-in coverage is our adjusted DSC metric that treats certain fixed debt-like obligations as if they were the actual debt of the utility, even if legally treated as an operating expense (our methodology differs from the indenture-based calculations). For the purpose of calculating all-in coverage, we take into consideration the system's direct debt obligations as well as a proportionate share of debt service from the city's wholesale water providers. Financial performance is estimated to remain steady in fiscal 2020, with a 1.5x all-in coverage metric based on our calculations.

Based on management's forecast, which we view as reasonable, we calculate all-in coverage during the next five years of at least 1.5x. Key assumptions in the forecast include an annual average revenue growth of 2% and a 3.7% annual increase in operating expenses, and no additional debt issuance. In our view, under scenarios that include a potential debt issuance of approximately $43 million during the two-year outlook period, we view all-in coverage would remain at a minimum of 1.4x during the forecast. We believe the undertaking of a new rate study within the next two years will establish a clear trajectory for future financial performance in our view.

The water system has recently maintained a strong liquidity position, and we anticipate it to likely maintain strong levels in the future despite a planned drawdown for a portion of its capital plan. At fiscal year-end 2019, the system held unrestricted cash of about $21 million, or 191 days of operating expenses. In addition, the system also held approximately $24 million in designated capital reserves that are "restricted for infrastructure development" to be spent for capital needs. Based on the CIP and cash flows, we anticipate nominal draws on internal operating cash to fund future capital projects, and we anticipate management will continue to maintain sufficient liquidity to meet operations. The city has a reserve target of maintaining operating reserves equivalent to 25% of operating costs in its utility funds. We view the system as having a high leverage position based on a 61% debt-to-capitalization ratio. The current five-year capital plan is large, at approximately $160 million, with a potential need for additional debt in the near future. Management reports that the financing mix for this CIP is yet to be determined, and the city anticipates additional debt financing in the near future.

Based on our financial management assessment, we view the water system to be a '4' on a six-point scale, with '1' being the strongest. While financial policies and practices exist in most areas, we view the water system's past insufficient financial performance without timely correction as a significant weakness. The long-term planning process is good, in our view, with financial and capital improvement projections as part of this financing. Financial reports and operational information are relatively easily obtained, and financial statements adhere to generally accepted accounting principles and Governmental Accounting Standards Board standards.

Ratings Detail (As Of November 2, 2020)

Ratings Detail (As Of November 2, 2020) (cont.)		
Oxnard WS		
Long Term Rating	A/Stable	Affirmed
Oxnard WS (BAM)		
Unenhanced Rating	A(SPUR)/Stable	Affirmed
Oxnard Fincg Auth, California		
Oxnard, California		
Oxnard Fincg Auth wtr (SYNCORA)		
Unenhanced Rating	A(SPUR)/Stable	Affirmed
Oxnard Fincg Auth (Oxnard) WS		
Long Term Rating	A/Stable	Affirmed
Oxnard Fincg Auth (Oxnard) WS (BAM) (SECMKT)		
Unenhanced Rating	A(SPUR)/Stable	Affirmed
Oxnard Fincg Auth (Oxnard) WS (NPFG)		
Unenhanced Rating	A(SPUR)/Stable	Affirmed

Many issues are enhanced by bond insurance.

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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City of Oxnard

2020 Water Revenue Bonds (Capital Projects Financing and Refunding)

PRESENTATION TO CITY COUNCIL

NOVEMBER 17, 2020

NHA | ADVISORS
Financial & Policy Strategies.
Delivered.

Recommendation

- That:
  - (i) The City Council adopt a resolution approving an installment purchase agreement, indenture of trust, a continuing disclosure agreement, an escrow agreement, and a bond purchase agreement with respect to the issuance by the City of Oxnard Financing Authority of bonds in an aggregate principal amount not to exceed $35,000,000 in one or more series as federally tax-exempt and taxable bonds, approving a preliminary official statement and authorizing preparation of a final official statement and other matters pertaining thereto; and
  - (ii) The Board of Directors of the City of Oxnard Financing Authority adopt a resolution approving an installment purchase agreement, indenture of trust, a continuing disclosure agreement, an escrow agreement, and a bond purchase agreement with respect to the issuance of bonds in an aggregate principal amount not to exceed $35,000,000 in one or more series as federally tax-exempt and taxable bonds, appointing a trustee, approving a preliminary official statement and authorizing preparation of a final official statement and other matters pertaining thereto

2

Background

- City will finance $18.65M Hueneme Road Recycled Water Pipeline Project and $6.25M Aquifer Storage & Recovery Project
- 2010A and 2012 Water Revenue Bonds can be refinanced for economic savings
  - Refinancing with Project Financing creates economies of scale

3

Financing Participants

- Issuer: Oxnard Financing Authority
- Municipal Advisor: NHA Advisors
- Bond Counsel: Best Best & Krieger
- Disclosure Counsel: Nixon Peabody
- Trustee: Wells Fargo
- Bond Underwriter: Stifel Nicolaus
  - Most recent addition to financing team; selected through competitive RFP amongst qualified underwriter pool participants

4

Capital Projects Financing

- Purpose of the two new projects are to offset local groundwater shortages and allow for future growth
  - Aquifer Storage and Recovery Project ($6.25M project cost)
  - Hueneme Road Recycled Water Pipeline Project ($18.65M project cost)
- Bonds proposed to have 35-year term in line with useful life of projects

5

Refinancing of 2010A & 2012 Bonds

- **2010A Bonds**
  - Par Outstanding: $3,635,000
  - Average Current Interest Rate: 5.5%
  - Estimated All-In Interest Cost on Refunding: 2.25%
  - Estimated Annual Cashflow Savings from Refunding: $960,000 (FYE 2021 and 2022)
    - Approximately $900,000 of these annual savings come from liquidation of the debt service reserve fund associated with the 2010A Bonds, while the remainder comes from interest rate savings
  - **Net Present Value Savings: $119,000 (3.3% of refunded par)**
- **2012 Bonds**
  - Par Outstanding: $5,925,000
  - Average Current Interest Rate: 4.01%
  - Estimated True Interest Cost on Refunding: 2.44%
  - Estimated Annual Cashflow Savings from Refunding: $120,000 (FYEs 2021-2030)
  - **Net Present Value Savings: $356,000 (6.0% of refunded par)**

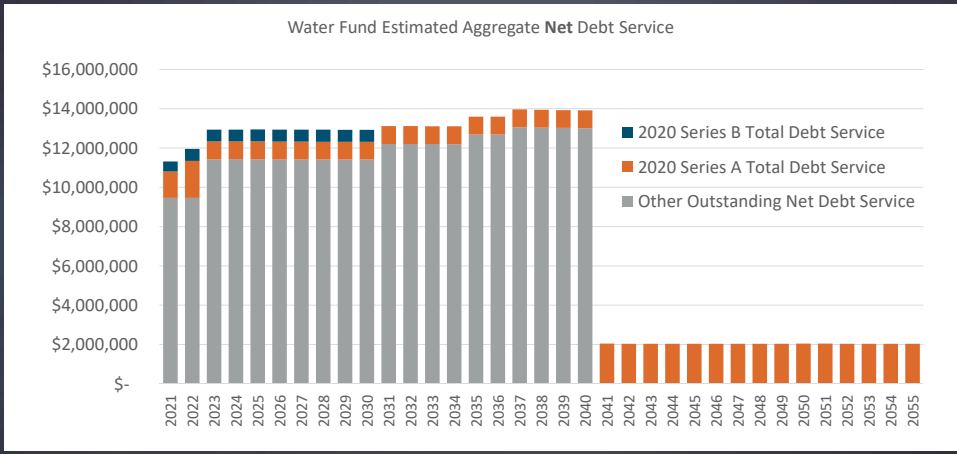
6

2020 Water Revenue Bond Financing Overview

- **2020 Series A**
  - Approximately $25M
    - Tax Exempt
    - June 2055 Final Maturity
  - Capital Projects financing and refunding of 2010A Bonds
- **2020 Series B**
  - Approximately $5.5M
  - Advance Refunding of 2012 Bonds
    - Taxable
    - June 2030 Final Maturity
- On parity with outstanding 2010B, 2014, and 2018 Water Revenue Bonds

7

Estimated Aggregate Debt Service
(After 2020 Bonds Issuance)



8

Tentative Financing Schedule

October 22:
Credit Rating Call with S&P

November 10:
F&GC Presentation

November 17:
City Council consideration of documents

December:
Pricing and Closing of 2020 Water Revenue Bonds

9

Recommendation

- That:
  - (i) The City Council adopt a resolution approving an installment purchase agreement, indenture of trust, a continuing disclosure agreement, an escrow agreement, and a bond purchase agreement with respect to the issuance by the City of Oxnard Financing Authority of bonds in an aggregate principal amount not to exceed $35,000,000 in one or more series as federally tax-exempt and taxable bonds, approving a preliminary official statement and authorizing preparation of a final official statement and other matters pertaining thereto; and
  - (ii) The Board of Directors of the City of Oxnard Financing Authority adopt a resolution approving an installment purchase agreement, indenture of trust, a continuing disclosure agreement, an escrow agreement, and a bond purchase agreement with respect to the issuance of bonds in an aggregate principal amount not to exceed $35,000,000 in one or more series as federally tax-exempt and taxable bonds, appointing a trustee, approving a preliminary official statement and authorizing preparation of a final official statement and other matters pertaining thereto

10

Questions?

11

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.1

DATE: November 17, 2020

TO: City Council

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

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the October 20, 2020 regular meeting as presented.

BACKGROUND

Not applicable.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk

ATTACHMENTS

1. Minutes 10.20.2020 CC,SA regular meeting

M I N U T E S
OXNARD CITY COUNCIL
Regular Meeting
October 20, 2020

A. ROLL CALL, POSTING OF AGENDA

At 4:33 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Community Development Successor Agency) in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Vianey Lopez, Bryan A. MacDonald, Oscar Madrigal, Bert E. Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present via videoconference.

Staff members present were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; Kenneth Rozell, Chief Assistant City Attorney; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from Pat Brown.

C. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (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.
   Legislative Body: City Council

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

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)
   Property: 538 South Meta Street (APN 201-0-213-100)
   Agency Negotiator: Ashley Golden, Assistant Executive Director
   Negotiating Parties: Alexander Russell, Executive Vice President, Many Mansions
   Under Negotiation: Price and terms of payment.
   Legislative Body: Successor Agency

4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)
   Properties: 544 Meta Street (APN 201-213-140), APN 201-0-213-130, APN 201-0-272-020, and APN 201-0-272-030
   Agency Negotiator: Ashley Golden, Assistant Executive Director

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Negotiating Parties: Emilio Ramirez, Housing Director, Oxnard Housing Authority
Under Negotiation: Price and terms of payment.
Legislative Body: Successor Agency

5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)
Properties: 144 E. Sixth Street (APN 201-0-272-170), and APN 201-0-272-200
Agency Negotiator: Ashley Golden, Assistant Executive Director
Negotiating Parties: Alex Nguyen, City Manager, City of Oxnard
Under Negotiation: Price and terms of payment.
Legislative Body: Successor Agency

The City Attorney read the following closed session statement:

"The City Council will recess 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 regarding possible actions the City may take affecting the delivery of emergency ambulance services in the City. The City Council will also recess to a closed session pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, to decide whether to initiate litigation in one potential case. The City Council will also recess to a closed session, pursuant to Government Code section 54956.8, to give instructions to its real property negotiators regarding Items C-3, C-4 and C-5 of the meeting agenda."

At 4:39 p.m., the City Council recessed to a closed session. At 6:07 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney made the following announcement: "The Council was briefed on the two anticipated litigation items and briefed on the real property negotiations items and provided direction to its negotiators." He also made a correction to the statement prior to closed session, to clarify that the real property items pertained to the Successor Agency, not the City Council.

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; and Delia Campbell, Police Finance Manager.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating November 11, 2020 as "Veterans Day."

Mayor Flynn read the proclamation and presented it to US Army Sgt. David H. Wilson of the Vietnam Veterans of Ventura County, who made some remarks.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Ramona Ramirez (drainage problems on H Street at Aster Street), Walter J. Snyder (complaints about the Police Department), Rene Aiu (upcoming election

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and economic/environmental concerns), Douglas D. Partello (Measure E), Barbara Macri-Ortiz (repeal of 2016 Measure M, upcoming election), Tom Cady (repeal of 2016 Measure M), Judith Dugan (environmental protection, upcoming election), Aaron Starr (repeal of 2016 Measure M), and Alicia Percell (illegally placed campaign signs). Written comments were received from Gary Yeung (opposing state measure 16).

G. REPORT OF CITY MANAGER

City Manager Department

1. SUBJECT: COVID-19 Update from Director of Emergency Services.
RECOMMENDATION: That the City Council receive and file an update from the Director of Emergency Services on the COVID-19 Local Emergency.

The City Manager gave a progress report on the City's COVID-19 response. No formal action was required.

2. SUBJECT: Amazon Facility Opening in Oxnard.
RECOMMENDATION: That the City Council receive an update on the Amazon Facility opening in Oxnard.

The City Manager gave a report on the progression of bringing the facility to Oxnard. Public comments were received from Cam Spencer, Maria Navarro, Amisha Deyoung-Dominguez, and Alicia Percell. Discussion ensued among the Council and staff. No formal action was required.

H. CITY COUNCIL REPORTS

Councilmember Lopez commended the Ventura County Community Foundation and other partner agencies for their work on the 2020 US Census.

Councilmember Madrigal commented on residents lacking medical insurance, and encouraged everyone to vote in the upcoming election.

Councilwoman Basua encouraged everyone to vote.

Mayor Pro Tem Ramirez urged people to stay cautious during the ongoing COVID-19 pandemic, commented on the US Census, the repeal of 2016 Measure M, the upcoming Veterans Day holiday, and acknowledged new public defender Claudia Bautista.

Councilman MacDonald commented on remote meetings and remote learning, job preparation, and the risks of "self-certification."

Mayor Flynn commented on the upcoming Veterans Day holiday and the importance of honoring our veterans.

Councilmember Perello commented on the new Amazon facility, the repeal of 2016 Measure M, the upcoming election, and the upcoming Veterans Day holiday.

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I. REVIEW OF INFORMATION/CONSENT AGENDA

Item K-3 was discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA (None received.)

K. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the October 6, 2020 regular meeting as presented.

Public Works Department

2. SUBJECT: Purchase Order with Velocity Truck Centers.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Purchase Order and sole source authorization with Velocity Truck Centers in the amount of $400,286.40 for three (3) new Autocar brand yard tractors for the Wastewater and Environmental Resources (ER) Divisions. (Public Works and Transportation Committee approved 3-0)

3. SUBJECT: Amendments to Ventura Regional Sanitation District and Waste Management, Inc. Agreements.
RECOMMENDATION: That the City Council approve and authorize:
1. The Mayor to execute a Second Amendment to Agreement No. A-5906 with Ventura Regional Sanitation District to extend the term for 90 days ending February 12, 2021 for solid waste disposal;
2. The Mayor to execute a First Amendment to the Amended and Restated Agreement to Agreement No. A-7618 with Waste Management, Inc. to extend the term for 90 days ending February 12, 2021 for solid waste disposal; and
3. The City Manager to extend the term dates for an additional ninety (90) days if necessary.
(Public Works and Transportation Committee approved 3-0)

4. SUBJECT: Establish the Wagon Wheel Community Facility District 2018-01 Fund and Approve Budget Appropriations.
RECOMMENDATION: That the City Council approve and authorize the City Manager to:
1. Establish a fund for the Wagon Wheel Community Facility District 2018-01; and
2. Approve budget appropriations to recognize revenues and expenditures for the Wagon Wheel Community Facility District 2018-01 fund.

5. SUBJECT: Ratify Third Amendment to Garcia's Landscape Maintenance Services Correcting Not to Exceed Amount Which Results in No Increase to Contract.
RECOMMENDATION: That the City Council ratify the Third Amendment to Agreement A-7971 with Garcia's Landscape Maintenance Inc. to correct the not to exceed amount (NTE) from $1,252,720 to $2,187,569.80 for landscape maintenance services in various special

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districts in accordance with Section 4-75 of the City's Purchasing Ordinance. This correction however does not increase the contract amount that the Council recently approved.

It was moved by Councilmember Perello, seconded by Councilmember Madrigal, to approve the Information/Consent items as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

L. PUBLIC HEARINGS

Police Department

1. SUBJECT: Edward Byrne Memorial Justice Assistance Grant Program FY 2020 Local JAG.
RECOMMENDATION: That City Council conduct a public hearing and adopt **Resolution No. 15,391:**
1. Authorizing the City Manager to submit an application for U.S. Department of Justice (DOJ) grant funds in the amount of $94,818 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program FY 2020 Local Solicitation with no matching fund requirement;
2. Authorizing the City Manager to execute a Memorandum of Understanding with the County of Ventura and the City of San Buenaventura designating the City of Oxnard as the lead agency and fiscal agent for the JAG;
3. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon notification of grant award;
4. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve administrative budget appropriation for the use of JAG funds upon award; and
5. Authorizing the Chief of Police or designee to submit all program related progress or status reports.

The City Clerk announced the affidavit of publication and stated that no written communications had been received. The Police Finance Manager gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. With no requests to speak and without objection, the Council approved closing the public testimony portion of the public hearing.

It was moved by Councilman MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

M. REPORTS

Community Development Department

1. SUBJECT: Cannabis Equity Program and Cannabis Cultivation.
RECOMMENDATION: That the City Council adopt the Oxnard Cannabis Local Equity Program and make recommendations on both the allocation of one time funds and 1% annual gross revenues. (Evaluated by the Housing and Economic Development Committee on September 8, 2020)

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The Assistant City Manager gave a report. Public comments were received from Shawn Belschner, Lesa Slaughter, Juan Garcia, Jim Gilmer, Ronald Arruejo, Ray Blattel, D'Nasha Lee Harrison, and Daryl Williams. Discussion ensued among the Council and staff.

It was moved by Councilwoman Basua, seconded by Mayor Pro Tem Ramirez, to direct staff to keep $500,000 in the General Fund to restore recreation and senior services programs that had been previously cut, and approve earmarking the 1% one-time donation for improvements to the Colonia Multi-Service Center building. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, and Ramirez voted in favor; Perello voted against. The motion carried 6-1.

City Manager Department

2. SUBJECT: Continuing to Wean Off of Measure O.
   RECOMMENDATION: That the City Council receive and file an update regarding the Measure O weaning process. (Finance and Governance Committee approved 3-0)

The Deputy City Manager gave a report. Public comments were received from Ray Blattel. Discussion ensued among the Council and staff. No formal action was required.

3. SUBJECT: Council's Annual Calendar of Routine Items.
   RECOMMENDATION: That the City Council accept Council's Annual Calendar of Routine Items (and related Committee Annual Calendars). (Finance and Governance Committee approved 3-0)

The Deputy City Manager gave a report. Discussion ensued among the Council and staff. No action was required.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:39 p.m.

MICHELLE ASCENCION, CMC City Clerk	TIM FLYNN Mayor

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CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.2

DATE: November 17, 2020

TO: City Council

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Third Amendment to Exclusive Negotiation Agreements between the City of Oxnard and Clear Channel Outdoor, LLC and between the City of Oxnard and Outfront Foster Interstate, LLC, both regarding potential digital billboard sites on City-owned property and rights-of-way along U.S. Highway 101.

RECOMMENDATION

That the City Council authorize the Mayor to execute a Third Amendment to Exclusive Negotiation Agreement:
1. Between the City of Oxnard and Clear Channel Outdoor, LLC regarding potential digital billboard sites on City-owned property and rights-of-way on the north side of U.S. Highway 101 between Rose Avenue and Del Norte Boulevard and the south side of U.S. Highway 101 between Vineyard Avenue and Rice Avenue; and
2. Between the City of Oxnard and Outfront Foster Interstate, LLC regarding potential digital billboard sites adjacent to RiverPark Boulevard near Vineyard Avenue (APN 132-003-301) and City-owned property and right-of-way on the north side of U.S. Highway 101 between Vineyard Avenue and Rose Avenue.
(Housing and Economic Development Committee to hear this item on November 10, 2020)

BACKGROUND

On June 18, 2019, the City Council authorized the Mayor to execute an Exclusive Negotiation Agreement between the City of Oxnard and Clear Channel Outdoor, LLC and an Exclusive Negotiation Agreement between the City of Oxnard and Outfront Foster Interstate, LLC -- both for potential digital billboard sites. Under the terms of the Exclusive Negotiation Agreements, both companies were given the exclusive right to negotiate with the City for an initial six-month period, and extended two additional six-months terms if the projects were being diligently pursued by the parties.

The milestones achieved by the companies to date include:

- July 2019 - March 2020 - Negotiated deal points with City Staff for Development Agreements
- March 2020 - Closed Session with City Council.
- May 26, 2020 - Planning staff met with Outfront Foster Interstate and provided submittal requirements.
- June 17, 2020 - Planning staff met with Clear Channel Outdoor and provided submittal requirements.
- September 3, 2020 - Planning staff met with the Outfront Foster Interstate applicant team to discuss processing and timeline.
- September 10, 2020 - Planning staff met with the Clear Channel Outdoor applicant team to discuss processing and timeline.
- October 19, 2020 - Outfront Foster Interstate submitted application materials for their two proposed sign locations

In addition to these steps with the City, because the proposed billboards would be freeway oriented, the companies are

working with Caltrans on the siting of the billboards.

ANALYSIS/DISCUSSION

During the last year, the companies have analyzed many sites within the ENA locations, and are finalizing the details and applications for four potential billboard locations.

Clear Channel continues to work through siting billboards within their ENA area, but has not yet submitted formal applications. Outfront has formally submitted applications for two locations within their ENA area.

City staff will now conduct the necessary environmental analysis and take the matter to the Planning Commission for its recommendation regarding the proposed amendments to the Zoning Code and Specific Plan regulations that would be necessary in order to allow digital billboards in specific locations along U.S. Highway 101. Additionally, the Planning Commission would take action on the Special Use Permit allowing for the digital billboards at the specific location (subject to City Council approval of the Zoning Code and Specific Plan amendments and the Development Agreement and Lease of Property), recommendation regarding the proposed Development Agreement and Lease of Real Property.

Once the Planning Commission has made its recommendation to the City Council, the City Council would then consider if (1) it wished to amend the Zoning Code to allow digital billboards in specific locations along the U.S. Highway 101 corridor; (2) if it wished to amend the Specific Plans (RiverPark and Rose-Santa Clara Corridor) associated with the proposed project sites; and (3) if it wished to approve the proposed Development Agreement and Lease of Property with one or both of the billboard operators on terms that were acceptable to the City.

Assuming that the City Council decides to approve the amendments to the Specific Plans and the Zoning Code and one or more of the agreements with Clear Channel and/or Outfront, the billboard operator(s) special use permit(s) for the site specific location(s) would become effective. The billboard operator would then be required to obtain required state permits for each billboard site and obtain necessary building permits for the construction of each billboard structure.

ENA EXTENSION

In alignment with the existing ENA, staff is requesting the Council amend the ENAs for an initial 6 months (until June 2021), as well as providing the City Manager with authority to extend the ENAs for two additional six-months terms if the projects are being diligently pursued by the parties. In this case, “diligently pursued” would be the submittal and processing of applications and or progress with Caltrans as it relates to the siting of the billboards in the City of Oxnard.

ENVIRONMENTAL IMPACT

Entering into the Exclusive Negotiation Agreement will not result in a direct or reasonably indirect potential change in the environment. (CEQA Guidelines, Section 15060(c)(2).) Any subsequent amendment to the General Plan and the Zoning Code to allow digital billboards along U.S. Highway 101 would require subsequent environmental analysis.

STRATEGIC PRIORITIES

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard’s business climate, promote the City’s fiscal health, and support economic growth in a manner consistent with the City’s unique character. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Objective 1a. Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City’s available resources and assets.

Goal 2. Enhance business development throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

Objective 2b. Improve relationships and communication between the City and the business community.

Objective 2c. Capitalize on historic, cultural and natural resources.

Objective 2d. Public safety will collaborate with the business community to promote an environment that supports economic development.

Goal 3. Enhance business retention and attraction.

Objective 3a. Implement an economic development plan for attracting and retaining business.

FINANCIAL IMPACT

If agreement is reached, and after the permit processing described above, then ongoing annual revenue would come to the General Fund for the term of the Agreement.

Separately, Clear Channel and Outfront paid a good-faith deposit of $5,000 after entering into the Exclusive Negotiation Agreement with the City.

COMMITTEE OUTCOME

At the time this Council agenda was published (November 5, 2020), the Housing and Economic Development Committee had not yet considered the item, as it was placed on its November 10, 2020, agenda. If questions or concerns were raised at the November 10, 2020, Housing and Economic Development Committee meeting, staff will then provide Council with a memo.

Prepared by: Ashley Golden, Assistant City Manager

ATTACHMENTS

1. A-8152 Third Amendment to ENA (Clear Channel)
2. A-8152 Clear Channel ENA 2nd Amendment
3. A-8152 Clear Channel ENA First Amendment
4. A-8152 Clear Channel ENA
5. A-8153 Third Amendment to Oxnard ENA (Outfront)
6. A-8153 Outfront ENA Second Amendment
7. A-8153 Outfront ENA First Amendment
8. A-8153 Outfront ENA

THIRD AMENDMENT TO
EXCLUSIVE NEGOTIATING AGREEMENT

This Third Amendment to Exclusive Negotiating Agreement (the "Third Amendment") is made and entered into as of this _____ day of November 2020, by and between the CITY OF OXNARD ("City") and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company ("Clear Channel"). The City and Clear Channel may individually be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. The City and Clear Channel are parties to that certain Exclusive Negotiation Agreement dated as of June 18, 2019, as amended by the First Amendment to the Agreement dated December 17, 2019, and a Second Amendment to the Agreement dated June 10, 2020 (as amended, the "Agreement"). Except are otherwise defined in this Third Amendment, capitalized terms used in this Third Amendment shall have the same meanings given in the Agreement.

B. The parties have diligently pursued the Sign Project pursuant to the Agreement, and the parties now desire to amend the Agreement as specified below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the City and Clear Channel hereby agree as follows:

1. Section 1.1 of the Agreement is amended to read as follows:

   "1.1. **Length of Exclusivity Period.** The feasibility studies (including, but not limited to, working with CalTrans regarding location of the proposed billboards) and the negotiations of the Parties shall continue for a two (2) year period commencing on the date of this Agreement ("Exclusivity Period"). At the sole discretion of the City Manager, this Agreement may be extended for up to two (2) additional six (6) month terms if the Signage Project is being diligently pursued by the Parties. The Exclusivity Period may be terminated earlier pursuant to the provisions of Section 4 of this Agreement."

2.

IN WITNESS WHEREOF, this Third Amendment has been executed by the Parties as of the date first written above.

CITY OF OXNARD

By: _____

ATTEST:

By: _____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

By: _____
Stephen Fischer, City Attorney

CLEAR CHANNEL OUTDOOR, INC., a
Delaware Corporation

By: _____

By: _____

SECOND AMENDMENT TO EXCLUSIVE NEGOTIATING AGREEMENT

This Second Amendment to Exclusive Negotiating Agreement (the "Second Agreement") is made and entered into as of this 10 day of June 2020, by and between the CITY OF OXNARD (hereafter alternately, "City of Oxnard" or the "City") and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company ("Clear Channel"). The City and Clear Channel may individually be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. The City and Clear Channel are parties to that certain Exclusive Negotiation Agreement dated as of June 18, 2019 (the "Agreement"). The Agreement was amended pursuant to that First Amendment to Exclusive Negotiating Agreement between the Parties dated December 17, 2019.

B. The parties have diligently pursued the Sign Project pursuant to the Agreement, and the parties now desire to amend the Agreement to extend the Negotiation Period for six months.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the City and Clear Channel hereby agree as follows:

1. Pursuant to Section 1.1 of the Agreement, the term of the Agreement (as amended by the First Amendment to the Exclusive Negotiating Agreement) is extended without interruption for an additional six month term. Except are otherwise defined in this Second Amendment, capitalized terms used in this Second Amendment shall have the same meanings given in the Agreement.

2. Except as specifically modified by this Second Amendment, the Agreement shall remain in full force and effect.

[*Second Amendment continued on next page*]

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

CITY OF OXNARD

By: _____
Ashley Golden, Assistant City Manager

ATTEST:

By: _____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

By: _____
Stephen Fischer, City Attorney

CLEAR CHANNEL OUTDOOR, LLC., a
Delaware Limited Liability Corporation

By: _____

By: _____
David McWalters/SVP REAL ESTATE

FIRST AMENDMENT TO EXCLUSIVE NEGOTIATING AGREEMENT

This First Amendment to Exclusive Negotiating Agreement (the "First Agreement") is made and entered into as of this 31st day of December 2019, by and between the CITY OF OXNARD (hereafter alternately, "City of Oxnard" or the "City") and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company ("Clear Channel"). The City and Clear Channel may individually be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. The City and Clear Channel are parties to that certain Exclusive Negotiation Agreement dated as of June 18, 2019 (the "Agreement"). Except are otherwise defined in this First Amendment, capitalized terms used in this First Amendment shall have the same meanings given in the Agreement.

B. The parties have diligently pursued the Sign Project pursuant to the Agreement, and the parties now desire to amend the Agreement to extend the Negotiation Period for six months.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the City and Clear Channel hereby agree as follows:

1. Pursuant to Section 1.1 of the Agreement, the term of the Agreement is extended without interruption for an additional six month term from the effective date of the Agreement.

2. Except as specifically modified by this First Amendment, the Agreement shall remain in full force and effect.

[*First Amendment continued on next page*]

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

CITY OF OXNARD

By: _____
Mayor Tim Flynn

ATTEST:

By: _____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

By: _____
Stephen Fischer, City Attorney

CLEAR CHANNEL OUTDOOR, LLC., a Delaware Corporation

By: _____

By: _____

CITY OF OXNARD
EXCLUSIVE NEGOTIATING AGREEMENT

This Exclusive Negotiating Agreement (the "Agreement") is made and entered into as of this 18th day of June, 2019, by and between the CITY OF OXNARD (hereafter alternately, "City of Oxnard" or the "City") and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company ("Clear Channel"). The City and Clear Channel may individually be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. The City and Clear Channel desire to discuss a potential project (the "Signage Project" or the "Project") pursuant to which Clear Channel shall cause to be designed, constructed and operated two double-sided digital general outdoor advertising sign displays on City owned or controlled property, including City rights-of-way, at the sites described on Exhibit A attached hereto (as such sites may be modified, supplemented, or replaced by agreement of the Parties, each a "Project Site" and together, the "Project Sites"), all on terms and conditions to be negotiated by the Parties.

B. The City desires to explore the feasibility of the Signage Project with Clear Channel because the City believes that the Project presents an opportunity for the City to obtain significant revenue through the sale of advertising on the advertising signs Clear Channel proposes to erect at the Project Sites.

C. In furtherance of pursuing the Project, the City and Clear Channel desire to enter into this Agreement to provide for an exclusive negotiating period on the terms and conditions set forth herein.

NOW THEREFORE, in recognition of the time, effort, expenses and costs to be borne by Clear Channel in connection with this Agreement relating to the Signage Project, the City and Clear Channel, for good and valuable consideration had and received, and in further consideration of the covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Exclusivity and Negotiations.

1.1 Length of Exclusivity Period. The feasibility study and negotiations of the Parties shall continue for a six (6) month period commencing on the date of this Agreement ("Exclusivity Period"). At the sole discretion of the City Manager, this Agreement may be extended for up to two (2) additional six (6) month terms if the Signage Project is being diligently pursued by the Parties. The Exclusivity Period may be terminated earlier pursuant to the provisions of **Section 4** of this Agreement.

1.2 Purpose. The purpose of this Agreement is to enable the City and Clear Channel to have an exclusive opportunity for a limited duration to determine the feasibility of the Signage Project. The Exclusivity Period is intended to provide Clear Channel with sufficient time to: (i) demonstrate the developmental and operational feasibility of the Signage Project

COUNCIL APPROVED
6-18-2019 J.2(i)
DATE

concept; (ii) demonstrate the capacity of Clear Channel to successfully undertake and bring the Project to completion; and (iii) afford Clear Channel the exclusive opportunity to negotiate the terms of a definitive agreement with the City with respect to the Project (the "Project Agreement").

1.3 Good Faith Negotiations. The City and Clear Channel shall negotiate diligently and in good faith during the Exclusivity Period in an effort to reach mutual agreement on a Project Agreement that would govern the terms and conditions for the development and lease of selected sites by Clear Channel. Negotiations regarding the Project Agreement will commence after mutual execution of this Agreement and shall continue until the earlier of (i) execution of a mutually-acceptable Project Agreement; (ii) termination of this Agreement pursuant to **Section 4**; or (iii) expiration of the Exclusivity Period (as such period may be extended pursuant to this Agreement).

1.4 Exclusive Negotiations. Except as otherwise indicated below, the City shall not entertain discussions or enter into any negotiations with any third party regarding the Project Sites other than Clear Channel during the Exclusivity Period. Nor shall the City solicit offers or development proposals for the Project Sites, or portions thereof, from any third party or authorize any third party to take any action that the City is prohibited from taking during the Exclusivity Period. To the extent allowed by law, the City and Clear Channel shall maintain in strict confidence the contents of their negotiations and discussions, and any and all documents, materials, and information provided by one Party to the other Party marked or otherwise designated as confidential. The Parties acknowledge that this Agreement is a public document. If City receives a Public Records Act request for the documents, materials and information provided by Clear Channel to the City, the City shall provide Clear Channel with timely notice of the request prior to the disclosure of any documents or materials to give Clear Channel an opportunity to legally challenge any disclosure of the responsive documents and materials. Notwithstanding the foregoing, this Agreement shall not prohibit or restrict the City from continuing its ongoing negotiations with Clear Channel with respect to upgrading and operating existing outdoor advertising sign(s) and/or developing, constructing, and operating new outdoor advertising sign(s), so long as such signs are or will be located at sites separate and distinct from the Project Sites, and will not conflict with or obstruct the Project.

2. Good Faith Deposit. In consideration for the City entering into this Agreement, Clear Channel shall pay the City a Good Faith Deposit of Five Thousand Dollars ($5,000) upon execution of this Agreement. Payment of the Good Faith Deposit shall be in the form of a check delivered to the City within sixty (60) days from the date of this Agreement. In consideration of the time and effort that City staff will expend as part of the negotiations of the Signage Project, the Good Faith Deposit shall become nonrefundable ninety (90) days from the date of this Agreement unless this Agreement is terminated pursuant to **Section 4** before that date.

3. Effect of Negotiations. Clear Channel acknowledges and agrees that any activity on the locations proposed in the feasibility analysis undertaken by Clear Channel pursuant to this Agreement or proposed in any submissions to the City under this Agreement, shall not be implemented unless the Project Agreement for the Signage Project has been executed pursuant to the approval of the City.

4. Termination and Extensions.

4.1 Time is of the Essence. Time is of the essence in this Agreement.

4.2 Notice of Breach. In the event that either Party fails to perform all of that Party's obligations pursuant to the terms and conditions of this Agreement, the non-defaulting Party shall promptly give the defaulting Party notice of such default, and of the non-defaulting Party's intention to terminate this Agreement. The defaulting Party shall have a period of ten (10) business days from the receipt of such written notice from the non-defaulting Party to the defaulting Party within which to cure any other default thereunder which is capable of being cured by the defaulting Party; provided, however, that with respect to any default capable of being cured by the defaulting Party but which cannot be cured within such ten (10) business days, the default shall not be deemed to be uncured if the defaulting Party commences to cure within said ten (10) business days and diligently prosecutes the cure.

4.3 No Assignment. This Agreement and any rights, interests or obligations hereunder are not assignable by any Party without the prior written consent of the other Party. Any attempt to assign this Agreement or any part of the Agreement without said prior written consent shall constitute a breach of this Agreement and shall be void and of no force and effect. This Agreement, and each term and provision hereof, shall inure to the benefit of and be binding on the heirs, successors and assigns of the Parties.

4.4 Termination Upon Default. If either Party fails to cure any default during the cure period described in **Section 4.2**, this Agreement may be terminated upon written notice of termination from the non-defaulting Party, following which neither Party shall have any further rights or obligations hereunder except as set forth in **Section 4.5**, below.

4.5 Rights Upon Termination. Upon termination of this Agreement for any reason, neither party shall have any further rights or obligations hereunder except (i) the City shall promptly return to Clear Channel all confidential information submitted by Clear Channel to the City; (ii)) each Party shall be entitled to recover reasonable damages as it may sustain from a breach by the other Party of the confidentiality provisions of **Sections 1.4** and this **Section 4.5**.

4.6 Extension of Time to Complete Legal Requirements. In the event that Clear Channel has fully performed under the terms and conditions of this Agreement in a timely manner, the City will extend the Exclusivity Period by the amount reasonably necessary to complete the Project Agreement, or negotiation thereof, beyond what is provided in **Section 1.1** of this Agreement, and give public notice of consideration of adoption of the Project Agreement pursuant to applicable law.

5. Non-Discrimination. Clear Channel and the City agree that there shall be no discrimination against, or segregation of any person, or group of persons, on account of sex, race, color, age, marital status, religion, disability, creed, national origin, ancestry or sexual orientation in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Sites nor shall Clear Channel establish or permit any such practice or practices of discrimination or

segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases or vendees of the site locations.

6. **Access and Information**. Clear Channel and its agents or representatives shall have the right to enter upon the Project Sites at any reasonable time during the term of this Agreement for any lawful purpose in furtherance of the feasibility analysis or development of the Signage Project including, without limitation, verification of information, and conducting investigations, tests and studies. Upon Clear Channel's request, the City shall promptly furnish to Clear Channel all material information within its possession or control concerning the Project Sites, including without limitation, copies of all topographical surveys, environmental reports, engineering studies, soil-bearing test data, and any similar reports and studies with respect to the Project Sites.

7. **Indemnification.** Clear Channel shall indemnify, defend and hold the City harmless from any and all third-party claims, demands, losses, actions, liabilities, causes of action or judgments, including reasonable attorney's fees, which the City may incur or be required to pay by reason of Clear Channel's entry onto the Project Sites and activities conducted thereon by Clear Channel or its agents, employees, contractors or consultants, including, without limitation, any damages, injury or death to any person or property suffered by any person, firm or corporation, except that Clear Channel shall have no indemnification obligation with respect to damages, injury or death sustained by any person or entity acting on behalf or under the authority of the City or arising out of or related to City's acts or omissions or obligations.
Notwithstanding any other provision of this Agreement, Clear Channel shall have no liability to the City or any other party by reason of, nor shall Clear Channel have any duty to indemnify, defend or hold any person harmless from or against, any claim, demand, damage, loss, action, liability, cause of action or judgment, including without limitation, any claim for diminution in value of the sites or for environment remediation or clean-up costs, arising out of or in connection with the mere fact of having discovered and/or reported any adverse physical condition, title condition or other condition or defect with respect to the any of the Project Sites.

8. **Survival**. The provisions of **Section 1.4** regarding confidentiality of information and of **Section 4.5** shall survive the expiration, termination or cancellation of this Agreement for a period of two (2) years.

9. **Applicable Law; Jurisdiction and Venue**. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California. Jurisdiction and venue for any action to enforce or interpret any provision of this Agreement, or with respect to any claim arising out of the subject matter of this Agreement, however styled, shall be in the Superior Court for the County of Ventura, California.

10. **Notices**. Any and all notices or other communications or deliveries required or permitted to be given or made pursuant to any of the provisions of this Agreement shall be deemed to have been duly given or made for all purposes (i) if hand delivered, on the day delivered; (ii) if sent by a nationally recognized overnight courier, on the day after it is sent; (iii) if sent by telephone facsimile transmission (with prompt oral confirmation of receipt), on the day of confirmation, provided the notice is deposited for delivery with a recognized overnight courier for next day delivery; or (iv) if deposited with the United States Postal Service, regular or certified mail, with

postage and fees prepaid, on the seventh (7th) day after it is sent (or to such other address and facsimile number that the Parties hereto shall designate) as follows:

If to the City:

City of Oxnard
300 West Third Street, 4th Floor Oxnard, CA 93030
Attn: City Manager Fax: (805) -385-7595

With a copy to:

City of Oxnard
305 West Third Street, Suite 100E Oxnard, CA 93030
Attn: City Attorney

If to Clear Channel:

Clear Channel Outdoor, LLC
19320 Harborgate Way
Torrance, CA 95815
Attn: VP, of REPA C/O John Duong

With copies to:

Clear Channel Outdoor, LLC
2325 E. Camelback Road, Suite 400
Phoenix, AZ 85016 Attn: Legal

[Signature Page to Follow]

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

CITY OF OXNARD

By: Tim Flynn 6/18/19

ATTEST:

By: Michelle Ascencion

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

By: Ken Appell for

Stephen Fischer, City Attorney 6/10/19

CLEAR CHANNEL OUTDOOR, LLC, a
Delaware Limited Liability Company

By: _____

Bryan Parker
Executive Vice President – Real Estate & Public Affair

By: _____

Greg McGrath
Senior Vice President and Regional President-Southern California

EXHIBIT A

PROJECT SITES

City-owned property and rights-of-way on the north side of U.S. Highway 101 between Rose Avenue and Del Norte Boulevard and the south side of U.S. Highway 101 between Vineyard Avenue and Rice Avenue.

THIRD AMENDMENT TO EXCLUSIVE NEGOTIATING AGREEMENT

This Third Amendment to Exclusive Negotiating Agreement ("Third Amendment") is made and entered into as of November ___, 2020 by and between the CITY OF OXNARD ("City") and OUTFRONT FOSTER INTERSTATE LLC, a Delaware limited liability company ("OFI"). The City and OFI may individually be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. City and OFI are the parties to that certain Exclusive Negotiating Agreement dated as of June 18, 2019, as amended pursuant to that certain First Amendment to the Agreement dated as of November 13, 2019, and that Second Amendment to the Agreement dated May 28, 2020 (as amended, the "Agreement"). Except as otherwise defined in this Third Amendment, capitalized terms used in this Third Amendment shall have the same meanings given in the Agreement.

B. The parties have diligently pursued the Sign Project pursuant to the Agreement, and the parties now desire to amend the Agreement as specified below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and OFI hereby amend the Agreement as follows:

AMENDMENT

1. Section 1.1 of the Agreement is amended to read as follows:

"1.1. Length of Exclusivity Period. The feasibility studies (including, but not limited to, working with CalTrans regarding location of the proposed billboards) and the negotiations of the Parties shall continue for a two (2) year period commencing on the date of this Agreement ("Exclusivity Period"). At the sole discretion of the City Manager, this Agreement may be extended for up to two (2) additional six (6) month terms if the Signage Project is being diligently pursued by the Parties. The Exclusivity Period may be terminated earlier pursuant to the provisions of Section 4 of this Agreement."

2. Except as specifically modified by this Third Amendment, the Agreement shall remain in full force and effect.

[*Third Amendment continued on next page*]

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date first written above.

CITY OF OXNARD

By:_____

Name:_____

Title:_____

OUTFRONT FOSTER INTERSTATE LLC

By:_____
John B. Foster, Manager

By:_____

Name:_____

Title:_____

APPROVED AS TO FORM

By: _____
City Attorney

SECOND AMENDMENT TO EXCLUSIVE NEGOTIATING AGREEMENT

This SECOND AMENDMENT TO EXCLUSIVE NEGOTIATING AGREEMENT ("Second Amendment") is made and entered into as of May 28, 2020 by and between the CITY OF OXNARD ("City") and OUTFRONT FOSTER INTERSTATE LLC, a Delaware limited liability company ("OFI"), who agree as follows:

RECITALS

A. City and OFI are the parties to that certain Exclusive Negotiating Agreement dated as of June 18, 2019, as amended pursuant to that certain First Amendment dated as of November 13, 2019 (as amended, the "Agreement"). Except as otherwise defined in this Second Amendment, capitalized terms used in this Second Amendment shall have the same meanings given in the Agreement.

B. The parties have diligently pursued the Signage Project pursuant to the Agreement, and the parties now desire to amend the Agreement to extend the Negotiation Period for an additional six (6) months.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and OFI hereby amend the Agreement as follows:

AMENDMENT

1. Pursuant to Section 1.1 of the Agreement, the Negotiation Period is hereby extended without interruption for a period of six (6) months, commencing June 16, 2020 and expiring December 16, 2020.

2. Except as specifically modified by this Second Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first written above.

CITY OF OXNARD

By: _____

Name: Alexander Nguyen

Title: City Manager

ATTEST:

By: _____

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

By: _____

Stephen Fischer, City Attorney

OUTFRONT FOSTER INTERSTATE LLC

By: _____

John B. Foster, Manager

By: _____

Name: Collin Smith

Title: VP- Real Estate / Outfront

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FIRST AMENDMENT
TO
EXCLUSIVE NEGOTIATING AGREEMENT

This FIRST AMENDMENT TO EXCLUSIVE NEGOTIATING AGREEMENT ("First Amendment") is made and entered into as of November 13, 2019 by and between the CITY OF OXNARD ("City") and OUTFRONT FOSTER INTERSTATE LLC, a Delaware limited liability company ("OFI"), who agree as follows:

RECITALS

A. City and OFI are the parties to that certain Exclusive Negotiating Agreement dated as of June 18, 2019 (as amended, the "Agreement"). Except as otherwise defined in this First Amendment, capitalized terms used in this First Amendment shall have the same meanings given in the Agreement.

B. The parties have diligently pursued the Signage Project pursuant to the Agreement, and the parties now desire to amend the Agreement to extend the Negotiation Period for six (6) months.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and OFI hereby amend the Agreement as follows:

AMENDMENT

1. Pursuant to Section 1.1 of the Agreement, the Negotiation Period is hereby extended without interruption for a period of six (6) months, commencing December 17, 2019 and expiring June 16, 2020.

2. Except as specifically modified by this First Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

CITY OF OXNARD

By: _____

Name: Alexander Nguyen

Title: City Manager

APPROVED AS TO FORM AND LEGALITY

By: _____
City Attorney

OUTFRONT FOSTER INTERSTATE LLC

By: _____
John B. Foster, Manager

By: _____

Name: Collin Smith

Title: ~~VP of Real Estate~~ West/Mountain Plains

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CITY OF OXNARD
EXCLUSIVE NEGOTIATING AGREEMENT

This Exclusive Negotiating Agreement (the "Agreement") is made and entered into as of this 18th day of June, 2019, by and between the CITY OF OXNARD (hereafter alternately, "City of Oxnard" or the "City") and OUTFRONT FOSTER INTERSTATE LLC, a Delaware limited liability company ("OFI"). The City and OFI may individually be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. The City and OFI desire to discuss a potential project (the "Signage Project" or the "Project") pursuant to which OFI shall cause to be designed, constructed and operated two double-sided digital general outdoor advertising sign displays on City owned or controlled property, including City rights-of-way, at the sites described on Exhibit A attached hereto (as such sites may be modified, supplemented, or replaced by agreement of the Parties, each a "Project Site" and together, the "Project Sites"), all on terms and conditions to be negotiated by the Parties.

B. The City desires to explore the feasibility of the Signage Project with OFI because the City believes that the Project presents an opportunity for the City to obtain significant revenue through the sale of advertising on the advertising signs OFI proposes to erect at the Project Sites.

C. In furtherance of pursuing the Project, the City and OFI desire to enter into this Agreement to provide for an exclusive negotiating period on the terms and conditions set forth herein.

NOW THEREFORE, in recognition of the time, effort, expenses and costs to be borne by OFI in connection with this Agreement relating to the Signage Project, the City and OFI, for good and valuable consideration had and received, and in further consideration of the covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Negotiations.

1.1 Length of Negotiation Period. The feasibility study and negotiations of the Parties shall continue for a six (6) month period commencing on the date of this Agreement ("Negotiation Period"). At the sole discretion of the City Manager, this Agreement may be extended for up to two (2) additional six (6) month terms if the Signage Project is being diligently pursued by the parties. The Negotiation Period may be terminated earlier pursuant to the provisions of **Section 4** of this Agreement.

1.2 Purpose. The purpose of this Agreement is to enable the City and OFI to have an exclusive opportunity for a limited duration to determine the feasibility of the Signage Project. The exclusive Negotiating Period is intended to provide OFI with sufficient time to (i) demonstrate the developmental and operational feasibility of the Signage Project concept; (ii)

COUNCIL APPROVED
6-18-2019 J-2(7)
DATE

demonstrate the capacity of OFI to successfully undertake and bring the Project to completion; and (iii) afford OFI the exclusive opportunity to negotiate the terms of a definitive agreement with the City with respect to the Project (the "Project Agreement").

1.3 Good Faith Negotiations. The City and OFI shall negotiate diligently and in good faith during the Negotiation Period in an effort to reach mutual agreement on a Project Agreement that would govern the terms and conditions for the development and lease of selected sites by OFI. Negotiations regarding the Project Agreement will commence after mutual execution of this Agreement and shall continue until the earlier of (i) execution of a mutually-acceptable Project Agreement; (ii) termination of this Agreement pursuant to **Section 4**; or (iii) expiration of the Negotiation Period (as such period may be extended pursuant to this Agreement).

1.4 Exclusive Negotiations. Except as otherwise indicated below, the City shall not entertain discussions or enter into any negotiations with any third party regarding the Project Sites other than OFI during the Negotiation Period. Nor shall the City solicit offers or development proposals for the Project Sites, or portions thereof, from any third party or authorize any third party to take any action that the City is prohibited from taking during the Negotiation Period. To the extent allowed by law, the City and OFI shall maintain in strict confidence the contents of their negotiations and discussions, and any and all documents, materials, and information provided by one Party to the other Party marked or otherwise designated as confidential. The Parties acknowledge that this Agreement is a public document. If City receives a Public Records Act request for the documents, materials and information provided by OFI to the City, the City shall provide OFI with timely notice of the request prior to the disclosure of any documents or materials to give OFI an opportunity to legally challenge any disclosure of the responsive documents and materials. Notwithstanding the foregoing, this Agreement shall not prohibit or restrict the City from continuing its ongoing negotiations with Clear Channel Outdoor with respect to upgrading and operating existing outdoor advertising sign(s) and/or developing, constructing, and operating new outdoor advertising sign(s), so long as such signs are or will be located at sites separate and distinct from the Project Sites, and will not conflict with or obstruct the Project.

2. Good Faith Deposit. In consideration for the City entering into this Agreement, OFI shall pay the City a Good Faith Deposit of Five Thousand Dollars ($5,000) upon execution of this Agreement. Payment of the Good Faith Deposit shall be in the form of a check delivered to the City within sixty (60) days from the date of this Agreement. In consideration of the time and effort that City staff will expend as part of the negotiations of the Signage Project, the Good Faith Deposit shall become nonrefundable ninety (90) days from the date of this Agreement unless this Agreement is terminated pursuant to **Section 4** before that date.

3. Effect of Negotiations. OFI acknowledges and agrees that any activity on the locations proposed in the feasibility analysis undertaken by OFI pursuant to this Agreement or proposed in any submissions to the City under this Agreement, shall not be implemented unless the Project Agreement for the Signage Project has been executed pursuant to the approval of the City.

4. Breach and Termination.

4.1 Time is of the Essence. Time is of the essence in this Agreement.

4.2 Notice of Breach. In the event that either Party fails to perform all of that Party's obligations pursuant to the terms and conditions of this Agreement, the non-defaulting Party shall promptly give the defaulting Party notice of such default, and of the non-defaulting Party's intention to terminate this Agreement. The defaulting Party shall have a period of ten (10) business days from the receipt of such written notice from the non-defaulting Party to the defaulting Party within which to cure any other default thereunder which is capable of being cured by the defaulting Party; provided, however, that with respect to any default capable of being cured by the defaulting Party but which cannot be cured within such ten (10) business days, the default shall not be deemed to be uncured if the defaulting Party commences to cure within said ten (10) business days and diligently prosecutes the cure.

4.3 Termination Upon OFI Default. If either Party fails to cure any default during the cure period described in **Section 4.2**, this Agreement may be terminated upon written notice of termination from the non-defaulting Party, following which neither Party shall have any further rights or obligations hereunder except as set forth in **Section 4.4**, below.

4.4 Rights Upon Termination. Upon termination of this Agreement for any reason, neither party shall have any further rights or obligations hereunder except (i) the City shall promptly return to OFI all confidential information submitted by OFI to the City; (ii)) each Party shall be entitled to recover reasonable damages as it may sustain from a breach by the other Party of the confidentiality provisions of **Sections 1.4** and this **Section 4.4**.

4.5 Extension of Time to Complete Legal Requirements. In the event that OFI has fully performed under the terms and conditions of this Agreement in a timely manner, the City will extend the Negotiation Period by the amount reasonably necessary to complete the Project Agreement, or negotiation thereof, and give public notice of consideration of adoption of the Project Agreement pursuant to applicable law.

5. Non-Discrimination. OFI and the City agree that there shall be no discrimination against, or segregation of any person, or group of persons, on account of sex, race, color, age, marital status, religion, disability, creed, national origin, ancestry or sexual orientation in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Sites nor shall OFI establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases or vendees of the site locations.

6. Access and Information. OFI and its agents or representatives shall have the right to enter upon the Project Sites at any reasonable time during the term of this Agreement for any lawful purpose in furtherance of the feasibility analysis or development of the Signage Project including, without limitation, verification of information, and conducting investigations, tests and studies. Upon OFI's request, the City shall promptly furnish to OFI all material information within its possession or control concerning the Project Sites, including without

limitation, copies of all topographical surveys, environmental reports, engineering studies, soil-bearing test data, and any similar reports and studies with respect to the Project Sites.

OFI shall indemnify, defend and hold the City harmless from any and all third-party claims, demands, losses, actions, liabilities, causes of action or judgments, including reasonable attorney's fees, which the City may incur or be required to pay by reason of OFI's entry onto the Project Sites and activities conducted thereon by OFI or its agents, employees, contractors or consultants, including, without limitation, any damages, injury or death to any person or property suffered by any person, firm or corporation, except that OFI shall have no indemnification obligation with respect to damages, injury or death sustained by any person or entity acting on behalf or under the authority of the City. Notwithstanding any other provision of this Agreement, OFI shall have no liability to the City or any other party by reason of, nor shall OFI have any duty to indemnify, defend or hold any person harmless from or against, any claim, demand, damage, loss, action, liability, cause of action or judgment, including without limitation, any claim for diminution in value of the sites or for environment remediation or clean-up costs, arising out of or in connection with the mere fact of having discovered and/or reported any adverse physical condition, title condition or other condition or defect with respect to the any of the Project Sites.

7. Survival. The provisions of **Section 1.4** regarding confidentiality of information and of **Section 4.4** shall survive the expiration, termination or cancellation of this Agreement for a period of two (2) years.

8. Applicable Law; Jurisdiction and Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California. Jurisdiction and venue for any action to enforce or interpret any provision of this Agreement, or with respect to any claim arising out of the subject matter of this Agreement, however styled, shall be in the Superior Court for the County of Ventura, California.

9. Notices. Any and all notices or other communications or deliveries required or permitted to be given or made pursuant to any of the provisions of this Agreement shall be deemed to have been duly given or made for all purposes (i) if hand delivered, on the day delivered; (ii) if sent by a nationally recognized overnight courier, on the day after it is sent; (iii) if sent by telephone facsimile transmission (with prompt oral confirmation of receipt), on the day of confirmation, provided the notice is deposited for delivery with a recognized overnight courier for next day delivery; or (iv) if deposited with the United States Postal Service, regular or certified mail, with postage and fees prepaid, on the seventh (7th) day after it is sent (or to such other address and facsimile number that the Parties hereto shall designate) as follows:

If to the City:

City of Oxnard
300 West Third Street, 4th Floor
Oxnard, CA 93030
Attn: City Manager
Fax: (805) -385-7595

With a copy to:

City of Oxnard
305 West Third Street, Suite 100E
Oxnard, CA 93030
Attn: City Attorney

If to OFI:

Outfront Foster Interstate LLC
1111 Broadway, Suite 1515
Oakland, CA 94607
Attn: John B. Foster, President
Fax: (415) 832-7080

With copies to:

Outfront Media LLC
405 Lexington Avenue, 17th Floor
New York, NY 10174
Attn: General Counsel

Wendel, Rosen, Black & Dean LLP
1111 Broadway, 24th Floor
Oakland, CA 94607
Attn: Matthew E. Dambrov
Fax: (510) 834-1928

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

OUTFRONT FOSTER INTERSTATE LLC

By: _____
John B. Foster
Title: Manager

By: _____ / Outfront

Print Name: Collin Smith
VP of Real Estate
West/Mountain Plains

Title: _____

CITY OF OXNARD

By: Tim Flynn 6/18/19

ATTEST:

By: Michelle Ascencion

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

By: Stephen Fischer 6/17/19

Stephen Fischer, City Attorney

EXHIBIT A

PROJECT SITES

APN 132-003-301, 132-031-106 and 132-031-107 (RiverPark Boulevard near Vineyard Avenue) and City-owned property and right-of-way on the north side of U.S. Highway 101 between the Santa Clara River and Rose Avenue.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3

DATE: November 17, 2020

TO: City Council

FROM: Jeff Pengilley, Interim Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Second Reading and Adoption of Ordinance No. 2986 - Amending Section 17-53 of the Oxnard City Code (OCC) consistent with the California Coastal Commission's (CCC) modifications suggested for final certification relating to Vacation Rental Permit Cap, Separation Requirement and Ineligible Dwellings, Structures and Spaces into the City's Short Term Rental regulations for the Coastal Zone; agree to issue Coastal Development Permits for the total area included in the certified Local Coastal Plan (LCP), and direct the Planning & Environmental Services Manager to transmit said Ordinance to the CCC Executive Director as requested.

RECOMMENDATION

That the City Council:
1. Receive the California Coastal Commission's (CCC) Action Letter of Local Coastal Plan (LCP) Amendment No. LCP-4-OXN-20-0008-1 (See Attachment 1) and the Planning Commission's adopted Resolution 2020-15 (See Attachment 2) recommending that the City Council accept three modifications recommended by the CCC;
2. Find the proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060 (C)(2) and (3) and 15061(b)(3) of the CEQA Guidelines;
3. Adopt a Resolution (See Attachment 3) (1) acknowledging receipt of the CCC's Resolution of certification, including any terms or modifications suggested for final certification; (2) accepts and agrees to any such terms and modifications and takes whatever formal action is required to satisfy the terms and modifications; and (3) agrees to issue Coastal Development Permits for the total area included in the certified Local Coastal Program, and adopts the LCP Amendment with the suggested modifications;
4. Approve for second reading (by title only and waive further reading) and adoption of Ordinance No. 2986 (See Attachments 4) in regards to amending Section 17-53 of the OCC consistent with the CCC's modifications suggested for final certification relating to Vacation Rental Permit Cap, Separation Requirement and Ineligible Dwellings, Structures and Spaces into the City's Short Term Rental regulations for the Coastal Zone; agree to issue Coastal Development Permits for the total area included in the certified LCP, and
5. Direct the Planning & Environmental Services Manager to transmit said Resolution and Ordinance to the CCC Executive Director as requested.

BACKGROUND

Ordinance No. 2986 was introduced to the City Council at its October 6, 2020 meeting. Following a public hearing, the Council approved the first reading of the ordinances for future adoption. Following approval of the first reading, City staff transmitted the STR Ordinance to the CCC's Executive Director as requested by the CCC. Upon receipt of the STR Ordinance, CCC staff informed City staff to process a second reading of the STR Ordinance before the CCC will take their final action.

Consequently, the STR Ordnance did not appear on the CCC's November calendar as previously anticipated. Based on

CCC's direction, the second reading of the STR Ordinance was scheduled for the City Council's November 17th meeting. If the City Council takes final action on that evening, documents would be transmitted to the CCC's Executive Director to have the STR Ordinance certified by the CCC at their December meeting. The STR Ordinance would go into effect 30 days following the City Council's second reading.

If adopted by Council on November 17, 2020, the ordinances will take effect in thirty days, on December 17, 2020. This revised order would not impact the content of the STR Ordinance or timeline as the application window would still open the first week of January 2021.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

FINANCIAL IMPACT

Acknowledging the CCC's certification of the LCP amendment and making the zone text amendments are the final steps necessary to begin issuing STR permits in the Coastal Zone. The cost of permit issuance, monitoring and enforcement will be covered by the established permitting fees. Once permits are issued the City will begin collecting transient occupancy tax for all permitted and licensed STRs.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Scott Kolwitz, Planning Manager

ATTACHMENTS

1. California Coastal Commission’s Action Letter dated July 13, 2020
2. Planning Commission Resolution 2020-15; Exhibit A - Chapter 17 Short Term Rental Ordinance
3. City Council Resolution Acknowledging Receipt of the California Coastal Commission’s Resolution of Certification (LCP-4-OXN-20-0008-1)
4. City Council Chapter 17 Short Term Rental Ordinance
5. City of Oxnard Mail - LCP-4-OXN-20-0008-1 (Short Term Rental Ordinance)_Redacted

STATE OF CALIFORNIA - NATURAL RESOURCES AGENCY GAVIN NEWSOM, *GOVERNOR*

CALIFORNIA COASTAL COMMISSION
SOUTH CENTRAL COAST DISTRICT OFFICE
89 S. CALIFORNIA STREET, SUITE 200
VENTURA, CA 93001
(805) 585-1800

July 13, 2020

City of Oxnard
Attn: Jeff Lambert, Development Services Director
214 South C Street
Oxnard, CA 93030

RE: City of Oxnard Local Coastal Program Amendment No. LCP-4-OXN-20-0008-1 (Short Term Rentals)

Dear Mr. Lambert:

On July 10, 2020, the Coastal Commission approved LCP Amendment No. with three suggested modifications. The Commission's resolution of certification is contained in the staff report dated June 18, 2020 and the addendum dated July 6, 2020. The suggested modifications, as approved by the Commission on July 10, 2020, are attached to this correspondence.

Section 13544 of the Commission's Administrative Regulations requires that after certification, the Executive Director of the Commission shall transmit copies of the resolution of certification and any suggested modifications and findings to the governing authority, and any interested persons or agencies. Further, the certification shall not be deemed final and effective until all of the following occur:

(a) The local government with jurisdiction over the area governed by the Local Coastal Program, by action of its governing body: (1) acknowledges receipt of the Commission's resolution of certification, including any terms or modifications suggested for final certification; (2) accepts and agrees to any such terms and modifications and takes whatever formal action is required to satisfy the terms and modifications; and (3) agrees to issue coastal development permits for the total area included in the certified Local Coastal Program. Unless the local government takes the action described above the Commission's certification with suggested modifications *shall expire six months* from the date of the Commission's action.

(b) The Executive Director of the Commission determines in writing that the local government's action and the notification procedures for appealable development required pursuant to Article 17, Section 2 are legally adequate to satisfy any specific requirements set forth in the Commission's certification order.

(c) The Executive Director reports the determination to the Commission at its next regularly scheduled public meeting and the Commission does not object to the Executive Director's determination. If a majority of the Commissioners present object to the Executive Director's determination and find that the local government action does not conform to the provisions of the

Commission's action to certify the Local Coastal Program Amendment, the Commission shall review the local government's action and notification procedures pursuant to Articles 9-12 as if it were a resubmittal.

(d) Notice of the certification of the Local Coastal Program Amendment shall be filed with the Secretary of Resources Agency for posting and inspection as provided in Public Resources Code Section 21080.5(d)(2)(v).

Should you have any questions regarding this matter, please contact Deanna Christensen in our Ventura office. The Commission and staff greatly appreciate the City's cooperation and assistance in this matter.

Authorized on behalf of the California Coastal Commission by:

John Ainsworth
Executive Director

By: Deanna Christensen
District Supervisor

Enclosure: Final Suggested Modifications for LCP Amendment No. LCP-4-OXN-20-0008-1

FINAL SUGGESTED MODIFICATIONS TO THE PROPOSED IMPLEMENTATION PLAN/COASTAL ZONING ORDINANCE AMENDMENT

City of Oxnard LCP Amendment No. LCP-4-OXN-20-0008-1 (Short Term Rentals)

City of Oxnard LCP Amendment LCP-4-OXN-20-0008-1 was approved with suggested modifications by the Coastal Commission on July 10, 2020. Following are the modifications suggested by the Commission to the City of Oxnard for incorporation into LCP Amendment No. LCP-4-OXN-20-0008-1. The suggested modifications are numbered consecutively. For each modification, the City's proposed language is shown in straight type and language approved by the Commission to be modified is shown in ~~strikeout~~ and underline.

SUGGESTED MODIFICATION 1

Subsection C (Vacation Rental Permit Cap) of Section 17-53 (Short Term Rental Units) shall be modified as follows:

(C) Vacation Rental Permit Cap.

1. The number of vacation rental permits shall be limited by a 5% cap per General Plan neighborhood as established in the City of Oxnard Neighborhood Map adopted as Figure 3-4 in the 2030 General Plan or its successor document. The number of vacation rental permits shall also be limited to ~~5~~10% in the Residential Beach Front (R-BF) zone. The total number of vacation rental permits issued to residential dwellings ~~in the City and the R-BF zone~~ shall not exceed 5% of the total dwelling units in each neighborhood ~~or zone~~. If no short-term rental permits are available pursuant to the cap on short-term rentals, the Director or designee shall place interested property owners on a waiting list in the order in which they were received. If a permit becomes available, applications shall be accepted and reviewed in the order they are listed on the waiting list, subject to Subsection (K).

2. Notwithstanding any language in this Subsection (C), Subsection (D), or Subsection (F)(3) to the contrary, if the owner(s) of an existing short-term rental property (i) consistently paid transient occupancy taxes to the City pursuant to Section 13-15 et seq. starting on or before January 1, 2019 (ii) otherwise complies with the requirements of this Section 17-53, and (iii) applies for a vacation rental permit within sixty (60) days from the effective date of Section 17.53, then such owner(s) shall be eligible for a short-term rental permit even if the approval of such permit(s) would exceed the vacation rental permit cap for the General Plan neighborhood or R-BF zone in which the property is located. During the initial 60-day period from the effective date of this Section 17-53, no applications for a vacation rental permit shall be accepted from any party except from the owner(s) of an existing short-term rental property who consistently paid transient occupancy taxes to the City

pursuant to Section 13-15 et seq. starting on or before January 1, 2019 and otherwise complied with the requirements of Section 17-53. If the issuance of permits pursuant to applications filed during the initial 60-day period exceeds the rental permit cap in any General Plan neighborhood or the R-BF zone, then no further permits can be issued in that General Plan neighborhood or RB-F zone as long as the number of valid permits equal or exceed the percentage of permits otherwise allowed in the particular General Plan neighborhood or R-BF zone. If, however, the vacation rental permit for that property is revoked pursuant to Section 17-53(R), said property will be subject to the applicable cap requirement and the owner(s) may reapply for a permit pursuant to this Section 17-53.

SUGGESTED MODIFICATION 2

Subsection D (Separation Requirement) of proposed Section 17-53 (Short Term Rental Units) shall be modified as follows:

(D) Separation Requirement.

1. No Vacation Rental shall be issued a permit when a Vacation Rental permit has already been issued to another property that is either: (i) within 100 feet of the proposed Vacation Rental in the Residential Beach Front (R-BF) zone; or (ii) within 200 feet of the proposed Vacation Rental outside of the R-BF zone ~~in all other areas of the City~~. The 100 foot and 200 foot feet separation is to be measured horizontally from ~~the~~ all parcel lines of property ownership as established by the legal description for the property on record with the County of Ventura.

2. Notwithstanding any language in this Subsection D to the contrary, the 100 and 200-foot separation requirement shall not apply to a dwelling unit within a development:

    a. That is subject to the Vacation Ownership and Time-share Act of 2004 (Business and Professions Code Section 11210 et seq.); and

    b. That became subject to the Vacation Ownership and Time-share Act of 2004 on or before January 1. 2019; and

    c. Whose owner(s) (i) on or before January 1, 2019, consistently paid transient occupancy taxes to the City pursuant to Oxnard City Code Section 13-15 et seq. (ii) otherwise complies with the requirements of this Section 17-53, (iii) and applies for a vacation rental permit within sixty (60) days from the effective date of Section 17.53; provided, however, if the vacation rental permit is revoked pursuant to Section 17-53(R), said property will be subject to the applicable separation requirement and the owner(s) may reapply for a permit pursuant to this

Section 17-53.

SUGGESTED MODIFICATION 3

Subsection I.3 (Ineligible Dwellings, Structures, and Spaces) of proposed Section 17-53 (Short Term Rental Units) shall be modified as follows:

(I) Ineligible Dwellings, Structures, and Spaces.

No permit for a homeshare or vacation rental shall be issued for any of the following dwellings:

…

3. A dwelling on property owned by six or more owners, unless each owner shares common ancestors or the dwelling is subject to the Vacation Ownership and Time-share Act of 2004 and became subject to the Vacation Ownership and Time-share Act of 2004 on or before January 1, 2019.

…

RESOLUTION NO. 2020-15

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING TO THE CITY COUNCIL (1) APPROVE PLANNING AND ZONING PERMIT NO. 19-580-04 (ZONING TEXT AMENDMENT) TO MODIFY OXNARD CITY CODE CHAPTER 17, ARTICLE IV, SECTION 17-53 TO INCORPORATE THE MODIFICATIONS RECOMMENDED BY THE CALIFORNIA COASTAL COMMISSION INTO THE CITY'S SHORT TERM RENTAL REGULATIONS FOR THE COASTAL ZONE REGARDING A) SUBSECTION C (VACATION RENTAL PERMIT CAP) OF SECTION 17-53 (SHORT TERM RENTAL UNITS); B) SUBSECTION D (SEPARATION REQUIREMENT) OF PROPOSED SECTION 17-53 (SHORT TERM RENTAL UNITS); AND C) SUBSECTION I.3 (INELIGIBLE DWELLINGS, STRUCTURES, AND SPACES) OF PROPOSED SECTION 17-53 (SHORT TERM RENTAL UNITS); AND (2) ACCEPT AND AGREE TO SUCH TERMS AND MODIFICATIONS AND TAKE WHATEVER FORMAL ACTION IS REQUIRED TO SATISFY THE TERMS AND MODIFICATIONS; AND (3) AGREE TO ISSUE COASTAL DEVELOPMENT PERMITS FOR THE TOTAL AREA INCLUDED IN THE CERTIFIED LOCAL COASTAL PROGRAM. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, short-term rental uses have grown in popularity with the rise of the sharing economy; and

WHEREAS, the City has identified the need to regulate short-term vacation rental uses in order to minimize impacts to residential neighborhoods and preserve neighborhood character, while balancing tourism; and

WHEREAS, the City recognizes the need for a reasonable balance between the regulation of short-term rental uses, which pay transient occupancy tax ("TOT") to the City, and the need to protect the character of residential neighborhoods; and

WHEREAS, the proposed ordinance is consistent with the 2030 General Plan and will protect the public health, safety and general welfare of the community as it establishes performance standards to ensure the compatibility between short term rentals and the residential character of neighborhoods in which they may be located; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) Sections 15060 (C)(2) and (3) and 15061(b)(3), regulatory actions which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA; and

WHEREAS, on August 1, 2019, the Planning Commission held a duly noticed public hearing to consider Planning and Zoning Permit No. 19-580-04 regarding the adoption of specific rules and regulations for STRs within Chapters 16 and 17 of the Oxnard City Code; and

WHEREAS, on September 24, 2019, the City of Oxnard's City Council's Housing and Economic Development Committee held a duly noticed meeting to receive a summary report on the Planning Commission recommendations and provided input on the recommendations; and

WHEREAS, on November 5, 2019, the City Council held a duly noticed public hearing to consider an amendment to Chapter 17, Article III of the Oxnard City Code; and

WHEREAS, at the public hearing, the City Council considered all the evidence in the record, including (but not limited to) the Planning Commission Resolution, the staff report (including the attachments), written submittals and public testimony before making a final decision on November 5, 2019 regarding establishing escalating fines for short-term rentals.

WHEREAS, on December 17, 2019, the City Council approved for second reading and adopted Ordinance Nos. 2969, 2970, and 2971 regarding short-term rentals; and

WHEREAS, on January 16, 2020, Ordinance Nos. 2969 and 2971 took effect; and

WHEREAS, on January 30, 2020, the City of Oxnard submitted an application for a LCP Amendment to the California Coastal Commission to adopt Ordinance No 2970 to allow the City of Oxnard to regulate short term rentals within the Coastal Zone; and

WHEREAS, the California Coastal Commission held a public hearing on July 10, 2020 to review and consider Zone Text Amendment and recommended approval of the Zone Text Amendment / LCP Amendment with three modifications:

Modification 1 - Subsection C (Vacation Rental Permit Cap) of Section 17-53 (Short Term Rental Units).

Modification 2 - Subsection D (Separation Requirement) of proposed Section 17-53 (Short Term Rental Units).

Modification 3 - Subsection I.3 (Ineligible Dwellings, Structures, and Spaces) of proposed Section 17-53 (Short Term Rental Units); and

WHEREAS, on July 10, 2020, the California Coastal Commission unanimously approved the LCP Amendment regarding short-term rentals; and

WHEREAS, the Planning Commission has reviewed and considered the California Coastal Commission's proposed modifications to Zone Text Amendment / LCP Amendment PZ No. 19-580-04; and

WHEREAS, on August 20, 2020, the Planning Commission has held a public hearing and received and reviewed written and oral comments related to the California Coastal Commission's proposed modifications to Zone Text Amendments / LCP Amendment PZ No.

19-580-04; and

WHEREAS, the Planning Commission finds after due study and deliberation that the public interest and general welfare require the adoption of Zone Text Amendment / LCP Amendment No. 19-580- 04 with modifications as recommended by the CCC.

NOW, THEREFORE, the Planning Commission of the City of Oxnard recommends to the City Council adoption of Zone Text Amendments / LCP Amendment PZ No. 19-580-04 attached hereto as Exhibit A and incorporated herein by this reference.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 20th day of August, 2020 by the following vote:

AYES: Commissioner(s): Sanchez, Chavez, Dozier, Fuhring, Meyer

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s): Frank

Robert Sanchez, Vice Chair

ATTEST:

Scott Kolwitz, Secretary

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD (1) ACKNOWLEDGING RECEIPT OF THE CALIFORNIA COASTAL COMMISSION'S RESOLUTION OF CERTIFICATION (LCP-4-OXN-20-0008-1) TO APPROVE PLANNING AND ZONING PERMIT NO. 19-580-04 (ZONING TEXT AMENDMENT) TO AMEND THE LOCAL COASTAL PROGRAM BY MODIFYING OXNARD CITY CODE CHAPTER 17, ARTICLE IV, SECTION 17-53 TO INCORPORATE THE MODIFICATIONS RECOMMENDED BY THE CALIFORNIA COASTAL COMMISSION INTO THE CITY'S SHORT TERM RENTAL REGULATIONS FOR THE COASTAL ZONE REGARDING A) SUBSECTION C (VACATION RENTAL PERMIT CAP) OF SECTION 17-53 (SHORT TERM RENTAL UNITS); B) SUBSECTION D (SEPARATION REQUIREMENT) OF PROPOSED SECTION 17-53 (SHORT TERM RENTAL UNITS); AND C) SUBSECTION I.3 (INELIGIBLE DWELLINGS, STRUCTURES, AND SPACES) OF PROPOSED SECTION 17-53 (SHORT TERM RENTAL UNITS); AND (2) ACCEPT AND AGREE TO SUCH TERMS AND MODIFICATIONS AND TAKE WHATEVER FORMAL ACTION IS REQUIRED TO SATISFY THE TERMS AND MODIFICATIONS; AND (3) AGREE TO ISSUE COASTAL DEVELOPMENT PERMITS FOR THE TOTAL AREA INCLUDED IN THE CERTIFIED LOCAL COASTAL PROGRAM (LCP), AND ADOPT THE LCP AMENDMENT WITH THE SUGGESTED MODIFICATION. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, on November 5, 2019, the City Council approved an amendment to the City's Local Coastal Program (LCP) by amending Chapter 17 (Coastal Zoning) , Article III of the Oxnard City Code (Ordinance No. 2970, Planning and Zoning No. 19-580-04), regarding short-term rentals; and

WHEREAS, on January 30, 2020, the City of Oxnard submitted an application for a LCP Amendment to the California Coastal Commission to adopt Ordinance No 2970 to allow the City of Oxnard to regulate short term rentals within the Coastal Zone; and

WHEREAS, on July 10, 2020, the California Coastal Commission held a public hearing approving a resolution of conditional certification with three suggested modifications for this LCP Amendment (Coastal Commission Case No. LCP-4-OXN-20-0008-1); and:

WHEREAS, the City Council finds the suggested modifications to be acceptable.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD HEREBY RESOLVED AS FOLLOWS:

SECTION 1. Based on the entire record before the City Council and all written and oral evidence presented, including the City Council and Planning Commission Staff Reports and all attachments thereto, the City Council finds:

1. The above recitations are true and correct.

2. The City Council acknowledges receipt of the California Coastal Commission's resolution of conditional certification, including any terms or modifications suggested for final certification; accepts and agrees to any such terms and modifications and takes whatever formal action is required to satisfy the terms and modifications through amendment of the Implementation Program (Coastal Zoning Ordinance) as required in Section 13544(a) of the California Coastal Commission's Administrative Regulations; agrees to issue Coastal Development Permits for the total area included in the certified Local Coastal Program; and adopts the Local Coastal Program Amendment with the suggested modifications.

3. The City Council will submit this acknowledgement to the California Coastal Commission to demonstrate conformity with the provisions of the California Coastal Commission's action to certify the amendment to the Local Coastal Program in compliance with Section 13544(b) of the California Coastal Commission's Administrative Regulations.

4. The Mayor is hereby authorized and directed to sign and certify all documents and other materials in accordance with this Resolution to reflect the above mentioned action by the City Council.

5. The City Council directs the Planning and Environmental Services Manager to submit this Resolution to the Executive Director of the California Coastal Commission.

SECTION 2. Pursuant to the California Environmental Quality Act (CEQA) Sections 15060 (C)(2) and (3) and 15061(b)(3), the project is a regulatory action which will not result in direct or reasonably foreseeable indirect physical changes in the environment and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment is not subject to CEQA.

SECTION 3. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Oxnard on this 17th day of November, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSED:

_____
Tim Flynn, Mayor

ATTEST:

By_____
Michelle Ascension, City Clerk

APPROVED AS TO FORM:

By_____
Stephen M. Fischer, City Attorney

ORDINANCE NO. 2986

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING ORDINANCE 2970 TO INCORPORATE THE MODIFICATIONS RECOMMENDED BY THE CALIFORNIA COASTAL COMMISSION (COMMISSION), PURSUANT TO COMMISSION CERTIFICATION OF LOCAL COASTAL PLAN (LCP) AMENDMENT NO. LCP-4-OXN-20-0008-1 (SHORT TERM RENTALS), INTO THE CITY'S SHORT TERM RENTAL REGULATIONS FOR THE COASTAL ZONE WITHIN OXNARD CITY CODE CHAPTER 17, ARTICLE IV, SECTION 17-53 REGARDING A) SUBSECTION C (VACATION RENTAL PERMIT CAP) OF SECTION 17-53 (SHORT TERM RENTAL UNITS); B) SUBSECTION D (SEPARATION REQUIREMENT) OF PROPOSED SECTION 17-53 (SHORT TERM RENTAL UNITS); AND C) SUBSECTION I.3 (INELIGIBLE DWELLINGS, STRUCTURES, AND SPACES) OF PROPOSED SECTION 17-53 (SHORT TERM RENTAL UNITS); AND (2) ACCEPT AND AGREE TO SUCH TERMS AND MODIFICATIONS AND TAKE WHATEVER FORMAL ACTION IS REQUIRED TO SATISFY THE TERMS AND MODIFICATIONS; AND (3) AGREE TO ISSUE COASTAL DEVELOPMENT PERMITS FOR THE TOTAL AREA INCLUDED IN THE CERTIFIED LOCAL COASTAL PROGRAM; AND TO RETAIN THE PREVIOUSLY ADOPTED AMENDMENTS THAT WERE NOT MODIFIED BY THE CALIFORNIA COASTAL COMMISSION REGARDING CHAPTER 17, ARTICLE IV, SECTION 17-53, AND AMENDING CHAPTER 17, ARTICLE II ADDING SUBSECTION (B) (10) TO SECTION 17-10, R-B-1, SINGLE- FAMILY BEACH SUB-ZONE; SECTION 17-11, R-W-1, SINGLE-FAMILY WATER-ORIENTED SUB-ZONE; SECTION 17-12, R-W-2, TOWNHOUSE WATER-ORIENTED SUB-ZONE; SECTION 17-13, R-2-C, COASTAL MULTIPLE-FAMILY SUB-ZONE; SECTION 17-14, R-3-C, COASTAL MEDIUM DENSITY MULTIPLE-FAMILY SUBZONE; ADDING SUBSECTION (B) (3) TO SECTION 17-15, CPC, COASTAL PLANNED COMMUNITY SUB-ZONE; AND ADDING SUBSECTION (B) (9) TO SECTION 17-25, R-BF, BEACHFRONT RESIDENTIAL SUB-ZONE REGARDING SHORT-TERM RENTAL UNITS. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, PLANNING DIVISION, 214 SOUTH C STREET, OXNARD, CALIFORNIA 93030.

WHEREAS, short-term rental uses have grown in popularity with the rise of the sharing economy; and

WHEREAS, the City of Oxnard intends to adopt regulations on Short-Term Rental Units ("STRs"); and

WHEREAS, on March 2016, the City conducted an online community survey that contained a series of questions designed to receive public input on STRs; and

WHEREAS, on August 16, 2016, staff held a duly noticed public Community Workshop to summarize the March survey results and secure feedback from the community on specific STR related regulations and questions; and

WHEREAS, on November 3, 2016, the Planning Commission of the City of Oxnard (the "Planning Commission") held a duly noticed study session to receive input on specific STR regulations; and

WHEREAS, on June 1, 2017, the Planning Commission conducted a duly noticed public hearing and specifically addressed STRs, questions raised at the November 3, 2016 meeting, and the STR processing guidelines; and

WHEREAS, on February 26, 2019, the City Council's Housing and Economic Development Committee (HEDC) held a duly noticed meeting to discuss policy questions and provide comments; and

WHEREAS, on July 9, 2019, the HEDC held a duly noticed meeting to discuss the draft ordinance with a focus on proposed changes to the ordinance; and

WHEREAS, on March 25, 2019, City Council held a duly noticed special meeting and received public input and provided direction to staff; and

WHEREAS, the City has identified the need to regulate short-term vacation rental uses in order to minimize impacts to residential neighborhoods and preserve neighborhood character, while balancing tourism; and

WHEREAS, the City recognizes the need for a reasonable balance between the regulation of short-term rental uses, which pay transient occupancy tax ("TOT") to the City, and the need to protect the character of residential neighborhoods; and

WHEREAS, the proposed ordinance is consistent with the 2030 General Plan and will protect the public health, safety and general welfare of the community as it establishes performance standards to ensure the compatibility between short term rentals and the residential character of neighborhoods in which they may be located; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) Sections 15060 (C)(2) and (3) and 15061(b)(3), regulatory actions which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA; and

WHEREAS, on August 1, 2019, the Planning Commission held a duly noticed public hearing to consider Planning and Zoning Permit No. 19-580-04 regarding the adoption of specific rules and regulations for STRs within Chapters 16 and 17 of the Oxnard City Code; and

WHEREAS, on September 24, 2019, the City of Oxnard's City Council's Housing and Economic Development Committee held a duly noticed meeting to receive a summary report on

the Planning Commission recommendations and provided input on the recommendations; and

WHEREAS, on November 5, 2019, the City Council held a duly noticed public hearing to consider an amendment to Chapter 17, Article III of the Oxnard City Code; and

WHEREAS, at the public hearing, the City Council considered all the evidence in the record, including (but not limited to) the Planning Commission Resolution, the staff report (including the attachments), written submittals and public testimony before making a final decision on November 5, 2019 regarding establishing escalating fines for short-term rentals.

WHEREAS, on December 17, 2019, the City Council approved for second reading and adopted Ordinance Nos. 2969, 2970, and 2971 regarding short-term rentals; and

WHEREAS, on January 16, 2020, Ordinance Nos. 2969 and 2971 took effect; and

WHEREAS, on January 30, 2020, the City of Oxnard submitted an application for a LCP Amendment to the California Coastal Commission to adopt Ordinance No. 2970 to allow the City of Oxnard to regulate short term rentals within the Coastal Zone; and

WHEREAS, the California Coastal Commission held a public hearing on July 10, 2020 to review and consider Zone Text Amendment and recommended approval of the Zone Text Amendment / LCP Amendment with three modifications:

Modification 1 - Subsection C (Vacation Rental Permit Cap) of Section 17-53 (Short Term Rental Units).

Modification 2 - Subsection D (Separation Requirement) of proposed Section 17-53 (Short Term Rental Units).

Modification 3 - Subsection I.3 (Ineligible Dwellings, Structures, and Spaces) of proposed Section 17-53 (Short Term Rental Units); and

WHEREAS, on July 10, 2020, the California Coastal Commission unanimously approved the LCP Amendment regarding short-term rentals; and

WHEREAS, the Planning Commission has reviewed and considered the California Coastal Commission's proposed modifications to Zone Text Amendment / LCP Amendment PZ No. 19-580-04; and

WHEREAS, on August 20, 2020, the Planning Commission has held a public hearing and received and reviewed written and oral comments related to the California Coastal Commission's proposed modifications to Zone Text Amendments / LCP Amendment PZ No. 19-580-04; and

WHEREAS, the Planning Commission found after due study and deliberation that the public interest and general welfare require the adoption of Zone Text Amendment / LCP Amendment No. 19-580- 04 with modifications as recommended by the CCC; and

WHEREAS, the Planning Commission of the City of Oxnard unanimously recommended that the City Council adopt Zone Text Amendments / LCP Amendment PZ No. 19-580-04 per Resolution 2020-15 Exhibit A; and

WHEREAS, on October 6, 2020, the City Council of the City of Oxnard conducted a duly noticed public hearing and considered the recommendation of the Planning Commission of the City of Oxnard to approve Planning and Zoning Permit No. 19-580-04 (Zoning Text Amendment) (the "Project" in accordance with the Oxnard City Code; and

WHEREAS, after considering all the evidence in the record, including (but not limited to) the staff report (including the attachments), the California Coastal Commission's Action Letter of Local Coastal Plan (LCP) Amendment No. LCP-4-OXN-20-0008-1 and the Planning Commission's adopted Resolution 2020-15, written submittals and verbal testimony from the public; and

WHEREAS, the City Council finds after due study and deliberation that the public interest and general welfare require the adoption of Zone Text Amendment / LCP Amendment No. 19-580- 04 with modifications as recommended by the CCC; and

WHEREAS, the adoption of the Zoning Text Amendment would be a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public; and

WHEREAS, the City Council accepts and agrees to the terms and modifications and agrees to issue Coastal Development Permits for the total area included in the certified LCP.

WHEREAS, the City Council authorizes the granting of a temporary STR permit for homeowners that were operating an STR in Oxnard prior to March 25, 2019. The permit must be applied for within 60 days of the effective date of this ordinance, is good for one year and shall not be automatically renewed.

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

Section 1. Based upon the foregoing recitals as required per OCC 17-57(C)(8)(c), which are incorporated herein, the City Council finds:

A. The Zone Text Amendment is consistent with the current certified local Coastal Land Use Plan or said Coastal Land Use Plan shall be amended concurrently in order to maintain consistency pursuant to the Coastal Act.

The local Coastal Land Use Plan shall be amended concurrently with the Zone Text Amendment through a Local Coastal Plan Amendment filed with the California Coastal Commission to ensure internal consistency. As such, this Zone Text Amendment will meet this finding.

B. The application for the Zone Text Amendment has been processed in accordance with procedures required by Oxnard City Code Section 17-58.

The proposed Zone Text Amendment has been processed in accordance with the procedures required by Section 17-58 (Hearings and Appeals), which include providing notice given at least 10 days prior to the hearing date in a newspaper of general circulation. Therefore, this Project meets this finding.

C. Cumulative amendments or changes maintain or enhance the coastal resources as identified and protected in the originally certified Coastal Land Use Plan.

The Zone Text Amendment creates regulations to manage activity that is currently being undertaken in the Coastal Zone, i.e. short-term rentals. Consideration was given in the regulations to ensure that the regulations focus on managing issues created by short-term rentals while maintaining access to the Coastal Zone thereby enhancing the certified local Coastal Land Use Plan. Therefore, this Zone Text Amendment meets this finding.

D. The Zone Text Amendment is appropriate in light of an established need for the requested amendment at the time and location anticipated by said amendment.

As a result of the rise in the number of short-term rentals in the Coastal Zone, the residents and City have experienced an increase in issues directly related to the use of residential properties in the Coastal Zone as short-term rentals. The issues include (but are not limited to) noise, trash and parking problems. The proposed Zone Text Amendment addresses these issues and other anticipated issues through the proposed standards and enforcement regulations that address the established need for the amendment. Therefore, this Zone Text Amendment meets this finding.

E. The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare.

The adoption of Zone Text Amendment is a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by clarifying the implementation procedures of coastal zones throughout the City of Oxnard. As such, this Zone Text Amendment meets this finding.

F. The Zone Text Amendment maintains or enhances the provisions for public access within the Coastal Zone.

Short-term rentals are an existing use that is not currently allowed or regulated within the City's adopted Coastal Zoning regulations (Chapter 17 of the Oxnard City Code). The regulations will make short-term rentals a permitted use in select zones within the Coastal Zone once the required permit is obtained, and the regulations will establish operational requirements to manage the issues that arise as a result of short-term rentals. The Zone Text Amendment allows for an increase in the number of short-term rentals currently available in the Coastal Zone, thereby creating additional, quality overnight accommodations within the Coastal Zone. Therefore, this Zone Text Amendment meets this finding.

G. The Zone Text Amendment is consistent with the goals, policies, and actions of the City of Oxnard 2030 General Plan and will not conflict with the 2030 General Plan.

The zone text amendment supports the 2030 General Plan goals of improving community safety and quality of life, and strengthening neighborhood development. Additionally, the amendment will aid in the creation of a vibrant and economically sustainable commercial and retail sector throughout the City and enhance business development.

H. The Zone Text Amendment reflects the input of residents, stakeholders, and public officials, and implements the General Plan's vision and desire for the community, is adopted in the public's interest, and is consistent with federal and state law.

The zone text amendment has evolved through a process of public engagement with the entire community, review of regulations adopted by other jurisdictions in Southern California and is adopted in the public's interest to address concerns and issues brought to the City by residents. The regulations are based on current law and precedent established in the State of California.

Section 2. In view of all the evidence in the record and based on the foregoing findings, the City Council hereby approves the Zone Text Amendment.

Section 3. Chapter 17, Article II, Subsection (B) of Section 17-10 of the Oxnard City Code relating to the R-B-1, Single-Family Beach Sub-Zone is hereby amended to read as follows:

"(10) Short-term rentals consistent with Section 17-53."

Section 4. Chapter 17, Article II, Subsection (B) of Section 17-11 of the Oxnard City Code relating to the R-W-1, Single-Family Water-Oriented Sub-Zone is hereby amended to read as follows:

"(10) Short-term rentals consistent with Section 17-53."

Section 5. Chapter 17, Article II, Subsection (B) of Section 17-12 of the Oxnard City Code relating to the R-W-2, Townhouse Water-Oriented Sub-Zone is hereby amended to read as follows:

"(10) Short-term rentals consistent with Section 17-53."

Section 6. Chapter 17, Article II, Subsection (B) of Section 17-13 of the Oxnard City Code relating to the R-2-C, Coastal Multiple-Family Sub-Zone is hereby amended to read as follows:

"(10) Short-term rentals consistent with Section 17-53."

Section 7. Chapter 17, Article II, Subsection (B) of Section 17-14 of the Oxnard City Code relating to the R-3-C, Coastal Medium Density Multiple-Family Sub-Zone is hereby amended to read as follows:

"(10) Short-term rentals consistent with Section 17-53."

Section 8. Chapter 17, Article II, Subsection (B) of Section 17-15 of the Oxnard City Code relating to the CPC, Coastal Planned Community Sub-Zone is hereby amended to read as follows:

"(3) Short-term rentals consistent with Section 17-53."

Section 9. Chapter 17, Article II, Subsection (B) of Section 17-25 of the Oxnard City Code relating to the R-BF. Beachfront Residential Sub-Zone is hereby amended to read as follows:

"(9) Short-term rentals consistent with Section 17-53."

Section 10. Section 17-53 is hereby added to Article IV of Chapter 17 of the Oxnard City Code to read as follows:

SEC. 17-53 SHORT-TERM RENTAL UNITS

(A) Purpose and Intent.

The purposes of short-term rental unit regulations are to establish standards and requirements for the temporary rental of dwellings as accessory uses in order to; (1) ensure that the use of

dwellings as short-term rental units does not adversely impact long-term housing opportunities in the City of Oxnard; (2) ensure that short-term rental units are compatible with surrounding land uses; and (3) protect the health, safety and welfare of the short-term rental units' renters, occupants, neighboring residents, as well as the general public and environment.

(B) Definitions.

When used in this Article, the following words shall have the meanings ascribed to them as set forth herein.

Homeshare - A dwelling which is the primary residence of an owner who possesses at least a twenty percent ownership interest in the subject parcel, with any portion of the dwelling rented for a period less than thirty consecutive days when said owner is physically present in the same dwelling, with no meals or food provided to the renter or renters. A homeshare is not considered a home occupation. Use of a dwelling for occasional home exchange is not considered a homeshare.

Owner - A person with a full or partial fee title ownership interest in the subject property. For a property held in a trust, each trustee (but no trust beneficiary) is considered an owner.

Primary Residence - A dwelling which is the owner's main living location as evidenced by the owner's address-of-record for official documents such as the property's title, income tax returns, voter registration, or a current property tax bill.

Rent - The terms rent, rented and rental mean allowing use of a dwelling or property, or any portion thereof, in exchange for consideration in any form.

Short-term Rental - The rental of a residential unit for a period less than thirty (30) consecutive calendar days. Short-term rentals include both homeshares and vacation rentals.

Vacation Rental - A dwelling, any portion of which is rented for a period less than thirty consecutive days when the owner is not physically present, with no meals or food provided to the renter or renters. A vacation rental is not considered a home occupation under this Section. Use of a dwelling for occasional home exchange is not considered a vacation rental.

(C) Vacation Rental Permit Cap.

1. The number of vacation rental permits shall be limited by a 5% cap per General Plan neighborhood as established in the City of Oxnard Neighborhood Map adopted as Figure 3-4 in the 2030 General Plan or its successor document. The number of vacation rental permits shall be limited to 10% in the Residential Beach Front (R-BF) zone. The total

number of vacation rental permits issued to residential dwellings shall not exceed 5% of the total dwelling units in each neighborhood. If no short-term rental permits are available pursuant to the cap on short-term rentals, the Director or designee shall place interested property owners on a waiting list in the order in which they were received. If a permit becomes available, applications shall be accepted and reviewed in the order they are listed on the waiting list subject to Subsection (K).

2. Notwithstanding any language in this Subsection (C), Subsection (D), or Subsection (F)(3) to the contrary, if the owner(s) of an existing short-term rental property (i) consistently paid transient occupancy taxes to the City pursuant to Section 13-15 et seq. starting on or before January 1, 2019 (ii) otherwise complies with the requirements of this Section 17-53, and (iii) applies for a vacation rental permit within sixty (60) days from the effective date of Section 17-53, then such owner(s) shall be eligible for a short-term rental permit even if the approval of such permit(s) would exceed the vacation rental permit cap for the General Plan neighborhood or R-BF zone in which the property is located. During the initial 60-day period from the effective date of this Section 17-53, no applications for a vacation rental permit shall be accepted from any party except from the owner(s) of an existing short-term rental property who consistently paid transient occupancy taxes to the City pursuant to Section 13-15 et seq. starting on or before January 1, 2019 and otherwise complied with the requirements of Section 17-53. If the issuance of permits pursuant to applications filed during the initial 60-day period exceeds the rental permit cap in any General Plan neighborhood or the R-BF zone, then no further permits can be issued in that General Plan neighborhood or RB-F zone as long as the number of valid permits equal or exceed the percentage of permits otherwise allowed in the particular General Plan neighborhood or R-BF zone. If, however, the vacation rental permit for that property is revoked pursuant to Section 17-53(R), said property will be subject to the applicable cap requirement and the owner(s) may reapply for a permit pursuant to this Section 17-53.

(D) Separation Requirement.

1. No Vacation Rental shall be issued a permit when a Vacation Rental permit has already been issued to another property that is either: (i) within 100 feet of the proposed Vacation Rental in the Residential Beach Front (R-BF) zone; or (ii) within 200 feet of the proposed Vacation Rental outside the R-BF zone. The 100-foot and 200-foot separation is to be measured horizontally from all parcel lines of property ownership as established by the legal description for the property on record with the County of Ventura.

2. Notwithstanding any language in this Subsection D to the contrary, the 100-foot and 200-foot separation requirement shall not apply to a dwelling unit within a development:

a. That is subject to the Vacation Ownership and Time-share Act of 2004 (Business and Professions Code Section 11210 et seq.); and

b. That became subject to the Vacation Ownership and Time-share Act of 2004 on or before January 1, 2019; and

c. Whose owner(s): (i) on or before January 1, 2019, consistently paid transient occupancy taxes to the City pursuant to Oxnard City Code Section 13-15 et seq. (ii) otherwise complies with the requirements of this Section 17-53, (iii) and applies for a vacation rental permit within sixty (60) days from the effective date of Section 17.53; provided, however, if the vacation rental permit is revoked pursuant to Section 17-53(R), said property will be subject to the applicable separation requirement and the owner(s) may reapply for a permit pursuant to this Section 17-53.

(E) Maximum Rental Period

1. Vacation rentals shall be limited to a maximum of 100-day annual cap per calendar year. Vacation rentals which are only used for a partial day (i.e. arrival departure days) shall be rounded up and counted as a full day.

2. Notwithstanding any language in this Subsection E to the contrary, the 100-day annual cap per calendar year shall not apply to a dwelling unit within a development:

a. That is subject to the Vacation Ownership and Time-share Act of 2004; and

b. That became subject to the Vacation Ownership and Time-share Act of *2004* on or before January 1, 2019.

(F) Permit Required.

1. Except as expressly authorized by this Article, no dwelling, property or any portion thereof shall be rented for a term of less than thirty consecutive days. Renting for less than thirty days pursuant to a purported longer-term lease or by other means intended to evade compliance with this Article is prohibited.

2. A valid permit issued by the City pursuant to this Article is required in order for any person that seeks or receives any rent, payment, fee, commission or compensation in any form, to rent, offer for rent, advertise for rent, or facilitate the rental of a homeshare or vacation rental. For purposes of this Article, the owner of a dwelling unit that is subject to the Vacation Ownership and Time-share Act of 2004 must obtain a valid permit issued by the City pursuant to this Article for the rental of the dwelling unit for non-timeshare purposes for a period of less than thirty days.

3. A short-term rental permit authorizing a vacation rental or homeshare shall be issued or renewed by the Community Development Director, or designee if the following minimum

findings are met.

a. The property is compliant with all State and Local codes.

b. The property complies with the requirements of this Article.

c. There is no substantial evidence of nuisance behavior from the location.

d. Issuance of the permit will not exceed the neighborhood cap pursuant to 17-53(C).

4. The Community Development Director shall have the authority to impose additional standards and or conditions to short-term rental permits as necessary to achieve the objectives of the Article.

(G) Limited Term.

1. Permits for short-term rentals shall be issued or renewed for a maximum term of one year. All permits shall contain the following provision: "This permit shall expire no later than one year after the date of issuance, and is subject to revocation for violation or noncompliance with the requirements or any other applicable provision of the Oxnard City Code."

2. Permit holders that remain in good standing and apply for a renewal permit prior to the expiration of their current permit will be granted a renewal permit. If a permit expires, the request for a pem1it would be treated as a new permit subject to any established waiting lists.

(H) Owner Requirements and Limitations.

1. Permits may only be issued to the owner(s) of the homeshare or vacation rental property, and shall automatically expire upon sale or transfer of ownership of the property, in whole or in part. All permits shall include the following provision; "This permit shall automatically expire upon sale or transfer of the property, in whole or in part, or as stated in Section F, whichever comes first."

2. A permit may only be issued for a homeshare or vacation rental property if no owner of the subject homeshare or vacation rental property is also the owner of another homeshare or vacation rental property that is currently permitted under this Article. In addition, if a property contains multiple dwelling units that have not been subdivided pursuant to the subdivision map act (e.g. a duplex. cottages or apartments), only one dwelling unit on the property is eligible for permitting as a homeshare or vacation rental under this Article.

3. Notwithstanding any language in subsection H(2) to the contrary, if a dwelling unit is subject to the Vacation Ownership and Time-share Act of 2004, an owner of said dwelling unit may

obtain a permit for more than one such dwelling, provided that said owner otherwise complies with all of the applicable requirements of Section 17-53.

(I) Ineligible Dwellings, Structures and Spaces.

No permit for a homeshare or vacation rental shall be issued for any of the following dwellings:

1. A dwelling subject to a City-imposed covenant, condition or agreement restricting its use to a specific purpose including but not limited to an affordable housing unit, farmworker housing, a superintendent or caretaker dwelling.

2. A dwelling on property fully or partially owned by a corporation, partnership, limited liability company, or other legal entity that is not a natural person, except in the event every shareholder, partner or member of the legal entity is a natural person as established by documentation (which shall be public record) provided by the permit applicant. In the event this exception applies, every such natural person shall be deemed a separate owner of the subject dwelling and property for purposes of this Article. Notwithstanding any language in this subsection 2 to the contrary, if a dwelling unit is subject to the Vacation Ownership and Time- share Act of 2004, such unit may be owned by a corporation, partnership or limited liability company and still be eligible to obtain a permit pursuant to this Section 17-53, provided that said owner otherwise complies with all of the applicable requirements of Section 17-53.

3. A dwelling on property owned by six or more owners, unless each owner shares common ancestors or the dwelling is subject to the Vacation Ownership and Time-share Act of 2004 and became subject to the Vacation Ownership and Time-share Act of 2004 on or before January 1, 2019.

4. A dwelling or structure that has not, if legally required, obtained a full building final inspection or been issued a valid certificate of occupancy by the City Building Official.

5. A mobile home located in a mobile home park.

6. Space in a yard or on a balcony. Camping in a backyard or on a balcony as a form of STR is prohibited.

7. A vehicle, to include an RV, car or boat. Use of a vehicle as a form of STR is prohibited.

8. Those 440 units in the Planned Development Community known as The Colony at Mandalay

Beach.

9. Those units in the Harbour Island condominiums.

10. An Accessory Dwelling Unit.

(J) Pre-Permitting Inspection.

Prior to the initial issuance of a permit under this Article, the City Building Official or designee shall conduct an inspection to determine the number of bedrooms within the unit and ensure the dwelling and site comply with the provisions of this Article and other applicable building and zoning codes and regulations regarding parking, access, fire, and other relevant health and safety standards. If any violation is identified during the inspection, no permit shall be issued under this Article until the violation(s) is abated.

(K) Permit Application, Processing and Fees.

1. Applications for the initial issuance and renewal of permits under this Article shall meet the form and content requirements as established by the Community Development Director or designee.

2. Each application shall include a floor plan showing all rooms with each room labeled as to room type and a site plan depicting the location of all on-site parking and existing structures and describing the use of all existing structures.

3. Each application shall include a nuisance response plan containing the information required by Subsection L.

4. Each application shall include a mailing list for notifications pursuant Subsection N(2) along with fees as set forth in the Planning Division fee schedule.

5. Each application shall include an affidavit in a form provided by the Community Development Director or designee, signed by each owner of the subject property, agreeing to comply with the operational standards of Subsection (M) and the property management requirements of Subsection (N) should the permit be issued. The affidavit form shall also include the following statement: "The City considers the short-term rental of dwellings to be businesses that are operated in residential zones. Short-term rentals are not a by-right use. Instead, they are only allowed if operated in strict compliance with the rules and requirements of Chapter 17, Article IV, Section 17-53 of the Oxnard City Code. Violations are grounds for permit revocation, fines, and/or criminal prosecution."

6. For a homeshare only, annually provide to the Planning Division proof of a homeowner's exemption from the County Assessor and a fully-executed statement that the property is owner occupied.

7. An annual permit fee authorized by the fee schedule applicable to the Planning Division may be collected upon the filing of an application to cover the City's costs of administering this Article.

8. Prior to permit issuance under this Article, the applicant shall: (i) pay all applicable City fees; (ii) provide contact information for the owner of a homeshare, or designate and provide contact information for one or two property managers of a vacation rental, pursuant to Subsection (L); (iii) provide a fully-executed affidavit pursuant to Subsection (K)(5); (vi) provide proof of compliance with the applicable business tax and licensing, and transient occupancy tax requirements pursuant to Subsection (N)(6); (v) for a homeshare only, proof of homeowner's exemption and statement that property is owner occupied pursuant to Subsection (K)(6); (vi) provide proof of insurance pursuant to Subsection (N)(7); and (vii) provide the fully- executed defense and indemnification agreement pursuant to Subsection (N)(8).

9. Notwithstanding any other provision of this Article, no public hearing shall be conducted regarding permit applications under this Article. Decisions of the Community Development Director or designee on permit applications to approve a short-term rental permit are final when rendered and are not subject to appeal.

(L) Nuisance Response Plan

Each nuisance response plan accompanying a vacation rental application shall contain the following information and otherwise be in a form required by the Community Development Department.

1. The mailing address and telephone number of the owner or owners of the residential dwelling unit or units to be used as a vacation rental pursuant to the permit.

2. The name, address and telephone number of the person or persons who will be available by telephone, and who will be responsible for promptly responding to or causing a prompt response to a nuisance complaint arising out of the occupancy or use of the vacation rental by tenants, their visitors and/or their guests. For the purposes of this Section, a return telephone call to a complainant shall be deemed "prompt" when:

> a. Between the hours of 7:01 a.m. and 9:59 p.m. the call to contact the renter to correct the problem is made within thirty minutes of receiving the initial complaint:

b. Between 10:00.p.m. and 7:00 a.m., the quiet hours, the call to contact the renter to correct the problem is made within fifteen minutes of receiving the initial complaint.

3. No more than a total of three persons shall be designated in the response plan as a person responsible for responding to or causing a response to a nuisance complaint; and

4. Only one such person shall be designated as the person responsible for responding to a nuisance complaint during any particular hours of the day, different days in a week, and/or different weeks of the year.

5. The manner of responding to or causing a response to a nuisance complaint, including but not limited to the manner in which the complainant or complainants will be notified of the response and the method of documenting prompt responses and timely corrective action.

6. The manner of assuring timely corrective action to remedy the conditions that caused the nuisance complaint. For the purposes of this section "timely corrective action" shall include, at a minimum, a telephone call to the primary adult occupant of the short-term vacation rental within 30 minutes of the initial nuisance complaint.

(M) Operational Standards.

The following minimum operational standards apply to all homeshares and vacation rentals. All owners, renters, occupants and visitors of homeshares and vacation rentals shall comply with the operational standards. The owner(s) and permittee(s) of homeshares and vacation rentals are ultimately responsible for ensuring compliance with, and are liable for violations of, these operational standards.

1. Limits On Duration Of Stay.

a. The property owner shall require all occupants of vacation rentals to agree to a minimum stay of no less than three nights.

b. Vacation rental units may be rented for no more than 100 days during any calendar year. Notwithstanding any language in this Subsection M to the contrary, the 100-day annual cap per calendar year shall not apply to a dwelling unit within a development that is subject to the Vacation Ownership and Time-share Act of 2004 and that became subject to the Vacation Ownership and Time-share Act of 2004 on or before January 1, 2019.

2. Occupancy Limits.

a. Vacation rental overnight occupancy shall be limited to a maximum of two persons per

bedroom occupying up to five bedrooms, plus two additional persons, up to a maximum of ten persons.

b. Homeshares shall have a maximum of two bedrooms available for rental. Overnight occupancy shall be limited to a maximum of five rental guests.

c. Inclusive of the owner(s) in the case of homeshares, the maximum number of total persons allowed on the property at any time shall not exceed the maximum overnight occupancy plus six additional persons. No person who is not staying overnight at the homeshare or vacation rental shall be on the property during the quiet hours stated in Subsection (M).4.b.

d. Homeshares and vacation rentals shall not be rented to more than one group at a time; no more than one rental agreement shall be effective for any given date.

e. The primary occupant of a vacation rental shall be an adult 21 years of age or older. The primary occupant shall be legally responsible for compliance of all occupants of the unit and/or their guests with all provisions of this Article and/or this code.

3. Parking Requirements.

a. Parking shall be provided on the property as follows:

i. a minimum of one parking space for vacation rentals in a studio or one bedroom;

ii. a minimum of two parking spaces for homeshares and vacation rentals with two to four bedrooms; and

iii. a minimum of three parking spaces for homeshares and vacation rentals with five or more bedrooms.

b. Permitted garages and driveways on the property shall be unobstructed and made available for renter parking.

4. Noise.

a. No use or activity associated with a homeshare or vacation rental shall at any time create unreasonable noise or disturbance as provided in Chapter 7. Article XI - Sound Regulations of the Oxnard City Code.

b. Quiet hours shall be observed from 10:00 p.m. to 7:00 a.m.

c. Pursuant to OCC Section 7-147.1 the sale, offer to sell, use, or possession of fireworks

is prohibited in the City of Oxnard and use by a tenant or guest of an STR is also a violation of this Article.

5. Events and Activities.

No homeshare or vacation rental property shall be rented or used for any event or activity attended by more persons than are allowed on the property pursuant to Subsection (M)(2) that violates any noise standard of Subsection (M)(4), or that violates any other standard or requirement of this Article or any other local state or federal law.

6. Refuse.

Adequate waste collection facilities and services shall be provided for a homeshare or vacation rental at all times. Waste bins and refuse shall not be left within public view except in proper containers for the purpose of collection on the scheduled collection day(s). The waste collection schedule and information about recycling and green waste separation and disposal shall be included in the rental agreement and posted conspicuously inside the rental unit.

(N) Property Management Requirements.

The following minimum property management requirements apply to all homeshares and vacation rentals.

1. Owner/Property Manager Requirements.

a. At all times a homeshare is rented out, a homeshare owner shall be onsite between the hours of 10:00 p.m. and 7:00 a.m., and within twenty-five miles of the property at all other times, to ensure compliance with the standards and requirements of this Article.

b. At all times a vacation rental is rented out, the vacation rental shall have one or two designated property managers, one of whom shall be available at all times and within twenty-five miles of the property, to ensure compliance with the standards and requirements of this Article. An owner may serve as one of the property managers.

c. Each application under this Article shall include the name, address, and telephone number(s) at which the property manager(s) can be reached at all times, along with the signature of each property manager. Any requested change to a designated property manager shall be made through a formal written request to the Community Development Director or designee, and shall include the signature of the proposed property manager and the desired effective date of the change. No change to a vacation rental's designated property manager shall take effect unless and until approved in writing by the

Community Development Director or designee.

2. Permit Notification.

a. The Planning Division shall provide a mailed notice of permit issuance, and of each permit renewal, to the owner of the subject property and the owners of all real property situated within a radius of 300 feet of the exterior boundaries of the Assessor's Parcel(s) which is the subject of the application.

b. At a minimum, the notice of permit issuance shall include: (i) directions to view a copy of the nuisance response plan; and (ii) contact information for the Code Compliance Division.

3. Information In Rental Agreements

a. Each rental agreement for a vacation rental or homeshare shall prominently display the following information:

(1) The permitted occupancy and guest limits for both day and night;

(2) Notification that quiet hours shall be observed between 10:00 p.m. and 7:00 a.m.;

(3) Notification that no outdoor amplified music or sound is allowed during quiet hours and a copy of Chapter 7, Article XI - Sound Regulations of the Oxnard City Code as may be amended from time to time;

(4) Notification that the property cannot be used for events that exceed the applicable occupancy or guest limits, or that violate the quiet hours, noise standards or any other standard or requirement of this Article;

(5) The available number of onsite parking spaces, and notification that all parking shall occur on-site with no on-street parking allowed;

(6) The waste collection schedule and the tenant’s responsibilities regarding waste collection;

(7) Notification that the sale, possession or use of fireworks in the City of Oxnard is prohibited.

4. Information in Advertising and Listings

a. Each advertisement and listing for a vacation rental or homeshare shall prominently display the following information;

(1) The City-issued land use permit number authorizing the homeshare or vacation rental under this Article;

(2) The current City issued Business License Tax Certificate identification number, if required for the operation;

(3) All advertisements for homeshares shall state that the unit is an owner-occupied dwelling, and the owner will be present in the home;

(4) The available number of onsite parking spaces, and notification that all parking shall occur on-site with no on-street parking allowed;

b. No advertisements or notices regarding the availability of a dwelling for homeshare or vacation rental use shall be posted on the property.

5. Posting Inside of Dwellings.

The following information, as well as all information required by Subsection (N)(3), shall be posted in a conspicuous location inside the dwelling within six feet of the main entrance of the homeshare or vacation rental;

a. The name and contact information for the designated property manager of a vacation rental or owner of a homeshare, and the telephone number(s) at which the person can be reached at all times;

b. The waste collection schedule and information about recycling and green waste separation and disposal;

c. Notification that the property owner, renter, and occupants are subject to criminal citation and fines, civil penalties and/or permit revocation for violations of the unit's occupancy limits, noise standards and other operational standards.

6. Business License; Business Taxes; Transient Occupancy Tax.

The owner of a vacation rental or homeshare shall acquire and maintain a valid City business license, timely pay annual business taxes evidenced by a business tax certificate, and obtain and maintain a valid City transient occupancy tax registration certificate and timely pay all required City transient occupancy taxes.

7. Insurance.

The owner shall maintain an insurance policy that includes coverage for commercial/business general liability with a minimum limit of $1,000,000 per occurrence for claims of personal injury or property damage. Proof of such insurance coverage shall be provided with each permit application under this Article, and shall be made available to the Community Development Director or designee upon request.

8. Defense and Indemnification.

All owners of a homeshare or vacation rental shall be jointly and severally responsible to defend and indemnify the City and all of its officials, employees and agents from and against all third-party claims, causes of action, fines, damages and liabilities of whatever nature arising from or related to the processing and issuance of a permit under this Article and/or from the operation of the homeshare or vacation rental. Upon submittal of a permit application under this Article, all owners of the homeshare or vacation rental shall execute a written agreement on a form provided by the Community Development Director or designee implementing this defense and indemnification requirement.

9. Record-Keeping.

The owner of a homeshare or vacation rental shall keep and preserve all records as may be necessary to demonstrate compliance with the standards and requirements of this Article. These records shall include but are not limited to all rental agreements entered into, advertisements and online listings. The records shall be maintained during the term of the permit issued under this Article and subsequent renewal up to two years, and shall be made available in electronic format for the City's review upon request of the Community Development Director or designee.

(O) Inspection and Monitoring.

1. Inspections.

In addition to the pre-permitting inspection of a homeshare or vacation rental pursuant to Subsection (J), upon reasonable notice. City staff shall be given access to the dwelling and site to conduct an inspection during the tem1 of the permit to ensure continued operation of the homeshare or vacation rental in compliance with the provisions of this Article and other applicable building and zoning codes and regulations regarding parking, access, fire, safety, and other relevant issues.

2. Inspection, Monitoring and Code Enforcement Costs.

City monitoring shall be required for each homeshare and vacation rental operation issued a permit. The permittee shall be responsible for all inspection and monitoring costs associated with the operation. Monitoring may be conducted by a third party compliance company hired by the City. The permittee shall also be responsible for any and all code enforcement costs, calculated at a full cost recovery rate, related to their property.

(P) Permit Fees

The Community Development Department shall assess fees for a short-term rental permit as set by the City Council. Fees and deposits set forth in this Article may be adjusted each year by the City Council, reflecting the costs of administering the short-term rental permit, and enforcing the requirements of this Section.

(Q) Complaints and Violations.

1. Complaints.

a. Complaints regarding the condition, operation or conduct of the renters, occupants or visitors of a homeshare or vacation rental shall be directed to the vacation rental property manager or homeshare owner for investigation and resolution. The property manager or owner shall be available by phone at all times the dwelling is rented out as a homeshare or vacation rental.

b. Upon receipt of a complaint that any renter, occupant or visitor of a homeshare or vacation rental has created unreasonable noise or disturbance and/or potentially violated any other operational standard of this Article the property manager or owner shall take all necessary actions to promptly resolve the issue, including by initially contacting the renter to correct the problem within thirty minutes, or within fifteen minutes during the quiet hours between 10:00 p.m. and 7:00 a.m., after the complaint is first received.

c. Within twenty-four hours after first receiving a complaint pursuant to subsection (b) above, the property manager or owner shall complete the online reporting form provided by the Community Development Director or designee to: (1) report and describe the complaint including the time the complaint was first received; (2) describe all actions taken to resolve the issue, including the time each action was taken; and (3) describe the resolution or current status.

d. A property manager's or owner's failure to promptly resolve a complaint pursuant to subsection (b) above which the Planning Division deems to be valid, or to timely and fully report the complaint to the Community Development Director or designee on the online reporting form, shall each constitute a separate violation of this Article.

e. Individuals who file false reports of nuisance activities or other violations of this ordinance shall be subject to fine and prosecution pursuant to California Penal Code Section 148.5 and the complainant will be responsible for the costs associated with the service call by the Police Department or Code Enforcement

2. Violations.

Each of the following acts or omissions related to the operation or use of a homeshare or vacation rental is unlawful and constitutes a violation of this Article. Owners are jointly and severally responsible and liable, along with any other responsible person, for each violation committed with respect to their homeshare or vacation rental. Each day a violation occurs constitutes a separate, additional violation:

a. Engaging in an act in violation of the permitting requirement of Subsection (F);

b. Failure to comply with an operational standard of Subsection (M);

c. Failure to comply with a property management requirement of Subsection (N);

d. Failure to comply with the complaint investigation. resolution and/or reporting requirements of Subsection (Q)(1); and

e. Failure to timely remit to the City any cost or fee pursuant to this Article.

(R) Revocation or Suspension of Permit.

1. The Community Development Director may revoke, or suspend a vacation rental or homeshare permit for one or more of the following reasons:

a. A property transfer triggering property tax reassessment pursuant to the California Revenue and Taxation Code Section 60 et seq., as determined by the Ventura County Assessor such that the vacation rental or homeshare permit associated with the property shall expire and shall also become nonrenewable at the time of the property transfer.

b. The permittee has made a false, misleading or fraudulent statement of material fact in the application for the vacation rental or homeshare permit, in the information required to be submitted to the city, or in response to inquiries by the city.

c. The permittee engaged in any of the following conduct related to this section that:

(1) Resulted in a citation or conviction against the permittee;

(2) Violated local, state or federal law;

(3) Constituted a public nuisance;

(4) Breached any condition, requirement, or restriction of the vacation rental or homeshare permit; or

(5) Constituted a hazard to public peace, health, or safety.

d. Failure to pass inspections required under the provisions of Subsection (J).

e. Three or more verified and valid complaints of any violation of the Oxnard City Code, state or federal law, as determined by the Community Development Director, within a twelve-month period, shall be grounds for permit revocation.

2. A Vacation Rental or Homeshare Permit may be revoked, suspended, or additional conditions may be imposed by the Community Development Director by providing written notice to the permittee setting forth the basis of the intended action and giving the permittee an opportunity, within fourteen calendar days, to present responding information to the Department of Planning and Community Development.

3. After the fourteen-day period, the Community Development Director shall determine whether to revoke the permit, suspend the permit, or impose additional conditions upon the permit and thereafter, give written notice of its decision to the permittee. The permit shall be deemed to be valid until the written notice of the decision has been issued.

(S) Violations Declared A Public Nuisance.

Each and every violation of the provisions of this Article is hereby deemed unlawful and a public nuisance.

(T) Each Violation a Separate Offense.

Each and every violation of this Article shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the City of Oxnard. Additionally, as a nuisance per se, any violation of this Article shall be subject to injunctive relief, any permit issued pursuant to this Article being deemed null and void, disgorgement and payment to the City for any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The City of Oxnard may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by the person/s or entity to which the STR permit was issued and by tenants under contract to use the STR. Additionally, when there is determined to be an imminent threat to public health, safety or welfare, the City Manager, or his/her designee(s), may take immediate action to temporarily suspend a STR permit issued by the City, pending a hearing

before the City Manager, or his/her designee(s).

(U) Criminal Penalties.

Each and every violation of the provisions of this Article may at the discretion of the District Attorney or City Attorney be prosecuted as an infraction or misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars ($1,000) for the first violation, two thousand dollars ($2,000) for the second violation, and three thousand dollars ($3,000) and revocation of the permit for a period of two years, after which the property owner would have to reapply, for the third violation. Each day a violation is committed or permitted to continue shall constitute a separate offense. The fine for operating an unlicensed and/or unpermitted STR shall be $5,000 per day.

(V) Remedies Cumulative and Not Exclusive.

The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided by law.

(W) Appeals.

A property owner or duly appointed designee may appeal a decision of the Community Development Director to deny, revoke, or suspend a short-term rental permit pursuant to Chapter 1, Article V-Administrative Hearings of the Oxnard City Code.

Section 11. If any subsection, sentence, clause, phrase or word of the Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

Section 12. Cumulative Ordinance. Nothing in this Ordinance shall be interpreted to allow any land use which is not expressly listed as permitted or conditionally permitted within the City's Zoning Code.

REST OF THIS PAGE LEFT INTENTIONALLY BLANK

Section 13. The City Clerk shall certify as to the adoption of this Ordinance and shall cause summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this Ordinance in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. 2970 was first read on December 3rd, 2019, was adopted on December 17th, 2019. California Coastal Commission Modifications to Ordinance No. 2970 were read by the City Council on October 6th, 2020, with the California Coastal Commission to accept the final modifications on their consent agenda at their November hearing. The Ordinance is to become effective thirty (30) days thereafter.

PASSED AND ADOPTED by the City Council of the City of Oxnard on this ___ day of _____, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

Ascencion, Michelle <michelle.ascencion@oxnard.org>

Rebuttal to Mike Hoch's letter

1 message

'Stephanie Brown' via City Clerk <cityclerk@oxnard.org> Thu, Oct 8, 2020 at 6:58 PM
Reply-To: Stephanie Brown Redacted
To: carmen.ramirez@oxnard.org, perellobert@gmail.com, oscar.madrigal@oxnard.org, bryan.macdonald@oxnard.org, gabriela.basua@oxnard.org, vianeyforoxnard@gmail.com, cityclerk@oxnard.org, "Cc:" <Steve.Hudson@coastal.ca.gov>, wendy.leung@vcstar.com, tim.flynn@oxnard.org
Redacted

Dear City Council members,

I am writing a rebuttal to the letter and calls made to you by Mike Hoch.

I live behind Mr. Hoch's home that he has owned for the past seven years. He is at 5115 Amalfi Way, and I live behind him on Corbina Way. We built our home in 1977 and have lived here for 43 years, so we have seen our community grow. In the seven years that he has owned his home I have never met him neither have my neighbors, so we have no way of contacting him when there is a problem at his rental. There is a fire pit and jacuzzi in his back yard next to his back fence, which faces my bedroom window. When renters are outside and drinking over the sound of the jacuzzi their voices get louder and the sound carries. We have working families in our neighborhood that have to get up early for work. You can check with the Oxnard Police department about the disturbance calls that have been made. I had one of their renters come to my front door at 11pm, to tell me she had NO intention of being quite as they were having a party and her son was getting married the next day. There were over 30 people in the back yard of Mr. Hoch rental property. He is not a responsible owner, his home is nothing but a business for him, in my opinion.

I could go on for pages about the problems with this VRBO, I am willing to have surrounding neighbors write letters to confirm these problems.

He states that he could rent this home 250+ days a year @ $955.00 dollars a night, that would give him a income of $238,750 a year. Thats a full time business, with NO concern for our neighborhood.
Very few families can afford $955. a night, so there are usually two or three families staying there at one time.

Thank you, for taking the time to read my letter.
Stephanie Brown

Ascencion, Michelle <michelle.ascencion@oxnard.org>

Short Term Rental 5115 Amalfi Way

1 message

'Vikki Diaz' via City Clerk <cityclerk@oxnard.org> Sat, Oct 10, 2020 at 7:44 AM
Reply-To: Vikki Diaz Redacted
To: "<tim.flynn@oxnard.org> <>" <tim.flynn@oxnard.org>, "<carmen.ramirez@oxnard.org> <>" <carmen.ramirez@oxnard.org>, "<perellobert@gmail.com> <>" <perellobert@gmail.com>, "<oscar.madrigal@oxnard.org> <>" <oscar.madrigal@oxnard.org>, "<bryan.macdonald@oxnard.org> <>" <bryan.macdonald@oxnard.org>, " <gabriela.basua@oxnard.org> <>" <gabriela.basua@oxnard.org>, "vianeyforoxnard@gmail.com" <vianeyforoxnard@gmail.com>, "cityclerk@oxnard.org" <cityclerk@oxnard.org>
Cc: "Steve.Hudson@coastal.ca.gov" <Steve.Hudson@coastal.ca.gov>

Mayor Flynn and Council Members:

I know the vote for the STRs has taken place. After hearing from the STR owner, Michael Hoch, who owns the STR behind me at 5115 Amalfi Way, I had to write a rebuttal. I am not against STRs just against this one. I have never met Mr. or Mrs. Hoch, not due to my lack of trying. Over the years, I have reached out through the STR website and Nextdoor app to try and discuss the problems with his rental. He has never offered a phone number or acknowledged the issues we endure with his renters. The noise is continually out of control. The amount of people they rent to, in my opinion, is excessive.
There are usually three cars in the driveway and a fourth in the garage. My daughter is now in college (Johns Hopkins University), when she was home, especially the last two years of high school, we continually had to leave our home for her to study or prepare for an SAT or ACT. When your child comes to you in tears because of the noise, it is heartbreaking. Now that her classes are online, she has returned to her rental in Baltimore because it is too noisy for her to complete her schoolwork here in her home. We have even installed air conditioning in our home because we have to live with our windows shut. We have asked the renters to please be quiet, and, in response, they have come to my neighbor's door intoxicated and threatened her or laughed at us. As a last resort, I have called the police though I believe our law enforcement officers have much more important calls to take care of than noise complaints. After looking at the VRBO website, I believe they own three beach houses. So, to them, this is a business.
Furthermore, the neighbors must continually pick up the trash that comes out of the overfilled trash cans. Mr. Hoch has also added a fire pit that is very close to the wood gate, and surely a fire hazard. He has also installed a jacuzzi, which I am sure is not permitted, butting up to the neighbor's wall, as well as a sandbox, which is never covered, allowing the neighborhood cats to use it as a litter box.
I am aware there is a house 180 feet from Mr. Hoch's STR that would be grandfathered in for a permit. We hope and pray that this is the case, so a permit is not issued to Mr. Hoch for his STR at 5115 Amalfi.
This is the link to view this property and gives the info on the other two properties,
https://www.vrbo.com/563501?adultsCount=10&noDates=true&unitId=1110818
Thank you and all the staff for your hard work over the last four years, putting the rules in place for the STRs.
Take care and be safe,
Vikki Diaz
Redacted

Ascencion, Michelle <michelle.ascencion@oxnard.org>

LCP-4-OXN-20-0008-1 (Short Term Rental Ordinance)

1 message

David S. Redacted Tue, Oct 13, 2020 at 8:00 AM
To: cityclerk@oxnard.org
Cc: Bert Perello Redacted

Dear City Clerk,

I would like to offer my comments on the proposed new ordinance relating to short term rentals, and request that this message be included in your file, posted to any public access website on the issue, and shared, so that others can read it.

My wife and I own the house at Redacted in Oxnard. It's a residential neighborhood, but I literally live next to a hotel. This is no exaggeration, because the owners of the neighboring property at 1417 Marine Way rent out their house on a short-term basis virtually continuously. The owner told me that she sold an apartment building and purchased the house with the proceeds, so that she could rent it out.

It would not be an issue if she rented it on an annual or semi-annual basis, but instead, it appears to be rented for just several days at a time. The impact on us is that short-term tenants create a completely different dynamic than long term tenants.

Firstly, there are far more tenants using the house than would normally be the case...typically it's multiple groups of people or multiple families. The daily rent is so high, that groups of people are pooling their resources as a way to lower the cost per person.

Secondly, the tenants are paying exorbitant amounts per night, so they feel compelled to make maximum usage of the property during their short stay. They engage in activities right in front of our house from the time the sun rises until it sets...loud baseball games, football games, frisbee games...As my wife said, it feels like there is a summer camp being run.

Since the tenants are there for only a few days, they don't have much of a vested interest in acting respectful and proper. They bring multiple dogs, let them poop on the sand, and don't even have the courtesy to pick up the poop. My wife witnessed this first-hand as it was happening, so we know that the offender was a tenant next door.

Owners like short-term rentals because they can charge wildly disproportionate amounts relative to what they would receive on a long-term basis. A beach-front house that would normally rent for $10,000/month on an annual basis, can fetch $30,000+ per month when aggregating a bunch of short-term rentals. **Yet is it fair to other residents to have to live next to a hotel, and endure the associated lack of quiet enjoyment?**

While the proposed modifications are certainly an improvement over the current situation, I don't think they go nearly far enough. The minimum rental period should be 30 days...period, with ***no*** 100 day exception for short-term rentals. 30 days is already a short period and a highly reasonable compromise, so I don't understand why the City is coddling to a group of opportunisitc homeowners who seek to rent their house for 2-3 days at a time. This sets a very bad precedent.

Thank you,
David Soleymani

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4

DATE: November 17, 2020

TO: City Council

FROM: Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org

SUBJECT: First Amendment to Tyler Technologies Software as a Service "SaaS" Agreement (A-8767) to Remove the Bid Management Module from the Scope of Services; Delegation of Authority for Future Tyler Technologies Deductive Amendments.

RECOMMENDATION

That the City Council:
1. Approve and authorize the City Manager to execute a First Amendment with Tyler Technologies Software as a Service "SaaS" Agreement resulting in a contract savings of $34,280; and
2. Authorize the City Manager to approve and execute all future deductive amendments to this SaaS Agreement.

BACKGROUND

On October 1, 2019, staff brought to Council the Software as a Service "SaaS" Agreement with Tyler Technologies (Tyler). The original agreement was approved by Council in the amount of $14,893,817, which includes the SaaS, maintenance fees, implementation fees, and contingency. The SaaS Agreement was for the purchase of the Enterprise Resource Planning (ERP) system. The ERP system will continue to modernize the City's systems.

DISCUSSION

The SaaS agreement between the City and Tyler is 762 pages and can be read in full at oxnard.org/ERP. Within the SaaS Agreement as currently written there are 39 modules that are to be incorporated over the next several years. Amongst the 39 modules, the Finance Department has determined the bid management module does not elevate or improve the bid management program already being implemented in the City. In fact, Tyler's bid management module would have slowed down and hindered what is currently the City's bidding process. The City currently uses Public Purchase to solicit for bids and to make amendments to bid solicitations as needed. Tyler's bid management module does not allow for amendments to an already active bid solicitation. For these reasons, staff does not recommend moving forward with implementation of this module.

Staff negotiated with Tyler to remove this module from the scope of services, which reduces the contract cost by $34,280. There will likely be other savings related to not implementing the bid management module, including not consuming consulting services ($23,100), yielding an approximate total savings of $57,380. However, only $34,280 is related to the attached contract amendment. Tyler has adjusted the roll out schedule for the rest of the modules in reflection of this removal.

Staff is requesting Council to approve the deductive amendment to the SaaS Agreement, removing the bid management module from the scope of services and returning the total cost to the contingency funds for the SaaS Agreement. Going forward, staff anticipates needing some flexibility to adjust the allocation of funding Council has approved for the ERP

project. As in any large software implementation, as we learn more about the software, we will determine previously attractive modules do not meet our needs. Staff requests that Council authorize the City Manager to approve and execute all future deductive amendments to the SaaS Agreement; in other words, if future modules or portions of modules are not necessary or somehow cost less, we do not want to slow the project down to come to Council for approval.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

Objective 3a. Develop a training program that focuses on strengthening the effectiveness of supervisory/ management staff by establishing a common understanding of basic HR, IT, and fiscal policies and procedures.

FINANCIAL IMPACT

Funding for the agreement was pre-approved on October 1, 2019, when staff received approval for the Enterprise Resource Planning (ERP) System Purchase. There are no financial impacts with this reduction in cost. The deduction may be used in another component of the ERP system.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Shiri Klima, Deputy City Manager

ATTACHMENTS

1. Agreement A-8767 First Amendment - to be posted by 11/12/20

City Council – November 17, 2020

Item K-4: First Amendment to Tyler Technologies Software as a Service "SaaS" Agreement (A-8767) to Remove the Bid Management Module from the Scope of Services; Delegation of Authority for Future Tyler Technologies Deductive Amendments

The final first amendment document will be posted on the city website by November 12, 2020.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.5

DATE: November 17, 2020

TO: City Council

FROM: Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org

SUBJECT: A Resolution of the City Council of the City of Oxnard Amending Resolution No. 15,357, Authorizing Full-Time Equivalent Positions Pursuant to Chapter 4 of the City's Personnel Rules and Regulations for Enterprise Resource Planning (ERP) System Positions Previously Approved and Budgeted in the Fiscal Year 2020/2021 Budget by the City Council.

RECOMMENDATION

That the City Council approve the attached Resolution amending Resolution No. 15,357 of the City of Oxnard (commonly referred to as "The Position Control Resolution," which authorizes all full-time equivalent positions for the 2020/2021 fiscal year), for the Enterprise Resource Planning System (ERP) implementation project.

BACKGROUND

On October 1, 2019, Council approved the ERP project, which included funding for the purchase of the system as well as funding for new positions needed for project implementation. This funding was continued and approved by Council in the FY 20/21 budget.

In the October 1, 2019, report, staff estimated that approximately 14.5 new positions would be required at various stages during the 5-year project, and that 4 of these positions would be needed in the 19/20 fiscal year. In that fiscal year though only two new positions were authorized, which occurred at the time of the October staff report. Though the common practice is to add the positions when requested and when funding is available, staff refrained from doing this so that we could ensure that funding was preserved during the lifespan of the project and also see a detailed project plan from the vendor in order to match more precisely the individual positions with project needs. Moreover, to date, current staff has been able to absorb the extra workload. It is anticipated that as this project progresses Staff will return to Council as needed to add the remaining positions, that were detailed in the October 1, 2019 item, as necessary to complete the project.

The City does have a risk mitigation plan, which was discussed in the October 1, 2019 agenda item. This plan details the potential for shortages in resources including personnel at specific points in the project. Though we currently believe that the staffing as presented is adequate, there always exists the possibility that additional staffing will be needed to complete elements of the project. Should that occur, staff will return with an item that details the request for additional personnel above the current plan with an explanation behind the change in plan.

As the project has progressed, we are now beginning to prepare for some of the workload increases that will stretch our staff beyond their capacity to absorb into their regular work. This added load is expected to begin in January 2021, and as such, we recommend approval of some added positions now so that Human Resources may recruit and hire the new staff right away. In addition to the two positions previously requested, staff now requests an additional six positions listed in the resolution. Four of these positions are permanent positions, and two are limited term positions.

Limited term positions are positions with full City benefits whose funding are set for a limited period, and when that funding is depleted, the incumbent may move into a vacant permanent position, if one exists, or he or she must leave the organization. Generally, the employee does find a vacant position to transfer to, preserving his or her employment with the City, though this is never guaranteed. Candidates who are hired into limited term positions are told this in writing.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public.

FINANCIAL IMPACT

There is no fiscal impact as the funds for these positions already exist within the project budget, which Council approved on October 1, 2019, for FY 2019-20 and on June 30, 2020, for FY 2020-21.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Naveau, Human Resources Director

ATTACHMENTS

1. ERP Allocation Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING RESOLUTION NO. 15,357 AUTHORIZING FULL-TIME EQUIVALENT POSITIONS PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND REGULATIONS

WHEREAS, Chapter 4, Section 4.7 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager from time to time may revise the number of positions in each classification as necessary to perform the work of the classification, provided that the total expense to be incurred for such work shall be limited to the amount appropriated by the City Council for the classification; and

WHEREAS, the City Council has reviewed the revisions and finds that they are desirable and in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to amend Resolution No. 15,357 with the following changes to the adopted FY20/21 position allocations as specified:

Department	Title	Adopted FY 20/21	Proposed Change	New Allocation
Information Technology	Programmer Analyst	4	2	6
	Computer Network Engineer III	6	1	7
Human Resources	Human Resource Analyst II	3	1	4
Finance	Buyer Limited Term (1/15/21 - 2/15/23)	3	.5	3.5
	Management Analyst Limited Term (1/15/21 - 1/15/24)	0	1.5	1.5
GRAND TOTAL		16	6	22

PASSED AND ADOPTED this 17th day of November, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.6

DATE: November 17, 2020

TO: City Council

FROM: Scott Whitney, Police Chief, (805) 385-7624, scott.whitney@oxnardpd.org

SUBJECT: High Tech Task Force Agreement.

RECOMMENDATION

That the City Council approve and authorize the City of Oxnard Purchasing Manager to execute a two-year agreement (Agreement 8992-20-PO) with the Ventura County Sheriff's Office (VCSO) for High Tech Task Force services, in an amount not to exceed $100,000 annually. (Public Safety Committee approved 3-0)

BACKGROUND

The investigation of high technology crimes has been growing at an alarming rate across the country. The City of Oxnard and the County of Ventura have been working together to combat the growing problem for many years. The Ventura County High Tech Task Force (HTTF) is responsible for the forensic examination of all types of digital evidence (i.e. cell phones, computers, and video recorders). The Task Force approach is the most effective manner to respond to computer-based crimes, as well as develop evidence regarding more traditional crimes such as homicides and sex crimes.

All law enforcement agencies in the County of Ventura participate in the funding of the HTTF. The amount of the agreement for the Oxnard Police Department is an allocation for salary/benefits for three (3) Office Systems Coordinator III's based on a percentage of the county population (Oxnard is currently at 24.48% of the county population). These Office Systems Coordinator III's work for the Ventura County Sheriff's Office (VCSO) and address many of the task force responsibilities.

Overall, it is more cost effective for Oxnard to participate in the HTTF than conducting a la carte case analyses. The costs for these analyses would far surpass Oxnard's share of costs. The HTTF has several software and hardware items that are cost prohibitive to the law enforcement agencies within the County. Some of these items include Cellebrite Premium with an annual cost of $150,000. Personnel from the Oxnard Police Department do not have the expertise or training to use the software or hardware needed to conduct computer/forensic criminal investigations.

The HTTF assisted the Oxnard Police Department with 79 investigations in 2019. Year to date, the HTTF has assisted with 31 cases.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression

efforts that address crime and underlying issues.

Goal 2: Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.

FINANCIAL IMPACT

The Oxnard Police Department has partnered with the High Tech Task Force for many years. The HTTF contract is for two (2) years. The funding is paid from the Police Department's operating budget, account number 101-2102-802-8209.

Fiscal impact for the two years:
FY2020-2021:$100,000 (Not to exceed annually)
FY2021-2022:$100,000 (Not to exceed annually)

COMMITTEE OUTCOME

The Public Safety Committee approved 3-0 on October 13, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Sharon Giles, Police Commander

ATTACHMENTS

1. HTTF Review and Signed Agreement 2020

Agreement No. 8992-20-PO

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 1st day of July, 2020, by and between the City of Oxnard, a municipal corporation (**"City"**), and the County of Ventura (**"Consultant"**). City and Consultant are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Investigations Bureau Commander Sharon Giles, subject to the direction of the City Manager or Department Manager.

6. Place of Work

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

7. Time for Performance

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

8. Principal in Charge

Consultant hereby designates Commander Romano Bassi as its principal-in-charge and person responsible for necessary coordination with Commander Sharon Giles.

9. Permits, Licenses, Certificates

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

10. City's Responsibility

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

11. Term of Agreement

This Agreement shall begin on July 1, 2020, and expire on June 30, 2022.

12. Termination

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

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

only if all assignments accepted by Consultant have been completed prior to the date of termination.

13. Compensation

a. City agrees to pay Consultant in an amount not to exceed $200,000 for the Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein.

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

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

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

14. Method of Payment

a. City agrees to pay Consultant quarterly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager. Payment shall be due 30 days after receipt of invoice.

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

15. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement and **Exhibit B**, City shall not be responsible for expenses incurred by Consultant in performing the Services.

16. Non-Appropriation of Funds

Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and

unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

17. Maintenance and Inspection of Records

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

18. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential.

19. Mutual Indemnity

Each party shall hold harmless, and indemnify the other party and its directors, officers, agents and employees against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, including reasonable attorneys' fees, for injury or death to persons, including employees of either party, and damage to property, including property of either party, arising out of or resulting from or in connection with the indemnifying party's performance or failure to perform any of its obligations in this Agreement. However, neither party shall indemnify the other party for any loss, liability, damage, or expense resulting from the other party's sole negligence or willful misconduct.

20. Independent Contractor

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

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

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

21. Consultant Not Agent

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

22. Assignability of Agreement

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

23. Successors and Assigns

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

24. Fair Employment Practices

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

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

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's

employment practices, to the extent such records are not confidential or privileged under State or federal law.

25. Force Majeure

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

26. Time of Essence

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

27. Covenants and Conditions

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

28. Governing Law

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

29. Compliance with Laws

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

30. Severability

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

31. Waiver

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

32. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

33. Arbitration

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

34. Authority to Execute

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

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

35. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Ventura County Sheriff's Office, 5177 Camino Ruiz, Camarillo, CA 93012, Attention: Commander Romano Bassi (Romano.Bassi@ventura.org).

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Oxnard Police Department, 251 South C Street, Oxnard, California 93030, Attention: Commander Sharon Giles (Sharon.Giles@Oxnardpd.org).

36. Amendment

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

37. Entire Agreement

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

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

CITY OF OXNARD

9/25/2020

Scott Whitney, Chief — Date

9/25/20

Daniel Willhite — Date
Purchasing Manager

APPROVED AS TO FORM:

9/28/2020

Stephen M. Fischer, — Date
City Attorney
(required for any agreement amount)

CONSULTANT

William Ayub, Sheriff — Date

Agreement No. 8992-20-PO

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

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

CITY OF OXNARD

Scott Whitney, Chief — Date

Daniel Willhite
Purchasing Manager — Date

APPROVED AS TO FORM:

Stephen M. Fischer,
City Attorney
(required for any agreement amount) — Date

CONSULTANT

W.J.A. — 09/25/2020

William Ayub, Sheriff — Date

Agreement No. 8992-20-PO

EXHIBIT B

SCHEDULE OF SERVICES

METHOD OF PAYMENT

A. METHOD OF PAYMENT. The term of this Agreement is from July 1, 2020 to June 30, 2022. Payments for all work performed by Consultant pursuant to the terms of this Agreement shall be made on the basis of the salary and benefits set forth below:

Fiscal year 2020-2022 cost components

Fiscal year 2020-2021 cost components Percentage of salary and benefits	cost $100,000
Fiscal year 2021-2022 cost components Percentage of salary and benefits	cost $100,000

B. BILLING. Within thirty (30) business days after the end of each calendar quarter in which the Services are performed or expenses are incurred under this Agreement, Consultant shall submit an invoice to the City at the following address:

Oxnard Police Department
Attention: Assistant Chief Jason Benites
251 S. "C" Street
Oxnard, California 93030

The invoice submitted pursuant to this paragraph shall show the City Purchase Order number and Agreement number, the date on which the Services were performed, other authorized expenses incurred in the performance of the Services, and such other information as City may responsibly require.

C. TIME OF PAYMENT. Payment to Consultant shall be made only after receipt and approval of an invoice from the Consultant.

D. MAXIMUM COMPENSATION. Notwithstanding the foregoing, Consultant shall complete all work and tasks described in **Exhibit A** for a total amount of compensation that does not exceed $100,000 for Fiscal Year 2020-2021, and an amount not to exceed $100,000 for Fiscal Year 2021-2022.

ALLOWABLE COSTS. City shall pay Consultant's actual costs to perform the Services or work within the limits of the individual project cost. It is understood and agreed that these totals are maximum estimates only and that City will only pay for the Services actually rendered or expenditures made as authorized by the City.

Agreement No. 8992-20-PO

EXHIBIT A

SCOPE OF SERVICES

The City of Oxnard and the County of Ventura through the Southern California High Tech Task Force -Ventura County intend to work together towards investigating high technology crimes in the City of Oxnard. This encompasses crimes where high technology is used as an instrument in committing a crime, assisting in the commission of a crime, or constitutes evidence of a criminal act. The Task Force is responsible for the forensic examination of all types of digital evidence, including not only computers, but also such technology as cell phones, digital video recorders, and other existing and developing computer based equipment. The Task Force approach is the most effective manner to respond to computer-based crimes, as well as to develop evidence regarding more traditional crimes such as homicides.

The Southern California High Tech Task Force -Ventura County will support this effort through the following actions:

- Coordinate law enforcement high tech investigative activities by utilizing task force members to effectively deal with the growing number of high technology crimes.
- Pool resources and share high technology investigative expertise and provide cost effective law enforcement.
- Decrease high technology investigation response time in order to comply with identified county law enforcement needs.
- Provide a service network to all law enforcement agencies within Ventura County, including the City of Oxnard.
- Assess and facilitate high technology training needs in Ventura County.
- Decrease the potential for economic loss and danger to public safety by increasing the probability of apprehension and prosecution of high technology crimes.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.7

DATE: November 17, 2020

TO: City Council

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

SUBJECT: Purchase Orders to McLaughlin Waste Equipment, Inc. and Confab Manufacturing Company, LLC. for Purchase of Metal Refuse Containers.

RECOMMENDATION

That the City Council authorize the Mayor to execute:
1. Purchase Order 7878 with McLaughlin Waste Equipment, Inc. for an amount not to exceed $1,095,000 for a three (3) year term for purchase of metal refuse containers; and
2. Purchase Order 7879 with Confab Manufacturing Company, LLC. for an amount not to exceed $105,000 for a three (3) year term for purchase of metal refuse containers.
(Public Works and Transportation Committee approved 3-0)

BACKGROUND

The Environmental Resources (ER) Division provides commercial refuse and recycling services to businesses and multi-family units of five (5) or more throughout the City of Oxnard. The State of California Assembly Bill 341 (AB 341) now mandates that businesses and multi-family units of five (5) or more that generate more than four (4) cubic yards of refuse per week must participate in recycling services.

In order to provide weekly uninterrupted refuse and recycling collection to approximately 15,000 commercial and multi-family dwelling units serviced with approximately 10,000 metal containers, a sufficient inventory of containers must be maintained for container exchanges requested by the customer due to repair or replacement. Additionally, metal containers are needed to complete residential customer orders for special collections of bulky items, construction and demolition projects, and commercial and multi-family developments.

Each year the ER Division provides an annual operating budget for container repair parts and replacement. Containers that cannot be repaired are replaced. Planned replacement varies from year-to-year depending on the inventory of container types and sizes, customer usage and demand, commercial development and economic growth.

On June 11, 2020, the City conducted a formal solicitation for metal refuse containers (Bid Number ER20-68). The bid document was posted on the City's website and www.publicpurchase.com. A total of 53 vendors received the bid notification via the www.publicpurchase.com website. The City received two (2) qualified bid responses prior to the deadline of July 9, 2020. The table below itemizes the responses received by the two (2) qualified bidders: McLaughlin Waste Equipment, Inc. (McLaughlin) and Confab Manufacturing Company, LLC. (Confab):

		McLaughlin	Confab	McLaughlin	Confab	McLaughlin	Confab
Item	*Description*	**Cost Each 1st Tier 1-499 Units**	**Cost Each 1st Tier 1-499 Units**	**Cost Each 2nd Tier 500-999 Units**	**Cost Each 2nd Tier 500-999 Units**	**Cost Each 3rd Tier 1000-1,500 Units**	**Cost Each 3rd Tier 1,000-1,500 Units**
1	2 Cubic Yard Front Loader Container	$ 525.00	$ 519.00	$ 515.00	$ 519.00	$ 505.00	$ 519.00
2	4 Cubic Yard Front Loader Container	$ 687.00	$ 698.00	$ 673.00	$ 698.00	$ 660.00	$ 698.00
		1-14 Units	**1-14 Units**	**15-29 Units**	**15-29 Units**	**30-50 Units**	**30-50 Units**
3	10 Cubic Yard Roll-Off Container	$ 3,379.00	$ 3,103.00	$ 3,311.00	$ 3,103.00	$ 3,244.00	$ 3,103.00
4	10 Cubic Yard Round Bottom Roll-Off Container	$ 3,195.00	$ 3,875.00	$ 3,131.00	$ 3,875.00	$ 3,067.00	$ 3,875.00
		1-19 Units	**1-19 Units**	**20-39 Units**	**20-39 Units**	**40-60 Units**	**40-60 Units**
5	13.4 Cubic Yard Roll-Off Container	$ 3,674.00	$ 3,199.00	$ 3,600.00	$ 3,199.00	$ 3,527.00	$ 3,199.00
		1-9 Units	**1-9 Units**	**10-19 Units**	**10-19 Units**	**20-30 Units**	**20-30 Units**
6	20 Cubic Yard Sealed Roll-Off Container	$ 5,387.00	$ 7,285.00	$ 5,279.00	$ 7,285.00	$ 5,172.00	$ 7,285.00
		1-24 Units	**1-24 Units**	**25-49 Units**	**25-49 Units**	**50-75 Units**	**50-75 Units**
7	30 Cubic Yard Roll-Off Container	$ 4,231.00	$ 4,520.00	$ 4,146.00	$ 4,520.00	$ 4,062.00	$ 4,520.00
		1-9 Units	**1-9 Units**	**10-19 Units**	**10-19 Units**	**20-30 Units**	**20-30 Units**
8	40 Cubic Yard Roll-Off Container	$ 4,886.00	$ 5,358.00	$ 4,788.00	$ 5,358.00	$ 4,691.00	$ 5,358.00
9	40 Cubic Yard Sealed Roll-Off Container	$ 6,452.00	$ 7,358.00	$ 6,323.00	$ 7,358.00	$ 6,194.00	$ 7,358.00

The pricing structure for the containers is based on three (3) tier levels that allow the City to receive a volume discount when ordering container in larger quantities from the vendor. Based upon the responses received, McLaughlin was the lowest responsible bidder for 1st Tier Items #2, 4, 6, 7, 8, and 9 and Confab was the lowest responsible bidder for 1st Tier Items #1, 3, and 5. Confab did not offer volume discounts in the 2nd and 3rd tier levels but for Items #3 and 5 their unit price remains lower than McLaughlin's pricing. ER is not expected to order Item #1 "2 Cubic Yard Containers" in the quantities specified in the 2nd and 3rd tier levels; thus, Confab is the preferred vendor to order "2 Cubic Yard Containers".

DISCUSSION

The purchase of new metal refuse containers will allow for the replacement of aged refuse containers no longer in repairable condition, enabling the City to meet the AB 341 mandate requirements and avoiding costly penalties for non-compliance (maximum daily penalty fines of up to $10,000), and maintaining efficient customer service. In Fiscal Year 2020-21 the ER Division plans to purchase fifty (50) 2-cubic yard containers, three hundred (300) 4-cubic yard containers, two (2) 13.4-cubic yard containers, sixteen (16) 30-cubic yard containers, eight (8) 40-cubic yard containers, and three (3) 40-cubic yard sealed containers. Approximately 64% of the planned purchase of containers is for new commercial establishments for refuse and recycling collection, increase in customer demand for the collection of bulky waste and from construction and demolition projects. The remaining 36% of the planned purchase is for the replacement of containers which have exhausted their useful life and are no longer in repairable condition.

McLaughlin and Confab will supply containers within two to four weeks after receipt of order. The pricing offered by both vendors includes the cost of shipping. Staff recommends that purchase orders be awarded to both McLaughlin and Confab. Both vendors meet all required City contractual provisions including possession of a corporate filing with the California Secretary of State.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost of the combined purchase orders with McLaughlin and Confab will not exceed $1,200,000 for a term of three (3) years. The spending plan for FY 2020-21 is $400,000. The funds have been included in the Environmental Resources Fund (631) Budget for FY 2020-21. The remaining purchase order balance will be requested in subsequent fiscal years.

Program – Fund	Account Number	FY 2020-21 Spending Plan
Environmental Resources Operating Fund – Commercial Collection	631-6308-843.81-34	$ 250,000
Environmental Resources Operating Fund – Industrial Collection	631-6309-843.81-34	$ 150,000
TOTAL		**$ 400,000**

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 13, 2020 to approve the staff recommendation and to forward the item for Council approval. The staff report has been updated to include the estimated percentage amount of new versus replacement containers and potential daily penalty fines of up to $10,000 per day for not meeting the AB 341 mandate recycling requirements.

Prepared by: Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. PO 7878 MCLAUGHLIN
2. PO 7879 CON FAB
3. McLaughlin Bid Response
4. Confab Bid Response
5. Bid Tabulation

CITY OF OXNARD CALIFORNIA

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 007878

DATE: 10/21/2020

VENDOR PHONE: (661)388-9019
VENDOR FAX: ( ) -
VENDOR #: 23300
VENDOR ADDRESS: MCLAUGHLIN WASTE EQUIPMENT INC
11900 E. LOCKE ROAD.
LOCKEFORD, CA 95237

SHIP TO: ENVIRONMENTAL RESOURCES
DEL NORTE RECYCLING CTR.
111 DEL NORTE BLVD.
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
11/30/2023	0000005163	10/15/2020	TOM BULLARD
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	Multiple Accounts		DANIEL WILLHITE

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
1	223,299.50 / DL	METAL REFUSE CONTAINERS FOR RECYCLING AND RUBISH	1.0000	223,299.50
2	141,700.50 / DL	METAL REFUSE CONTAINERS FOR RECYCLING AND RUBISH	1.0000	141,700.50

TOTAL PURCHASE AMOUNT **$365,000.00**

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase Order number above.

AUTHORIZED SIGNATURE. _____

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 007878

DATE: 10/21/2020

VENDOR PHONE: (661)388-9019
VENDOR FAX: ( ) -
VENDOR #: 23300
VENDOR ADDRESS: MCLAUGHLIN WASTE EQUIPMENT INC
11900 E. LOCKE ROAD.
LOCKEFORD, CA 95237

SHIP TO: ENVIRONMENTAL RESOURCES
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DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
11/30/2023	0000005163	10/15/2020	TOM BULLARD
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	Multiple Accounts		DANIEL WILLHITE

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

Account	Project	Amount
63163088438134		223,299.50
63163098438134		141,700.50

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage 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 coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
      ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
      iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
   a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
   b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
    a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
    b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
    c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
    d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

CITY OF OXNARD CALIFORNIA

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 007879

DATE: 10/21/2020

VENDOR PHONE: (800)339-8335
VENDOR FAX: (323)586-4516
VENDOR #: 1234
VENDOR ADDRESS: CONSOLIDATED FABRICATORS CORP.
14620 ARMINTA ST.
VAN NUYS, CA 91402

SHIP TO: ENVIRONMENTAL RESOURCES
DEL NORTE RECYCLING CTR.
111 DEL NORTE BLVD.
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
11/30/2020	0000005164	10/15/2020	

FOB	ACCOUNT NUMBER	AUTHORIZED BY
	Multiple Accounts	DANIEL WILLHITE

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
1	28,033.50 / DL	METAL REFUSE BINS FOR RECYCLING AND RUBBISH	1.0000	28,033.50
2	6,966.50 / DL	METAL REFUSE BINS FOR RECYCLING AND RUBBISH	1.0000	6,966.50

Year one of three year agreement*EXP 10/2023
RFB ER20-68
FY NTE $35,000
Agreement NTE $105,000
DELIVERY VIA COMMON CARRIER PER BURRIS DEBENNING
NO BTC RQD*PW

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 007879

DATE: 10/21/2020

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FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	Multiple Accounts		DANIEL WILLHITE

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

TOTAL PURCHASE AMOUNT **$35,000.00**

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase Order number above.

AUTHORIZED SIGNATURE. _____

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
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DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
11/30/2020	0000005164	10/15/2020	

FOB	ACCOUNT NUMBER	AUTHORIZED BY
	Multiple Accounts	DANIEL WILLHITE

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

Account	Project	Amount
63163088438134		28,033.50
63163098438134		6,966.50

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage 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 coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
      ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
      iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
   a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
   b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
    a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
    b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
    c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
    d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

ATTACHMENT A
COMPENSATION SCHEDULE

The above-named bidder having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

Metal Refuse 2-yard and 4-yard containers

Item No. 1

2 Cubic Yard Front Loader Pitch Top w/12 Gauge Bottom Single Wall with Dura Flex Plastic Lid. Refuse Gloss Tan Color or Recycle White Color as Requested by the City.			
Quantity	**1 – 499 (1st Tier)**	**500 – 999 (2nd Tier)**	**1,000 – 1,500 (3rd Tier)**
Unit Cost	$ 525.00	$ 515.00	$ 505.00
Other Costs such as Delivery and Handling Fee (List): included in price above			
	included	included	included in price

Item No. 2

4 Cubic Yard Front Loader Pitch Top w/12 Gauge Bottom Single Wall with Dura Flex Plastic Lid. Refuse Gloss Tan Color or Recycle White Color as Requested by the City.			
Quantity	**1 – 499 (1st Tier)**	**500 – 999 (2nd Tier)**	**1,000 – 1,500 (3rd Tier)**
Unit Cost	$ 687.00	$ 673.00	$ 660.00
Other Costs such as Delivery and Handling Fee (List): included in price above			
	incl.	incl.	incl.

Unit cost for 2nd Tier shall apply when the City has completed its purchase of the quantity in the 1st Tier. Unit cost for the 3rd Tier shall apply when the City has completed its purchase of the quantity in the 2nd Tier.

Estimated Delivery Date ARO (F.O.B. Destination): 30 DAYS OR SOONER

It is the City's preference that containers are delivered within two to four weeks from date of order.

Note exceptions to above specifications: NONE

The following information shall be stenciled on the containers' fork pocket in black paint:

CITY OF OXNARD (In 3 ½" Letters)
ENVIRONMENTAL RESOURCES DIVISION (In 3 ½" Letters)
Ph. 385-8060 (In 1" Numerals)

- For White Color Recycle Containers the word "RECYCLE" shall be stenciled on the front side of the container above the pockets. Use minimum 3 ½" letters, with the preferred colors of green or orange.
- ID Weld – Container sequence numbers will be issued within ten days from the date of order. The numbers are to be three inches high, raised weld bead on the right hand pocket facing the container.
- 16" inseam weld. ID weld should include a dash mark after the container ID number that designates the container size of 2.

Container sequence numbers will be issued within ten days from date of order. The numbers are to be three inches high, raised weld bead on the right hand pocket facing the container.

Metal Refuse 10-Yard, 10-Yard Bottom Radius, 13.4-Yard, 20-Yard Sealed/Enclosed, 30-Yard, 40-Yard, and 40-Yard Sealed/Enclosed Containers

Item No. 3

10 Cubic Yard Rolloff Container. Refuse Gloss Tan Color or Recycle White Color as Requested by the City.			
Quantity	**1 – 14** (1st Tier)	**15 – 29** (2nd Tier)	**30 – 50** (3rd Tier)
Unit Cost	$ 3,379.00	$ 3,311.00	$ 3,244.00
Other Costs such as Delivery and Handling Fee (List): included in price.			
	incl.	incl.	incl.

Item No. 4

10 Cubic Yard "Radius Bottom" Rolloff Container. Refuse Gloss Tan Color or Recycle White Color as Requested by the City.			
Quantity	**1 – 14** (1st Tier)	**15 – 29** (2nd Tier)	**30 – 50** (3rd Tier)
Unit Cost	$ 3,195.00	$ 3,131.00	$ 3,067.00
Other Costs such as Delivery and Handling Fee (List): included in price.			
	incl.	incl.	incl.

Item No. 5

13.4 Cubic Yard Rolloff Container. Refuse Gloss Tan Color or Recycle White Color as Requested by the City.			
Quantity	**1 – 19** (1st Tier)	**20 – 39** (2nd Tier)	**40 – 60** (3rd Tier)
Unit Cost	$ 3,674.00	$ 3,600.00	$ 3,527.00
Other Costs such as Delivery and Handling Fee (List): included in price above			
	incl.	incl.	incl.

Item No. 6

20 Cubic Yard Sealed/Enclosed Rolloff Container. Gloss Tan Color.			
Quantity	**1 – 9** (1st Tier)	**10 – 19** (2nd Tier)	**20 – 30** (3rd Tier)
Unit Cost	$ 5,387.00	$ 5,279.00	$ 5,172.00
Other Costs such as Delivery and Handling Fee (List): included in price Above			
	incl.	incl.	incl.

Item No. 7

30 Cubic Yard Rolloff Container. Refuse Gloss Tan Color or Recycle White Color as Requested by the City.			
Quantity	**1 – 24** (1st Tier)	**25 – 49** (2nd Tier)	**50 – 75** (3rd Tier)
Unit Cost	$ 4,231.00	$ 4,146.00	$ 4,062.00
Other Costs such as Delivery and Handling Fee (List): included in price Above			
	incl.	incl.	incl.

Item No. 8

40 Cubic Yard Rolloff Container. Refuse Gloss Tan Color or Recycle White Color as Requested by the City.			
Quantity	**1 – 9 (1st Tier)**	**10 – 19 (2nd Tier)**	**20 – 30 (3rd Tier)**
Unit Cost	$ 4,886.00	$ 4,788.00	$ 4,691.00
Other Costs such as Delivery and Handling Fee (List): included in price above.			
	incl.	incl.	incl.

Item No. 9

40 Cubic Yard Sealed/Enclosed Rolloff Container. Gloss Tan Color.			
Quantity	**1 – 9 (1st Tier)**	**10 – 19 (2nd Tier)**	**20 – 30 (3rd Tier)**
Unit Cost	$ 6,452.00	$ 6,323.00	$ 6,194.00
Other Costs such as Delivery and Handling Fee (List): included in price above			
	incl.	incl.	incl.

Unit cost for 2nd Tier shall apply when the City has completed its purchase of the quantity in the 1st Tier. Unit cost for the 3rd Tier shall apply when the City has completed its purchase of the quantity in the 2nd Tier. * 2% Discount Net 10 terms.

Award will be based upon the best overall value to the City. Only one contract shall be awarded.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	6/11/20	#03	6/11/20
#02	6/11/20	#04	6/11/20

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.

ATTACHMENT B
COMPANY INFORMATION

Name of Company: McLaughlin Waste Equipment, Inc.

Address: P.O. Box 637, 11900 E. Locke Rd. Lockeford, Ca. 95237.

Service to provide: Manufacture of metal Waste Containers

Main Point of Contact: Tom Bullard

Fed Tax ID: 46-1775959 City Tax ID:

E-mail: tbullard@mwecans.com Phone: 661-388-9019

9.0 Credentials/Resumes/Certifications/Licenses:
This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

10.0 Bidder shall specifically provide the following information on all employees to be providing services related to this RFB:

a. Position Title
b. Current Responsibilities
c. Qualifications/Experiences
d. Education
e. Certifications/licenses, if applicable
f. List other pertinent information that will assist in evaluating Bidder's qualifications.

BIDDER'S RESPONSE: V.P. of Sales and Marketing
BIDDER'S RESPONSE: Oversee 10+ million in Customer Accts
BIDDER'S RESPONSE: 35 years in the Waste Business

BIDDER'S RESPONSE:	BS Degree From CSUSD. Business

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

CERTIFICATIONS

I, Tom Bullard, a duly authorized agent of McLaughlin Waste Equip.
Printed Name of Agent/Officer **Name of Organization**

hereby certify that MWE, Inc. by submission of this proposal in response to the
Name of Organization
solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: _____ Date: 7/9/2020

Title of Agent/Officer: V.P. Sales / Marketing

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

History of McLaughlin Waste Equipment, Inc.

In 1987 Danny McLaughlin went to work for Consolidated Fabricators Corporation (CFC) at their Northern California Plant in Galt California as the Plant Manager for all operations. His background at the time was as a Controller for a steel fabricator in Seattle Washington. As plant manager he became very knowable about product, quality and methods of manufacturing. He also met and managed lead welder and body shop manager, Eliseo Alatorre, who at the time had been working for CFC since 1984. Because the northern California container market was very diverse in its style of products Eliseo was one of the most knowledgeable container welders in the industry. Danny had a partnership style of managing the plant, so he and Eliseo became very close as a team. They worked together to manage the 78,000 square foot plant with over 50 employees making it the safest, cleanest and quality producing location in the CFC network.

In 1990 Danny became the 1st outside salesman for CFC in the northern California market allowing him to meet and understand the needs of their customer base. He covered from Bakersfield California to Seattle Washington, because of his knowledge on the production side he was able to help the customer with various designs created by CFC and its competition. He learned why various manufacturers and customers preferred different designs and features. If Danny did not know the answer to a problem, he knew where to find it. Meanwhile Eliseo had become the operation manager for CFC Galt which provided him the knowledge to run the complete operation of steel processing, welding, cleaning, painting and shipping.

In 1993 Danny left CFC to become the Western Regional Sales Manager for Bayne Lift Systems where he learned about hydraulics, cart lifters and truck bodies. Eliseo helped Danny on the side when he needed to install the lifters on customers equipment. In 1995 both Eliseo and Danny saw a potential opportunity in offering repair services on containers and leased a shop in Lodi California. They become partners and started McLaughlin Refuse Equipment, Inc. (MRE). The business grew from repair to building new containers rapidly. In 1999 Danny and Eliseo purchased a property in Lockeford California with 15,000 square feet on 6 acres of land. From 1999 to 2004 Danny and Eliseo grew the business yearly making their company the 2nd largest manufacturer of refuse containers in California. With close to 50 employees, and with a reputation of being the most competitive quality based can manufacture, they were pursued by the nation's largest container company in the USA called Wastequip.

In 2004 they sold the company to Wastequip where Eliseo became operations manager and Danny became President of Wastequip McLaughlin. Although a lot was promised at the time of the sale it became evident after a few years that the Wastequip way and Danny's way were not compatible so in 2008-2009 Danny left the Wastequip company. Because of a non-compete and other legal agreements Danny was not able to pursue his passion of manufacturing containers and had to sit out for a few years.

In 2013 Eliseo and Danny were once again able to pursue their passion and started McLaughlin Waste Equipment, Inc. (MWE) in Galt California. They started slow building the company back up from 4 employees to 25 or so. In 2017, the lease that Wastequip had on the Lockeford facility expired, and MWE returned to its old MRE home in Lockeford.

Our knowledgeable sales team consists of Hana Carrasco in Northern California and Tom Bullard in Southern California. Hana has been working in the industry for over 22 years. She started as a receptionist for McLaughlin Refuse Equipment in 1998. She quickly became an irreplaceable employee/partner working in all areas of the company. Hana is extremely knowledgeable in all the products that we manufacture. She is now our head of Northern California sales. Tom has spent almost 35 years in the industry. He spent 10 years in sales management. Tom has spent almost 25 years on the equipment side of sales. Tom brings great customer service and product knowledge of containers and compactors to the team. Tom is now our head of Southern California sales.

Today 2020 MWE has 50 plus employees of which 70% were previously employed by us. We are a family owned business. We strive to provide a quality product and meet our customer's needs. Over the years, we have continued to add to our available products and services. We not only provide containers, roll offs, scrap bins but have added a complete line of parts, compactors, polyurea coatings for organics, used equipment and expanded repair service to include other refuse products.

Our facility in Lockeford is now on 26 acres and our most recent growth plan in progress is a 25,000 square foot processing building.

ITEM #K-7

ATTACHMENT C
REFERENCES

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	City of Ontario
Address:	1425 S. Bon View Ave Ontario CA 91761
Contact person:	Ben Mayorga
Email address:	BMayorga@ontarioca.gov
Telephone address:	(909) 229-2166
Project name:	Solid Waste Contract
Dates worked performed:	3-1-19 to present
Summary of scope of services:	Build and Deliver Containers
Project cost:	$300,000 – $600,000.00

Reference 2	
Company name:	City of Redlands
Address:	35 Cajon St. Suite 15A, Redlands, CA 92373
Contact person:	Jason Simmons
Email address:	jsimmons@cityofredlands.org
Telephone address:	(909) 283-8590
Project name:	Solid Waste Contract
Dates worked performed:	2015 to present
Summary of scope of services:	Build and Deliver Containers
Project cost:	$100,000 – $200,000

Reference 3	
Company name:	City of Merced
Address:	678 W. 18th St. Merced, CA 95340
Contact person:	John Velasquez

City of Oxnard
Purchasing Department

Solicitation # ER-20-68
Bid Close Date: 07/09/2020 by 2:00 pm PT

Email address:	cortrightj@cityofmerced.org
Telephone address:	(209) 385-6800
Project name:	Solid Waste Contract
Dates worked performed:	2016 – Present
Summary of scope of services:	Build and deliver containers
Project cost:	$150,000 – $200,000.-

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE:	See Attached Sheet

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE:	None

Email Address	Roselena.Starns@Americanpavementsystems.com	
Telephone Number	(209)522-2277	
Project Name	American Tire Recycling - Modesto	
Dates Work Performed	03/8/19-10/16/19	
Summary of Scope of Services	Roll Offs	
Project Cost	$	127,936.00
Contact	Rosa Starns	
Email Address	Draygoza@Ontarioca.gov	
Telephone Number	(909)395-2616	
Project Name	City of Ontario - Ontario	
Dates Work Performed	08/29/19-04/06/20	
Summary of Scope of Services	Containers	
Project Cost	$	300,000.00
Contact	Dennice Raygoza	
Email Address	Lilian.Choy@HACL.org	
Telephone Number	(213)252-1851	
Project Name	HACLA - Los Angeles	
Dates Work Performed	05/14/19-09/25/19	
Summary of Scope of Services	Containers	
Project Cost	$	78,574.00
Contact	Lilian Choy	
Email Address	Kathleen.Captain@HydrochemPSC.com	
Telephone Number	(713) 393-5734	
Project Name	PSC - Riverside/Ventura	
Dates Work Performed	01/15/18-09/18/18	
Summary of Scope of Services	Roll Offs	
Project Cost	$	1,321,455.00
Contact	Kathleen Captain	
Email Address	Kathleen.Captain@HydrochemPSC.com	
Telephone Number	(713) 393-5734	
Project Name	PSC - Stockton	
Dates Work Performed	12/4/19-1/31/20	
Summary of Scope of Services	Roll Offs	
Project Cost	$	439,490.00
Contact	Kathleen Captain	
Email Address	mabonilla@usrscrap.com	
Telephone Number	(209) 944-9555	
Project Name	Universal Services - Stkn	
Dates Work Performed	06/02/20-06/30/20	
Summary of Scope of Services	Roll Offs	
Project Cost	$	106,598.00
Contact	Anthony Bonilla	

City of Oxnard
Purchasing Department

Solicitation # ER-20-68
Bid Close Date: 07/09/2020 by 2:00 pm PT

ATTACHMENT D
STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

1. If so, explain the circumstances:

N/A.

City of Oxnard
Purchasing Department

Solicitation # ER-20-68
Bid Close Date: 07/09/2020 by 2:00 pm PT

ATTACHMENT E

CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Tom Bullard

depose and say that I am V. P. Sales and Marketing
("Sole Owner", "A Partner", "President", or other proper title)

of McLaughlin Waste Equipment, Inc.
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

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 indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Signature

MWE - VP Sales/Marketing
7/9/2020

City of Oxnard
Purchasing Department

Solicitation # ER-20-68
Bid Close Date: 07/09/2020 by 2:00 pm PT

ATTACHMENT F

LOCAL BUSINESS QUALIFICATION AFFIDAVIT

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars ($20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business.

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: N/A

Physical Address:

Phone: E-Mail:

Date Principal Business Address Established: No. of Company Employees at this address:

If less than 36 months, list previous City of Oxnard location:

City Business License No.: Taxpayer Identification No. (TIN):

Primary function of this location (i.e., sales, distribution, production, corporate, etc.):

Signature of Company Official Date

Print Name, Title

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

McLaughlin Waste Equipment, Inc.
11900 E. Locke Road
Lockeford, Calif. 95237
Phone: (209) 367-8810
Fax: (209) 367-8629
www.mwecans.com

TWO YEAR LIMITED WARRANTY

McLaughlin Waste Equipment, Inc. warrants its equipment to be free from defects in material and workmanship under normal use for a period of two (2) years from date of delivery to the first purchaser.

This warranty is expressly limited to the repair or replacement of any component or part thereof of any such unit manufactured by **McLaughlin Waste Equipment, Inc.** that is proven to McLaughlin Waste Equipment, Inc. satisfaction to have been defective in material or workmanship. This warranty does not obligate **McLaughlin Waste Equipment, Inc.**, to be responsible for any equipment or product that has been altered or repaired without written authorization by **McLaughlin Waste Equipment, Inc.**. No employee or any other representative of **McLaughlin Waste Equipment, Inc.** is authorized to change this warranty in any way or to grant any other warranty.

McLaughlin Waste Equipment, Inc. makes no warranty of products manufactured by others and supplied by McLaughlin Waste Equipment, Inc., the same being subject to warranties, if any, of their respective manufacturers.

McLaughlin Waste Equipment, Inc. assumes no liability for loss of profits, product, time or any other direct, indirect or consequential losses, damages or delays.

McLaughlin Waste Equipment, Inc., whose policy is one of continuous improvement, reserves the right to improve its products through changes in design or materials as it may deem desirable without obligation to incorporate such changes in products of prior manufacture.

CITY OF OXNARD CALIFORNIA

City of Oxnard
Purchasing Department

Solicitation # ER-20-68
Bid Close Date: 07/09/2020 by 2:00 pm PT

ATTACHMENT A
COMPENSATION SCHEDULE

The above-named bidder having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

Metal Refuse 2-yard and 4-yard containers

Item No. 1

2 Cubic Yard Front Loader Pitch Top w/12 Gauge Bottom Single Wall with Dura Flex Plastic Lid. Refuse Gloss Tan Color or Recycle White Color as Requested by the City.			
Quantity	**1 – 499** (1st Tier)	**500 – 999** (2nd Tier)	**1,000 – 1,500** (3rd Tier)
Unit Cost	$519	$519	$519
Other Costs such as Delivery and Handling Fee (List):			
	IN PRICE	IN PRICE	IN PRICE

Item No. 2

4 Cubic Yard Front Loader Pitch Top w/12 Gauge Bottom Single Wall with Dura Flex Plastic Lid. Refuse Gloss Tan Color or Recycle White Color as Requested by the City.			
Quantity	**1 – 499** (1st Tier)	**500 – 999** (2nd Tier)	**1,000 – 1,500** (3rd Tier)
Unit Cost	$698	$698	$698
Other Costs such as Delivery and Handling Fee (List):			
	IN PRICE	IN PRICE	IN PRICE

Unit cost for 2nd Tier shall apply when the City has completed its purchase of the quantity in the 1st Tier. Unit cost for the 3rd Tier shall apply when the City has completed its purchase of the quantity in the 2nd Tier.

Estimated Delivery Date ARO (F.O.B. Destination): 2 - 4 WEEKS ARO

It is the City's preference that containers are delivered within two to four weeks from date of order.

Note exceptions to above specifications: NONE

The following information shall be stenciled on the containers' fork pocket in black paint:

CITY OF OXNARD (In 3 ½" Letters)
ENVIRONMENTAL RESOURCES DIVISION (In 3 ½" Letters)
Ph. 385-8060 (In 1" Numerals)

- For White Color Recycle Containers the word "RECYCLE" shall be stenciled on the front side of the container above the pockets. Use minimum 3 ½" letters, with the preferred colors of green or orange.
- ID Weld – Container sequence numbers will be issued within ten days from the date of order. The numbers are to be three inches high, raised weld bead on the right hand pocket facing the container.
- 16" inseam weld. ID weld should include a dash mark after the container ID number that designates the container size of 2.

Container sequence numbers will be issued within ten days from date of order. The numbers are to be three inches high, raised weld bead on the right hand pocket facing the container.

Metal Refuse 10-Yard, 10-Yard Bottom Radius, 13.4-Yard, 20-Yard Sealed/Enclosed, 30-Yard, 40-Yard, and 40-Yard Sealed/Enclosed Containers

Item No. 3

10 Cubic Yard Rolloff Container. Refuse Gloss Tan Color or Recycle White Color as Requested by the City.			
Quantity	**1 – 14** (1st Tier)	**15 – 29** (2nd Tier)	**30 – 50** (3rd Tier)
Unit Cost	$3103	$3103	$3103
Other Costs such as Delivery and Handling Fee (List):			
	IN PRICE	IN PRICE	IN PRICE

Item No. 4

10 Cubic Yard "Radius Bottom" Rolloff Container. Refuse Gloss Tan Color or Recycle White Color as Requested by the City.			
Quantity	**1 – 14** (1st Tier)	**15 – 29** (2nd Tier)	**30 – 50** (3rd Tier)
Unit Cost	$3875	$3875	$3875
Other Costs such as Delivery and Handling Fee (List):			
	IN PRICE	IN PRICE	IN PRICE

CITY OF OXNARD CALIFORNIA

City of Oxnard
Purchasing Department

Solicitation # ER-20-68
Bid Close Date: 07/09/2020 by 2:00 pm PT

Item No. 5

13.4 Cubic Yard Rolloff Container. Refuse Gloss Tan Color or Recycle White Color as Requested by the City.			
Quantity	**1 – 19** (1st Tier)	**20 – 39** (2nd Tier)	**40 – 60** (3rd Tier)
Unit Cost	$3199	$3199	$3199
Other Costs such as Delivery and Handling Fee (List):			
	IN PRICE	IN PRICE	IN PRICE

Item No. 6

20 Cubic Yard Sealed/Enclosed Rolloff Container. Gloss Tan Color.			
Quantity	**1 – 9** (1st Tier)	**10 – 19** (2nd Tier)	**20 – 30** (3rd Tier)
Unit Cost	$7285	$7285	$7285
Other Costs such as Delivery and Handling Fee (List):			
	IN PRICE	IN PRICE	IN PRICE

Item No. 7

30 Cubic Yard Rolloff Container. Refuse Gloss Tan Color or Recycle White Color as Requested by the City.			
Quantity	**1 – 24** (1st Tier)	**25 – 49** (2nd Tier)	**50 – 75** (3rd Tier)
Unit Cost	$4520	$4520	$4520
Other Costs such as Delivery and Handling Fee (List):			
	IN PRICE	IN PRICE	IN PRICE

Item No. 8

40 Cubic Yard Rolloff Container. Refuse Gloss Tan Color or Recycle White Color as Requested by the City.			
Quantity	**1 – 9** (1st Tier)	**10 – 19** (2nd Tier)	**20 – 30** (3rd Tier)
Unit Cost	$ 5358	$ 5358	$ 5358
Other Costs such as Delivery and Handling Fee (List):			
	IN PRICE	IN PRICE	IN PRICE

Item No. 9

40 Cubic Yard Sealed/Enclosed Rolloff Container. Gloss Tan Color.			
Quantity	**1 – 9** (1st Tier)	**10 – 19** (2nd Tier)	**20 – 30** (3rd Tier)
Unit Cost	$ 7358	$ 7358	$ 7358
Other Costs such as Delivery and Handling Fee (List):			
	IN PRICE	IN PRICE	IN PRICE

Unit cost for 2nd Tier shall apply when the City has completed its purchase of the quantity in the 1st Tier. Unit cost for the 3rd Tier shall apply when the City has completed its purchase of the quantity in the 2nd Tier.

Award will be based upon the best overall value to the City. Only one contract shall be awarded.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#03	_____
#02	_____	#04	_____

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.

CITY OF OXNARD CALIFORNIA

City of Oxnard
Purchasing Department

Solicitation # ER-20-68
Bid Close Date: 07/09/2020 by 2:00 pm PT

ATTACHMENT B
COMPANY INFORMATION

Name of Company: CONFAB MANUFACTURING COMPANY, LLC.

Address: 6525 MORRISON BLVD. SUITE 300 CHARLOTTE, NC 28211

Service to provide: FRONT LOAD & ROLL OFF CONTAINERS

Main Point of Contact: ERIK SALVATIERRA

Fed Tax ID: 84-4104979 City Tax ID: N/A

E-mail: ERIKS@CON-FAB.COM Phone: 818-901-1005

9.0 Credentials/Resumes/Certifications/Licenses:
This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

10.0 Bidder shall specifically provide the following information on all employees to be providing services related to this RFB:

a. Position Title
b. Current Responsibilities
c. Qualifications/Experiences
d. Education
e. Certifications/licenses, if applicable
f. List other pertinent information that will assist in evaluating Bidder's qualifications.

BIDDER'S RESPONSE: Erik Salvatierra – ISR – Sales – At CFC 4.5 yrs. – College

BIDDER'S RESPONSE: Brian Atwater – VP OF OPERATIONS – Manage Sales & Production – At CFC 36 yrs – High School

BIDDER'S RESPONSE: Jim Hammett – GM of Manufacturing Plant – Manage Production & Shipping – College – Lean Mfg./CANBAN Cert.

CITY OF OXNARD CALIFORNIA

City of Oxnard
Purchasing Department

Solicitation # ER-20-68
Bid Close Date: 07/09/2020 by 2:00 pm PT

BIDDER'S RESPONSE: Barbara Ross – Special Accounts Manager – Sales – At CFC 43 yrs. - College

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

CERTIFICATIONS

I, ERIK SALVATIERRA, a duly authorized agent of CONFAB MANUFACTURING COMPANY, LLC.
Printed Name of Agent/Officer **Name of Organization**

hereby certify that CONFAB MANUFACTURING COMPANY, LLC by submission of this proposal in response to the
Name of Organization
solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: _____ Date: 7/9/2020

Title of Agent/Officer: INSIDE SALES REP

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

CITY OF OXNARD CALIFORNIA

City of Oxnard
Purchasing Department

Solicitation # ER-20-68
Bid Close Date: 07/09/2020 by 2:00 pm PT

ATTACHMENT C
REFERENCES

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	CITY OF SANTA MONICA
Address:	2500 MICHIGAN AVE. SANTA MONICA, CA 90404
Contact person:	KELLEE MACDONALD - SENIOR BUYER
Email address:	KELLEE.MACDONALD@SMVGOV.NET
Telephone address:	310-458-8797
Project name:	PURCHASE OF REFUSE CONTAINERS
Dates worked performed:	2010 - 2020+
Summary of scope of services:	PROVIDED CONTAINERS AND PARTS
Project cost:	$1,000,000+

Reference 2	
Company name:	CITY OF ONTARIO
Address:	303 EAST B STREET ONTARIO, CA 91764
Contact person:	RANDY LAZARUS
Email address:	RLAZARUS@CI.ONTARIO.CA.US
Telephone address:	909-395-2050
Project name:	PURCHASE OF REFUSE CONTAINERS
Dates worked performed:	2011 - 2020+
Summary of scope of services:	PROVIDED CONTAINERS, ROLL OFFS & PARTS
Project cost:	$700,000+

Reference 3	
Company name:	CITY OF LOS ANGELES
Address:	1149 S. BROADWAY STE. 500 LOS ANGELES, CA 90015
Contact person:	JONATHAN ZARI

CITY OF OXNARD CALIFORNIA

City of Oxnard
Purchasing Department

Solicitation # ER-20-68
Bid Close Date: 07/09/2020 by 2:00 pm PT

Email address:	JONATHAN.ZARI@LACITY.ORG
Telephone address:	213-485-3572
Project name:	PURCHASE OF ROLL OFFS AND CONTAINERS
Dates worked performed:	2007-2020+
Summary of scope of services:	PROVIDED CONTAINERS AND ROLL OFFS
Project cost:	$600,000+

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE: SEE BELOW

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE: NONE

1.

GSA (FEDERAL) CONTRACT # GS07F5512P 1/1/04 – 8/26/18
STEPHEN NIESWIADOMY – SUPERVISORY CONTRACTING OFFICER
817-850-8378
PROVIDED ALL TYPES OF METAL CONTAINRS TO VARIOUS FEDERAL FACILITIES THROUGHOUT THE WESTERN STATES.
$2.5 MILLION + IN SALES OVER CONTRACT PERIOD

ATHENS DISPOSAL 2018 – 2020+
ENRIQUE GONZALEZ – OPERATIONS MANAGER
626-255-6118
PROVIDED METAL CONTAINERS & ROLL OFFS FOR CITY OF LOS ANGELES CONVERSION
258 ROLL OFFS – $1.75 MILLION +
15,000 CONTAINERS - $8.25 MILLION+

WASTE MANAGEMENT 2018 – 2020+
DAVID MORRI – REGIONAL MANAGER
310-864-4640
PROVIDED METAL CONTAINERS & ROLL OFFS TO VARIOUS FACILITIES THROUGHOUT THE WESTERN STATES.
$20 MILLION IN SALES OVER LAST 3 YEARS

CITY OF OXNARD CALIFORNIA

City of Oxnard
Purchasing Department

Solicitation # ER-20-68
Bid Close Date: 07/09/2020 by 2:00 pm PT

ATTACHMENT D
STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No X_____

1. If so, explain the circumstances:

N/A

CITY OF OXNARD CALIFORNIA

City of Oxnard
Purchasing Department

Solicitation # ER-20-68
Bid Close Date: 07/09/2020 by 2:00 pm PT

ATTACHMENT E

CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, BRIAN ATWATER

depose and say that I am VICE PRESIDENT OF OPERATIONS
("Sole Owner", "A Partner", "President", or other proper title)

of CONFAB MANUFACTURING COMPANY, LLC.
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

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 indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Signature

BRIAN ATWATER

CITY OF OXNARD CALIFORNIA

City of Oxnard
Purchasing Department

Solicitation # ER-20-68
Bid Close Date: 07/09/2020 by 2:00 pm PT

ATTACHMENT F

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2852

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ESTABLISHING A SMALL LOCAL BUSINESS PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State; and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program.

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

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to $500,000; 4% of the amount between $500,001 and $750,000; 3% of the amount between $750,001 and $1,000,000; 2% of the amount between $1,000,001 and $1,250,000 and 1% of the amount between $1,250,001 and $1,500,000. For example, if the lowest responsible bid is $1,000,000, the preference would be $42,500 ($500,000 x .05 + $250,000 x .04 + $250,000 x .03). The preference applies to all contracts, including contracts over $1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is $50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars ($20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to

Ordinance No. 2852..
Page 2

hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification 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. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State of federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five

Ordinance No. 2852
Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

ABSENT: Mayor Pro Tem Pinkard.

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

CITY OF
OXNARD
CALIFORNIA

City of Oxnard
Purchasing Department

Solicitation # ER-20-68
Bid Close Date: 07/09/2020 by 2:00 pm PT

ATTACHMENT F
LOCAL BUSINESS QUALIFICATION AFFIDAVIT

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars ($20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business.

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: N/A

Physical Address:

Phone: E-Mail:

Date Principal Business Address Established: No. of Company Employees at this address:

If less than 36 months, list previous City of Oxnard location:

City Business License No.: Taxpayer Identification No. (TIN):

Primary function of this location (i.e., sales, distribution, production, corporate, etc.):

Signature of Company Official Date

Print Name, Title

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

CONFAB™
A California waste container company

TOLL FREE (800) 635-8335
Website: www.con-fab.com • E-mail: sales@con-fab.com

CONTAINER QUOTE

DRAFT ORDER 8

ITEM #K-7

14620 ARMINTA ST. • VAN NUYS, CA 91402
(818) 901-1005 • FAX (818) 787-6312
901 SIMMERHORN RD. • GALT, CA 95632
(209) 745-4604 • FAX (209) 745-4219

SHOP 007
CUSTOMER OXNA01

INVOICE TO:	CITY OF OXNARD 111 S. DEL NORTE BLVD. OXNARD, CA 93030 ANDREA TORRES 805-385-8224 Fax 805-385-7495
DELIVER TO:	CITY OF OXNARD SOLID WASTE DIVISION DEL NORTE RECYCLING CTR. 111 DEL NORTE BLVD. OXNARD, CA 93030 ANDREA TORRES 805-385-8224 Fax 805-385-7495

P.O.#		DATE ORDERED	07/09/20	DATE REQUIRED	

TERMS	OK'D BY	W.O.#	SALES PERSON
NET 30 DAYS	AA	QC7336	ERIK SALVATIERRA

	ITEM NO.	ORDERED	DESCRIPTION	UNIT PRICE	UNIT TOTAL
	9002-1	1	2 YD PITCH TOP W/12 GA BOTTOM	519.00	519.00
FREIGHT	FRCCIP	15	DELIVERY TO BE MADE BY COMMON CARRIER - FREIGHT IS IN PRICE	0.00	0.00

LIDS	19064	- 2 YD F.L. DURAFLEX II PLASTIC LIDS SINGLE WALL - #UV3640SR
CHANNELS	20091-2	- E.L.(4X10X4)15" BOT TO BOT W/6 GUSSETS PER CHAN/2X2X10"ANG.BUMPERS
CASTERS	28035	- 6" X 2" PHENOLIC CASTERS SET OF 4 EA SWIVEL
DRAIN PLUG	BRSC	- BOTTOM RIGHT SIDE CENTER
I.D.		W/A (ON RIGHT CHANNEL CENTER)
OPTION A	27552	- STANDARD 7 GA WRAPAROUND CASTERPLATES
OPTION B	16IW	- 16" INSEAM WELD
OPTION C	248	- 4 EA PIONEER QUICK RELEASE CASTERPLATES (H0808)
OPTION D	30201	- QUICK RELEASE CASTERPLATE ASSEMBLY
OPTION E	30439	- OPTIONS ASSY. 2 YD PITCH TOP 9002-1 CHANNELS,CASTERS,PULL HANDLES ETC.
OPTION F	22023	- PULL HANDLES 3/4" DIA "L" STYLE 2EA #S1556 & 2EA S1557
OPTION G	31463	- STENCIL ASSEMBLY - 2YD PITCH TOP "CITY OF OXNARD"
OPTION H	18999-1	- LID ROD ASSY. - CONT. W/ 36"W LIDS 90 DEG BEND/NYLON LOCK NUT W/ PROPS
SERIAL #'s		
COMMENTS	ATTACHMENT(C) COM - STENCIL ON FRONT IN BLACK PACKET - CHANNEL ASSY RECESS 2" FRONT & EXTEND 2" REAR DO NOT DOUBLE STACK	

OXNAR

UN	XX
PR IN	
PR OUT	

COLOR: TAN

SUB TOTAL	519.00	
DISC.	IN PRICE	
TAX	40.22	7.750
TOTAL	559.22	
PAID	0.00	
BAL. DUE	559.22	

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CONTAINER QUOTE

DRAFT ORDER
ITEM #K-7
8

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901 SIMMERHORN RD. • GALT, CA 95632
(209) 745-4604 • FAX (209) 745-4219

SHOP 007
CUSTOMER OXNA01

INVOICE TO:	DELIVER TO:
CITY OF OXNARD 111 S. DEL NORTE BLVD. OXNARD, CA 93030 ANDREA TORRES 805-385-8224 Fax 805-385-7495	CITY OF OXNARD SOLID WASTE DIVISION DEL NORTE RECYCLING CTR. 111 DEL NORTE BLVD. OXNARD, CA 93030 ANDREA TORRES 805-385-8224 Fax 805-385-7495

P.O.#		DATE ORDERED	07/09/20	DATE REQUIRED	

TERMS	OK'D BY	W.O.#	SALES PERSON
NET 30 DAYS	AA	QC7338	ERIK SALVATIERRA

	ORDERED	DESCRIPTION	UNIT PRICE	UNIT TOTAL
ITEM NO. 9007-1	1	4 YD PITCH TOP W/12 GA BOTTOM	698.00	698.00
FREIGHT FRCCIP	1	DELIVERY TO BE MADE BY COMMON CARRIER - FREIGHT IS IN PRICE	0.00	0.00

LIDS	19066	- 4 YD F.L. DURAFLEX II PLASTIC LIDS SINGLE WALL - #UV3656SR
CHANNELS	20092-2	- E.L.(4X10X4)15" BOT TO BOT W/8 GUSSETS PER CHAN/2X2X10"ANG.BUMPERS
CASTERS	28035	- 6" X 2" PHENOLIC CASTERS SET OF 4 EA SWIVEL
DRAIN PLUG	BRSC	- BOTTOM RIGHT SIDE CENTER
I.D.		W/A (ON RIGHT CHANNEL CENTER)
OPTION A	27552	- STANDARD 7 GA WRAPAROUND CASTERPLATES
OPTION B	16IW	- 16" INSEAM WELD
OPTION C	248	- 4 EA PIONEER QUICK RELEASE CASTERPLATES (H0808)
OPTION D	30201	- QUICK RELEASE CASTERPLATE ASSEMBLY
OPTION E	30440	- OPTIONS ASSY. 4 YD PITCH TOP 9007-1 CHANNELS,CASTERS,PULL HANDLES ETC.
OPTION F	22022	- PULL HANDLES 3/4" DIA "L" STYLE # S1556 (4 EA)
OPTION G	31461	- STENCIL ASSEMBLY - 4YD PITCH TOP "CITY OF OXNARD"
OPTION H	18999-1	- LID ROD ASSY. - CONT. W/ 36"W LIDS 90 DEG BEND/NYLON LOCK NUT W/ PROPS
SERIAL #'s		
COMMENTS	ATTACHMENT(C) COM - STENCIL ON FRONT IN BLACK PACKET - CHANNEL ASSY RECESS 2" FRONT & EXTEND 2" REAR DO NOT DOUBLE STACK	

OXNAR

UN	XX
PR IN	
PR OUT	

COLOR:
WHITE

SUB TOTAL	698.00	
DISC.	IN PRICE	
TAX	54.10	7.750
TOTAL	752.10	
PAID	0.00	
BAL. DUE	752.10	

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BODY QUOTE

DRAFT ORDER
ITEM #K-7

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SHOP 001
CUSTOMER OXNA01

INVOICE TO:
CITY OF OXNARD
111 S. DEL NORTE BLVD.

OXNARD, CA 93030
ANDREA TORRES
805-385-8224 Fax 805-385-7495

DELIVER TO:
CITY OF OXNARD SOLID WASTE DIVISION
DEL NORTE RECYCLING CTR.
111 DEL NORTE BLVD.
OXNARD, CA 93030
ANDREA TORRES
805-385-8224 Fax 805-385-7495

P.O.#

DATE ORDERED: 07/09/20
DATE REQUIRED:

TERMS: NET 30 DAYS
OK'D BY: AA
W.O.#: QC7339
SALES PERSON: ERIK SALVATIERRA

	FLOOR	SIDES	FRONT	X MEMBER @	POSTS @	DOOR	MAIN RAIL SPACING
SIZE	16'	HT 3'	HT 3'	16"	16"	HT. 5'	36" ID
GA	10	GA 12	GA 12			GA 12	

HOOK UP	FRONT WHEELS	REAR WHEELS	COLOR
23140-1 STANDARD	22347 10" STEEL	22347 10" STEEL	TAN

		ORDERED	DESCRIPTION	UNIT PRICE	UNIT TOTAL
ITEM NO.	9044	1	16' X 3' HEAVY DUTY DROP BODY ROLL OFF	3199.00	3199.00
FREIGHT	FRCCIP	1	DELIVERY TO BE MADE BY COMMON CARRIER - FREIGHT IS IN PRICE	0.00	0.00

DOORS	PNR	- 5' CFC LOCK STYLE DOUBLE DOORS FOR DROP BODY WITH OLD STYLE CHAIN ASSY
HINGE ASSY	SDH	- CFC STANDARD DOUBLE DOOR HINGES
MAIN RAILS	26108-1	- 6" CHANNEL MAIN RAILS W/4" X 6" NOSE ROLLERS/16' BODY/16" XMEMBERS
ROPE HOOKS	SU257	- STANDARD ROPE HOOKS, 12" ABOVE FLOOR
I.D.		W/A
OPTION A	COM	- NO FRONT LADDER
OPTION B	PNR	- ASSY FOR STENCILS & ID WELDS CITY OF OXNARD/ DO NOT OVERFILL
OPTION C	PNR	- ASSY FOR REFLECTIVE TAPE
OPTION D	PNR	- 12" H X 72" L SPLASH BAFFLES @ REAR
OPTION E		
OPTION F		
OPTION G		
OPTION H		
OPTION I		
COMMENTS		

OXNAR

SERIAL #'s

SUB TOTAL	3199.00	
DISC.	IN PRICE	
TAX	247.92	7.750
TOTAL	3446.92	
PAID	0.00	
BAL. DUE	3446.92	

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BODY QUOTE

DRAFT ORDER 8

ITEM #K-7

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(818) 901-1005 • FAX (818) 787-6312
901 SIMMERHORN RD. • GALT, CA 95632
(209) 745-4604 • FAX (209) 745-4219

SHOP 012
CUSTOMER OXNA01

INVOICE TO:
CITY OF OXNARD
111 S. DEL NORTE BLVD.

OXNARD, CA 93030
ANDREA TORRES
805-385-8224 Fax 805-385-7495

DELIVER TO:
CITY OF OXNARD SOLID WASTE DIVISION
DEL NORTE RECYCLING CTR.
111 DEL NORTE BLVD
OXNARD, CA 93030
MARK GUERRERO/IGNACIO CARRILLO
805-385-8071 Fax 805-385-7495

P.O.#

DATE ORDERED: 07/09/20
DATE REQUIRED:

TERMS: NET 30 DAYS
OK'D BY: AA
W.O.#: QC7340
SALES PERSON: ERIK SALVATIERRA

	FLOOR	SIDES	FRONT	X MEMBER @	POSTS @	DOOR	MAIN RAIL SPACING
SIZE	16'	HT 4'	HT 4'	16"	1 CENTER VERT	HT 4'	36" ID
GA	12	GA 12	GA 12			GA 12	

HOOK UP	FRONT WHEELS	REAR WHEELS	COLOR
26136 STANDARD	29636 8" STEEL	29636 8" STEEL	TAN

		ORDERED	DESCRIPTION	UNIT PRICE	UNIT TOTAL
ITEM NO.	29022	1	16' X 4' ROUND BOTTOM DROP BODY	7285.00	7285.00
FREIGHT	FRCCIP	2	DELIVERY TO BE MADE BY COMMON CARRIER - FREIGHT IS IN PRICE	0.00	0.00

DOORS	29497	- 4' 1 PIECE WATERTIGHT DOOR FOR 4' BODY W/EZ FLIP PLASTIC ROOF
HINGE ASSY	29681-1	- 1 PC W.T.DOOR PASSENGER SIDE HINGE/ LOCK ASSEMBLY (4') W/EZ FLIP ROOF
MAIN RAILS	26108-1	- 6" CHANNEL MAIN RAILS W/4" X 6" NOSE ROLLERS/16' BODY/16" XMEMBERS
ROPE HOOKS	NONE	- NONE
I.D.		W/A FRONT TOP PASSENGER SIDE & REAR TOP PASSENGER SIDE
OPTION A	29687	- 16' ULTRA EZ FLIP PLASTIC ROOF
OPTION B	29607	- 5/16" LINER HOOKS 1 1/2" DOWN ON INSIDE ON 24" CENTERS - ALL 4 SIDES
OPTION C	29605	- DOUBLE END HOOK UP W/NOSE ROLLERS FOR 1 PC REAR DOOR/16" XMEMBERS
OPTION D	29600-22	- LADDERS FRONT FOR 4' ROUND BOTTOM W/EZ FLIP ROOF
OPTION E	29601	- INSPECTION LADDER DRIVER SIDE REAR OF CENTER POST
OPTION F	29602	- EXIT LADDER INSIDE @ DRIVER SIDE LOCATED BEHIND FRONT LADDERS
OPTION G	26816	- VACUUM RELIEF VENTS WITH REAR 90 VENT TUBES
OPTION H	26575-1	- SOLID SHEET PLACARD BRACKETS 12.75" X 12.75" W/LOCATION ASSEMBLY
OPTION I		
COMMENTS		

OXNAR

SERIAL #'s

SUB TOTAL	7285.00	
DISC.	IN PRICE	
TAX	564.59	7.750
TOTAL	7849.59	
PAID	0.00	
BAL. DUE	7849.59	

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ITEM #K-7

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SHOP 001
CUSTOMER OXNA01

INVOICE TO:	CITY OF OXNARD 111 S. DEL NORTE BLVD. OXNARD, CA 93030 ANDREA TORRES 805-385-8224 Fax 805-385-7495
DELIVER TO:	CITY OF OXNARD SOLID WASTE DIVISION DEL NORTE RECYCLING CTR. 111 DEL NORTE BLVD OXNARD, CA 93030 MARK GUERRERO/IGNACIO CARRILLO 805-385-8071 Fax 805-385-7495

P.O.#		DATE ORDERED	07/09/20	DATE REQUIRED			
TERMS	NET 30 DAYS	OK'D BY	AA	W.O.#	QC7341	SALES PERSON	ERIK SALVATIERRA

	FLOOR	SIDES	FRONT	X MEMBER @	POSTS @	DOOR	MAIN RAIL SPACING
SIZE	18'	HT 2'	HT 2'	16"	16"	HT 3'	36" ID
GA	10	GA 12	GA 12			GA 12	

HOOK UP	FRONT WHEELS	REAR WHEELS	COLOR
23140 STANDARD	22347 10" STEEL	22347 10" STEEL	TAN

		ORDERED	DESCRIPTION	UNIT PRICE	UNIT TOTAL
ITEM NO.	14704	1	18' X 2' HEAVY DUTY DROP BODY ROLL OFF	3103.00	3103.00
FREIGHT	FRCCIP	1	DELIVERY TO BE MADE BY COMMON CARRIER - FREIGHT IS IN PRICE	0.00	0.00

DOORS	39-4	- 3' CFC LOCK STYLE DOUBLE DOORS W/OLD STYLE CHAIN ASSY.
HINGE ASSY	SDH	- CFC STANDARD DOUBLE DOOR HINGES
MAIN RAILS	26109-1	- 6" CHANNEL MAIN RAILS W/4" X 6" NOSE ROLLERS/18' BODY/16" XMEMBERS
ROPE HOOKS	SU257	- STANDARD ROPE HOOKS, 12" ABOVE FLOOR
I.D.		W/A
OPTION A	50538	- BOGGIE WHEEL PLACEMENT FOR STACKING STD. DROP BODY
OPTION B	COM	- NO FRONT LADDERS
OPTION C	51065	- ASSEMBLY FOR STENCILS & ID WELDS CITY OF OXNARD/DO NOT OVERFILL
OPTION D	COM	- NO DOOR HEADER
OPTION E	51241	- REFLECTIVE TAPE LOCATION ASSEMBLY FRONT & REAR & SIDE CORNERS
OPTION F		
OPTION G		
OPTION H		
OPTION I		
COMMENTS		

OXNAR

SERIAL #'s

SUB TOTAL	3103.00	
DISC.	IN PRICE	
TAX	240.48	7.750
TOTAL	3343.48	
PAID	0.00	
BAL. DUE	3343.48	

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DRAFT ORDER
ITEM #K-7

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SHOP 001
CUSTOMER OXNA01

INVOICE TO:
CITY OF OXNARD
111 S. DEL NORTE BLVD.

OXNARD, CA 93030
ANDREA TORRES
805-385-8224 Fax 805-385-7495

DELIVER TO:
CITY OF OXNARD
ENVIRONMENTAL RECOURCES
111 S. DEL NORTE BL.
OXNARD, CA 93030
ERIC OKADA
805-385-8223 Fax 805-487-3860

P.O.#

DATE ORDERED: 07/09/20
DATE REQUIRED:

TERMS: NET 30 DAYS
OK'D BY: AA
W.O.#: QC7342
SALES PERSON: ERIK SALVATIERRA

	FLOOR	SIDES	FRONT	X MEMBER @	POSTS @	DOOR	MAIN RAIL SPACING
SIZE	18'	HT 2'	HT 2'	16"	NONE	HT 3'	36"ID
GA	12	GA 12	GA 12			GA 12	

HOOK UP	FRONT WHEELS	REAR WHEELS	COLOR
26136 STANDARD	29636 8" STEEL	29636 8" STEEL	TAN

		ORDERED	DESCRIPTION	UNIT PRICE	UNIT TOTAL
ITEM NO.	29206	1	18' X 2' ROUND BOTTOM DROP BODY	3875.00	3875.00
FREIGHT	FRCCIP	1	DELIVERY TO BE MADE BY COMMON CARRIER - FREIGHT IS IN PRICE	0.00	0.00

DOORS	29420-2	- 3' 1 PIECE DOOR WATERTIGHT NO DOOR HEADER
HINGE ASSY	29634-3	- 1 PC WATERTIGHT PASSENGER SIDE HINGE/LOCK ASSY (2') W/SEAL ON DOOR
MAIN RAILS	26109-1	- 6" CHANNEL MAIN RAILS W/4" X 6" NOSE ROLLERS/18' BODY/16" XMEMBERS
ROPE HOOKS	SU257	- STANDARD ROPE HOOKS
I.D.		W/A PER ASSEMBLY
OPTION A	51064	- RECESS REAR WHEELS IN FOR STACKING ROUND BOTTOM BODIES
OPTION B	51063	- ASSEMBLY FOR STENCILS & ID WELDS CITY OF OXNARD/DO NOT OVERFILL
OPTION C	COM	- NO LINER HOOKS
OPTION D		
OPTION E		
OPTION F		
OPTION G		
OPTION H		
OPTION I		
COMMENTS		

OXNAR

SERIAL #'s

SUB TOTAL	3875.00	
DISC.	IN PRICE	
TAX	300.31	7.750
TOTAL	4175.31	
PAID	0.00	
BAL. DUE	4175.31	

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DRAFT ORDER
ITEM #K-7

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901 SIMMERHORN RD. • GALT, CA 95632
(209) 745-4604 • FAX (209) 745-4219

SHOP 001
CUSTOMER OXNA01

INVOICE TO:	DELIVER TO:
CITY OF OXNARD 111 S. DEL NORTE BLVD. OXNARD, CA 93030 ANDREA TORRES 805-385-8224 Fax 805-385-7495	CITY OF OXNARD SOLID WASTE DIVISION DEL NORTE RECYCLING CTR. 111 DEL NORTE BLVD OXNARD, CA 93030 MARK GUERRERO/IGNACIO CARRILLO 805-385-8071 Fax 805-385-7495

P.O.#		DATE ORDERED	07/09/20	DATE REQUIRED	

TERMS	OK'D BY	W.O.#	SALES PERSON
NET 30 DAYS	AA	QC7343	ERIK SALVATIERRA

	FLOOR	SIDES	FRONT	X MEMBER @	POSTS @	DOOR	MAIN RAIL SPACING
SIZE	18'	HT 6'	HT 6'	24"	24"	HT 7'	36" ID
GA	12	GA 14	GA 14			GA 12	

HOOK UP	FRONT WHEELS	REAR WHEELS	COLOR
23124-7 STANDARD	22347 10" STEEL	22347 10" STEEL	TAN

		ORDERED	DESCRIPTION	UNIT PRICE	UNIT TOTAL
ITEM NO.	9027	1	18' X 6' STANDARD DROP BODY ROLL OFF	4520.00	4520.00
FREIGHT	FRCCIP	1	DELIVERY TO BE MADE BY COMMON CARRIER - FREIGHT IS IN PRICE	0.00	0.00

DOORS	17-15	- 7' STANDARD CAM LOCK DOUBLE DOORS W/OLD STYLE CHAIN ASSY.
HINGE ASSY	SDH	- CFC STANDARD DOUBLE DOOR HINGES
MAIN RAILS	26109	- 6" CHANNEL MAIN RAILS W/4" X 6" NOSE ROLLERS/18' BODY/24" XMEMBERS
ROPE HOOKS	SU257	- STANDARD ROPE HOOKS, 12" ABOVE FLOOR
I.D.		W/A SEE OPTIONS FOR PLACEMENT
OPTION A		
OPTION B	51180	- ASSEMBLY FOR STENCILS & ID WELDS CITY OF OXNARD/DO NOT OVERFILL 30YD
OPTION C	25137	- 3/4" ROUND BAR TARP RAILS ON FRONT & SIDES 2" DOWN FROM TOP
OPTION D	51241	- REFLECTIVE TAPE LOCATION ASSEMBLY FRONT & REAR & SIDE CORNERS
OPTION E		
OPTION F		
OPTION G		
OPTION H		
OPTION I		
COMMENTS		

OXNAR

SERIAL #'s

SUB TOTAL	4520.00	
DISC.	IN PRICE	
TAX	350.30	7.750
TOTAL	4870.30	
PAID	0.00	
BAL. DUE	4870.30	

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BODY QUOTE

DRAFT ORDER
ITEM #K-7

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(209) 745-4604 • FAX (209) 745-4219

SHOP 001
CUSTOMER OXNA01

INVOICE TO:
CITY OF OXNARD
111 S. DEL NORTE BLVD.

OXNARD, CA 93030
ANDREA TORRES
805-385-8224 Fax 805-385-7495

DELIVER TO:
CITY OF OXNARD SOLID WASTE DIVISION
DEL NORTE RECYCLING CTR.
111 DEL NORTE BLVD
OXNARD, CA 93030
MARK GUERRERO/IGNACIO CARRILLO
805-385-8071 Fax 805-385-7495

P.O.#		DATE ORDERED	07/09/20	DATE REQUIRED	

TERMS	OK'D BY	W.O.#	SALES PERSON
NET 30 DAYS	AA	QC7345	ERIK SALVATIERRA

	FLOOR	SIDES	FRONT	X MEMBER @	POSTS @	DOOR	MAIN RAIL SPACING
SIZE	22'	HT 6.5'	HT 6.5'	24"	24"	HT 7.5'	36" ID
GA	12	GA 14	GA 14			GA 12	

HOOK UP	FRONT WHEELS	REAR WHEELS	COLOR
23124-8 STANDARD	22347 10" STEEL	22347 10" STEEL	TAN

		ORDERED	DESCRIPTION	UNIT PRICE	UNIT TOTAL
ITEM NO.	14914	1	22' X 6.5' STANDARD DROP BODY ROLL OFF	5358.00	5358.00
FREIGHT	FRCCIP	1	DELIVERY TO BE MADE BY COMMON CARRIER - FREIGHT IS IN PRICE	0.00	0.00

DOORS	25300-4	- 7.5' STANDARD CAM LOCK DOUBLE DOORS W/OLD STYLE CHAIN ASSY.
HINGE ASSY	SDH	- CFC STANDARD DOUBLE DOOR HINGES
MAIN RAILS	26110	- 6" CHANNEL MAIN RAILS W/4" X 6" NOSE ROLLERS/22' BODY/24" XMEMBERS
ROPE HOOKS	SU257	- STANDARD ROPE HOOKS, 12" ABOVE FLOOR
I.D.		W/A SEE OPTIONS FOR PLACEMENT
OPTION A		
OPTION B	51154	- ASSEMBLY FOR STENCILS & ID WELDS CITY OF OXNARD/DO NOT OVERFILL 40YD
OPTION C	25136	- 3/4" ROUND BAR TARP RAILS ON FRONT & SIDES 2" DOWN FROM TOP
OPTION D	51241	- REFLECTIVE TAPE LOCATION ASSEMBLY FRONT & REAR & SIDE CORNERS
OPTION E		
OPTION F		
OPTION G		
OPTION H		
OPTION I		
COMMENTS		

OXNAR

SERIAL #'s

SUB TOTAL	5358.00	
DISC.	IN PRICE	
TAX	415.25	7.750
TOTAL	5773.25	
PAID	0.00	
BAL. DUE	5773.25	

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BODY QUOTE

DRAFT ORDER
ITEM #K-7
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901 SIMMERHORN RD. • GALT, CA 95632
(209) 745-4604 • FAX (209) 745-4219

SHOP 001
CUSTOMER OXNA01

INVOICE TO:
CITY OF OXNARD
111 S. DEL NORTE BLVD.

OXNARD, CA 93030
ANDREA TORRES
805-385-8224 Fax 805-385-7495

DELIVER TO:
CITY OF OXNARD SOLID WASTE DIVISION
DEL NORTE RECYCLING CTR.
111 DEL NORTE BLVD
OXNARD, CA 93030
MARK GUERRERO/IGNACIO CARRILLO
805-385-8071 Fax 805-385-7495

P.O.#
DATE ORDERED 07/09/20
DATE REQUIRED

TERMS NET 30 DAYS
OK'D BY AA
W.O.# QC7346
SALES PERSON ERIK SALVATIERRA

	FLOOR	SIDES	FRONT	X MEMBER @	POSTS @	DOOR	MAIN RAIL SPACING
SIZE	22'	HT 6.5'	HT 6.5'	24"	24"	HT 7.5'	36" ID
GA	12	GA 14	GA 14			GA 12	

HOOK UP	FRONT WHEELS	REAR WHEELS	COLOR
23124-8 STANDARD	22347 10" STEEL	22347 10" STEEL	TAN

		ORDERED	DESCRIPTION	UNIT PRICE	UNIT TOTAL
ITEM NO.	14914	1	22' X 6.5' STANDARD DROP BODY ROLL OFF	7358.00	7358.00
FREIGHT	FRCCIP	1	DELIVERY TO BE MADE BY COMMON CARRIER - FREIGHT IS IN PRICE	0.00	0.00

DOORS	29429	- 7.5' 1 PIECE WATERTIGHT DOOR
HINGE ASSY	28625-1	- 1 PC WATERTIGHT DOOR PASSENGER SIDE HINGE/LOCK ASSY.(6.5') DROP BODY
MAIN RAILS	26110	- 6" CHANNEL MAIN RAILS W/4" X 6" NOSE ROLLERS/22' BODY/24" XMEMBERS
ROPE HOOKS	NONE	- NONE
I.D.		W/A SIDE & REAR TOP DRIVERS SIDE
OPTION A	98-2	- 22' 2 PC LOW PROFILE ROLLING ROOF FOR DROP BODIES W/1FT TALLER DOOR
OPTION B	26842	- PULL HANDLE W/ CHAIN LOCK FOR LOW PROFILE ROLLING ROOF
OPTION C	29605-1	- DOUBLE END HOOK UP W/NOSE ROLLERS FOR 1 PC REAR DOOR/24" XMEMBERS
OPTION D		
OPTION E		
OPTION F		
OPTION G		
OPTION H		
OPTION I		
COMMENTS		

OXNAR

SERIAL #'s

SUB TOTAL	7358.00	
DISC.	IN PRICE	
TAX	570.25	7.750
TOTAL	7928.25	
PAID	0.00	
BAL. DUE	7928.25	

Bid Tabulation
ER20-68
Metal Refuse Containers

		McLaughlin Waste Equipment, Inc.	Confab Manufacturing Company, LLC.	McLaughlin Waste Equipment, Inc.	Confab Manufacturing Company, LLC.	McLaughlin Waste Equipment, Inc.	Confab Manufacturing Company, LLC.
Item Number	***Description***	***Cost Each 1st Tier***	***Cost Each 1st Tier***	***Cost Each 2nd Tier***	***Cost Each 2nd Tier***	***Cost Each 3rd Tier***	***Cost Each 3rd Tier***
1	2 Cubic Yard Front Loader Container	$ 525.00	$ 519.00	$ 515.00	$ 519.00	$ 505.00	$ 519.00
2	4 Cubic Yard Front Loader Container	$ 687.00	$ 698.00	$ 673.00	$ 698.00	$ 660.00	$ 698.00
3	10 Cubic Yard Roll-Off Container	$ 3,379.00	$ 3,103.00	$ 3,311.00	$ 3,103.00	$ 3,244.00	$ 3,103.00
4	10 Cubic Yard Round Bottom Roll-Off Container	$ 3,195.00	$ 3,875.00	$ 3,131.00	$ 3,875.00	$ 3,067.00	$ 3,875.00
5	13.4 Cubuc Yard Roll-Off Container	$ 3,674.00	$ 3,199.00	$ 3,600.00	$ 3,199.00	$ 3,527.00	$ 3,199.00
6	20 Cubic Yard Sealed Roll-Off Container	$ 5,387.00	$ 7,285.00	$ 5,279.00	$ 7,285.00	$ 5,172.00	$ 7,285.00
7	30 Cubic Yard Roll-Off Container	$ 4,231.00	$ 4,520.00	$ 4,146.00	$ 4,520.00	$ 4,062.00	$ 4,520.00
8	40 Cubic Yard Roll-Off Container	$ 4,886.00	$ 5,358.00	$ 4,788.00	$ 5,358.00	$ 4,691.00	$ 5,358.00
9	40 Cubic Yard Sealed Roll-Off Container	$ 6,452.00	$ 7,358.00	$ 6,323.00	$ 7,358.00	$ 6,194.00	$ 7,358.00
		$ 32,416.00	**$ 35,915.00**	**$ 31,766.00**	**$ 35,915.00**	**$ 31,122.00**	**$ 35,915.00**

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.8

DATE: November 17, 2020

TO: City Council

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

SUBJECT: Purchase Order to Exeloo Corporation for Prefabricated Automatic Public Toilet Restroom Facilities.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Purchase Order No. 7877 and single source authorization with Exeloo Corporation for $569,604 for the purchase of three (3) prefabricated Automatic Public Toilet restroom facilities for Del Sol Park, Seaview Park, and Pleasant Valley Park.

BACKGROUND

There are currently 36 public restroom facilities located in parks throughout the City. Maintenance of these facilities can be labor intensive, time consuming, and costly due to the limited number of available resources paired with high public demand. Also, due to the COVID-19 pandemic, all public restroom facilities have been closed indefinitely. To better address the recurring maintenance, cost, cleaning, and vandalism issues in park restroom facilities, City Council adopted prefabricated self-cleaning Automatic Public Toilet (APT) restrooms from Exeloo Corporation (Exeloo) as the standard restroom facility for future park restroom capital improvement projects on September 1, 2020 which was also recommended by the Public Works and Transportation Committee on July 28, 2020.

As a result of City Council's adoption of standard restroom facilities, the Exeloo Jupiter Platinum Twin Cubicle Restroom (Restroom) was specifically selected because it addresses the City's needs by offering the following features and benefits:

- **Custom design** – A wide range of aesthetic options available.
- **Toilets -** Toilets are stainless steel and come equipped with a toilet seat.
- **Automated sliding doors** – Limit occupancy to 10-minutes to help reduce homeless residency and improve sidewalk traffic safety.
- **Self-cleaning** – The 5 stage self-washing cycle is activated after 30 uses. The cycle sanitizes, washes, and dries the high traffic and odor areas including the floor and toilet seat. This feature meets the County of Ventura cleaning and sanitizing protocol for COVID-19.
- **Operational efficiency** – Set lock and unlock times reduce the number of cleanings throughout the day and limits consumables with intelligent and automated fixtures.
- **3 in 1 Washbasin** – The recessed lavatory provides soap, water, and drying in one compact unit reducing vandalism and discouraging use for any purpose other than washing hands.
- **Fully accessible single occupancy cubicle** – Safe and convenient facility for people of all ages and abilities.
- **Minimal footprint** – Prefabricated and delivered fully assembled minimizing impact during installation.
- **User comfort** – Ceramic tiled interior reduces odor, improves cleaning efficacy, and provides an inviting and pleasant environment.

- **Safety and security** – Different colored lights are positioned on the front of the unit to display the status of the restroom. The lights are designed to increase the ability to monitor from a distance and will indicate the following: Vacant, Occupied, Washing, and Closed.
- **Usability** – With data taken from units around the world the Exeloo Jupiter twin stall has the capability of serving 200-350 people per day. If usage is found to be greater after being installed, an additional stall can be added.

CIP Reference:

Project No. **215702** - Del Sol Park Improvements-Phase 1 - CIP 2020-20225 - Adopted June 16, 2020 - Page 79

Project No. **135711** - Seaview Park Improvements - CIP 2020-20225 - Adopted June 16, 2020 - Page 88

Project No. **205708** – Pleasant Valley Park Project - Community Development Block Grant (CDBG)

DISCUSSION

Individual Exeloo Restroom facilities are planned to be installed at three (3) separate park locations: Pleasant Valley Park, Del Sol Park, and Seaview Park. The new Exeloo restroom at Pleasant Valley Park will replace the existing restroom facility while the new Exeloo restrooms at Del Sol Park and Seaview Park will be installed apart from the existing restroom facilities.

The cost per each individual restroom unit is $189,868 and includes local sales tax, shipment, and delivery. The installation cost is separate and will be performed by the lowest qualified bid on a project-by-project basis. As soon as an order is placed with Exeloo, the lead time for each prefabricated restroom unit to arrive at the project site is approximately six (6) months.

STRATEGIC PRIORITIES

This item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item specifically supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

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

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

Goal 4a. Implement CIP Plans.

Goal 4b. Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

The total cost for this Purchase Order with Exeloo is $569,604 for three (3) prefabricated restroom facilities. The cost per restroom facility is $189,868 and will be paid from separate funds available in the Del Sol Park Improvement Project, Seaview Park Improvement Project, and Pleasant Valley Park Improvement Project funds, respectively. Sufficient funds are included in the associated Fiscal Year 2020-21 project budgets to pay for this expenditure.

FUND/ACCOUNT	PROJECT NAME	PROJECT NUMBER	COST
Quimby Park Fees: 351-5737-826-82-08	Del Sol Park	215702	$189,868
Quimby Park Fees: 351-9764-826-86-05	Seaview Park	135711	$189,868
CDBG: 285-5750-826-86-04	Pleasant Valley Park	205708	$189,868
		TOTAL	**$569,604**

COMMITTEE OUTCOME

This item did not originate in Committee, as these are capital improvement projects specifically listed in the City's Capital Improvement Program.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. PO 7877 Exeloo Corp.
2. NSS Form Exeloo 3 Twin APTs
3. Jupiter 22DD Oxnard - Del Sol Park Quote
4. Jupiter 22DD Oxnard - Pleasant Valley Park Quote
5. Jupiter 22DD Oxnard - Seaview Park Quote

CITY OF OXNARD CALIFORNIA

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 007877

DATE: 10/21/2020

VENDOR PHONE: (805)858-8955
VENDOR FAX: (800)676-5290
VENDOR #: 23339
VENDOR ADDRESS: EXELOO CORPORATION
954 TORO STREET
SAN LUIS OBISPO, CA 93401

SHIP TO: ENGINEERING SERVICES
214 S. "C" STREET
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
06/30/2021	0000005171	10/20/2020	ALEX CARTER
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	Multiple Accounts		DANIEL WILLHITE

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
1	189,868.00 / DL C	DEL SOL PARK - EXELOO JUPITER TWIN CUBICLE RSTROOM	1.0000	189,868.00
2	189,868.00 / DL C	SEAVIEW PARK - EXELOO JUPITER TWIN CUBICLE RSTROOM	1.0000	189,868.00
3	189,868.00 / DL C	PLEASANT VALLEY PARK -	1.0000	189,868.00

EXELOO JUPITER TWIN CUBICLE RESTROOM

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 007877

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FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	Multiple Accounts		DANIEL WILLHITE

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

NSS FORM. COUNCIL DATE 11/17/2020.
DELIVERY VIA THIRD PARTY COMMERCIAL FREIGHT.
NO BTC RQD*PW
FUND 351 AND 285 PRJ BAL PENDING CARRYOVER FR FY20

TOTAL PURCHASE AMOUNT **$569,604.00**

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase Order number above.

AUTHORIZED SIGNATURE. _____

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 007877

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06/30/2021	0000005171	10/20/2020	ALEX CARTER
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	Multiple Accounts		DANIEL WILLHITE

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

Account	Project	Amount
35157378268208	215702	189,868.00
35197648268605	135711	189,868.00
28557508268604	205708	189,868.00

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage 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 coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
      ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
      iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
   a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
   b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
    a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
    b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
    c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
    d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

OXNARD CALIFORNIA

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

Purchasing requires written justification from the requesting department within the department explaining why this is the only source for the requirement. Please check the applicable box.

Definition

- ☐ **Negotiated Contract:** When no bids or no responsive bids are received/obtained, the purchasing manager is authorized to negotiate for written proposals without a formal solicitation process for a city contract.
  Formal/informal solicitation with one bid/proposal response received (Bid # and Close date):
- ☐ **Confidential agreement** for City Attorney and/or Chief of Police (backup docs may be redacted)
- ☐ **Sole Source:** Unique materials, supplies, equipment or services, which can be obtained from only one known source, proprietary equipment/technology, copyright, singular characteristics or performance capabilities or which have exclusive compatibility components with existing City products.
- ☒ **Single Source:** A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.
- ☐ **Urgent:** Informal or formal solicitations for supplies, equipment or services (except Public Projects) shall not apply in a situation in which, at the City Manager's discretion, does not permit obtaining price quotations or bids and public interest and necessity demand the immediate expenditure of public money to avoid harm to or safeguard life, health or property or to mitigate severe economic expenses. Provide the supporting documentation with a completed NSS form to the Purchasing Division of the urgent products/services with the City Manager's signature.

WRITTEN JUSTIFICATION

The below information is provided in support of my Department requesting approval for a negotiated or sole/single source (NSS form). (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.*)

1. Vendor Legal Business Name: Exeloo Corporation

2. Requisition Number:

3. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide to include: (Please check one or more of the options below)
   - ☒ Unique: e.g. Feature(s) that make the item/service unique and why you need this uniqueness.
     Compatibility: e.g. Compatibility with or component of, an existing item; provide enough detail to demonstrate that compatibility is necessary.
     Territory: Provide a letter from the Manufacturer that its' supplier/reseller holds a service contract and must supply parts to accomplish a contract.
     Emergency order: No other supplier available at the time. (Must be declared by the City Manage/ City Council).
     Urgent: City Manager approves waiving the formal competitive solicitation, over $200,000
     Proprietary purchase: No other supplier available. Provide verified evidence that the purchasing is truly proprietary. I.E. letter from manufacturer that their product is proprietary and that no other product on the open market exists.

4. The basis upon which the price/cost was determined to be fair and reasonable. The price justification to include: (Please check one or more of the options below)
   - ☐ Comparison to product catalog.
   - ☐ Comparison to similar product/service.
   - ☐ Published price lists.
   - ☐ Prices quoted are less than or equal to, that quoted to other governmental agencies.
   - ☒ Records of previously bid items that were similar.
   - ☒ Proven industry standard.

QUALIFIER: Parks Division conducted research on product models as documented in the 09/01/20, Council Staff Report. Choice narrowed down to two (2) potential vendors: Exeloo Corporation and Public Restroom Company. Exeloo Corporation offered more features and benefits than the competitor. Therefore, this is a Single Source procurement.

OXNARD CALIFORNIA

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

5. Provide a brief written explanation for this product/services.
The Exeloo Jupiter is an automated, self cleaning, self locking and prefabricated restroom. The units will be installed at Del Sol Park, Seaview Park, and Pleasant Valley Park.

6. Identify all costs for this requested purchase:

Product/Service Description:	Fiscal Year: 20/21	Fiscal Year:	Fiscal Year:	Fiscal Year:
One-Time Costs (Describe):	$569,604			
Ongoing Costs (Describe):				
Annual Total Costs: Add the total by year				

7. Period of Performance:

From:		To:		Or One-Time Purchase	X

I HEREBY CERTIFY THAT:

1) I am an approved department representative, and am aware of the City's requirements for competitive bidding, as well as, the criteria for justification for negotiated contract/sole/single source purchase.
2) There is justification for a negotiated contract/sole/single source purchase noted above as it meets the City's criteria.

Department: Public Works Requestor Name (Print Name): Jim Nelson NB
Please print

TA
Authorized Department Director or designee: R Gaglione
Please print/sign name Date: 10/2/20

Below to be processed by Purchasing: ☐ **Approved or** ☐ **Denied**

Notes:

Purchasing Buyer: /
Under $25,000 Please Sign Date:

Purchasing Manager: Daniel Willhite /
Up to $100,000 Please Sign Date:

City Manager: Alexander Nguyen /
$100,001 to $200,000 Please Sign Date:

Mayor: Tim Flynn /
$200,001 + Please Sign Date:

Tracking number assigned by the Purchasing Department only.

Tracking#		Not to Exceed Amount:	$	FY:	

QUOTATION DETAIL

PROPOSED EXELOO JUPITER PLATINUM TWIN CUBICLE RESTROOM
FOR: DEL SOL PARK, OXNARD

17-Sep-20

1	Exeloo Jupiter Platinum Twin Toilet (22DD)	$158,500	$158,500

Selected Optional Items

1	Baby Change Recessed Stainless Steel	$2,400	$2,400
2	Nappy / Sanitary Disposal Chute	$1,300	$2,600
1	Remote Web-Based Monitoring Control (SIM with data agreement for 2 years)	$6,600	$6,600
1	Site Specific PE Foundation Plan 4000psi	$1,100	$1,100

UNIT SUBTOTAL	**$171,200**
Oxnard Tax Rate 7.75%	$13,268
UNIT SUBTOTAL with Tax	**$184,468**

Estimated Delivery

1	Transport to site excluding cranage	$5,400

ESTIMATED DELIVERED TOTAL	**$189,868**

Optional Items

1	Emergency Generator Connection Prewire	$1,500
1	Photo Film Overlay	$8,400
1	Unit Prepped for Mural	$0
1	Decorative Stainless Exterior Multi Unit	$11,200
1	Futurewood Battens Vertical - Multi Unit	$14,000

This quotation expires 5pm 17th Oct -2020

Inclusions | Exeloo Responsibility

Toilet Unit	**Exeloo Jupiter Platinum Twin Toilet (22DD)**
	Structural design and engineering of toilet
	Building consent information pack
	Design and associated drawings

Exclusions | Customer Responsibility

Building consents costs

Site plan

Foundations

Installation of toilet unit

Supply and installation of power, water, sewage and stormwater facilities

Roof Installation - To be completed onsite by onsite contractor

Backflow prevention

Delivery

Delivery to site or depot excluding cranage

Construction

Floor	Reinforced concrete
Frame	DuraGal steel frame
Roof	Skillion - Structural Insulated Panels (SIP) 3" foam core roof
Exterior Walls	Compressed fiber cement sheet with epoxy paint

Control Level

Control System	Full electronic command with Programmable Logic Controller (PLC)
Touch Screen Controller	Touch screen controller interface located in the service bay to access unit statistics, diagnostics and program settings
Usage Statistics	Touch screen access to enhanced usage, servicing and cubicle opening statistics as well as system diagnostics for improved asset management and control
Automated Flush	Toilet pan automatically flushes after use
Electric Buttons	Illuminated buttons for electric sliding door operation
Door Locking	Electric locking with illuminated electric buttons
Auto-wash	5-stage automatic cubicle wash and refresh system
Night Time Locking on Time Lock	Adjustable lock up and unlock function to manage opening and closing times
Timed Occupation	Programmable use time control to reduce loitering and vandalism
Loiter Alarm	Pre-programed voice messages to deter vagrancy and extended
Voice Messages	Pre-programmed voice messages to explain unit operation and to guide sight impaired users
Music / Announcements	USB enabled music option to improve user experience and option to include public announcements

Fit Out Level

Interior Floors	Ceramic slip resistant tiles - Charcoal
Interior Walls	Ceramic tiles - White
Door System	Electric operation of sliding door - Stainless Steel
Door Closer	Electric sliding door closer
Door Locking	Electric locking with automatic doors and illuminated electric buttons
Emergency Button	Internal emergency door release button in each cubicle - standard on all Exeloo electric door models
Interior Ceiling	Underside of roof
Ventilation	Louvered air gap around top of unit

Fit Out Level - Continued

Flush System	Flush valve actuated automatically after each use
Interior Lighting	Surface mounted Light Emitting Diode (LED) lighting
Exterior Lighting	Surface mounted Light Emitting Diode (LED) lighting
Basin	Recessed 3 in 1 Integrated Sensor Operated Basin
Soap Dispenser	Incorporated in the recessed 3 in 1 integrated sensor operated basin
Hand Dryer	Incorporated in the recessed 3 in 1 integrated sensor operated basin
Paper Dispenser	Recessed Electric and Manual Twin Jumbo Paper Dispenser
Toilet Pan	Stainless steel wall hung toilet pan with molded hinged seat
Signage	Compliant signage including braille

Selected Optional Items

Baby Change Recessed	Recessed to retain circulation space with durable stainless steel case. Straps to keep infants safe
Nappy / Sanitary Disposal	Discrete Recessed stainless chute into a fire retardant bin. XL size to cope with adult diapers and baby nappies.
Remote Monitoring	Use remote web-based monitoring to receive summary usage data and control some operational aspects of the restroom facility. Receive summarised statistical data on usage, queuing and service frequency and intervals.
Engineers Certification	Requested for site specific consent and code compliance regulations

Optional Items

Emergency Generator Connection Prewire	In case of extended power outages, an isolated socket for generator application will be provided. This will allow operation of basic functions and keep the restroom in operation.
Photofilm - Cladding	Photo film decals are a fully flexible, graffiti resistant over laminate that can transform the mundane into spectacular. Designs are specified by the customer.

Mural Prep	Extra care taken on exterior finish to provide smooth surface for artist mural or painted finish
Futurewood Battens	An eco-friendly cladding system made from 100% recycled materials that is environmentally stable, has low moisture absorption and is extremely low maintenance. Contact Exeloo for a list of standard colour options.
Decorative Stainless	Cold formed 1.2mm thick steel resists etching and provides a strong urban character finish.

Clarifications

Validity	Pricing is valid for sixty (60) days from date of this quotation
Optional Items	Options on the itemized price sheet are excluded from the project total. These are to be added to the project total if selected.
Sanitary Disposal	If a sanitary disposal bin is included in your order, please ensure that arrangements are made to have this bin emptied regularly by a suitable sanitary waste contractor or, ensure that the cleaning contractor is willing to provide plastic bin liners to be removed and replaced on a weekly basis.
Color Scheme Exterior	Exterior paint coating is Carbothane two pack, which is graffiti resistant. Colors to be chosen from an approved color chart.
Color Scheme Roof	The standard roof color is white (Titania). Alternative colors can be selected from an approved color chart. Contact Exeloo for available colors.
Color Interior	White walls and charcoal floors
Power Requirements	60 amp single phase, two leg supply . Termination points are supplied and located inside the service bay.
Water Requirements	Heavy Duty flush valves are fitted as standard. Key features and information below:
IMPORTANT Water Consumption	Flush consumption is the same as a conventional cistern however, water is not stored in a reservoir so it will need to draw significant water in a short period. Water supply at the connection point must have a minimum flow rate of 25 gallons per minute / per pan and a minimum dynamic pressure of 40psi.

Clarifications - Continued

	A 1" water meter coupled to a 1-1/2" ID supply from the meter to the Exeloo unit is usually sufficient but this should be confirmed on-site. Meter size and pipe diameter will need to be increased for multiple buildings. Exeloo cannot accept responsibility for loss or damage associated with inadequate water supply. Flush valves can be damaged by water pressure above 75psi and so a pressure limiter is included on the water supply line. Where a Reduced Pressure Zone (RPZ) valve is required on the main supply feed there may be a negative impact on the flow rate. As a result a larger meter and supply pipe might be required. If adequate flow rate and pressure cannot be achieved Exeloo can provide a cistern system. Contact Exeloo to discuss supply.
Sewer Outlet	A standard 4" sewer connection socket is located in the service bay. CAUTION: The unit must be sited on its foundations before connection is made to the sewer outlet.
Floor Drains	A 3" NPT socket floor waste drain is incorporated into the floor of each cubicle. Each floor drain will require a gully. One of the floor wastes should be connected to the Overflow Relief Gully (ORG).
Stormwater Outlet	The 3-1/2" stormwater pipe supplied in the service bay must be connected to the stormwater system through the services hole located in the floor of the service bay.
Foundations	Foundation structure is typically two strip-type concrete foundations (18"x18"x7'6"). Exeloo will deliver a stamped foundation plan for each unit location.
Remote Monitoring Capability	This quotation covers the hardware necessary to enable web based remote monitoring A broadband connection is required to ensure stable internet access This quotation includes 24 months of access to the ExeWeb control website. After 24 months a monthly monitoring access fee will be charged to access site information on the ExeWeb control website .
Construction Period	Normal ex-factory lead times are within 20-24 weeks of a purchase order being accepted.

Payment Terms

25% of total order value on receipt of purchase order. 65% of unit order value payable on manufacturing ex-factory date. 10% + remaining shipping and applicable taxes payable on toilet commissioning or, after 30 days held in storage for any period exceeding agreed site delivery date. Storage fees will apply for any period exceeding agreed site delivery date.

Tax

This quotation includes provision for the prevailing tax at time of quotation in the prescribed jurisdiction. Changes to tax conditions are the responsibility of the purchaser

USA

Exeloo Corporation

EIN: 36-4811797

P O Box 13310 San Luis Obispo, CA 93401

Ph: 1 (800) 676 5290

This quotation expires 5pm 17th Oct -2020

QUOTATION DETAIL

PROPOSED EXELOO JUPITER PLATINUM TWIN CUBICLE RESTROOM
FOR: PLEASANT VALLEY PARK, OXNARD

17-Sep-20

1	Exeloo Jupiter Platinum Twin Toilet (22DD)	$158,500	$158,500

Selected Optional Items

1	Baby Change Recessed Stainless Steel	$2,400	$2,400
2	Nappy / Sanitary Disposal Chute	$1,300	$2,600
1	Remote Web-Based Monitoring Control (SIM with data agreement for 2 years)	$6,600	$6,600
1	Site Specific PE Foundation Plan 4000psi	$1,100	$1,100

UNIT SUBTOTAL	**$171,200**
Oxnard Tax Rate 7.75%	$13,268
UNIT SUBTOTAL with Tax	**$184,468**

Estimated Delivery

1	Transport to site excluding cranage	$5,400

ESTIMATED DELIVERED TOTAL	**$189,868**

Optional Items

1	Emergency Generator Connection Prewire	$1,500
1	Photo Film Overlay	$8,400
1	Unit Prepped for Mural	$0
1	Decorative Stainless Exterior Multi Unit	$11,200
1	Futurewood Battens Vertical - Multi Unit	$14,000

This quotation expires 5pm 17th Oct -2020

Inclusions | Exeloo Responsibility

Toilet Unit	**Exeloo Jupiter Platinum Twin Toilet (22DD)**
	Structural design and engineering of toilet
	Building consent information pack
	Design and associated drawings

Exclusions | Customer Responsibility

Building consents costs

Site plan

Foundations

Installation of toilet unit

Supply and installation of power, water, sewage and stormwater facilities

Roof Installation - To be completed onsite by onsite contractor

Backflow prevention

Delivery

Delivery to site or depot excluding cranage

Construction

Floor	Reinforced concrete
Frame	DuraGal steel frame
Roof	Skillion - Structural Insulated Panels (SIP) 3" foam core roof
Exterior Walls	Compressed fiber cement sheet with epoxy paint

Control Level

Control System	Full electronic command with Programmable Logic Controller (PLC)
Touch Screen Controller	Touch screen controller interface located in the service bay to access unit statistics, diagnostics and program settings
Usage Statistics	Touch screen access to enhanced usage, servicing and cubicle opening statistics as well as system diagnostics for improved asset management and control
Automated Flush	Toilet pan automatically flushes after use
Electric Buttons	Illuminated buttons for electric sliding door operation
Door Locking	Electric locking with illuminated electric buttons
Auto-wash	5-stage automatic cubicle wash and refresh system
Night Time Locking on Time Lock	Adjustable lock up and unlock function to manage opening and closing times
Timed Occupation	Programmable use time control to reduce loitering and vandalism
Loiter Alarm	Pre-programed voice messages to deter vagrancy and extended
Voice Messages	Pre-programmed voice messages to explain unit operation and to guide sight impaired users
Music / Announcements	USB enabled music option to improve user experience and option to include public announcements

Fit Out Level

Interior Floors	Ceramic slip resistant tiles - Charcoal
Interior Walls	Ceramic tiles - White
Door System	Electric operation of sliding door - Stainless Steel
Door Closer	Electric sliding door closer
Door Locking	Electric locking with automatic doors and illuminated electric buttons
Emergency Button	Internal emergency door release button in each cubicle - standard on all Exeloo electric door models
Interior Ceiling	Underside of roof
Ventilation	Louvered air gap around top of unit

Fit Out Level - Continued

Flush System	Flush valve actuated automatically after each use
Interior Lighting	Surface mounted Light Emitting Diode (LED) lighting
Exterior Lighting	Surface mounted Light Emitting Diode (LED) lighting
Basin	Recessed 3 in 1 Integrated Sensor Operated Basin
Soap Dispenser	Incorporated in the recessed 3 in 1 integrated sensor operated basin
Hand Dryer	Incorporated in the recessed 3 in 1 integrated sensor operated basin
Paper Dispenser	Recessed Electric and Manual Twin Jumbo Paper Dispenser
Toilet Pan	Stainless steel wall hung toilet pan with molded hinged seat
Signage	Compliant signage including braille

Selected Optional Items

Baby Change Recessed	Recessed to retain circulation space with durable stainless steel case. Straps to keep infants safe
Nappy / Sanitary Disposal	Discrete Recessed stainless chute into a fire retardant bin. XL size to cope with adult diapers and baby nappies.
Remote Monitoring	Use remote web-based monitoring to receive summary usage data and control some operational aspects of the restroom facility. Receive summarised statistical data on usage, queuing and service frequency and intervals.
Engineers Certification	Requested for site specific consent and code compliance regulations

Optional Items

Emergency Generator Connection Prewire	In case of extended power outages, an isolated socket for generator application will be provided. This will allow operation of basic functions and keep the restroom in operation.
Photofilm - Cladding	Photo film decals are a fully flexible, graffiti resistant over laminate that can transform the mundane into spectacular. Designs are specified by the customer.

Mural Prep	Extra care taken on exterior finish to provide smooth surface for artist mural or painted finish
Futurewood Battens	An eco-friendly cladding system made from 100% recycled materials that is environmentally stable, has low moisture absorption and is extremely low maintenance. Contact Exeloo for a list of standard colour options.
Decorative Stainless	Cold formed 1.2mm thick steel resists etching and provides a strong urban character finish.

Clarifications

Validity	Pricing is valid for sixty (60) days from date of this quotation
Optional Items	Options on the itemized price sheet are excluded from the project total. These are to be added to the project total if selected.
Sanitary Disposal	If a sanitary disposal bin is included in your order, please ensure that arrangements are made to have this bin emptied regularly by a suitable sanitary waste contractor or, ensure that the cleaning contractor is willing to provide plastic bin liners to be removed and replaced on a weekly basis.
Color Scheme Exterior	Exterior paint coating is Carbothane two pack, which is graffiti resistant. Colors to be chosen from an approved color chart.
Color Scheme Roof	The standard roof color is white (Titania). Alternative colors can be selected from an approved color chart. Contact Exeloo for available colors.
Color Interior	White walls and charcoal floors
Power Requirements	60 amp single phase, two leg supply . Termination points are supplied and located inside the service bay.
Water Requirements	Heavy Duty flush valves are fitted as standard. Key features and information below:
IMPORTANT Water Consumption	Flush consumption is the same as a conventional cistern however, water is not stored in a reservoir so it will need to draw significant water in a short period. Water supply at the connection point must have a minimum flow rate of 25 gallons per minute / per pan and a minimum dynamic pressure of 40psi.

Clarifications - Continued

	A 1" water meter coupled to a 1-1/2" ID supply from the meter to the Exeloo unit is usually sufficient but this should be confirmed on-site. Meter size and pipe diameter will need to be increased for multiple buildings. Exeloo cannot accept responsibility for loss or damage associated with inadequate water supply. Flush valves can be damaged by water pressure above 75psi and so a pressure limiter is included on the water supply line. Where a Reduced Pressure Zone (RPZ) valve is required on the main supply feed there may be a negative impact on the flow rate. As a result a larger meter and supply pipe might be required. If adequate flow rate and pressure cannot be achieved Exeloo can provide a cistern system. Contact Exeloo to discuss supply.
Sewer Outlet	A standard 4" sewer connection socket is located in the service bay. CAUTION: The unit must be sited on its foundations before connection is made to the sewer outlet.
Floor Drains	A 3" NPT socket floor waste drain is incorporated into the floor of each cubicle. Each floor drain will require a gully. One of the floor wastes should be connected to the Overflow Relief Gully (ORG).
Stormwater Outlet	The 3-1/2" stormwater pipe supplied in the service bay must be connected to the stormwater system through the services hole located in the floor of the service bay.
Foundations	Foundation structure is typically two strip-type concrete foundations (18"x18"x7'6"). Exeloo will deliver a stamped foundation plan for each unit location.
Remote Monitoring Capability	This quotation covers the hardware necessary to enable web based remote monitoring A broadband connection is required to ensure stable internet access This quotation includes 24 months of access to the ExeWeb control website. After 24 months a monthly monitoring access fee will be charged to access site information on the ExeWeb control website .
Construction Period	Normal ex-factory lead times are within 20-24 weeks of a purchase order being accepted.

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USA

Exeloo Corporation

EIN: 36-4811797

P O Box 13310 San Luis Obispo, CA 93401

Ph: 1 (800) 676 5290

QUOTATION DETAIL

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FOR:SEAVIEW PARK, OXNARD

17-Sep-20

1	Exeloo Jupiter Platinum Twin Toilet (22DD)	$158,500	$158,500

Selected Optional Items

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CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.9

DATE: November 17, 2020

TO: City Council

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

SUBJECT: Purchase Order to Eagle Aerial Photography, Inc. for Water Conservation Software.

RECOMMENDATION

That the City Council approve and authorize the City Manager to execute Purchase Order 7869 and sole source authorization with Eagle Aerial Photography, Inc. for a three-year term in the amount of $126,675 for a subscription to WaterView, water conservation software. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

In May 2018, the California State Legislature enacted Senate Bill 606 and Assembly Bill 1668. Collectively titled, Making Water Conservation a California Way of Life, the laws create a framework of long-term conservation improvements to prepare California for climate change and longer, more intense droughts.

Under this new legislation, urban retail water suppliers are required to develop a system-wide Water Use Target calculated by its indoor residential, outdoor residential, and commercial, industrial and institutional (CII) water uses, as well as water loss. One of the early implementation tasks is the calculation of the residential outdoor water use component. To quantify, the State Department of Water Resources (DWR) will be providing basic residential parcel-level square footage landscape estimates to every water supplier in Fall 2020. Oxnard's residential landscape square footage will be aggregated and an efficient amount of water will be assigned per square foot to calculate the overall "residential outdoor water allocation." Urban water suppliers will have six (6) months to verify the data and make the case to DWR for any changes to add square footage.

DISCUSSION

As the State's vendor to provide the basic landscape estimates to urban water suppliers, Eagle Aerial Photography, Inc. (Eagle) has developed WaterView, a Geographic Information System (GIS)-based mapping software for water suppliers to provide tools and enhanced data to meet the efficiency and allocation requirements established by DWR. This software incorporates high-resolution imagery data, demographic data to assess indoor water use, evapotranspiration data for outdoor water use, City water use data, and Eagle-generated accurate irrigated vegetation data. (Evapotranspiration is the rate at which plants lose water by evaporation).

For the verification process, having a WaterView subscription will assist Oxnard in two (2) ways: 1) provide more granular data for each parcel (census, assessor information) to help identify situations that need resolution by DWR, and 2) since WaterView can provide the data accuracy and in the format that the State will require, revisions can be supported. For example, with access to the underlying details of the State's estimates, Oxnard can efficiently identify inaccurate or missing data from sources such as the assessor's records. This will ensure that Oxnard receives a fair allocation for residential outdoor water use.

Additionally, since WaterView can align actual water consumption by parcel, the system will also provide powerful tools to identify which of Oxnard's over 36,000 single-family and multi-family customer accounts could improve water use efficiency. The ability to cross reference data will enable the design and execution of targeted conservation programs.

Also, WaterView will assist Oxnard to meet DWR's data accuracy for future reporting and provide critical data for the planning and implementation of actions to meet the system-wide Water Use Target by 2027.

Eagle was selected on a sole source basis because they are the only company that has developed this proprietary technology in cooperation with DWR. WaterView is designed to achieve the high-level of accuracy required by the State to meet the reporting requirements under the new state water conservation laws, SB 606 and AB1668.

After extensive evaluation of in-house options, the GIS team supports this project due to WaterView's high-resolution mapping and specialized algorithms that identify landscape types and spatial areas. Mike Shaffer, GIS Manager, has agreed to act as the Project Manager for the technical elements of the program to ensure data security and conformity. Water conservation staff will work together with GIS to coordinate all other elements of the project.

STRATEGIC PRIORITIES

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

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objective 5a. Develop and implement a sustainability plan.

Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

The total cost for this three-year purchase order with Eagle Aerial Solutions is $126,675. There is sufficient funding available in Fiscal Year 2020-21 within the Water Operating Fund (601-6010- 842.82-09) to cover the anticipated expenditures of $40,815. In subsequent fiscal years, funds will be requested in respective budgets from the Water Operating Fund (601).

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 13, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Omar Castro, Water Division Manager, Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. Eagle Aerial PO 7869
2. WaterView Product Description
3. Quote
4. NSS Form
5. Sole Source Justification

CITY OF OXNARD CALIFORNIA

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 007869

DATE: 10/15/2020

VENDOR PHONE: (714)754-7670
VENDOR FAX: ( ) -
VENDOR #: 23249
VENDOR ADDRESS: EAGLE AERIAL SOLUTIONS
3420 BRISTOL STREET
6TH FLOOR
COSTA MESA, CA 92626

SHIP TO: WATER DIVISION
251 S. HAYES AVENUE
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
11/30/2020	0000005128	09/09/2020	JAZMINE MOLLOY

FOB	ACCOUNT NUMBER	AUTHORIZED BY
	60160108468111	DANIEL WILLHITE

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
1	40,815.00 / DL	YEAR 1 OF 3 WATERVIEW SOFTWARE SUBSCRIPTION	1.0000	40,815.00

10/9/20 - NSS#_____ EXP 6.30.23
YEAR 2 42,930.00
YEAR 3 42,930.00
ADMIN BA TO SHIFT $41K FR 601-6010-842.8209

TOTAL PURCHASE AMOUNT **$40,815.00**

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase Order number above.

AUTHORIZED SIGNATURE. _____

ee to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage 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 coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
      ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
      iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
   a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
   b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
    a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
    b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
    c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
    d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

Product Description

WaterView is a water conservation and data management software developed by Eagle Aerial Photography Inc. Eagle Aerial Photography Inc. is the company that is currently conducting the statewide irrigated landscape measurement project for the California Department of Water Resources (DWR) through which approximately 12+ million residential parcels (including single & multi-family homes) across more than 400 water districts in the state are being measured and analyzed.

In parallel with the statewide project, Eagle Aerial Photography Inc., together with CalWEP, has custom designed and developed WaterView to help water professionals meet the efficiency and allocation requirements established under the new long term California water conservation legislation, SB606 & AB1668.

WaterView shall:

- Analyze total water allocation at the district and parcel level, in compliance with new DWR standards
- Determine use and efficiency from parcel level to district level on a continual basis
- Spot water use trends and track and manage over allocation users within each district
- Provide multi-part querying features that cross reference numerous data sets to provide granular insight to water use behavior in comparison with state regulations
- Aid in upcoming DWR reporting requirements
- Host high resolution aerial imagery plus the actual imagery used in DWR's study for the subscribers to access at any time
- Import and calculate daily evapotranspiration (ET) readings
- Supply detailed demographic data for further insight to the customer's water use behaviors
- Provide various GIS tools to zoom in/out, query by data (parcel, address, customer number, etc.), draw/measure and search and query by designated areas
- Give the subscribers the ability to integrate water use data from your district (using our customized data loader tool)

EAGLE AERIAL SOLUTIONS

Exclusive Provider of Irrigated Landscape Measurement Analysis for DWR

Contact Information:

City of Oxnard

251 S Hayes Ave

Oxnard, CA 93030

Michael Shaffer, MGIS

mike.shaffer@oxnard.org

(805) 200-5335

Eagle Aerial Solutions

3420 Bristol St, 6th Floor

Costa Mesa, CA 92626

Jazmine Molloy

jmolloy@eagleaerial.com

714.754.7670 x700

WaterView Portal Overview:

Thank you for your interest in using WaterView to help with your water efficiency efforts. By implementing WaterView, your district will get a head start on using the same portal that will be used as the DWR data is released. You will also have access to the premium features, tools and dashboard by integrating your water use data with WaterView.
The following sections are meant to provide information specific to your district:

# of Connections:	42,000
Pricing:	**3 Year Agreement**
Standard Retail Price:	$47,7000
10% CalWEP Discount:	($4,770)
Discounted Price:	**$42,930**
Initial Setup Fee:	$5,040 [One-Time Fee]
15% Pre-DWR Data Release Discount*	($7,155)
Annual Payment Sched	Y1: $40,815
	Y2: $42,930
	Y3: $42,930
Contract Total	**$126,675**

Annual Subscription and Renewal Rate: WaterView is an annual subscription, Software as a Service (SaaS). All CalWEP members will receive the **CalWEP Discount** for the lifetime of their WV subscription. *The 15% *"**Pre-DWR Data Release Discount**"* is extended only in year one of the agreement. If, for any reason DWR has not released the data to the district by year two of the agreement, a credit will be issued for the continued discount and may be applied at renewal or for additional services.

Water Use Data: Your district will be required to provide meter location and water use data to be imported into the WaterView portal. A Unique ID (UID) for the meter location must be used to tie the usage data to the meter address. Names do not need provided, unless your district would like to do direct mailings for outreach to target certain customers for incentives to become more efficient.

Feedback/Suggestions: By signing up prior to the DWR data integration and in the early stages of WaterView, Eagle would appreciate any feedback or suggestions to consider ways to improve the portal or overall user experience.

DWR Statewide Project: Eagle Aerial Solutions is the exclusive provider of irrigated landscape measurement analysis for the statewide DWR project. Approximately 12+ million single family and multi-family residential parcels across more than 400 water districts in the state are being measured and analyzed.

Why was WaterView developed? The WaterView platform was developed by Eagle at the request of CalWEP members to have tools and enhanced data to meet the efficiency and allocation requirements established under new California legislation, SB606 and AB1668. WaterView will analyze total water allocation at the parcel level, in compliance with the new DWR standards.

Aerial Imagery: Two different imagery layers will be available in WaterView;

- The 2018 1ft ortho imagery used in the DWR study [to be loaded as it becomes available]
- A default high resolution ortho data set that is automatically updated as new imagery becomes available.

How are parcel level allocation estimates The WaterView calculation for each parcel will be calculated using daily ET data specific to your district, standard indoor use of 55 gallons

calculated before the actual parcels in my district are measured as part of the DWR Project?

per person per day based on demographic data for that census block group, and an Intelligent Estimate for the outdoor allocation based on lot size.

The outdoor estimate will be based on a % of irrigable area that was calculated using real analysis/data from similar mapping projects recently completed by Eagle Aerial.

Once the DWR data becomes available, those actual outdoor allocation numbers will be used for each parcel.

Security of the WaterView Platform:

Eagle Aerial Solutions developed the WaterView portal in partnership with Digital Map Products, using their existing stable and robust online mapping technology. Digital Map Products has been providing mapping services for nearly 20 years to large enterprise and government customers including Zillow, Google, Apple, CBRE and the State of California. More than 350,000 users are accessing data from their platform daily to make informed decisions.

For more detailed information please refer to the full security statement:

https://www.eagleaerial.com/docs/waterview-security.pdf

Thank you again for your interest in WaterView! We look forward to working together on your district's water efficiency efforts.

-The Eagle Team

EAGLE AERIAL
SOLUTIONS

OXNARD CALIFORNIA

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

Purchasing requires written justification from the requesting department within the department explaining why this is the only source for the requirement. Please check the applicable box.

Definition

- ☐ **Negotiated Contract:** When no bids or no responsive bids are received/obtained, the purchasing manager is authorized to negotiate for written proposals without a formal solicitation process for a city contract.
  Formal/informal solicitation with one bid/proposal response received (Bid # and Close date):
- ☐ **Confidential agreement** for City Attorney and/or Chief of Police (backup docs may be redacted)
- ☑ **Sole Source:** Unique materials, supplies, equipment or services, which can be obtained from only one known source, proprietary equipment/technology, copyright, singular characteristics or performance capabilities or which have exclusive compatibility components with existing City products.
- ☐ **Single Source:** A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.
- ☐ **Urgent:** Informal or formal solicitations for supplies, equipment or services (except Public Projects) shall not apply in a situation in which, at the City Manager's discretion, does not permit obtaining price quotations or bids and public interest and necessity demand the immediate expenditure of public money to avoid harm to or safeguard life, health or property or to mitigate severe economic expenses. Provide the supporting documentation with a completed NSS form to the Purchasing Division of the urgent products/services with the City Manager's signature.

WRITTEN JUSTIFICATION

The below information is provided in support of my Department requesting approval for a negotiated or sole/single source (NSS form). (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.*)

1. Vendor Legal Business Name: Eagle Aerial Photography Inc.

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide to include: (Please check one or more of the options below)
   - ☑ Unique: e.g. Feature(s) that make the item/service unique and why you need this uniqueness.
   - ☐ Compatibility: e.g. Compatibility with or component of, an existing item; provide enough detail to demonstrate that compatibility is necessary.
   - ☐ Territory: Provide a letter from the Manufacturer that its' supplier/reseller holds a service contract and must supply parts to accomplish a contract.
   - ☐ Emergency order: No other supplier available at the time. (Must be declared by the City Manage/City Council).
   - ☐ Urgent: City Manager approves waiving the formal competitive solicitation, over $200,000
   - ☑ Proprietary purchase: No other supplier available. Provide verified evidence that the purchasing is truly proprietary. I.E. letter from manufacturer that their product is proprietary and that no other product on the open market exists.

3. The basis upon which the price/cost was determined to be fair and reasonable. The price justification to include: (Please check one or more of the options below)
   - ☐ Comparison to product catalog.
   - ☐ Comparison to similar product/service.
   - ☐ Published price lists.
   - ☐ Prices quoted are less than or equal to, that quoted to other governmental agencies.
   - ☐ Records of previously bid items that were similar.
   - ☐ Proven industry standard.

OXNARD

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

4. Provide a brief written explanation for this product/services.

Over the past year, Water Division staff and GIS Manager, Mike Shaffer, have been evaluating how the City will best manage the data required by different elements of the permanent water conservation laws (aka Making Water Conservation a California Way of Life). One of the early implementation tasks is the calculation of residential outdoor water use, which will be one component of the City's system-wide Water Use Target. To quantify this, the State Department of Water Resources (DWR) will be providing basic residential parcel-level square footage landscape estimates to every water supplier no later than Fall 2020. Oxnard's residential landscape square footage will be aggregated and DWR will soon define how much water is an efficient use to calculate the overall "residential outdoor water allocation." Urban water suppliers will have six months to verify the data and make the case to DWR for any changes to add square footage.

As the State's vendor to provide the basic landscape estimates to urban water suppliers, Eagle Aerial Photography Inc. has developed WaterView, a GIS-based mapping software for water suppliers to have tools and enhanced data to meet the efficiency and allocation requirements. This software incorporates high-resolution imagery data, demographic data to assess indoor water use, evapotranspiration data for outdoor water use, city water use data, and Eagle-generated accurate irrigated vegetation data.

For the verification process, having a WaterView software subscription will assist Oxnard in two ways: more granular data for each parcel (census, assessor information) to help us identify mistakes or situations that need resolution by DWR, and since WaterView can provide the data accuracy and in the format that the State will require, revisions can be supported. This will ensure that Oxnard has the right water allocation for residential outdoor consumption from the beginning.

Going forward, since WaterView can align actual water consumption by parcel, the system will also give us powerful tools to identify which households (and areas) are using more water than they should. The ability to cross reference data will enable us to design conservation programs to help customers use water more efficiently. In turn, this will assist Oxnard in meeting the system-wide Water Use Target by 2027.

After extensive evaluation of options, the GIS team supports this project. Mike Shaffer, GIS Manager, has agreed to act as the Project Manager for the technical elements of the program to ensure data security and conformity. Water conservation staff will work together with GIS to coordinate all other elements of the project.

5. Identify all costs for this requested purchase:

Product/Service Description:	Fiscal Year: 2020-21	Fiscal Year: 2021-22	Fiscal Year: 2022-23
One-Time Costs (Describe):	5,040		
Ongoing Costs (Describe):	35,775	42,930	42,930
Annual Total Costs: Add the total by year	40,815	42,930	42,930

6. Period of Performance:

OXNARD
CALIFORNIA

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

From:	September 2020	To:	September 2023	Or One-Time Purchase	

I HEREBY CERTIFY THAT:

1) I am an approved department representative, and am aware of the City's requirements for competitive bidding, as well as, the criteria for justification for negotiated contract/sole/single source purchase.
2) There is justification for a negotiated contract/sole/single source purchase noted above as it meets the City's criteria.

Department: Public Works - Water Requestor Name (Print Name): Omar Castro
Please print

Authorized Department Director or designee: /
Please print/sign name Date:

Below to be processed by Purchasing: ☐ **Approved or** ☐ **Denied**

Notes:

Purchasing Buyer: /
Under $25,000 Please Sign Date:

Purchasing Manager: Daniel Willhite /
Up to $100,000 Please Sign Date:

City Manager: Alexander Nguyen /
$100,001 to $200,000 Please Sign Date:

Mayor: Tim Flynn /
$200,001 + Please Sign Date:

Tracking number assigned by the Purchasing Department only.

Tracking #		Not to Exceed Amount:	$	FY:	

EAGLE AERIAL
SOLUTIONS

SOLE SOURCE JUSTIFICATION

WATERVIEW

You have asked that we provide information to support a determination that the Eagle Aerial team is the only company that can provide a software solution that integrates data in ways that supports district compliance with state mandated water efficiency standards. The WaterView solution described below meets this requirement.

In partnership with the California Water Efficiency Partnership, Eagle Aerial Solutions has developed WaterView, a web-based water efficiency software to assist districts in meeting the water efficiency goals that will be mandated by new state legislation (SB606 and AB1668), thereby avoiding significant fines that will be imposed upon districts that exceed their allocation.

In order to achieve these goals, a district needs to understand and track its progress in meeting the state's allocation requirements. And in order to attain the required district level efficiency, it needs to understand and manage the efficiency of its residential customers.

WaterView has been designed with input from many California water districts to, provide ACCURATE data in compliance with DWR requirements, integrate a variety of existing district specific data sets and facilitate effective retail customer efficiency campaigns and communication.

WaterView provides an easy-to-use, GIS-based mapping solution that incorporates imagery data, demographic data to assess indoor water use, ET data, district water use data, and Eagle-generated accurate irrigated vegetation data. It is the only software solution designed specifically to integrate all of this data AND provide detailed and accurate data essential to attain efficiency objectives. Its tools allow a wide range of up to date and historical performance analysis from the district level all the way down to individual parcel level. The data can be used to track performance in a variety of ways, measure the efficiency of water conservation efforts and communicate directly with customers in terms of their water efficiency trends. It even allows for comparisons of efficiency among similarly situated customers to encourage conservation by "social norming".

Eagle Aerial is able to assist districts with problems that often occur with the underlying data that is required in order to conduct the efficiency analyses. For example, land use designations from assessors are can be incorrect or are missing data, requiring analytic processes to address the issue. This incorrect or missing data can lead to your district receiving a lower allocation of water from the state. Multi-family metering and related parcel information problems require special approaches to assure DWR required data accuracy at the overall district and parcel level. These problems, if not addressed, not only can add to the inaccuracy of the efficiency assessments, they can, as mentioned above, lead to districts receiving a reduced allocation from the state. Eagle Aerial can assist in improving the land use, parcel data and related geographic issues so minimize these problems.

EAGLE AERIAL SOLUTIONS

IRRIGATED VEGETATION ANALYSIS

You have asked that we provide information to support a determination that the Eagle Aerial team is the only company that can provide the analytic and data management services you are seeking in connection with your water conservation efforts.

With respect to our irrigated vegetation analytic capability, Eagle and its partner, Quantum Spatial Inc., were chosen by the California Department of Water Resources on a sole source basis to conduct an irrigated vegetation analysis of all 12 million+ residential parcels in the State of California. This analysis is being done to provide district-level allocations which must not be exceeded by law in order to avoid fines.

The reason Eagle was chosen on a sole source basis is that Eagle is the only company that has developed the proprietary technology, in cooperation over many years with DWR, to achieve the standard of accuracy required by the State at the 90-95% level. This can be confirmed with Peter Brostrom who is the director of this DWR state-wide water conservation project. This level of data accuracy will be required as part of the reporting requirements under the new state water conservation laws, SB 606 and AB1668.

Our analytic approach has been designed by a team of PhD level, world class remote sensing professionals who, as part of the combined Eagle/Quantum team, have conducted sophisticated irrigated vegetation and remote sensing projects all over the world. This approach involves an automated process as the first step, followed up by sophisticated training data utilization to improve the accuracy using artificial intelligence. The data is then QC'd using efficient and proprietary statistical and manual techniques to generate the excellent accuracy required by the state.

There have been efforts by some districts (or their vendors) to conduct irrigated vegetation analysis using entirely or almost entirely automated processes. These processes have led to insufficiently accurate results which have been rejected by DWR.

Eagle has spent years developing sophisticated technical processes in conjunction with DWR that meet the guidelines established by DWR for accuracy. Eagle can guarantee that the data generated will meet the state standards because Eagle not only helped DWR develop the standards, but also created the proprietary technology to get there. That is the reason DWR chose Eagle and Quantum to conduct the statewide irrigated vegetation analysis on a sole source basis.

The process required to meet DWR standards is very complex. There is a need to engage in detailed data analytic processes using software, complex mathematical models. artificial intelligence, plus manual intervention and efficient QC processes to assure that the resulting data meets the accuracy specifications required by the state. Though our years of experience working with DWR and water districts, we have developed techniques to minimize false positives (such as designating California Oaks as irrigated) or false negatives (such as designating un-watered or partially dead lawns as non-irrigated). We have developed the ability to provide accurate irrigated determinations for areas that are often charatereized as not irrigated, such as grassy areas covered by trampolines, cars, portions of planter areas that are dirt rather than plants, etc.

Any district that seeks to conduct an irrigated vegetation analysis that will be accepted by DWR must address all of these issues in order to conduct a sophisticated and complex analysis to achieve the required level of accuracy required by DWR. As a result of our many years of work with DWR, we can guarantee that any irrigated vegetation analysis we conduct will meet the requirements established by DWR. This guarantee eliminates the risk that your district will waste money on an analysis whose data is rejected by DWR as not meeting their standards. This has already occurred with several water districts. Eagle's years of experience in addressing these complex issues, our pricing structure is extremely reasonable and budget conscious. .

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.10

DATE: November 17, 2020

TO: City Council

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

SUBJECT: Harbour Island Homeowners Association Donation to Waterways Zone 2 Harbour Island Assessment District.

RECOMMENDATION

That the City Council approve and authorize the Mayor and City Manager to:
1. Authorize Agreement A-8242 for the donation of $4,853.37 from the Harbour Island Homeowners Association towards the costs of water quality testing and analysis associated with the Channel Islands Water Quality; and
2. Approve a budget appropriation to recognize the donation and use of funds in the Waterways Zone 2 Harbour Island Fund (177).

BACKGROUND

On May 26, 1970, the Waterways assessment district was formed by Resolution 5,144 for the maintenance of waterways and landscape on public rights-of-way within Mandalay Bay. On August 25, 1987, by Resolution 9272, the City's Waterways Assessment District annexed Harbour Island. In 1996, Proposition 218 was passed, limiting the City's ability to increase assessments to maintain landscape and waterways maintenance districts throughout Oxnard. Since the passing of Proposition 218, Waterways Zone 2 – Harbour Island has been assessed the maximum amount available for costs associated with maintenance of the linear park surrounding the property and waterways maintenance services. This amount is $371.00 per parcel per year on 129 parcels for a total of less than $48,000.00.

DISCUSSION

In June 2018, the Channel Islands Harbor (Harbor) experienced a water quality degradation event after the closure of the Mandalay Bay Generating Station. Over the past two (2) years, the City has conducted a Nutrient Sink Study and performed on-going monitoring and analysis of water quality conditions using remote sensors located within the Harbor. Additionally, the City, members of the Channel Islands Neighborhood Council (CINC), and the Los Angeles Regional Water Quality Control Board have been working to institute a water monitoring program funded by the State of California's Surface Water Ambient Monitoring Program.

In August 2020, the districts located within CINC (Seabridge, Westport, Mandalay Bay, and Harbour Island) voted to allocate funding to support on-going water quality analysis within the third amendment to Agreement A-8093 with Aquatic Bioassay and Consulting Labs, Inc. (ABC Labs) for Fiscal Year 2020-21 in the amount of $88,243.00. The districts in CINC agreed to a funding split based on the acreage of the district waterways, with the City taking responsibility for the "General Benefit/Common Area" in the Harbor:

City	20.1%
Harbour Island	5.5%

Mandalay Bay	40.7%
Seabridge	23.4%
Westport	10.3%
TOTAL	100%

Due to the lack of available funding in the Waterways Zone 2 – Harbour Island assessment district, the Harbour Island Homeowners Association voted on August 27, 2020, to donate the $4,853.37 required for their 5.5% share of the $88,243.00 obligation.

STRATEGIC PRIORITIES

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

Objective 5b. Protect ocean and waterways

FINANCIAL IMPACT

The donated amount of $4,853.37 will be appropriated in revenue account 177-1606-581-7508 and expense account 177-1606-805-8209 in the Waterways Zone 2 - Harbour Island Fund. These funds will be applied in Fiscal Year 2020-21 towards the Third Amendment to Agreement A-8093 with ABC Labs and equates to 5.5% of the $88,243.00 Special District allocation for this agreement.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Jeri Cooper, Special Districts Project Manager, Adam Smith, Project Manager

ATTACHMENTS

1. Harbour Donation A-8242
2. Budget Appropriation - A-8242
3. Harbour Island HOA Meeting Minutes of 8-27-2020
4. Waterways Percentage Split Map
5. Special Districts Map

Agreement No. A-8242

CITY OF OXNARD
DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement") is entered into in Ventura County, California, on August 27, 2020. This Agreement is entered by and between the City of Oxnard ("City") and Harbour Island Homeowners Association ("Donor"), for good and valuable consideration, subject to the following terms and conditions:

SECTION 1. DONATION

Donor is (check and complete all that apply):

- ✓ donating $ 4,853.37 in a lump sum.
- ✓ donating $_____ in _____ (monthly, quarterly, etc.) payments of $_____ in _____ installments.
- ✓ donating the following (describe equipment):

- ✓ Donor prefers the City use the Donation for the following limited purpose(s):

Donation by Harbour Island Homeowners Association is to be specifically used for the purposes to satisfy 5.5% of expenses in the Third Amendment to A-8093 for Channel Island Harbor Water Quality Issue for Fiscal Year 2020-2021.

SECTION 2. BEHESTED DONATION

☐ If this box is checked this donation is being made at the behest of Council Member/Commissioner/City Staff Member _____.

If the Donation is being made at the behest of an elected official, the City shall notify the elected official that the elected official may be required to submit a Form 803 Behested Payment Report to the Fair Political Practices Commission.

SECTION 3. ADDITIONAL CONDITIONS

The City's acceptance of the Donation is subject to the conditions specified as follows:

1. Pursuant to California Government Code Section 37354, the City acknowledges that the Donation shall be used for a public purpose as described in **Section 1**.

2. The City shall provide Donor with a donation receipt indicating the amount of the donation or estimated value of goods or services donated within 30 days of receiving the Donation.

3. The City will make best efforts to use the Donation for the purpose(s) specified in **Section 1**. If it is impractical for the City to use the Donation for the purposes specified in **Section 1**, the City may use the Donation in any manner at its sole discretion and Donor has no right or obligation to control City's use of the donation.

4. Donor has not and will not receive any goods or services in exchange for the Donation and the City will not grant any extra consideration to the Donor in relation to City procurement, regulatory matters, or any other business, services, or operations of the City.

5. No Warranties. Donor(s), including its officers, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the Donated Equipment.

SECTION 4. COORDINATION

In connection with administering this agreement, Donor and City shall work through the following primary representatives:

	CITY OF OXNARD	DONOR
PRIMARY REPRESENTATIVE	Jeri Cooper, Project Manager	Lyn Taylor, Harbour Island Homeowners Association, Treasurer
ADDRESS	1060 Pacific Ave, Building 1 Oxnard, CA 93030	C/O Community Property Management (CPM), Karen Furnish, 751 E. Daily Drive, Suite 300, Camarillo, CA 93010
PHONE	805-200-5334	805-987-8945
EMAIL	Jeri.Cooper@Oxnard.org	Karen@cpm1.com
FAX	N/A	805-987-7906

Agreement No. A-8242

CITY OF OXNARD

Tim Flynn, Mayor — Date

ATTEST:

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

APPROVED AS TO FORM:

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

DONOR

Barbara L. Patotzka — Oct 22, 2020

~~Lyn Taylor~~, Treasurer — Date

Harbour Island Homeowners Assoc.

BARBARA L. PATOTZKA

REQUEST FOR BUDGET APPROPRIATION

Department: Public Work/Special Distri **Date:** November 17, 2020
Project/Program Manager: Jeri Cooper **Phone:** 805-200-5334

Reason for Appropriation:

Budget appropriation to Fund 177 Harbour Island Assessment District for the funds associate with Donation Agreement A-8424 to be utilized for Harbor Water Quality analysis under Agreement A-8093 with Aquatic Bioassay Labs Inc.

Accounts and Descriptions		AMOUNT
Fund: Waterways Zone 2 - Harbour Island		
Revenues/Transfers In		
177-1606-581-7508	MISCELLANEIOUS REVENUES/DONATIONS	4,853
	Sub-total Revenues	4,853
Expenditures/Transfers Out		
177-1606-805-8209	CONTRACTS AND SERVICES/OTHER-PROF	4,853
	Sub-total Expenditures	4,853
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**4,853**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

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

REQUIRES CITY COUNCIL AUTHORIZATION

HARBOUR ISLAND
CONDOMINIUM OWNERS ASSOCIATION
Board of Directors Meeting Minutes of August 27, 2020

1. Call to Order:
The meeting was called to order by President Greg Sanford at 3:00 p.m. via Zoom.

2. Roll Call:
Board Members Present:

Greg Sanford	President
Doug Garber	Vice President
Arlene Broslow	Secretary
Lyn Taylor	CFO
John Caine	Director

Homeowners Present:
Richard Drake
Tracy Autio Platt
Moonyeen Powers
Brian Martiniz
Devra Hodge
Devra Hodge
George Bregante
Winn Averbuck
Barbara Patotzka
Bill Sloan
LaVella Consiglio
Baz Patel
Cali Baxter
Laurie Singer
Jim McCarthy
Kristi Elzinga
Ron Consiglio

CPM Representatives:

Sheldon Chavin	Community Property Management
Karen Furnish	Community Property Management/Recording Secretary

3. Executive Session Announcement:
Greg Sanford thanked all the owners for participating. He stated that on August 27, 2020 the Board met and discussed member discipline and legal matters.

4. Motion Consent Calendar:
A motion was made by Arlene Broslow, seconded by Lyn Taylor to approve the Consent Calendar items A – C; the motion carried.

A. Approval of Minutes from Meeting July 23, 2020
Approval of the Rescheduled Annual Meeting Minutes from August 11, 2020

List of Committee Members

B. Financial Report for July 2020:

The Treasurer, Lyn Taylor, and President, Greg Sanford, have reviewed monthly for the operating and reserve accounts, the Bank statements and reconciliations, current year's actual income and expenses compared to the current year's budget, check registers, general ledger and delinquent assessment receivable report.

The Board of Directors approved future monthly expenditures by CPM on behalf of the Association, of $10,000 or more from either the operating or reserve account to pay, based upon the Association's approved budget, Board-approved contracts calling for monthly or progress payments and any other expenditures as required for the Association to operate.

Expenses Exceeding $10,000:

Operating & Reserve accounts: From July 14, 2020 through August 17, 2020

Board to ratify the following transfer:

- Check 200313 to ThyssenKrupp $17,238.00 quarterly service
- Check 100965 to HICOA for CD purchase $250,000.00

Board to approve the August reserve transfer: $45,368.66

*Cash balances for the period **ending July 2020**."*

	Operating Fund	Dock Fund	Reserve Fund
Ending Balance:	$51,513.02	$136,203.42	$2,654,389.86

C. Manager's Report: *Information only - No discussion or action necessary*

1. Repair & Maintenance Log
2. List of tenants occupied units
3. List of approved additional vehicle parking 2020
4. Correspondence
   Rescheduled Annual Meeting Results
5. Escrows:
   Open: 7/28/2020 – 1727 Emerald Isle Way
   8/5/2020 – 1727 Pearl Way
   8/8/2020 – 1743 Emerald Isle Way
   8/13/2020 – 4214 Harbour Island Lane
   Closed: 7/15/2020 – 4216 Harbour Island – Robert and Laurie Singer
   7/27/2020 – 4222 Harbour Island – Beverly Woodgrift
6. Phone Log:
7. Architectural Log: None

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5. Committee Reports:

Finance Committee: Lyn Taylor, Chair

Lyn Taylor made a motion to transfer $100,000 from Operating to the Marina Reserve account by moving $50,000 from the operating account and moving the Seacoast CD from operating.. The motion was seconded by Doug Garber and carried.

1. 10-year assessment history - reviewed
2. Comments from an owner - reviewed
3. CPM response to Finance Committee request – reviewed.

Maintenance Committee: John Caine, Chair

1. Maintenance Committee Minutes - August 11, 2020
2. The washing of the awnings will begin tomorrow.
3. Power washing of garage roofs. Underway. Proposal for backsides to be T&M

4. Color Match approved.
5. Doug Garber termite reports July
6. Proposal for entry operator frames & battery back-up. A motion was made by John Caine, seconded by Lyn Taylor to accept the proposal from First Class Access Gates at costs of $6,545 and $6,720. The motion carried.
7. Olympic Roofing proposal for repair garage leak $1,009. A motion was made by John Caine, seconded by Lyn Taylor to approve the bid. The motion carried.

8. Olympic Roofing proposal for repair z-bar flashing $3,597. A motion was made by John Caine, seconded by Arlene Broslow to accept the proposal; the motion carried.
9. A&R Carpet Care for 65 vents $4,875. Approved but postponed
10. Pearl Way duct
11. Linear Park proposal from Cleaning Lady for empty trash (dog waste containers) Three times a month $120. A motion was made by John Caine, seconded by Arlene Broslow to approve the bid; the motion carried.
12. Rick's Gate Works, Inc. bid
13. AMS proposal to wash awnings $8,500.00 – work begins Monday, August 31
14. Street slurry is being discussed as it will soon be five years since the last slurry was done. Some streets may need to be looked at for replacement.
15. New recycle bin will be put in place; the City is working on this.
16. The current bulletin board will be relocated (Board approved)

Elevator Sub-Committee: Devra Hodge, Chair
Devra Hodge reported that the committee has been working on short term and long-term plans to ensure that there are parts available for the 22 elevators that are not analog until they can be modernized. She believes that six sets of spare parts are needed during the modernization project. Devra Hodge recommended to the Board that the purchase of six sets be done.

1. Minutes from July 22, 2020
2. Alarm Bell. 11 of the 12 completed. The last one "on-hold" for owner
3. Elevator Modernization discussion
4. Organization chart for TK & MAX technology
5. Emails between Bob Saylor, Lyn Taylor, Rick Susaeta – info only

Architectural Committee: LaVella Consiglio, Chair.
LaVella Consiglio stated that her report has been submitted to the Board.

1. Architectural Committee Minutes – August 6, 2020
2. To:/From Harbour Island
3. To: Emerald Isle
4. To: Pearl Way
5. To: Emerald Isle
6. From: Harbour Island
7. To: Harbour Island
8. From: Pearl Way
9. To: Emerald Isle

Marina Committee: LaVella Consiglio, Chair
LaVella Consiglio reported that the two contracts with Bellingham Marina have been put in place; the first was to have a report on the condition of the HICOA Marina and the second for repairs and improvements. LaVella Consiglio asked that the Board approve $11,800 for work to be done by Bellingham Marina or by CPM Maintenance for add on work that needs to be done. A motion was made by Lyn Taylor, seconded by Arlene Broslow to approve the work to be done at a cost not to exceed $11,800; the motion carried.

LaVella Consiglio noted that there has been a marked increased activity of water activities and at this time, there are no boat slips left for leasing. The cost to rebuild are much higher than anticipated and the committee will be looking at competitive rates for the slip fee rentals and the rental fee may be increased in order to build up reserves and to be competitive with other slip rentals in the community.

1. Bellingham Marina Condition Report
2. Bellingham maintenance proposal $22,975.00
3. From to Slip 11
4. From slip 25 to slip 6

Landscape Committee: Greg Sanford, Chair
Greg Sanford reported that the trees were trimmed inside the gates during the last week or so. These were all of the non-palm trees. The palms will be done in November. The plastic light covers have been replaced throughout the interior of the complex, not on the Linear Park. The geraniums on the Linear Park was discussed looking at alternatives to make these areas look better. Harbor Landscape has been experimenting with geraniums by taking cuttings of the existing geraniums and transplanting the cuttings into the Linear Park as needed. He will continue to do this on the Linear Park at minimal costs to the HOA.

1. Landscape Committee Minutes – August 13, 2020
2. Tree trimming approvals.
3. HIOCA Bollard lights costs for replacing - approved

Pool Committee: Len Pugatch, Chair
Len Pugatch stated that the pool fountain and wall have been refinished and look good at this time. The County inspects the pool annually and the reports dating back to 2019 stated that a resurfacing of the pool and resurfacing of the deck were in need. An estimate for deck repairs at $8,500 was received to sand the deck in various areas as needed. The contractor's work has not been seen by the Pool Committee but some Board members may have visited some local pools that were completed by the vendor. The Committee asked that the Board approve a bid from Skinner to resurface the pool. Doug Garber stated that Skinner had done the re-plastering before and their work did outlast the warrantee. Doug Garber also stated that he had met with the contractor for the pool deck and was impressed with the work that had been done. The bid for the re-plastering is $18,443 by Skinner and the deck work is $8,500 by C & N Concrete Inc. The Committee recommended approval of both. A motion was made by Arlene Broslow, seconded by Lyn Taylor to approve both proposals; the motion carried.

1. Board to discuss possible re-opening of pool.
2. Request from Committee
3. Pool deck resurfacing

Safety Committee: Denise Sanford, and Krisi Elzinga Co-Chairs
Denise Sanford reported that the committee meets with 31 neighborhood communities and the fire department in a meeting called Ready and Resilient. She discussed what was shared during this meeting. She reported that while all 55 city parks were closed earlier this year due to COVID, except for the Linear Park, the others were just recently reopened. This may help alleviate the traffic at the Linear Park.

Arlene Broslow served ten years as building chair for Bldg. G. She will be replaced by Sam Judis. There were three garages left open in August and seven open in July. Owners need to be sure to keep their garages closed at night.

The next meeting will be September 9 via Zoom and all owners are welcome to participate.

Social Committee: Sam Judis, Joyce Gelsinger and Kristine Boctor: Co-Chairs
Members of this committee were not present and no report was provided.

Channel Island Neighborhood Council "CINC": Greg Sanford, Chair
Greg Sanford and George Bregante reported on this CINC group which is made up of the four HOAs (Seabridge, Westport, Mandalay Bay and Harbour Island) that are on the water at the Channel Islands Harbor. A member of each Association Board sits on the CINC Board to discuss issues in common. The number one topic is the condition of the water that occurred with the power plant was shut down. The City of Oxnard has been paying to monitor the condition of the brown water. The annual cost for monitoring the water is $88,243.00. The City has stated they do not have the funds to continue monitoring. They will pay $15,000 toward monitoring but the four associations will need to come up with the balance. The other three have agreed to pay their portion (based on the number of parcels (Seabridge 542, Westport 321, Mandalay Bay 747 and Harbour Island 129). Harbour Islands share is $4,853.00.

A motion was made by John Caine, seconded by Doug Garber to proceed with the Committee's recommendation. The motion carried 3/2 with Arlene Broslow and Lyn Taylor opposed.

Directory & Rules Committee: Ron Consiglio, Chair
No report at this time.

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6. New Business:

A. Violation Log:
None.

B. Delinquent Report:
No action required.

C. Additional recycle trash bin and information on existing issues.
A third recycler has been ordered and once available, the City will put one in place. During this time, it was discovered that HICOA had been paying for one recycler rather than two which means that the reduced rate for the recycler vs the cost of a regular trash bin needs to be recovered. This is in process at this time.

D. Bid for Inspection to Comply with SB 326:
Inspection must be completed by January 1, 2025 in accordance with SB 326 with inspections to be done every nine years. A bid from B2R for inspection $35,000. Two additional proposals were received and will be sent to the Board. The finance committee will be looking at the bids and looking at funding the inspections with the next reserve study to be done.

E. Email from Owner:
The email requested to know the results of a flooring sound test. This test was paid for by an individual and not the association thus the report belongs to the owner and if made available, it needs to be made available from the owner and not the association.

F. Complaint from owner:
This has been resolved and there is no issue at this time.

G. Gate Closed on Vehicle:
The entrance gate closed on a vehicle causing $2,239.67 in damages. The Board unanimously agreed to reimburse the vehicle owner for the damages.

7. Unfinished Business:

A. None.

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8. Homeowner Discussion:

Moonyeen Powers stated that she concurred with Lyn Taylor's comment on how the HOA is taking over what the City had been taking care of such as water, trash removal, etc. She is concerned about the maintenance of the germaniums and using the association's landscaper for maintaining landscape on the Linear Park.

Natasha Patel thanked Lyn Taylor for saying that the homeowners should be approached on what the HOA does as the HOA has been assuming more and more responsibility. She asked what individual owners who are on the water contribute or is it just the HOA's that pitch in.

Cali Baxter agreed that the number of charges coming to HICOA from the city are numerous and the HOA needs to have a referendum on the ballot for the owners to vote for or against as a tax and that this be done to all units on the water.

Greg Sanford stated that he recalls the City attending a meeting at HICOA and a power point presentation was provided. The maintenance was then reduced to once a month and water was shut off. The linear park looked bad and the HOA had to step in in order to make the park look good again. The paid for the water as an emergency item. The city then announced that the trimming of the palms would not be trimmed ever. The HOA must now trim the palms if the palms are to be done.

Tracy Platt stated that she was woken up at 2:15 a.m. by people in the Linear Park and this is a problem. Greg Sanford stated that he was unaware that he lived on a public park when he purchased his HICOA home but the City of Oxnard calls the shots on the Linear Park. The City decides if bikes are permitted and if the park is open and how long the park is open (i.e.: dusk to dawn). This is the one park that is on the water. He stated that he too has heard the noise at 2:00 a.m. especially on Friday and Saturday nights.

LaVella Consiglio stated that it is unfortunate that the City has the Linear Park and the question is do the homeowners wish to pay to keep it up or let it go in an attempt to have the City restore it. She said that it should be kept up so that owners can enjoy their view and the land.

The Board will continue to work on this matter of the Linear Park maintenance.

Tracy Platt suggested that the light bulbs be removed from the lights at night. She would not like to see people fall at dark but does not wish to have people making noise so late at night.

Devra Hodge stated that most homes at HICOA face the Linear Park and the value of the homes at HICOA depends on the appearance of the Linear Park. When it is brown and ugly, the value of our homes decreases.

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9. Next Meeting/Adjourn: Next Regular Meeting is scheduled for Thursday, September 24, 2020 at 3:00 p.m. in the Clubhouse.

The meeting was adjourned at 5:05 p.m.

HARBOR SURFACE AREA BY DISTRICT

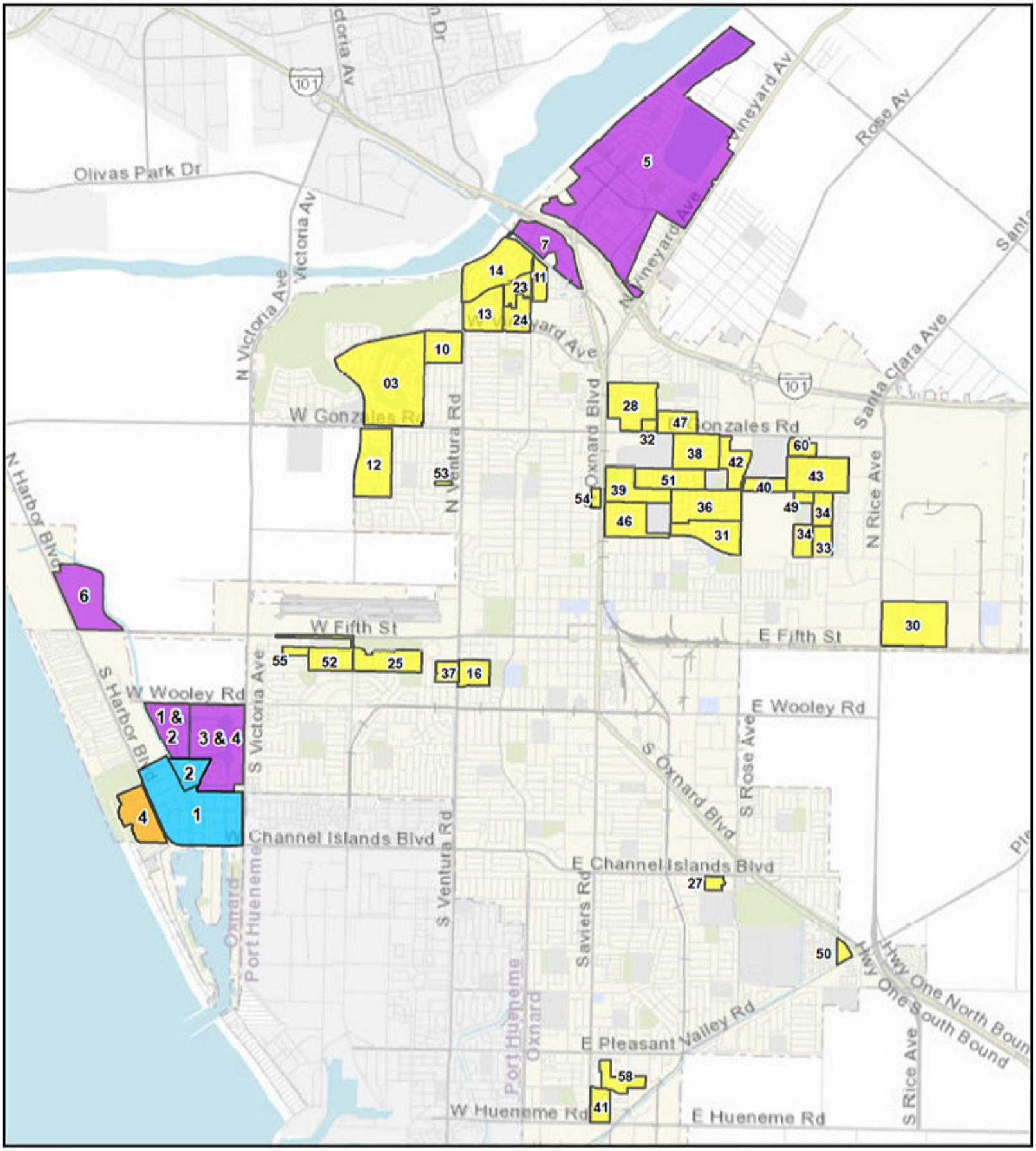
ITEM #K-10

Created by:
CITY OF OXNARD CALIFORNIA
Geographic Information Systems Division
August 2020

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The City does not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of this map and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

Data Source:
City of Oxnard GIS Division
County of Ventura GIS Program

CITY OF OXNARD ASSESSMENT DISTRICTS



Maintenance Assessment District (District No.)

Community Facilities District (District No.)

Waterway Assessment District (Zone No.)

Landscape Maintenance District (District No.)

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.11

DATE: November 17, 2020

TO: City Council

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

SUBJECT: Grant Applications for FEMA's Building Resilient Infrastructure and Communities (BRIC) Program.

RECOMMENDATION

That the City Council adopt resolutions:
1. Authorizing the City Manager to submit applications for $29,905,000 in grant funds to the California Governor's Office of Emergency Services (Cal OES) to be used for the Mandalay Bay Seawalls Structural Retrofit Project, the Arterial Street Cast Iron Pipe and Asbestos Pipe Replacement Project, the 45-inch Diameter Water Transmission Main Replacement Project, and the Data Center for Disaster Recovery Project (each grant will cover 75% of the total project cost and have a match requirement of 25% of total project cost); and
2. Authorizing the City Manager or the Public Works Director to execute grant agreements and provide the assurances and agreements required by Cal OES pertaining to open and future disaster assistance grants for a period of three years.

BACKGROUND

The Building Resilient Infrastructure and Communities (BRIC) grant program supports states, local communities, tribes and territories as they undertake hazard mitigation projects, reducing the risks they face from disasters and natural hazards. BRIC is a new Federal Emergency Management Agency (FEMA) pre-disaster hazard mitigation program that replaces the existing Pre-Disaster Mitigation (PDM) program.

DISCUSSION

The BRIC grant funding that the City is applying for is subject to a competitive process. In California, the California Office of Emergency Services (Cal OES) is responsible for identifying program priorities, reviewing applications and forwarding recommendations for funding to FEMA. FEMA has final approval for activity eligibility and funding. Cal OES has reviewed the City's notices of intent to apply for grants (NOIs) that were submitted to them in September of 2020, and the City has been approved to submit the following full applications to be considered for BRIC funding. The earliest fiscal year in which the grant funds and corresponding City match would be spent is FY 2021-22.

1. Mandalay Bay Seawall Retrofit: This project appears on page 93 ("Mandalay Bay Seawalls") of the Adopted 2020-25 Capital Improvement Program document. The proposed project involves the survey work, structural and retrofit design, procurement, and construction necessary to structurally retrofit the seawalls at the Mandalay Bay development. The project will contribute to the protection of some of the 743 residential properties impacted by the 7.8 miles of seawalls that could be affected by an earthquake.

Federal Requested Share (75%): $4,000,000
Applicant Match (25%): $1,333,333
Total Activity Cost: $5,333,333

Source of City match: 50/50 split between the Waterways – Zone 1 ($666.6K) and the General Fund ($666.6K) - Either at the time of grant award, or during the budget process, staff will return to City Council with a Request for Budget Appropriation for the City match for this project.

2. Arterial Street Cast Iron Pipe and Asbestos Pipe Replacement Project: This project appears on pages 204 ("Arterial Street Cast Iron Pipe Replacement") and 205 ("Asbestos Concrete Water Pipe Replacement") of the Adopted 2020-25 Capital Improvement Program document. The proposed project increases the level of protection of the City's potable water distribution system. The project will reduce seismic-related failure of the most critical arterial lines that provide potable water to the City of Oxnard's residents and customers. The mitigation action removes and replaces 11,890 feet of cast iron potable water mains of various sizes with PVC pipe ranging from 10-inch to 14-inch where a Cast Iron Pipe (CIP) currently exists.

Federal Requested Share (75%): $3,075,000
Applicant Match (25%): $1,025,000
Total Activity Cost: $4,100,000
Source of City match: Water Fund - Either at the time of grant award, or during the budget process, staff will return to City Council with a Request for Budget Appropriation for the City match for this project.

3. 45-inch Diameter Water Transmission Main Replacement Project: The proposed project increases the level of protection of the region's potable water supply and protects the U.S. Route 101 interregional highway that is critical as a lifeline for residents, industry, and national defense, including the region's military installations. The project will prevent seismic-related failure of the 45" transmission line of State Water Project water that provides potable water to a population of approximately 245,000 and runs directly under U.S. Route 101 where the pipeline has been identified among the highest vulnerability, criticality, and risk of the City of Oxnard's water distribution lines. The mitigation action will install 17,500 ft of 45-inch diameter Cement-Mortar Lined and Coated Welded Steel Pipe (CML&C WSP) pipe where a 45-inch diameter Concrete Cylinder Pipe (CCP) currently exists. This is a critical segment of infrastructure that would have been prioritized beyond the five-year CIP due to the project cost, if not for this grant opportunity.

Federal Requested Share (75%): $22,500,000
Applicant Match (25%): $7,500,000
Total Activity Cost: $30,000,000
Source of City match: Water Fund - Either at the time of grant award, or during the budget process, staff will return to City Council with a Request for Budget Appropriation for the City match for this project.

4. Data Center for Disaster Recovery Project: This project appears on page 69 ("Data Center for Disaster Recovery") of the Adopted 2020-25 Capital Improvement Program document. The proposed project will construct a secondary data center for the City's computer and electronic data including an emergency backup generator. A data center designed specifically for disaster recovery would ensure continued use of basic systems in case of a major power outage. The proposed mitigation action will ensure that flows of vital data and communications are unrestricted and safe following any prolonged power outage caused by a natural disaster.

Federal Requested Share (75%): $330,000
Applicant Match (25%): $110,000
Total Activity Cost: $440,000
Source of City match: Information Technology Fund - Either at the time of grant award, or during the budget process, staff will return to City Council with a Request for Budget Appropriation for the City match for this project.

STRATEGIC PRIORITIES

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

Goal 3. Ensure Funding is adequate to meet the goals of the master plans.

Objective 3a. Maximize funding sources.

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

Objective 4a. Implement CIP plans.

Objective 4b. Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

The total cost for all four (4) projects is $39,873,333 of which $29,905,000 is being requested in grant funds in this grant application. The Building Resilient Infrastructure and Communities Grant Program requires a minimum 25 percent local cost share (City match) of the total project cost (the State does not contribute to local cost share) as described in this staff report which amounts to $9,968,333 in total. Upon grant award, staff will return to City Council to recognize the grant award, identify match funding, and appropriation for the grant and match requirement for each respective project.

Project Description	**Federal Grant Share (75%)**	**City Match Share (25%)**	**Total Project Cost**
Mandalay Bay Seawall Retrofit	$4,000,000	$1,333,333	$5,333,333
Arterial Street Cast Iron Pipe and Asbestos Pipe Replacement	$3,075,000	$1,025,000	$4,100,000
45-inch Diameter Water Transmission Main Replacement	$22,500,000	$7,500,000	$30,000,000
Data Center for Disaster Recovery	$330,000	$110,000	$440,000
TOTAL	**$29,905,000**	**$9,968,333**	**$39,873,333**

COMMITTEE OUTCOME

This item did not originate in Committee. The grant timeline did not allow enough time to go to both Committee and Council.

Prepared by: Eric Humel, Grants Specialist, Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Attachment A - Applicant Agent Resolution HMGP - BRIC + ADA Compliant_Oxnard
2. Attachment B - Resolution_City

PRINT RESET

State of California
CALIFORNIA GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Cal OES 130
Cal OES ID No: _____

DESIGNATION OF SUBRECIPIENT'S AGENT RESOLUTION

Hazard Mitigation Grant Program and Building Resilient Infrastructure and Communities

BE IT RESOLVED BY THE City Council (Governing Body) OF THE City of Oxnard (Name of Applicant)

THAT City Manager (Title of Authorized Agent),

OR Public Works Director (Title of Authorized Agent),

OR _____ (Title of Authorized Agent),

is hereby authorized to execute for and on behalf of the City of Oxnard (Name of Subrecipient), a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Oxnard (Name of Subrecipient), a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the California Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

☑ This is a universal resolution and is effective for all open and futures Grants up to three (3) years following the date of approval below.

☐ This is a Grant specific resolution and is effective for only:
Grant name/number(s) _____

Passed and approved this _____ day of _____, 20_____.

_____, Mayor
(Name and Title of Governing Body Representative)

_____, Councilmember
(Name and Title of Governing Body Representative)

_____, Councilmember
(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____ (Name), duly appointed and City Clerk (Title) of City of Oxnard (Name of Applicant), do herby certify that the above is a true and correct copy of a Resolution passed and approved by the City Council (Governing Body) of the City of Oxnard (Name of Applicant) on the _____ day of _____, 20_____.

Signature: _____ Title: City Clerk

Cal OES 130 (Rev.9/17/20)

Cal OES Form 130 Instructions

A new Designation of Subrecipient's Agent Resolution is required if the previously submitted document is older than three (3) years from the last date of Board/Council approval.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the individual or group responsible for appointing and approving the Authorized Agents. Examples include: Board of Directors, City Council, Board of Supervisors, etc.

Name of Subrecipient: This is the official name of the non-profit, agency, city, county or special district that has applied for the grant. Examples include: City of Sacramento; Sacramento County; or Los Angeles Unified School District.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants applied for by the Subrecipient. There are two ways of completing this section:

1. Titles Only: If the Governing Body so chooses, the titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency (e.g.; City Clerk, the Authorized Agent, Secretary to the Director) and does not require the Governing Body's signature.
2. Names and Titles: If the Governing Body so chooses, the names and titles of the Authorized Agents should be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving board members. Examples include: Chairman of the Board, Superintendent, etc. The names and titles cannot be one of the designated Authorized Agents.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval. Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person cannot be one of the designated Authorized Agents to eliminate "Self Certification."

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE CITY MANAGER AND PUBLIC WORKS DIRECTOR TO SUBMIT AN APPLICATION FOR FEDERAL AND/OR STATE ASSISTANCE

WHEREAS, City Council Resolution No.12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Public Works Department has requested that City Council approve the submittal of applications to the California Governor's Office of Emergency Services for $29,905,000 in Building Resilient Infrastructure and Communities (BRIC) Grant Program funds to be used for the Mandalay Bay Seawalls Structural Retrofit Project, the Arterial Street Cast Iron Pipe and Asbestos Pipe Replacement Project, the 45-inch Diameter Water Transmission Main Replacement Project, and the Data Center for Disaster Recovery Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oxnard that the City Manager and Public Works Director are hereby authorized to execute for and on behalf of the City of Oxnard, a public entity established under the laws of the State of California, these applications and to file them with the California Governor's Office of Emergency Service for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act, per the State of California Governor's Office of Emergency Services form Cal OES 130 (attached hereto and incorporated herein as Attachment A). The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims; and the Director of Public Works or his or her designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS _____ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.12

DATE: November 17, 2020

TO: City Council

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

SUBJECT: Channel Islands Beach Community Services District Third Amendment for Wastewater Transportation and Treatment Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement A-7864 with Channel Islands Beach Community Services District to extend the term from December 31, 2020 to December 31, 2022 for wastewater transportation and treatment services. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

The Oxnard Wastewater Treatment Plant (OWTP) provides wastewater treatment services to residents of Oxnard, Port Hueneme, Channel Islands Beach Community Services District (Channel Islands), Ventura County Naval bases, El Rio, Nyeland Acres, Los Posas Estates, and other unincorporated Ventura County areas. The OWTP treats approximately 20 million gallons of wastewater per day (MGD) and has a rated capacity of 31.7 MGD.

Channel Islands provides utility services to the unincorporated neighborhoods of Hollywood Beach, Hollywood by the Sea, Silverstrand Beach, and several Ventura County owned parcels adjacent to Channel Islands Harbor.

On May 17, 2016, the City of Oxnard approved agreement A-7864 with Channel Islands for wastewater treatment and transportation. Under agreement A-7864 both parties agreed to keep the terms and conditions set forth by predecessor Agreement A-6680 except the terms and conditions that are contrary or inconsistent to A-7864. The purpose of the agreement was to engage in good faith negotiations to finalize a new wastewater treatment and transportation agreement.

As of February 5, 2019, the City of Oxnard has amended A-7864 twice for the purpose of continuing good faith negotiations with Channel Islands. During this time, a study by a third party consultant was completed. The study evaluated a number of alternatives that met the goals of a future agreement, namely to: (1) simplify the agreement; (2) promote fairness; (3) provide transparency; (4) eliminate back and forth payments between the agencies; and, (5) align infrastructure ownership with the source of wastewater. The recommendations of the study provide the basis for a new agreement.

DISCUSSION

Under the current agreement, Channel Islands reimburses the City of Oxnard for the treatment of wastewater received at the OWTP on a quarterly basis based on the Oxnard regional formula rate in Ordinance No. 2907. In return, Oxnard reimburses Channel Islands for the use and maintenance of sewer lines within their jurisdiction on a quarterly basis based on the single family residential rate in Ordinance No. 2917. A primary goal of a new sewer use agreement is to eliminate the two-way interagency billing between Oxnard and Channel Islands. The implementation of the study

recommendations will result in a single sewer bill from Oxnard to Channel Islands.

As previously stated, the recommendations of the study included transfer of ownership of sewer infrastructure, metering all flows, realignment of service districts, inclusion of industrial pretreatment program requirements, and the basis for billing. To meet the requirements of the recommendations, more time is needed to negotiate the details of a future sewer use agreement between both agencies.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost for this two year extension with Channel Islands Beach Community Services District is $1,990,078.70, with a cost of $497,519.68 in Fiscal Year 2020-21. This cost will be funded using existing appropriations from the Wastewater Operating Fund (611-6103-844-8269). The remaining contract balance will be requested in subsequent fiscal year budgets.

Channel Islands Beach Community Services District A-7864 Expense Agreement 611-6103-844-8269			
Division	Period	Spending Plan	Contract Value
Wastewater	January 1, 2021 to June 30, 2021	$497,519.68	$497,519.68
Wastewater	July 1, 2021 to June 30, 2022	$995,039.35	$1,492,559.03
Wastewater	July 1, 2022 to December 31, 2022	$497,519.68	$1,990,078.71

The revenue for this two year extension with Channel Islands Beach Community Services District is $1,860,415.68, with $465,103.92 to be received in Fiscal Year 2020-21. This revenue is budgeted in the Wastewater Treatment Fund (621-6202-613-7686).

Channel Islands Beach Community Services District A-7864 Revenue Agreement 621-6202-613-7686			
Division	Period	Revenue Plan	Contract Value
Wastewater	January 1, 2021 to June 30, 2021	$465,103.92	$465,103.92
Wastewater	July 1, 2021 to June 30, 2022	$930,207.84	$1,395,311.76
Wastewater	July 1, 2022 to December 31, 2022	$465,103.92	$1,860,415.68

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 27, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jan Hauser, Wastewater Division Manager, Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. Channel Islands Beach - A-7864 (A3)
2. Original A7864 and A6680 First & Second Amendments (hyperlink)

Agreement No. A-7864

THIRD AMENDMENT TO AGREEMENT FOR WASTEWATER TRANSPORTATION AND TREATMENT

This Third Amendment ("Third Amendment") to the Agreement for Wastewater Transportation and Treatment ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Channel Islands Beach Community Services District, a community services district formed pursuant to California Government Code section 61000 *et seq.* ("Channel Islands"). This Third Amendment amends the Agreement entered into on May 17, 2016, by City and Channel Islands. The Agreement previously has been amended on November 30, 2016, by a First Amendment, and on February 5, 2019, by a Second Amendment.

City and Channel Islands agree as follows:

1. Throughout the Agreement, the date "December 31, 2020," is replaced with the date "December 31, 2022."

2. Section 11 of the Agreement is amended to state:

"The Parties shall engage in good faith negotiations to finalize a new wastewater treatment and transportation agreement that will supersede this Agreement with the intent of executing a new agreement on or before December 31, 2022. The Parties shall develop a schedule for the time period between December 31, 2020, and December 31, 2022, for the purpose of engaging in such negotiations and finalizing the new agreement. The Parties shall attempt to adhere in good faith to that schedule."

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

[Signatures on next page]

Agreement No. A-7864

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

CITY OF OXNARD

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

CHANNEL ISLANDS BEACH
COMMUNITY SERVICES DISTRICT

Robert Nast, Board President[2] Date

John Matthews, General Counsel Date

Peter Martinez, General Manager Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

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

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

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

Original A-7864 and A-6680 - First and Second Amendments

https://oxnardca.civicclerk.com/Web/GenFile.aspx?ad=5178

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.13

DATE: November 17, 2020

TO: City Council

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

SUBJECT: Amendment of Designated Heavy Container (Oversized Vehicles) Corridors.

RECOMMENDATION

That the City Council adopt a resolution, pursuant to Oxnard City Code Section 19-242, amending the list of Routes that may be used for transportation of Heavy Containers by adding the following road segments:
1. Fifth Street from Rose Avenue to Rice Avenue;
2. Rose Avenue from Third Street to Fifth Street;
3. Third Street from Juanita Avenue to Rose Avenue.
(Public Works and Transportation Committee approved 3-0)

BACKGROUND

In April of this year the City received a request from the Port of Hueneme to consider modifications to its Oversized Vehicle Corridor Route designations to allow for additional access to areas that Port businesses occupy within the City. The main focus of this request was to establish connection from the existing heavy route corridor along Rice Avenue to the Chiquita Fresh and Lineage Logistic facilities on Third Street. Hueneme Road and Rice Avenue already exist as heavy container routes designated by the City. Fifth Street, Rose Avenue and Third Street are not currently designated for the permitting of oversized or overweight vehicles however Fifth Street and Rose Avenue are on the City's Truck Route system.

Staff has reviewed this request and recommends Council revise the Oversized Vehicle Route designations to include these streets for use by businesses located along Third Street when transporting legal overweight loads.

DISCUSSION

The California Vehicle Code (CVC) establishes the maximum allowable transportation weight per tire for vehicles on public streets and highways. On occasion, vehicles, and more specifically trucks, need to exceed these weights in order to conduct business and gain access either through the city or to existing businesses within. These vehicles are considered "overweight vehicles" and are regulated by both State and City codes. Sections 19-241 through 19-250 of Division 3, Article III of Chapter 19 of the Oxnard City Code (OCC) establishes regulations for the permitting, restriction and designation of overweight vehicles and routes within the city of Oxnard. Specifically, Sections 19-241 and 19-242 establish requirements for permitting of overweight vehicle and the designation of city streets for their use:

SEC. 19-241. SPECIAL PERMIT REQUIRED.

No person shall operate or move an overweight vehicle upon city streets or highways except pursuant to a special permit issued under the provisions of this division. A special permit shall be required for each overweight vehicle to be operated

or moved on city streets or highways. Notwithstanding the foregoing, a person shall not be required to obtain a special permit pursuant to this division if they are required to obtain a city permit for a vehicle whose height, length or width exceeds the maximum specified in the California Vehicle Code, have obtained the permit and the permit is currently valid.

SEC. 19-242. DESIGNATED STREETS.

The city will only issue a special permit for operation or movement of an overweight vehicle upon designated streets. Designated streets shall be established by a resolution of the city council.

Section 19-242 establishes that the designation of routes to be used by overweight vehicles is set by resolution of the Council. Trucks needing to transport loads on City streets that exceed the maximum allowable weight must obtain a City permit, pay applicable fees, and comply with all terms and conditions associated with the permit.

The City last updated the overweight vehicle routes within the City on April 19, 2016. As part of that action, the Council adopted Resolution 14,909 which added the loop of Camino Del Sol, Kinetic Drive and Sturgis Road east of Rice Avenue into the oversize road network (see Attachments 2 and 3).

This current request for amendment of routes into the overweight roadway system is similar in nature to the action taken in 2016 and is a result of businesses along Third Street proactively requesting that the permitting process administered by the City be used to regulate their transport of large loads. Based upon discussions with the Port, neither Chiquita Fresh nor Lineage Logistics currently transport overweight loads to their facilities however they have expressed a desire to do so occasionally when the need arises.
Attachment 4 shows the proposed route modifications and businesses located along Third Street that will be serviced by these changes. Under the proposed revised routes they would be able to do this after acquiring a valid Oversize Transportation Permit from the City that restricts their access to only those roads on the oversized route system.

Staff reviewed the condition of the three streets proposed as part of this recommendation. Based upon discussions with the Port, the expected utilization of these streets by heavy vehicles is low. Third Street and Rose Avenue are in satisfactory condition to accommodate the occasional use by overweight trucks that is anticipated under this request. Vehicle sound and volume reductions may be experienced since any overweight load going to or from these facilities is currently being split into multiple vehicles.

Fifth Street is scheduled to receive a significant pavement upgrade as part of the Thin Maintenance Overlay project currently under construction in September/October. When complete, Fifth Street between Rose and Rice will be able to accommodate the heavier vehicles. Staff will monitor the street conditions to determine if any negative effect occurs as part of this route modification.

CEQA REVIEW

Staff has reviewed this item and concludes that it is ministerial in nature and does not require CEQA Review. Rose Avenue from Third Street to Fifth Street, and Fifth Street from Rose Avenue to Rice Avenue are adopted Truck Routes within the City. Additionally, trucks may use Third Street to access local businesses for pick up and drop off of goods and materials.

Because businesses in this area can already obtain permits for oversize delivery along the identified streets, the proposed designation of these streets for use by overweight vehicles merely clarifies shortest vehicle path requirements already in existence by State and City permitting requirements. In essence adopting the new designations will not affect the physical environment.

STRATEGIC PRIORITIES

This agenda item supports the Economic Development Strategy. The purpose of the Economic Development Strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 2. Enhance business development throughout the City.

Objective 2a. Improve relationships and communication between the City and the business community.

Goal 4. Implement a "one stop shop" effort at the City's Service Center.

Objective 4a. Streamline internal process to ensure government efficiencies.

FINANCIAL IMPACT

Approval of this recommended action will result in some minor and incidental costs for changes in route signage along the corridors. This cost which includes labor and materials is estimated to be approximately $2,500 and will be funded from existing appropriations in the RMRA Fund 185 for Public Works Road and Signal Maintenance Project (203009) for use in FY 2020-21.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 27, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Timothy Bochum, City Traffic Engineer, Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Resolution
2. Resolution 14909 - 04-19-2016
3. Existing Overweight Vehicle Routes
4. Proposed Overweight Routes

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DESIGNATING CERTAIN CITY STREETS FOR THE OPERATION AND MOVEMENT OF OVERWEIGHT VEHICLES.

WHEREAS, the City Council adopted Ordinance No. 2871, on July 30, 2013, which requires that all persons wishing to operate or move an overweight vehicle on designated City streets and highways obtain a special permit; and

WHEREAS, Oxnard City Code ("OCC") section 19-242 provides that designated City streets and highways shall be established by resolution of the City Council; and

WHEREAS, on April 19, 2016 the City Council adopted Resolution No. 14,909 designating the following streets for the operation and movement of overweight vehicles:

1. Hueneme Road from the westerly City limits to easterly City limits.
2. Arcturus Avenue from Hueneme Road to McWane Boulevard.
3. Rice Avenue from southerly City limits to the 101 Ventura Freeway.
4. Camino Del Sol between Rice Avenue and Kinetic Drive.
5. Sturgis Road between Rice Avenue and Kinetic Drive.
6. Kinetic Drive between Camino Del Sol and Sturgis Road.

WHEREAS, there are certain businesses in the city, and more specifically along Third Street west of Rose Avenue who have indicated they may need to occasionally conduct vehicles with overweight loads to and from their facilities and are allowed under existing State law to do so; and

WHEREAS, Rose Avenue from Third Street to Fifth Street and Fifth Street from Rose Avenue to Rice Avenue are adopted Truck Routes within the City and that trucks may already use Third Street to access local businesses for pick up and drop off of goods and materials; and

WHEREAS, the City seeks to identify and clarify the shortest path required to serve these operations to and from the existing designated routes for Oversized Vehicles, and expedite permits that may be required for these operations.

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

SECTION 1. Overweight Street Designation. The following City streets and highways, or portions of the same, are hereby designated to be a part of the City's overweight vehicle corridors pursuant to section 19-242 of Division 3 of Article III of Chapter 19 of the OCC, as it shall be amended and renumbered from time to time, and added to the list of streets and highways, or portions of the same, previously designated in Resolution No. 14,909, which Resolution remains in effect:

7. Third Street between Juanita Avenue and Rose Avenue
8. Rose Avenue between Third Street and Fifth Street
9. Fifth Street between Rose Avenue and Rice Avenue

SECTION 2. Exemption from CEQA. The City Council finds that this action is exempt from CEQA because it is ministerial in nature because businesses in this area can already obtain permits for oversize delivery along the identified streets and designation of these streets for use by Overweight Vehicles merely clarifies shortest vehicle path requirements already in existence by State and City permitting requirements.

PASSED and ADOPTED this_____day of_____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

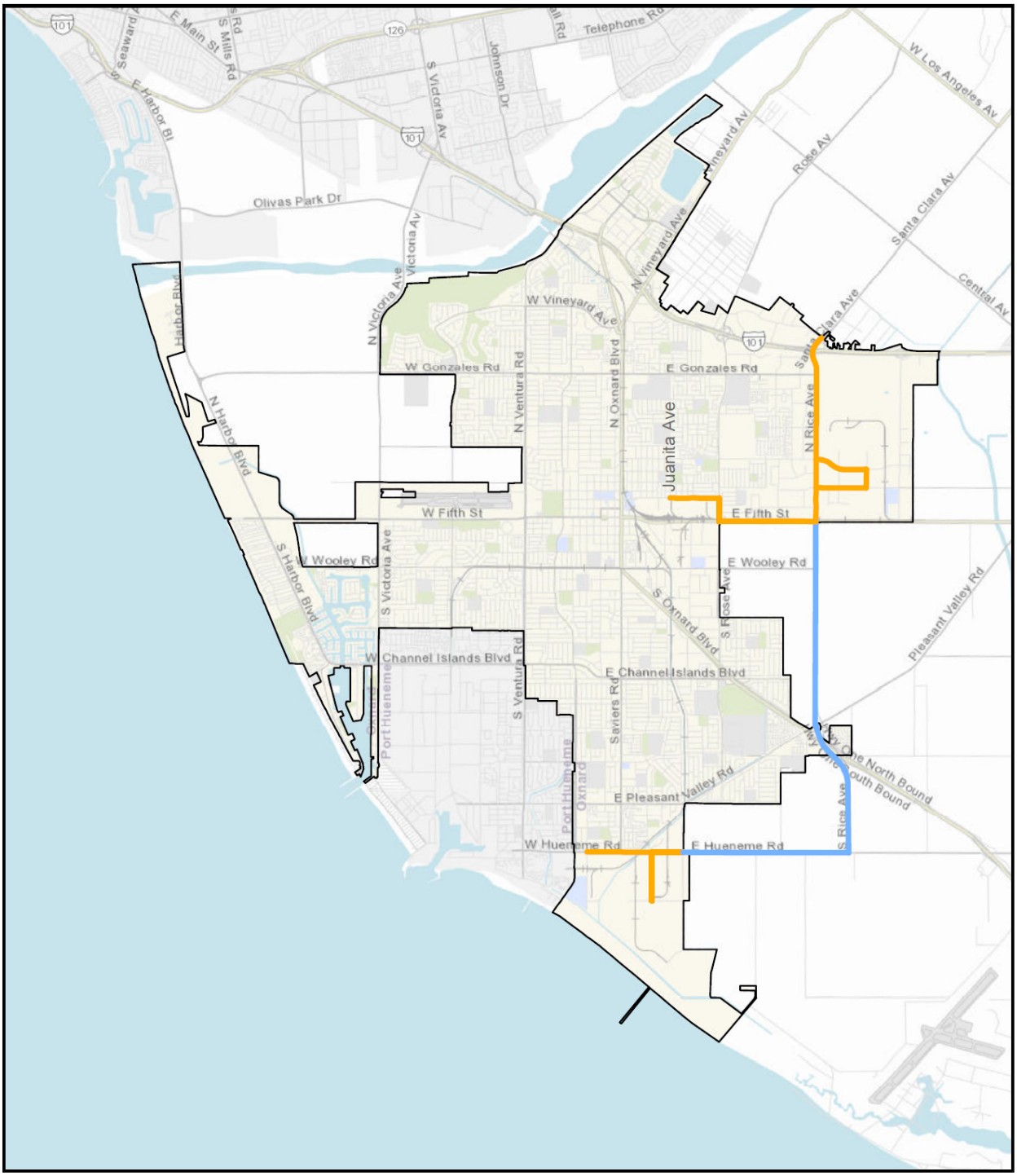
_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen Fischer, City Attorney

CITY OF OXNARD

UPDATED HEAVY CONTAINER/OVERWEIGHT VEHICLE ROUTES



Created by:
CITY OF OXNARD
Geographic Information Systems Division
October 2020

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N

Existing City Route
Existing State or County Route

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 14,909

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DESIGNATING CERTAIN CITY STREETS FOR THE OPERATION AND MOVEMENT OF OVERWEIGHT VEHICLES AND REPEALING RESOLUTION NO. 14,449

WHEREAS, the City Council adopted Ordinance No. 2871, on July 30, 2013, which requires that all persons wishing to operate or move an overweight vehicle on designated City streets and highways obtain a special permit; and

WHEREAS, Oxnard City Code ("OCC") section 19-242 provides that designated City streets and highways shall be established by resolution of the City Council;

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

SECTION 1. Overweight Street Designation. The following City streets and highways, or portions of the same, are hereby designated to be a part of the City's overweight vehicle corridor pursuant to section 19-242 of Division 3 of Article III of Chapter 19 of the OCC, as it shall be amended and renumbered from time to time:

1. Hueneme Road from the westerly City limits to easterly City limits.
2. Arcturus Avenue from Hueneme Road to McWane Boulevard.
3. Rice Avenue from southerly City limits to the 101 Ventura Freeway.
4. Camino Del Sol between Rice Avenue and Kinetic Drive.
5. Sturgis Road between Rice Avenue and Kinetic Drive.
6. Kinetic Drive between Camino Del Sol and Sturgis Road.

SECTION 2. Resolution No. 14,449 is hereby repealed.

PASSED and ADOPTED this 19th day of April, 2016, by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald and Perello.

NOES: None.

ABSENT: Councilmember Padilla.

Tim Flynn

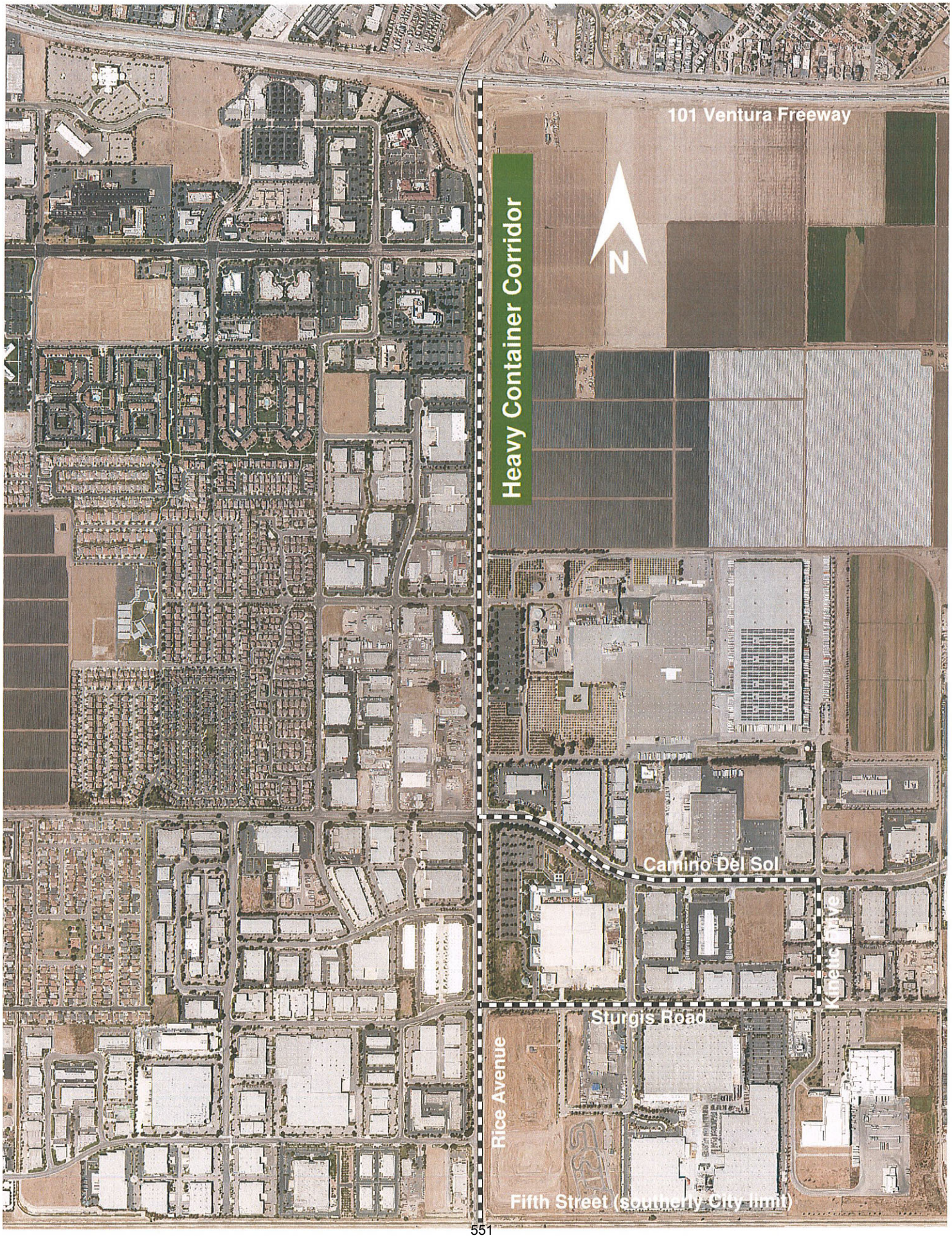
Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

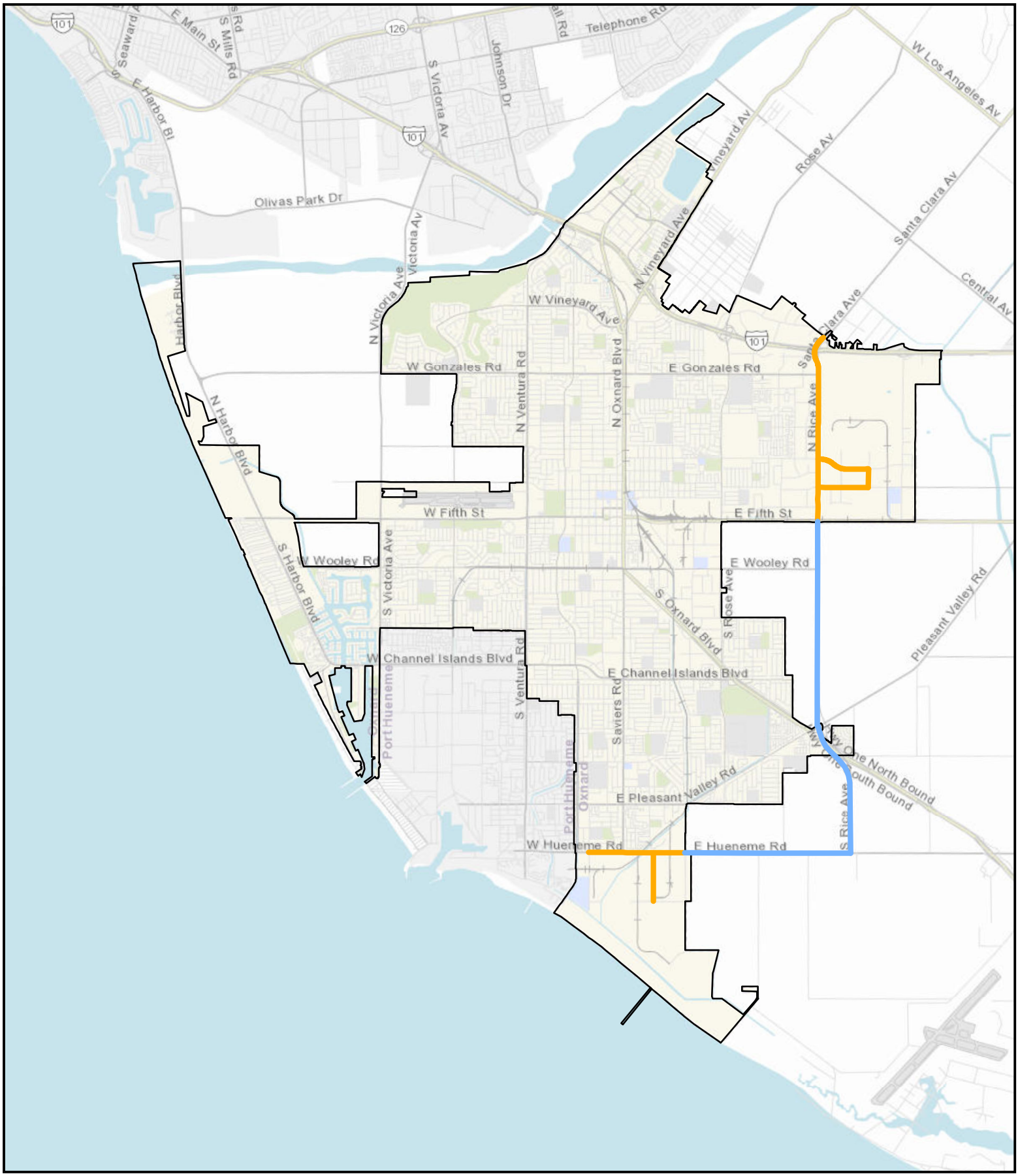
Stephen Fischer, City Attorney


101 Ventura Freeway
N
Heavy Container Corridor
Camino Del Sol
Kinetic Drive
Sturgis Road
Rice Avenue
Fifth Street (southerly City limit)

CITY OF OXNARD

ITEM #K-13

EXISTING HEAVY CONTAINER/OVERWEIGHT VEHICLE ROUTES



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CITY OF OXNARD CALIFORNIA
Geographic Information Systems Division
October 2020

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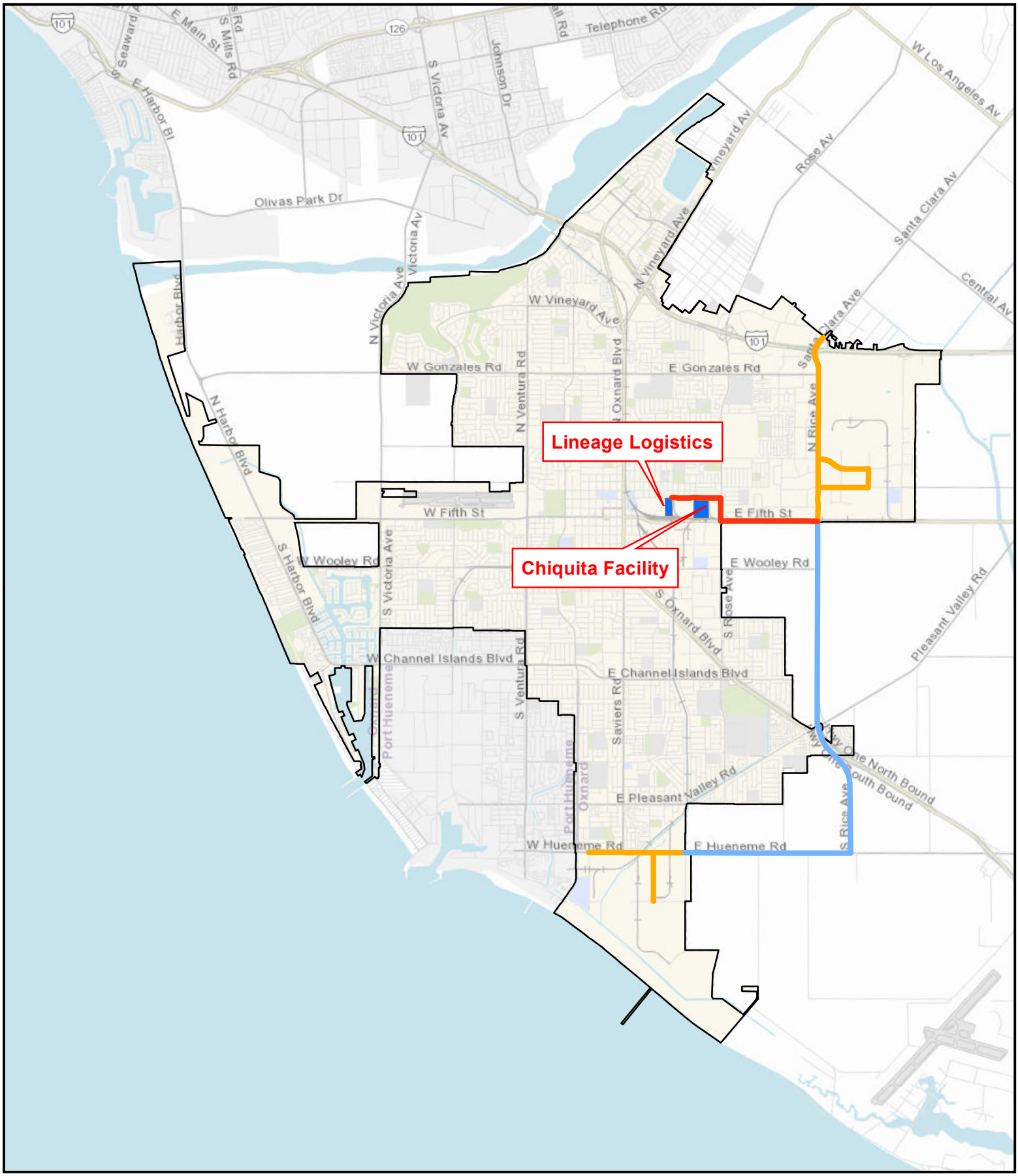
N

Existing City Route
Existing State or County Route

CITY OF OXNARD

ITEM #K-13

HEAVY CONTAINER/OVERWEIGHT VEHICLE ROUTES



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Geographic Information Systems Division
October 2020

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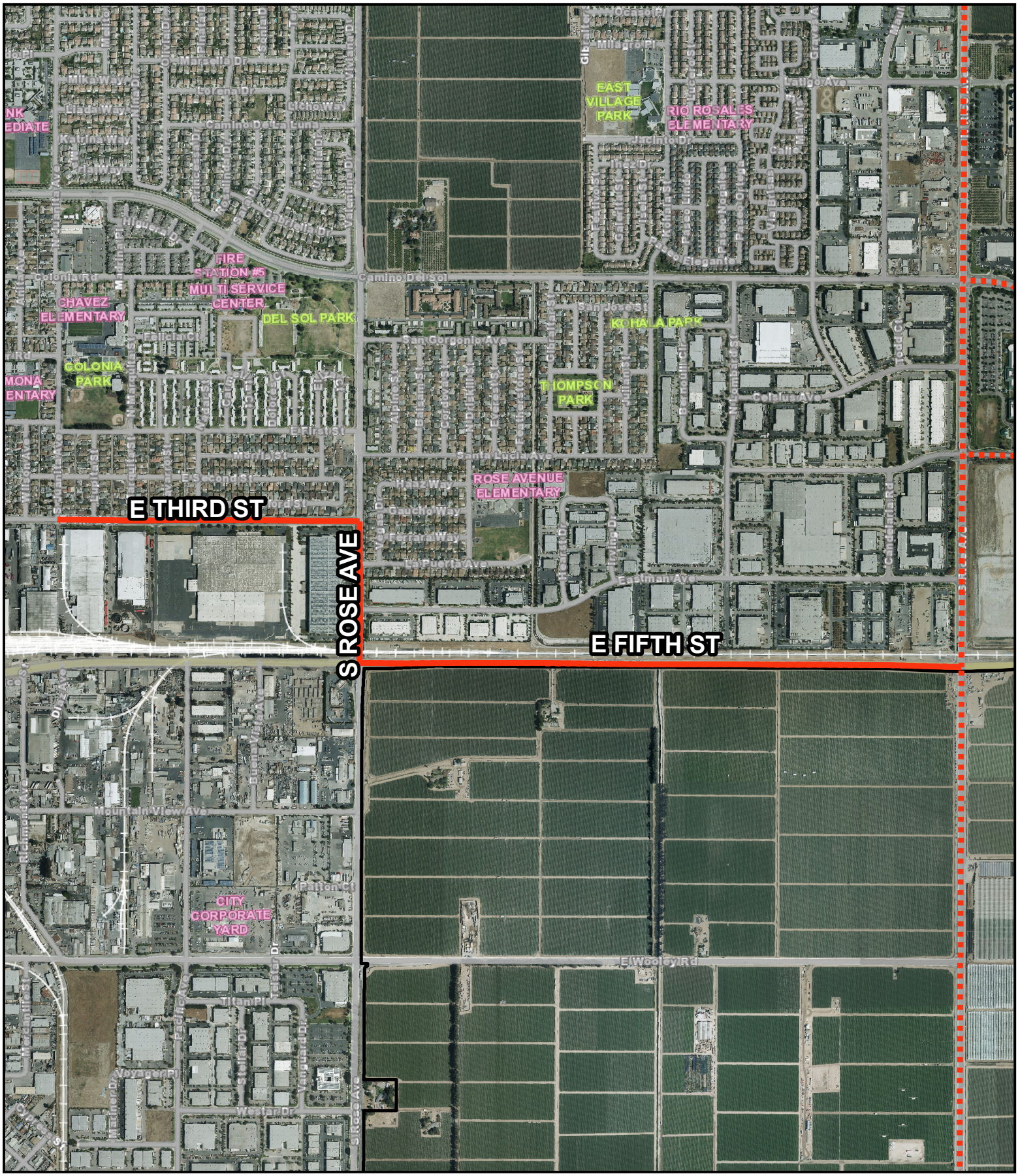
N

- Proposed City Route
- Existing City Route
- Existing State or County Route

CITY OF OXNARD

ITEM #K-13

PROPOSED HEAVY CONTAINER/OVERWEIGHT VEHICLE ROUTES



Created by:
CITY OF OXNARD CALIFORNIA
Geographic Information Systems Division
September 2020

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N

Proposed Heavy Container Route

Existing Heavy Container Route

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.14

DATE: November 17, 2020

TO: City Council

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

SUBJECT: Third Amendment with Aquatic Bioassay & Consulting Laboratories, Inc. for Ocean Monitoring and Testing Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement A-8093 with Aquatic Bioassay & Consulting Laboratories, Inc. in the amount of $963,093 for a new not to exceed contract amount of $2,123,026 and to extend the term from June 30, 2021, to November 30, 2023, for ocean monitoring and testing services. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

Oxnard's Wastewater Treatment Plant (OWTP), located at 6001 S. Perkins Road, provides primary and secondary wastewater treatment. The OWTP currently treats approximately 22 million gallons of wastewater per day.

On May 24, 2018, the Wastewater Division issued a request for proposals (RFP) for ocean monitoring services to 13 Environmental Laboratory Accreditation Program (ELAP) certified laboratories. The RFP was advertised in the Ventura County Star and Vida newspapers, and it was posted on the City's website and at www.publicpurchase.com. On July 24, 2018, the City Council awarded Agreement No. A-8093 to Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs) for a not to exceed amount of $453,888 for ocean monitoring as required by the OWTP National Pollutant Discharge Elimination System (NPDES) permit.

In June 2018, the Channel Islands Harbor (Harbor) experienced a water quality degradation event. Due to the degradation event, the City enlisted the services of ABC Labs to begin an analysis of what may have caused or contributed to the water quality issues. On November 13, 2018, the First Amendment extended the Agreement to June 30, 2021, and added scope and fees for Special Districts services for continued water quality testing, preparation of analysis, remote sensor monitoring, and consulting services. The First Amendment was in the amount of $306,045, with a not to exceed amount of $759,933.

On December 1, 2018, the OWTP was issued a 5-year NPDES permit by the California Regional Water Quality Control Board. The NPDES permit identifies all regulatory requirements to safely discharge treated wastewater into the ocean through a 6,800-foot outfall pipe off of Ormond Beach. The outfall pipe was constructed in 1963 and modified in 1978 and consists of a 48-inch concrete pipe with multiport diffusers.

On October 15, 2019, a Second Amendment added new scope and fees for the Wastewater Division, increasing the ABC Labs agreement by $400,000 with a not to exceed amount of $1,159,933.

DISCUSSION

Wastewater

Under the Third Amendment for ABC Labs, the Wastewater Division is requesting an additional allocation of $698,364 and a time extension through November 30, 2023, to carry out the ocean monitoring program's full scope as required by the NPDES permit. A new solicitation for ocean monitoring services will be issued under a new NPDES permit in late 2023.

The services required in the NPDES permit and identified in the Third Amendment scope of work includes water quality sampling, benthic (soil) monitoring, fish and invertebrate monitoring, seafood safety monitoring, kelp bed monitoring, outfall and diffuser inspection, and the newly added toxicity testing.

Special Districts

In July 2020, the Special Districts Division exhausted the $306,045 contract funds approved in the First Amendment and funded by Measure O, for Harbor water quality analysis. Leading up to summer 2020, Special Districts Division staff worked with the Channel Islands Neighborhood Council (CINC), which is comprised of the four (4) Districts located within the waterways and the general fund, to determine a cost-sharing plan for the continued monitoring of the remote sensors, laboratory services, consultation for the implementation of the Quality Assurance Project Plan (QAPP), and quality assurance for clean water team volunteer training. The Special District and City cost-sharing percentage splits are as follows: 20.1% General Fund, 23.4% Seabridge CFD 4, 40.7% Waterways Zone 1 Mandalay Bay, 5.5% Waterways Zone 2 Harbour Island and 10.3% Westport CFD 2. Under the Third Amendment, staff is requesting a total of $264,729 to continue to monitor the sensors in the Harbor through June 30, 2023. As part of the Harbor's overall water quality monitoring strategy, these sensors will measure dissolved oxygen and chlorophyll-a in the water, which aids in predicting future algal blooms.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for the Third Amendment to ABC Labs Agreement A-8093 is $963,093, of which $698,364 is for the Wastewater Division and $264,729 is for Special Districts. Funding has been budgeted in Fiscal Year 2020-2021 for both the Wastewater Division and Special Districts. Future funding for the Wastewater Division will be budgeted in subsequent fiscal years. Future funding for Special Districts will be budgeted in subsequent fiscal years in collaboration with CINC before the remaining budget amounts are liquidated.

DIVISION	ACCOUNT	FY 2020-21	FY 2021-22	FY 2022-23	GRAND TOTAL
Wastewater	621-6202-842-8239	$206,035	$279,034	$213,295	$698,364
Special Districts					
Westport CFD 2 (10.3%)	175-1606-805-8209	$9,089.03	TBD	TBD	TBD
Seabridge CFD 4 (23.4%)	173-1606-805-8209	$20,648.86	TBD	TBD	TBD
Mandalay Bay – Waterways Zone 1 (40.7%)	121-1606-805-8209	$35,914.90	TBD	TBD	TBD
Harbour Island –	177-1606-805-8209	$4,853.37	TBD	TBD	TBD

Waterways Zone 2 (5.5%)					
General Fund (20.1%)	101-1001-801-8209	$17,736.84	TBD	TBD	TBD
Special Districts	SUBTOTAL	$88,243	$88,243	$88,243	$264,729
	TOTAL	**$294,278**	**$367,277**	**$301,538**	**$963,093**

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 27, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jan Hauser, Wastewater Division Manager, Adam Smith, Project Manager

ATTACHMENTS

1. ABC Labs - A-8093 (A3)
2. ABC Labs A8093 Original - First - Second Amendment (hyperlink)

Agreement No. A-8093

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Third Amendment ("Third Amendment") to the professional services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Aquatic Bioassay & Consulting Laboratories, Inc. ("Consultant"). This Third Amendment amends the Agreement entered into on July 24, 2018, by City and Consultant. The Agreement previously has been amended on November 14, 2018, by a First Amendment, and on October 15, 2019, by a Second Amendment.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "June 30, 2021," is deleted and replaced with the date "November 30, 2023."

2. In Section 14 of the Agreement, the not to exceed amount of "$1,159,933" is hereby amended to a not to exceed amount of "$2,123,026."

3. The reference to the Exhibit A Scope of Services (Wastewater – NPDES) everywhere it is listed in the Agreement is supplemented with Scope of Services (Wastewater – NPDES) Exhibit A-1. Scope of Services (Wastewater – NPDES) Exhibit A-1 is attached hereto and incorporated herein by this reference.

4. The reference to the Exhibit A-2 Scope of Services (Special Districts – Channel Islands Harbor) everywhere it is listed in the Agreement is supplemented with Scope of Services (Special Districts – Channel Islands Harbor Monitoring Program) Exhibit A-3. Scope of Services (Special Districts – Channel Islands Harbor Monitoring Program) Exhibit A-3 is attached hereto and incorporated herein by this reference.

5. The reference to the Attachment F (Receiving Water Monitoring Program Budget) everywhere it is listed in the Agreement is supplemented with Rates and Costs Schedule Attachment H (NPDES Receiving Water Monitoring Program). Rates and Costs Schedule Attachment H (NPDES Receiving Water Monitoring Program) is attached hereto and incorporated herein by this reference.

6. The reference to the Attachment G (Channel Islands Harbor Project Budget: November 2019 to June 2020) everywhere it is listed in the Agreement is supplemented with Rates and Costs Schedule Attachment I (Channel Islands Harbor Project (2) RBR Sensors). Rates and Costs Schedule Attachment I (Channel Islands Harbor Project (2) RBR Sensors) is attached hereto and incorporated herein by this reference.

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

[Signatures on next page]

Agreement No. A-8093

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

CITY OF OXNARD

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

AQUATIC BIOASSAY& CONSULTING LABORATORIES, INC.

Thomas Mikel, President[2] Date

Mellody Mikel, Secretary Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

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

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

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

City of Oxnard NPDES Receiving Water Monitoring Program
Scope of Work – 2020 to 2021

Consultant shall conduct all the following activities in accordance with Attachment E of the City of Oxnard Wastewater Treatment Plant NPDES No. CA0054097 Order No. R4-2018-0140 (Monitoring and Reporting Program (MRP):

1. Core monitoring, regional monitoring and special studies as described in the General Monitoring Provisions.
2. Monthly toxicity testing using kelp, topsmelt or red abalone (NPDES Section V).
3. Receiving Water Monitoring Requirements - Section VIII. Parts A, B, C, D, and E.
4. Other Monitoring Requirements - Section IX. A. Outfall and Diffuser Inspection.
5. Reporting Requirements - Section X.A.9, D.4 (Receiving Water Report) and D.5 (Outfall Inspection Report).
6. Regional monitoring based on the Southern California Bight Regional Monitoring Program workplans for 2018 thru 2021 and the resource allocation letter from the Los Angeles Regional Water Quality Control Board, dated May 31st, 2018.

Task A –Water Quality Monitoring & Bight 18 Surveys - $143,975

Consultant shall continue to provide receiving water monitoring to include four (4) quarterly reports, one (1) annual Report, Data Management and analysis and Regional Monitoring in accordance with the Wastewater Treatment Plant National Pollutant Discharge Elimination System (NPDES) Permit for Fiscal Year 2020-21. Consultant shall participate in the Southern California Bight Regional Monitoring Program pertaining to Ocean Acidification (OA) and Harmful Algal Blooms (HABs). Participation in this survey includes quarterly field sampling, attending all meetings at SCCWRP pertaining to this work, data management and analysis, and reporting and review. At present, the scopes pertaining to the field surveys for these portions of the Regional Program are not defined and, therefore, costs are not included in this scope.

Deliverables	Four (4) Quarterly Receiving Water Field Surveys: (Aug, Nov, Feb, May) Four (4) Quarterly Sets of Laboratory Analyses: Bacteria and ammonia at 25 station x 3 depths x 4 quarters = 300) Participation in Bight Regional meetings, analysis, review Monthly Program Management including (4) Quarterly Receiving Water Monitoring Reports, Biennial and Annual Summary Report & Regional Monitoring Attendance at (4) So. CA Bight meetings

Task B – Benthic Monitoring - $12,600

Consultant shall provide Benthic Sediment services per the workplans and protocols specified in the NPDES permit, including data management, analysis, reporting, and attendance at Regional Monitoring meetings in accordance with the City's NPDES Permit.

Deliverables	Data analysis and reporting 2018 to 2019 Biennial Report Monthly Program Management Attendance at (4) So CA Bight meetings

Task C – Fish and Invertebrate Monitoring - $8,700

Consultant shall provide Benthic Fish and Invertebrate trawl services per the workplans and protocols specified in the NPDES permit, including data management, analysis, reporting, and attendance at Regional Monitoring meetings in accordance with the City's NPDES Permit.

Deliverables	Data analysis and reporting 2018 to 2019 Biennial Report Monthly Program Management Attendance at (4) So CA Bight meetings

Task E – Kelp Bed Monitoring - $10,500

Consultant shall continue to participate in the Central Coast Kelp Consortium for FY 2020-2021, including cost of aerial flyovers.

Deliverables	Participation in Central Region Kelp Survey Consortium as Required Review Annual Report

Task F – Outfall & Diffuser Inspection - $16,085

Consultant shall inspect the City's Outfall and Diffuser and provide a report to the City on their condition.

Deliverables	Field work: outfall dive video Laboratory: video review and editing Monthly Program Management and Annual Report

Task G – Toxicity Testing - $14,175

Consultant shall conduct monthly NPDES (Section V) mandated toxicity testing on plant effluent using EPA protocols (EPA/600/R-95-136). This budget does not include the costs for accelerated testing following a test failure or Toxicity Identification Evaluations (TIEs).

Deliverables	Laboratory work: Monthly kelp, abalone, or topsmelt toxicity tests Monthly Program Management and Reporting

City of Oxnard NPDES Receiving Water Monitoring Program
Scope of Work – 2021 to 2022

Consultant shall conduct all the following activities in accordance with Attachment E of the City of Oxnard Wastewater Treatment Plant NPDES No. CA0054097 Order No. R4-2018-0140 (Monitoring and Reporting Program (MRP):

1. Core monitoring, regional monitoring and special studies as described in the General Monitoring Provisions.
2. Monthly toxicity testing using kelp, topsmelt or red abalone (NPDES Section V).
3. Receiving Water Monitoring Requirements - Section VIII. Parts A, B, C, D, and E.
4. Other Monitoring Requirements - Section IX. A. Outfall and Diffuser Inspection.
5. Reporting Requirements - Section X.A.9, D.4 (Receiving Water Report) and D.5 (Outfall Inspection Report).
6. Regional monitoring based on the Southern California Bight Regional Monitoring Program workplans for 2018 thru 2021 and the resource allocation letter from the Los Angeles Regional Water Quality Control Board, dated May 31st, 2018.

Task A –Water Quality Monitoring & Bight 18 Surveys - $143,975

Consultant shall continue to provide receiving water monitoring to include four (4) quarterly reports, one (1) annual Report, preparation of the 2020 to 2021 Biennial Report, Data Management and analysis and Regional Monitoring in accordance with the Wastewater Treatment Plant National Pollutant Discharge Elimination System (NPDES) Permit for Fiscal Year 2021-22. Consultant shall participate in the Southern California Bight Regional Monitoring Program as required. Participation in this survey includes quarterly field sampling, attending all meetings at SCCWRP pertaining to this work, data management and analysis, and reporting and review. At present, the scopes pertaining to the field surveys for these portions of the Regional Program are not defined and, therefore, costs are not included in this scope.

Deliverables	Four (4) Quarterly Receiving Water Field Surveys: (Aug, Nov, Feb, May) Four (4) Quarterly Sets of Laboratory Analyses: Bacteria and ammonia at 25 station x 3 depths x 4 quarters = 300) Participation in Bight Regional meetings, analysis, review Monthly Program Management including (4) Quarterly Receiving Water Monitoring Reports, 2020 to 2021 Biennial and Annual Summary Report & Regional Monitoring Attendance at (4) So. CA Bight meetings

Task B – Benthic Monitoring - $7,200

Consultant shall provide Benthic Sediment services per the workplans and protocols specified in the NPDES permit, including data management, analysis, reporting, and attendance at Regional Monitoring meetings in accordance with the City's NPDES Permit.

Deliverables	Data analysis and reporting 2020 to 2021 Biennial Report Attendance at So. CA Bight meetings

Task C – Fish and Invertebrate Monitoring - $46,063

Consultant shall deploy, retrieve and analyze contaminants in mussels deployed on arrays from September to November per the workplans and protocols specified in the NPDES permit, including data management, analysis, and reporting, and including attendance at Regional Monitoring meetings in accordance with the City's NPDES Permit.

Deliverables	Deploy and retrieve mussels arrays; priority pollutant laboratory analyses Data analysis and reporting 2018 to 2019 Biennial Report Monthly Program Management Attendance at So CA Bight meetings

Task 4 – Seafood Safety Monitoring - $41,036

Consultant will collect sportfish from three 'zones' offshore Oxnard and monitor seafood contamination levels in 2021 following the workplan approved by the Los Angeles Regional Water Quality Control Board.

Deliverables	Field Sampling: rig fishing, caging, spearfishing Laboratory Analyses: tissue chemistry Data analysis and reporting Monthly Program Management Attendance at So CA Bight meetings

Task E – Kelp Bed Monitoring - $10,500

Consultant shall continue to participate in the Central Coast Kelp Consortium for FY 2021-2022, including cost of aerial flyovers.

Deliverables	Participation in Central Region Kelp Survey Consortium as Required Review Annual Report

Task F – Outfall & Diffuser Inspection - $16,085

Consultant shall inspect the City's Outfall and Diffuser and provide a report to the City on their condition.

Deliverables	Field work: outfall dive video Laboratory: video review and editing Monthly Program Management and Annual Report

Task G – Toxicity Testing - $14,175

Consultant shall conduct monthly NPDES (Section V) mandated toxicity testing on plant effluent using EPA protocols (EPA/600/R-95-136). This budget does not include the costs for accelerated testing following a test failure or Toxicity Identification Evaluations (TIEs).

Deliverables	Laboratory work: Monthly kelp, abalone, or topsmelt toxicity tests Monthly Program Management and Reporting

City of Oxnard NPDES Receiving Water Monitoring Program
Scope of Work – 2022 to 2023

Consultant shall conduct all the following activities in accordance with Attachment E of the City of Oxnard Wastewater Treatment Plant NPDES No. CA0054097 Order No. R4-2018-0140 (Monitoring and Reporting Program (MRP):

1. Core monitoring, regional monitoring and special studies as described in the General Monitoring Provisions.
2. Monthly toxicity testing using kelp, topsmelt or red abalone (NPDES Section V).
3. Receiving Water Monitoring Requirements - Section VIII. Parts A, B, C, D, and E.
4. Other Monitoring Requirements - Section IX. A. Outfall and Diffuser Inspection.
5. Reporting Requirements - Section X.A.9, D.4 (Receiving Water Report) and D.5 (Outfall Inspection Report).
6. Regional monitoring based on the Southern California Bight Regional Monitoring Program workplans for 2018 thru 2021 and the resource allocation letter from the Los Angeles Regional Water Quality Control Board, dated May 31st, 2018.

Task A –Water Quality Monitoring & Bight 23 - $143,975

Consultant shall continue to provide receiving water monitoring to include four (4) quarterly reports, one (1) annual Report, preparation of the 2020 to 2021 Biennial Report, Data Management and analysis and Regional Monitoring in accordance with the Wastewater Treatment Plant National Pollutant Discharge Elimination System (NPDES) Permit for Fiscal Year 2022-23. Consultant shall participate in the Southern California Bight Regional Monitoring Program as required. Participation in this survey will include attending all meetings at SCCWRP pertaining to this work, Bight 23 program design, data management and analysis, and reporting and review. At present, the scopes pertaining to the Bight 2023 field surveys for these portions of the Regional Program are not defined and, therefore, costs are not included in this scope.

Deliverables	Four (4) Quarterly Receiving Water Field Surveys: (Aug, Nov, Feb, May) Four (4) Quarterly Sets of Laboratory Analyses: Bacteria and ammonia at 25 station x 3 depths x 4 quarters = 300) Participation in Bight 2023 Regional meetings, analysis, review Monthly Program Management including (4) Quarterly Receiving Water Monitoring Reports, 2020 to 2021 Biennial and Annual Summary Report & Regional Monitoring Attendance at (4) So. CA Bight meetings

Task B – Benthic Monitoring - $7,200

Consultant shall provide Benthic Sediment services per the workplans and protocols specified in the NPDES permit, including data management, analysis, reporting, and attendance at Bight 23 Regional Monitoring meetings in accordance with the City's NPDES Permit.

Deliverables	Data analysis and reporting Annual Report Attendance at So. CA Bight meetings

Task C – Fish and Invertebrate Monitoring - $11,160

Consultant shall provide Benthic Fish and Invertebrate services per the workplans and protocols specified in the NPDES permit, including data management, analysis, reporting, and attendance at Regional Monitoring meetings in accordance with the City's NPDES Permit.

Deliverables	Data analysis and reporting Annual Report Monthly Program Management Attendance at Bight 23 Regional meetings

Task 4 – Seafood Safety Monitoring - $10,200

Consultant will provide data management, analysis and reporting following the workplan approved by the Los Angeles Regional Water Quality Control Board.

Deliverables	Data analysis and reporting Monthly Program Management Attendance at Bight 23 Regional meetings

Task E – Kelp Bed Monitoring - $10,500

Consultant shall continue to participate in the Central Coast Kelp Consortium for FY 2022-2023, including cost of aerial flyovers.

Deliverables	Participation in Central Region Kelp Survey Consortium as Required Review Annual Report

Task F – Outfall & Diffuser Inspection - $16,085

Consultant shall inspect the City's Outfall and Diffuser and provide a report to the City on their condition.

Deliverables	Field work: outfall dive video Laboratory: video review and editing Monthly Program Management and Annual Report

Task G – Toxicity Testing - $14,175

Consultant shall conduct monthly NPDES (Section V) mandated toxicity testing on plant effluent using EPA protocols (EPA/600/R-95-136). This budget does not include the costs for accelerated testing following a test failure or Toxicity Identification Evaluations (TIEs).

Deliverables	Laboratory work: Monthly kelp, abalone, or topsmelt toxicity tests Monthly Program Management and Reporting

Scope of Services (Special Districts – Channel Islands Harbor Monitoring Program)
Exhibit A-3

City of Oxnard Channel Islands Harbor Monitoring Program
Scope of Work – 2020 to 2021

Consultant shall conduct all the following on-call activities for the Channel Islands Harbor Monitoring Project:

1. Remote Sensors ($50,133)
    a. Weekly data downloads, cleaning, water sampling (March 30th to October 30th) during 32 weekly visits to two RBR remote sensors at Sea Bridge (station 6) and Westport (station 7). Data from each sensor package will be downloaded, sensors will be cleaned and water samples for chlorophyll-a and phytoplankton will be collected.
    b. Each week data will be reviewed, adjusted for drift, assessed, plotted by week and deployment time span, and delivered to the City.
    c. Sensors will be retrieved from the Harbor at the end of November and cleaned.
    d. Sensor packages will be shipped to Ruskin for annual factory calibration. Sensors will be fixed or replaced by the manufacturer as needed.
    e. Equipment will be purchased as necessary to ensure secure deployment of sensors from the docks.

Deliverables	32 weekly visits to stations 6 and 7 to conduct cleaning, maintenance and data downloads Weekly data QC, analysis and graphics Annual factory maintenance, calibration and shipping

2. Laboratory Analysis ($13,520)
    a. Chlorophyll-a analysis on weekly water samples collected from stations 6 and 7
    b. Phytoplankton population and densities on weekly water samples collected from stations 6 and 7
    c. Shipping

Deliverables	64 chlorophyll-a and phytoplankton population Data delivered in spreadsheet and report format

3. Consulting ($24,590)
    a. Scott Johnson and Dave Caron will attend virtual and, when appropriate, in person meetings with City Staff

b. Karin Wisenbaker will provide QA Officer duties for up to 50 hours for sample collection, data delivery and amendments to the QAPP

c. Karin Wisenbaker will create CEDEN data exports for up to 55 hours. The City Project Manager will ensure the data necessary for these exports are available. Data sets that do not include all QC and ancillary data will not be submitted to CEDEN

Deliverables	Meetings with City of Oxnard staff Perform QA Officer duties Create CEDEN data exports

City of Oxnard Channel Islands Harbor Monitoring Program
Scope of Work – 2021 to 2022

Consultant shall conduct all the following on-call activities for the Channel Islands Harbor Monitoring Project:

1. Remote Sensors ($50,133)
    a. Weekly data downloads, cleaning, water sampling (March 30th to October 30th) during 32 weekly visits to two RBR remote sensors at Sea Bridge (station 6) and Westport (station 7). Data from each sensor package will be downloaded, sensors will be cleaned and water samples for chlorophyll-a and phytoplankton will be collected.
    b. Each week data will be reviewed, adjusted for drift, assessed, plotted by week and deployment time span, and delivered to the City.
    c. Sensors will be retrieved from the Harbor at the end of November and cleaned.
    d. Sensor packages will be shipped to Ruskin for annual factory calibration. Sensors will be fixed or replaced by the manufacturer as needed.
    e. Equipment will be purchased as necessary to ensure secure deployment of sensors from the docks.

Deliverables	32 weekly visits to stations 6 and 7 to conduct cleaning, maintenance and data downloads Weekly data QC, analysis and graphics Annual factory maintenance, calibration and shipping

2. Laboratory Analysis ($13,520)
    a. Chlorophyll-a analysis on weekly water samples collected from stations 6 and 7
    b. Phytoplankton population and densities on weekly water samples collected from stations 6 and 7
    c. Shipping

Deliverables	64 chlorophyll-a and phytoplankton population Data delivered in spreadsheet and report format

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    c. Karin Wisenbaker will create CEDEN data exports for up to 55 hours. The City Project Manager will ensure the data necessary for these exports are available.

Data sets that do not include all QC and ancillary data will not be submitted to CEDEN

Deliverables	Meetings with City of Oxnard staff Perform QA Officer duties Create CEDEN data exports

Consultant shall conduct all the following on-call activities for the Channel Islands Harbor Monitoring Project:

1. Remote Sensors ($50,133)
    a. Weekly data downloads, cleaning, water sampling (March 30th to October 30th) during 32 weekly visits to two RBR remote sensors at Sea Bridge (station 6) and Westport (station 7). Data from each sensor package will be downloaded, sensors will be cleaned and water samples for chlorophyll-a and phytoplankton will be collected.
    b. Each week data will be reviewed, adjusted for drift, assessed, plotted by week and deployment time span, and delivered to the City.
    c. Sensors will be retrieved from the Harbor at the end of November and cleaned.
    d. Sensor packages will be shipped to Ruskin for annual factory calibration. Sensors will be fixed or replaced by the manufacturer as needed.
    e. Equipment will be purchased as necessary to ensure secure deployment of sensors from the docks.

Deliverables	32 weekly visits to stations 6 and 7 to conduct cleaning, maintenance and data downloads Weekly data QC, analysis and graphics Annual factory maintenance, calibration and shipping

2. Laboratory Analysis ($13,520)
    a. Chlorophyll-a analysis on weekly water samples collected from stations 6 and 7
    b. Phytoplankton population and densities on weekly water samples collected from stations 6 and 7
    c. Shipping

Deliverables	64 chlorophyll-a and phytoplankton population Data delivered in spreadsheet and report format

3. Consulting ($24,590)
    a. Scott Johnson and Dave Caron will attend virtual and, when appropriate, in person meetings with City Staff
    b. Karin Wisenbaker will provide QA Officer duties for up to 50 hours for sample collection, data delivery and amendments to the QAPP
    c. Karin Wisenbaker will create CEDEN data exports for up to 55 hours. The City Project Manager will ensure the data necessary for these exports are available.

Data sets that do not include all QC and ancillary data will not be submitted to CEDEN

Deliverables	Meetings with City of Oxnard staff Perform QA Officer duties Create CEDEN data exports

Oxnard NPDES Receiving Water Monitoring Program 2020 to 2021
Contract: A8093

Rates and Costs Schedule Attachment H

	Program		Operation Total	Total	Comments
Task A	Water Quality Monitoring (NPDES VIII.A)				
	Quarterly WQ				
		Field	$ 49,400		4 Water Quarterly Surveys: 25 sites x 3 depths each
		Lab	$ 63,735		Ammonia & Bacteriology
		Consulting/Management	$ 30,840	$ 143,975	Data Management/Analysis; Reports; Program Mangagement; Regional Monitoring Meetings/Analysis
Task B	Benthic Monitoring (NPDES VIII.B)				
		Consulting/Management	$ 12,600	$ 12,600	Data Management/Analysis; Reports; Program Mangagement; Regional Monitoring Meetings/Analysis
Task C	Fish & Invertrebrate Monitoring (NPDES VIII.C)				
		Consulting/Management	$ 8,700	$ 8,700	Data Management/Analysis; Reports; Program Mangagement; Regional Monitoring Meetings/Analysis
Task D	Seafood Safety Monitoring (NPDES VIII.D)		$ -	$ -	Conduct in Year 4 of permit = 2021 to 2022
Task E	Kelp Bed Monitoring (NPDES VIII.E)				
		Field	$ 9,000		Quarterly aerial flyovers of So CA Bight
		Consulting/Management	$ 1,500	$ 10,500	Program Management
Task F	Outfall & Diffuser Inspection (NPDES IX.A)				
		Field	$ 11,165		
		Lab	$ 2,880		Video editing
		Consulting/Management	$ 2,040	$ 16,085	Program Management
Task G	Toxicity Testing (NPDES V)				
		Lab	$ 14,175	$ 14,175	Kelp; Abalone, Topsmelt by EPA/600/R-95-136; **Does not cover accelarated testing or TIEs**
				$ 206,035	

Oxnard NPDES Receiving Water Monitoring Program 2021 to 2022
Contract: A8093

	Program		Operation Total	Total	Comments
Task A	Water Quality Monitoring (NPDES VIII.A)				
	Quarterly WQ				
		Field	$ 49,400		4 Water Quarterly Surveys: 25 sites x 3 depths each
		Lab	$ 63,735		Ammonia & Bacteriology
		Consulting/Management	$ 30,840	$ 143,975	Data Management/Analysis; Reports; Program Mangagement; Regional Monitoring Meetings/Analysis
Task B	Benthic Monitoring (NPDES VIII.B)				
		Consulting/Management	$ 7,200	$ 7,200	Data Management/Analysis; Reports; Program Mangagement; Regional Monitoring Meetings/Analysis
Task C	Fish & Invertrebrate Monitoring (NPDES VIII.C)				
	Bagged Mussel Array				
		Field	$ 19,747		Assemble mussel arrays; 3 replicate arrays; 3 month deployment and retrieval
		Lab	$ 17,676		NPDES required tissue chemical analyses
		Consulting/Management	$ 8,640	$ 46,063	Data Management/Analysis; Reports; Program Mangagement; Regional Monitoring Meetings/Analysis
Task D	Seafood Safety Monitoring (NPDES VIII.D)				
		Field	$ 25,020		Spearfish/Hook & line; 3 zones x 5 species each x 5 individuals each = 75 total fish
		Lab	$ 11,096		NPDES required tissue chemical analyses
		Consulting/Management	$ 4,920	$ 41,036	Data Management/Analysis; Reports; Program Mangagement; Regional Monitoring Meetings/Analysis
Task E	Kelp Bed Monitoring (NPDES VIII.E)				
		Field	$ 9,000		Quarterly aerial flyovers of So CA Bight
		Consulting/Management	$ 1,500	$ 10,500	Program Management
Task F	Outfall & Diffuser Inspection (NPDES IX.A)				
		Field	$ 11,165		Video dive survey of outfall and diffuser
		Lab	$ 2,880		Video editing
		Consulting/Management	$ 2,040	$ 16,085	Program Management
Task G	Toxicity Testing (NPDES V)				
		Lab	$ 14,175	$ 14,175	Kelp; Abalone, Topsmelt by EPA/600/R-95-136; **Does not cover accelarated testing or TIEs**
				$ 279,034	

Oxnard NPDES Receiving Water Monitoring Program 2022 to 2023
Contract: A8093

	Program		Operation Total	Total	Comments
Task A	Water Quality Monitoring (NPDES VIII.A)				
	Quarterly WQ				
		Field	$ 49,400		4 Water Quarterly Surveys: 25 sites x 3 depths each
		Lab	$ 63,735		Ammonia & Bacteriology
		Consulting/Management	$ 30,840	$ 143,975	Data Management/Analysis; Reports; Program Mangagement; Regional Monitoring Meetings/Analysis
Task B	Benthic Monitoring (NPDES VIII.B)				
		Consulting/Management	$ 7,200	$ 7,200	Data Management/Analysis; Reports; Program Mangagement; Regional Monitoring Meetings/Analysis
Task C	Fish & Invertrebrate Monitoring (NPDES VIII.C)				
	Bagged Mussel Array				
		Field	$ -		Not required
		Lab	$ -		Not required
		Consulting/Management	$ 11,160	$ 11,160	Data Management/Analysis; Reports; Program Mangagement; Regional Monitoring Meetings/Analysis
Task D	Seafood Safety Monitoring (NPDES VIII.D)				
		Field	$ -		Not required
		Lab	$ -		Not required
		Consulting/Management	$ 10,200	$ 10,200	Data Management/Analysis; Reports; Program Mangagement; Regional Monitoring Meetings/Analysis
Task E	Kelp Bed Monitoring (NPDES VIII.E)				
		Field	$ 9,000		Quarterly aerial flyovers of So CA Bight
		Consulting/Management	$ 1,500	$ 10,500	Program Management
Task F	Outfall & Diffuser Inspection (NPDES IX.A)				
		Field	$ 11,165		Video dive survey of outfall and diffuser
		Lab	$ 2,880		Video editing
		Consulting/Management	$ 2,040	$ 16,085	Program Management; Regional Meetings
Task G	Toxicity Testing (NPDES V)				
		Lab	$ 14,175	$ 14,175	Kelp; Abalone, Topsmelt by EPA/600/R-95-136; **Does not cover accelarated testing or TIEs**
				$ 213,295	

City of Oxnard - Channel Islands Harbor Project
(2) RBR Sensors @ SeaBridge Westport Budget:
2020 to 2021

Rates and Costs Schedule Attachment I

Program	Phase	Task/Analyte	Personnel/Method	Price/Rate	Hours/ Samples/ Events	Project Budget	Qty Used in Period	Qty Previously Used	Qty Remaining	Current Billing	Previous Billing	Billed to Date	Remaining	% Remaining
On Call Consulting	**Remote sensors (2)**	Weekly Data Downloads, Cleaning, Sampling: 32 weeks x 3 hrs	Senior Biologist	$ 138	96	$ 13,248			96	$ -	$ -	$ -	$ 13,248	100%
	2 Sensors	Data Analysis & reporting	AET Scientitst	$ 130	25	$ 3,250			25	$ -	$ -	$ -	$ 3,250	100%
			AET Analyst	$ 190	25	$ 4,750			25	$ -	$ -	$ -	$ 4,750	100%
			Dave Caron	$ 325	15	$ 4,875			15	$ -	$ -	$ -	$ 4,875	100%
			Scott Johnson	$ 180	20	$ 3,600			20	$ -	$ -	$ -	$ 3,600	100%
			Senior Biologist	$ 138	20	$ 2,760			20	$ -	$ -	$ -	$ 2,760	100%
		Sensor maintenance & cleaning (In lab)	Senior Biologist	$ 138	25	$ 3,450			25	$ -	$ -	$ -	$ 3,450	100%
		Sensor replacement		$ 1,000	4	$ 4,000			4	$ -	$ -	$ -	$ 4,000	100%
		Annual factory calibration		$ 8,000	1	$ 8,000			1	$ -	$ -	$ -	$ 8,000	100%
		Deployment & Maintenance Equipment		$ 1,000	1	$ 1,000			1	$ -	$ -	$ -	$ 1,000	100%
		Shipping		$ 600	2	$ 1,200			2	$ -	$ -	$ -	$ 1,200	100%
					Task Total:	**$ 50,133**							**$ 50,133**	**0%**
	Laboratory Analyses (March 30th to October 30th = 32 weeks x 2 sites)	Chla	SM 10200 H	$ 50	64	$ 3,200			64	$ -	$ -	$ -	$ 3,200	100%
		Phytoplankton - taxa, densities	AET Lab	$ 150	64	$ 9,600			64	$ -	$ -	$ -	$ 9,600	100%
		Shipping		$ 120	6	$ 720			6	$ -	$ -	$ -	$ 720	100%
					Task Total:	**$ 13,520**							**$ 13,520**	**0%**
	Consulting	Meetings/Consulting	Dave Caron	$ 325	20	$ 6,500			20	$ -	$ -	$ -	$ 6,500	100%
			Scott Johnson	$ 180	20	$ 3,600			20	$ -	$ -	$ -	$ 3,600	100%
		QA/QC Officer Management	Senior Biologist	$ 138	50	$ 6,900			50	$ -	$ -	$ -	$ 6,900	100%
		CEDEN Data Exports	Senior Biologist	$ 138	55	$ 7,590			55	$ -	$ -	$ -	$ 7,590	100%
					Task Total:	**$ 24,590**							**$ 24,590**	**0%**
					Total Services	**$ 88,243**							**$ 88,243**	100%

ITEM #K-14

City of Oxnard - Channel Islands Harbor Project
(2) RBR Sensors @ SeaBridge Westport Budget:
2021 to 2022

Program	Phase	Task/Analyte	Personnel/Method	Price/Rate	Hours/ Samples/ Events	Project Budget	Qty Used in Period	Qty Previously Used	Qty Remaining	Current Billing	Previous Billing	Billed to Date	Remaining	% Remaining
On Call Consulting	**Remote sensors (2)**	Weekly Data Downloads, Cleaning, Sampling: 32 weeks x 3 hrs	Senior Biologist	$ 138	96	$ 13,248			96	$ -	$ -	$ -	$ 13,248	100%
	2 Sensors	Data Analysis & reporting	AET Scientitst	$ 130	25	$ 3,250			25	$ -	$ -	$ -	$ 3,250	100%
			AET Analyst	$ 190	25	$ 4,750			25	$ -	$ -	$ -	$ 4,750	100%
			Dave Caron	$ 325	15	$ 4,875			15	$ -	$ -	$ -	$ 4,875	100%
			Scott Johnson	$ 180	20	$ 3,600			20	$ -	$ -	$ -	$ 3,600	100%
			Senior Biologist	$ 138	20	$ 2,760			20	$ -	$ -	$ -	$ 2,760	100%
		Sensor maintenance & cleaning (In lab)	Senior Biologist	$ 138	25	$ 3,450			25	$ -	$ -	$ -	$ 3,450	100%
		Sensor replacement		$ 1,000	4	$ 4,000			4	$ -	$ -	$ -	$ 4,000	100%
		Annual factory calibration		$ 8,000	1	$ 8,000			1	$ -	$ -	$ -	$ 8,000	100%
		Deployment & Maintenance Equipment		$ 1,000	1	$ 1,000			1	$ -	$ -	$ -	$ 1,000	100%
		Shipping		$ 600	2	$ 1,200			2	$ -	$ -	$ -	$ 1,200	100%
					Task Total:	**$ 50,133**							**$ 50,133**	**0%**
	Laboratory Analyses (March 30th to October 30th = 32 weeks x 2 sites)	Chla	SM 10200 H	$ 50	64	$ 3,200			64	$ -	$ -	$ -	$ 3,200	100%
		Phytoplankton - taxa, densities	AET Lab	$ 150	64	$ 9,600			64	$ -	$ -	$ -	$ 9,600	100%
		Shipping		$ 120	6	$ 720			6	$ -	$ -	$ -	$ 720	100%
					Task Total:	**$ 13,520**							**$ 13,520**	**0%**
	Consulting	Meetings/Consulting	Dave Caron	$ 325	20	$ 6,500			20	$ -	$ -	$ -	$ 6,500	100%
			Scott Johnson	$ 180	20	$ 3,600			20	$ -	$ -	$ -	$ 3,600	100%
		QA/QC Officer Management	Senior Biologist	$ 138	50	$ 6,900			50	$ -	$ -	$ -	$ 6,900	100%
		CEDEN Data Exports	Senior Biologist	$ 138	55	$ 7,590			55	$ -	$ -	$ -	$ 7,590	100%
					Task Total:	**$ 24,590**							**$ 24,590**	**0%**
					Total Services	**$ 88,243**							**$ 88,243**	100%

City of Oxnard - Channel Islands Harbor Project
(2) RBR Sensors @ SeaBridge Westport Budget:
2022 to 2023

Program	Phase	Task/Analyte	Personnel/Method	Price/Rate	Hours/ Samples/ Events	Project Budget	Qty Used in Period	Qty Previously Used	Qty Remaining	Current Billing	Previous Billing	Billed to Date	Remaining	% Remaining
On Call Consulting	**Remote sensors (2)**	Weekly Data Downloads, Cleaning, Sampling: 32 weeks x 3 hrs	Senior Biologist	$ 138	96	$ 13,248			96	$ -	$ -	$ -	$ 13,248	100%
	2 Sensors	Data Analysis & reporting	AET Scientitst	$ 130	25	$ 3,250			25	$ -	$ -	$ -	$ 3,250	100%
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			Scott Johnson	$ 180	20	$ 3,600			20	$ -	$ -	$ -	$ 3,600	100%
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		Sensor replacement		$ 1,000	4	$ 4,000			4	$ -	$ -	$ -	$ 4,000	100%
		Annual factory calibration		$ 8,000	1	$ 8,000			1	$ -	$ -	$ -	$ 8,000	100%
		Deployment & Maintenance Equipment		$ 1,000	1	$ 1,000			1	$ -	$ -	$ -	$ 1,000	100%
		Shipping		$ 600	2	$ 1,200			2	$ -	$ -	$ -	$ 1,200	100%
					Task Total:	**$ 50,133**							**$ 50,133**	**0%**
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		Phytoplankton - taxa, densities	AET Lab	$ 150	64	$ 9,600			64	$ -	$ -	$ -	$ 9,600	100%
		Shipping		$ 120	6	$ 720			6	$ -	$ -	$ -	$ 720	100%
					Task Total:	**$ 13,520**							**$ 13,520**	**0%**
	Consulting	Meetings/Consulting	Dave Caron	$ 325	20	$ 6,500			20	$ -	$ -	$ -	$ 6,500	100%
			Scott Johnson	$ 180	20	$ 3,600			20	$ -	$ -	$ -	$ 3,600	100%
		QA/QC Officer Management	Senior Biologist	$ 138	50	$ 6,900			50	$ -	$ -	$ -	$ 6,900	100%
		CEDEN Data Exports	Senior Biologist	$ 138	55	$ 7,590			55	$ -	$ -	$ -	$ 7,590	100%
					Task Total:	**$ 24,590**							**$ 24,590**	**0%**
					Total Services	**$ 88,243**							**$ 88,243**	100%

ABC Labs - A-8093-Original-First-Second Amendment

https://oxnardca.civicclerk.com/Web/GenFile.aspx?ad=5149

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. L.1

DATE: November 17, 2020

TO: City Council

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

SUBJECT: Amendments to Chapter 18 (Floodplain Management) of the Oxnard City Code. (5/5/5)

RECOMMENDATION

That the City Council approve the first reading (by title only) of an ordinance amending various sections of Chapter 18 (Floodplain Management) of the Oxnard City Code to comply with the current California Model Floodplain Management Ordinance. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

The City of Oxnard (City) participates in the National Flood Insurance Program (NFIP), which is administered by the Federal Emergency Management Agency (FEMA). As a participating community, the City is mandated to adopt and enforce ordinances to reduce the risk of flooding and meet or exceed federal requirements. In return, FEMA makes flood insurance available to property owners throughout the City.

The City joined the NFIP on March 1, 1979. The current Floodplain Management ordinance was adopted on September 9, 2008, as Ordinance Number 2783.

On September 30, 2016, FEMA released the Preliminary Flood Insurance Rate Maps (PFIRM) to the cities of Ventura, Oxnard, and Port Hueneme, as well as the Ventura County Watershed Protection District. On May 26, 2017, the City was officially notified by FEMA of proposed modified flood hazard determinations (FHDs) affecting the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for the City of Oxnard.

On May 30 & 31, 2017, FEMA along with the cities of Ventura, Oxnard, and Port Hueneme and County of Ventura held public meetings to inform the affected communities of the release of the revised draft flood maps for the California Coast in Ventura County. This meeting included information regarding the removal as well as addition of some properties from the currently effective floodplain map, the new base flood elevations (BFEs), and the 90-day appeal period that ran from June 9 - September 7, 2017.

On August 23, 2017, a community workshop was held at the City of Oxnard, in the HR Activity room, to discuss the changes in the FIRMs, the technical background of the FIS, as well as the implications on new and substantial development with the changes in BFEs. The majority of community discussion at that meeting revolved around the height implications of the Local Coastal Program (LCP) as result of the changes in BFEs.

On September 5, 2017, the cities of Ventura, Oxnard, and Port Hueneme and County of Ventura sent a joint letter to FEMA regarding the technical review of the PFIRMs for the Coast of Ventura County, CA. The purpose of this letter was to provide technical comments and appeals to the PFIRMs as documented in a report produced by Moffat & Nichol in August 2017.

On February 28, 2019, the Planning Division and Public Works Department jointly held a public meeting at the Oxnard Shores Neighborhood Council to further discuss the impacts of the new FIRMs on the affected property owners. Due to the low attendance at the meeting, staff prepared and mailed an additional notification to all property owners affected by the new FIRMs. This notice was sent to all affected property owners on April 9, 2019.

On June 30, 2020, Public Works received an email from FEMA indicating the City must make revisions to sections of City Code Chapter 18 (Floodplain Management) by January 29, 2021 to comply with the current California Model Floodplain Management Ordinance and remain compliant with NFIP regulations. In this email, they stated that the City would receive an official letter regarding this request at a later date.

DISCUSSION

On July 29, 2020, the City Manager received the letter from FEMA stating that there were no changes made to the PFIRMs as a result of any appeals or comments sent within the appeal period and that those PFIRMs would be effective as of January 29, 2021. Additionally, prior to January 29, 2021, they stated that the City of Oxnard is required, as a condition of continued eligibility in the NFIP, to adopt or show evidence of adoption of floodplain management regulations that meet the standards of Paragraph 60.3(d and e) of the NFIP regulations.

In summary, the amendments to City Code Chapter 18 (Floodplain Management) relate to 1) addition of two new definitions; 2) the modification of five definitions; 3) clarification regarding dates of first adoption of FIS and FIRMs; 4) clarification on the permit review process; 5) clarification regarding freeboard requirements in Zone AO; 6) clarification on standards for subdivisions; and 7) addition of regulatory floodway requirements within Zones A1-30 and AE.

Section 18-9 of current City Code Chapter 18 (Floodplain Management) already includes language such that all subsequent revisions of the FIS and FIRMs are adopted by reference as the basis for establishing the areas of special flood hazard, therefore no specific approval is required from Council.
Approval of the FEMA recommended changes to the City Code Chapter 18 (Floodplain Management) will support meeting the requirements of the NFIP and maintain the City's continued eligibility to participate in the NFIP.

The new FIRMs will affect approximately 106 private property owners along the coastline that were previously in Zone VE already (between Mandalay Beach Road and Capri Way). No new properties were added to Zone VE with this change, however, the implication is that the BFE has increased between 6 - 7 feet in elevation relative to the existing BFE. At this time the City is required to adopt the new FIRMs in order to maintain the City's continued eligibility to participate in the NFIP and we do not have the opportunity to request further appeals or changes to the FIRMs. The implications of the changes as they relate to development within those affected areas now that FEMA has deemed them effective as of next year will be discussed with the community as well as in the Housing and Economic Development Committee in the coming months.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact associated with this item.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 13, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Floodplain Ordinance - Amendments to Chapter 18
2. Appeal Letter to FEMA September 2017
3. FEMA Letter of Final Determination July 2020
4. Floodplain Ordinance Presentation

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. _____

ORDINANCE OF THE CITY OF OXNARD AMENDING SECTIONS 18-2, 18-9, 18-21, 18-25, 18-37, 18-38, AND 18-39 OF CHAPTER 18 OF THE CITY CODE CONCERNING FLOODPLAIN MANAGEMENT

WHEREAS, the City is a member of the National Flood Insurance Program; and

WHEREAS, membership in the National Flood Insurance Program requires the City to periodically update the City Code to comply with the California Model Floodplain Management Ordinance.

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

Part 1. Section 18-2 of the City Code is hereby amended to add the following two definitions, each of which shall be added to the existing list of definitions in alphabetical order:

"BASE FLOOD ELEVATION (BFE) - The elevation shown on the Flood Insurance Rate Map for Zones AE, AH, A1-30, VE and V1-V30 that indicates the water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year."

"VARIANCE - A grant of relief from the requirements of this ordinance which permits construction in a manner that would otherwise be prohibited by this ordinance."

Part 2. The following definitions in Section 18-2 of the City Code are hereby amended to read as follows:

"DEVELOPMENT - Any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard."

"EXISTING MANUFACTURED HOME PARK or SUBDIVISION - A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before March 1, 1979."

"MEAN SEA LEVEL - For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced."

"NEW CONSTRUCTION - For floodplain management purposes, structures for which the "start of construction," commenced on or after March 1, 1979, and includes any subsequent improvements to such structures."

"NEW MANUFACTURED HOME PARK OR SUBDIVISION - A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after March 1, 1979."

"STRUCTURE - A walled and roofed building or mobile home that is principally aboveground; this includes a gas or liquid storage tank as well as a manufactured home."

"WATER SURFACE ELEVATION - The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas."

Part 3. Subsection (A) of Section 18-9 of the City Code is hereby amended to read as follows:

" (A) The areas of special flood hazard identified by the Federal Emergency Management Agency of the Federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Study for the City of Oxnard," dated March 1, 1979, and accompanying flood insurance rate maps dated March 1, 1979, and all subsequent revisions are hereby adopted by reference and declared to be a part of this chapter."

Part 4. Subsection (A)(1) of Section 18-21 of the City Code is hereby amended to read as follows:

"(1) Review all development permits to determine that the permit requirements of this chapter have been satisfied, including determination of substantial improvement and substantial damage of existing structures;"

Part 5. Subsection (E)(5) of Section 18-21 of the City Code is hereby deleted and Subsections (6) and (7)_are renumbered accordingly.

Part 6. Subsection (A) of Section 18-25 of the City Code is hereby amended to read as follows:

"(A) A development permit shall be obtained before construction or development begins, including manufactured homes, within any area of special flood hazard (as defined in sections 18-2 and 18-9). Application for a development permit shall be made on forms furnished by the floodplain administrator and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevation of the area in question; existing or proposed structures; fill; storage of materials; drainage facilities; and the location of the foregoing."

Part 7. Subsection (B)(1)(c) of Section 18-25 of the City Code is hereby amended to read as follows:

"(c) If available, the base flood elevation from the effective Flood Insurance Study and/or Flood Insurance Rate Map; and"

Part 8. Subsections (A) and (B) of Section 18-37 of the City Code are hereby amended to read as follows:

"(A) All preliminary subdivision proposals, including proposals for manufactured home parks and subdivisions, greater than 50 lots or 5 acres, whichever is the lesser, shall identify the flood hazard area and the elevation of the base flood.

(B) All final subdivision plans will provide the elevation of proposed structure(s) and pads. If the site is filled above the base flood, the final pad elevation shall be certified by a registered professional engineer or surveyor and provided as part of an application for a Letter of Map Revision based on Fill (LOMR-F) to the floodplain administrator."

Part 9. A new subsection (B) is hereby added to Section 18-38 of the City Code to read as follows and the existing subsection (B) is hereby redesignated subsection (C):

"(B) Until a regulatory floodway is adopted, no new construction, substantial development, or other development (including fill) shall be permitted within Zones A1-30 and AE, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other development, will not increase the water surface elevation of the base flood more than 1 foot at any point within the City of Oxnard."

Part 10. Section 18-39 of the Oxnard City Code is hereby amended to read as follows:

"Within coastal high hazard areas designated on the effective FIRM, the following standards shall apply:

(A) All new construction and substantial improvements/damage shall be elevated on adequately anchored pilings or columns and securely anchored to such pilings or columns so that the lowest horizontal portion of the structural members of the lowest floor (excluding the pilings or columns) is elevated above the base flood level. The pile or column foundation and structure attached thereto shall be anchored to resist floating, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable State or local building standards.

(B) All new construction shall be located on the landward side of the reach of mean high tide.

(C) All new construction and substantial improvements shall have the space below the lowest floor free of obstructions or constructed with breakaway walls. Such temporarily enclosed space shall not be used for human habitation and may be usable solely for parking of vehicles, building access, or storage.

(D) Fill shall not be used for structural support of buildings.

(E) Manmade alteration of sand dunes that would increase potential flood damage is prohibited.

(F) The floodplain administrator shall obtain and maintain the following records:

(1) Certification by a registered engineer or architect that a proposed structure complies with this section; and

(2) The elevation (in relation to mean sea level) of the bottom of the lowest horizontal structural member of the lowest floor (excluding pilings or columns) of all new and substantially improved structures, and whether such structures contain a basement."

Part 11. Severability. If any section, subsection, subsection, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Part 12. Exempt from CEQA. The City Council determines and finds that this ordinance is exempt from the California Environmental Quality Act under section 15061(b)(3) of the CEQA

Guidelines because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This ordinance is also exempt from environmental review under sections 15307 and 15308 of the CEQA Guidelines as an action by a regulatory agency for protection of natural resources and for protection of the environment.

Part 13. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance

Part 14. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. ____ was first read on November 17, 2020, and finally adopted on _____, 2020, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

ITEM #L-1

county of ventura

PUBLIC WORKS
VENTURA COUNTY

JEFF PRATT
Agency Director

Central Services Department
J. Tabin Cosio, Director

Engineering Services Department
Christopher Cooper, Director

Transportation Department
David Fleisch, Director

Water & Sanitation Department
Michaela Brown, Director

Watershed Protection District
Glenn Shephard, Director

September 5, 2017

Mr. Edward Curtis, P.E.
Risk Analysis Branch
FEMA Region IX
1111 Broadway, Suite 1200
Oakland, CA 94607

Subject: Technical Review of the Preliminary Flood Insurance Rate Maps for the Coast of Ventura County, California

Dear Mr. Curtis:

The coastal communities of Ventura County, California, appreciate FEMA's continued efforts to better define the coastal flood hazard by using the California Coastal Analysis and Mapping Program (CCAMP). We are committed to working closely with FEMA to generate Flood Insurance Rate Maps (FIRM) that best reflect the coastal flood hazard in Ventura County.

Since the September 30, 2016, release of the Preliminary Flood Insurance Rate Map (PFIRM), the cities of Ventura, Oxnard, and Port Hueneme, as well as the Ventura County Watershed Protection District (District) representing the unincorporated coastal areas of Ventura County, have jointly hired Moffatt & Nichol to conduct a detailed technical review of the PFIRM maps and the supporting materials (Intermediate Data Submittals – IDS). According to the review, the local communities believe changes and corrections need to be made to the maps or supporting documents to correct errors or improve the quality of the final products. The following summarizes the technical comments and appeals documented by the August 2017 Moffat & Nichol report that need FEMA's resolution and correction to the preliminary maps:

1. AE zones are erroneously mapped at the coastal areas at the Santa Clara River mouth (between transects 44 and 45) and at the Santa Clara River overflow coastal zone (between transects 46 and 47).

2. The 35-foot minimum mapping distance criteria may be applicable to paper maps. However, since FEMA mapping products have embraced digital FIRM (DFIRM) in the last decade or so, the physical mapping scale limitation may place a heavy burden on local floodplain managers. According to Section D.4.9.4 of FEMA's "Guidelines for Coastal Flood Hazard Analysis and Mapping for the Pacific Coast of the United States," local communities request that secondary/overtopping VE zones be mapped, even though the total overtopping width is less than 35 feet.

3. The roughness factor—due to the presence of cobbles, offshore reefs, and rock from failed revetment structures—was not considered. According to Section D.4.7.3.2 of the guidelines, local communities request that a composite roughness factor be used.

4. Local communities believe starting wave run-up analysis at a more shallow depth (around -15 to -20 meters instead of -40 meters) is more appropriate and would generate more accurate Base Flood Elevations (BFEs).

5. According to Section D.4.9.6 of the FEMA guidelines, local communities request that the difference of BFEs between neighboring transects be reduced. This is particularly true for transects separating neighboring residential properties.

The Cities of Ventura, Oxnard, and Port Hueneme—as well as the County of Ventura—are pleased to present to you the *"Final Report for Technical Review of FEMA CCAMP for Ventura County"* prepared by Moffat & Nichol, our consultant. We request that FEMA address these comments before finalizing the mapping products.

In addition, we are forwarding to you an appeal challenging the flood hazard determination at the address of 3452 West Pacific Coast Highway.

If you have any questions, please contact me at 805-654-2073 or Sergio Vargas, Deputy Director, at 805-650-4077 or via e-mail at sergio.vargas@ventura.org.

Sincerely,

Jeff Pratt
Public Works Agency Director
County of Ventura

Thien Ng
Interim Public Works Director
City of Oxnard

Brad Starr
Floodplain Manager
City of Ventura

Don Villafana
Public Works Director
City of Port Hueneme

SV:VS/gjm
Attachments: *Final Report for Technical Review of FEMA CCAMP for Ventura County*
Wave Run-up & Coastal Hazard Analysis, 3452 West Pacific Coast Highway, Ventura County, California

cc: John Zaragoza, Chair, Ventura County Board of Supervisors
Glenn Shepard, Director, Ventura County Watershed Protection District
Sergio Vargas, Deputy Director, Ventura County Watershed Protection District
Mark Shellnut, 3452 West Pacific Coast Highway

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Federal Emergency Management Agency

Washington, D.C. 20472

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
115-I

July 29, 2020

Alexander Nguyen
City Manager, City of Oxnard
City Hall
300 West Third Street
Oxnard, California 93030

Community: City of Oxnard,
Ventura County, California
Community No.: 060417
Map Panels Affected: See FIRM Index

Dear Mr. Nguyen:

On May 26, 2017, you were notified of proposed modified flood hazard determinations (FHDs) affecting the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for the City of Oxnard. The statutory 90-day appeal period that was initiated on June 9, 2017, when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed FHDs for your community in the *Ventura County Star*, has elapsed.

FEMA received no valid requests for changes in the FHDs. Therefore, the determination of the Agency as to the FHDs for your community is considered final. The final FHDs will be published in the *Federal Register* as soon as possible. The modified FHDs and revised map panels, as referenced above, will be effective as of January 29, 2021, and revise the FIRM that was in effect prior to that date. For insurance rating purposes, the community number and new suffix code for the panels being revised are indicated above and on the maps and must be used for all new policies and renewals.

The modifications are pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) and are in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, Public Law 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Because of the modifications to the FIRM and FIS report for your community made by this map revision, certain additional requirements must be met under Section 1361 of the 1968 Act, as amended, within 6 months from the date of this letter. Prior to January 29, 2021, your community is required, as a condition of continued eligibility in the National Flood Insurance Program (NFIP), to adopt or show evidence of adoption of floodplain management regulations that meet the standards of Paragraph 60.3(d and e) of the NFIP regulations. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

It must be emphasized that all the standards specified in Paragraph 60.3(d and e) of the NFIP regulations must be enacted in a legally enforceable document. This includes the adoption of the effective FIRM and FIS report to which the regulations apply and the modifications made by this map revision. Some of the standards should already have been enacted by your community. Any additional requirements can be met by taking one of the following actions:

1. Amending existing regulations to incorporate any additional requirements of Paragraph 60.3(d and e);

2. Adopting all the standards of Paragraph 60.3(d and e) into one new, comprehensive set of regulations; or
3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of Paragraph 60.3(d and e).

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the 1973 Act as amended.

A Consultation Coordination Officer (CCO) has been designated to assist your community with any difficulties you may be encountering in enacting the floodplain management regulations. The CCO will be the primary liaison between your community and FEMA. For information about your CCO, please contact:

FEMA Region IX
Attn: Eric Simmons, Engineer
1111 Broadway, Suite 1200
Oakland, California 94607-4052
(510) 627-7029

To assist your community in maintaining the FIRM, we have enclosed a Summary of Map Actions to document previous Letter of Map Change (LOMC) actions (i.e., Letters of Map Amendment (LOMAs), Letters of Map Revision (LOMRs)) that will be superseded when the revised FIRM panels referenced above become effective. Information on LOMCs is presented in the following four categories: (1) LOMCs for which results have been included on the revised FIRM panels; (2) LOMCs for which results could not be shown on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lots or structures involved were outside the Special Flood Hazard Area as shown on the FIRM; (3) LOMCs for which results have not been included on the revised FIRM panels because the flood hazard information on which the original determinations were based is being superseded by new flood hazard information; and (4) LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures cannot be revalidated through an administrative process like the LOMCs in Category 2 above. LOMCs in Category 2 will be revalidated through a single letter that reaffirms the validity of a previously issued LOMC; the letter will be sent to your community shortly before the effective date of the revised FIRM and will become effective 1 day after the revised FIRM becomes effective. For the LOMCs listed in Category 4, we will review the data previously submitted for the LOMA or LOMR request and issue a new determination for the affected properties after the revised FIRM becomes effective.

The FIRM panels have been computer-generated. Once the FIRM and FIS report are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided to your community for use in a computer mapping system. These files can be used in conjunction with other thematic data for floodplain management purposes, insurance purchase and rating requirements, and many other planning applications. Copies of the digital files or paper copies of the FIRM panels may be obtained by calling our FEMA Mapping and Insurance eXchange (FMIX), toll free, at 1-877-FEMA-MAP (1-877-336-2627). In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

If you have any questions regarding the necessary floodplain management measures for your community or the NFIP in general, we urge you to call the Director, Federal Insurance and Mitigation Division of FEMA in Oakland, California, at (510) 627-7100 for assistance. If you have any questions concerning

mapping issues in general or the enclosed Summary of Map Actions, please call our FMIX at the number shown above. Additional information and resources your community may find helpful regarding the NFIP and floodplain management, such as *The National Flood Insurance Program Code of Federal Regulations, Answers to Questions About the NFIP, Use of Flood Insurance Study (FIS) Data as Available Data, Frequently Asked Questions Regarding the Effect that Revised Flood Hazards have on Existing Structures,* and *National Flood Insurance Program Elevation Certificate and Instructions,* can be found on our website at https://www.floodmaps.fema.gov/lfd. Paper copies of these documents may also be obtained by calling our FMIX.

Sincerely,

Luis Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

Enclosure:
Final Summary of Map Actions

cc: Community Map Repository
Rosemarie Gaglione, Public Works Director, City of Oxnard
Kelly Soule, State NFIP Coordinator, California Department of Water Resources
Mike Mierzwa, State Floodplain Manager, California Department of Water Resources

FINAL SUMMARY OF MAP ACTIONS

Community: OXNARD, CITY OF Community No: 060417

To assist your community in maintaining the Flood Insurance Rate Map (FIRM), we have summarized below the effects of the enclosed revised FIRM panels(s) on previously issued Letter of Map Change (LOMC) actions (i.e., Letters of Map Revision (LOMRs), Letter of Map Revision based on Fill (LOMR-Fs), and Letters of Map Amendment (LOMAs)) that will be affected when the revised FIRM becomes effective on January 29, 2021.

1. LOMCs Incorporated

The modifications effected by the LOMCs listed below will be reflected on the revised FIRM. In addition, these LOMCs will remain in effect until the revised FIRM becomes effective.

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMR	10-09-0815P	01/21/2010	Santa Clara Rivre SFHA Update	06111C0905E 06111C0910E	06111C0901F 06111C0902F 06111C0904F 06111C0910E
LOMR	12-09-1132P	08/06/2012	City of Oxnard Marina Update	06111C0905E 06111C0911E	06111C0903F 06111C0911F

2. LOMCs Not Incorporated

The modifications effected by the LOMCs listed below will not be reflected on the revised FIRM panels or will not be reflected on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lot(s) or structure(s) involved were outside the Special Flood Hazard Area, as shown on the FIRM. These LOMCs will remain in effect until the revised FIRM becomes effective. These LOMCs will be revalidated free of charge 1 day after the revised FIRM becomes effective through a single revalidation letter that reaffirms the validity of the previous LOMCs.

2A. LOMCs on Revised Panels

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMR-F	94-09-898A	11/03/1994	TRACT 2617-1, LOT 20-- 904 "M" COURT. .	0604170015C	06111C0904F
LOMR-F	96-09-529A	07/02/1996	TRACT 2617-1 LOTS 1-67	0604170015C	06111C0904F
LOMA	10-09-1637A	04/06/2010	(70-OAS) LOT 165, TRACT 5234-3 -- 3432 BROOKWOOD LANE	06111C0905E	06111C0902F
LOMA	17-09-1213A	07/19/2017	TRACT 2026-1, LOT 144 -- 2154 JAMESTOWN WAY	06111C0911E	06111C0911F

FINAL SUMMARY OF MAP ACTIONS

Community: OXNARD, CITY OF Community No: 060417

2B. LOMCs on Unrevised Panels

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	06-09-0086A	11/10/2005	2201 EAST VENTURA BOULEVARD-PARCEL C, PARCEL MAP 74-20	0604170010C	06111C0910E
LOMA	20-09-0407A	01/22/2020	PARCEL MAP 74-20, PARCEL A -- 2100 AUTO CENTER DRIVE (BLDGS A-K, M & Q)	06111C0910E	06111C0910E

3. LOMCs Superseded

The modifications effected by the LOMCs listed below have not been reflected on the Final revised FIRM panels because they are being superseded by new or revised flood hazard information or the information available was not sufficient to make a determination. The reason each is being superseded is noted below. These LOMCs will no longer be in effect when the revised FIRM becomes effective.

LOMC	Case No.	Date Issued	Project Identifier	Reason Determination Will be Superseded
LOMA	05-09-0473A	04/28/2005	TRACT 4380, LOT 21 -- 909 MANDALAY BEACH ROAD	2
LOMR-VZ	10-09-2761A	07/08/2010	(65-RVS) TRACT NO. 1899, LOT 1 -- 1241 CAPRI WAY	2
LOMR-VZ	20-09-1022A	04/16/2020	TRACT 1277-1, LOT 235 -- 1125 CAPRI WAY	2

1. Insufficient information available to make a determination.
2. Lowest Adjacent Grade and Lowest Finished Floor are below the proposed Base Flood Elevation.
3. Lowest Ground Elevation is below the proposed Base Flood Elevation.
4. Revised hydrologic and hydraulic analyses.
5. Revised topographic information.
6. Superseded by another LOMC.

4. LOMCs To Be Redetermined

The LOMCs in Category 2 above will be revalidated through a single revalidation letter that reaffirms the validity of the determination in the previously issued LOMC. For LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures is no longer valid, the LOMC cannot be revalidated through this administrative process. Therefore, we will review the data previously submitted for the LOMC requests listed below and if appropriate issue a new determination for the affected properties after the effective date of the revised FIRM.

SOMA-2

FINAL SUMMARY OF MAP ACTIONS

Community: OXNARD, CITY OF Community No: 060417

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
			NO CASES RECORDED		

Floodplain Ordinance Amendments

City Council
November 17, 2020

Tatiana Arnaout
City Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the that City Council approve the first reading by title only and subsequent adoption of an ordinance amending various sections of Chapter 18 (Floodplain Management) of the Oxnard City Code to comply with the current California Model Floodplain Management Ordinance. (Public Works and Transportation Committee approved 3-0)

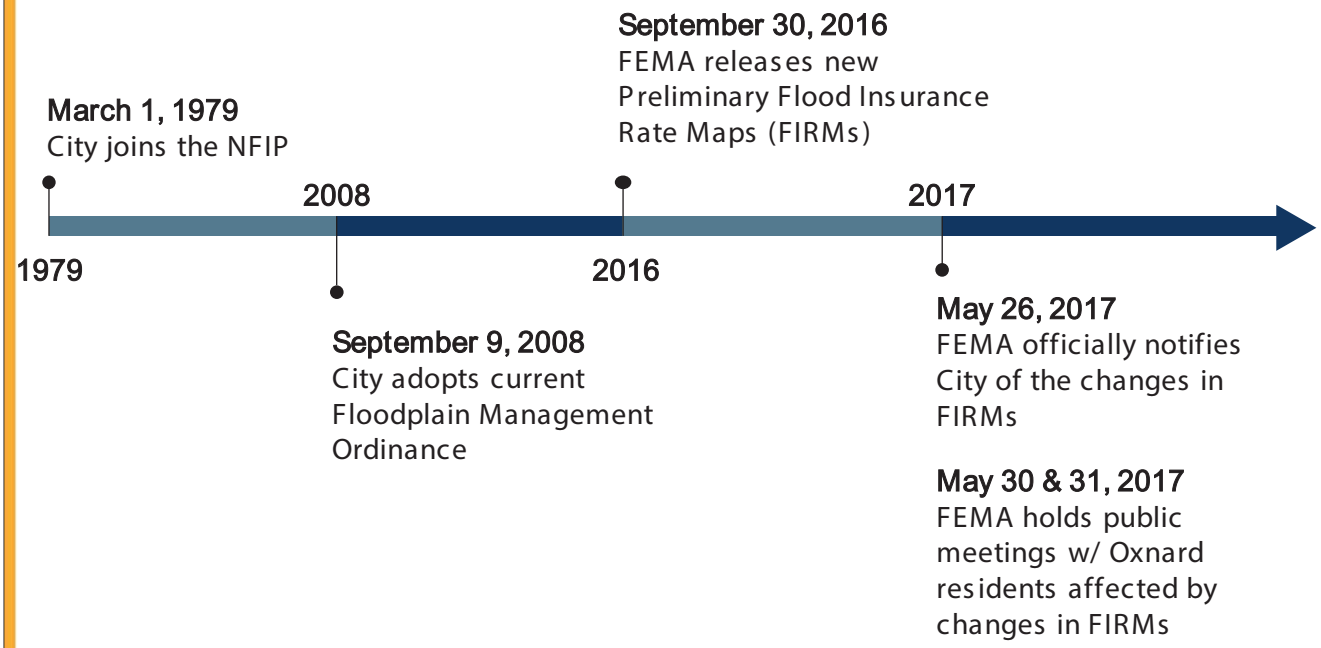
BACKGROUND

The City of Oxnard (City) participates in the National Flood Insurance Program (NFIP), which is administered by the Federal Emergency Management Agency (FEMA).

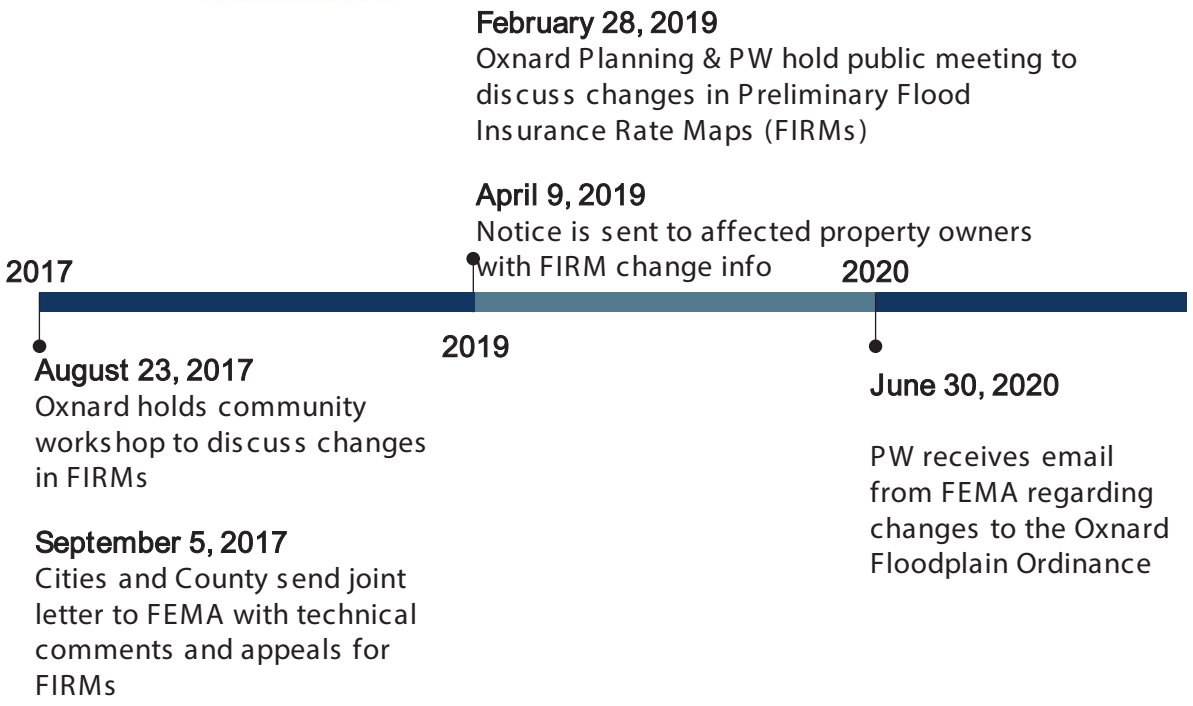
As a participating community, the City is mandated to adopt and enforce ordinances to reduce the risk of flooding and meet or exceed federal requirements.

In return, FEMA makes flood insurance available to property owners throughout the City.

BACKGROUND - TIMELINE



BACKGROUND - TIMELINE CONTINUED



DISCUSSION

On July 29, 2020, the City Manager received the letter from FEMA stating that there were no changes made to the Preliminary Flood Insurance Rate Maps (FIRMs) as a result of any appeals or comments sent within the appeal period and that those FIRMs would be effective as of **January 29, 2021**.

Additionally, prior to January 29, 2021, they stated that the City of Oxnard is required, as a condition of continued eligibility in the National Flood Insurance Program (NFIP), to adopt or show evidence of adoption of floodplain management regulations that meet the standards of Paragraph 60.3(d and e) of the NFIP regulations.

DISCUSSION

In summary, the amendments to City Code Chapter 18 (Floodplain Management) relate to :

1) addition of two new definitions;
2) the modification of five definitions;
3) clarification regarding dates of first adoption of Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRMs);
4) clarification on the permit review process;
5) clarification regarding freeboard requirements in Zone AO;
6) clarification on standards for subdivisions; and
7) addition of regulatory floodway requirements within Zones A1-30 and AE.

DISCUSSION

Section 18-9 of current City Code Chapter 18 (Floodplain Management) already includes language such that all subsequent revisions of the Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRMs) are adopted by reference as the basis for establishing the areas of special flood hazard, therefore no specific approval is required from Council for that specific action.

Approval of the FEMA recommended changes to the City Code Chapter 18 (Floodplain Management) will support meeting the requirements of the National Flood Insurance Program (NFIP) and maintain the City's continued eligibility to participate in the NFIP.

The implications of the changes as they relate to development within those affected areas now that FEMA has deemed them effective as of next year are being discussed with the community as well as in the Housing and Economic Development Committee in the coming months.

FINANCIAL IMPACT

There is no financial impact associated with this item.

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. L.2

DATE: November 17, 2020

TO: City Council

FROM: Jeff Pengilley, Interim Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: The Village Specific Plan (AKA "Wagon Wheel Specific Plan") Amendment, Tentative Tract Map Revision, Development Agreement Amendment, and certification of Addendum to Final Environmental Impact Report (FEIR) No. 06-03 and Supplemental Environmental Impact Report (SEIR) 14-01. Located in The Village Specific Plan area generally bounded by the Ventura Freeway (Highway 101) to the north, Oxnard Boulevard to the east, the Union Pacific Railroad (UPRR) and El Rio Drain to the south, and North Ventura Road and the Santa Clara River to the west. (20/15/10)

RECOMMENDATION

That the City Council:
1. Conduct a public hearing;
2. Introduce an Ordinance (by title only, waiving further reading) approving Planning and Zoning Permit No. 19-630-01 (Specific Plan Amendment No. 2 to The Village Specific Plan) for map and text amendments to The Village Specific Plan ("Specific Plan"), subject to certain findings;
3. Adopt a Resolution approving Planning and Zoning Permit No. 19-300-01 (Revision to Tentative Subdivision Map for Tract No. 5745), subject to certain findings and conditions;
4. Introduce an Ordinance (by title only, waiving further reading) approving Planning and Zoning Permit No. 20-670-02 (Second Amendment to Development Agreement No. A-7122) between the City of Oxnard and Oakwood Communities, Inc. or Successor, subject to certain findings; and
5. Certify an Addendum to FEIR No. 06-03 and SEIR No. 14-01.

BACKGROUND

Executive Summary

The Specific Plan Amendment (SPA) and Tentative Tract Map (TTM) revision will simplify review, facilitate future development and improve consistency with existing development patterns. The proposed SPA will not result in an increase in the unit count or result in changes to the existing affordable housing obligation. The Development Agreement Amendment (DAA) will provide development and financial certainty to support continued development. Finally, Council approval of the Addendum to the Final Environmental Impact Report (FEIR) will provide the necessary environmental clearance to support the continued buildout of the project.

Background

In January 2009, the City Council approved the entitlement permits for the Village Specific Plan to guide future development on the 62-acre project site. Approvals included General Plan Amendment, Zone Change, Tentative Subdivision Map, Specific Plan Amendment, Mobile Home Closure Permit and a Replacement Housing Plan, Development Agreement (DA) No. A-7122, and an Owner Participation Agreement. The Village Specific Plan provides

infrastructure plans, guidelines, standards, and regulations for up to 1,500 dwelling units, 50,300 square feet of commercial development, and related roads, parking, and transit center parking. Several subsequent approvals and amendments have taken place since the 2009 approval. Details of those approvals can be found in the attached Planning Commission staff report (Attachment 1).

On May 19, 2020, the City Council, as part of their recommendation to adopt Development Impact Fees (DIFs), directed staff to work with Developers who were currently in long term active development with consideration that proformas and financial development assumptions had been established for specific projects. In July 2020, the City Council also approved a resolution locking in current development impact fees until July 19, 2021, for projects that received entitlement prior to July 19, 2020, which would include The Village Specific Plan. Wagon Wheel has been in process since 2010, with an approved DA tied to many developer constructed improvements and fees, therefore staff has worked with Wagon Wheel on the impact of the new fees.

The October 1, 2020, Planning Commission hearing on the project was continued to October 15, 2020 and then October 29, 2020, due to broadcasting difficulties and lack of a quorum. During the October 1, 2020, hearing, Commissioners asked a few questions as a result of Staff's presentation. Additionally, two public comment letters/emails were received. The questions and comments were in regards to the tower height, density, affordable housing, flood control and conceptual park amenities. Staff provided to the Planning Commission a memo response to the comments to aid the Commissioners' in further understanding the project and to assist in moving the project forward. On October 29, 2020, the Planning Commission held a public hearing and unanimously adopted Resolutions recommending City Council approval of the proposed Specific Plan Amendment, Revision to Tentative Map No. 5745, Second Development Agreement Amendment, and certification of an Addendum to FEIR No. 06-03 and SEIR No. 14-01 (Attachment 1).

DISCUSSION

The Developer is seeking Council approval of the following four requests:

<u>Request 1. Specific Plan Amendments No. 2 (Attachment 2)</u>

Approval of a request for text and map amendments to The Village Specific Plan (AKA "Wagon Wheel Specific Plan") to change the land use designation for Planning Areas (PA) 1 and 14 to Parks & Open Space (P/OS) and PA 6 to High Density Residential (H); revise PA boundaries; remove the Live/Work (L/W) land use designation, update the Land Use Table, reduce the maximum height for the High Rise (HR) land use designation from 270 feet down to 100 feet; and add an administrative process for reviewing Minor Modifications to The Village Specific Plan.

The Developer has requested various changes to the Land Use Plan and text of The Village Specific Plan to facilitate ongoing development. The following is a summary of requested revisions. A list of SPA items is provided in Section 6(a) of the Planning Commission staff report, and analysis of each request within the SPA are detailed in Section 6(h) of the Planning Commission staff report (see Attachment 1 for the Planning Commission staff report). The pages to be amended through this SPA are provided in Attachment D to the Planning Commission staff report. Key SPA amendment items are as follows:

a.) Revise the Specific Plan Land Use Plan Figure 2.1

- Relocation of the Neighborhood Park from PA 6 in the western center of the specific plan over to PA 1 to increase park acreage from 2.0 acres to 2.39 acres; and improve park access and relocate residential uses further away from noise impacts associated with the Ventura Road off-ramp.
- Merge and reconfigure several PA's to simplify development.
- Merge PA's 20 & 21 into PA 20 and designate as HR to accommodate originally approved density.

b.) Revise some development standards to accommodate future development in keeping with existing and planned

development patterns:

- Reduce the maximum allowable Building Height on HR from 270 feet down to 100 feet maximum to accommodate the planned number of units while minimizing view impacts and resulting in a development height more in keeping with existing and planned development patterns.
- Remove requirements for 2-car attached garages and subterranean garages (the required number of parking spaces would still be provided).
- Remove requirements for rooftop recreation, but provide the same quality of recreation space as required by The Village Specific Plan.

c.) Update conceptual park graphics and amenities to fit within the new park locations and infrastructure design.
d.) Add an Administrative process for minor modifications to The Village Specific Plan to streamline the process consistent with the RiverPark Specific Plan. The administrative process will allow the Community Development Director to grant SPA's which are in keeping with the spirit and intent of The Village Specific Plan.

In summary, the SPA changes will simplify the map to facilitate future development and improve consistency with existing development patterns. The proposed SPA will not result in an increase in the unit count or result in changes to the existing affordable housing obligation.

<u>Request 2. Revision to Tentative Tract Map No 5745 (Attachment 3)</u>

Approval of a request for Revisions to Tentative Tract Map (TTM) No. 5745 to change the location of the park and residential land uses on specific lots; create new lot numbers to accommodate flood protection; delineate flood protection improvements on Lot A and Wagon Wheel Road; realign the multi-use trail; revise the Ventura Road frontage south of Wagon Wheel Road to replace the MUP with a sidewalk and on-street bike lane; realign the Highway 101 off-ramp; and revise lot lines to be consistent with the proposed Specific Plan Amendment. Several of the original tract conditions will also be updated to be consistent with the proposed Revised TTM and the current and proposed understanding of ownership and maintenance of the public improvements within The Village Specific Plan area.

The project includes revision to existing TTM No. 5745 to be consistent with the proposed SPA, and to facilitate future construction as outlined in The Village Specific Plan. All prior approvals will remain in effect, with the exception of specific conditions of approval, and the revised map will allow for the phased development. Key proposed Revision to TTM No. 5745 are as follows:

- Change or "swap" the locations of residential Lot 1 and park Lot A consistent with the SPA.
- Realign the Highway 101/Ventura Road freeway off-ramp so that it matches its existing configuration and loops onto Ventura Road (rather than through the subdivision).
- Expand Residential Lot 6 to include the former planned off-ramp location, in keeping with the original residential designation for this area prior to the 2015 TTM design.
- Create Lots to accommodate flood protection walls.
- Delineate flood protection improvements on Lot A and along Wagon Wheel Road.
- Realign the MUP to meet Ventura Road at Wagon Wheel Road to allow for better MUP connectivity.
- Merge former MUP lots with Residential lots (Lots 2 & 3).
- Revise the South end of the Ventura Road frontage (replace former MUP location with 6' sidewalk and on-street bike lane).

Several updates to the original tract conditions for TTM No. 5745 (City Council Resolution 14,857) are necessary for consistency with the proposed Revision to TTM No. 5745, the SPA, and the current and proposed understanding of ownership and maintenance of the public improvements within and adjacent to The Village Specific Plan. The updated conditions are included in the resolution for the Revision to TTM No. 5745 (Attachment 3). Key amended conditions of approval include clarification regarding the landscaping and irrigation improvements within the Caltrans freeway right of

way and the associated maintenance obligation associated with this area (Homeowners Association through the Community Facilities District). Condition revisions are also necessary to clarify the maintenance obligation for the MUP and pedestrian bridge. Further, revised conditions of approval are necessary to clarify ongoing obligations associated with the transit center and maintenance obligations associated with entry features (lots).

Request 3. Second Development Agreement Amendment (Attachment 4)

Approve the proposed Second Development Agreement Amendment (DAA) between the City of Oxnard and Oakwood Communities, Inc. to amend impact fees, authorize the Community Development Director to permit flexibility in construction timing based on progress made during construction, and update the solar energy requirement.

The proposed DAA would be the Second Amendment to DA No. A-7122 between the City of Oxnard and Oxnard CRFL Partners, LLC, successor in interest to Oxnard Village Investments, LLC. The Developer is requesting a fee lock and fee offset of the May 2020 Council approved development impact fee increases in the form of fee credits to offset the Developer's costs associated with construction of drainage, park, MUP and bridge improvements. The Developer is also requesting modifications that would allow flexibility in construction timing, and flexibility to install more energy efficient utilities.

Under City Council Resolution 15,364, the current development impact fees are locked until July 19, 2021 for projects that received entitlement prior to July 19, 2020, including The Village Specific Plan. Therefore the amendment to development impact fees would affect building permits issued after July 19, 2021, which is estimated to be approximately 499 remaining building permits based upon permits issued to date and projects currently under plancheck. The Second DAA will have a net public benefit of assuring either bonding or full construction of Developer funded public improvements such as the floodwalls, Highway 101/Ventura Road off-ramp, public parks, MUP, pedestrian bridge over Oxnard Boulevard, and the MUP extension beneath Highway 101 prior to buildout of the specific plan. The amendments are consistent with the FEIR Statement of Overriding Consideration. The following is a discussion of the requested DAA modifications.

a.) Lock in Capital Growth Impact Fee rate (DAA Section 5): A request to lock the growth impact fees (aka "Growth Fees") to the rate in effect prior to the DIF increases of May 2020. The Growth Fee funds facilities such as police and fire stations, city hall and community centers.

- *Original DA Provision:* The original DA required the Developer to contribute the purchase price of a fire ladder truck for high-rise buildings in-lieu of capital grown fees, prior to issuance of the 750th building permit. This requirement was replaced in the First DAA in 2015, instead requiring the Developer to pay the capital growth impact fee per dwelling in effect at the time that building permits are pulled. A cap of no more than $2,850,000 was set for this fee. The First DAA also required the Developer to pay a lump-sum payment of $300,000 to the City for design and construction of upgrades to the fire station (paid in March 2017). These provisions were required to satisfy the FEIR Mitigation PS-1(a) to provide funding for an additional ladder truck and upgrades to the existing fire station to accommodate the incrementally increased demands on Oxnard Fire Department.
- *Proposed DAA Provision:* The amendment to Section 5 would lock the existing Growth Fee of $1.16 per square foot for the estimated remaining 499 building permits that would be subject to the new fee after July 2021.
- *Impact to the City:* Under the City's fee increase approved on May 19, 2020, this fee would increase the fee to $3,955 per dwelling unit. However, the Fist DAA capped the maximum Capital Growth fee at $2.850,000. The Developer will reach the $2,850,000 cap before full buildout under the existing fee. Therefore the existing fee would cover the $2.85 million required under Mitigation PA-1(a), and the financial impact to the City would be zero. Per the First DAA, the Developer paid the lump-sum of $300,000 to the City for design and construction of upgrades to the fire station.

b.) Lock the City's Traffic Impact Fee rate (DAA Section 7(d)(i)): A request to lock in the 2015 Traffic Impact Fee (aka "Traffic Circulation Fee") until July 1, 2022, and ultimately until July 1, 2028 if the Developer completes the project floodwall and Ventura Road offramp by July 1, 2024. The City's traffic circulation fee provides funding for roadway

improvements to maintain acceptable level of service for new development. This amendment would apply to the City's Traffic Circulation Fee and would not affect the County of Ventura Traffic Mitigation Fee. The Developer initially received a $4 million traffic fee credit for demolition of the existing industrial buildings on the site, and the credit has been applied to the building permits issued to date. The Developer's credits are almost exhausted. Therefore, although no traffic fees have been collected to date, the Developer will be responsible for payment of the fees on most of the remaining 774 units that have not been issued building permits yet.

- *Original DA Provision*: DA Section 7(d) originally required the Developer to pay impact fees at the rate in effect at the time that permits are pulled. This provision was amended in the First DAA in 2015 to lock in the City's traffic impact fees for 5 years (until July 2021) to no more than 10% above the rate at the time of the first market rate residential building permit (2015). The fees had not changed until the recent City Council decision in May 2020.
- *Proposed DAA Provision*: This amendment to Section 7(d) would lock the existing traffic circulation fee to $4,745 per multi-family apartment dwelling unit, $6,278 per 1-2 bedroom condominium, and $8,030 per 3-bedroom condominium for the estimated remaining 499 building permits that would be subject to the new fee after July 2021. The lock will only stay in place if the Developer bonds or completes the Ventura Road Offramp and Santa Clara River flood walls prior to July 2024.
- *Impact to the City*: Under the City's fee increase approved on May 19, 2020, this fee would increase to $7,574 per apartment dwelling unit, and $9,769 per 3-bedroom condominium. Based on an estimated remaining 499 building permits that will be subject to the new fee after July 2021, the total cost of this amendment (difference between the prior fee and the new fee) is approximately $1.41 million in revenue. The required fee is significantly lower than the improvements the City will secure through the Ventura Road offramp and other circulation and flood improvements.

c.) <u>Offset the new Mobility Fee (DAA Section 7(d)(ii)):</u> A request to o grant credit toward the new Mobility fee for costs associated with construction of the MUP trail, the MUP extension underneath the Highway 101 underpass, and the pedestrian bridge over Oxnard Blvd. that haven't been used to offset other required fees. The Mobility fee was recommended in the City's 2011 Bicycle & Pedestrian Facilities Master Plan and is intended to support the City effort to improve the bicycle and pedestrian network.

- *Original DA Provision*: The Mobility fee is a new fee and therefore was not discussed in the DA or the original project approvals.
- *Proposed DAA Provision*: This amendment to Section 7 would offset the new Mobility fee of $2,245 per multi-family dwelling unit for the estimated remaining 499 building permits that will be subject to the new fee after July 2021. The Mobility fee credit would be tied to the Developer's completion (or bonding) of the MUP, underpass and Pedestrian Bridge improvements prior to the 1,300th dwelling unit or by July 2024, whichever occurs sooner.
- *Impact to the City*: Under the City's fee increase approved on May 19, 2020, this new fee would have cost the Developer $2,245 per dwelling. Based on an estimated 499 remaining dwelling units, the total Mobility Impact fee to the developer would be $1,120,255. Staff is in support of having the Developer construct the improvements rather than pay the fee due to the robust public improvements such as the MUP, pedestrian bridge over Oxnard Blvd., and overall pedestrian connectivity between this project, Riverpark and the City pedestrian network.

d.) <u>Offset the existing and increase in Park Development Fee (DAA Section 7(d)(iii)):</u> A request to grant credit toward the Parks fee for costs associated with construction of the MUP trail, Highway 101 underpass, and Parks A, B & C. The Parks Development fee funds park development costs and is not the same as the City's Quimby fee.

- *Original DA Provision*: DA Section 7(d) originally required the Developer to pay impact fees at the rate in effect at the time that permits are pulled.
- *Proposed DAA Provision*: This amendment to Section 7(d) would waive the existing Park Development fee of $250 per multi-family dwelling unit for the remaining 774 units that have not been issued building permits yet as

of the date of this staff report; approximately $193,500. It also grants credits toward the approved increase in fee to $4,624 per multi-family dwelling unit. The Park fee credit would be tied to the Developer's completion (or bonding) of the MUP trail, Highway 101 underpass, and Parks A, B, & C improvements prior to the 1,300th dwelling unit or by July 2024, whichever occurs sooner.

- *Impact to the City*: Under the City's fee increase approved on May 19, 2020, this fee would increase from $250 per dwelling to $4,624 per dwelling unit. Given that the Developer is providing land area, building the parks, and created a CFD and LMD to maintain the parks, the Developer is requesting the current and future fee be credited. Based on an estimated remaining 499 building permits that will be subject to the new fee after July 2021, the credit equates to approximately $2,307,376. In no case would the City actually give money to the Developer for the development of the parks; the amendment would simply not require the Developer to pay towards parks since they are constructing more than the required park space.

e.) Offset Storm Drain Fee (DAA Section 7(d)(iv)): A request to offset all current and future City drainage fees ("Storm Drain Fees") relating to the project. The storm drainage fee provides funding for infrastructure required to mitigate the impacts of new development. Given that this is a redevelopment site that is not adding an impervious area, the Developer is not obligated to pay this fee. The amendment recognizes this existing fulfillment of the city requirement to construct the improvements or pay the impact fee.

- *Original DA Provision*: DA Section 7(d) required the Developer to pay impact fees at the rate in effect at the time that permits are pulled. The First DAA did not address drainage fees.
- *Proposed DAA Provision*: This amendment to Section 7(d) would recognize the Developer's existing fulfillment of constructing improvements rather than paying the Storm Drain fee. Since the Developer is not responsible for paying the Storm Drain fee, this cost to the Developer would continue to be zero.
- *Impact to the City*: Since the City does not collect this fee from the Developer, the financial impact to the City would be zero. Furthermore, the necessary infrastructure will continue to be provided by the Developer.

f.) Grant Credit for Air Quality Fee (DAA Section 15.2): A request to Re-Title Paragraph 15.2 as 'Off-Site Trail Improvements' and grant full credit towards Air Quality and Mobility fees for construction of the pedestrian bridge over Oxnard Blvd.

- *Original DA Provision*: Section 15.2 is currently titled "Santa Clara River Trail." DA Section 15.2 required the Developer to pay up to $120,000 towards design costs for the Santa Clara River trail, and all costs associated with construction of the Santa Clara River Trail Improvements as specified by the Santa Clara River Master Plan. Section 15.2 was amended in the First DAA for the Developer to pay costs not to exceed the available Air Quality Fee credit for the Santa Clara River Trail or the MUP beneath Highway 101. The Air Quality fee credit was one half of the value of the land and costs incurred by the Developer for engineering and construction of the Santa Clara River Trail or MUP.
- *Proposed DAA Provision*: This amendment would add the off-site MUP pedestrian bridge over Oxnard Blvd. as an eligible trail improvement under this provision, and allow full credit for the value of the land and costs incurred by the Developer for engineering and construction of the pedestrian bridge. Existing Tract Condition 155 allows the Developer half Air Quality credit for improvements associated with the pedestrian bridge; the Developer would like this increased to full credit. Therefore this increase in financial provision has been incorporated into DA Section 15.2. The Developer would receive full credit towards the Air Quality fee (aka "TDM fee" $592 per multi-family dwelling unit) and Mobility fees ($2,245 per multi-family dwelling unit) for the construction cost of the pedestrian bridge. The credit would be tied to the Developer's completion (or bonding) of the Pedestrian Bridge improvements prior to December 31, 2021.
- *Impact to the City*: The estimated cost of the pedestrian bridge improvement is $940,000. The amendment would allow the Developer to apply the improvement costs towards the anticipated Air Quality and Mobility fees. The net impact of this amendment is that the pedestrian bridge would be constructed rather than the Developer paying these fees to the City. The construction cost of the pedestrian bridge will exceed the applicable fees.

g.) Ventura Road Pump System (DAA Section 16.1): A request to authorize the Community Development Director to

allow construction timing flexibility on construction of the Ventura Road Pump System. The intent of the added provision is to match the language in Tentative Tract No. 5745 Condition of Approval 120 (City Council Resolution 14,857) which allows the Development Services Director (now called the Community Developer Director) to provide additional time for construction of the Pump System improvements if the Director determines that the Developer has made progress and is diligently pursuing construction.

- *Original DA Provision*: The Developer is required to install the Ventura Road pump system prior to occupancy of the 750th Dwelling unit to alleviate drainage flood control deficiency at Ventura Road near Highway 101.
- *Proposed DAA Provision*: Section 16.1 would retain the same requirement, but would allow the Community Development Director the authority to allow additional time if the Director determines that the Developer is making progress, up to 1,300 units. The Developer will be required to bond for the pump system improvements for additional time beyond 1,300 units.
- *Impact to the City*: The provision authorizes the Community Development Director to grant timing flexibility under specific circumstances and does not impact the City financially.

h.) Update Solar Energy requirement to allow current energy efficient technology (DAA Section 16.5): A request to update the requirement for solar energy in for-sale dwelling units (Condominium units on Lots 1-10) to accommodate tankless water heaters and other energy efficient water heating systems, which exceed the energy efficiency of solar water heaters.

- *Original DA Provision*: Section 16.5 Solar Energy requires the provision of solar hot water heater stub-outs and pre-wiring for solar panels in all for-sale dwelling units. The Developer is also required to offer buyers the option of installation of the solar panels.
- *Proposed DAA Provision*: Section 16.5 would retain the same requirement, but would allow the Developer to install tankless water heaters and other current, more highly efficient water heater technology. Since solar panel pre-wiring would be provided on all the for-sale dwelling units, the Developer would have the flexibility to provide buyers with an option to install solar panels, or the buyers could arrange for a 3rd party to install the panels. In keeping with the FEIR Mitigation AQ-2(b), the Developer will continue to meet higher energy efficiency requirements 20% beyond Title 24 at FEIR adoption.
- *Impact to the City*: Building Codes have been updated several times since the adoption of the specific plan and DA. In addition, technology and energy efficient options have expanded. The provision allows the Developer to install a more energy efficient water heater than originally required under DA Section 16.5, and does not impact the City financially.

i.) StormWater and Flood Protection (Section 1 of First DAA): A request to authorize the Community Development Director to allow construction timing flexibility on construction of the Storm Water and Flood Protection improvements. The intent of the added provision is to match the language in Tentative Tract 5745 Condition of Approval 120 (City Council Resolution 14,857) which allows the Development Services Director (now called the Community Developer Director) to provide additional time for construction of the flood control improvements if the Director determines that the Developer has made progress and is diligently pursuing construction.

- *Original DA Provision*: Since the planned Flood Protection was not part of the original project and DA in 2009, the requirement for the Developer to Participate in Storm Water and Flood Protection was added as Section 1 to the First DAA in 2015. Therefore the amendment would be applied to Section 1 to the First DAA. Under Section 1, the Developer is required to design and install flood protection improvements, including floodwalls, flood improvements & facilities, and storm water quality devices, prior to occupancy of the 544th Dwelling unit.
- *Proposed DAA Provision*: Section 1 of DAA No. 1 would retain the same requirement, but would allow the Community Development Director the authority to allow additional time if the Director determines that the Developer is making significant progress, up to 1,300 units. However, in keeping with the SEIR, the Developer will not be permitted occupancy for any structure that is not adequately protected from flooding.
- *Impact to the City*: The provision authorizes the Community Development Director to grant timing flexibility

under specific circumstances, and therefore does not impact the City financially nor does it impact the safety of the newly constructed units.

Request 4. Environmental Determination

Certify an Addendum to FEIR No. 06-03 and SEIR No. 14-01 for The Village Specific Plan pursuant to Section 15164 of the California Environmental Quality Act (CEQA).

On September 18, 2008, the City Council certified FEIR No. 06-03 for The Village Specific Plan (State Clearinghouse No. 2006101099). Due to changes in environmental conditions, on July 28, 2015, the City Council certified SEIR No. 2014-01 in association with TTM No. 5745 and changes in the environmental conditions since 2008. The SEIR focused on flood risk, which was a new condition as a result of the Federal Emergency Management Agency's (FEMAs) recent Santa Clara levee de-certification; water supply; air quality impacts and on-site grading and construction; and traffic and circulation impacts. Based upon the analysis contained in the SEIR, all potential impacts were mitigated to a level of insignificance. The FEIR and SEIR contained mitigation measures for potential impacts and a Mitigation Monitoring and Reporting Program (MMRP) to track implementation of the mitigation measures. With imposition of mitigation measures from the 2008 certified Village Specific Plan FEIR and 2015 SEIR mitigation measures, impacts were determined to be fully mitigated.

The proposed project has been reviewed under an Addendum to FEIR No. 06-03 and SEIR No. 14-01 for The Village Specific Plan. The Addendum is provided in Attachment C to the Planning Commission staff report. According to Section 15164 of the California Environmental Quality Act (CEQA), an Addendum to a previously certified EIR is required when only minor technical changes or additions are necessary to previously approved EIR, and none of the conditions requiring a subsequent EIR have occurred. The proposed changes to the original specific plan, TTM and DA would not result in any new additional significant impacts, nor would they substantially increase the severity of previously anticipated significant impacts. Rather, all of the impacts associated with the Project are within the envelope of impacts addressed in the Certified FEIR and SEIR and do not constitute a new or substantially increased significant impact. Based on this determination, the proposed Project does not meet the requirements for preparation of a Subsequent or Supplemental EIR pursuant to Section 15162 of the CEQA Guidelines.

General Plan Consistency

The City's 2030 General Plan land use designation for the subject site is Specific Plan with corresponding land use designations to support development of the approved Village Specific Plan. The proposed SPA to The Village Specific Plan and foreseeable development is consistent with the 2030 General Plan and the property's land use designations, as the revisions retain a similar land use balance of residential and park uses as the originally approved specific plan. The TTM Revision facilitates development of The Village Specific Plan project which is consistent with the General Plan. The proposed DAA renegotiates fees and development timing between Developer and the City, and does not conflict with General Plan land use, goals and policies. The project's consistency review with General Plan policies is included as Attachment G to the Planning Commission staff report (see Attachment 1 for the Planning Commission staff report).

Zoning Code Consistency

The proposed SPA would amend the locations of permitted land uses within The Village Specific plan, amend some Planning Area boundaries, remove a land use category, reduce the maximum height for a land use, revise conceptual guidelines for parks within the specific plan, and add a process for reviewing Minor Modifications to specific plan. The potential future development is not part of this discretionary approval request. Future development within The Village Specific Plan will continue to be subject to review under a Design Development Review (DDR) Permit, and will be required to comply with The Village Specific Plan development standards and all mitigation measures identified in FEIR & SEIR.

With approval of the SPA, the proposed TTM Revision will be consistent with approved specific plan zoning and

development standards. Pursuant to Section 15-35 of the Oxnard Municipal Code, approval of a TTM is required to subdivide the project area. The proposed TTM Revision is therefore necessary for subdivision and future development that will be consistent with the development standards within the specific plan.

The proposed DAA does not propose revisions to zoning development standards, but would authorize the Community Development Director to permit flexibility in construction timing based on progress made during construction. This revision would not conflict with existing or amended development standards within the Oxnard City Code or The Village Specific Plan.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Goal 2. Enhance business development throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

Objective 2b. Improve relationships and communication between the City and the business community.

Objective 2c. Capitalize on historic, cultural and natural resources.

Goal 3. Enhance business retention and attraction.

Objective 4a. Streamline internal process to ensure government efficiencies.

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

Goal 1. Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.

Objective 1a. Complete the Public Works Integrated Master Plan.

Objective 1b. Develop master plans for other City facilities and vehicles.

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

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

FINANCIAL IMPACT

The proposed Development Agreement Amendment will lock the development impact fees to pre-May 2020 rates or offset the fee increases in the form of fee credits. The fee credits offset the Developer's actual costs associated with construction of the related improvements (drainage, park, MUP, and bridge improvements).

The request represents a reduction in approximately $5.8M in development impact fee revenue to the City. However, the City will secure public improvements or bonding for public improvements. This will result in a net public benefit. Examples of public benefit improvements include the floodwalls, Ventura Road off-ramp, public parks, the MUP, the pedestrian bridge over Oxnard Boulevard, and the MUP extension beneath Highway 101. All these improvements will be constructed by the Developer prior to final buildout of the project.

COMMITTEE OUTCOME

This is a Public Hearing and was approved 5-0 by the Planning Commission, therefore this item did not originate in Committee.

Prepared by: Heather Davis, Contract Planner, Kathleen Mallory, Planning & Sustainability Manager

ATTACHMENTS

1. October 29, 2020 Planning Commission Packet: Continued October 1, 2020 Planning Commission Meeting Staff Report and October 14, 2020 Memo Response
2. Specific Plan Amendment Ordinance
3. Resolution Approving Revision to Tentative Tract Map Subdivision
4. Development Agreement Ordinance
5. Staff Presentation
6. Developer Presentation

Attachment #2

October 29, 2020 Planning Commission Packet: Continued October 1, 2020 Planning Commission Meeting Staff Report and October 14, 2020 Memo Response to Planning Commission and Public Comments

Please visit the below link to view the full staff report:

https://drive.google.com/file/d/1GHjjk5_auY61hrZNiYMwtX3DzH_LXYBh/view?usp=sharing

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. XXXX

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 19-630-01 (SPECIFIC PLAN AMENDMENT NO. 2 TO THE VILLAGE SPECIFIC PLAN) TO AMEND THE LAND USE PLAN AND TEXT WITHIN THE VILLAGE SPECIFIC PLAN, AND CERTIFYING ADDENDUM TO FINAL ENVIRONMENTAL IMPACT REPORT NO. 06-03 AND SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT NO. 2014-01 FOR THE VILLAGE SPECIFIC PLAN, LOCATED NEAR THE NORTHWESTERN EDGE OF THE CITY OF OXNARD, AND BOUNDED BY HIGHWAY 101 TO THE NORTH, OXNARD BOULEVARD TO THE EAST, THE UNION PACIFIC RAILROAD AND EL RIO DRAIN TO THE SOUTH, AND NORTH VENTURA ROAD TO THE WEST. FILED BY COREY HARPOLE, OXNARD CRFL PARTNERS, LLC, 64 MAXWELL, IRVINE, CALIFORNIA, 92618.

WHEREAS, in January 2009 The City Council approved the entitlements for The Village Specific Plan to guide future development on the 62-acre project site; and

WHEREAS, in March 2016, the City Council approved Specific Plan Amendment (SPA) No. 1 to The Village Specific Plan to create a Transit Center Overlay (TCO) Zone within the Specific Plan Land Use plan; and

WHEREAS, on October 29, 2020 the Planning Commission of the City of Oxnard voted 5:0 (one commissioner absent) to approve Resolution No. 2020-17 recommending that the City Council adopt an ordinance approving Planning and Zoning Permit No. 19-630-01 (Specific Plan Amendment No. 2) for map and text amendments to Sections 2.2, 2.2.1, 2.2.2, 2.3.1, 2.4.3, 2.5.3, 4.1.1, 4.1.3, 4.2.1, 4.2.2, 4.2.3, 4.2.5, 4.4, 4.4.2, 4.4.4, 5.4.1, 5.4.2.1, 5.4.2.2, 6.9.2, 6.9.3, 7.2.3.2, 7.2.3.5, and 8.7.2.1; Tables 2.2, 2.3 and 2.4; and Figures 2.1, 2.6, 3.5, 4.2, 5.8 and 5.9 of The Village Specific Plan to change the land use designation for Planning Areas (PA) 1 and 14 to Parks & Open Space and PA 6 to High Density; revise planning area boundaries; remove the Live/Work (L/W) land use, update the Land Use Table 2.2, reduce the maximum height for the High Rise; revise park amenities; and add an administrative process for reviewing minor modifications to The Village Specific Plan within the project area (herein referred to as the **"Project area"**); and

WHEREAS, in September 2008 the City Council certified Final Environmental Impact Report (FEIR) No. 2006-03 (State Clearinghouse No. 2006101099). The FEIR was prepared to analyze potential impacts associated with the approval and the implementation of The Village Specific Plan and the anticipated build out of the 62-acre specific plan site; and

WHEREAS, in July 2015 the City Council certified Supplemental Environmental Impact Report (SEIR) No. 14-01 for the Tentative Tract Map (TTM) for Tract No. 5745 of The Village Specific Plan, to address changes in environmental conditions which were not known and could not have been known at the time the City certified FEIR No. 06-03; and

WHEREAS, an EIR Addendum was prepared to summarize the site specific technical

clarifications with respect to aesthetic, biology, flood zone, open space and traffic impacts associated with the proposed TTM Revision, SPA and Development Agreement Amendment (DAA). The EIR Addendum concluded that aesthetic, biology, flood zone, open space and traffic impacts would remain less than significant upon compliance with the proposed Tract conditions of approval and Mitigation Measure in the FEIR and SEIR. No additional mitigation measures are required. The proposed conditions of approval would not result in any new significant impacts or increase the severity of any significant impact identified in the FEIR and SEIR; and

WHEREAS, in accordance with Section 15164 of the California Code of Regulations, the Planning Division has determined that minor changes are proposed to the project for which an FEIR and SEIR were previously certified; and that an Addendum is the appropriate environmental document to evaluate the minor changes in the Project, and has prepared an Addendum thereto because the proposed changes to the original specific plan, TTM and DA would not result in any new additional significant impacts, nor would they substantially increase the severity of previously anticipated significant impacts. Rather, all of the impacts associated with the Project are within the envelope of impacts addressed in the Certified FEIR and SEIR and do not constitute a new or substantially increased significant impact; and

WHEREAS, the City Council finds, after due study, deliberation and public hearing that the following circumstances exist:

1. As outlined in Section 6(b) of the Planning Commission Staff report, the proposed Specific Plan Text and Map Amendment is in conformance with the 2030 General Plan and other adopted policies of the City of Oxnard;

2. As outlined in Section 6(c) of the Planning Commission Staff report, the proposed Specific Plan Text and Map Amendment is a logical refinement and internally consistent with the adopted Village Specific Plan; and

3. As determined in the Addendum to FEIR No. 06-03 and SEIR No. 14-01, the proposed Specific Plan Text and Map Amendment will not adversely affect or be materially detrimental to adjacent land uses, buildings or structures or to the public health, safety or general welfare;

4. As outlined in Section 6(c) of the Planning Commission Staff report, the proposed Specific Plan Text Amendment conforms to adopted City standards and constitutes good City planning.

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

SECTION 1. Planning and Zoning Permit No. No. 19-630-01 (Specific Plan Amendment No. 2 to Village Specific Plan) to amend Sections 2.2, 2.2.1, 2.2.2, 2.3.1, 2.4.3, 2.5.3, 4.1.1, 4.1.3, 4.2.1, 4.2.2, 4.2.3, 4.2.5, 4.4, 4.4.2, 4.4.4, 5.4.1, 5.4.2.1, 5.4.2.2, 6.9.2, 6.9.3, 7.2.3.2, 7.2.3.5, and 8.7.2.1;

Tables 2.2, 2.3 and 2.4; and Figures 2.1, 2.6, 3.5, 4.2, 5.8 and 5.9 of The Village Specific Plan to change the land use designation for Planning Areas (PA) 1 and 14 to Parks & Open Space and PA 6 to High Density; revise planning area boundaries; remove the Live/Work (L/W) land use, update the Land Use Table 2.2, reduce the maximum height for the High Rise; revise park amenities; and add an administrative process for reviewing minor modifications to The Village Specific Plan, subject to mitigations listed in FEIR No. 06-03 and SEIR No. 14-01 for The Village Specific Plan (all amendments as identified within Exhibit A); (ii) certify Addendum to FEIR No. 06-03 and SEIR No. 2014-01 for The Village Specific Plan.

SECTION 2. An Addendum to FEIR No. 06-03 and SEIR No. 2014-01 for the Village Specific Plan is hereby certified. In accordance with State CEQA Guidelines Section 15164 California Environmental Quality Act (CEQA), the proposed changes to the original specific plan, TTM and DA would not result in any new additional significant impacts, nor would they substantially increase the severity of previously anticipated significant impacts addressed in the Certified FEIR and SEIR. With imposition of mitigation measures from the certified 2008 FEIR and the 2015 SEIR, impacts are fully mitigated. Mitigation measures identified in FEIR No. 06-03 and SEIR No. 2014-01 that are relevant to this Project site have been incorporated into the project and compliance with the MMRP is a requirement for approval of this SPA; and

SECTION 3. Pursuant to Government Code Section 65863.5, the City Clerk shall mail a copy of this ordinance to the Assessor of Ventura County within thirty (30) days from the adoption of this ordinance; and

SECTION 4. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation published and circulated in the City. Ordinance No. ____ was first read on 11/17/2020, and finally adopted on _____, to become effective thirty (30) days thereafter.

SIGNATURES ON FOLLOWING PAGE

PASSED and ADOPTED this _____ day of _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM

_____
Stephen M. Fischer, City Attorney

ATTACHMENT A

SPECIFIC PLAN AMENDMENT PAGES
(See Attachment D of Planning Commission staff report)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 19-300-01 (REVISION TO TENTATIVE SUBDIVISION MAP FOR TRACT NO. 5745) FOR SUBDIVISION OF A 62 ACRE PARCEL LOCATED NEAR THE NORTHWESTERN EDGE OF THE CITY OF OXNARD, AND BOUNDED BY HIGHWAY 101 TO THE NORTH, OXNARD BOULEVARD TO THE EAST, THE UNION PACIFIC RAILROAD AND EL RIO DRAIN TO THE SOUTH, AND NORTH VENTURA ROAD TO THE WEST, SUBJECT TO CERTAIN CONDITIONS. FILED BY COREY HARPOLE, OXNARD CRFL PARTNERS, LLC, 64 MAXWELL, IRVINE, CALIFORNIA, 92618.

WHEREAS, on July 21, 2015, the City Council approved Planning and Zoning Permit 11-300-07 (Tentative Subdivision Map for Tract No. 5745), subject to conditions of approval; and

WHEREAS, Oxnard CRFL Partners, LLC. (collectively referred to as the **"Applicant"** or **"Developer"** in the record of proceedings) submitted a request for approval of a Revision to Tentative Tract Map (TTM) No. 5745, Specific Plan Amendment No. 2 (SPA), and Second Development Agreement Amendment (DAA) to The Village Specific Plan, located near the northwestern edge of the City of Oxnard, and bounded by Highway 101 to the north; Oxnard Boulevard to the east, the Union Pacific railroad and El Rio drain to the south, and North Ventura Road to the west (the **"Project"**); and

WHEREAS, on November 17, 2020, the City Council of the City of Oxnard (**"City Council"**) conducted a duly noticed public hearing to consider Applicant's request to approve Planning and Zoning Permit No. 19-300-01 (Revision to TTM No. 5745) to subdivide the Project in accordance with Section 15-40 of Oxnard City Code; and

WHEREAS, in September 2008 the City Council certified Final Environmental Impact Report (FEIR) No. 2006-03 (State Clearinghouse No. 2006101099). The FEIR was prepared to analyze potential impacts associated with the approval and the implementation of The Village Specific Plan and the anticipated build out of the 62-acre specific plan site; and

WHEREAS, in July 2015 the City Council certified Supplemental Environmental Impact Report (SEIR) No. 2014-01 for the TTM No. 5745 of The Village Specific Plan, to address changes in environmental conditions which were not known and could not have been known at the time the City certified FEIR No. 2006-03; and

WHEREAS, an EIR Addendum was prepared to summarize the site specific technical clarifications with respect to aesthetic, biology, flood zone, open space and traffic impacts associated with the proposed TTM Revision and SPA. The EIR Addendum concluded that aesthetic, biology, flood zone, open space and traffic impacts would remain less than significant upon compliance with the proposed conditions of approval and Mitigation Measure in the FEIR

and SEIR. No additional mitigation measures are required. The proposed conditions of approval would not result in any new significant impacts or increase the severity of any significant impact identified in the FEIR and SEIR.

WHEREAS, in accordance with Section 15164 of the California Code of Regulations, the Planning Division has determined that minor changes are proposed to the project for which an FEIR and SEIR were previously certified; and that an Addendum is the appropriate environmental document to evaluate the minor changes in the Project, and has prepared an Addendum thereto because the proposed changes to the original specific plan, TTM and DA would not result in any new additional significant impacts, nor would they substantially increase the severity of previously anticipated significant impacts. Rather, all of the impacts associated with the Project are within the envelope of impacts addressed in the Certified FEIR and SEIR and do not constitute a new or substantially increased significant impact; and

WHEREAS, Staff has reviewed the requested revisions to TTM No. 5745 and revisions to associated Tract Condition No. 11, 20, 21, 23, 24, 25, 26, 27, 29, 32, 33, 51, 52, 57, 118, 119, 123, 155, 157, 159, 161, 162, 163, 166, 188, 193, and 200, made appropriate changes, added Tract Condition No. 203 to 209, and recommends approval of the revisions. The revised conditions of approval are attached hereto and incorporated herein by this reference; and

WHEREAS, Planning and Zoning Permit No. 19-300-01 (Revision to Tentative Tract Map for Tract No. 5745) was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations.

WHEREAS, on October 29, 2020 the Planning Commission of the City of Oxnard voted 5:0 (one commissioner absent) to approve Resolution No. 2020-18 recommending that the City Council approve Planning and Zoning Permit 19-300-01 (Revision to TTM No. 5745), subject to the conditions and based on these findings of fact; and

WHEREAS, the Planning Commission found that the Applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this subdivision in particular; and

WHEREAS, the City Council finds, after due study, deliberation and a duly noticed public hearing on November 17, 2020, and received and reviewed written and oral comments, presented by staff and the Applicant with a series of questions, that the project meets the criteria set out in California Government Code 66474.

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

SECTION 1. Based on the entire record before the City Council and all written and oral evidence presented, including the City Council Staff Report and all attachments thereto, the City Council finds:

(1) **That the proposed map is consistent with the City of Oxnard 2030 General Plan and any applicable specific plan.**

Revision to TTM No. 5745 is proposed to revise the subdivision of the approximately 62-acre Oxnard Village Specific Plan ("Specific Plan") by changing uses on specific lots; creating new lot numbers to accommodate flood protection; delineating flood protection improvements; realigning the multi-use trail; revising the Ventura Road frontage; and realigning the Highway 101 off-ramp. The Revised TTM No. 5745 is in substantial conformance with The Village Specific Plan as amended, which sets forth the following:

a. Location and extent of land uses within the Specific Plan Area:

The map boundary for TTM No. 5745 is coterminous with the boundary of the adopted Specific Plan. The lots are configured to be consistent with Scenario A of the adopted Specific Plan.

b. Location, extent, and general intensity of major components of public and private transportation, sewage, drainage, water, solid waste disposal, energy, and other essential facilities planned to support the land uses described in the Specific Plan:

TTM No. 5745 includes street, water, sewer and drainage improvements designed in substantial conformance with the adopted Specific Plan and planned to have sufficient capacity to support the type and intensity of land uses permitted by the adopted Specific Plan.

c. Criteria by which development would proceed, including Development Standards, Design Guidelines, and a phasing program:

The design of Revised TTM No. 5745 conforms to Development Standards in the Specific Plan as amended and the Design Guidelines applicable to the subdivision of land.

d. Program of implementation measures, including regulations, programs, public works projects, and financing measures:

Revision to TTM No. 5745 is proposed to subdivide the site in conformance with the adopted Specific Plan as amended, including the implementation measures. No changes to the implementation measures in the adopted Specific Plan are proposed or required.

(2) **That the design or improvement of the proposed subdivision is consistent with the City of Oxnard 2030 General Plan and any applicable specific plan.**

The proposed revision to the subdivision is in substantial conformance with the intent of The Village Specific Plan in terms of development sites, collector circulation and park space. Future development of the individual lots will occur in accordance with the development guidelines and subject to the administrative approval process as outlined in the Specific Plan.

(3) That the site is physically suitable for the type of development.

The physical suitability of The Village Specific Plan site for the type of development allowed by the adopted Specific Plan was evaluated in Environmental Impact Report 06-03, which was certified by the Oxnard Planning Commission in September 2008.

In January of 2009 the City Council of the City of Oxnard adopted an ordinance amending the City Zoning Map (PZ 06-570-05) designation to the Specific Plan, determining that the site is suitable for the uses proposed under the Specific Plan.

In July 2015, an SEIR was prepared to evaluated Tentative Tract Map 5745-1, including the grading plan, drainage, flood protection and street improvements, and determined that, with the incorporation of the mitigation measures identified in certified FEIR No. 2006-03 and SEIR No. 2014-01, the site is physically suitable for the type of development permitted by the adopted Specific Plan.

(4) **That the site is physically suitable for the proposed density of development.**

In January of 2009, the City Council of the City of Oxnard adopted an ordinance approving Planning and Zoning Permit 08-630-02 for the proposed development of the Specific Plan. Within the Specific Plan Land Use Chapter 2, density ranges are indicated per Planning Area within the Specific Plan boundary. The effects of the intensity of development permitted by the adopted Specific Plan was evaluated in certified FEIR No. 2006-03 and SEIR No. 2014-01. As discussed in the Addendum to FEIR No. 2006-03 and SEIR No. 2014-01, the SPA and Revision to the TTM do not change the maximum number of dwellings allowed in The Village Specific Plan. Based on the analysis in these environmental documents, the site is physically suitable for the density development permitted by the adopted Specific Plan.

(5) **That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage nor likely to substantially and avoidably injure fish or wildlife or their habitat.**

In September 2008, the Oxnard Planning Commission certified FEIR No. 2006-03 which analyzed potential impacts to fish, wildlife and their habitat. This FEIR included information from three site surveys for biological resources conducted between 1993 and 1995 and an additional survey conducted in 1999. All of these surveys determined that the site, which is developed with urban uses, contains ornamental vegetation and does not contain native vegetation or habitat and, for this reason, development of the site with the uses allowed by the adopted Specific Plan would not result in any substantial environmental damage nor be likely to substantially and avoidably injure fish or wildlife or their habitat. In addition, FEIR No. 2006-03 and Addendum determined the Specific Plan as amended would not result in indirect impacts on biological resources in the Santa Clara River, which is located west of the site and Ventura Road, that would cause substantial environmental damage nor likely to substantially and avoidably injure fish or wildlife or their habitat.

(6) **That the design of the subdivision or type of improvements is not likely to cause serious public health problems.**

The proposed Revision to the TTM subdivides the project site into development, open space and lots for public improvements such as streets. Potential public health problems were evaluated in certified FEIR No. 2006-03 and the air quality analysis was updated in the SEIR No. 2014-01. This analysis determined the improvements outlined in the Specific Plan would not cause any serious public health problems.

(7) **That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; provided, however, that approval may be granted if it is found that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to the ones previously acquired by the public.**

The location and disposition of all existing and future easements are identified on the Revised TTM document. No conflicts with public easements will result from the adoption of Revised TTM No. 5745 as proposed.

SECTION 2. Based on the findings set forth herein, the City Council hereby approves Planning and Zoning Permit 19-300-01 (Revision to TTM No. 5745), subject to conditions of approval contained herein.

SECTION 3. This Resolution shall not become effective unless and until the City of Oxnard City Council approves the associated Specific Plan Amendment (PZ 19-630-01). If the City Council fails to approve the Specific Plan Amendment, then this Resolution shall become

null and void and be of no further force and effect.

SECTION 4. The City Clerk shall certify the adoption of this Resolution.
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STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).

2. This permit is granted for the plans dated April 14, 2014, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions. (PL, *G-2*)

3. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)

4. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, *G-5*)

5. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the

City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, *G-8*)

6. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, *G-12*)

7. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, *G-13*)

8. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, *G-14*)

LANDSCAPE STANDARD CONDITIONS

9. Before the City accepts any medians and parkways from Developer, the on site landscaping must complete a plant establishment period of 90 days or such other time as specified in this permit. (PK/DS, *PK-15*)

10. After Developer installs irrigation and landscape improvements on the project property or on Caltrans freeway right-of-way, but before the City's final acceptance thereof, Developer shall provide the Planning Division or designee with one set of mylar (minimum 3 mil) original drawings, which shall accurately reflect all "as-built" conditions. (PK, *PK-16*)

11. Developer shall provide landscape and irrigation improvements within Caltrans freeway right of way. These improvements shall be maintained by the HOA via a reimbursement agreement with Community Facilities District (CFD) No. 2018-01. The City will enter into a maintenance agreement with Caltrans which will provide maintenance of such improvements permanently or until such time as Caltrans assumes full maintenance responsibilities. The design of the landscape improvements shall be approved by both Caltrans and the Public Works Director or designee. (PK, *PK-17*) (Proposed Text Revision)

12. For all landscape areas, Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, *PK-22*)

13. At time of submittal to the Building and Engineering Division for plan check for any development within the project property, Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, *PK-23*)

14. Developer shall include a note on all Landscape Plans submitted to the Building and Engineering Division for a building permit that "All landscaping and irrigation comply with Ordinance No. 2822", which adopted the City of Oxnard Landscape Water Conservation Standards. (PK, *PK-24*)

LANDSCAPE SPECIAL CONDITIONS

15. Prior to City approval of engineering improvement plans, and prior to the removal of the first tree on site (excluding PZ 12-300-03), Developer shall submit to the Project Planner an exhibit entitled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on site which will be removed or have been removed, and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list the financial value of the trees to be removed or transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as computations and calculations showing how the value of the removed tree(s) will be financially augmented on the site by provided upgraded landscaping/trees above the City's tree standard of 24" box (trees). The exhibit shall distribute the appraised value of the removed trees to public medians, parkways, entryways, public parks, and the roundabout. (PK)

16. Developer may submit phased median and parkway landscape and irrigation plans. Prior to submittal of phased improvement plans and/or phased final maps, Developer shall provide a landscape and irrigation phasing plan for review and approval by the Development Services Director and General Services Director. For each phase, as determined appropriate by the City, Developer shall submit four sets of median and parkway landscape and irrigation plans with submittal of the public improvement plans. The City shall approve these median and parkway landscape and irrigation plans concurrently with approval of the public improvement plans. Before the City issues a building permit, the irrigation plans must be approved for proper meter size, backflow prevention device, and cross connection control by the Water Production Supervisor or designee. Each phase of landscape and irrigation improvements and adjacent public improvements must be constructed and operational to the satisfaction of the City prior to final inspections and/or issuance of a certificate of occupancy for each specific phase. (DS/ PK)

17. Developer agrees that the project has aesthetic impacts arising from redevelopment of the project site, which the landscaping, park, and other public improvements for the project are intended to mitigate. Developer further agrees that the public improvements must be maintained in order to continue to mitigate such impacts. Construction of this project will necessitate the formation of a Community Facilities Maintenance District (CFD) and or Master Homeowner Association (Master HOA), excluding lot 11 whereby the expenses of maintenance and operation of the public improvements will be assessed upon the real property within the project.

18. Developer shall enter into an agreement with the City, in a form to be approved by the City Attorney, establishing this condition as a covenant running with the land, which will be recorded. Developer shall insert such covenant, in a form approved by the City Attorney, in each deed of real property in the project granted by Developer. Developer shall sell or grant no property in the project until after maintenance assessment district and or Master HOA has been formed and the property has been annexed into the maintenance assessment district and or Master HOA. Sale of phases of the project to merchant builders may be approved with the submittal of documentation acceptable to the General Service and Development Services Directors guaranteeing formation of the CFD and or Master HOA. Other arrangements guaranteeing construction and perpetual maintenance of the listed improvements at the expense of the property owners within the project may be approved as determined appropriate by the General Services and Development Services Directors.

19. In the event that an assessment district no longer exists or Developer desires to establish a master homeowner's association, Developer agrees to establish a master homeowners' association for the project as directed by the City, and to fund such maintenance of items listed in condition of approval number 21 of the subject resolution. Additional items may be funded at the mutual agreement between the City and the Developer. Before or during escrow for the sale of property within the project, Developer shall provide each buyer with a document disclosing, in large type, that the project property is subject to annual assessments for landscape maintenance, and stating the probable range of dollar amounts of such assessments for the next fiscal year. To confirm that the buyer has read the document, Developer shall require the buyer to sign the document. Developer shall retain all such documents for at least three years and shall allow the City to inspect and copy all such documents upon reasonable request. (PK/PL)

20. Prior to approval of the Final Map, Developer shall provide to the Community Development Director and the Special Districts Manager copies of the document entitled "Agreement" containing Developer's agreement to vote in favor of a CFD for the project, bearing the Ventura County Recorder's stamp, confirming that the document has been recorded in the Ventura County Recorder's Office. (PK, *PK-21*) (Proposed Text Revision)

21. Prior to approval of the Final Map, Developer shall provide the Community Development Director and the Special Districts Manager copies of a complete, detailed CFD master plan for all phases of the project and shall deposit $13,700 to pay for staff time, attorney time and the engineer's report necessary to prepare all documents and hold hearings to form the CFD and impose a rate and method of apportionment to levy a special tax on property within the project to pay the costs of maintaining the landscaping in the district. The CFD shall be structured so that the Developer and subsequent property owners pay the full costs of the operation and maintenance of any items eligible and accepted by the City. These may include: public parks; public landscaping; the Multi Use Path (MUP), including exercise equipment in the MUP area; the MUP bridge over Oxnard Blvd.; street lights; retaining walls, including the retaining wall on Oxnard Blvd. and Ventura Rd.; street trees; medians and sidewalks in and adjacent to the project; floodwalls, flood improvements, and flood

protection facilities; stormwater quality best management practices devices (such as storm water filters and grassy swales, etc.); and Caltrans landscape area(s). A Joint Community Facilities District with Caltrans may be needed as part of the CFD. (PK/PL) (Proposed Text Revision)

The Community Facilities District Master Plan shall be drawn at an approved scale, clearly designating areas of maintenance responsibility assumed by: (a) a CFD; (b) a homeowners association; (c) a Master HOA: and/or (d) the City. After Community Development Director approves such plan, Developer shall provide to the Community Development Director and the Special Districts Manager mylar (minimum 3 mil) original drawings of the maintenance district master plan. (PK/PL) (Proposed Text Revision)

22. The City shall agree to the Developers formation of a CFD and/or Master Homeowner Association on specific lots as follows: Lots A, B, C. If a Master HOA is formed, the City agrees to grant a maintenance easement to the Master HOA for the subject lots. The park acreage of these lots shall be permitted to meet a portion of the required Quimby park acreage. The MUP within any park area shall not be counted as Quimby park acreage. The park acreage in Lots A, B and C will be counted toward the Quimby requirement and non park acreage on MUP areas shall receive Quimby credit. (PK/PL)

23. The lots associated with the MUP and the pedestrian bridge shall be within the CFD (City) and/or Master Homeowner Association (HOA). The City agrees to grant a maintenance easement to the Master HOA. Based upon the design, location and amenities of the MUP lots, Quimby credit for the area shown on the approved TSM may be given as determined by the Community Development Director. Credit shall not be given for any area shown on the TSM cross section or on the TSM not determined necessary for the MUP nor for any additional design amenities required for uses other than the MUP. (PK/PL) (Proposed Text Revision)

24. The temporary and permanent Transit Center will be maintained through the CFD, Master HOA, or private entity and an access easement shall be granted to the City for public transit center use and access to transit center amenities as outlined in The Village Specific Plan. This area shall not be permitted to meet a portion of the required Quimby park acreage. (PK/PL) (Proposed Text Revision)

25. Lot Q shall be owned by the Master HOA, or may become part of Lot 16 at the City's direction, and an easement may be given to the City for the landscaping. Lot R may be merged with Lot 11. (PK/PL) (Proposed Text Revision)

26. Developer shall provide all improvements in the area identified on the TTM as “Area of Proposed Caltrans Relinquishment,” including the MUP, landscaping, and irrigation, and the area shall be maintained by the HOA via a reimbursement agreement with the CFD. Prior to submittal for Grading Permits for development on Lot 6, Developer shall provide evidence of relinquishment of the area by Caltrans, or evidence of issuance of a long term

encroachment permit (or similar document) issued by Caltrans for construction, maintenance and long-term use of Caltrans right-of-way for MUP purposes. If relinquishment or encroachment is not approved by Caltrans, Developer shall record an easement on Lot 6 to connect the MUP on Lot H with the MUP on Lot A. The easement shall accommodate the 12-foot wide paved MUP, 2-foot wide shoulder on each side, and any setback necessary to accommodate slope, signage or fencing. Lot 6 shall also accommodate a minimum 10-foot landscaped setback between any Buildings on Lot 6 and the edge of pavement of the MUP trail. Location of the easement shall be subject to approval by Community Development Director. Any necessary redesign of Lot 6 to accommodate the MUP easement shall be subject to review and approval by Planning Manager through a Minor Modification. (PL) (Proposed Text Revision)

27. Lot N and O and the entry element along Ventura Rd. will be owned and maintained by the Master HOA. This acreage shall be permitted to count towards the Developers total required public open space requirement; however, with the exception of MUP hardscape, these areas shall not count towards the Developers required Quimby obligation. (PK/PL) (Proposed Text Revision)

28. A Master HOA shall be formed, and remain in effect in perpetuity, to maintain, at a minimum, the soundwalls within the Project. The Master HOA shall maintain any other improvements not eligible for inclusion in the CFD.

29. All paving within public park areas and the MUP, and improvements to be maintained by the Master HOA with a reimbursement agreement with the CFD, must be constructed with a concrete base material (PK/PL). (Proposed Text Revision)

30. All fencing to be installed within public areas, as determined by the Development Services Director, shall meet City approved requirements and specifications and shall be approved by the Planning Manager and General Services Director prior to installation (PK).

31. Concurrent with submittal of site/lot construction drawings for Lots 8-16, Developer shall provide landscaping and irrigation, signage, and hardscape improvement plans for Lots B, C, N and O. These plans shall be approved by the Development Services and General Services Directors and shall be constructed by the Developer and accepted by the City prior final inspection for any unit on Lots 8-16. (PL/PK) .

32. When improvement drawings are submitted for the extension of Wagon Wheel Road to Ventura Road, Developer shall provide landscaping and irrigation, entry features, and hardscape improvement plans for entry landscape features off of Ventura Road and into the project area which will be constructed by the Developer on Lots A and 2. These plans shall be approved by the Community Development Director and Public Works Director and shall be constructed by the Developer and accepted by the City prior to final inspection for units on Lots 1 – 7. The Community Development Director may modify the requirement for

construction completion if alternative construction phasing is approved. (PK/PL) (Proposed Text Revision)

33. The overall design and placement of amenities along and within the MUP shall be to the satisfaction and approval of the Community Development Director and the Development Services Director. In order for the MUP to be counted as park acreage and for the Developer to receive Quimby credit, amenities shall include at minimum exercise equipment and stations, benches, lighting, gateway and directions signage, and a water station, or other amenities are approved by the Community Development Director. All such amenities shall be installed out of the 16 foot clear path of travel for the MUP (PK/PL). (Proposed Text Revision)

FIRE DEPARTMENT STANDARD CONDITIONS

34. Before the City issues building permits for any development within the project area, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, *F-3*)

35. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, *F-6*)

36. At all times during any phase of construction, Developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for fire fighting apparatus to all parts of the project property. (FD/DS, *F-7*)

37. On the public improvement plans, Developer shall identify all hydrants, standpipes and other fire protection equipment on the project property as required by the Fire Chief. (FD, *F-8*)

38. For all development within the subdivision area, the turning radius of all project property driveways and turnaround areas used for emergency access shall be a minimum of 48 feet outside diameter for a semi-trailer. (FD, *F-11*)

FIRE DEPARTMENT SPECIAL CONDITIONS

39. For any development within the project area, Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide or as approved by the Fire Marshall. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD)

40. For each lot, Developers are on notice that they shall be required to obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of

building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy/final inspection. A mechanical, civil, or fire protection engineer must certify the tests. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS)

41. Developers of subsequent lots are put on notice that all structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD)

42. Developer shall design and construct access to the MUP to accommodate emergency vehicle access. Access to the MUP shall be at locations approved by the Fire Department. (FD)

43. For every Development Design Review (DDR) project within the project area, the developer shall provide a Fire Master Plan to the Fire Department for review and approval. Each Fire master Plan shall integrate with the other/previously approved Fire Master Plan (FD).

44. For every development project within the project area, there shall be two access points to all developed project locations at all times, in locations approved by the Fire Marshal. (FD)

PLANNING DIVISION STANDARD CONDITIONS

45. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, *PL-3*)

46. Prior to recordation of the Final Map, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*).

PLANNING DIVISION SPECIAL CONDITIONS

47. Developer shall pay Quimby Fees or any future DA Amendment fee (fees for park acquisition and improvement) before issuance of building permits per lot development or as provided for within Section 8.0 of the Development Agreement (Ord. 2803). The amount of the fee shall be calculated and verified by the Planning Division at the time of payment. (PK/PL)

48. In accordance with City Council Resolution No. 14,124, Developer shall participate in the City's Public Art Program by installing art in accordance with the Public Art Element of the subject specific or master plan. *(*PL)

49. The approved tentative map shall expire thirty-six (36) months after approval, unless an extension is applied for and approved by the City Council pursuant to Section 15-46 of the City Code or as otherwise approved as part of the Development Agreement (Ord. No. 2803) (PL)

50. The mitigation measures identified in FEIR 06-03 (The Village Specific Plan EIR) and SEIR 14-01 (Supplement – for The Village Specific Plan) shall be applicable to all development within the specific plan area. (PL)

51. Prior to issuance of a building permit for any development on Lot 16, Developer shall provide to the City for review and approval a permanent transit center site plan design which specifies: a) the amenities to be provided within the transit center; and b) how the center will comply with the cultural and other relevant mitigations as specified in the FEIR and SEIR. (PL) (Proposed Text Revision)

52. A Transit Center shall be fully constructed by the Developer and designated to the City of Oxnard for public transit center use. The Transit Center improvements and amenities shall be consistent with The Village Specific Plan and Development Agreement. Construction should proceed in two phases:
    a) Prior to issuance of the certificate of occupancy for the 600th unit, Developer shall provide a temporary transit center with a minimum of 50 parking spaces within Planning Area 17 of The Village Specific Plan. This temporary transit center use shall continue until the permanent Transit Center within Planning Area 20 has been fully constructed and designated to the City of Oxnard. The temporary transit center shall include a minimum of 50 designated parking spaces and a bicycle rack for 8 bicycle spaces. Developer shall install parking signs that identify the 50 parking stalls for transit center and commercial parking only on Monday to Friday, and prohibit overnight parking between the hours of 1:00 AM and 4:00 A.M. on Monday to Friday in these designated spots. The final sign design shall be subject to approval by the City Traffic Engineer. Parking shall be enforced in accordance with The Village Specific Plan Parking Management Plan.
    b) Before the City issues certificate of occupancy for Planning Area 20, Developer shall fully construct and designate to the City of Oxnard a permanent transit center within Planning Area 20 of The Village Specific Plan. The Developer shall also submit an original completed, signed and notarized notice of land use restriction with required fees to the Planning Manager prior to occupancy. The permanent transit center shall include a minimum of 50 designated parking spaces and applicable amenities identified in the Specific Plan, including bicycle parking for transit stations per the City of Oxnard Bicycle Master Plan Table A-4, Pg. A-38 of Appendix A, and applicable cultural and other relevant mitigations as specified in the FEIR and SEIR. Developer shall install parking signs that identify the 50 parking stalls for transit center and commercial parking only on Monday to Friday, and prohibit overnight parking between the hours of 1:00 A.M. and 4:00 A.M. Monday to Friday in these designated spots. The final sign design shall be subject to approval by the City Traffic Engineer. Parking shall be enforced in

accordance with The Village Specific Plan Parking Management Plan. (PL) (Proposed Text Revision)

53. Developer shall develop the site with street names as approved by the Street Naming Committee. (PL)

54. The permit is granted subject to the City's approval of a tentative map and final map and recordation of the final map. The City shall issue building permits only after such recordation, unless otherwise approved by both the Planning Division Manager and the Development Services Director. Before occupying any structures or initiating any use approved by this permit, Developer shall comply with all conditions of the tentative and final map. (PL/DS)

55. The 2008 MMRP for FEIR (2006-03) and the 2015 MMRP for Final SEIR (2014-01) are incorporated herein and made conditions of approval associated with Tentative Tract Map No. 11-300-07.

COMMUNITY DEVELOPMENT SPECIAL CONDITION

56. In lieu of a City of Oxnard's Gateway Freeway Pylon Sign, the Developer proposed entry feature may be considered as fulfilling the monument sign requirements set forth in The Village Specific Plan. This determination and final City review and approval of the entry feature will be made by the Community Development Director. (PL)

DEVELOPMENT SERVICES CONDITIONS

57. Unless specified otherwise in the Development Agreement, Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1) (Proposed Text Revision)

58. Developer shall have the site improvement plans prepared using standard Development Services Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Development Services Division. (DS-3)

59. Developer shall submit improvement plans and drainage calculations demonstrating that storm drain runoff from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)

60. Reserved.

61. Developer shall replace all broken, uplifted, or missing curb, gutter, or sidewalk along the street frontage(s) of the project. (DS-6)

62. Developer shall install on-site and off-site electric, cable, telephone and similar utility service laterals underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)

63. Developer shall place existing overhead utility lines on and adjacent to the project underground in accordance with City Code in effect at the time City issues a grading/site improvement permit. Before issuance of a site improvement permit, Developer shall post security satisfactory to the Finance Director guaranteeing utility relocation. (DS-13)

64. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)

65. A California licensed civil engineer shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a parcel map or final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)

66. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of all project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)

67. Developer shall process permanent master planned improvements that are eligible for reimbursement in accordance with City policies, resolutions, and ordinances in effect at the time of recordation of the final map or parcel map or if there is no map, then at the time of public improvement plan approval. (DS-17)

68. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition

attached thereto. City shall promptly notify Developer of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Developer of the obligations of this condition. Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)

69. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, parkways, landscaping, utilities, drainage facilities, or other improvements as required by City. If such easements cannot be obtained from the property owner by negotiation, City may acquire them at the expense of Developer by exercise of the power of eminent domain. Developer shall bear all costs of eminent domain proceedings, including appraisal, acquisition, attorney's fees, and court costs. Before City issues a site improvement permit, Developer shall dedicate all required easements to City. (DS-19)

70. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)

71. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)

72. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)

73. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)

74. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)

75. Prior to approval of the final map or parcel map, Developer shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Developer has executed

and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)

76. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)

77. Developer shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after project completion. Developer's submittal of certified "as-built" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)

78. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)

79. Developer shall construct sufficient drainage facilities concurrent with rough grading operations to mitigate any potential flooding or erosion affecting adjacent properties and public rights-of-way. (DS-31)

80. Storm drain, sewer and water facilities shall conform to applicable City Master Plans. Developer shall prepare plans for these facilities in accordance with City's engineering design criteria in effect at the time of improvement plan submittal. Developer shall submit plans with pertinent engineering analyses and design calculations for review and approval by the City Engineer prior to issuance of a site improvement permit. (DS-34)

81. Prior to issuance of a site improvement permit, Developer shall provide to the City Engineer easements or written consent (as determined appropriate by the Development Services Director) from all affected landowners for any diversion of historical flows or change in drainage conditions caused by the project. (DS-36)

82. Developer shall comply with Ventura County Watershed Protection District ("District") standards for all facilities affected by the project that are owned by or dedicated to the District, and shall obtain the approval of the District on all improvement plans for such facilities. Before issuance of grading or site improvement permits, Developer shall obtain any necessary encroachment permits from the District. (DS-37)

83. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)

84. Developer shall dedicate to the City all water rights for the project property by title sheet dedication on the final map or parcel map. (DS-39)

85. Developer shall install water mains, fire hydrants and water services in conformance with City standard plates, design criteria and specifications as directed by the City Engineer. (DS-41)

86. Developer shall install adequately sized water services and meters to each lot or unit in accordance with City standards in effect at the time of building permit issuance. There shall be no interconnections between structures. (DS-42)

87. Prior to issuance of building permits, Developer shall present to the City Engineer a "Proof of Payment - Authorization for Building Permits" form issued by the Calleguas Municipal Water District. (DS-44)

88. Prior to designing the water system for the project, Developer shall have a certified fire flow test performed to determine existing water pressure and flow characteristics. The water system shall be designed to allow for a 10 psi drop in the static water pressure measured during the fire flow test. After construction and before City issues a certificate of occupancy/final inspection, the City Engineer may require a second test. Developer shall obtain permits from the City Engineer prior to performing tests. Developer shall have all tests certified by a mechanical, civil, or fire protection engineer and provide written results of all tests to the City Engineer. (DS-47)

89. Developer shall construct all street and road improvements in conformance with the City Code, the City's 2030 General Plan, and any applicable specific plan. (DS-48)

90. Street and road improvements shall conform to City standard plates, design criteria and policies. Improvements shall include upgrading of existing pavement along the project frontage to City standards by removing and replacing or overlaying, as directed by the City Engineer. (DS-51)

91. Developer shall improve all streets, alleys, sidewalks, curbs, and gutters adjacent to the project in accordance with City standards, as necessary to provide safe vertical and horizontal transitions. (DS-52)

92. Developer shall provide soils reports, "R" value tests, and compaction tests for all streets. Determination of the actual structural sections shall be based on City's design procedure, "R" value tests of in-place soils, and approved traffic indices. (DS-53)

93. Developer shall install all water, gas, sewer, storm drain, electrical, cable television, and telephone lines before any paving is placed. (DS-54)

94. Developer shall protect the stub ends of all streets planned for future continuation with warning barricades, redwood headers, berms, signs and/or reflectors as directed by the City Engineer. (DS-55)

95. Prior to release of the final map or parcel map for recordation, Developer shall provide the City Engineer with a 100-scale base map for addressing purposes. The map shall be drawn on 18-inch by 24-inch mylar and shall show the standard address map title block, north arrow, street names, tract number, phase boundary and lot numbers. The City will assign all addresses. (DS-56)

96. Prior to release of the final map or parcel map for recordation, Developer shall post security satisfactory to the City Attorney guaranteeing that all survey monuments will be set as required by the Government Code and the City Code. (DS-57)

97. Developer shall dedicate to City and improve streets abutting a park site to their full width in accordance with City standards. (DS-58)

98. Developer shall submit a street lighting plan as a part of the civil improvement plans. Developer shall install streetlights in accordance with the plan. (DS-60)

99. As a part of the site improvement plans, Developer shall submit a master utility plan that shows the relative location of all public and private utilities (including gas, electric, street lights, telephone and cable television lines) in accordance with City standard plans. (DS-61)

100. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)

101. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)

102. Developer, property owner or tenant shall participate in a Traffic Management Association (TMA) if one is formed and shall implement and participate in all programs and strategies established by the TMA. This condition shall be included in all leases and rental agreements for the project property. (TR-72)

103. Prior to issuance of a building permit, all traffic signal, pavement marking and sign plans shall be prepared by a registered California traffic engineer and approved by the City Engineer prior to issuance of a grading, site improvement or a building permit. (TR-74)

104. Prior to issuance of an encroachment permit, Developer's shall obtain City's approval of a contractor qualified to install traffic signals, pavement markings and signs. (TR-76)

105. In non-residential developments where fifty or more persons are employed, Developer shall include a transportation information center stocked with bus schedules, rideshare information, and related information on alternative methods of transportation. Developer or owner shall update such information at least once a month. (TR-77)

106. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Development Services Division prior to issuance of a building permit. (DS-105)

SPECIAL CONDITIONS:

Storm Water Quality Conditions:

107. Improvements within public right-of-way that are in substantial conformance with The Village Specific Plan are eligible to provide stormwater quality in accordance with the requirements of the July 2000 Municipal Separate Storm Sewer System ("2000 MS4") and associated 2002 Technical Guidance Manual for Stormwater Quality Control Measures ("2002 TGM") based on the exception criteria included in the 2010 MS4 permit and associated 2011 TGM. Such public improvements shall be designed to intercept and effectively prevent pollutants from discharging to the public storm drain system or other offsite conveyance systems. The stormwater quality system design shall be approved by the City Engineer prior to the issuance of an infrastructure improvement permit. (DS)

108. Individual lot developments within this map shall minimize degradation of stormwater quality by complying with the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit for new development and redevelopment projects in effect at the time of Planning Department discretionary approval of lot development. (DS)

109. Developer's stormwater quality calculations shall include site specific analysis and recommendations from a geotechnical engineer, and if applicable, a landscape architect for design and implementation of stormwater treatment and infiltration devices. Geotechnical Engineering analysis and recommendations may include, but are not necessarily limited to, determination of site soil infiltration rates, depth to permeable soil layers, methods to reach permeable soil layers, appropriate compaction rates, recommendations to enhance infiltration, and other requirements of the applicable MS4 permit. Landscape architectural recommendations shall include, but not necessarily limited to, suggestions regarding appropriate vegetation and soil amendments for vegetated infiltration devices. Project plans shall implement approved design recommendations. (DS)

110. Prior to City acceptance of public infrastructure improvements containing stormwater quality facilities within the public right-of-way, Developer shall provide proof that maintenance costs associated with these stormwater quality facilities are funded by the property owners within the project via a Community Facilities District or similar perpetual funding

mechanism. Development Services Director to approve amount of funding and funding mechanism. (DS)

111. Developer shall provide Stormwater Quality treatment for stormwater discharging from private property prior to acceptance into a public storm drain system or surface discharge into public right-of-way. (DS)

112. Developer shall provide pre-treatment for all infiltration based stormwater quality Best Management Practices ("BMPs") implemented within this project. Pre-treatment devices must effectively reduce sediment load entering infiltration BMPs to minimize occlusion of underlying soils and reduce long term maintenance requirements and thereby maintain the infiltration capacity of the BMP. 2011 TGM compliant pre-treatment such as vegetated swales are an approved form of pre-treatment. Proprietary pre-treatment devices must be capable of removing 80% of 50 micron particles to be considered adequate pre-treatment. Typical catch basin inserts do not provide the sufficient sediment storage to provide pre-treatment. (DS)

113. Prior to issuance of a grading permit or commencement of any clearing, grading or excavation, Developer shall provide evidence of assignment of a permit identification number by the California State Water Resources Control Board indicating submittal of a Notice of Intent (NOI) by the Developer in accordance with the NPDES Construction General Permit. Developer shall comply with all requirements of the General Permit and the applicable MS4 Permit, including preparation of a Stormwater Pollution Prevention Plan (SWPPP). Developer shall keep the SWPPP updated to reflect current site conditions and a copy of the SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS)

114. Developer shall locate manufactured structural stormwater quality devices subject to periodic maintenance adjacent to a street or in other areas providing ease of access to facilitate maintenance. All access paths to devices shall be designed to accommodate heavy truck loadings as determined appropriate by the Development Services Manager. Type of device and installation location is subject to approval of the Development Services Manager. (DS)

Storm Drain Conditions:

115. Oxnard City Code Chapter 18 provides minimum standards for construction within an area of special flood hazard or areas known to be subject to flooding. Delineation of area(s) of special flood hazard is periodically revised by the Federal Emergency Management Agency ("FEMA") by issuance of revised Flood Insurance Rate Maps ("FIRM"). Developer acknowledges that FEMA is currently in the process of reviewing the FIRMs applicable to this project. (DS)

116. Prior to the issuance of a grading/site improvement permit for any lot within this development, Developer shall prepare a drainage report that includes drainage calculations

demonstrating that upon completion of construction of flood protection improvements along the Santa Clara River, the proposed onsite grading and associated storm drain system provides protection from flooding during a 1% chance (100-year) storm event. The report is subject to approval by the Development Services Manager. (DS)

117. Developer shall construct flood protection improvements along the Ventura Road frontage of the project to provide protection from flooding by the Santa Clara River. Developer's engineering calculations for design of these flood protection improvements shall be based upon the water surface elevations, peak storm water flows (currently 250,000 cfs which is equivalent to a 1% chance (100-year) storm event plus approximately 10%) and other associated assumptions used by the Ventura County Watershed Protection District to design the nearby Santa Clara River Levee System (SCR-3) improvements. Developer shall process a Conditional Letter of Map Revision ("CLOMR") with FEMA prior to issuance of a permit for construction of the flood protection improvements and shall process a Letter of Map Revision ("LOMR"), if needed upon completion of flood protection improvements. (DS)

118. Developer shall maintain sufficient structural setbacks from the flood protection improvements ("Improvements") adjacent to Lot 2 sufficient in width to provide for complete reconstruction of the Improvements in the future. Developer shall construct an all weather access route within Lot 2 adjacent to the Improvements that provides for perpetual inspection and maintenance of the Improvements. Said access could be within parking area. Developer shall dedicate an easement to the City over the access route and maintenance area in a width and location acceptable to the City Engineer. (DS) (Proposed Text Revision)

119. Reserved (Proposed Text Revision)

120. Developer shall complete construction of the above referenced flood control improvements prior to the earlier of 1) Final Inspection for the 544th residential unit within the tract boundary; or 2) Completion of Reach 4 flood improvements by the Ventura County Watershed Protection District ("District"). If Developer proposes construction of flood control improvement prior to adjacent downstream District improvements, Developer shall provide hydraulic calculations demonstrating that the improvements protecting the project from Santa Clara River flooding (floodwall and/or grading) will not cause an increased flooding risk to other properties due to a rise in the Santa Clara River Water Surface Elevation. The Development Services Director may provide additional time for construction of the flood control improvements if the Director determines that significant progress has been made and Developer has diligently pursued their construction. (DS)

121. Developer shall be responsible for all costs incurred by the City to hire a consultant to review documents and provide inspection services associated with compliance to FEMA rules and regulations for construction within areas of special flood hazard including the construction of improvements (e.g. flood walls, levees, and/or slope protection) to protect property from inundation. Consultant involvement shall also include review of CLOMR, LOMR, or any other processing of documents for FEMA approval. Developer shall deposit funds deemed

adequate by the Development Services Director to cover the anticipated costs of consultant services concurrent with submittal of construction plans for improvements implementing flood protection. The City shall charge all staff time interacting with the consultant and administering the consultant contract to the deposit. Developer shall provide supplemental funds when the account balance drops below $15,000. Any funds left in the account upon completion of plan review and associated inspection shall be refunded to the developer. (DS)

122. Prior to the issuance a the first large scale grading permit, Developer shall submit a Drainage and Flood Control analysis demonstrating that the post-construction 10-year and 100-year rates of stormwater discharge for the site do not exceed the pre-development 10-year and 100-year rates in compliance with EIR mitigation measure HWQ-2. In addition to obtaining City approval of the analysis, Developer shall submit the report to the VCWPD for coordination in accordance with the requirements of mitigation measure HWQ-2. (DS)

123. Developer shall design and construct a Ventura Road storm drain pump system at the railroad undercrossing in accordance with the requirements of section 16.1 of the project Development Agreement (A-7122). The system shall be designed to mitigate flooding of Ventura Road during storm events up to a 10-year (10% chance) event with ponding not exceeding 6 inches in Ventura Road. These improvements shall be designed in conformance with Public Works standards and shall include, but not be limited to, a) soft start pumps: b) a redundant pump systems (preferably room at the site for 2 active pumps and a spare pump, if space permits); c) basin security around the pump system; d) site layout that provides access for maintenance via a crane. These improvements are to be constructed within the time frame specified in the Development Agreement. The Community Development Director may modify or eliminate this requirement if an alternative solution is designed that provides equal or greater protection. (DS) (Proposed Text Revision)

124. Developer is considering realignment of an existing 54 inch diameter storm drain line through proposed lots 16 and 17. Developer shall provide calculations demonstrating that the realignment will not result in a detrimental reduction in the hydraulic capacity or a decrease in low flow velocities that would lead to an increase in the long term maintenance requirements of the storm drain line which may result from flattening the invert slope. If the storm drain is realigned, Developer shall evaluate the structural integrity of the drain from the connection at the El Rio Drain to the upstream limit of the realignment and repair or replace any deficiencies. The final design and extent of any realignment, including relocation of the connection to the El Rio Drain, is at the discretion of the Development Services Director. Developer shall provide evidence of an encroachment permit for all work within property under the jurisdiction of the Ventura County Watershed Protection District or UPRR. (DS)

125. Developer shall remove and/or relocate all sections of the existing storm drain system within Oxnard Boulevard along the project frontage that will be located within or under the proposed landscaped parkway. Implementation of this relocation shall occur prior to, or

concurrent with, the improvements to the Oxnard Boulevard/Wagon Wheel Road intersection. (DS)

126. Prior to development of lots 1 through 10, Developer shall provide an evaluation (capacity and integrity) of the existing downstream storm drain system discharging into the Santa Clara River proposed for continued use by this development. The evaluation shall include, but not necessarily be limited to, the storm drain box under Ventura Road along with the downstream corrugated metal pipe, pipe anchors, headwall and flapgate. Developer shall repair or replace, as determined appropriate by the Development Services Director, all concerns raised during the evaluation process. All CMP (or similar materials) shall be completely removed and replaced with alternative pipe material approved by the Development Services Director. Construction of improvements deemed necessary by the Development Services Director shall occur prior to, or concurrent with, improvements to Ventura Road along the project frontage. (DS)

127. Developer shall provide proof of issuance of any required County, State, or Federal permits for construction or encroachment into the Santa Clara River prior to City approval of improvement plans related to Santa Clara River encroachment. (DS)

128. Developer shall dedicate a storm drain easement to the City over the proposed public storm drain line along the southern tract boundary (adjacent to the railroad tracks). Easement width shall comply with City requirements based on pipeline depth but in no case less than 25 feet wide unless specifically approved by the Development Services Manager. Developer acknowledges that future development of the lots encumbered by this easement will be required to provide access from public right-of-way to the easement for storm drain inspection, maintenance, and reconstruction. Placement of any improvements (including landscaping) within the easement must be compatible with required access and are subject to approval by the Development Services Manager. (DS)

129. Developer shall design project storm drain system to include installation of a manhole or other approved structure at the point of transition from public to private ownership. Developer shall provide proof that maintenance costs associated with private facilities is included in the project CC&Rs as a Homeowner's Association responsibility as each lot develops. The Development Services Manager shall make the final determination regarding limits of City acceptance of storm drain easements for public storm drain maintenance. (DS)

130. Developer shall not construct detention or infiltration facilities within public right-of-way. If a detention or infiltration system is constructed as part of this subdivision, the system shall be located on private property and be privately maintained unless specific approval is obtained from a public agency accepting ownership and maintenance responsibility. Underground detention or infiltration systems shall be designed with a minimum 75-year life expectancy regardless of ownership. (DS)

131. Developer's engineer shall design interim and ultimate site grading to provide a secondary overflow path that will provide safe conveyance of stormwater if the underground drainage system becomes obstructed. (DS)

132. Reserved

133. Developer shall provide evidence with each phase of improvements that proposed construction does not negatively affect offsite drainage from the adjacent railroad or CalTrans properties. Developer shall intercept, convey, and provide stormwater treatment (if required by the current MS4 permit) for any offsite drainage that is currently directed towards this project. Stormwater treatment shall occur prior to discharge into a public stormwater system. (DS)

Wastewater Conditions:

134. Developer shall design and construct all private sewer system improvements within private lots, private streets or private alleys in accordance with public standards. If the private sewer system serves multiple lots, Developer shall create and convey appropriate utility easements. Developer shall also provide evidence that maintenance costs for these shared facilities is provided for in a recorded agreement, CC&Rs, or similar document in a manner acceptable to the Development Services Director. (DS)

135. If not already constructed by others, Developer shall complete construction of the wastewater line in Ventura Road (including installation of a new wastewater lift station) between the project and the existing Vineyard Avenue lift station prior to connection of any wastewater generation facilities to the Ventura Road wastewater main. Improvements shall be designed and constructed to their master planned capacity and located as directed by the Development Services Manager. The lift station may be designed in a phased manner (e.g. space allocated for future pumps) if determined appropriate by the Development Services Manager. (DS)

136. Design of the sewer lift station shall meet City design standards and policies including provision of an odor scrubber (or similar improvement) to mitigate potential odor issues as deemed appropriate by the by the City's Wastewater Superintendent. (DS)

137. Upon request by the City, Developer shall provide evidence that the project is in compliance with the reimbursement requirements of Section 4 of the Development Agreement (A-7122) by and between City and Developer. (DS)

Water Conditions:

138. Developer shall design and construct a water sampling station in a future phase of the project at a location approved by the City Water Superintendent. (DS)

139. Developer shall dedicate a waterline easement to the City over all portions of the domestic water distribution system (up to and including water meters) not within public right-of-way. Water easements shall be a minimum of 15 feet wide. Wider easements may be required where the water line is deeper than 8 feet or access is determined by the City to require a wider easement. (DS)

140. Developer's engineer shall provide detailed water system calculations (based on recent in-place fire hydrant flow tests) and plans for the project. The design of all proposed water improvements shall result in a well-interconnected water system. The required calculations and plans are subject to the approval of the Development Services Manager prior to the issuance of a site improvement/grading permit or recordation of a final map. (DS)

141. Developer shall reduce the length of the proposed 20 inch waterline in Wagon Wheel Road such that it ends approximately 10 feet beyond the proposed enhanced pavement required by the Specific Plan on the westerly leg of the Wagon Wheel/Oxnard Boulevard intersection. The end of the 20 inch waterline shall transition to join the existing 12 inch waterline. These improvements shall be constructed prior to, or concurrent with, construction of the Wagon Wheel/Oxnard Boulevard intersection improvements. (DS)

142. Developer shall install fire hydrants at locations (including both sides of streets with medians) within the project and along adjacent frontage roads as directed by the fire department with each phase of development. (DS)

Recycled Water Conditions:

143. Developer shall extend the length of the proposed 12 inch recycled waterline in Wagon Wheel Road such that it ends approximately 10 feet beyond the proposed enhanced pavement required by the Specific Plan on the westerly leg of the Wagon Wheel/Oxnard Boulevard intersection. These improvements shall be constructed prior to, or concurrent with, construction of the Wagon Wheel/Oxnard Boulevard intersection improvements. (DS)

144. Developer shall design all irrigation systems within the subdivision to be supplied from the project recycled water mains except for specific installations determined by the Development Services Director to be infeasible. Irrigation systems shall be designed in accordance with standard practice for recycled water systems including, but not limited to, use of purple pipe and marked sprinkler heads. Improvements shall include the installation of appropriate reclaimed water usage signage. (DS)

145. Developer's engineer shall provide detailed recycled water system calculations and plans for each phase of the project. The design of all proposed recycled water improvements shall result in a well-interconnected recycled water system. The required calculations and plans are subject to the approval of the Development Services Manager prior to the issuance of a site improvement/grading permit or recordation of a final map. (DS)

Street Conditions:

146. Developer acknowledges that the City of Oxnard and the Ventura County Watershed Protection District are coordinating the design of significant flood protection improvements along the Santa Clara River that have the potential to impact Ventura Road along the project frontage. Developer shall coordinate the design and construction of Ventura Road improvements (roadway and utilities) with the best available information regarding the proposed flood improvement design. (DS)

147. Developer shall furnish and install an illuminated bus shelter, bus bench, trash receptacle, and bicycle rack at each of the two proposed bus pull-out bays along Spur Drive south of Wagon Wheel Road at the time of construction of Spur Drive. The sidewalk shall be widened to 10 feet wide for a 30 foot long strip to provide additional room for installation of the bus shelter and other amenities. Bus stops and furniture shall comply with City of Oxnard standards. Final location, configuration and specifications of the bus stop furniture shall be approved by the City Traffic Engineer. (DS)

148. Prior to issuance of each improvement permit for roadway construction, Developer shall consult with Gold Coast Transit regarding modifications to routes or other Gold Coast Transit services that result in the need for additional bus stops, street furniture or other additional improvements on or adjacent to the site that would affect site improvement plans. Final determination of the scope of added construction requirements shall be at the discretion of the City Traffic Engineer. Roadway construction plans shall include construction of required modifications as appropriate with each phase of roadway construction. (DS)

149. Unless otherwise specified in "The Village" Specific Plan, Developer shall dedicate and improve to City standards all sidewalks, parkways, streets, and street appurtenances. City will name all streets in accordance with adopted City guidelines. (DS)

150. Developer shall design the northerly end of the private alley adjacent to lot 11 to provide an alley to street intersection substantially in conformance with City standard plate 115, section A-A. (DS)

151. Developer shall stripe both edges (double stripe) of all bike lanes that are adjacent to a parking lane. (DS)

152. Developer shall design pedestrian access ramps along both Wagon Wheel Road (not applicable at traffic circles) and Winchester Drive to align with the sidewalk and minimize the offset of the pedestrian path. (DS)

153. Developer shall construct a 6 foot wide sidewalk with an 8 foot wide parkway (measured from curb face) along the westerly side of Oxnard Boulevard between the railroad bridge and Wagon Wheel Road. Improvements shall be constructed concurrent with the retaining wall along lots 16 and 17. Developer shall construct temporary pedestrian improvements

(minimum 6 foot unobstructed width) along the Oxnard Boulevard frontage of lots 16 and 17 concurrent with improvements to the Oxnard Boulevard/Wagon Wheel intersection. Final design of the interface between the back of sidewalk and proposed retaining wall shall be approved by the Development Services Director. (DS)

154. Street improvements plans shall include construction of enhanced paving, traffic calming, bulb-outs and other streetscape enhancements in substantial conformance with the "The Village" Specific Plan requirements. (DS)

155. Reserved (Proposed Text Revision)

156. Developer shall be responsible for extending the existing median on Oxnard Blvd., north and south of Spur Drive, South from the US 101 Freeway and North from the Oxnard Blvd. rail road tracks overcrossing to the Wagon Wheel Rd. intersection. Median improvements shall be identified on the engineering plans and shall be constructed and accepted by the City prior to final inspection for any unit on Lots 8-16. (PK/PL/DS)

Multi-Use Path ("MUP") Conditions:

157. Developer shall install a fence/barrier along the top of the Oxnard Boulevard retaining wall concurrent with retaining wall construction to provide fall protection. The fence/barrier shall not encroach into the one foot wide zone adjacent to the MUP shoulder. Fence/barrier aesthetics shall be coordinated with nearby improvements subject to approval of the Development Services Director. (DS) (Proposed Text Revision)

158. The MUP shall be redesigned to eliminate fencing between the MUP and the project to foster integration between the MUP and the adjacent projects as they are developed. Details of the MUP design shall be approved by the Development Services Director. (DS)

159. Developer shall extend the MUP along Ventura Road under Highway 101 to connect with the existing bicycle ramp that provides access to the trail over the Santa Clara River. The MUP shall be 10 feet wide and placed directly adjacent to the Ventura Road curb for the section under Highway 101. The Ventura Road curb under Highway 101 is to be reconstructed and offset by 2 feet into existing bike lane. Alternative designs (or other improvements) that comply with the intent of the City's Bicycle Master Plan may be approved by the Community Development Director. These improvements shall be constructed prior to, or concurrent with, the Ventura Road frontage improvements. Developer shall obtain a Caltrans permit for these improvements. (DS) (Proposed Text Revision)

160. Developer may submit a phasing plan for phased construction of the MUP for approval by the Development Services Director. The plan shall require at a minimum that; a) no lot adjacent to the MUP can be developed without concurrent construction of the adjacent section of the MUP; b) each phase of the MUP shall be constructed such that no dead-ends

are created, however construction may include temporary sections to connect with nearby bike lanes; c) the number of construction phases shall be minimized; d) the landscaping, lighting, striping, signage, etc. shall be included with each phase of MUP construction; and e) the plan shall comply with all other construction timing requirements of these conditions of approval. (DS)

161. Reserved (Proposed Text Revision)

162. Developer shall design and install a MUP bridge over Oxnard Boulevard adjacent to the existing Wagon Wheel Road (future Spur Drive) Bridge. Final MUP bridge design shall include, but not necessarily be limited to,: a) a minimum clear width of twelve (12) feet; b) all weather surfacing; c) protective decorative railing; d) aesthetics that compliment surrounding improvements; e) appropriate lighting; and f) considerations for minimizing long term maintenance costs. The Community Development Director shall make the final determination regarding project compliance with these requirements. Design of the MUP bridge shall occur prior to, or concurrent with, any development on lots 12, 13, 14, 16 or 17. Improvements shall be constructed prior to final inspection of the 544th unit. Developer and the Community Development Director may negotiate alternative timing for MUP bridge construction if it is determined that additional offsite right-of-way is required. The Community Development Director may provide additional time for construction of the MUP bridge if the Director determines that significant progress has been made and Developer has diligently pursued their construction. (DS) (Proposed Text Revision)

163. Developer shall design and construct decorative MUP gateway entrances at the following locations: a) Spur Drive where the MUP separates from Spur Drive on the north side; b) Wagon Wheel Road adjacent to lot 6 where the MUP leaves Wagon Wheel Road. Final location of these gateways may be altered by the Community Development Director if the MUP layout is altered. Developer shall also design and install directional signage at each location where the MUP enters or exits the public right-of-way not provided with a gateway entrance. Developer shall prepare preliminary designs for the decorative gateway entrances and directional signage for approval by the Community Development Director. (DS) (Proposed Text Revision)

164. Developer shall construct the MUP of enhanced pavement at all locations where the MUP crosses vehicular areas. The width of the enhanced pavement shall generally match the width of the adjacent MUP and the texture, color, and scoring shall be approved by the Planning & Environmental Services Manager. (DS)

165. Developer shall construct the MUP in conformance with the preferred design standards of the "Bicycle & Pedestrian Facilities Master Plan" and the "Santa Clara River Trail Master Plan" including associated appendices. These standards include, but are not limited to, vertical and horizontal curves radii, grades, construction materials, lighting, stopping sight distances, signage, and striping. Final approval of the design is subject to approval by the Development Services Director. (DS)

166. Developer shall design and construct the MUP to accommodate turning movements and vehicle loading associated with light maintenance trucks (pulling a trailer) and ambulances (Vehicle weight of approximately 10,000 lbs). The MUP shall be constructed of concrete. Final design is subject to approval of the Community Development Director and the Fire Marshall. (DS) (Proposed Text Revision)

167. Developer shall include convenient pedestrian, bicycle, and vehicular (light maintenance vehicles and ambulances only) access to the MUP in the design of all future projects along the MUP alignment. (DS)

Miscellaneous Conditions:

168. Developer shall remove or abandon in place (as approved by the Development Services Manager) all existing utilities (storm drain, water, wastewater, etc.) that will not be incorporated into the new project infrastructure. (DS)

169. Prior to the vacation of public right-of-way, Developer shall prepare plans and provide appropriate security to guarantee construction of utility, roadway, and other applicable alterations required in coordination with proposed vacation. (DS)

170. Final map shall effectuate the vacation of City owned right-of-way and utility easements that are no longer required due to street realignments or utility line relocations to the extent allowed under section 66445(j) of the Subdivision Map Act. The Development Services Director shall make the final determination of the limits of right-of-way and utility easements subject to vacation. Developer shall prepare a separate legal description (and pay all fees associated with processing) for any easement vacation not processed as a part of a final map. (DS)

171. Prior to the vacation of any existing right-of-way or public utility easement, Subdivder shall provide written evidence that the owners of public utilities (e.g. gas, electric, or cable) relying on existence of the right-of-way or easement have no objection to the vacation of the right-of-way or easement. (DS)

172. Subdivider's tentative map includes transfer of land relinquished to the City by Caltrans under Relinquishment Numbers 1255 and 1241. Tentative map also includes vacation of public right-of-way for existing streets and vacation of multiple existing public easements. Developer shall be responsible for all costs incurred by the City to hire a consultant to review the map(s) for compliance with the Subdivision Map Act and City Code. Subdivider shall deposit funds deemed adequate by the Development Services Director to cover the anticipated costs of consultant services concurrent with submittal of each final map. The City shall charge all time associated with administering the contract to this deposit. This deposit shall be in lieu of the standard map processing fee. Developer shall provide supplemental funds when the account balance drops below $3,000. Any funds left in the

account upon completion of final maps and other survey documents shall be refunded to the Developer. (DS)

173. Prior to recordation of any map phase including land relinquished by the State of California to the City, subdivider shall implement conditions listed in the agreement between the City of Oxnard and the State of California for the relinquishment of portions of Wagon Wheel Road. The agreement is filed in the City Clerk's Office as Agreement A-7587. The Development Services Director, in coordination with the State of California, shall determine if agreement conditions have been met. (DS)

174. Subdivider shall dedicate rights of ingress and egress to Ventura Road and Oxnard Boulevard to the City of Oxnard from all private lots fronting along these roadways. Dedication shall occur on the map phase creating lots fronting these roadways. (DS)

175. Developer shall provide all right-of-way dedications proposed under this subdivision without any pre-existing easements or other encumbrances. (DS)

176. Developer acknowledges the existence of an easement for flood control purposes retained by the Ventura County Watershed Protection District in a document recorded as instrument No. 073969, at Book 5707, Page 58, of Official Records which affects development on the western portion of the project. Developer shall obtain quitclaim or other similar release of the easement prior to any grading that encroaches into the described land or any other activity (construction or otherwise) that affects the rights reserved under the easement. (DS)

177. Developer shall locate all slopes, retaining walls, or similar improvements on the lot containing the soil that the improvements support. (DS)

178. Developer shall design and construct all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 2 foot wide level area (at both top and bottom of slope) adjacent to any wall, sidewalk, MUP shoulder, curb or similar improvement. (DS)

179. Prior to approval of each final map phase, Developer shall provide a 100-scale address map to the City Engineer for that phase. The map shall be drawn on 18 inch by 24 inch mylar and shall show the standard address map title block, north arrow, street names, tract number, phase boundary, and lot numbers. The City will assign all addresses. (DS)

180. Prior to the issuance of a City construction permit, Developer shall provide proof of issuance of an appropriate encroachment permit for work within areas under the jurisdiction of other public agencies or for work that otherwise negatively affects such areas. (DS)

181. Developer shall list all grading and air quality related environmental mitigations measures on the grading plan cover sheet for all project phases. Developer shall cause all project contractors to comply with these mitigations during all phases of construction. (DS)

182. Developer may submit phased improvement plans corresponding to phased final maps. Prior to submittal of phased improvement plans and/or phased final maps, Developer shall provide a phasing plan for review and approval of the Development Services Manager. Each phase of the map shall be designed to continuously provide a minimum of two points of vehicular access to all developed portions of the project. Temporary improvements such as vehicle turnarounds, barricades, waterline blow-offs, and other improvements may be required as deemed necessary by the Development Services Manager. Phasing plans shall minimize inconvenience to the general public and Gold Coast Transit bus routes. (DS)

183. Developer shall provide and maintain a 5 foot wide (minimum) ADA compliant pedestrian path within the boundaries of this map that provides a convenient pedestrian connection from all new roadway improvements to the existing sidewalks on Oxnard Boulevard and Ventura Road. Developer shall install and maintain adequate street lighting along these pedestrian paths. (DS)

184. Prior to recordation of the first final map, Developer shall provide payment (for reimbursement to another developer) to the City for 15% of the design and construction cost for the widening (adding of a second left turn lane per EIR mitigation measure T-1(b) of the Highway 101 northbound off-ramp at Oxnard Boulevard. The project design and construction costs used in this calculation shall be increased above the actual costs based on application on the Local Agency Investment Fund (LAIF) rate received by the City on its short term investments starting from the date of the construction contract. The construction of these improvements was completed by the Riverpark Development. (DS)

185. Prior to recordation of the each phase of this subdivision, Developer shall provide evidence that project is in currant compliance with all requirements of the Development Agreement (A-7122) executed on January 27, 2009, and all approved amendments thereto. (DS)

186. Developer shall provide 48 inch (minimum) wide, gated, locked openings in the project soundwalls at sufficient intervals (generally 450 feet) to provide access to the backside of these facilities for maintenance purposes. Gate locations shall be indicated on both the civil and soundwall construction plans. Developer shall provide City with keys or other means of access to any gates providing access to areas maintained by City forces. (DS)

187. Prior to the issuance of a grading permit for lots adjacent Highway 101 and/or Oxnard Boulevard, Developer shall sample the soils for aerially deposited lead adjacent to highways and, if necessary, prepare an action plan in accordance with EIR mitigation measure HAZ-3. (DS)

Traffic Conditions:

188. Prior to the issuance of a final inspection for the first dwelling unit on Lot 1, 2, 3, 4, 5, 6, or 7 Developer shall construct Wagon Wheel Road from Buckaroo Place to Ventura Road. Developer shall design Wagon Wheel Road at Ventura Road to accommodate westbound U-

Turn movements to allow residents to access the commercial center near the Wagon Wheel Road/Spur Drive intersection without leaving the project site. Construction plans for this section of Wagon Wheel Road shall be processed concurrent with the onsite improvement plans for development of the first of the listed lots. Alternative designs that provide equivalent access may be approved by the Development Services Director. (TR) (Proposed Text Revision)

189. Developer shall design and construct improvements to Ventura Road along the project frontage concurrent with design and construction of Wagon Wheel Road from Cactus Drive to Ventura Road. Ventura Road shall be designed to accommodate a 14 foot raised median (measured easterly from the existing westerly median curb southerly of the proposed Wagon Wheel Road intersection), two - 12 foot wide through lanes and an 8 foot wide bike lane in the northbound direction. The Wagon Wheel Road/Ventura Road intersection shall be designed with no transition through the intersection. Ventura Road shall be designed to accommodate an 8 foot wide bike lane, two variable width through lanes, and sufficient left turn lane capacity to accommodate the forecast left turning movements in the southbound direction at the Wagon Wheel intersection. Final design and lane configurations shall be approved by the City Traffic Engineer. (TR)

190. Developer shall design and construct a traffic signal at the Ventura Road and Wagon Wheel Road intersection concurrent with improvements to Ventura Road. Construction shall include battery back-up system, Emtrac vehicle pre-emption system, traffic loops, video detection system, pedestrian countdown timers and LED lighting as specified by the City Traffic Engineer. Developer shall also install a Pan-Tilt-Zoom CCTV Camera system at this intersection. (TR)

191. Each phase of Wagon Wheel Road construction shall provide a roadway connection to Ventura Road. Roadway connection may be provided via a temporary roadway connecting new Wagon Wheel Road to existing Wagon Wheel Road or another temporary route approved by the City Traffic Engineer. Developer shall perform repairs (repair potholes, seal cracks, and other deteriorated pavement repairs) to existing roadway(s) used to provide the required vehicular route as determined necessary by the Development Services Director. (DS)

192. Developer shall install traffic signal conduits and pull boxes with each phase of Wagon Wheel Road construction from Buckaroo Place to Ventura Road. Specifications for conduits and pull boxes shall conform to City of Oxnard ITS standards. Location and size of conduits and pull boxes are subject to approved by the City Traffic Engineer. (TR)

193. Developer shall design and re-construct the Highway 101 off-ramp for a right turn only movement in compliance with Caltrans approval concurrent with design and construction of Wagon Wheel Road from Cactus Drive to Ventura Road. Developer shall process the off-ramp improvements through Caltrans and obtain all required permits. Final design of the off-ramp shall also be approved by the City of Oxnard Traffic Engineer. If additional right of

way is needed that affects Lot A on the developer's property for the off-ramp improvements, this right of way shall be provided such that Lot A is not reduced in acreage from shown on the Tentative Tract Map. The Community Development Director may modify the requirements of this condition based on compliance with Caltrans requirements. (TR) (Proposed Text Revision)

194. Prior to design of Wagon Wheel Road from Cactus Drive to Ventura Road, Developer shall submit a traffic analysis evaluating the proposed Highway 101 off-ramp design. The analysis shall include an evaluation of the Wagon Wheel Road westbound left-turn storage capacity at Ventura Road in relation to the traffic turning movements forecast in the project traffic study. The traffic analysis shall also include a determination of the number of off-ramp lanes required to accommodate forecast off-ramp traffic at Wagon Wheel Rd. Developer shall submit 2 copies of the Traffic Analysis report to Traffic Engineering section concurrent with a deposit adequate to cover the anticipated costs to review the traffic analysis. The Development Services Director may modify the requirements of this condition based on compliance with Caltrans requirements. (TR)

195. Developer shall design the vehicular circulation within Lot 2 and 3 in a coordinated manner that provides lot 2 residents with direct vehicular access to and from Saddle Street facilitating left turn movements onto Wagon Wheel Road. Owners of lots 2 and 3 shall enter into a reciprocal access agreement upon development of the first of these lots regarding this requirement. (TR)

196. Developer shall design and construct the Cactus Drive/Wagon Wheel Road roundabout in compliance with the design considerations stipulated in the latest edition of the Technical Summary of Federal Highway Administration (FHWA) for Roundabouts and to the satisfaction of the City Traffic Engineer. (TR)

197. Developer shall design and construct Spur Drive at the connection with the west end of the bridge over Oxnard Boulevard with a minimum 135 foot centerline radius per AASHTO standards for Low-Speed Urban Streets. The design shall also accommodate a minimum 14 foot wide vehicular traveled way in each direction. Final design is subject to approval by the City Traffic Engineer. (TR)

198. Prior to certificate of occupancy/final inspection for any new development within the boundary of this map, Developer shall reconstruct Oxnard Boulevard in the southbound direction at the Wagon Wheel Road intersection to accommodate 2 left turn lanes, 3 through lanes, a 5 foot wide bike lane at the intersection (8 foot wide north of intersection) and 1 right turn lane in the southbound direction. Improvements to Oxnard Boulevard shall also include elimination of the existing painted medians near the Wagon Wheel intersection and replacing them with standard raised medians. Modification to the traffic signal system shall include, but not be limited to, installation of Emtrac vehicle pre-emption system, traffic loops, pedestrian countdown timers, and retrofitting the existing traffic signal HPSV luminaires with LED lighting and as specified by the City Traffic Engineer. Developer shall also install

a Pan-Tilt-Zoom CCTV Camera system if not already installed under the City's ITS project. Improvements shall include upgrading of all existing street name signs at the intersection to current City standards. Intersection construction shall extend from the west side of Spur Drive to Oxnard Boulevard and shall include enhanced pavement and other requirements of the Oxnard Village Specific Plan. Developer shall obtain approval of plans for these improvements prior to, or concurrent with, issuance of the first grading/site improvement permit. Construction of these improvements at an early stage of development is being required in order to minimize the impact on the public that would be caused by delaying their construction until after significant occupancy of the site has occurred. (TR)

199. Concurrent with the improvements to the Oxnard Boulevard/Wagon Wheel Road intersection, Developer shall install pavement delineation from the southbound Highway 101 free-right off-ramp to the Oxnard Boulevard/Wagon Wheel Road intersection employing the "green bike" bike lane (8 foot minimum width) concept at locations determined appropriate by the City Traffic Engineer. Developer shall also install appropriate signage and striping on the east side of Oxnard Boulevard north of Wagon Wheel Road to convert the existing shoulder to a designated bike lane. Developer shall obtain Caltrans approval for all work within roadway Caltrans jurisdiction. (TR)

200. Developer shall improve the Oxnard Boulevard/Vineyard Avenue intersection to provide the following: a) two-10 foot left turn lanes, three-11 foot through lanes, a 4 foot-bike lane (at the intersection) and two-12 foot right turn lanes in the northbound direction; b) two-10 foot left turn lanes, three-11 foot through lanes, a shared through/right lane and an 8 foot-bicycle lane in the southbound direction; c) one-10 foot left turn lane, one-10 foot shared left/through lane, two-11 foot through lanes, a 4 foot bicycle lane (at the intersection) and one-12 foot right turn lane in the eastbound direction; and d) three-10 foot left turn lanes, one-11foot through lane, one-11 foot shared through/right turn lane and a 6 foot bicycle lane in the westbound direction. Improvements shall also include, but not necessarily limited to, modification to the traffic signal to include an Emtrac vehicle pre-emption system, traffic loops, pedestrian countdown timers and retrofitting the existing traffic signal HPSV luminaires with LED lighting. Developer shall install a Pan-Tilt-Zoom CCTV Camera system if not previously installed by others. The improvements shall include modification to the raised median, landscaping, irrigation and street lighting as required to accommodate these improvements. If right-of-way is not available to construct the bicycle lane in the southbound direction at the time of construction, developer shall construct 2-10 foot left turn lanes, 3-11 foot through lanes and 1-14 foot shared through/right lane in the southbound direction. Improvements shall include upgrading of all existing street name signs at the intersection to current City standards. Design of these improvements, including required length of all turn pockets, is subject to approval by the City Traffic Engineer. The improvements shall be constructed prior to the issuance of 400th residential unit final inspection within the project. The Community Development Director may modify or eliminate the requirements of this condition if the City obtains alternative funding and accepts construction responsibility (TR) (Proposed Text Revision)

201. Unless the City obtains alternative funding and accepts construction responsibility for Orchard Place/Oxnard Boulevard improvements, prior to the issuance of any future final inspection or certificate of occupancy within the boundary of this subdivision, Developer shall modify the Orchard Place/Oxnard Boulevard to provide the following: a) a traffic signal system that includes battery back-up system, Emtrac vehicle pre-emption system, traffic loops, video detection system, pedestrian countdown timers, LED lighting, and a Pan-Tilt-Zoom CCTV Camera compliant with the City's ITS system; b) reconstruction of the southbound approach to the intersection to provide 1-left turn lane, 3-through lanes (eliminating existing eastbound free-right), a bicycle lane (at the intersection) and a right turn lane; and c) construction of an extension of the existing raised median on Oxnard Boulevard to provide a standard northbound left-turn pocket at Orchard Place. Improvements shall also include re-striping of northbound Oxnard Boulevard at Orchard Place to accommodate 1-left turn lane, 2-through lanes, a bicycle lane (at the intersection) and a right turn lane. Construction plans for these improvements shall be processed concurrent with the development plans for any new development within the boundary of this map. The final design of these improvements is subject to approval of the City Traffic Engineer. (TR)

202. Unless the City obtains alternative funding and accepts construction responsibility for Oxnard Blvd improvements from Vineyard Avenue, north to Orchard Place, concurrent with modification to the Orchard Place/Oxnard Boulevard intersection, Developer shall construct curb, gutter and a seven (7) foot wide concrete sidewalk along westerly side of Oxnard Boulevard to create a continuous ADA compliant pedestrian pathway from Vineyard Plaza on the south to the existing sidewalk northerly of Orchard Place. Construction plans for these improvements shall be processed concurrent with the development plans for any new development within the boundary of this map, and shall be constructed and accepted by the City prior to the 544th unit final inspection in the project. (TR)

203. Developer proposes to construct a portion of the Multi-Use Path ('MUP') near lot 6 within land currently owned by the State of California. Developer shall pay all costs and process all paperwork required to transfer ownership to the City. Property transfer shall occur prior to, or concurrent with, construction of this portion of the MUP. (DS)

204. Developer shall construct a bus pull-out (compliant with City Standard Plate 200) along southbound Oxnard Boulevard just south of the Wagon Wheel Drive intersection. Location and design details associated with the bus pull-out shall be approved by the City Traffic Engineer. The location of required street furniture shall be approved by the City Traffic Engineer, supplied and installed at the Developer's cost and shall include a bus shelter, solar lighting system, bench, trash receptacle, and bike rack within the Oxnard Blvd/Wagon Wheel public right of way. The bus pull-out shall be eligible for Transportation Demand Management fund reimbursement at 100% of all costs of construction, excluding the above mentioned bus shelter, solar lighting system, bench, trash receptacle, and bike rack. Timing for the installation of all improvements shall be to the satisfaction of Gold Coast Transit and the City Traffic Engineer. (DS)

205. Developer shall eliminate the City of Oxnard's interest (fee, easement, and/or right-of-way) in the triangular sliver of property between Lot A and the freeway offramp. Elimination of City interest may be accomplished by: a) transferring all interest to the State of California for reconstruction of the offramp; b) elimination of all right-of-way and transfer of fee ownership to the City for incorporation into Lot A; c) any other transfer that is acceptable to the City Engineer. (DS)

206. Developer shall provide maintenance vehicle access (curb cut or other approved measures) to the MUP from Wagon Wheel Road at the point where the MUP connects to Wagon Wheel Road near the property line between Lot A and Lot 6. (DS)

POLICE DEPARTMENT SPECIAL CONDITIONS

207. All access control systems that serve public or semi-public areas, whether for pedestrians or vehicles, shall have features which provide easy access by first responders. Areas to be included for such access shall include, but not be limited to: parking areas, common shared hallways, elevators, and stairwells used by residents to access residential units, pool areas and shared gyms. The methods of first responder access shall be by "click to enter technology", key card or passcode as approved by the Chief of Police or his or her designee. (PD)

208. **Comprehensive Security Camera System**. The cameras will be owned and maintained by either the Master HOA or the apartment entity where they are place.
    a) All security camera systems required under plans approved within the individual lot sites, and all supporting equipment regardless of whether the installation of equipment is on public or private property, shall be considered as part of the Comprehensive Security Camera System.
    b) Develop sustainable review process for replacing, if necessary, security camera equipment or systems on a five-year cycle. The five-year cycle starts on the date of Certificate of Occupancy or first date of permitted operation.
    c) The Master HOA shall establish an alpha-numeric system to identify each camera throughout the project area regardless of whether the installation of the equipment is on public or private property. This requirement does not apply to interior retail tenant spaces.
    d) The Master HOA shall ensure that any camera which provides views that include windows of private residences shall have the window digitally masked.
    e) Cameras and supporting equipment shall supply digital color images under normal lighting conditions. Greyscale images are required for infra-red lighting.
    f) Cameras shall be made by a reputable manufacturer and maintained to current industry standards.
    g) Cameras shall have sufficient low light ability to clearly capture quality images.
    h) The video system shall utilize a Digital Video Recorder or a recording system that meets the current industry standard as of the date installed.
    i) The video system shall allow recording, live viewing and playback of recorded video for a period of not less than 30-days.

j) Recorded images shall bear a date and time stamp that cannot be altered.
k) Locations identified as "choke points" throughout the project area shall have cameras dedicated to the purpose of capturing head and upper body images of pedestrians. Whenever possible, cameras installations serving this purpose shall be mounted near 7-feet above the ground. The intent of this condition is to capture images of faces.
l) Choke point cameras shall be located at public entrances to the MUP to capture the face and upper-body images of pedestrians.
m) The camera system shall operate 24-hours a day, 7-days a week.
n) The Camera System shall have the functionality to provide live feed remotely over the Internet.
o) The Master HOA shall provide access to video records to the Oxnard Police Department in a timely manner upon request. (PD)

209. **Security Personnel**. Security personnel will be required under the Blanket Alcohol Special Use Permit, and will be funded by the Master HOA or other similar entity. The duties of these security officers, although tied to the concentration of alcohol establishments, shall also include patrol the entire project site to:
a) Dissuade problem activities and call the police if appropriate
b) Document site maintenance issues on private as well as public properties.
c) Promptly address access control issues at parking structures and other semi-public areas.
d) Operate and monitor camera systems as appropriate.
e) Except as required under the Blanket Alcohol SUP, security personnel shall not be required during regular business hours as long as there is staff on-site to address items a-d.
f) Security personnel shall meet all credentialing requirement of the State of California and the City of Oxnard and shall be uniquely attired so as to be easily identifiable by the public and to police officers.
g) Security personnel shall work in partnership with the Oxnard Police Department in creating and maintaining a safe community. As part of that partnership, the Master HOA, security management and the Oxnard Police Department shall develop "Post Orders" for security personnel assigned to patrol the Oxnard Village community. (PD)

[SIGNATURES ON FOLLOWING PAGE]

PASSED and ADOPTED by the City Council of the City of Oxnard, State of California, held on this 17th day of November 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascension, City Clerk

APPROVED AS TO FORM

_____
Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE SECOND AMENDMENT TO DEVELOPMENT AGREEMENT NO. A-7122 (PLANNING AND ZONING PERMIT NO. 20-670-02) FOR PROPERTY NEAR THE NORTHWESTERN EDGE OF THE CITY OF OXNARD, AND BOUNDED BY HIGHWAY 101 TO THE NORTH, OXNARD BOULEVARD TO THE EAST, THE UNION PACIFIC RAILROAD AND EL RIO DRAIN TO THE SOUTH, AND NORTH VENTURA ROAD TO THE WEST. FILED BY COREY HARPOLE, OXNARD CRFL PARTNERS, LLC, 64 MAXWELL, IRVINE, CALIFORNIA, 92618

WHEREAS, the City Council of the City of Oxnard has considered an application for Planning and Zoning Permit 20-670-02 (the **"Project"**), a proposed second amendment to Development Agreement No. A-7122 (Development Agreement) between the City and the Project proponent, Oxnard CRFL Partners, LLC (Oakwood Communities, Inc.); (collectively referred to **"Applicant"** or **"Developer"** in the record of proceedings); and

WHEREAS, the Second Development Agreement Amendment (DAA) shall include the following summary of updates. The DAA text is provided in Exhibit A to this Resolution:

1. Amend Section 5 of the Development Agreement to lock in the growth impact fees (aka "Growth Fees") to the rate in effect May 1, 2020; and
2. Amend Section 7(d)(i) of the Development Agreement to lock in the 2015 traffic impact fee (aka "Traffic Circulation Fee") for an additional 7 years until July 1, 2028; and
3. Amend Section 7(d)(ii) of the Development Agreement to waive the Mobility Fee; and
4. Amend Section 7(d)(iii) of the Development Agreement to waive current and future Park Development fees; and
5. Amend Section 7(d)(iv) of the Development Agreement to waive all current and future City drainage fees ("Storm Drain Fees") relating to the project; and
6. Amend Section 15.2 of the Development Agreement to re-title Paragraph 15.2 as 'Off-Site Trail Improvements' and Increase the Air Quality Credit to full credit for construction of the pedestrian bridge; and
7. Amend Section 16.1 of the Development Agreement to authorize the Community Development Director to allow construction timing flexibility on construction of the Ventura Road Pump System; and
8. Amend Section 16.5 of the Development Agreement to accommodate current energy efficient technology.
9. Amend Section 1 of the First Development Agreement Amendment to authorize the Community Development Director to allow construction timing flexibility on construction of the Storm Water and Flood Protection improvements, up to 1,300 dwelling units.

WHEREAS, in January 2009 the City Council approved Development Agreement (DA) No. A-7122 between the between the City of Oxnard and Oxnard CRFL Partners, LLC, successor in interest to Oxnard Village Investments, LLC; and

WHEREAS, in July 2015 the City Council approved the First Amendment to DA No. A-7122 to incorporate financial provisions for storm water and flood protection improvements not foreseen when the project was originally approved; and

WHEREAS, in September 2008 the City Council certified Final Environmental Impact Report (FEIR) No. 2006-03 (State Clearinghouse No. 2006101099). The FEIR was prepared to analyze potential impacts associated with the approval and the implementation of The Village Specific Plan and the anticipated build out of the 62-acre specific plan site; and

WHEREAS, in July 2015 the City Council certified Supplemental Environmental Impact Report (SEIR) No. 2014-01 for the TTM No. 5745 of The Village Specific Plan, to address changes in environmental conditions which were not known and could not have been known at the time the City certified FEIR No. 2006-03; and

WHEREAS, an EIR Addendum was prepared to summarize the site specific technical clarifications with respect to aesthetic, biology, flood zone, open space and traffic impacts associated with the proposed Project. The EIR Addendum concluded that aesthetic, biology, flood zone, open space and traffic impacts would remain less than significant upon compliance with the Tract conditions of approval and Mitigation Measure in the FEIR and SEIR. No additional mitigation measures are required. The proposed conditions of approval would not result in any new significant impacts or increase the severity of any significant impact identified in the FEIR and SEIR.

WHEREAS, in accordance with Section 15164 of the California Code of Regulations, the Planning Division has determined that minor changes are proposed to the project for which an FEIR and SEIR were previously certified; and that an Addendum is the appropriate environmental document to evaluate the minor changes in the Project, and has prepared Addendum No. 2019- thereto because the proposed changes to the original specific plan, TTM and DA would not result in any new additional significant impacts, nor would they substantially increase the severity of previously anticipated significant impacts. Rather, all of the impacts associated with the Project are within the envelope of impacts addressed in the Certified FEIR and SEIR and do not constitute a new or substantially increased significant impact; and

WHEREAS, Planning and Zoning Permit No. No. 20-670-02 (Second Amendment to Development Agreement No. A-7122), was referred to various City departments for recommendations; and

WHEREAS, on October 29, 2020, the Planning Commission conducted a duly noticed public hearing and received all written and oral evidence in favor of and in opposition to the Project, considered applications for Planning and Zoning Permit No. 20-670-02 (Second Amendment to Development Agreement No. A-7122), 19-300-01 (Revision to TTM No. 5745), 19-630-01(Specific Plan Text and Map Amendment No. 2 to Village Specific Plan) and considered certification of Addendum to Final Environmental Impact Report (FEIR) No. 06-03 and Supplemental

Environmental Impact Report (SEIR) 14-01 pursuant to the California Environmental Quality Act ("CEQA"); and

WHEREAS, on October 29, 2020 the Planning Commission of the City of Oxnard voted 5:0 (one commissioner absent) to approve Resolution No. 2020-19 recommending that the City Council adopt an ordinance approving Planning and Zoning Permit No. 20-670-02 (Amendment No. 2 to Development Agreement No. A-7122) to amend Sections 7(d), 15.2, 16.1 and 16.5 of the original Development Agreement (2009) and Sections 1 of the First Development Agreement Amendment (2015).

WHEREAS, the City Council does find that the content of the Second Amendment to Development Agreement No. A-7122 is consistent with the 2030 General Plan, City Council Resolution 8139 (Development Agreement Resolution), California Government Code Section 65864 et seq (Development Agreement Statute) and the Oxnard City Code; and

WHEREAS, the City Council finds that the applicant agrees with the necessity of and accepts all elements and requirements of this ordinance as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety and welfare of the citizenry in general and the persons who work or visit this subdivision in particular; and

WHEREAS, the City Council finds, after due study, deliberation and a duly noticed public hearing on November 17, 2020, and received and reviewed written and oral comments, presented by staff and the Applicant with a series of questions, that the project meets the criteria set out in California Government Code 65864 through 65869.5; and

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

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated into the operative provisions of this Ordinance.

SECTION 2. An Addendum to FEIR No. 06-03 and SEIR No. 2014-01 for the Village Specific Plan was prepared for the Project. In accordance with State CEQA Guidelines Section 15164 California Environmental Quality Act (CEQA), the proposed changes to the original specific plan, TTM and DA would not result in any new additional significant impacts, nor would they substantially increase the severity of previously anticipated significant impacts addressed in the Certified FEIR and SEIR. With imposition of mitigation measures from the certified 2008 FEIR and the 2015 SEIR, impacts are fully mitigated. Mitigation measures identified in FEIR No. 06-03 and SEIR No. 2014-01 that are relevant to this Project site have been incorporated into the project and compliance with the MMRP is a requirement for approval of this SPA.

SECTION 3. Based on the findings set forth herein, the City Council approves Planning and

Zoning Permit No. 20-670-02 (Amendment No. 2 to Development Agreement No. A-7122) to amend Sections 7(d), 15.2, 16.1 and 16.5 of the original Development Agreement (2009) and Sections 1 of the First Development Agreement Amendment (2015).

SECTION 4. Pursuant to Government Code Section 65863.5, the City Clerk shall mail a copy of this ordinance to the Assessor of Ventura County within thirty (30) days from the adoption of this ordinance.

SECTION 5. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation published and circulated in the City. Ordinance No. ____ was first read on _11/17/2020, and finally adopted on _____, to become effective thirty (30) days thereafter.

SIGNATURES ON FOLLOWING PAGE

PASSED and ADOPTED this _____ day of _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM

_____
Stephen M. Fischer, City Attorney

RECORDING REQUESTED BY:

City of Oxnard

Request recording without fee. Record for benefit of City of Oxnard pursuant to Section 27383 of Government Code.

WHEN RECORDED MAIL TO:

City of Oxnard
305 West Third Street Oxnard, California 93030 Attn: City Clerk

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

Agreement No. A-7122

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this "Second Amendment") is made in Ventura County, California as of _____, 2020, by and between the **CITY OF OXNARD,** a municipal corporation of the State of California ("City"); and **OXNARD CRFL PARTNERS, LLC,** a Delaware limited liability company, successor in interest to **OXNARD VILLAGE INVESTMENTS, LLC** ("Developer").

RECITALS

This SECOND AMENDMENT TO Development Agreement is made and entered into on the basis of the following facts and understandings of the parties hereto:

A. Developer is the owner of and is developing real property located in the City and more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("Developer's Property"). City and Developer's predecessor in interest entered into a Development Agreement dated as of January 27, 2009, and recorded on March 10, 2009 as Instrument No. 20090310-00037202-0 in the Ventura County Recorder's Office (the "Original Agreement").

B. City and Developer amended the Original Agreement on July 28th, 2015 to incorporate provisions for storm water and flood protection. This Amendment was recorded on _____ 2015 as Instrument No. _____ in the Ventura County Recorder's Office (the "First Amendment").

C. Developer has taken certain actions to develop Developer's Property, but significant

additional work will be needed in order to complete the Project.

D. Developer is seeking to amend the Original Agreement and First Amendment.

E. The Effective Date of this Amendment is specified in Section 3(j), below.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into the operative provisions of this Amendment by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, City and Developer agree as follows:

Section 1. Additional Revisions.

The parties hereto agree to the additional revisions to the Original Agreement and First Amendment set forth in Exhibit b, which is attached hereto and incorporated herein by this reference.

Section 2. Standard Provisions.

(a) Entire Agreement. Except for the Original Agreement and the First Amendment, both of which this Second Amendment amends, this Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties hereto with respect to the matters contained in this Amendment.

(b) Priority of Documents. In any case of conflict, this Amendment shall control over the Original Agreement, the First Amendment to Development Agreement and over the exhibits to this Amendment. The exhibits to this Amendment shall control over the Original Agreement.

(c) Section Headings. The section headings contained in this Amendment are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

(d) Counterparts. This Amendment and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

(e) No Reliance on Other Parties. All parties to this Amendment declare that, prior to the execution of this Amendment, they have informed themselves of sufficient relevant data, either through experts or other sources of their own selection, and have sought and obtained legal counsel, in order that they might intelligently exercise their own judgment in evaluating the contents of this Amendment and making the decision to execute it. The parties hereto each represent and acknowledge that in executing this Amendment, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this Amendment or their respective legal counsel with regard to the subject matter, basis or effect of this Amendment.

(f) Construction. The provisions of this Amendment shall be liberally construed to its purpose. The language of this Amendment shall be construed according to its plain meaning and shall not be construed for or against any party hereto, as each party hereto has participated in the drafting of this Amendment and has had its legal counsel review it. Whenever the context and

construction so require, all words used in the singular shall be deemed to be used in the plural and vice versa.

(g) Successors and Assigns. This Amendment shall be binding on and shall insure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

(h) Governing Law. The validity and interpretation of this Amendment shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.

(i) Authority. Each party hereto certifies and warrants that all individuals executing this Amendment and other related documents on its behalf have the capacity and have been duly authorized to do so. Each party hereto shall also indemnify the other party to this Amendment and hold it harmless from all damages, costs, attorneys' fees, and other expenses, if a signatory is not so authorized.

(j) Effective Date. After this Amendment has been signed by authorized representatives of each of the parties hereto, this Amendment shall become effective on the date on which the ordinance approving this Amendment becomes effective under Government Code section 36937.

(k) Definitions. All terms not specifically defined in this Amendment shall have the meanings ascribed to them in the Original Agreement and the First Amendment to Development Agreement.

(m) Recording. City shall cause this Amendment to be recorded in the Official Records of the County within ten (10) days after the mutual execution of this Amendment, but failure to record shall not alter the rights of the parties hereto.

(n) Indemnity. In the event any legal action is instituted by a third party or other government entity or official challenging the validity of this Amendment, City and Developer agree to cooperate in defending such action, with Developer to indemnify City pursuant to Paragraph 25(m) of the Original Agreement.

[signatures on following page]

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties to this Amendment have each executed this Amendment as of the date first written above.

CITY:

CITY OF OXNARD, a public body, corporate and politic

Date:_____
Tim Flynn, Mayor

By: _____

ATTEST:

By: _____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

By: _____
Stephen M. Fischer, City Attorney

DEVELOPER:

OXNARD CRFL PARTNERS, LLC,
a Delaware limited liability company

_____
_____

By: _____

Name: Carl Renezeder

Title: Authorized Signatory

By: _____

Title: _____

`

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

`

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

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

WITNESS my hand and official seal.

Signature _____

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

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

WITNESS my hand and official seal.

Signature _____

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

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

WITNESS my hand and official seal.

Signature_____

EXHIBIT A

DEVELOPER'S PROPERTY

[behind this page]

EXHIBIT A

Legal Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A: (APN 139-0-022-040)

THAT PORTION OF SUBDIVISION 9, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL., DEFTS." DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THAT CERTAIN COURSE, RECITED AS "SOUTH 66° 34' 30" EAST 573.33 FEET", IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED JANUARY 27, 1955 AS INSTRUMENT NO. 2961, IN BOOK 1260, PAGE 453, OFFICIAL RECORDS, DISTANT ALONG SAID CERTAIN COURSE SOUTH 66° 34' 30" EAST 195.91 FEET FROM THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO WESTERN TRAILER PARK, INC., RECORDED JUNE 10 1954 AS INSTRUMENT NO. 16613, IN BOOK 1208, PAGE 17, OFFICIAL RECORDS; THENCE PARALLEL WITH SAID EASTERLY LINE,

1ST: SOUTH 0° 30' WEST, 81.41 FEET; THENCE

2ND: SOUTH 84° 06' 30" WEST, 68.21 FEET; THENCE

3RD: SOUTH 7° 52' 15" WEST, 75.25 FEET; THENCE

4TH: NORTH 89° 23' 15" WEST, 103.01 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF SAID LAND OF WESTERN TRAILER PARK, INC., DISTANT ALONG SAID EASTERLY LINE, SOUTH 0° 30' WEST, 239.75 FEET FROM SAID CERTAIN COURSE RECITED AS "SOUTH 66° 34' 30" EAST, 573.33 FEET"; THENCE ALONG SAID EASTERLY LINE,

5TH: SOUTH 0° 30' WEST, 238.67 FEET; THENCE

6TH: SOUTH 89° 23' 15" EAST, 336.33 FEET; THENCE

7TH: NORTH 0° 36' 45" EAST, 39.52 FEET; THENCE

8TH: NORTH 89° 23' 15" WEST, 50.00 FEET; THENCE

9TH: NORTH 0° 36' 45" EAST, 50.00 FEET; THENCE

10TH: SOUTH 89° 23' 15" EAST, 50.00 FEET; THENCE

11TH: NORTH 0° 36' 45" EAST, 230.43 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE

12TH: NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE THROUGH AN ANGLE OF 67° 11' 15" AN ARC DISTANCE OF 29.32 FEET TO THE POINT OF TANGENCY WITH SAID CERTAIN COURSE RECITED AS "SOUTH 66° 34' 30" EAST, 573.33 FEET"; THENCE ALONG SAID CERTAIN COURSE,

13TH: NORTH 66° 34' 30" WEST, 153.37 FEET TO THE POINT OF BEGINNING.

PARCEL B: INTENTIONALLY DELETED

PARCEL C: (APN 139-0-022-165)

THAT PORTION OF SUBDIVISION 9, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL., DEFTS." DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO MARTIN V. SMITH AND WIFE, RECORDED APRIL 29, 1946 AS INSTRUMENT NO. 10429, IN BOOK 745, PAGE 450, OFFICIAL RECORDS, DISTANT ALONG SAID WESTERLY LINE, SOUTH 0° 30' WEST, 140 FEET FROM THE SOUTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED APRIL 14, 1948 AS INSTRUMENT NO. 6528, IN BOOK 823, PAGE 494, OFFICIAL RECORDS; THENCE AT RIGHT ANGLES,

1ST: SOUTH 89° 30' EAST, 60.00 FEET; THENCE PARALLEL WITH SAID WESTERLY LINE,

2ND: NORTH 0° 30' EAST, 110.00 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THE LAND IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED JANUARY 27, 1955 AS INSTRUMENT NO. 2961, IN BOOK 1260, PAGE 453, OFFICIAL RECORDS, BEING A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 26° 07' 21" AND A RADIAL LINE AT THE BEGINNING OF SAID CURVE IN SAID WESTERLY LINE BEARS NORTH 2° 41' 51" WEST; THENCE

3RD: EASTERLY, ALONG SAID CURVE, AN ARC DISTANCE OF 32.00 FEET, MORE OR LESS, TO THE EASTERLY TERMINUS OF SAID CURVE; THENCE TANGENT TO SAID CURVE

4TH: SOUTH 66° 34' 30" EAST, 130.00 FEET, MORE OR LESS, TO THE INTERSECTION WITH A LINE WHICH IS PARALLEL WITH AND EASTERLY 210.00, MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF SAID LAND OF MARTIN V. SMITH; THENCE ALONG SAID PARALLEL LINE

5TH: SOUTH 0° 30' WEST, 688.16 FEET; THENCE AT RIGHT ANGLES,

6TH: NORTH 89° 30' WEST, 210.00 FEET TO THE WESTERLY LINE OF SAID LAND OF MARTIN V. SMITH; THENCE ALONG SAID WESTERLY LINE,

7TH: NORTH 0° 30' EAST, 637.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF OF ALL OIL, GAS AND OTHER MINERAL SUBSTANCES IN AND UNDER A PORTION OF SAID LAND OR THAT MAY BE PRODUCED AND SAVED THEREFROM AS RESERVED BY DORA SANDERSON, TRUSTEE IN DEED RECORDED JULY 27, 1945 AS INSTRUMENT NO. 9151, IN BOOK 726, PAGE 63, OFFICIAL RECORDS.

PARCEL D: (APN 139-0-022-015)

THAT PORTION OF SUBDIVISION 9, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL., DEFTS." DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO MARTIN V. SMITH AND WIFE, RECORDED APRIL 29, 1946 AS INSTRUMENT NO. 10429, IN BOOK 745, PAGE 450, OFFICIAL RECORDS, DISTANT ALONG SAID WESTERLY LINE, SOUTH 0° 30' WEST, 140.00 FEET FROM THE SOUTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED APRIL 14, 1948 AS INSTRUMENT NO. 6528, IN BOOK 823, PAGE 494, OFFICIAL RECORDS; THENCE AT RIGHT ANGLES,

1ST: SOUTH 89° 30' EAST, 60.00 FEET; THENCE PARALLEL WITH SAID WESTERLY LINE,

2ND: NORTH 0° 30' EAST, 110.00 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THE LAND IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED JANUARY 27, 1955 AS INSTRUMENT NO. 2961, IN BOOK 1260, PAGE 453, OFFICIAL RECORDS, BEING A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 26° 07' 21" AND A RADIAL LINE AT THE BEGINNING OF SAID CURVE IN SAID WESTERLY LINE BEARS NORTH 2° 41' 51" WEST; THENCE,

3RD: WESTERLY AND SOUTHWESTERLY, ALONG SAID CURVE, AN ARC DISTANCE OF 59.19 FEET TO THE WESTERLY LINE OF SAID LAND OF MARTIN V. SMITH; THENCE ALONG SAID WESTERLY LINE,

4TH: SOUTH 0° 30' WEST, 115.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL E: (APN 139-0-022-030)

THAT PORTION OF SUBDIVISION 9, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL., DEFTS." DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE WHICH IS PARALLEL WITH AND DISTANT EASTERLY 210.00 FEET, MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO MARTIN V. SMITH AND WIFE, RECORDED APRIL 29, 1946 AS INSTRUMENT NO. 10429, IN BOOK 745, PAGE 450, OFFICIAL RECORDS, WITH THAT CERTAIN COURSE, RECITED AS "SOUTH 66° 34' 30" EAST 573.33 FEET", IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED JANUARY 27, 1955 AS INSTRUMENT NO. 2961, IN BOOK 1260, PAGE 453, OFFICIAL RECORDS, THENCE ALONG SAID CERTAIN COURSE,

1ST: SOUTH 66° 34' 30" EAST, 195.91 FEET; THENCE PARALLEL WITH THE WESTERLY LINE OF SAID LAND OF MARTIN V. SMITH,

2ND: SOUTH 0° 30' WEST, 81.41 FEET; THENCE

3RD: SOUTH 84° 06' 30" WEST, 68.21 FEET; THENCE

4TH: SOUTH 7° 52' 15" WEST, 75.25 FEET; THENCE

5TH: NORTH 89° 23' 15" WEST, 103.01 FEET, TO SAID 1ST MENTIONED PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE,

6TH: NORTH 0° 30' EAST, 234.75 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL F: INTENTIONALLY DELETED

PARCEL G: (APN 139-0-170-015)

THAT PORTION OF SUBDIVISION 9, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL., DEFTS." DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO SIMON COHN, RECORDED IN BOOK 81, PAGE 160 OF DEEDS, DISTANT ALONG SAID WESTERLY LINE, SOUTH 0° 38' WEST, 200.00 FEET FROM THE INTERSECTION OF SAID WESTERLY LINE WITH THE SOUTHWESTERLY LINE

OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED APRIL 25, 1948 AS INSTRUMENT NO. 7363, IN BOOK 826, PAGE 229, OFFICIAL RECORDS; THENCE ALONG SAID WESTERLY LINE

1ST: NORTH 0° 38' EAST, 113.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 308.00 FEET AND A RADIAL LINE BEARS SOUTH 44° 19' 36" WEST; THENCE

2ND: SOUTHEASTERLY ALONG SAID CURVE THROUGH AN ANGLE OF 3° 41' 23" AN ARC DISTANCE OF 19.38 FEET; THENCE TANGENT TO SAID CURVE

3RD: SOUTH 49° 21' 47" EAST, 105.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE

4TH: SOUTHEASTERLY ALONG SAID CURVE THROUGH AN ANGLE OF 23° 33' 28" AN ARC DISTANCE OF 41.32 FEET TO A POINT ON SAID SOUTHWESTERLY LINE OF THE LAND CONVEYED TO THE STATE OF CALIFORNIA; THENCE

5TH: SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE BEING A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1392.00 FEET, AN ARC DISTANCE OF 2.7 FEET, MORE OR LESS, TO THE INTERSECTION WITH A LINE WHICH EXTENDS SOUTH 89° 22' EAST, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID LAND OF SIMON COHN, FROM SAID POINT OF BEGINNING; THENCE ALONG SAID RIGHT ANGLE LINE

6TH: NORTH 89° 22' WEST, 121.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OILS AND MINERALS IN AND UNDER SAID LAND AS EXCEPTED IN DEED FROM CLARENCE A. MARKEL AND LUCILLE B. MARKEL, RECORDED FEBRUARY 11, 1954 AS INSTRUMENT NO. 4118, IN BOOK 1183, PAGE 46, OFFICIAL RECORDS.

PARCEL H: (APN PTN. 139-0-161-035)

THAT PORTION OF LOT 15, UNDERPASS INDUSTRIAL TRACT NO. 1, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21, PAGE 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THAT PORTION OF SUBDIVISIONS 9 AND 10, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL., DEFTS." DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 15, DISTANT THEREON NORTH 49° 56' 00" WEST, 164.05 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE

1ST: NORTH 40° 04' 00" EAST, 117.05 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 15; THENCE ALONG SAID NORTHEASTERLY LINE

2ND: NORTH 14° 25' 30" WEST, 184.12 FEET; THENCE

3RD: NORTH 88° 26' 00" WEST, TO THE WESTERLY LINE OF SAID LOT 15; THENCE ALONG SAID WESTERLY LINE

4TH: NORTH 0° 39' 00" EAST, TO THE EASTERLY TERMINUS OF THE 18TH COURSE DESCRIBED IN PARCEL 6 IN THE DEED OF TRUST RECORDED ON JUNE 30, 1961 AS INSTRUMENT NO. 28094, IN BOOK 2017, PAGE 464, OFFICIAL RECORDS; THENCE ALONG SAID 18TH COURSE

5TH: NORTH 89° 37' 00" WEST, 203.73 FEET TO THE NORTHWESTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY RIGHT OF WAY, 100 FEET WIDE; THENCE ALONG SAID NORTHWESTERLY LINE

6TH: SOUTH 49° 56' 00" EAST, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ONE-HALF (1/2) OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT THE RIGHT TO ENTER UPON, POSSESS OR USE ANY PART OF THE SURFACE OF SAID LAND ABOVE A DEPTH OF 500 FEET BELOW THE SURFACE FOR THE PURPOSES OF PROCESSING, EXTRACTING, OR EXPLORING FOR OIL, GAS OR OTHER HYDROCARBON SUBSTANCES OR MINERALS IN OR UNDER SAID LAND FOR A PERIOD OF TWENTY (20) YEARS FROM AND AFTER THE DATE HEREOF AND IN THE EVENT THAT OIL, GAS OR OTHER HYDROCARBON SUBSTANCES OR MINERAL PRODUCTION OR DEVELOPMENT IS COMMENCED WITHIN SAID PERIOD OF TWENTY (20) YEARS THEN FOR SO LONG THEREAFTER AS SAID DEVELOPMENT OR PRODUCTION IS CONTINUED, AS RESERVED BY LESTER R. HOWARD AND JOANNA HOWARD, IN DEED RECORDED SEPTEMBER 29, 1961 AS INSTRUMENT NO. 42785, IN BOOK 2053, PAGE 556, OFFICIAL RECORDS.

PARCEL I: (APN PTN. 139-0-161-035)

THAT PORTION OF LOT 15, UNDERPASS INDUSTRIAL TRACT 1, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21, PAGE 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 15, DISTANT THEREON NORTH 49° 56' 00" WEST, 164.05 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE NORTH 40° 04' 00" EAST, 117.05 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 15; THENCE ALONG SAID

NORTHEASTERLY LINE, NORTH 14° 25' 30" WEST, 184.12 FEET TO THE TRUE POINT OF BEGINNING; THENCE

1ST: NORTH 88° 26' 00" WEST, TO THE WESTERLY LINE OF SAID LOT 15; THENCE ALONG SAID WESTERLY LINE

2ND: NORTH 0° 39' 00" EAST, TO THE NORTHWESTERLY CORNER OF SAID LOT 15; THENCE ALONG THE BOUNDARY OF SAID LOT 15 BY THE FOLLOWING THREE COURSES;

3RD: SOUTH 89° 10' 30" EAST, 197.86 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 15.00 FEET; THENCE

4TH: SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 74° 45' NORTH ARC DISTANCE OF 19.57 FEET; THENCE TANGENT TO SAID CURVE

5TH: SOUTH 14° 25' 30" EAST, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ONE-HALF (1/2) OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT THE RIGHT TO ENTER UPON, POSSESS OR USE ANY PART OF THE SURFACE OF SAID LAND ABOVE A DEPTH OF 500 FEET BELOW THE SURFACE FOR

THE PURPOSES OF PROCESSING, EXTRACTING OR EXPLORING FOR OIL, GAS OR OTHER HYDROCARBON SUBSTANCES OR MINERALS IN OR UNDER SAID LAND FOR A PERIOD OF TWENTY (20) YEARS FROM AND AFTER THE DATE HEREOF AND IN THE EVENT THAT OIL, GAS OR OTHER HYDROCARBON SUBSTANCES OR MINERAL PRODUCTION OR DEVELOPMENT IS COMMENCED WITHIN SAID PERIOD OF TWENTY (20) YEARS THEN FOR SO LONG THEREAFTER AS SAID DEVELOPMENT OR PRODUCTION IS CONTINUED, AS RESERVED BY LESTER R. HOWARD AND JOANNA HOWARD, IN DEED RECORDED SEPTEMBER 29, 1961 AS INSTRUMENT NO. 42785, IN BOOK 2053, PAGE 556, OFFICIAL RECORDS.

PARCEL J: (APN 139-0-170-025)

THAT PORTION OF SUBDIVISION 9, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS, VS. RAFAEL GONZALES, ET AL., DEFTS." DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO CARL C. COLE AND WIFE, RECORDED JULY 15, 1931 IN BOOK 383, PAGE 77, OF OFFICIAL RECORDS, DISTANT ALONG SAID EASTERLY LINE SOUTH 0° 38' WEST, 200.00 FEET FROM THE INTERSECTION OF SAID EASTERLY LINE WITH

THE SOUTHWESTERLY LINE OF THAT CERTAIN STRIP OF LAND 58.00 FEET IN WIDTH, AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED APRIL 28, 1948 AS INSTRUMENT NO. 7363, IN BOOK 826, PAGE 229, OFFICIAL RECORDS; THENCE CONTINUING ALONG SAID EASTERLY LINE,

1ST: SOUTH 0° 38' WEST, 449.43 FEET, MORE OR LESS, TO THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO GEORGE E. HEAVENS AND WIFE, RECORDED OCTOBER 16, 1946 AS INSTRUMENT NO. 25106, IN BOOK 768, PAGE 41, OFFICIAL RECORDS; THENCE ALONG THE NORTHWESTERLY LINE THEREOF

2ND: NORTH 67° 45' 30" EAST, 262.49 FEET, TO THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED FEBRUARY 11, 1948 AS INSTRUMENT NO. 2489, IN BOOK 817, PAGE 457, OFFICIAL RECORDS; THENCE

3RD: NORTHWESTERLY, ALONG SAID LAST MENTIONED SOUTHWESTERLY LINE TO AND ALONG THE SOUTHWESTERLY LINE OF SAID CERTAIN 58 FOOT STRIP AND/OR TO AND ALONG THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED MARCH 15, 1955 AS INSTRUMENT NO. 9113, IN BOOK 1273, PAGE 199, OFFICIAL RECORDS, TO THE INTERSECTION WITH A LINE WHICH BEARS SOUTH 89° 22' EAST, MEASURED AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID LAND OF CARL C. COLE FROM SAID POINT OF BEGINNING; THENCE ALONG SAID LAST MENTIONED LAND

4TH: NORTH 89° 22' WEST TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OILS AND MINERALS IN AND UNDER SAID LAND AS EXCEPTED IN DEED FROM CLARENCE A. MARKEL AND LUCILLE B. MARKEL, RECORDED FEBRUARY 11, 1954 AS INSTRUMENT NO. 4118, IN BOOK 1183, PAGE 46, OFFICIAL RECORDS.

SAID LAND LIES WITHIN LAND SHOWN ON REGISTERED ENGINEER'S MAP FILED IN BOOK 7, PAGE 64 OF RECORD OF SURVEY.

PARCEL K: APN 139-0-161-025; APN 139-0-162-040, 085; APN 139-0-170-045, 055, 095; AND PTN. 139-0-161-035

ALL OF THE LAND LYING WITHIN THE EXTERIOR BOUNDARIES OF UNDERPASS INDUSTRIAL TRACT 1, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21, PAGE 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE LAND CONVEYED TO A.L. HOBSON AND W.A. HOBSON BY DEED RECORDED IN BOOK

119, PAGE 91 OF DEED, WITH THE WEST LINE OF THE LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED IN BOOK 826, PAGE 55, OFFICIAL RECORDS; THENCE ALONG SAID SOUTH LINE, NORTH 89° 19' 15" WEST, 97.42 FEET, MORE OR LESS, TO THE MOST SOUTHERLY CORNER OF LOT 14 OF SAID UNDERPASS INDUSTRIAL TRACT 1; THENCE ALONG THE EASTERLY LINE OF SAID LOT 14, NORTH 2° 05' 00" WEST, 197.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 460 FEET AND A CENTRAL ANGLE OF 12° 21' 45"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 99.25 FEET TO A ¾ INCH IRON PIPE IN THE EAST LINE OF LOT 13 OF THE TRACT LAST REFERRED TO; THENCE ALONG SAID EAST LINE OF SAID LOT 13 AND PROLONGATION THEREOF, NORTH 14° 26' 45" WEST, 154.64 FEET, MORE OR LESS, TO A ¾ INCH IRON PIPE SET IN THE SOUTHERLY LINE OF LOT 9 OF SAID UNDERPASS INDUSTRIAL TRACT 1; THENCE NORTH 75° 33' 15" EAST, 3 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE ALONG THE EAST LINE OF SAID LOT 9 AND PROLONGATION THEREOF, NORTH 14° 26' 45" WEST, 175.24 FEET TO A ¾ INCH IRON PIPE SET AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE IN PARCEL 2 OF THE LAND DESCRIBED IN DEED RECORDED IN BOOK 826, PAGE 55 OFFICIAL RECORDS, RECITED THEREIN AS BEARING SOUTH 75° 34' 30" WEST, 38 FEET; THENCE NORTH 75° 34' 30" EAST, 38.00 FEET TO A ¾ INCH IRON PIPE AT THE EASTERLY TERMINUS OF SAID COURSE; THENCE ALONG THE EASTERLY LINE OF SAID UNDERPASS INDUSTRIAL TRACT 1, SOUTH 14° 26' 45" EAST, 646.91 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM LOTS 12 AND 13 OF SAID UNDERPASS INDUSTRIAL TRACT 1.

ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 15, UNDERPASS INDUSTRIAL TRACT 1, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21, PAGE 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHERLY AND NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 15, DISTANT THEREON NORTH 49° 56' 00" WEST, 164.05 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE,

1ST: NORTH 40° 04' 00" EAST, 117.05 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 15.

EXCEPT THEREFROM ANY PORTION OF SAID LAND LYINING WITHIN LOTS 1, 2 AND 3 AS DESCRIBED ON THAT CERTAIN "CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT" RECORDED JULY 16, 2012 AS INSTRUMENT NO. 20120716-00123879 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ONE-HALF (1/2) OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT THE RIGHT TO ENTER UPON, POSSESS OR USE ANY PART OF THE SURFACE OF SAID

LAND ABOVE A DEPTH OF 500 FEET BELOW THE SURFACE FOR THE PURPOSES OF PROCESSING, EXTRACTING, OR EXPLORING FOR OIL, GAS OR OTHER HYDROCARBON SUBSTANCES OR MINERALS IN OR UNDER SAID LAND FOR A PERIOD OF TWENTY (20) YEARS FROM AND AFTER THE DATE HEREOF AND IN THE EVENT THAT OIL, GAS OR OTHER HYDROCARBON SUBSTANCES OR MINERAL PRODUCTION OR DEVELOPMENT IS COMMENCED WITHIN SAID PERIOD OF TWENTY (20) YEARS THEN FOR SO LONG THEREAFTER AS SAID DEVELOPMENT OR PRODUCTION IS CONTINUED, AS RESERVED BY LESTER R. HOWARD AND JOANNA HOWARD, IN DEED RECORDED SEPTEMBER 29, 1961 AS INSTRUMENT NO. 42785, IN BOOK 2053, PAGE 556, OFFICIAL RECORDS.

A PORTION OF SAID LAND IS SHOWN ON REGISTERED ENGINEER'S MAP FILED IN BOOK 25, PAGE 19 OF RECORDS OF SURVEY.

PARCEL L: (APN 139-0-170-030)

PART OF SUBDIVISION 9, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID VENTURA COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL., DEFTS." AND DESCRIBED AS FOLLOWS:

BEGINNING AT A 2 INCH IRON PIPE SET IN THE 1ST COURSE, AS DESCRIBED IN DEED TO CARL C. COLE, RECORDED IN BOOK 383, PAGE 77 OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND, AS CONVEYED TO LLOYD M. BRADEN, ET AL., BY DEED RECORDED IN BOOK 747, PAGE 279, OFFICIAL RECORDS; THENCE FROM SAID POINT OF BEGINNING

1ST: NORTH 0° 39' 30" EAST, 66.84 FEET ALONG THE WESTERLY LINE OF SAID LANDS OF LLOYD M. BRADEN, ET AL., AND ALONG THE FIRST COURSE OF DEED TO CARL C. COLE, AS ABOVE DESCRIBED TO A POINT FROM WHICH THE NORTHWEST CORNER OF SAID LANDS OF LLOYD M. BRADEN, ET AL., THE SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND, AS CONVEYED TO SIMON COHN, BY DEED RECORDED IN BOOK 81, PAGE 160 OF DEEDS, BEARS NORTH 0° 39' 30" EAST, 392.82 FEET DISTANT; THENCE

2ND: NORTH 67° 47' EAST, 322.09 FEET TO A POINT IN THE WESTERLY LINE OF THE CALIFORNIA STATE HIGHWAY RIGHT OF WAY, 100.00 FEET WIDE, AS CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED IN BOOK 319, PAGE 186, OF OFFICIAL RECORDS; THENCE ALONG SAME,

3RD: SOUTH 14° 25' 30" EAST, 200.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS OF LLOYD M. BRADEN, ET AL., AS ABOVE DESCRIBED; THENCE,

4TH: NORTH 89° 10' WEST, 348.80 FEET ALONG THE SOUTHERLY LINE OF SAID LANDS OF LLOYD M. BRADEN, ET AL., TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MARCH 30, 1948 IN BOOK 824, PAGE 198, OFFICIAL RECORDS.

PARCEL M: (APN 139-0-022-060)

THAT PORTION OF SUBDIVISION 9, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID VENTURA COUNTY, IN AN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL., DEFTS." DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF THE LAND CONVEYED TO MARTIN V. SMITH BY DEED RECORDED APRIL 15, 1946 AS INSTRUMENT NO. 9238, IN BOOK 747, PAGE 97, OFFICIAL RECORDS, WITH THE SOUTHWESTERLY LINE OF THE LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED APRIL 14, 1948 AS INSTRUMENT NO. 6528, IN BOOK 893, PAGE 494, OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE SOUTH 0° 38' 45" WEST, 122.00 FEET; THENCE NORTH 89° 23' 15" WEST, 13.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING,

1ST: NORTH 89° 23' 15" WEST, 105.12 FEET; THENCE

2ND: SOUTH 0° 36' 45" WEST, 200.00 FEET; THENCE

3RD: SOUTH 89° 23' 15" EAST, 105.00 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT WESTERLY 13.5 FEET FROM THE EASTERLY LINE OF SAID LAND OF MARTIN V. SMITH; THENCE ALONG SAID PARALLEL LINE

4TH: NORTH 0° 38' 45" EAST, 200.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ONE-HALF OF ALL OIL, GAS AND OTHER MINERAL SUBSTANCES IN AND UNDER SAID LAND OR THAT MAY BE PRODUCED AND SAVED THEREFROM, AS RESERVED BY DORA SANDERSON, TRUSTEE, IN DEED RECORDED JULY 27, 1945 IN BOOK 726, PAGE 63, OFFICIAL RECORDS.

PARCEL N: (APN 139-0-162-075)

LOTS 12 AND 13 OF UNDERPASS INDUSTRIAL TRACT 1, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21, PAGE 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ONE-HALF (1/2) OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT THE RIGHT TO ENTER UPON, POSSESS OR USE ANY PART OF THE SURFACE OF SAID

LAND ABOVE A DEPTH OF 500 FEET BELOW THE SURFACE FOR THE PURPOSES OF PROCESSING, EXTRACTING OR EXPLORING FOR OIL, GAS OR OTHER HYDROCARBON SUBSTANCES OR MINERALS IN OR UNDER SAID LAND FOR A PERIOD OF TWENTY (20) YEARS FROM AND AFTER THE DATE HEREOF AND IN THE EVENT THAT OIL, GAS OR OTHER HYDROCARBON SUBSTANCES OR MINERAL PRODUCTION OR DEVELOPMENT IS COMMENCED WITHIN SAID PERIOD OF TWENTY (20) YEARS THEN FOR SO LONG THEREAFTER AS SAID DEVELOPMENT OR PRODUCTION IS CONTINUED, AS RESERVED BY LESTER R. HOWARD AND JOANNA HOWARD, IN DEED RECORDED SEPTEMBER 29, 1961 AS INSTRUMENT NO. 42785, IN BOOK 2053, PAGE 556, OFFICIAL RECORDS.

EXCEPTING THEREFROM THE REMAINING ONE-HALF INTEREST IN ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN THE DEED RECORDED JULY 31, 1981 AS FILE NO. 81-72514, OFFICIAL RECORDS.

PARCEL O: (APN 139-0-150-110)

PARCEL 1, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31, PAGE 67 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL P: (APN 139-0-150-135)

THAT PORTION OF SUBDIVISION 9 OF THE RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, AS SAID SUBDIVISION IS DESIGNATED AND DELINEATED ON THAT CERTAIN MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS, VS. RAFAEL GONZALES, ET AL., DEFTS." AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN PARCEL "A" IN DEED RECORDED IN BOOK 1931, PAGE 411, OFFICIAL RECORDS, SAID MOST SOUTHERLY CORNER BEING A POINT IN THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, 100 FEET WIDE, DESCRIBED IN THE DEED RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, IN BOOK 54, PAGE 576 OF DEEDS; THENCE ALONG SAID NORTHEASTERLY LINE,

1ST: NORTH 49° 56' 03" WEST, 33.41 FEET; THENCE

2ND: NORTH 23° 44' 57" EAST, 192.80 FEET TO A POINT IN THE EASTERLY BOUNDARY OF THE ABOVE-MENTIONED PARCEL "A"; THENCE ALONG SAID EASTERLY BOUNDARY

3RD: SOUTH 14° 44' 14" WEST, 204.72 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF OF ALL OIL, GAS AND OTHER MINERAL SUBSTANCES IN AND UNDER A PORTION OF SAID LAND OR THAT MAY BE PRODUCED AND SAVED THEREFROM AS RESERVED BY DORA SANDERSON, TRUSTEE IN DEED RECORDED JULY 27, 1945 AS INSTRUMENT NO. 9151, IN BOOK 726, PAGE 63, OFFICIAL RECORDS.

PARCEL Q: (APN 139-0-022-245)

A PORTION OF SUBDIVISION 9 OF THE RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON A PARTITION MAP OF SAID RANCHO FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY IN AN ACTION ENTITLED 'THOMAS A. SCOTT, ET AL, PLFFS, VS. RAFAEL GONZALES, ET AL., DEFTS.", DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 16 OF UNDERPASS INDUSTRIAL TRACT NO. 1, AS PER MAP RECORDEDIN BOOK 21, PAGE 78 OF MAPS, DISTANT SOUTH 0° 39' WEST 119.50 FEET FROM THE MOST NORTHWESTERLY CORNER OF SAID LOT 166; THENCE,

1ST: SOUTH 89°10'30" EAST 30 FEET; THENCE,

2ND; SOUTH 0°39' WEST 30 FEET; THENCE,

3RD: NORTH 89°10' 30" WEST 30 FEET TO AN ANGLE POINT ON THE BOUNDARY OF SAID LOT 16; THENCE,

4TH: NORTH 0°39' EAST 30 FEET TO THE POINT OF BEGINNING.

PARCEL R: (139-0-022-200, 139-0-022-215, 139-0-022-265, AS TO LOT 1; 139-0-022-235, 139-0-022-255, AS TO LOT 2; AND 139-0-022-140, 139-0-022-175, 139-0-022-185, 139-0-022-190, 139-0-022-225, 139-0-022-275, AS TO LOT 3)

THOSE PORTIONS OF SUBDIVISIONS 9 AND 10, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL, DEFTS.," TOGETHER WITH A PORTION OF LOT 16 OF UNDERPASS INDUSTRIAL TRACT NO. 1, AS SHOWN ON THE MAP FILED IN BOOK 21, PAGES 78 AND 79 OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH A PORTION OF UNDERPASS STREET AS ABANDONED AS DESCRIBED AS PARCEL 1 IN THE RESOLUTION DOCUMENT RECORDED MAY 13, 1957 IN BOOK 1512, PAGE 384 OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER DESCRIBED IN WHOLE AS FOLLOWS:

LOTS 1, 2 AND 3 AS DESCRIBED ON THAT CERTAIN "CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT" RECORDED JULY 16, 2012 AS INSTRUMENT NO. 20120716-00123879 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF OF ALL OIL, GAS AND OTHER MINERAL SUBSTANCES IN AND UNDER A PORTION OF SAID LAND OR THAT MAY BE PRODUCED AND SAVED THEREFROM AS RESERVED BY DORA SANDERSON, TRUSTEE IN DEED RECORDED JULY 27, 1945 AS INSTRUMENT NO. 9151, IN BOOK 726, PAGE 63, OFFICIAL RECORDS

EXHIBIT A-1

ADDITION TO DEVELOPER'S PROPERTY

[behind this page]

Parcel Q: A portion of Subdivision 9 of the Rancho El Rio de Santa Clara o'la Colonia, in the City of Oxnard, County of Ventura, State of California, as shown on a Partition Map of said Rancho filed in the office of the County Clerk of said County in an action entitled "Thomas A. Scott, et al., Plffs. vs. Rafael Gonzales, el al., Defts.", described as follows:

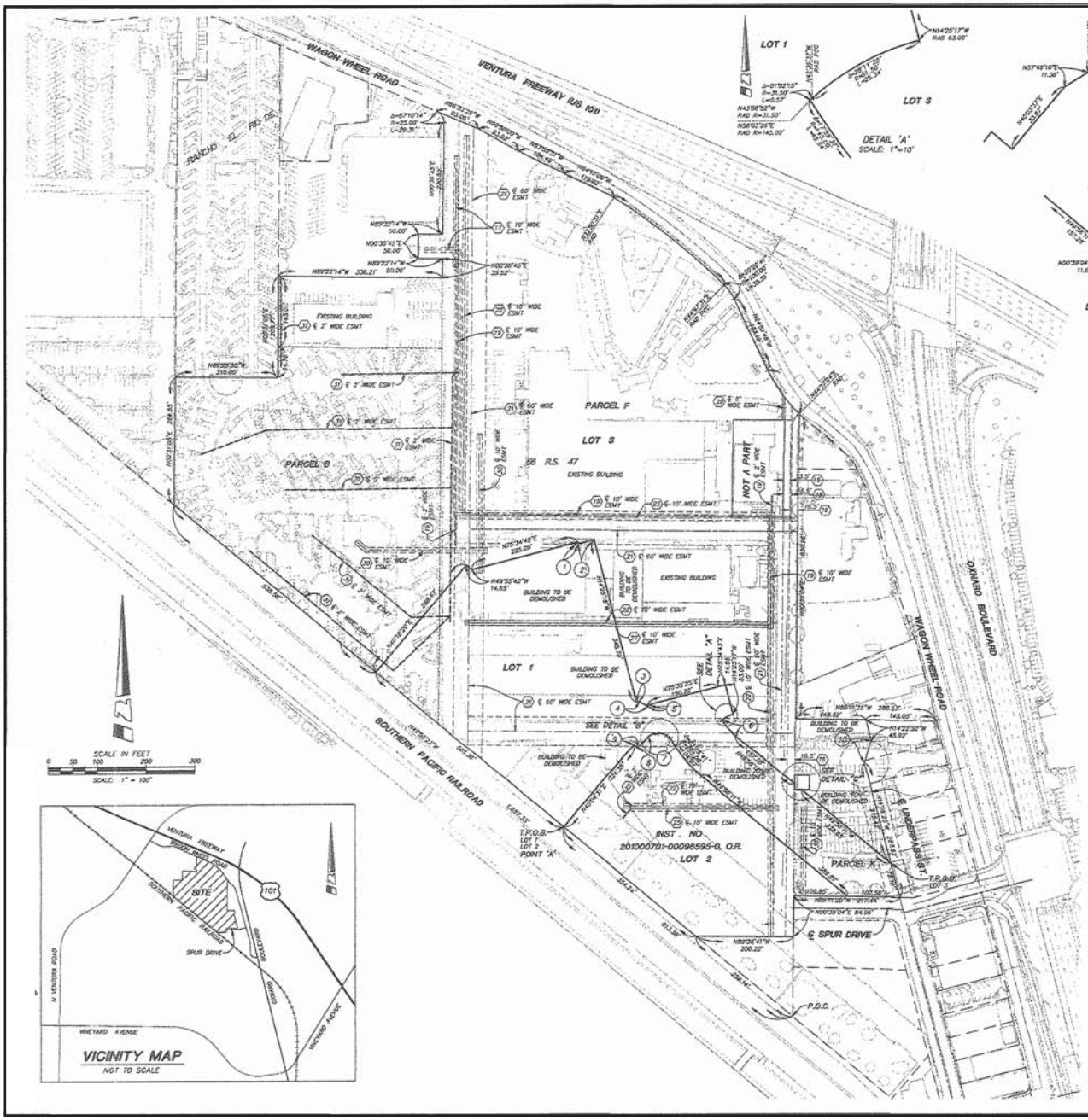
Beginning at a point on the West line of Lot 16 of Underpass Industrial Tract No. 1, as per Map recorded in Book 21, Page 78 of Maps, distant South 0° 39' West 119.50 feet from the most Northwesterly corner of said Lot 166; thence,

1st: South 89° 10' 30" East 30 feet; thence,

2nd: South 0° 39' West 30 feet; thence,

3rd: North 89° 10' 30" West 30 feet to an angle point on the boundary of said Lot 16; thence,

4th: North 0° 39' East 30 feet to the point of beginning.



EASEMENT INFORMATION

ITEM NUMBERS SHOWN HEREON CORRESPOND TO FIDELITY NATIONAL TITLE COMPANY PRELIMINARY TITLE REPORT NO. 996-23006272-RH1, DATED MARCH 30, 2012.

NO RESPONSIBILITY FOR COMPLETENESS, ACCURACY OR CONTENT OF SAID REPORT IS ASSUMED BY THIS MAP.

(16) AN EASEMENT FOR ROAD PURPOSES IN FAVOR OF HELMS BAKERIES RECORDED MAY 5, 1953, IN BOOK 1132, PAGE 44, OFFICIAL RECORDS.

(17) AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED JUNE 23, 1953, IN BOOK 1141, PAGE 74, OFFICIAL RECORDS.

(18) AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA RECORDED JULY 1, 1953, IN BOOK 1142, PAGE 292, OFFICIAL RECORDS.

(19) AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED AUGUST 6, 1953, IN BOOK 1148, PAGE 413, OFFICIAL RECORDS.

(21) AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA RECORDED APRIL 21, 1955, IN BOOK 1284, PAGE 32, OFFICIAL RECORDS.

(22) AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF GENERAL TELEPHONE COMPANY OF CALIFORNIA RECORDED JUNE 13, 1955, IN BOOK 1298, PAGE 427, OFFICIAL RECORDS.

(25) AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED FEBRUARY 14, 1956, IN BOOK 1376, PAGE 539, OFFICIAL RECORDS.

(27) AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED APRIL 22, 1957, IN BOOK 1504, PAGE 585, OFFICIAL RECORDS.

(29) AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF GENERAL TELEPHONE COMPANY OF CALIFORNIA RECORDED JANUARY 24, 1957, IN BOOK 1584, PAGE 368, OFFICIAL RECORDS.

(30) AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED JANUARY 27, 1959, IN BOOK 1708, PAGE 2, OFFICIAL RECORDS.

(31) AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF GENERAL TELEPHONE COMPANY OF CALIFORNIA RECORDED JULY 13, 1959, IN BOOK 1757, PAGE 32, OFFICIAL RECORDS.

(33) AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF GENERAL TELEPHONE COMPANY OF CALIFORNIA RECORDED DECEMBER 30, 1983, AS INST. NO. 148061, OFFICIAL RECORDS.

CURVE & COURSE DATA:

1. N14°21'50"W 3.88'
2. N75°38'10"E 33.67'
3. N75°34'42"E 6.00'
4. N60°16'35"W 20.55'
5. N14°25'17"W 2.83'
6. Δ=17°59'37" R=145.00' L=45.54'
7. N63°29'30"E RAD R=255.00'
8. N40°03'37"E 33.67'
9. N49°57'25"W 11.00'
10. N15°33'35"E 50.00'

EXISTING LOT	EXISTING AREAS	PROPOSED LOTS	PROPOSED AREAS
PARCEL B	6.630 ACRES (288,813 SQ. FT.)	LOT 1	6.001 ACRES (261,419 SQ. FT.)
PARCEL F	22.932 ACRES (998,893 SQ. FT.)	LOT 2	2.803 ACRES (122,100 SQ. FT.)
PARCEL K	1.443 ACRES (62,879 SQ. FT.)	LOT 3	22.201 ACRES (967,066 SQ. FT.)
TOTAL AREA	31.005 ACRES (1,350,585 SQ. FT.)	TOTAL AREA	31.005 ACRES (1,350,585 SQ. FT.)

NOTES

1. THE PROPERTY DESCRIBED AND SHOWN HEREON CONTAINS 31.005 ACRES, MORE OR LESS.
2. THE PROPERTY IS ZONED: THE VILLAGE SPECIFIC PLAN – MIXED USE (PER THE PLANNING DEPARTMENT OF THE CITY OF OXNARD)
3. BUILDING SETBACK DATA: REFER TO THE "THE VILLAGE SPECIFIC PLAN" DATED JANUARY, 2002, TO DETERMINE SETBACKS AND OTHER BUILDING RESTRICTIONS REFER TO CHAPTER 3.0 OF THE SPECIFIC PLAN.

PREPARED UNDER THE SUPERVISION OF:

JASON R. KINNIE, L.S. 7090
EXPIRATION DATE: DECEMBER 31, 2012

PROFESSIONAL LAND SURVEYOR JASON R. KINNIE NO. 7090 EXP. 12/31/2013 STATE OF CALIFORNIA

HUITT-ZOLLARS
Huitt-Zollars, Inc.
2603 Main Street, Suite 400, Irvine, CA 92614 (949) 988-5815

SITE PLAN

SCALE	SHEET
1"=100'	1 OF 1 SHEETS
DRAWN BY DWM	
CHECKED BY JLG	
DATE 5/11/2012	JOB NO 19-0104-02

OXNARD ORS, PARTNERS, LLC / OXNARD, CA / SITE PLAN

Q:\19010402\MAP010402\DWG\LL\010402LL02.DWG

EXHIBIT B

REVISIONS TO ORIGINAL AGREEMENT AND FIRST AMENDMENT

[behind this page]

EXHIBIT B

REVISIONS TO ORIGINAL AGREEMENT AND FIRST AMENDMENT

Section 1. Paragraph 5 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

5. Capital Growth Impact Fees. In connection with the Project, the Developer shall pay to City the capital growth impact fee on a per Dwelling Unit basis on or before issuance of a building permit for any Dwelling Unit, which is assessed at the rate in effect as of May 1, 2020 (the "Growth Fees"). The Developer's obligation to pay the Growth Fees set forth herein shall be limited to and shall not exceed the amount of $2,850,000. The parties agree that the Growth Fees and lump-sum payment specified below in this paragraph together fully satisfy the condition described in Mitigation Monitoring Measure No. PS-1(a) for one fire truck and associated fire station upgrade. On or prior to March 1, 2017, Developer shall pay to City an additional lump-sum payment in the amount reasonably requested by the City (not to exceed $300,000)."

Section 2. Paragraph 7(d) of the Original Agreement is hereby deleted in its entirety and replaced with the following:

7(d). Development Impact Fees In addition to the obligations set forth elsewhere in this Agreement, Developer shall be responsible for paying when due all Development Impact Fees in connection with development of the Project at the rates then in effect. Subject to all applicable laws then in effect, City shall have the right: (i) to charge and apply to the Property all Development Impact Fees and assessments as may be in effect at the time applicable to the Project; and (ii) to increase or otherwise modify any and all Development Impact Fees (including without limitation new categories of impact fees) applicable to the Project.

Notwithstanding any other provision or regulation relating to Development Impact Fees,

(i) the maximum amount of any traffic impact fees assessed shall be limited to no more than 10 percent (10%) above the rate then in effect on the date of issuance of the first building permit for a Dwelling Unit. The limitation set forth herein shall expire on July 1, 2022. If the Ventura Road Offramp and Floodwalls have been completed; or permits have been issued; or, at the sole discretion of the Community Development Director it is determined that (1) significant progress has been made but unanticipated permitting delays have occurred and (2) the projects have been bonded for by July 1, 2022, then the fee shall be locked until July 1, 2024. The fee lock will be further extended to July 1, 2028 if the Floodwall and Offramp construction are

completed by July 1, 2024. After July 1, 2028, Developer shall pay the traffic impact fee then in effect on the date of issuance of a building permit for any Dwelling Unit.

(ii) Until July 19, 2021, the Project shall not be required to pay the Mobility Fee. Credits for the reasonable costs of design, engineering, land, and construction costs of the MUP trail, MUP extension beneath the Highway 101 Bridge on Ventura Road, and the Pedestrian Bridge over Oxnard Boulevard, not otherwise used to offset other required fees, shall be granted for the Mobility Fees, provided all such facilities are completed, or permits issued and have been bonded for by July 1, 2024, or before the Certificate of Occupancy is issued for the 1,300th dwelling unit, whichever occurs sooner. Credits shall be granted at 100% of the verified costs for facilities or portions thereof that have been completed and accepted by the City, and at rate of 50% of the bonded construction costs for facilities or portions thereof that have not yet been constructed, but have been bonded for. At the sole discretion of the Community Development Director, where adequate justification has been provided by the Developer, credits used to offset the Mobility Fee may be increased above 50% of the bonded construction costs where the land value is not reflected in the bonded amounts, but in no case shall this credit exceed 100% of the construction costs that are bonded for. Notwithstanding any language in the Original Agreement, First Amendment and/or Second Amendment to the contrary, under no circumstances shall the Developer be entitled to a refund of the fee credits or a transfer to a third party of the fee credits obtained pursuant to this Section. The Developer shall provide all funding necessary for a mutually agreed upon third party consultants to verify all of the Developer's costs used to obtain fee credits.

(iii) Until July 19, 2021, the Project shall not be required to pay the Park Development Fee. Credits for the reasonable costs of design, engineering, land, and construction costs of the MUP trail, MUP extension beneath the Highway 101 Bridge on Ventura Road, and Parks A, B, and C, not otherwise used to offset other required fees, shall be granted for the Park Development Fee, provided all such facilities are completed, or have permits issued and have been bonded for by July 1, 2024, or before the Certificate of Occupancy is issued for the 1,300th dwelling unit, whichever occurs sooner. Credits shall be granted at 100% of the verified costs for facilities or portions thereof that have been completed and accepted by the City, and at rate of 50% of the bonded construction costs for facilities or portions thereof that have not yet been constructed, but have been bonded for. At the sole discretion of the Community Development Director, where adequate justification has been provided by the Developer, credits used to offset the Park Development Fee may be increased above 50% of the bonded construction costs where the land value is not reflected in the bonded amounts, but in no case shall this credit exceed 100% of the construction costs that are bonded for. Notwithstanding any language in the Original Agreement, First Amendment and/or Second Amendmentto the contrary, under no circumstances shall Developer be entitled to a refund of the fee credits or a transfer to a third party of the fee credits obtained pursuant to this Section. The Developer shall provide all funding necessary for a mutually agreed upon third party consultants to verify all of the Developer's costs used to obtain fee credits.

(iv) In consideration for Developer's construction of storm drain

improvements, the City shall waive all City drainage fees relating to the Project. This waiver of payment of current and future City drainage fees shall remain in effect for the term of this Agreement, including any extensions of the Agreement, or the until initial buildout of the Project occurs, whichever occurs first.

Section 3. Paragraph 15.2 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

15.2. Off-site Trail Improvements. Developer shall design a multi-use path extension beneath the Caltrans Highway 101 bridge on Ventura Road. Planning and design work on the multi-use path shall occur concurrently with planning and design work associated with Ventura Road improvement plans. Developer shall not receive Air Quality Fee Credit for the design of this improvement.

Notwithstanding any other provision to the contrary, City shall grant Air Quality Fee credit to Developer for the sum of the value of the land and costs reasonably incurred by Developer in connection with the engineering and construction of the Santa Clara River Trail or multi-use-path~~,~~ beneath the Caltrans Highway 101 Bridge on Ventura Road~~.~~, and for the multi-use trail bridge over Oxnard Boulevard in an amount equal to 100% of the verified costs upon City's acceptance of said improvements, or at a rate of 50% of the bonded construction costs for said improvements. At the sole discretion of the Community Development Director, where adequate justification has been provided by the Developer, credits used to offset the Air Quality Fee may be increased above 50% of the bonded construction costs where the land value is not reflected in the bonded amounts, but in no case shall this credit exceed 100% of the construction costs that are bonded for. Notwithstanding any language in the Original Agreement, First Amendment and/or Second Amendment to the contrary, under no circumstances shall Developer be entitled to a refund of the fee credits or a transfer to a third party of the fee credits obtained pursuant to this Section. The Developer shall provide all funding necessary for a mutually agreed upon third party consultants to verify all of the Developer's costs used to obtain fee credits.

Section 4. Paragraph 16.1 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

16.1. Ventura Road Pump System. Prior to the 750th Dwelling Unit Certificate of Occupancy, Developer agrees to install a pump system or other improvements satisfactory to the City, to alleviate the existing drainage flood control deficiency at Ventura Road, near Highway 101. The Community Development Director may provide additional time for Improvements, up to 1,300th Dwelling Unit Certificate of Occupancy, if the Director determines that significant progress has been made and Developer has diligently pursued their construction. At his/her sole discretion, the Community Development Director may provide additional time for Improvements, above 1,300 units, if additional time is needed for permitting from outside agencies, and the pump system improvements have been bonded for.

Section 5. Paragraph 16.5 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

16.5 Solar Energy. All for-sale dwelling units within The Village shall include solar hot water heater stub outs, or tankless water heaters in each unit or other acceptable high energy efficiency water heating, and the necessary pre-wiring to allow solar generated electricity. The Developer may also offer, as an option for the for-sale dwelling units, the installation of roof-mounted solar panels unless otherwise required to be installed by the energy efficiency standards for that building.

Section 6. Section 1 of the First Amendment to the Original Development Agreement is hereby deleted in its entirety and replaced with the following:

Section 1. Developer Participation in Storm Water and Flood Protection. Developer shall proceed with design and construction of the flood protection improvements, which may include floodwalls, flood improvements and flood protection facilities and storm water quality best management practices devices, along the Ventura Road frontage of the Project identified as Alternative I-C in the RBF Study dated March 2014 (the "Flood Protection Improvements"), in conjunction with the County of Ventura Watershed Protection District (the "District"), to provide protection from flooding by the Santa Clara River. See, Exhibit B, which is attached hereto and incorporated herein by this reference. Developer agrees to fund or construct the Flood Protection Improvements. The Flood Protection Improvements, when constructed and accepted, shall be public improvements maintained and operated through the creation of a Financing District (as that term is defined in Paragraph 1.14 of the Original Agreement) in accordance with Paragraph 7(g) of the Original Agreement and applicable conditions of approval for Tract No. 5745. Developer's obligation in this respect is expressly conditioned upon being able to move forward with the construction of marketable residential units during the design and construction of the Flood Protection Improvements. Therefore, City expressly commits to issue building permits during the design of the Flood Protection Improvements, FEMA review of any Developer submitted Conditional Letter of Map Revision and construction of the Flood Protection Improvements. Developer shall complete construction of the Flood Protection Improvements prior to the earlier of: (i) issuance of the certificate of occupancy for the 544th residential unit within the boundary of Tract No. 5745; or (ii) District's completion of Reach 4 flood protection improvements. The Community Development Director may provide additional time for Improvements, up to 1,300th Dwelling Unit Certificate of Occupancy, if the Director determines that significant progress has been made and Developer has diligently pursued their construction. Notwithstanding in language in this Section to the contrary, Developer acknowledges and agrees that the City shall not grant occupancy for any structure that has not been demonstrated to the satisfaction of the City Engineer to be adequately protected from flooding as of the date of the certificate of occupancy, including (but not limited to)

being protected from a 1% event as per the best available data.

During construction of all residential units, Developer shall take all required actions necessary to protect the units from flooding in accordance with the then-current FEMA map for the Project. Developer agrees to indemnify, defend and hold harmless at Developer's expense, City, the City Council, and City's agents, officers, officials and employees from and against any claim, action or proceeding relating to damage from flooding alleged to have been caused by any action or inaction by City in its regulatory capacity. Such indemnity and defense obligation shall be governed by Paragraph 25(m) of the Original Agreement.

ITEM #L-2

The Village Specific Plan

(AKA "Wagon Wheel")

PZ 19-630-01, 19-300-01, 20-670-02

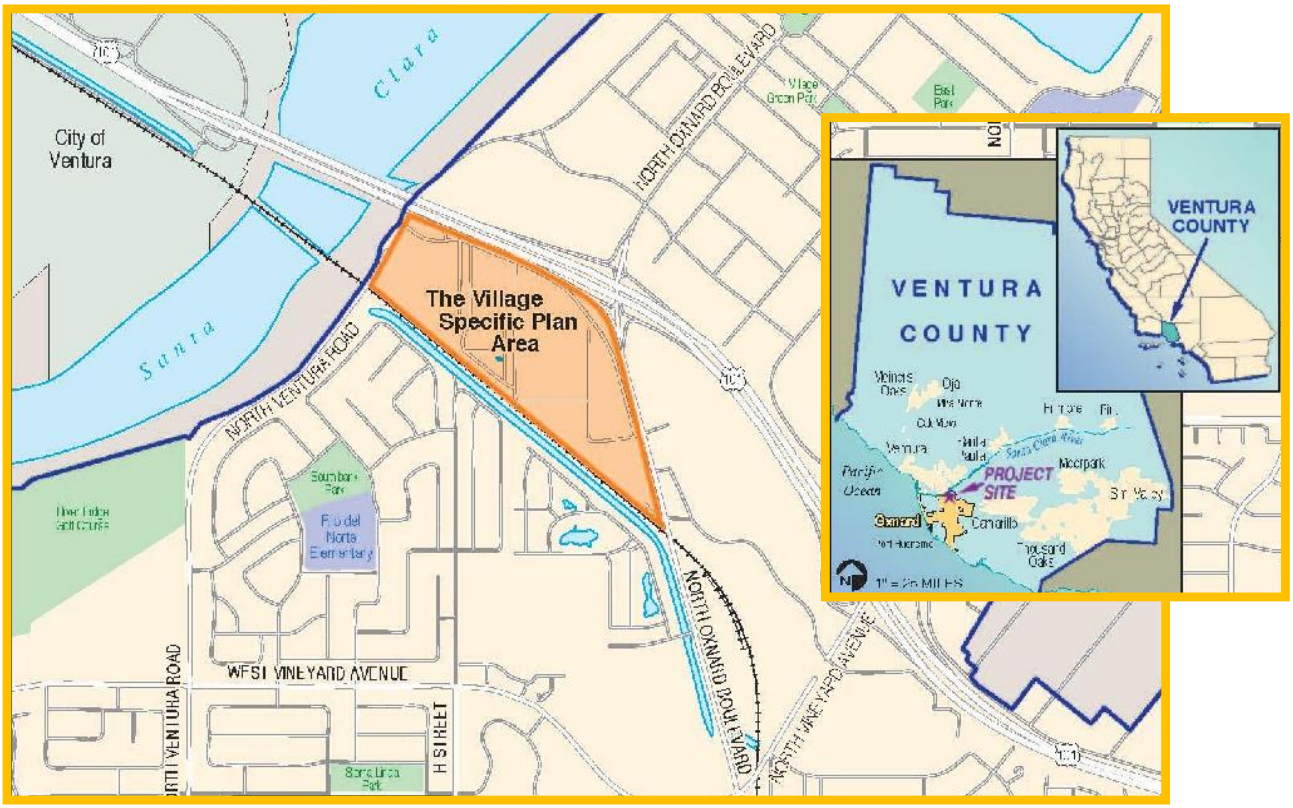
Specific Plan Text and Map Amendment No. 2, Revision to Tentative Tract No. 5745, Second Development Agreement Amendment, and Addendum to Final Environmental Impact Report (FEIR) No. 06-03 and Supplemental Environmental Impact Report (SEIR) 14-01

Jeff Pengilley, Interim Community Development Director
Kathleen Mallory, Planning & Sustainability Manager
Heather Davis, Contract Planner

City Council
November 17, 2020

CITY OF OXNARD CALIFORNIA

Vicinity Map

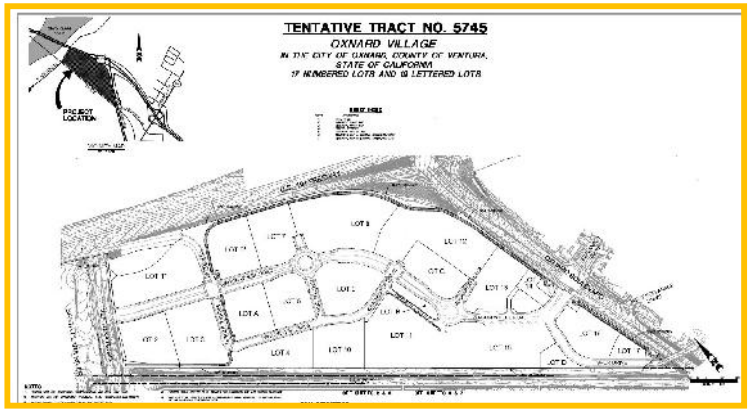


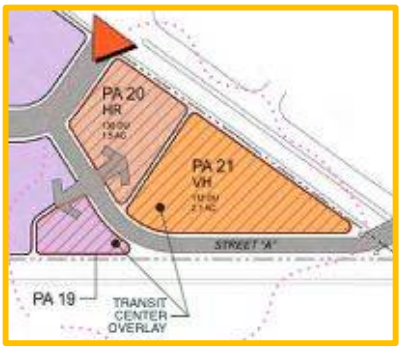
BACKGROUND

- September 2008 – Final Environmental Impact Report (FEIR) certified
- January 2009 City Council Approved:
  - Village Specific Plan, General Plan Amendment, Zone Change, Tentative Subdivision Map, Development Agreement (DA), Owner Participation Agreement (OPA) & Mobile Home Closure Permit
  - Village Specific Plan/OPA/Mobile Home Closure Permit requirement 225 affordable units; 119 lower income,106 moderate income units
- Village Specific Plan Provides Infrastructure Plans, Guidelines, Standards & Regulation for:
  - 1,500 Dwelling Units
  - 50,300 sf Commercial
  - Transit Center
  - 7.4 ac Parks & Opens Space
  - Multi-Use Path (MUP)

BACKGROUND (continued)

July 2015 – Approved
- Tentative Tract Map
- First Amendment to DA
- Supplemental Environmental Impact Report (SEIR)





March 2016 – Approved
- SPA No. 1 - Transit Center Overlay (TCO) Zone on Planning Areas 19, 20, & 21

BACKGROUND (continued)

- Development Status:
  - Approved to date:
    - 1,097 dwelling units approved, under construction or completed
      - ❖ 119 Lower income units, 80 Moderate income units
    - 50,300 sf commercial under construction or completed
    - Village Green (Park Lots B & C) open and operational
    - MUP Phase 1 & 3 permitted/pending construction
  - Remaining to be constructed:
    - 403 dwelling units (27% of Project);
      - ❖ 26 Moderate income units
    - Neighborhood Park (Park on Lot A)
    - MUP Phase 2
    - Flood walls, gates, & berms

Project Description: Four Requests

1. Approval of a Specific Plan Text and Map Amendment
2. Approval of a Revision to Tentative Tract Map No. 5745
3. Approval of Second Development Agreement Amendment
4. Certification of and Addendum to Final Environmental Impact Report (FEIR) No. 06-03 and Supplemental Environmental Impact Report (SEIR) 14-01

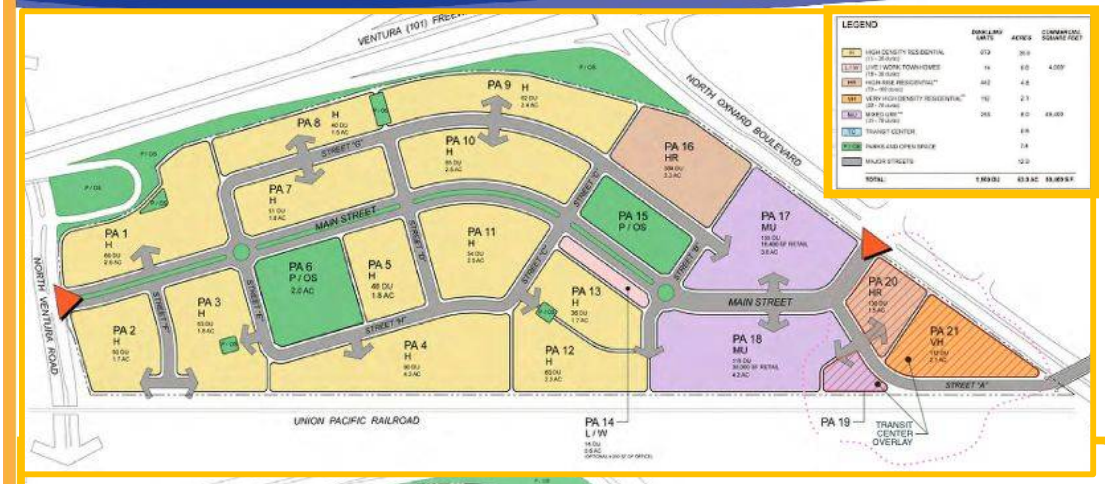
Specific Plan Amendment

Specific Plan Amendment - No change in dwelling unit count/density/number of affordable units.

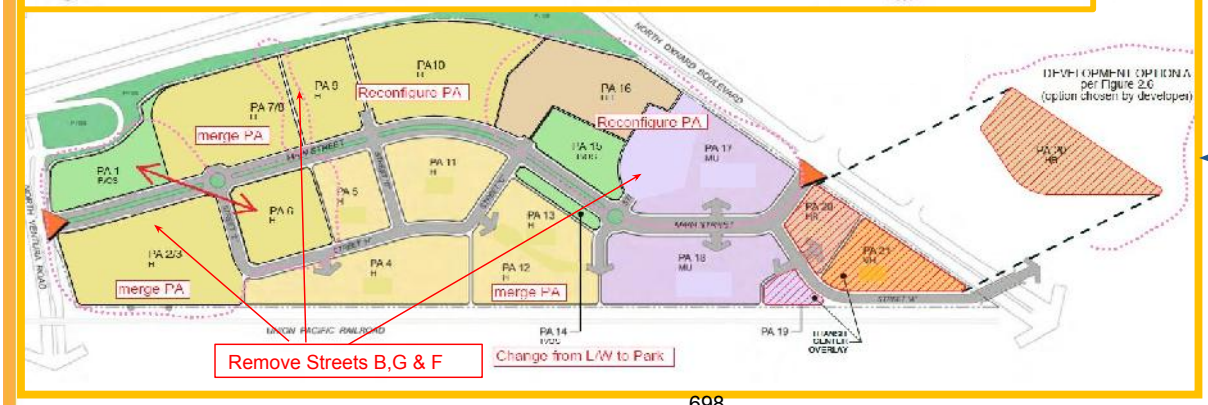
Summary of Changes:

- Land use/circulation changes to reflect current development configuration; design around infrastructure improvements.
- Swap location of park and residential uses to improve specific plan land use plan.
- Eliminate high rise development option/building height to reflect existing and planned building heights.
- Replace conceptual graphics to match Council approved CFD/LMD, master plan improvements, and conceptual park design.
- Grant Community Development Director authority to modify specific plan standards which meet the spirit and intent of the specific plan.

SPECIFIC PLAN AMENDMENT



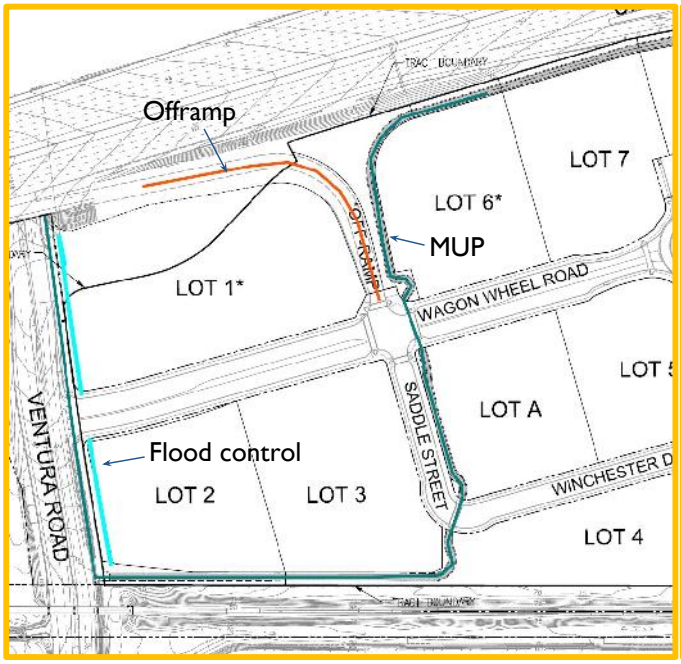
Existing Land Use Plan



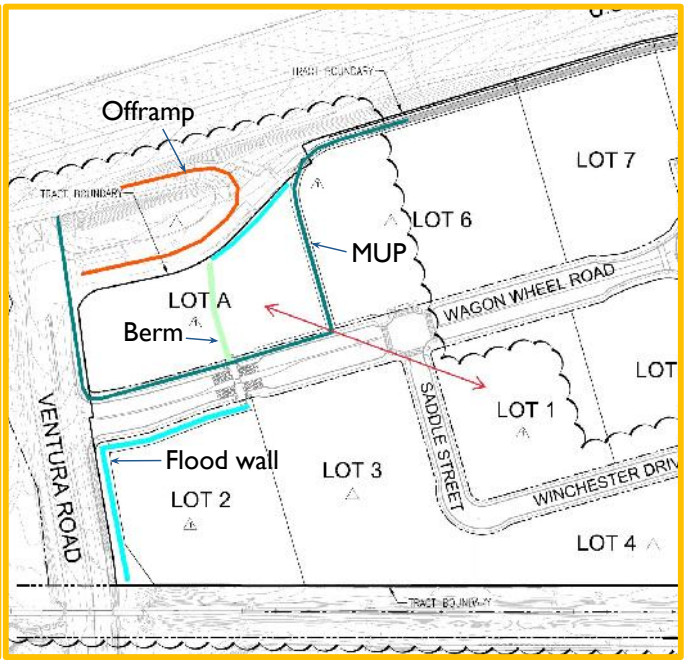
Proposed Land Use Plan

TENTATIVE TRACT MAP (TTM) REVISIONS

Existing



Proposed



DEVELOPMENT AGREEMENT AMENDMENT

1. Amend and Freeze Development Impact Fees (DIFs):
   - Lock existing Capital Growth Impact Fee to May 2020 rates
   - Lock existing (2015) Traffic Impact Fee until July 1, 2028
   - Offset new Mobility Fee with credit for constructing the MUP, Underpass & Pedestrian Bridge
   - Offset Park Development Fee with credit for constructing the MUP, Underpass & Park improvements
   - Continue offset of Storm Drain Fee for Developer constructing storm drain improvements
   - Grant full credit (rather than ½) for MUP & Pedestrian Bridge construction costs and land value

DEVELOPMENT AGREEMENT AMENDMENT (continued)

2. Update Solar Energy requirement
3. Authorize Community Development Director to allow construction timing flexibility:
    - Ventura Road Pump System
    - Stormwater and Flood Protection
        - All structures permitted must be protected from flooding

Public Outreach

June 15, 2020 - Community Workshop

- No questions regarding project, but interest regarding project development, including timing of flood control improvements.

Planning Commission Action

October 29, 2020 – Planning Commission hearing, key questions pertaining to:

- Revise recreation amenities within Parks
- Locking and offset of fees
- Verification of affordable housing obligation
- Flooding of Ventura Rd. and Caltrans off ramp
- CFD maintenance of public improvements

Vote 5-0, with 1 absent.

Financial Impact

- Credits from Developer's actual costs associated with construction of the related improvements (of drainage, park, MUP, and bridge improvements) offset Development Impact Fees:
  - Estimated at $5.8M in impact fees not paid to the City
  - Instead, Developer will construct the improvements and receive the credit
- Net public benefit
  - Ensure either bonding or full construction of public improvements such as floodwalls, Ventura Rd off-ramp, public parks, MUP, pedestrian bridge over Oxnard Blvd, & the MUP extension beneath Highway 101

RECOMMENDATION

1. Conduct a public hearing;
2. Introduce an Ordinance (by title only, waiving further reading) approving Planning and Zoning Permit No. 19-630-01 (Specific Plan Amendment No. 2 to the Village Specific Plan) for map and text amendments to the Village Specific Plan ("Specific Plan"), subject to certain findings;
3. Adopt a Resolution approving Planning and Zoning Permit No. 19-300-01 (Revision to Tentative Subdivision Map for Tract No. 5745), subject to certain findings and conditions;
4. Introduce an Ordinance (by title only, waiving further reading) approving Planning and Zoning Permit No. 20-670-02 (Second Amendment to Development Agreement No. A-7122) between the City of Oxnard and Oakwood Communities, Inc. or Successor, subject to certain findings; and
5. Certify an Addendum to FEIR No. 06-03 and SEIR No. 14-01.

CITY OF OXNARD CALIFORNIA

Discussion

City of Oxnard
City Council

Specific Plan Amendment
TTM Revisions
Development Agreement Amendment

The Village (Wagon Wheel) Development
Oxnard CRFL Partners, LLC

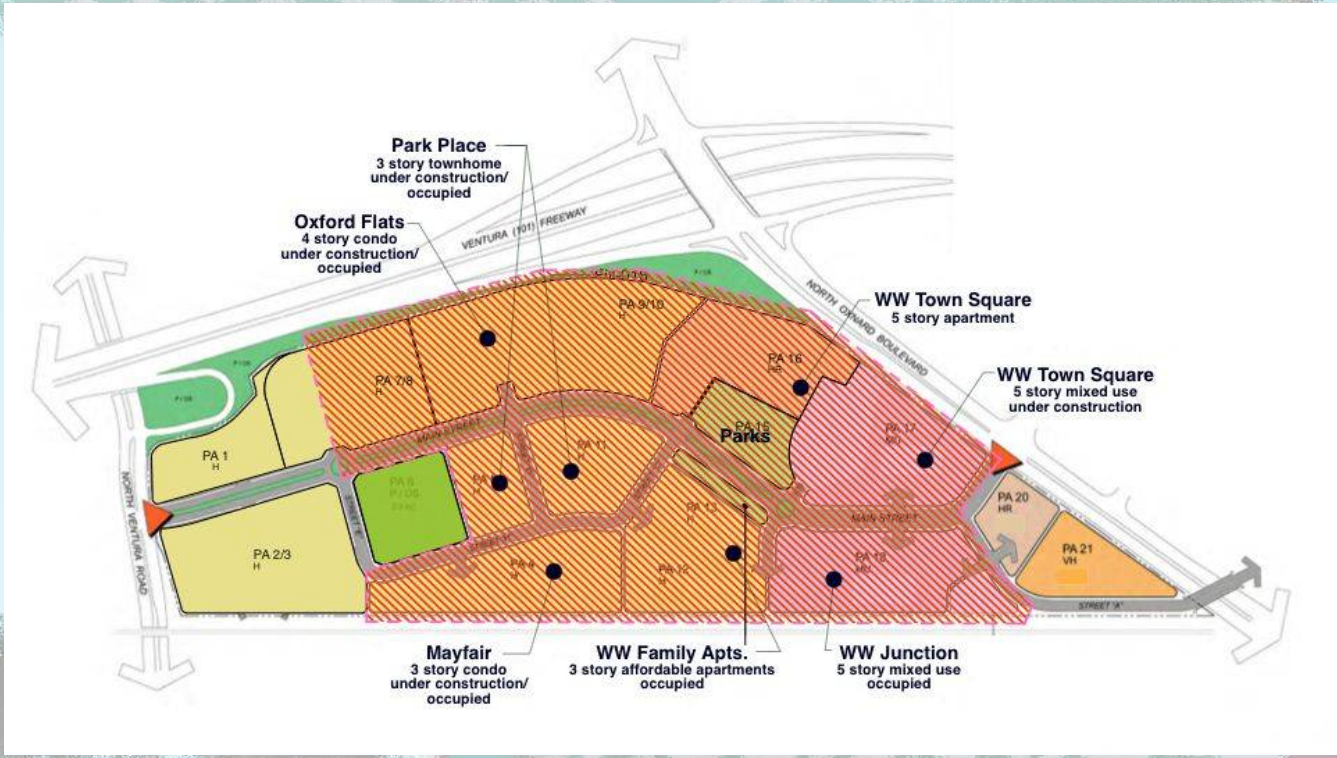
November 17, 2020

Overview of Project

Village Specific Plan Overview:

https://liveatww.com/

Current approved projects



Public Project Benefits

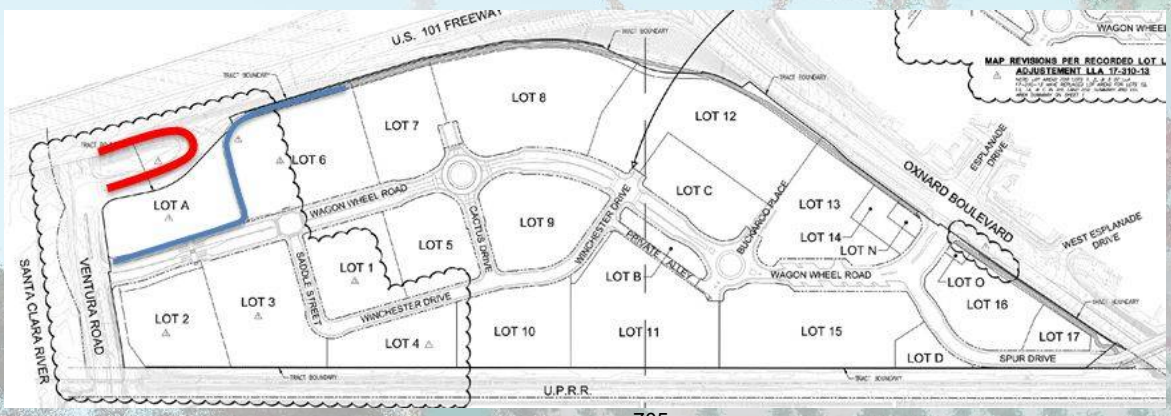
- Off-site water and wastewater improvements
- Lump sum payment for fire truck and associated fire station upgrades
- Park land and park improvements (3 turn-key parks)
- Affordable housing (15% of units)
- Gateway landscaping along Oxnard Blvd/101 Freeway entry into the City
- Regional storm drain improvements such as Ventura Road storm drain pump
- Golf Course Development fee
- Flood protection improvements (floodwall) that provides City wide benefits
- Approx. 1 mile of Multi-use path; plus extension under 101 Freeway to connect 101 overpass
- MUP bridge over Oxnard Boulevard
- Off-site roadway improvements
- Transit center that include 50 parking spaces, bus stops and ticket kiosks
- Ventura Road off-ramp improvements
- Tax Base Increase
- Maintenance District (CFD) to maintain majority of the public facilities within Wagon Wheel

Tentative Map Changes

- **Park location revision per proposed Specific Plan Amendment**
- **Adjust MUP alignment with park as anchor**
- **Offramp realignment per CalTrans concept approval**
- **Inclusion of Flood protection facilities lots and easements**

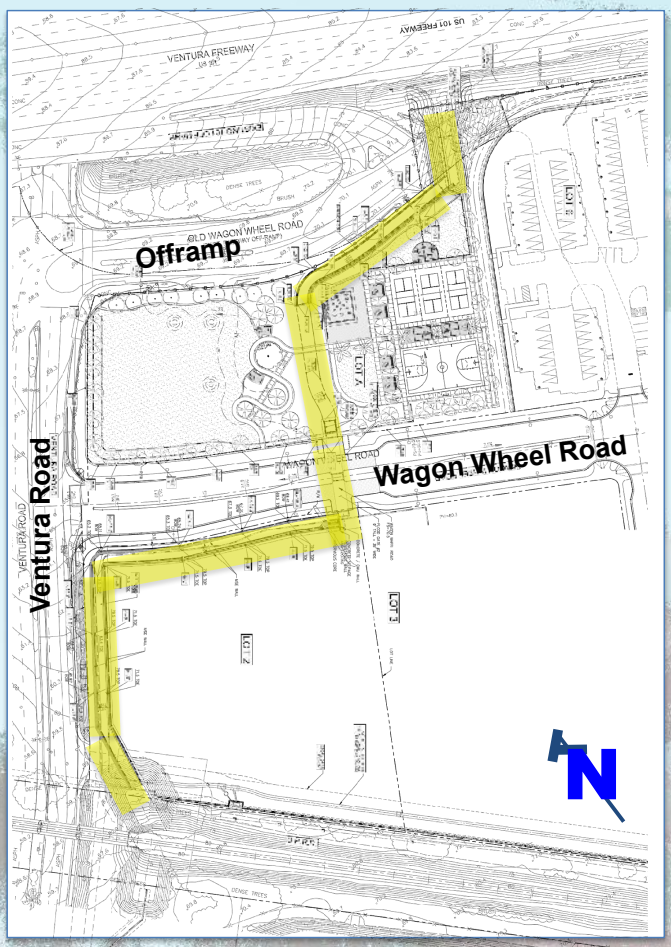
TTM5745 Current Map

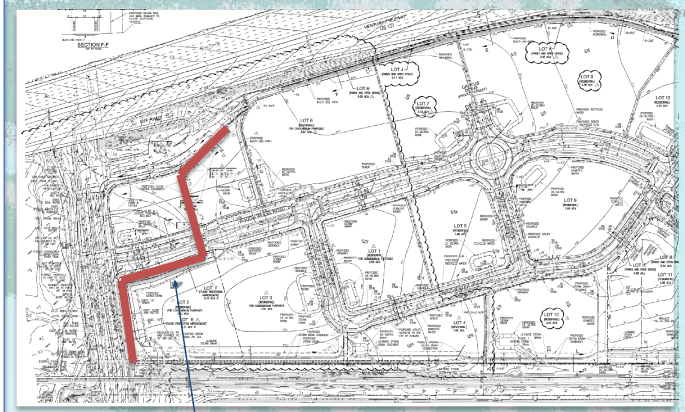
TTM5745 Proposed Map



Flood Protection

Key Map





Flood gate, wall and berm

Floodwall Photo Example

Lot A Park Concept

Development Agreement Amendments

- **Offset and freeze impact fees**
  - **Fee offsets and freeze include mandatory improvement milestones**
  - **Project improvements provide nexus to fees (i.e. turn-key park provision vs. park fee)**
  - **Lock Capital Growth fee at May 2020 rate**
  - **Lock Traffic Impact fees at 2015 rate**
  - **Offset park, mobility and storm drain fees for improvements provided**
- **Authorize Community Development Director to allow construction timing flexibility.**
  - **Ventura Road Pump**
  - **Stormwater & Flood Protection Infrastructure**

Questions
and
Answers

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS

AGENDA ITEM NO. M-1

DATE: November 17, 2020

TO: City Council

FROM: Phillip Molina, City Treasurer, (805) 385-7808, phillip.molina@oxnard.org

SUBJECT: Quarterly Investment Report for the period ending September 30, 2020 (prepared on October 20, 2020). (10/5/5)

RECOMMENDATION

That the City Council receive and file the report.

DISCUSSION

The City of Oxnard's September, 2020 investment report will be brief this reporting period and is required to be submitted to the City Clerk and the City Council as prescribed in California Government Code 53646.

But first, I wish to give a special thanks to Martha Guerra and Eden Alomeri, of the City Treasurer's Department without whose assistance this report could not be generated.

This report does not show the fund balances, nor disbursements, nor total receipts of the City of Oxnard, because Oxnard Municipal Code identifies which the Oxnard Finance Department is charged with producing that information. This report does reflect the monthly investment information in the similar format that has been presented in previous months along with the amounts in the Bank statements as of September 30, 2020. The following data is included in this report.

First, it is our intention to show the public, the Mayor, and City Council the amounts in each city bank account so that you can see the percentage of available cash to the amount actually invested. You will notice the large build up of cash in the bank account for the city's general business. This is the result of the anticipation of rate changes for the next two months.

Next, we will show you in a bar chart the amounts invested separated by their maturity date or year. This will allow you to see the ladder or spread of the investments in order to generate a higher return.

Third, we explain that the cash flows over the last 15 months so you can judge the management of the cash and determine whether there are periods during the year when more money is available for a short period overnight investments versus 2, 3, 4, or 5 year maturities.

Fourth, we will show you the daily cash position for September 30, 2020 so that you can see how the Treasurer's department reviews our cash balances each and every day to assure that the city has sufficient liquidity to cover its obligations.

And next, we provide you and the public with the detailed list of every investment that the city currently holds as of the last day of September 30, 2020.

This information is being provided to you using both charts and graphs. The charts are presented so that the Mayor, Council and the public can begin to learn the actual amounts in the city's accounts. The graphs are created in order to show trends, and relationships that are best understood in that method of presentation.

So while this report is brief in the number of pages, we hope to respond to any questions of you may have.

FINANCIAL IMPACT

The City's total amount invested as of September 30, 2020 at market value was $156,158,000 at a cost of $155,951,380.56. Because of the fluctuation in the market rates yield on new instruments going up and down again, the City's current investments have a higher value than they cost, resulting in a net market gain of $206,619.44 if we had to sell them in the market today (one month ago).

ITEM	September 2020
Cost of investments (book value)	$ 155,951,380.56
Par or face value	$ 155,945,000.00
Market value as estimated	$ 156,158,000.00
Gain/Loss if forced to sell today	$ 206,619.44

Cash balances on the 30th day of September 2020 in each authorized city bank account with Bank of America are $94,661,083.76 in each account shown below:

City Treasurer's bank accounts	September 2020
City's General Fund bank account	$ 89,761,283.22
Successor Agency bank account	$ 4,668,942.60
W/C (workers compensation) account	$ 161,081.44
Parking Citations	$ 69,776.50
TOTAL CASH IN BANK ACCOUNTS	$ 94,661,083.76

(Per Bank Statements as of September 30, 2020)

The investments have a par value of $155,945,000 with a current market value of $156,158,000 were purchased months ago. We see that "total net earnings" for this month continues to decrease and is $129,047.35. To provide greater return we tried diminishing the amount in LAIF and spreading that over the 2,3,4, and 5 year terms. Recently however, LAIF is now generating an average return that is just below the City's average portfolio return. LAIF's September average apportionment rate was .685%, which is now higher than the rates on current GSEs (government sponsored enterprises) rates. So the current strategy is to provide the maximum earnings short term and position the city's portfolio to be ready when the upswing starts again. The purpose for buying shorter term is, if a recession hits, the time span for recent recessions is between 11 month to 3.5 years. We want to be able to purchase at higher rates when the predicted recession ends.

ITEM	September 2020
Cost of investments (book value)	$ 155,951,380.56
Par or face value	$ 155,945,000.00
Market value as estimated	$ 156,158,000.00
Gain/Loss if forced to sell today	$ 206,619.44
Total Earnings per period	$ 129,047.35
Earned interest Yield this month	0.938%

So now the cost of the investments, the face value, and the market value as of September 30, 2020 is provided so that at a glance you can see the summary of the entire portfolio, the risk, and the earnings with the current yield on a 365 day basis of .94%% year to date **and .83%** on a monthly average and compare that to the prior month.

ITEM	September 2020	August 2020	July 2020
Cost of investments (book value)	$ 155,951,380.56	$ 170,944,503.14	$ 182,219,594.68
Par or face value	$ 155,945,000.00	$ 170,945,000.00	$ 182,215,618.21
Market value as estimated	$ 156,158,000.00	$ 171,146,550.00	$ 182,515,500.00
Gain/Loss if forced to sell today	$ 206,619.44	$ 202,046.86	$ 295,905.32
Total Earnings per period	$ 129,047.35	$ 140,720.66	$ 179,215.48
Earned interest Yield this month	0.938%	1.014%	1.086%

Next you will see the daily cash position report used to determine how much to invest each day.

DAILY CASH POSITION WORKSHEET - GENERAL ACCOUNT		
DATE:09/30/20		
.		
	CREDIT ESTIMATE	DESCRIPTION
Collected/Closing Avail Bal	89,042,862.47	As of 09/29/20
1 Day Float	844,991.49	As of 09/29/20
Credit Cards-C2G		As of 09/29/20
Credit Cards-One Point		As of 09/29/20
Auto Pay	111,702.59	
LAIF Withdrawal		
Investment Coupon	10,473.22	
Investment Call/Maturity	2,000,000.00	3130AHSS3 2% 12/30/24
Investment Call/Maturity		
Other	33,449.00	Gold Coast Transit
Other	405,329.22	HUT
TOTAL CREDITS	$ 92,448,807.99	
	DEBIT ESTIMATE	
Accounts Payable to Clear	200,000.00	
Payroll Taxes	212,606.02	PIT
Payroll Taxes	16,372.81	SDI
Other	743,026.18	BofA Leasing
Other	50,541.58	OCVB

Other	1,364,152.92	Calleguas
Other	689,904.08	UWCD
Other	380,293.49	VRSD
Other	71,063.95	VCLA
TOTAL DEBITS	**$ 3,727,961.03**	
GENERAL ACCOUNT BALANCE	**$ 88,720,846.96**	
SUCCESSOR AGENCY	**$ 4,668,942.60**	
LAIF	**$ 75,000,000.00**	

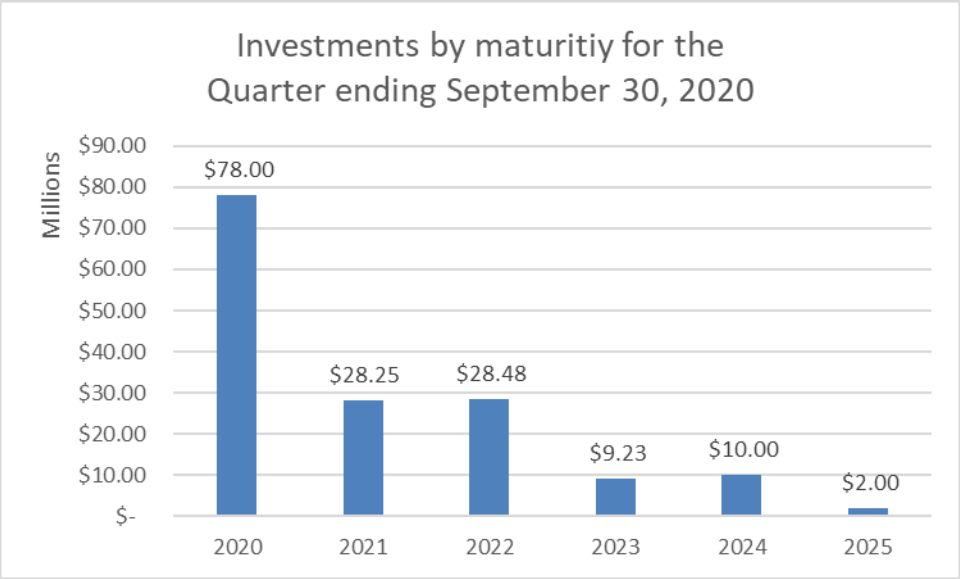
When we look back at the monthly cash flows of over 15 months we found that the month with the highest cash outflow was September 2018 with an outflow of $37.4 million. And the fact that we had $75 million invested in LAIF, which can be drawn down within one day, means there should be no normal condition that would require the Treasurer to sell investments before their maturity.

Before we reveal the details, we want to know the level of efficiency in our investment team. So we look to see how much cash is available, how much cash is invested to determine the efficiency of the team. The goal is to invest 100% of available cash, and we know that for **normal** operations we should retain $3 million in the bank accounts. So when we look at the detail we see that the city is investing at a rate of as a percent % of total available cash. This year the President informed the public he plans on making more market improvements by lowering the rate of Treasury instruments (Fed Funds rate on overnight bank borrowing), which are currently locked down at below .20%. Bank of America provides a return of .19%. The currently short term strategy is to hold for the November election to see if the President will once again allow the Treasury rates to be set by the open market rates. Thus our efficiency rating is now 63%, however, reducing the available cash for investing by the $30 million required by the CFO to lend to the General Fund produces an efficiency rate of 72%:

EFFICIENCY RATING	
	September 2020
Total cash all bank accounts	$ 94,661,083.76
less: CDC	$ 4,668,942.60
Net available to invest	$ 89,992,141.16
amount invested at cost	$ 155,951,380.56
total available cash to invest	$ 245,943,521.72
percent invested = efficiency	**63%**

EFFICIENCY RATING	
	September 2020
Total cash all bank accounts	$ 94,661,083.76
less: CDC & $30 M loan setaside	$ 34,668,942.60
Net available to invest	$ 59,992,141.16
amount invested at cost	$ 155,951,380.56
total available cash to invest	$ 215,943,521.72
percent invested = efficiency	**72%**

The bar chart below, shows the maturities of City's investment portfolio and reflects the fact that as our older instruments are being called early we find the need to acquire shorter term notes unless we can guarantee a rate of .97% or higher as explained above.



Prepared by Phillip Molina, City Treasurer

ATTACHMENTS:

1. Investment Inventory as of September 30th
2. Presentation

INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

As Of Date: 09/30/2020

Run: 10/12/2020 05:06:05 PM

Reporting Currency: Local

City of Oxnard

Inv No.	Description	Purch Date / Mat Date	CUSIP / CPR/PSA	Coupon / YTM TR	Sch Bk Price / Duration	Original Face / Notional Face	Unamort Premium / Unamort Discount	Current Par / Current Book	Amort Premium / Amort Discount	Accrued Interest
Mat Date: 11/30/2020										
17039	FNMA	03/30/2017	3135G0F73	1.50000	99.89943	2,000,000.00	0.00	2,000,000.00	0.00	10,083.33
		11/30/2020	0.00	1.70800	.16700	0.00	2,011.50	1,997,988.50	12,728.50	
			Subtotal	1.50000	99.89943	2,000,000.00	0.00	2,000,000.00	0.00	10,083.33
				1.70800	.16700	0.00	2,011.50	1,997,988.50	12,728.50	
Mat Date: 4/1/2021										
17230	MUNI	03/27/2020	13063CP87	1.50000	100.19676	2,000,000.00	3,935.14	2,000,000.00	64.86	15,000.00
		04/01/2021	0.00	1.30000	.49900	0.00	0.00	2,003,935.14	0.00	
			Subtotal	1.50000	100.19676	2,000,000.00	3,935.14	2,000,000.00	64.86	15,000.00
				1.30000	.49900	0.00	0.00	2,003,935.14	0.00	
Mat Date: 4/4/2021										
17227	MUNI	03/19/2020	13063DAC2	2.62500	101.10582	1,000,000.00	11,058.16	1,000,000.00	421.84	13,125.00
		04/04/2021	0.00	1.51000	.50500	0.00	0.00	1,011,058.16	0.00	
			Subtotal	2.62500	101.10582	1,000,000.00	11,058.16	1,000,000.00	421.84	13,125.00
				1.51000	.50500	0.00	0.00	1,011,058.16	0.00	
Mat Date: 5/10/2021										
17102	FFCB	05/10/2018	3133EJNS4	2.70000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	10,575.00
		05/10/2021	0.00	2.70000	.60400	0.00	0.00	1,000,000.00	0.00	
17101	CD	03/10/2018	61747MX63	2.90000	100.00000	245,000.00	0.00	245,000.00	0.00	2,788.49
		05/10/2021	0.00	2.90000	.60400	0.00	0.00	245,000.00	0.00	
			Subtotal	2.73936	100.00000	1,245,000.00	0.00	1,245,000.00	0.00	13,363.49
				2.73936	.60400	0.00	0.00	1,245,000.00	0.00	
Mat Date: 6/23/2021										
17233	FFCB	06/23/2020	3133ELN67	.21000	100.00000	5,000,000.00	0.00	5,000,000.00	0.00	2,858.33
		06/23/2021	0.00	.21000	.73000	0.00	0.00	5,000,000.00	0.00	
			Subtotal	.21000	100.00000	5,000,000.00	0.00	5,000,000.00	0.00	2,858.33
				.21000	.73000	0.00	0.00	5,000,000.00	0.00	
Mat Date: 11/29/2021										
17018	FHLB	12/30/2016	3130AABG2	1.87500	99.81652	2,000,000.00	0.00	2,000,000.00	0.00	12,708.33
		11/29/2021	0.00	2.00400	1.15000	0.00	3,669.62	1,996,330.38	8,350.38	
17019	FHLB	12/30/2016	3130AABG2	1.87500	99.77653	2,000,000.00	0.00	2,000,000.00	0.00	12,708.33
		11/29/2021	0.00	2.03200	1.15000	0.00	4,469.48	1,995,530.52	10,170.52	
			Subtotal	1.87500	99.79652	4,000,000.00	0.00	4,000,000.00	0.00	25,416.66
				2.01800	1.15000	0.00	8,139.10	3,991,860.90	18,520.90	

INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

As Of Date: 09/30/2020

Run: 10/12/2020 05:06:05 PM

Reporting Currency: Local

City of Oxnard

Inv No.	Description	Purch Date / Mat Date	CUSIP / CPR/PSA	Coupon / YTM TR	Sch Bk Price / Duration	Original Face / Notional Face	Unamort Premium / Unamort Discount	Current Par / Current Book	Amort Premium / Amort Discount	Accrued Interest
Mat Date: 12/23/2021										
17234	FFCB	06/23/2020	3133ELN75	.23000	100.00000	5,000,000.00	0.00	5,000,000.00	0.00	3,130.56
		12/23/2021	0.00	.23000	1.22900	0.00	0.00	5,000,000.00	0.00	
17235	FFCB	06/23/2020	3133ELN75	.23000	100.00000	5,000,000.00	0.00	5,000,000.00	0.00	3,130.56
		12/23/2021	0.00	.23000	1.22900	0.00	0.00	5,000,000.00	0.00	
17236	FFCB	06/23/2020	3133ELN75	.23000	100.00000	5,000,000.00	0.00	5,000,000.00	0.00	3,130.56
		12/23/2021	0.00	.23000	1.22900	0.00	0.00	5,000,000.00	0.00	
			Subtotal	.23000	100.00000	15,000,000.00	0.00	15,000,000.00	0.00	9,391.68
				.23000	1.22900	0.00	0.00	15,000,000.00	0.00	
Mat Date: 4/6/2022										
17239	FFCB	07/06/2020	3133ELR89	.25000	100.05200	10,000,000.00	5,200.00	10,000,000.00	0.00	5,902.78
		04/06/2022	0.00	.22000	1.51400	0.00	0.00	10,005,200.00	0.00	
			Subtotal	.25000	100.05200	10,000,000.00	5,200.00	10,000,000.00	0.00	5,902.78
				.22000	1.51400	0.00	0.00	10,005,200.00	0.00	
Mat Date: 5/1/2022										
17246	MUNI	08/12/2020	446216HF3	.46900	100.00000	250,000.00	0.00	250,000.00	0.00	159.59
		05/01/2022	0.00	.46900	1.58100	0.00	0.00	250,000.00	0.00	
			Subtotal	.46900	100.00000	250,000.00	0.00	250,000.00	0.00	159.59
				.46900	1.58100	0.00	0.00	250,000.00	0.00	
Mat Date: 5/23/2022										
17062	FHLB	05/23/2017	3130ABCF1	2.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	17,777.78
		05/23/2022	0.00	2.50000	1.62500	0.00	0.00	2,000,000.00	0.00	
			Subtotal	2.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	17,777.78
				2.50000	1.62500	0.00	0.00	2,000,000.00	0.00	
Mat Date: 5/24/2022										
17063	CD	05/24/2017	1404203A6	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	2,082.18
		05/24/2022	0.00	2.40000	1.61500	0.00	0.00	245,000.00	0.00	
17064	CD	05/24/2017	14042RFW6	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	2,082.18
		05/24/2022	0.00	2.40000	1.61500	0.00	0.00	245,000.00	0.00	
			Subtotal	2.40000	100.00000	490,000.00	0.00	490,000.00	0.00	4,164.36
				2.40000	1.61500	0.00	0.00	490,000.00	0.00	
Mat Date: 5/26/2022										
17070	CD	05/26/2017	87165EMK0	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	2,049.96
		05/26/2022	0.00	2.40000	1.62100	0.00	0.00	245,000.00	0.00	
			Subtotal	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	2,049.96

INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

As Of Date: 09/30/2020

Run: 10/12/2020 05:06:05 PM

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City of Oxnard

Inv No.	Description	Purch Date / Mat Date	CUSIP / CPR/PSA	Coupon / YTM TR	Sch Bk Price / Duration	Original Face / Notional Face	Unamort Premium / Unamort Discount	Current Par / Current Book	Amort Premium / Amort Discount	Accrued Interest
				2.40000	1.62100	0.00	0.00	245,000.00	0.00	
Mat Date: 5/31/2022										
17076	CD	05/31/2017	38148PKJ5	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	1,953.31
		05/31/2022	0.00	2.40000	1.63100	0.00	0.00	245,000.00	0.00	
17073	CD	05/31/2017	20033AUB0	2.35000	100.00000	245,000.00	0.00	245,000.00	0.00	4.00
		05/31/2022	0.00	2.35000	1.63600	0.00	0.00	245,000.00	0.00	
			Subtotal	2.37500	100.00000	490,000.00	0.00	490,000.00	0.00	1,957.31
				2.37500	1.63350	0.00	0.00	490,000.00	0.00	
Mat Date: 10/7/2022										
17240	FHLMC	07/07/2020	3134GV4X3	.33000	100.00000	5,000,000.00	0.00	5,000,000.00	0.00	3,850.00
		10/07/2022	0.00	.33000	2.01100	0.00	0.00	5,000,000.00	0.00	
			Subtotal	.33000	100.00000	5,000,000.00	0.00	5,000,000.00	0.00	3,850.00
				.33000	2.01100	0.00	0.00	5,000,000.00	0.00	
Mat Date: 10/13/2022										
17241	FHLMC	07/13/2020	3134GV5U8	.31000	100.00000	5,000,000.00	0.00	5,000,000.00	0.00	3,358.33
		10/13/2022	0.00	.31000	2.02800	0.00	0.00	5,000,000.00	0.00	
17242	FHLMC	07/13/2020	3134GV5U8	.31000	100.00000	5,000,000.00	0.00	5,000,000.00	0.00	3,358.33
		10/13/2022	0.00	.31000	2.02800	0.00	0.00	5,000,000.00	0.00	
			Subtotal	.31000	100.00000	10,000,000.00	0.00	10,000,000.00	0.00	6,716.66
				.31000	2.02800	0.00	0.00	10,000,000.00	0.00	
Mat Date: 2/6/2023										
17245	FHLMC	08/12/2020	3134GWLD6	.30000	100.00500	1,000,000.00	50.00	1,000,000.00	0.00	458.33
		02/06/2023	0.00	.30000	2.34300	0.00	0.00	1,000,050.00	0.00	
			Subtotal	.30000	100.00500	1,000,000.00	50.00	1,000,000.00	0.00	458.33
				.30000	2.34300	0.00	0.00	1,000,050.00	0.00	
Mat Date: 6/26/2023										
17109	CD	06/26/2018	02589AAM4	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,132.03
		06/26/2023	0.00	3.30000	2.62000	0.00	0.00	245,000.00	0.00	
			Subtotal	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,132.03
				3.30000	2.62000	0.00	0.00	245,000.00	0.00	
Mat Date: 6/27/2023										
17110	CD	06/27/2018	254673QR0	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,109.88
		06/27/2023	0.00	3.30000	2.62300	0.00	0.00	245,000.00	0.00	
			Subtotal	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,109.88
				3.30000	2.62300	0.00	0.00	245,000.00	0.00	

INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

As Of Date: 09/30/2020

Run: 10/12/2020 05:06:05 PM

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City of Oxnard

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Mat Date: 6/28/2023										
17111	CD	06/28/2018	17312QN96	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,087.73
		06/28/2023	0.00	3.30000	2.62600	0.00	0.00	245,000.00	0.00	
			Subtotal	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,087.73
				3.30000	2.62600	0.00	0.00	245,000.00	0.00	
Mat Date: 6/29/2023										
17113	CD	06/29/2018	05580ANG5	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,065.58
		06/29/2023	0.00	3.30000	2.62800	0.00	0.00	245,000.00	0.00	
			Subtotal	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,065.58
				3.30000	2.62800	0.00	0.00	245,000.00	0.00	
Mat Date: 8/3/2023										
17244	FNMA	08/12/2020	3135G05P4	.30000	99.94850	1,000,000.00	0.00	1,000,000.00	0.00	483.33
		08/03/2023	0.00	.32000	2.83000	0.00	515.00	999,485.00	0.00	
			Subtotal	.30000	99.94850	1,000,000.00	0.00	1,000,000.00	0.00	483.33
				.32000	2.83000	0.00	515.00	999,485.00	0.00	
Mat Date: 9/11/2023										
17247	FHLB	09/11/2020	3130AK4S2	.28000	99.94500	5,000,000.00	0.00	5,000,000.00	0.00	777.78
		09/11/2023	0.00	.29800	2.93700	0.00	2,750.00	4,997,250.00	0.00	
			Subtotal	.28000	99.94500	5,000,000.00	0.00	5,000,000.00	0.00	777.78
				.29800	2.93700	0.00	2,750.00	4,997,250.00	0.00	
Mat Date: 10/24/2023										
17248	FNMA	09/24/2020	3136G43C5	.30000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	58.33
		10/24/2023	0.00	.30000	3.05100	0.00	0.00	1,000,000.00	0.00	
			Subtotal	.30000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	58.33
				.30000	3.05100	0.00	0.00	1,000,000.00	0.00	
Mat Date: 11/7/2023										
17118	CD	11/07/2018	90348JFQ8	3.50000	100.00000	245,000.00	0.00	245,000.00	0.00	546.26
		11/07/2023	0.00	3.50000	2.93500	0.00	0.00	245,000.00	0.00	
			Subtotal	3.50000	100.00000	245,000.00	0.00	245,000.00	0.00	546.26
				3.50000	2.93500	0.00	0.00	245,000.00	0.00	
Mat Date: 1/29/2024										
17243	FHLMC	07/30/2020	3134GWFZ4	.45000	100.00025	1,000,000.00	2.50	1,000,000.00	0.00	775.00
		01/29/2024	0.00	.45000	3.30700	0.00	0.00	1,000,002.50	0.00	
			Subtotal	.45000	100.00025	1,000,000.00	2.50	1,000,000.00	0.00	775.00

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				.45000	3.30700	0.00	0.00	1,000,002.50	0.00	
Mat Date: 10/2/2024										
17169	FHLB	10/02/2019	3130AH7F4	2.00000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	9,944.44
		10/02/2024	0.00	2.00000	3.83100	0.00	0.00	1,000,000.00	0.00	
17170	FFCB	10/02/2019	3133EKV86	2.00000	99.97752	2,000,000.00	0.00	2,000,000.00	0.00	19,888.89
		10/02/2024	0.00	2.00500	3.83100	0.00	449.64	1,999,550.36	50.36	
			Subtotal	2.00000	99.98501	3,000,000.00	0.00	3,000,000.00	0.00	29,833.33
				2.00333	3.83100	0.00	449.64	2,999,550.36	50.36	
Mat Date: 10/16/2024										
17173	FHLB	10/16/2019	3130AHD67	2.00000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	18,333.33
		10/16/2024	0.00	2.00000	3.87000	0.00	0.00	2,000,000.00	0.00	
			Subtotal	2.00000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	18,333.33
				2.00000	3.87000	0.00	0.00	2,000,000.00	0.00	
Mat Date: 11/18/2024										
17191	FHLMC	11/18/2019	3134GURZ5	2.03000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	14,999.44
		11/18/2024	0.00	2.03000	3.95700	0.00	0.00	2,000,000.00	0.00	
			Subtotal	2.03000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	14,999.44
				2.03000	3.95700	0.00	0.00	2,000,000.00	0.00	
Mat Date: 12/30/2024										
17205	FHLMC	12/30/2019	3134GUH60	2.00000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	10,111.11
		12/30/2024	0.00	2.00000	4.07600	0.00	0.00	2,000,000.00	0.00	
			Subtotal	2.00000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	10,111.11
				2.00000	4.07600	0.00	0.00	2,000,000.00	0.00	
Mat Date: 3/25/2025										
17228	FFCB	03/25/2020	3133ELUK8	1.20000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	400.00
		03/25/2025	0.00	1.20000	4.38000	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.20000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	400.00
				1.20000	4.38000	0.00	0.00	2,000,000.00	0.00	
Mat Date: 6/30/2030										
17090	VENTURA COUNTY INVE	01/24/2018		1.22000	100.00000	0.00	0.00	1,000,000.00	0.00	32,789.59
		06/30/2030	0.00	1.22000	9.22500	0.00	0.00	1,000,000.00	0.00	
16434	LOCAL AGENCY INVEST	07/01/2002		.84000	100.00000	0.00	0.00	75,000,000.00	0.00	161,009.14
		06/30/2030	0.00	.84000	8.67500	0.00	0.00	75,000,000.00	0.00	
			Subtotal	.84500	100.00000	0.00	0.00	76,000,000.00	0.00	193,798.73
				.84500	8.68224	0.00	0.00	76,000,000.00	0.00	

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Grand Total	Count 40	.83909	100.00409	79,945,000.00	20,245.80	155,945,000.00	486.70	410,787.12
		.83453	5.21850	0.00	13,865.24	155,951,380.56	31,299.76	

City of Oxnard

September, 2020

Quarterly Investment Report

Prepared by: Phillip Molina, Oxnard Full time Treasurer

Prepared on October 26, 2020

1

The goal is to invest 100% of available cash, because we know that during normal operations we should retain $3 million in the bank accounts. But when we look at the detail we see that the city's investments are down to 72% or 63% from 95% in April 2020 of idle available cash.

2

City Treasurer's bank accounts	September 2020	August 2020	July 2020
City's General Fund bank account	$ 89,761,283.22	$ 68,058,433.50	$ 67,135,408.91
Successor Agency bank account	$ 4,668,942.60	$ 4,823,717.59	$ 7,484,519.48
W/C (workers compensation) account	$ 161,081.44	$ 141,548.17	$ 190,854.10
Parking Citations	$ 69,776.50	$ 330,371.01	$ 31,594.00
TOTAL CASH IN BANK ACCOUNTS	$ 94,661,083.76	$ 73,354,070.27	$ 74,842,376.49

3

ITEM	September 2020	August 2020	July 2020
Cost of investments (book value)	$ 155,951,380.56	$ 170,944,503.14	$ 182,219,594.68
Par or face value	$ 155,945,000.00	$ 170,945,000.00	$ 182,215,618.21
Market value as estimated	$ 156,158,000.00	$ 171,146,550.00	$ 182,515,500.00
Gain/Loss if forced to sell today	$ 206,619.44	$ 202,046.86	$ 295,905.32
Total Earnings per period	$ 129,047.35	$ 140,720.66	$ 179,215.48
Earned interest Yield this month	0.938%	1.014%	1.086%

4

After assuring enough cash in the banks to cover for the known and estimated disbursements in operations, payroll and loans, the intent is to invest the remaining cash

5

EFFICIENCY RATING	September 2020	August 2020	July 2020
Total cash all bank acocunts	$94,661,083.86	$73,354,070.27	$74,842,376.00
less: CDC	$4,668,942.60	$4,823,717.59	$7,484,519.00
Net available to invest	$89,992,141.16	$68,530,352.68	$67,357,857.00
amount invested at cost	$155,951,380.56	$170,944,503.14	$182,219,594.00
total available cash to invest	$245,943,521.72	$239,474,855.82	$249,577,451.00
percent invested = efficiency	63.41%	71.38%	73.01%

6

EFFICIENCY RATING	September 2020	August 2020	July 2020
Total cash all bank acocunts	$94,661,083.86	$73,354,070.27	$74,842,376.00
less: CDC & $30 m loan	$34,668,942.60	$4,823,717.59	$7,484,519.00
Net available to invest	$59,992,141.26	$68,530,352.68	$67,357,857.00
amount invested at cost	$155,951,380.56	$170,944,503.14	$182,219,594.00
total available cash to invest	$215,943,521.82	$239,474,855.82	$249,577,451.00
percent invested = efficiency	72.22%	71.38%	73.01%

7

CUSIP	Ticker	Maturity Date	Purchase Yield	Category	Settlement Date	Coupon Rate
3133EL6H	FFCB	3/4/2024	0.177	GSE	10/27/2020	0.360
3135G0V3	FNMA	2/5/2024	0.176	GSE	10/27/2020	2.500
3130AFW9	FHLB	2/13/2024	0.172	GSE	10/27/2020	2.500
3137EAEN	FHLMC	6/19/2023	0.162	GSE	10/27/2020	2.750
3133ELSP	FFCB	3/13/2023	0.161	GSE	10/27/2020	0.750
3135G0U4	FNMA	9/12/2023	0.161	GSE	10/27/2020	2.875
3130AJ7E	FHLB	2/17/2023	0.156	GSE	10/27/2020	1.375
313381BR	FHLB	12/9/2022	0.152	GSE	10/27/2020	1.875
313380GJ	FHLB	9/9/2022	0.142	GSE	10/27/2020	2.000
313385JU	FHLBDN	7/30/2021	0.140	GSE	10/26/2020	0.000
313397JU	FREDN	7/30/2021	0.140	GSE	10/26/2020	0.000
313589JU	FNMDN	7/30/2021	0.140	GSE	10/26/2020	0.000

8

Any Questions?

9

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.2

DATE: November 17, 2020

TO: City Council

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

SUBJECT: Presentation on the Corrective Action Plan. (15/10/5)

RECOMMENDATION

That the City Council receives an update on the Corrective Action Plan (CAP).

BACKGROUND

The City's annual audit for FY 2014-15 produced 111 Single Audit findings. These findings primarily concerned the financial and accounting policies and procedures of the City (or lack thereof). The FY 2015-16 audit yielded an additional 5 new audit findings. For FY 2016-17, an additional 19 audit findings occurred, of which 9 were repeat findings from the prior 2 audits. For FY 2017-18, an additional 37 audit findings occurred, of which 13 were repeat findings from the prior 3 audits. The FY 2018-19 audit produced an additional 11 findings, of which 3 were repeat findings from the prior 4 audits. Thus, for the 5 years from FY 2014-15 through FY 2018-19, the City's annual audits produced a total of 183 findings, of which 158 were unique findings, and 25 were repeat findings.

In order to correct these findings, the City was required to produce a Corrective Action Plan, or CAP. This Plan needed to address all unresolved findings and provide the steps and timeline to correct them. The Finance Department created the required CAP in March 2018 and submitted it to the State Controller's Office for review and approval.

Since March 2019, staff has been providing semiannual updates on the CAP to City Council. At the last update, in the spring of 2020, staff reported that the auditors, Eadie + Payne, had cleared more than 2/3 of the 158 unique audit findings, which left 53 findings still to be resolved by the City. This is shown at the bottom right of the table on slide 5 of the accompanying PowerPoint presentation.

DISCUSSION

In the past year, staff continued to make progress on the audit findings and improving staff technical competencies through greater investment in training. Furthermore, the new position approved last year for the Finance Department – Senior Manager of Internal Controls – has helped the organization strengthen its internal controls by providing oversight and monitoring to ensure controls continue to operate as designed.

As a result, the number of material weaknesses, which are the most dire of the findings, has dropped from 21 in March to 1. The total number of all audit findings still to be resolved has dropped from 53 in March to 16. This is shown in the table on slide 6 of the accompanying PowerPoint presentation. (When this item came before the Finance and Governance Committee, the PowerPoint listed 18 remaining audit findings. As staff explained, the evening before the presentation, the auditor contacted the Senior Manager of Internal Controls to say two more audit findings had been resolved.)

In addition, on September 1, 2020, the City Council approved and adopted an Internal Control – Integrated Framework (ICIF) along with four implementing policies. The Committee of Sponsoring Organizations of the Treadway Commission's ICIF provides a well-established, best practice framework for internal control principles. These internal control standards are recommended for State and local governments by the State Controller's Office and are considered a best practice by the Government Finance Officers Association (GFOA). The ICIF along with more detailed control documentation is expected to be completed over the next year to address the remaining Single Audit findings and other identified issues.

Over the next two to three years significant changes will affect the financial reporting environment of the City via implementation of the new enterprise resource planning (ERP) system. Many controls will be automated in the ERP such as data validation, which will reduce the risk of errors in financial reporting. As part of the ERP implementation project, staff and the ERP consultants have completed mapping "current state" and "future state" financial processes. These process flow diagrams facilitate understanding of all processes from start to finish. They point to where system improvements and enhanced automation can occur.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

Objective 1c. Develop written procedures to address Internal Control recommendations from Auditor.

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

Goal 3. Focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community.

Objective 3a. Develop a training program that focuses on strengthening the effectiveness of supervisory/ management staff by establishing a common understanding of basic HR, IT, and fiscal policies and procedures. services to ensure an efficient and effective public safety service delivery model.

FINANCIAL IMPACT

There is no direct financial impact from this presentation.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on October 27, 2020 to approve the staff recommendation to forward the item for City Council approval.

Prepared by: Christine Williams, Senior Manager, Internal Controls

ATTACHMENTS

1. Presentation on Corrective Action Plan 11.17.20

UPDATE ON CORRECTIVE ACTION PLAN: FY 2015-2019 SINGLE AUDITS

Presentation to City Council

Christine Williams, Senior Manager, Internal Controls

November 17, 2020

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

2

That the City Council receives an update on the Corrective Action Plan (CAP).

AGENDA

- Status of Corrective Action Plan
- Continued progress
- Questions

CAP STATUS DEFINITIONS

Complete – Auditors have tested and determined that corrective action for the finding has been effectively implemented

To Be Tested – Policies and Procedures (P&P) approved (if applicable), training completed and corrective action ready for auditors to test during the next single audit

P&P Draft – P&P drafted but not yet approved by CFO and/or training not yet provided.

In Progress – Staff has taken steps towards implementation, but not yet drafted P&P or completed training

Not Started – Staff has not initiated mitigations, implemented resolutions or provided training

Passed/No Longer Required – Staff disagrees with the finding and/or auditors have determined corrective action is no longer required

FY 2019 SINGLE AUDIT RESULTED IN 11 ADDITIONAL FINDINGS, 3 WERE REPEAT FINDINGS – NO NEW MATERIAL WEAKNESSES

FINDINGS STATUS (2015-2019) (as of March'20)	MATERIAL WEAKNESS	SIGNIFICANT DEFICIENCY	NON-COMPLIANCE	BEST PRACTICE	TOTAL
COMPLETE	48	47	7	5	107
TO BE TESTED	3	10	0	1	14
P&P DRAFT	8	0	0	1	9
IN PROGRESS	9	14	1	11	35
NOT STARTED	2	2	0	1	5
Passed / No Longer Required	2	2	9	0	13
TOTAL Findings	**72**	**75**	**17**	**19**	**183**
Repeat Findings	*(7)*	*(11)*	*(4)*	*(3)*	*(25)*
TOTAL Unique Findings	**65**	**64**	**13**	**16**	**158**
TOTAL Unresolved Unique Findings	**21**	**20**	**1**	**11**	**53**

CORRECTIVE ACTION PLAN STATUS THROUGH OCTOBER 2020

FINDINGS STATUS (2015-2019) (as of October'20)	MATERIAL WEAKNESS	SIGNIFICANT DEFICIENCY	NON-COMPLIANCE	BEST PRACTICE	TOTAL
COMPLETE	68	61	8	15	152
TO BE TESTED	1	2	1	0	4
P&P DRAFT	0	1	0	1	2
IN PROGRESS	0	10	0	2	12
NOT STARTED	0	0	0	1	1
Passed / No Longer Required	2	2	8	0	12
TOTAL Findings	**71**	**76**	**17**	**19**	**183**
Repeat Findings	*(7)*	*(11)*	*(4)*	*(3)*	*(25)*
TOTAL Unique Findings	**64**	**65**	**13**	**16**	**158**
TOTAL Unresolved Unique Findings	**1**	**10**	**1**	**4**	**16**

PROGRESS CONTINUES

UNRESOLVED* FINDINGS 2015-2019

* Includes all unique findings excluding "Complete" or "Passed/No Longer Required" status

PROGRESS CONTINUES

- Internal Control-Integrated Framework (ICIF) and 4 implemented policies adopted by the City Council
- Biweekly Internal Control Meetings
  - Next steps on ICIF guidelines
  - New or current internal control information
- More detailed control documentation
- Training
  - Staff
  - Finance and Governance Committee serving as audit committee
- ERP implementation project updates
  - Automated timesheets
  - Business process mapping

RECOMMENDATION

That the City Council receives an update on the Corrective Action Plan (CAP).

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.3

DATE: November 17, 2020

TO: City Council

FROM: Alexander Hamilton, Interim Fire Chief, (805) 385-7708, alexander.hamilton@oxnard.org

SUBJECT: Ambulance Consulting Agreement. (15/10/5)

RECOMMENDATION

That City Council approve and authorize the City Manager to execute a First Amendment with AP Triton Consulting, LLC (Agreement No. 9027-20-FI) to increase the amount by $95,000 for a total contract amount not to exceed $157,000, to conduct an ambulance feasibility study and provide consultation for ambulance services and billing, and to extend the term to January 31, 2022. (Public Safety Committee approved 3-0)

BACKGROUND

Currently the City of Oxnard is dependent on the ambulance service contracted by the County of Ventura to provide transport of the sick and injured. Unlike other cities and counties with robust first responder paramedic services, the City also heavily relies on the ambulance provider for first response paramedic services. The ambulance service levels we receive are, in large part, based on contractual standards enacted over a decade ago between Ventura County Emergency Medical Services (VCEMS) and Gold Coast Ambulance (GCA). These standards have evolved over the years to place a greater emphasis on the expedient arrival of first responder paramedics. However Oxnard does not have input on any changes made to ambulance deployment that may have negative effects to the overall delivery of paramedic services to the city's residents.

In an effort to improve these circumstances and improve the level of service to the community, the Oxnard Fire Department has previously instituted an advanced life support (ALS) program. This program, created to correct inequities in ALS response times, targeted specific regions of south Oxnard. Prior to creation of the Oxnard Fire ALS program the response levels in south Oxnard were slow.

On June 30, 2021, ambulance contracts between the VCEMS and GCA will expire. In anticipation of this change VCEMS conducted a countywide "EMS systems review". The review is broad, evaluating the countywide system with less focus on individual city needs. Additionally the report was not required to audit the response data, financial statements, or training practice claims made by the County's two ambulance providers.

DISCUSSION

In an effort to enhance EMS delivery to the residents of Oxnard the Fire Department has entered an agreement to perform a focused EMS system feasibility study. The evaluation to be conducted by AP Triton Consulting, LLC (AP Triton) for $62,000, will address local ambulance response needs and study local system value. The information attained by this report will provide City leadership with the appropriate knowledge to make informed decisions about the preferred delivery of emergency medical services to the City's residents.

At the conclusion of the feasibility study AP Triton will provide a final report and presentation to Oxnard City Council. The agreement amendment will allow the City the option to continue to phases 2 and 3 of the consultation for ambulance services should the feasibility study prove in favor of moving forward. Phase 2 provides consulting services and assistance to the City in the creation of a Request for Proposal (RFP) for an ambulance service provider, including evaluation and contract negotiations. Phase 3 will develop a RFP for ambulance billing services, including evaluation and contract negotiations.

Sole Source Justification

Separately, the Fire Department and the Finance Department explored the universe of consulting firms that provide this kind of study in California. For example, the Purchasing Division of the Finance Department contacted the following organizations, none of whom identified a provider other than AP Triton for public agencies in California:

-- California Association of Public Purchasing Officers
-- Fresno County
-- Kings County
-- City of Santa Cruz (awarded sole source contract to AP Triton)
-- Alameda County (awarded sole source contract to AP Triton)
-- City of Costa Mesa (awarded sole source contract to AP Triton)
-- Contra Costa County (awarded sole source contract to AP Triton)

The Purchasing Manager did find another firm that has performed EMS feasibility studies, but that firm has not done so for any client outside its home state of Nebraska.

Independent of, and without consulting, the Fire Department, both the Purchasing Manager and the CFO reached the conclusion that the case is strong to award a sole source contract to AP Triton for this particular service.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Objective 1d. Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.

FINANCIAL IMPACT

The consultant agreement with AP Triton would be for three distinct phases, with different costs for each phase:

Phase 1 -- Feasibility study, $62,000, study delivered by December 31, 2020 (Phase 1 was approved by the Purchasing Manager on September 28, 2020).

Phase 2 -- System design, $85,000, design documents delivered by July 30, 2021. All costs for Phase 2, up to $100,000, will be placed as reimbursable to the City by the successful ambulance bidder in the RFP process.

Phase 3 -- Implementation, $10,000, deliverables by January 31, 2022. All costs for Phase 3, up to $10,000, will be placed as reimbursable to the City by the successful ambulance bidder in the RFP process.

The total cost of the three phases is $157,000, spread over two fiscal years: $100,000 during FY 2020-21, and the remainder, $57,000, during FY 2021-22.

The FY 2020-21 Adopted Budget for the Fire Department did not contain funding for this kind of study, so staff

recommends that the current-year funding of $100,000 be provided by the Non-Departmental Contingency in the General Fund (101-2201-802.82-09). The remaining $57,000 will be included in the Proposed Budget for the Fire Department for FY 2021-22.

COMMITTEE OUTCOME

The Public Safety Committee approved 3-0 on October 13, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jaime Villa, Emergency Medical Coordinator

ATTACHMENTS

1. AP Triton First Amendment.CCagenda.Final
2. AP Triton Agreement 9027-20-FI
3. AP Triton Sole Source
4. AP Triton Presentation

Agreement No. 9027-20-FI

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 17th day of November, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and AP Triton Consulting, LLC ("Consultant"). This First Amendment amends the Agreement entered into on September 15, 2020, by City and Consultant.

City and Consultant agree as follows:

1. The Agreement Ending Date in Section 5 of the Cover Page of the Agreement is hereby amended to "January 31, 2022."

2. In Section 3 of the Cover Page of the Agreement, the selected answer is hereby amended to state: "Conduct ambulance services provider feasibility study, develop RFP for Ambulance Service Provider, and develop of RFP for billing subcontractor".

3. In Section 4 of the Cover Page of the Agreement, the selected answer is hereby amended to state: "Feasibility study to be completed by December 31, 2020. System design documents to be completed by July 30, 2021. Implementation deliverables to be completed by January 31, 2022."

4. The reference to the Scope of Services Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Scope of Services-A Exhibit. The Scope of Services Exhibit is hereby disincorporated; instead, the Scope of Services-A Exhibit is attached hereto and incorporated herein by this reference.

5. The reference to the Rates and Costs Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Rates and Costs Exhibit-A. The Rates and Costs Exhibit is hereby disincorporated; instead, the Rates and Costs Exhibit-A is attached hereto and incorporated herein by this reference.

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

[Signatures on next page]

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

CITY OF OXNARD

_____ _____
☐ Tim Flynn, Mayor[1] Date
☒ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

_____

AP TRITON CONSULTING, LLC

_____ _____
Kurt P. Henke, Partner[2] Date

_____ _____
Scott A. Clough, Partner Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

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

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

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

SCOPE OF SERVICES EXHIBIT-A

Feasibility Study

1. Conduct cost/revenue analysis of various options available for Oxnard Fire Department to deliver emergency ambulance services in the coverage area for each of the following methods of delivery, including insured and non-insured payer mix categories, and project counties with similar populations and demographics. The following models will be evaluated for the provision of ambulance service in the City of Oxnard:
    a. Oxnard Fire Department providing ambulance transport by contracting through one or more private suppliers;
    b. Partnership (shared services) between Oxnard Fire Department and private and/or public ambulance provider(s)
        i. Private ambulance subcontractor providing self-contained operation separate from Oxnard Fire Department.
        ii. Private ambulance subcontractor providing services to Oxnard Fire Department at a fixed cost.
        iii. Private ambulance subcontractor providing services under supervision of Oxnard Fire Department.
        iv. Limited initial deployment by Oxnard Fire Department with phased in increase of resources at benchmark years.
    c. Oxnard Fire Department providing 100% of the ambulance transport.
2. Work in conjunction with Oxnard Fire Department staff to establish a recommended path forward, including timelines to implement recommended service delivery model and assignments of Oxnard Fire Department personnel for areas of responsibility.
3. Compile all data into a rough draft for submission to the Oxnard Fire Department for review with Consultant, after which a final report will be issued.
4. Presentation to the Oxnard City Council.
5. Develop up to three comprehensive PowerPoint presentations for use in educating and informing various stakeholder groups of the Oxnard Fire Department ambulance transport concept based on the delivery method most likely to meet the needs of the Department and the community. This will include an overview of all the options considered.
    a. Presentation to the Oxnard City Council covering delivery method comparisons, cost, revenue, initial investment, impacts to stakeholders, long term program benefits, and the Affordable Care Act.
    b. Labor group presentations focusing on pay, benefits, schedules, uniforms, chain of command, and interaction between Department employees and private employees.
    c. Special interest presentation focusing on impact to the taxpayer and incumbent workforce issues.
    d. Presentation to other fire agencies, City offices, local EMS agency, and affected jurisdictions, as needed.

Ambulance Services Provider/Subcontractor RFP

1. Provide consulting services and assistance to City in the development and presentation of the City's Request for Proposal (RFP) for emergency ambulance transportation services.
2. Design and develop the Request for Proposal for an ambulance services provider subcontractor. Assistance in the RFP process will include, but is not limited to, providing subject matter expertise during the written submission evaluations and the oral presentation evaluations.
3. Should a contractor be selected, Consultant will participate in the contract negotiations between City and the successful bidder.

In the event City chooses to provide the service internally, rather than selecting a subcontractor, Consultant will provide ongoing assistance for $6,000 per month for a one-year period, with an option to extend for up to two additional years with the mutual consent of both parties.

Ambulance Billing Subcontractor RFP

1. Develop a draft request for proposal which will be used for solicitation to private providers and work with the City's Purchasing and Legal departments to create a final RFP for ambulance billing services.
2. Assist the City in the issuance of the RFP and serve as the single point of contact for any technical questions that the potential respondents may have. Any legal and/or purchasing questions shall be referred to the appropriate departments within the City.
3. Assist City staff in the review of responses to ensure all meet the minimum qualifications required by the RFP.
4. Assist City staff in the design and development of scoring sheets to be utilized in the interview process. We shall also assist in designing and developing an appropriate appeals process in accordance with City policies and procedures.
5. Assist the City staff in establishing a review / interview panel to evaluate those respondents who meet the minimum qualifications.
6. Serve as consultants and facilitators of the actual interview process.
7. If needed, after the first round of interviews is completed, Consultant will assist in drafting clarifying, follow-up questions that shall be disbursed to all respondents. Upon receipt of their written responses to the questions within the established timeline, all respondents will be invited back for a second round of interviews to ensure and objective selection.
8. Once the successful respondent has been selected and notified, Consultant shall assist City staff in developing a contract with the successful sub-contractor for the provision of billing services. The successful negotiation of said sub-contractor will have to be reviewed and meet the approval of the City's Legal Department.

RATES AND COSTS EXHIBIT-A

Feasibility Study:
City will be invoiced $62,000 in three (3) installments

- $20,667 at time of commencement of feasibility study
- $20,667 at time of delivery of draft study
- $20,666 at time of delivery of final study

Ambulance Services Provider/Subcontractor RFP
City will be invoiced in $85,000 in three (3) installments

- $35,000 due upon initiation of RFP development
- $40,000 due upon commencement of written and oral evaluations
- $10,000 due upon completion of contract negotiations*

*if no provider is selected, the total cost of Ambulance Service Provider/Subcontractor RFP will be reduced to $75,000, as there will be no need for negotiations.

All costs for Ambulance Service Provider/Subcontractor RFP, up to $100,000, will be placed as reimbursable to City by the successful ambulance bidder in the RFP process.

Ambulance Billing Subcontractor RFP
City will be invoiced $10,000 in two (2) installments

- $5,000 due upon initiation of RFP process
- $5,000 due upon completion of RFP process

All costs for Ambulance Billing Subcontractor RFP, up to $10,000, will be placed as reimbursable to City by the successful ambulance bidder.

The above costs do not include travel. Travel shall be pre-approved by City and expenses (airfare, hotel, ground transportation, etc.) shall be invoiced separately at actual costs. Mileage will be billed at the current IRS reimbursement rate.

DocuSign Envelope ID: CB5F274C-D3F1-4B54-8A9F-B1EE67F6CF2C

Agreement No. 9027-20-FI

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: September 15, 2020

(2) Consultant: AP Triton Consulting, LLC

(3) Services: Ambulance services feasibility study

(4) Schedule of Services:

The services must be completed within 120 calendar days of the Agreement Start Date listed above.

(5) Agreement Ending Date: January 31, 2021

(6) Total Agreement Amount: $62,000

(7) City's Project Manager: Interim Fire Chief

(8) Consultant's Project Manager: Kurt Henke, Partner

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:

AP Triton Consulting, LLC
1851 Heritage Lane, Ste 138
Sacramento, CA 95815
Attn: Kurt Henke, Partner

FOR CITY:

City of Oxnard Fire Department
360 West Second Street
Oxnard, CA 93030
Attn: Alex Hamilton, Interim Fire Chief

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:
khenke@aptriton.com

CITY'S PROJECT MANAGER:
Alexander.Hamilton@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- Scope of Services Exhibit
- Rates and Costs Exhibit
- Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

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

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

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant 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 Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

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

10. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

13. Advertising and Publicity. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

14. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall 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. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no

fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual

property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City, or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any confidential information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any confidential information disclosed under this Agreement.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its 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, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

21. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

28. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

30. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

31. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

32. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

33. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

36. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

40. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

41. Electronic Transmission of contract and signature. The parties agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all Parties and that signatures shall have

the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and Civil Code Section 1633.7.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

DocuSigned by:
Daniel Wilhite 9/28/2020 | 10:42 AM PDT
D94F5551634AB8...

☐ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
X Daniel Wilhitte, Purchasing Manager
☐ , Buyer

ATTEST:

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

APPROVED AS TO FORM:

DocuSigned by:
Stephen M. Fischer 9/28/2020 | 10:15 AM PDT
5A1AD057EF4B4B3...

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

AP TRITON CONSULTING, LLC

DocuSigned by:
KURT HENKE 9/21/2020 | 6:38 AM PDT
A28DCE5754A5E40D...

Kurt P. Henke, Partner Date

DocuSigned by:
Scott A. Clough 9/21/2020 | 3:39 PM PDT
067BA7734C89445...

Scott A. Clough, Partner Date

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

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SCOPE OF SERVICES EXHIBIT

Feasibility Study

1. Conduct cost/revenue analysis of various options available for Oxnard Fire Department to deliver emergency ambulance services in the coverage area for each of the following methods of delivery, including insured and non-insured payer mix categories, and project counties with similar populations and demographics. The following models will be evaluated for the provision of ambulance service in the City of Oxnard:
    a. Oxnard Fire Department providing ambulance transport by contracting through one or more private suppliers;
    b. Partnership (shared services) between Oxnard Fire Department and private and/or public ambulance provider(s)
        i. Private ambulance subcontractor providing self-contained operation separate from Oxnard Fire Department.
        ii. Private ambulance subcontractor providing services to Oxnard Fire Department at a fixed cost.
        iii. Private ambulance subcontractor providing services under supervision of Oxnard Fire Department.
        iv. Limited initial deployment by Oxnard Fire Department with phased in increase of resources at benchmark years.
    c. Oxnard Fire Department providing 100% of the ambulance transport.
2. Work in conjunction with Oxnard Fire Department staff to establish a recommended path forward, including timelines to implement recommended service delivery model and assignments of Oxnard Fire Department personnel for areas of responsibility.
3. Compile all data into a rough draft for submission to the Oxnard Fire Department for review with Consultant, after which a final report will be issued.
4. Presentation to the Oxnard City Council.
5. Consultant to develop up to three comprehensive PowerPoint presentations for use in educating and informing various stakeholder groups of the Oxnard Fire Department ambulance transport concept based on the delivery method most likely to meet the needs of the Department and the community. This will include an overview of all the options considered. Types of presentations that may be considered:
    a. Presentation to the Oxnard City Council covering delivery method comparisons, cost, revenue, initial investment, impacts to stakeholders, long term program benefits, and the Affordable Care Act.
    b. Labor group presentations focusing on pay, benefits, schedules, uniforms, chain of command, and interaction between Department employees and private employees.
    c. Special interest presentation focusing on impact to the taxpayer and incumbent workforce issues.
    d. Presentation to other fire agencies, City offices, local EMS agency, and affected jurisdictions, as needed.

RATES AND COSTS EXHIBIT

City will be invoiced $62,000 in three (3) installments

- $20,667 at time of commencement of feasibility study
- $20,667 at time of delivery of draft study
- $20,666 at time of delivery of final study

INSURANCE EXHIBIT INS-A

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

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

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

3. 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)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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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.

9/20

DocuSign Envelope ID: CB5F274C-D3F1-4B54-8A9F-B1EE67F6CF2C

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

ITEM #M-3

Agreement No. 9027-20-FI

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

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

Via Fax: 678-259-1007	

ITEM #M-3

Agreement No. 9027-20-FI

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: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096

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 _____

Via Email: cityofoxnard@ebix.com **Via Fax: 678-259-1007**	*(original signature required)* Telephone: (____)_____ Date Signed: _____

ITEM #M-3

Agreement No. 9027-20-FI

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

CITY OF OXNARD CALIFORNIA

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

Purchasing requires written justification from the requesting department within the department explaining why this is the only source for the requirement. Please check the applicable box.

Definition

☐ **Negotiated Contract:** When no bids or no responsive bids are received/obtained, the purchasing manager is authorized to negotiate for written proposals without a formal solicitation process for a city contract.
Formal/informal solicitation with one bid/proposal response received (Bid # and Close date):

☐ **Confidential agreement** for City Attorney and/or Chief of Police (backup docs may be redacted)

X **Sole Source:** Unique materials, supplies, equipment or services, which can be obtained from only one known source, proprietary equipment/technology, copyright, singular characteristics or performance capabilities or which have exclusive compatibility components with existing City products.

☐ **Single Source:** A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

☐ **Urgent:** Informal or formal solicitations for supplies, equipment or services (except Public Projects) shall not apply in a situation in which, at the City Manager's discretion, does not permit obtaining price quotations or bids and public interest and necessity demand the immediate expenditure of public money to avoid harm to or safeguard life, health or property or to mitigate severe economic expenses. Provide the supporting documentation with a completed NSS form to the Purchasing Division of the urgent products/services with the City Manager's signature.

WRITTEN JUSTIFICATION

The below information is provided in support of my Department requesting approval for a negotiated or sole/single source (NSS form). (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.*)

1. Vendor Legal Business Name: AP Triton Consulting, LLC

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide to include: (Please check one or more of the options below)
   - X Unique: e.g. Feature(s) that make the item/service unique and why you need this uniqueness.
   - ☐ Compatibility: e.g. Compatibility with or component of, an existing item; provide enough detail to demonstrate that compatibility is necessary.
   - ☐ Territory: Provide a letter from the Manufacturer that its' supplier/reseller holds a service contract and must supply parts to accomplish a contract.
   - ☐ Emergency order: No other supplier available at the time. (Must be declared by the City Manage/City Council).
   - ☐ Urgent: City Manager approves waiving the formal competitive solicitation, over $200,000
   - ☐ Proprietary purchase: No other supplier available. Provide verified evidence that the purchasing is truly proprietary. I.E. letter from manufacturer that their product is proprietary and that no other product on the open market exists.

3. The basis upon which the price/cost was determined to be fair and reasonable. The price justification to include: (Please check one or more of the options below)
   - ☐ Comparison to product catalog.
   - ☐ Comparison to similar product/service.
   - ☐ Published price lists.
   - X Prices quoted are less than or equal to, that quoted to other governmental agencies.
   - ☐ Records of previously bid items that were similar.
   - ☐ Proven industry standard.

4. Provide a brief written explanation for this product/services.

To thoroughly model the Ground Emergency Medical Transportation (GEMT) and Intergovernmental Transfer (IGT) reimbursements, using the City of Oxnard operating area for first responder and ambulance costs and revenue projection as a data driven model that can be extended across the entire operational area to be serviced. This will provide the City an accurate estimate for IGT and GEMT reimbursement as well as a solid valuation of the entire ambulance transport system.

Separately, the Fire Department and the Finance Department explored the universe of consulting firms that provide this kind of study in California. For example, the Purchasing Division of the Finance Department contacted the following organizations, none of whom identified a provider other than AP Triton for public agencies in California:

-- California Association of Public Purchasing Officers
-- Fresno County
-- Kings County
-- City of Santa Cruz (awarded sole source contract to AP Triton)
-- Alameda County (awarded sole source contract to AP Triton)
-- City of Costa Mesa (awarded sole source contract to AP Triton)
-- Contra Costa County (awarded sole source contract to AP Triton)

The Purchasing Manager did find another firm that has performed EMS feasibility studies, but that firm has not done so for any client outside its home state of Nebraska.

Independent of, and without consulting, the Fire Department, both the Purchasing Manager and the CFO reached the conclusion that the case is strong to award a sole source contract to AP Triton for this particular service.

5. Identify all costs for this requested purchase:

Product/Service Description:	FY 21	FY 22	Fiscal Year:	Fiscal Year:
One-Time Costs (Describe):	100,000	75,000		
Ongoing Costs (Describe):				
Annual Total Costs: Add the total by year	100,000	75,000		

6. Period of Performance:

From:	9/20/2020	To:	12/31/2021	Or One-Time Purchase	

DocuSign Envelope ID: C7850C51-5707-4EFC-B5F8-C9D401719C6B

CITY OF OXNARD CALIFORNIA

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

I HEREBY CERTIFY THAT:

1) I am an approved department representative, and am aware of the City's requirements for competitive bidding, as well as, the criteria for justification for negotiated contract/sole/single source purchase.
2) There is justification for a negotiated contract/sole/single source purchase noted above as it meets the City's criteria.

Department: Fire Requestor Name (Print Name): Alex Hamilton

Please print

Authorized Department Director or designee: Alex Hamilton / DocuSigned by: Alexander Hamilton 282909D5D41840D...

Please print/sign name Date: 9/23/2020 | 11:29 AM PD

Below to be processed by Purchasing: ☐ **Approved or** ☐ **Denied**

Notes:

Purchasing Buyer: /

Under $25,000 Please Sign Date:

Purchasing Manager: Daniel Willhite /

Up to $100,000 Please Sign Date:

City Manager: Alexander Nguyen /

$100,001 to $200,000 Please Sign Date:

Mayor: Tim Flynn /

$200,001 + Please Sign Date:

Tracking number assigned by the Purchasing Department only.

Tracking #		Not to Exceed Amount:	$	FY:	

EMS System Ambulance Feasibility Study

Alexander Hamilton, Interim Fire Chief

CITY OF OXNARD CALIFORNIA

Overview

2

- Background
- Enhanced Services Potential
- Local Control
- Economic Viability

2019 Ventura County Emergency Medical Services Agency System Review 3

- Stakeholder Working Group
  - Group formed to develop study parameters
  - Participants limited by Ventura County EMS
    - Only one "city" public agency representative
    - City of Oxnard not represented in working group

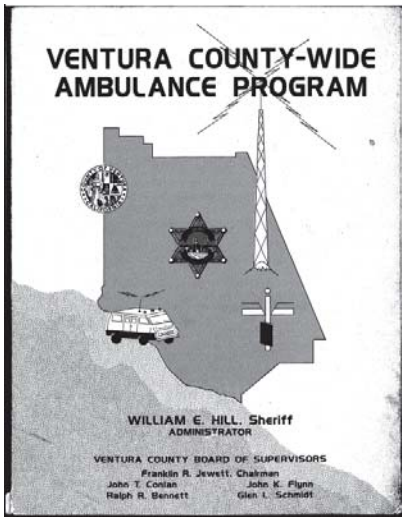
2019 Ventura County Emergency Medical Services Agency System Review 4

- Resulting study was broad
  - Study recommended longer ambulance response times
  - Ambulance company data was not audited
  - Recommendations failed to look at individual city's, only "EOA"

System Enhancement

5

- VCEMS study recommended renegotiation of "grandfathered provider"
  - Gold Coast/AMR has been grandfathered for 49 years
  - Contract has never gone to a competitive bid
- Oxnard relies on Gold Coast for advanced life support service as well as transport
- Longer Gold Coast response times would have disproportionate negative impact on Oxnard residents



System Enhancement

6

Oxnard Fire ALS Program:

- Response time disparities inequities identified
- No mechanism to force ambulance provider to improve responses
- Small program, but effective

NEWS

Ambulance response times affect poorest in Oxnard; addition of special fire squad to help

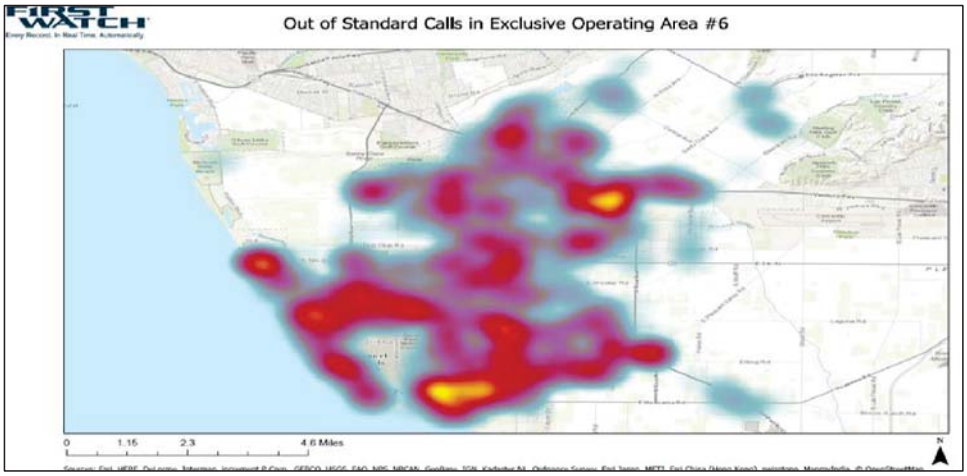
Christian Martinez Ventura

Published 10:53 a.m. PT Dec. 26, 2018 | Updated 3:26 p.m. PT Dec. 26, 2018

Ambulance response times to some of Oxnard's poorest neighborhoods prompted the launch of the Oxnard Fire Department's first advanced life-support truck in November.

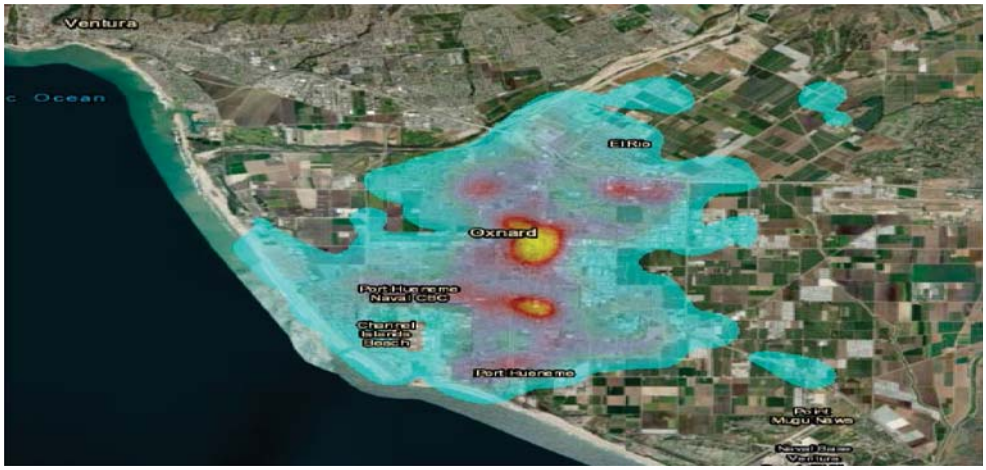
According to ambulance company AMR/Gold Coast's contract with Oxnard, an ambulance must arrive at a call in an area with a high population density within eight minutes at least 90 percent of the time.

Prior to Squad 68



Maps created with same tool, only background view available now is satellite

Year one Squad 68



Maps created with same tool, only background view available now is satellite

System Enhancement- Roadblocks to improvement

9

We improve, ambulances move..

- OFD ALS Squad successfully improves south Oxnard response times
- Inadvertently this grants GCA/AMR a new 10 minute response clock
- AMR corporate "adjust's move up plan" for "better coverage countywide"
- OFD's request to remove extra time denied by VCEMSA

Local Control- Accountability and Transparency

10

Currently ambulance response "compliance" is the only measure used to determine performance

- Compliance is defined as arriving on scene under a set amount of time, 90% of the time or greater

Existing ambulance contract allow for "exemptions" to delayed response

- These exemptions artificially improve response time performance

Local Control- Accountability and Transparency

11

Per VCEMSA, Gold Coast ambulance performance in 2019 is compliant with exemptions applied

What the patient ***actually experiences*** in response times paints another picture

VCEMSA 8 minute compliance for 2019 with exemptions

96.05%

True 8 minute onscene percentage with no exemptions for 2019

78%

Local Control- Accountability and Transparency

12

Monthly breakdown of non exempt compliance in Oxnard

Data provided by the ambulance providers 911 dispatch center

Response Month	Response <= 8 Min	Total Unit Responses	% of Total
January	947	1,214	78%
February	871	1,072	81%
March	1,003	1,308	77%
April	857	1,093	78%
May	986	1,234	80%
June	989	1,230	80%
July	961	1,227	78%
August	961	1,253	77%
September	936	1,265	74%
October	967	1,209	80%
November	927	1,205	77%
December	1,013	1,324	77%

Local Control- Accountability and Transparency

13

Examples of allowable exemptions by VCEMSA

- Hospitals diverting ambulances on other calls
- Gated communities
- Trains
- Road construction
- Power outages
- "Unusual" system overload

Local Control- Accountability and Transparency

14

Inflated compliance allows the ambulance provider to "give away" Gold Coast unit hours

This negatively affects other city's by not forcing AMR to fix the low ambulance staffing problems

VCEMS has no recourse if complinace is above 90%

- In 2019 EOA 5 (Camarillo) 8 minute compliance ***with*** exemptions was 91.34%
- This included
  - 180 exemptions awarded
  - 246 " 10 minute time extensions" due to first responder paramedics arriving first
- In 2019, Camarillo experienced **875** late responses out of **5184**

Local Control- Accountability and Transparency

15

The Trickle down effect:

- Ambulances owned by AMR/GCA participate in a bump cover move up plan
- This allows units to leave Oxnard so long as "compliance" remains above 90%

Ambulances leaving Oxnard to cover other areas create a void behind them

↓

Ambulance call surge forces outside units to respond in the city

↓

This resulted in 1200 responses handled by AMR ambulance's in 2019

Local Control- Accountability and Transparency

16

To maximize ambulance profit AMR/GCA further reduced unit hours to the city

This change has occurred steadily since the the AMR acquisition of Gold Coast in 2010

In 2010 Gold Coast Ambulance staffed

4, 24 hours units

1, 48 hour weekend unit

2, 12 hour peak weekday units

1, 12 hour weekend unit

↓

Currently during Pandemic

4, 24 hour units

1, 12 hour peak weekday unit

Local Control

17

- Improves accountability to Oxnard residents
  - Ambulance providers would be subject to standards enacted by city council
- Reduces health Inequities
  - System deployment improvements tailored to local need

Economic Viability

18

System design should not be hindered by "profit margin"

- Transport reimbursement
  - What does the call volume support?
  - How can reimbursement be reinvested to improve EMS delivery locally?
  - Interfacility transport subsidizing 911 response is an old myth!

RoadMap- Will the system support innovation?

19

- Need for full feasibility and design study
- Internal staff review indicates great potential for self sustaining ambulance system
- Road ahead requires support of group with specialized, successful, experience in this arena

Roadmap-Study

20

- AP Triton
  - System Design
  - System Value
  - EMS Law and Legislation
  - Ambulance RFP
  - Billing RFP

AP TRITON
VISION · INNOVATION · SOLUTIONS

CITY OF
OXNARD
CALIFORNIA
QUESTIONS
21

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.4

DATE: November 17, 2020

TO: Housing Authority Board, Successor Agency

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Exclusive Negotiating Agreements for Downtown Successor Agency Owned Parcels. (10/10/5)

RECOMMENDATION

That the Oxnard Community Development Commission Successor Agency:
1. Authorize the Executive Director or designee to execute Agreement No. A-8246 with Many Mansions for the parcel located at 538 S. Meta Street; and
2. Authorize the Executive Director or designee to execute Agreement No. A-8247 with the City Housing Authority for the parcel located at 544 Meta Street and parcel APNs 201-0-272-030, 201-0-272-020, and 201-0-213-130.
That the Housing Authority Board of Commissioners authorize the Housing Director to execute Agreement No. A-8247 with the Successor Agency for the parcel located at 544 Meta Street and parcel APNs 201-0-272-030, 201-0-272-020, and 201-0-213-130.
(Housing and Economic Development Committee to hear this item on November 10, 2020)

BACKGROUND

Over several years, the City of Oxnard's (City) former redevelopment agency, the Community Development Commission (CDC), purchased multiple properties in downtown Oxnard for downtown revitalization purposes.

Due to various downtown redevelopment plans over the intervening years and the severe economic downturn in the late 2000s, redevelopment in downtown Oxnard came to a halt. In addition, a state law that triggered the dissolution of all redevelopment agencies effective February 1, 2012, prohibited the former CDC from entering into new contracts, obligations, or other commitments (the Dissolution Law). At the end of 2015, the state Department of Finance (DOF) approved the Long Range Property Management Plan (LRPMP) prepared by the Successor Agency to the former CDC, listing fifty-one (51) properties for disposition.

Of the fifty-one (51) properties identified in the LRPMP, only seven (7) remain. All seven are vacant lots located in Downtown Oxnard.

	538 S. Meta	**544 Meta**	**144 E. Sixth**	**No address**	**No address**	**No address**	**No address**
APN	201-0-213-100	201-0-213-140	201-0-272-170	201-0-272-030	201-0-272-020	201-0-272-200	201-0-213-130
Land Use	Vacant lot	Vacant lot	Vacant lot	Vacant lot	Vacant lot	Vacant lot	Vacant lot
Lot Area	5600 sq ft	1715 sq ft	7500 sq ft	4250 sq ft	4250 sq ft	2500 sq ft	4300 sq ft
Acres	0.13	0.04	0.17	0.10	0.1	0.05	0.10

Zoning	DT-G	DT-G	DT-G	DT-G	DT-G	DT-G	DT-G
ENA	Many Mansions	Housing Authority	N/A	Housing Authority	Housing Authority	N/A	Housing Authority

DISCUSSION

California Surplus Land Act

The California Surplus Land Act (Act) sets out specific rules on how public agencies may dispose of surplus land, prioritizing affordable housing, parks, and open space with a city declaring in a public meeting that a property is surplus land pursuant to the Act.

On January 1, 2020, Assembly Bill 1486 (AB 1486) went into effect, significantly revising the Act by changing the required process of selling and disposing of designated surplus property owned by cities, special districts, housing authorities, and other local agencies. Among the revisions brought about by AB 1486 was the inclusion of successor agencies as a local agency. Additionally, AB 1486 changes the definition of an agency's use of property, sets reporting requirements, and institutes penalties for non-compliance:

1) USE OF PROPERTY: An agency's use of a property shall not include commercial or industrial uses or activities, including non-governmental retail, entertainment, or office development.

2) REPORTING: Agencies must include designated surplus lands in their housing elements and annual progress reports.

3) PENALTIES: If an agency does not comply with the Act's requirements, HCD can impose penalties as high as 30% of the land's final sales price for a first violation and 50% for subsequent violations.

In summary, the Act presents significant administrative and policy considerations, placing stringent procedural requirements on what a city or local agency can develop on its properties. As long as a successor agency's properties are under an ENA or other legally binding contract before December 31, 2020, and properly disposed of by December 31, 2022, the multiple requirements set forth by the Act would not apply. The Dissolution Law would dictate how properties covered under such an ENA would be developed, providing wider latitude in considering future developments and time to negotiate and agree to a development plan.

EXCLUSIVE NEGOTIATING AGREEMENTS (ENAs)

Staff is purposing ENAs with the Housing Authority or Many Mansions to negotiate the terms of Purchase and Sale Agreements or Disposition and Development Agreements for five (5) of the seven (7) Successor Agency owned properties: 538 S. Meta Street, 544 Meta Street, and APNs 201-0-213-130, 201-0-272-020, and 201-0-272-030 (collectively the Properties). The requested actions only authorize the Successor Agency to negotiate with the Parties; it does not approve specific projects for the sites. If the Successor Agency does not enter into ENAs with the Parties, then the Properties would need to be declared surplus land and be subject to the expanded Act, including AB 1486.

If the Successor Agency enters into separate ENAs with the Housing Authority and Many Mansions (the Parties), staff intends to seek the Ventura County Consolidated Oversight Board's (Oversight Board) approval on November 18, 2020. After this approval, staff will submit all documentation to the DOF for a 40 day review period. If the DOF approves the ENAs with the Successor Agency, Successor Agency staff would immediately enter into negotiations with the Parties to determine the price and terms under which the Parties would acquire the Properties separately. Any sale of the Properties would include specific requirements regarding the type of project that would need to be constructed (subject to the Parties going through the City's entitlement process), as well as ultimate approval of the agreements from the Oversight Board and DOF. The City would retain its approval authority of proposed development to ensure the projects would further the City's vision for Downtown. Staff would include these requirements as part of a Disposition and Development Agreement, which would also require that the Properties revert to the Successor Agency if the Parties did not develop the Properties in a

timely manner pursuant to the terms of the ENAs.

Successor Agency and Many Mansions ENA

The Successor Agency proposes an ENA with Many Mansions, a non-profit affordable housing developer, seeking to eventually present a Purchase and Sale Agreement or Disposition and Development Agreement (DDA) for the property commonly known as 538 Meta Street in Oxnard (Site). As a non-profit developer, Many Mansions works to provide affordable housing to households with very-low and low-incomes by constructing new or acquiring and rehabilitating existing housing units in partnership with Cities and other local organizations. Since its founding in 1979, Many Mansions has developed and managed over 500 affordable housing units at various properties throughout Ventura County.

538 Meta Street bisects Many Mansion's existing property located at 217-235 East 6th Street, and the property commonly known as 536 Meta Street, which Many Mansions currently has an option to purchase. Many Mansions has plans to develop the 536 Meta property as affordable housing for households earning 60% or below the area median income (AMI) and is currently in the process of completing their land use application for submission to the City. Many Mansions is currently in the process of obtaining entitlements for the development of an 87-unit affordable housing development known as the Central Terrace Apartments, which will be located at their 217-235 East 6th Street site and will provide affordable rental housing to households earning 60% or below the AMI.

The 538 Meta Street parcel owned by the Successor Agency is narrow, approximately twenty-five feet wide, and extends from Meta Street through the alley on the east side. Many Mansions wishes to acquire this property from the Successor Agency and incorporate the parcel into its design of the Central Terrace Apartments and the 536 Meta property. Including the 538 Meta parcel into the design of these projects is extremely practical, as the parameters of the site (e.g., small and narrow) make it difficult for anything else to be developed at the site. The 538 Meta parcel would also allow for a contiguous, seamless design between the properties. Disposition of this property to Many Mansions will also reduce blight and improve the neighborhood by creating a Paseo and community pocket park that will be open to the public and be developed, managed, and maintained by Many Mansions. Furthermore, the land acquisition improves the 536 Meta project's competitiveness for future State funding, which will improve the overall project feasibility. The proposed ENA for 538 Meta Street includes an initial 180 calendar day term with two potential extensions for 180 calendar days each.

Successor Agency and Housing Authority

The Successor Agency proposes an ENA with the Oxnard Housing Authority, seeking to eventually present a Purchase and Sale Agreement or a DDA for the Successor Agency owned properties located at the following assigned APNs: 201-0-213-130, 201-0-213-140 (544 Meta Street), 201-0-272-020, and 201-0-272-030. The Oxnard Housing Authority wishes to acquire and develop the Successor Agency owned properties for affordable housing use to be mutually agreed upon by the Successor Agency and the Oxnard Housing Authority to assist in increasing the City's affordable housing stock. The proposed ENA will include an initial 180 calendar day term with a potential extension of one or more additional times for a period not to exceed an aggregate of 180 calendar days.

Remaining Successor Agency Parcels

There are no current plans for the development of the remaining Successor Agency parcels. The configuration and size of the two parcels make affordable housing developments challenging to construct. Therefore, staff proposes to place the remaining two (2) parcels, 144 E.Sixth Street and APN 201-0-272-220, be sold on the open market, subject to the Act.

Proposed Timeline for ENAs

- November 17, 2020 - Present ENAs to City Council/Successor Agency/Housing Authority.
- November 18, 2020 - Submit ENAs to the Oversight Board for approval. If approved, staff sends ENAs to the DOF – 40 day review period.
- December 31, 2020 - Any properties not under an agreement and approved by the DOF by this date are subject to

the steps outlined in the Act.

- 2021 - With ENA approval from the DOF, staff to present Purchase and Sales Agreements (PSAs) or DDAs to the Successor Agency and Housing Authority. With approval from these legislative bodies, staff will present these agreements to the Oversight Board for approval. After approval by Oversight Board, staff sends PSAs or DDAs to the DOF for review – 100 day review period.

ENVIRONMENTAL IMPACT

Entering into ENAs with any party will not result in a direct or reasonably indirect potential change in the environment. (CEQA Guidelines, Section 15060(c)(2).) Before any development of the Properties that are the subjects of the ENAs can occur, the Parties and Successor Agency would have to agree to the sale of the Properties.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 2. Address homelessness through the development and implementation of a multi-tiered strategy.

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 5. Revitalize Oxnard's downtown and pursue economic development opportunities.

Objective 5a. Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.

FINANCIAL IMPACT

There will be no financial impacts to the General Fund, Housing Authority or Successor Agency by entering into these ENAs. Financial impacts would only occur if the Properties were sold pursuant to a subsequent agreement(s) entered into between the Housing Authority and Many Mansions with the Successor Agency.

COMMITTEE OUTCOME

At the time this Council agenda was published (November 5, 2020), the Housing and Economic Development Committee had not yet considered the item, as it was placed on its November 10, 2020 agenda. At the Council's November 17, 2020 meeting, staff will inform Council of the outcome of the Housing and Economic Development Committee's discussion.

Prepared by: Adam Smith, Project Manager, Elsa Brown, Affordable Housing Program Manager

ATTACHMENTS

1. Agreement No. A-8246 - Successor Agency & Many Mansions
2. Agreement No. A-8247 - Successor Agency & Housing Authority
3. Presentation 11.17.20 ENA Downtown SA Parcels

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this "**Agreement**") is between the Oxnard Community Development Commission Successor Agency, a public body, corporate and politic (the "**Successor Agency**"), and Many Mansions, a California nonprofit corporation (the "**Developer**"). The Successor Agency and the Developer are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**". This Agreement will be effective as of the last date this Agreement is signed by all Parties (the "**Effective Date**").

RECITALS

A. The Successor Agency currently owns certain real property located at 538 Meta Street in the City of Oxnard, Assessor Parcel Number 201-0-213-100 (the "Site").

B. On February 3, 2020, the Developer acquired certain real property located at 217-235 East Sixth Street, which is adjacent to the Site on the southern border. The Developer is proposing to develop a 100% affordable housing multi-family development, currently known as Central Terrace Apartments. The development will be restricted to families and individuals earning 60%, 50% and 30% of Area Median Income.

C. The Developer secured site control via an Option to Purchase Agreement for certain real property located at 536 Meta Street, which is adjacent to the Site on the northern border. The Developer is proposing to develop a 100% affordable housing multi-family development, currently known as Aspire Apartments. The development will be restricted to families and individuals earning 60%, 50% and 30% of Area Median Income.

D. On February 13, 2020, the Developer submitted a request for disposition of real property to the City of Oxnard Housing Department "Proposal".

E. The Proposal by the Developer is to acquire the Site for the development of a pocket park, to be made available to the public (the "Project"). The Site would be owned, developed and managed by the Developer in conjunction with the Developer's aforementioned projects, Central Terrace & Aspire Apartments.

F. The Developer commissioned a third-party consultant to produce a Fair Reuse Value Analysis, completed on September 16, 2020. The report determined the market value of the property is $0, based primarily on an analysis of the Site's dimensions and zoning code requirements. The report also cites a California Court of Appeal decision in *People ex rel. Dept. of Public Works v. City of L.A.*, that establishes precedence in the event publicly owned property is transferred solely for the purpose of developing a public park.

G. The Developer is an experienced real estate developer with the capability of planning, designing, engineering, financing, marketing, and developing the Site in a fashion that could achieve the City's objective of providing a pocket park, made available to the public.

NOW, THEREFORE, in consideration of the recitals and mutual covenants and conditions contained in this Agreement, incorporated herein, the Parties agree as follows:

AGREEMENT

1. Site; Site Control.

1.1 The Site is currently vacant and unimproved, is approximately 5,600 square feet (.128acres), and is located at 538 Meta Street in the City of Oxnard (Assessor Parcel Number 201-0-213-100).

1.2 The Successor Agency owns the Site and desires to enter into good faith exclusive negotiations with the Developer for an agreement that would result in the grant of the Site to the Developer, or a limited partnership to be formed by and controlled by the Developer, subject to, and at a mutually-acceptable purchase price reflecting, a restriction that the Site be used for the development of a pocket park, accessible to the public. The term of the restriction would be a 55-year term, running in conjunction with the Developer's affordable housing developments.

2. Negotiation Period; Early Termination.

2.1 The term of this Agreement will be one hundred and eighty (180) days following the Effective Date, unless earlier terminated or extended pursuant to the terms of this Agreement (the "Negotiation Period").

2.2 The Successor Agency shall have the authority to approve up to 2 extensions of the Negotiation Period if the Successor Agency determines, in its sole discretion, that satisfactory progress is being made to achieve the Parties' objectives but that such an extension is necessary in order to finalize discussions or negotiations on mutually satisfactory terms. Each extension shall be in writing and will be for a period of one hundred eighty (180) days.

2.3 Notwithstanding the Negotiation Period, each Party has the right to terminate this Agreement upon 30-days' written notice to the other Party in the event that (i) the Successor Agency or the Developer determines that the Project is infeasible, based on financial or environmental impact considerations; or (ii) the Parties reach an impasse in their negotiations and cannot be resolved after good faith efforts.

3. Exclusive Negotiations.

3.1 During the Negotiation Period, the Developer will have the exclusive right to negotiate with the Successor Agency regarding the development of the Site. The Parties will negotiate in good faith to achieve their objectives and accomplish the tasks described in this Agreement with respect to the Project, and the Developer agrees that it will commit the financial and time resources required to conduct the tasks outlined in this Agreement.

4. Preliminary Project Development Tasks.

4.1 During the Negotiation Period, the Developer's responsibilities, with the cooperation from Successor Agency staff, include the followings tasks:

a) Refine the parameters of the Project and deal structure (*e.g.,* finalize the Purchase and Sale Agreement and any other Successor Agency affordable housing documents).

b) Continue to evaluate the physical condition of the Site for the suitability of the Project.

c) Refine the Project design.

d) Refine the Project budget and development schedule.

e) Undertake all such environmental review required by the California Environmental Quality Act and seek all required discretionary land use entitlements to place the Site in a condition ready for development of the Project.

5. Developer Status.

5.1 Project Managers. The Project Managers for the Developer will be Alexander Russell, Executive Vice President, and Derrick Wada, Associate Director of Real Estate. Other employees, consultants, or representatives who are proposed to be directly involved in the Project will be determined by the Developer and submitted to the Successor Agency upon any such determination.

5.2 Assignment. The Developer may assign this Agreement to an affiliate controlled by the Developer (*e.g.,* a limited partnership and/or limited liability company in which the Developer or its affiliates are the managing general partner(s) or managing member(s), respectively) with the prior written approval of the Successor Agency, which approval shall not be unreasonably withheld. Any assignment approved by the Successor Agency will not be effective unless and until the Developer submits a signed assignment and assumption agreement in a form and with content approved by Successor Agency Counsel.

6. Entry and Inspection of Site.

6.1 License. The Successor Agency hereby grants to the Developer and its employees, agents, consultants, and contractors (the "Related Parties") a license during the Negotiation Period to enter upon the Site between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, for the purposes of inspecting and surveying the Site (a "Permitted Inspection") in connection with the proposed Project. The Developer must notify the Successor Agency in writing of its intention to enter the Site at least 48 hours prior to any of the Related Parties entering the site.

6.2 Indemnity. The Developer agrees to protect, defend, indemnify and hold harmless the Successor Agency and all respective officers, officials, members, employees, agents, and representatives, from any and all claims, demands, causes of action, damages, costs, expenses, losses and liabilities, at law or in equity, of every kind or nature whatsoever, arising out of or in any manner directly or indirectly connected with the entry upon the Site by the Developer or any of its Related Parties and the performance of a Permitted Inspection, other than the discovery of existing conditions on the Site such as hazardous materials.

7. Miscellaneous.

7.1 Notices. Formal notices, demands, and communications between the Successor Agency and the Developer must be given either by (i) personal service, (ii) delivery by reputable overnight document delivery service that provides a receipt showing date and time of delivery, or (iii) U.S. first class certified mail, return receipt requested, addressed to:

Successor Agency: Oxnard Community Development Commission Successor Agency
Attn: Adam Smith, MPA, Project Manager
City Manager's Office
300 W. Third St, Fourth Floor
Oxnard, CA 93030
Telephone: 805.385.3918

Developer: Many Mansions
Attn: Alexander Russell, Executive Vice President
1259 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91362
Telephone: 805.496.4948 ext. 220

Notices will be deemed effective upon receipt. Such written notices, demands, and communications will be sent in the same manner to such other addresses as any Party may from time to time designate by notice given in accordance with this section.

7.2 Interpretation. The terms of this Agreement will be construed in accordance with the meaning of the language used and will not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The section headings are for purposes of convenience only, and will not be construed to limit or extend the meaning of this Agreement.

7.3 Entire Agreement; Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter of this Agreement. Any alteration, change, or modification of or to this Agreement must be in writing and executed on behalf of each Party. The Executive Director of the Successor Agency, or designee, is authorized to negotiate changes to this Agreement on behalf of the Successor Agency. Alex Russell, Executive Vice President of the Developer, is authorized to negotiate changes to this Agreement on behalf of the Developer.

7.4 Counterparts. This Agreement may be executed in counterparts, each of which, after all the Parties have signed this Agreement, will be deemed to be an original, and such counterparts will constitute one and the same instrument.

7.5 No Confidentiality. The Developer acknowledges and agrees that the Successor Agency is a public entity with a responsibility and, in many cases, a legal obligation to conduct its business in a manner open and available to the public. Accordingly, any information provided by the Developer to the Successor Agency with respect to the Site, the Project or the Developer may be disclosed to the public either purposely, inadvertently, or as a result of a public demand, request or order.

7.6 Developer's Sole Remedy for Successor Agency Default. Subject to the Developer's right to terminate this Agreement, the Developer's exclusive remedy for an uncured Successor Agency default under this Agreement is to institute an action for specific performance of the terms of this Agreement. In no event will the Developer have the right, and the Developer expressly waives the right, to seek monetary damages of any kind (including, but not limited to, actual damages, economic damages, consequential damages, or lost profits) from the Successor Agency in the event of a default by the Successor Agency under this Agreement or any action related to this Agreement.

7.7 Time of the Essence. Time is of the essence for each of the Developer's obligations under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES of the Parties have executed this Agreement on the dates set forth below:

"SUCCESSOR AGENCY"

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY,
a public body, corporate and politic

Dated: _____ By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
KANE, BALLMER & BERKMAN
Successor Agency Special Counsel

"**DEVELOPER**"

MANY MANSIONS, a California nonprofit corporation

Dated: _____ By: _____
Rick Schroeder, President

Agreement No. A-8247

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this "**Agreement**") is made and entered into as of this 17th day of November, 2020, by and between the OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic (the "**Successor Agency**"), and the OXNARD HOUSING AUTHORITY, a public body, corporate and politic (the "**Housing Authority**"), collectively referred to as the "**Parties**", with reference to the following:

RECITALS

WHEREAS, the Parties desire to enter into negotiations concerning the development of certain land (the "**Site**") in furtherance of the goals and objectives of the redevelopment plan (the "**Redevelopment Plan**") for the applicable Oxnard redevelopment project area (the "**Project Area**"), as adopted and amended by ordinances of the City Council of the City of Oxnard and incorporated herein by this reference, and the Community Redevelopment Law of the State of California (the "**Community Redevelopment Law**", set forth at California Health and Safety Code Section 33000, *et seq*.); and

WHEREAS, the Housing Authority proposes to acquire and develop the Site for an affordable housing use to be mutually agreed upon by the Parties (the "**Proposed Project**"); and

WHEREAS, the Parties recognize and acknowledge the purpose of this Agreement is to seek to negotiate the terms of a Purchase and Sale Agreement (a "**PSA**") which will accomplish the objectives described in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are hereby incorporated into this Agreement by this reference, as though fully set forth herein.

Section 2. SITE

The Site is located within the Project Area, in the City of Oxnard, State of California, identified as Parcels I-2 through I-5 in the Successor Agency's long-range property management plan, as amended, and assigned assessor parcel numbers 201-0-213-130, 201-213-140, 201-0-272-020, and 201-0-272-030, respectively.

Section 3. PURPOSE OF AGREEMENT

A. The purpose of this Agreement is to provide for the good faith negotiation by the Parties of a PSA, which shall take into consideration, among other items, each of the following:

(i) The disposition of the Site for redevelopment, in accordance with the Redevelopment Plan, for the development and construction of the Proposed Project.

(ii) The coordination of the planning, design, and construction of the development of the Proposed Project to revitalize the Project Area, to maximize its compatibility with the abutting and adjacent uses, and to minimize environmental, traffic, and other impacts on the abutting and adjacent uses.

(iii) The responsibility for development costs of the Proposed Project. Neither the Successor Agency, nor any of its officers, employees or agents have provided any direct or indirect information which in any way would indicate that the Proposed Project is or is not subject to the State of California's prevailing wage requirements.

(iv) Financial consideration to the Successor Agency for conveyance of fee title ownership of the Site to the Housing Authority for purposes of redevelopment pursuant to, and in accordance with, the Community Redevelopment Law.

(v) Such other provisions regarding the participation and responsibilities of the Parties deemed necessary or advisable by the Successor Agency to further the purpose of developing the Proposed Project, revitalizing the Project Area, and meeting all applicable legal requirements.

B. By entering into this Agreement, the Parties' goal is to provide a Proposed Project which implements the Redevelopment Plan and the City of Oxnard's General Plan, completes the objectives of reanimating the Project Area, and compliments the redevelopment activities already begun in the Project Area.

C. Notwithstanding any provisions of this Section 3 of the Agreement, the Housing Authority acknowledges and agrees that nothing in this Agreement shall obligate the Successor Agency to approve a PSA or the Proposed Project or shall otherwise expressly or impliedly obligate the Successor Agency to sell any property or interests therein. The Housing Authority further acknowledges and agrees that the approval of this Agreement and a PSA and the participation in any portion of the Proposed Project by the Successor Agency shall be in the sole and absolute discretion of the Successor Agency. The Housing Authority further acknowledges and agrees that this Agreement does not confer upon the Housing Authority the right to have a PSA, the Proposed Project, or any portion of the Proposed Project approved by the Successor Agency. The Parties in no way intend for this Agreement to impair the abilities of the Successor Agency to exercise its independent, discretionary judgment with regard to a PSA and any and all portions of the Proposed Project. The Parties acknowledge that this Agreement does not obligate the Housing Authority to develop the Proposed Project, but it does obligate the Housing Authority to negotiate diligently and in good faith to prepare a PSA to be entered into by the Parties for the Proposed Project, as set forth

in Section 4 of this Agreement, which PSA would obligate the Housing Authority to develop the Proposed Project.

Section 4. EXCLUSIVE RIGHT TO NEGOTIATE

A. The Successor Agency hereby grants to the Housing Authority and the Housing Authority hereby accepts this Agreement for a period of 180 calendar days, commencing on the date that this Agreement is signed on behalf of the Successor Agency, and continuing in full force and effect until expiration or earlier termination of this Agreement (the "**Term**").

B. Subject to earlier termination of this Agreement, this Agreement shall remain in effect for the Term so long as the Housing Authority has not committed an uncured breach of this Agreement.

C. The Parties agree, so long as this Agreement is effective and for the period set forth in this Section 4, to negotiate diligently and in good faith to prepare a PSA to be entered into by the Parties with regard to the objectives described above and the purposes of this Agreement. During the Term, the Successor Agency agrees not to negotiate for the development of the Site, or any portion thereof, with any party other than the Housing Authority, or approve or conduct a public hearing for any other development of the Site, or any portion thereof.

D. Subject to the reasonable approval of the Successor Agency's Executive Director or designee, the Term may be extended one or more additional times for a period not to exceed an aggregate of 180 calendar days.

E. If the Housing Authority requests an extension of the Term of this Agreement beyond the terms described in Section 4(D) above, then any such extension shall be granted, if at all, in the Successor Agency's sole and absolute discretion.

F. If, upon the expiration of the Term of this Agreement, the Parties have not each approved and executed a PSA, then this Agreement shall automatically terminate, and the Housing Authority shall have no further rights regarding the subject matter of this Agreement or all or any part of the Site, and the Successor Agency shall be free to negotiate with any other persons or entities with regard to all or any part of the Site.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

"SUCCESSOR AGENCY"

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY,
a public body, corporate and politic

Dated: _____ By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
KANE, BALLMER & BERKMAN
Successor Agency Special Counsel

"HOUSING AUTHORITY"

OXNARD HOUSING AUTHORITY,
a public body, corporate and politic

Dated: _____ By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Stephen M. Fischer
Housing Authority General Counsel

Exclusive Negotiating Agreements for Downtown Successor Agency Owned Parcels

Adam Smith, Project Manager

November 17, 2020

CITY OF OXNARD CALIFORNIA

Recommendation

That the Successor Agency:

1. Authorize the Executive Director or designee to execute Agreement No. A-8246 with Many Mansions for the parcel located at 538 S. Meta Street; and
2. Authorize the Executive Director or designee to execute Agreement No. A-8247 with the City Housing Authority for the parcel located at 544 Meta Street and parcel APNs 201-0-272-030, 201-0-272-020, and 201-0-213-130

That the Housing Authority Board of Commissioners authorize the Housing Director to execute Agreement No. A-8247 with the City for the parcel located at 544 Meta Street and parcel APNs 201-0-272-030, 201-0-272-020, and 201-0-213-130

Background

- Over many years, the City's former redevelopment agency, the Community Development Commission (CDC), purchased multiple properties in downtown Oxnard for downtown revitalization purposes
- On February 1, 2012, redevelopment in California came to an end
- The former CDC was prohibited from entering into new contracts or commitments (the Dissolution Law)
- Due to the economic downturn in the late 2000's, and subsequent Dissolution Law, redevelopment in Downtown Oxnard came to a halt

Remaining Successor Agency Parcels

Location of 7 remaining Successor Agency Parcels

Surplus Land Act

December 31, 2020 deadline to get properties under agreement. If properties are not under agreement by this date, then they are subject to the steps outlined in the **Surplus Land Act (ACT).**

Act presents significant administrative and policy considerations and places stringent procedural requirements on what a city or local agency can develop on its properties.

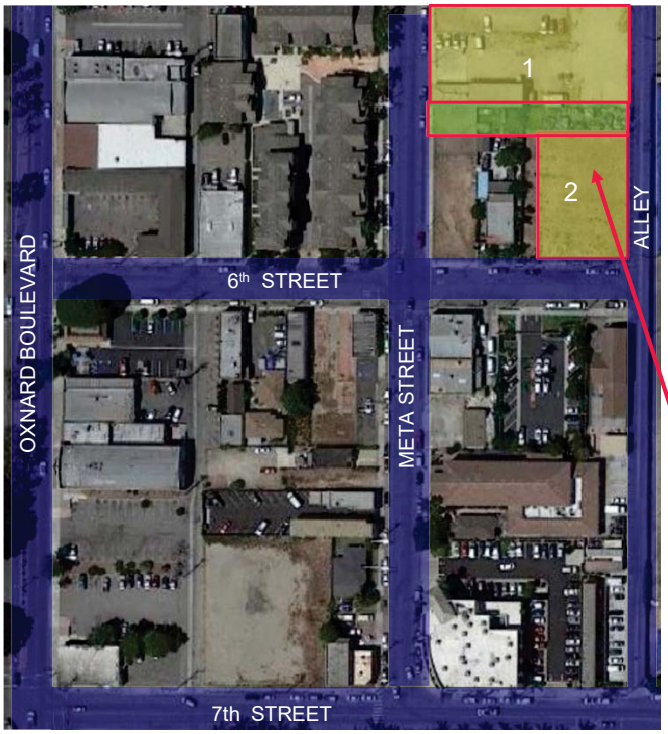
SA Property #1

Proposed ENA Between Successor Agency and Many Mansions

- **LRPMP Value:** $28,140
- **Concept:** Many Mansions to develop a pocket park, accessible to the public.

= Many Mansions Proposed Affordable Housing Developments

SA Property #1



Many Mansions
Project # 1 (concept)
- 88 units, 100% Affordable
- 1,450 SF of common/commercial space

Many Mansions
Project #2 (submitted)
- 87 units, 100% Affordable
- 2,375 SF of common/commercial space

Successor Agency Sites: 2, 3, 6, 7

Proposed ENA Between Successor Agency and Oxnard Housing Authority (OHA) for 4 SA Properties

- **LRPMP Value:**
  - 2: $36,500
  - 3: $90,260
  - 6: $42,990
  - 7: $42,990
- **Funding Source:** In-Lieu Affordable Housing Fees
- **Conceptual Use:** Affordable Housing
- **Issues:** Acquisition of private property (directly north of Successor Parcel 2 and adjacent to Successor Agency Parcel 7).

Potential Projects for OHA sites

Conceptual OHA Project
1
Potential TownHomes

Conceptual OHA Project
2
Up to 6 story Mixed-Use
Affordable Housing

= Proposed OHA Project # 1

= Proposed OHA Project # 2

= Private Property

= City Owned Property

=Parking Authority Property

Location of Additional SA Sites

Additional Successor Agency properties w/ no current plans for development

144 E. Sixth Street
APN: 201-0-272-200

Next Steps

- **November 17, 2020**
  - Present ENAs to Successor Agency and Housing Authority
- **November 18, 2020**
  - Submit ENAs to the Oversight Board for approval
    - If approved, ENAs sent to the State Department of Finance (DOF) – 40 day review period
- **December 31, 2020**
  - Surplus Land Act deadline
- **2021**
  - Present Purchase and Sales Agreements (PSAs) or Development and Disposition Agreements (DDAs) to Successor Agency, Housing Authority, and Oversight Board for approval
  - After approval by Oversight Board, PSAs or DDAs are sent to the DOF for review – 100 day review period

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.5

DATE: November 17, 2020

TO: City Council

FROM: Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org

SUBJECT: Contract for On-Call Internal Auditing Services. (10/10/5)

RECOMMENDATION

That the City Council award and authorize the Mayor to execute a $25,000 contract for on-call internal auditing services with Vasquez & Company LLP.

BACKGROUND

On January 28, 2020, staff came to the Finance and Governance Committee to discuss the Internal Audit Program framework. In that presentation, staff recommended a thorough performance evaluation of each department in the City once every six years. On September 22, 2020, staff advised the Finance and Governance Committee that, until the City locates a source of funding for this comprehensive Internal Audit Program, staff is putting out a request for proposals (RFP) for an internal auditor contract for $25,000. As explained in the RFP, this firm would be used when the majority of the Finance and Governance Committee or a majority of the City Council (or the City Manager or the City Attorney pursuant to their delegated powers) determines that a performance or forensic audit is required, other than for the annual full-City financial audit (completed by the City's external auditors).

DISCUSSION

Staff received seven proposals for the internal auditor as of the deadline of September 30, 2020: Moss Adams LLP, Plante & Moran PLLC, Price Paige & Company, TAP Financials, The Pun Group, Vasquez & Company LLP, and Municipal Auditing Services. One of the firms provided an incomplete proposal and was thus automatically eliminated. The evaluation committee, which was comprised of Councilmember Bert Perello, Councilwoman Gabriela Basua, Assistant CFO Donna Ventura, and Controller Tonya Cheng, scored the remaining six written proposals and requested that three firms return for (virtual) interviews. In the interview process, each firm had 15 minutes for a short presentation and then answered a series of questions. The four evaluators then scored the firms once more.

The evaluation committee recommends that Council award a contract to Vasquez & Company LLP. This firm focuses on the governmental sector, and, according to one of our evaluators, seems to be balanced between internal control, performance, forensic and contract audits and external financial audits. The proposed team has a "Big 4" background, meaning they are highly competent. The client list includes many California cities, and Vasquez provided many good examples of work done for various agencies including three examples of internal control reviews; two performance audits; two special studies; a forensic audit, contract compliance audits; and financial and compliance audits. The proposed team from Vasquez offered to train the Council on how to read audits.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Objective 1b. Establish an Internal Audit Program to complete performance audits of identified programs to ensure compliance with state and federal law and that Council policy is adhered to.

Objective 1c. Develop written procedures to address Internal Control recommendations from Auditor.

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

FINANCIAL IMPACT

Funding for the Internal Audit Services Program in the amount of $25,000 is available in the non-departmental budget for FY 20-21.

COMMITTEE OUTCOME

At the time this Council agenda was published (November 5, 2020), the Finance and Governance Committee had not yet considered the item, as it was placed on its November 10, 2020 agenda. At the Council's November 17, 2020 meeting, staff will provide an update to Council explaining the outcome of the Finance and Governance Committee's discussion.

Prepared by: Shiri Klima, Deputy City Manager

ATTACHMENTS

1. Agreement 9051-20-CM Vasquez & Co., LLP - to be posted by 11/12/20
2. 11.17.20 Internal Auditor Contract Presentation

City Council – November 17, 2020

Item M-5: Contract for On-Call Internal Auditing Services

The final contract document will be posted on the city website by November 12, 2020.

CONTRACT FOR ON-CALL INTERNAL AUDITING SERVICES

Presentation to City Council

Shiri Klima, Deputy City Manager

November 17, 2020

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

2

That the City Council award and authorize the Mayor to execute a $25,000 contract for on-call internal auditing services with Vasquez & Company LLP.

ON-CALL INTERNAL AUDITOR--$25,000*

RFP Schedule

Date	Activity
Sept. 30	Submission of all proposals due
Oct. 5	Review of proposals
Oct. 12	Proposer presentations (if necessary)
Oct. 19	Agreement development/ negotiations
Oct. 27	Finance & Governance Committee
Nov. 17	City Council
Nov. 18	Contracted work begins

*Price Paige is continuing to operate the whistleblower hotline services

THE PROCESS

- Received 7 proposals:
  1. Moss Adams LLP
  2. Plante & Moran PLLC
  3. Price Paige & Company
  4. TAP Financials
  5. The Pun Group
  6. Vasquez & Company LLP
  7. Municipal Auditing Services
- One firm eliminated due to incomplete proposal
- Evaluation committee invites 3 firms to interview

VASQUEZ & COMPANY LLP

- Focuses on the governmental sector
- One of our evaluators said seems to be balanced between internal control, performance, forensic and contract audits and external financial audits
- Proposed team has a “Big 4” background, meaning they are highly competent
- Client list includes many California cities
- Provided many good examples of work done for various agencies including three examples of internal control reviews; two examples of performance audits; two examples of special studies; a forensic audit, contract compliance audits; and financial and compliance audits
- Proposed team offered to train the Council on how to read audits

RECOMMENDATION

That the City Council award and authorize the Mayor to execute a $25,000 contract for on-call internal auditing services with Vasquez & Company LLP.

Questions