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

CITY OF OXNARD CALIFORNIA

AGENDA

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

Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
March 27, 2012
6:15 P.M.

A. ROLL CALL/POSTING OF AGENDA

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

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

D. OPENING CEREMONIES – 7:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

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

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

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (001)
   RECOMMENDATION: Pursuant to Ordinance 2835, approve and authorize the Interim City Manager to execute the attached agreements/contracts and change orders/amendments in amounts more than $25,000 but less than $250,000.
   Legislative Body: CC Contact: Karen Burnham Phone: 385-7430

Development Services Department

2. SUBJECT: Agreement with Southern California Edison for Utility Management System (UMS). (003)
   RECOMMENDATION: 1) Approve Agreement with Southern California Edison (SCE) (A-7470) for up to $277,000 to research UMS software and vendors. Installation and utilization are dependent on the research, only if feasible; and 2) Approve a special budget appropriation to recognize the reimbursement of up to $277,000 to the Contributions Trust Fund.
   Legislative Body: CC Contact: Chris Williamson Phone: 385- 8156

3. SUBJECT: Sixth Amendment to Agreement with URS Energy & Construction Inc. (URS) for Engineering Services for the Rice Avenue/Santa Clara Avenue Interchange Improvement Project at U.S. Highway 101. (007)
   RECOMMENDATION: Approve and authorize the Mayor to execute the sixth amendment to the agreement with URS (A-7240) to increase the amount by $292,564 (a total of $1,766,472) for engineering services for the Rice Avenue/Santa Clara Avenue interchange improvement project at U.S. Highway 101.
   Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871

4. SUBJECT: Authorization to Disburse and Appropriate Revenue from the Public Art Fund. (021)
   RECOMMENDATION: 1) Authorize the disbursement of Public Art Fund revenues in the amount of $200,000 for the purpose of providing funding to various cultural arts organizations, programs, and artists; and 2) Approve a one-time appropriation of revenue in the amount of $200,000 from the Public Art Fund.
   Legislative Body: CC Contact: Matthew G. Winegar Phone: 385-7868

Finance Department

5. SUBJECT: Water Revenue Refunding Bonds, Series 2012. (023)
RECOMMENDATION: 1) That the City Council adopt a resolution authorizing the sale, issuance, and delivery of not more than $10,000,000 in principal amount of City of Oxnard Financing Authority Water Revenue Refunding Bonds, Series 2012, and approving certain documents and authorizing certain actions in connection therewith; and 2) that the City of Oxnard Financing Authority adopt a resolution authorizing the sale, issuance, and delivery of not more than $10,000,000 in principal amount of its Water Revenue Refunding Bonds, Series 2012, and approving certain documents and authorizing certain actions in connection therewith.
Legislative Body: CC/FA Contact: Mike More Phone: 385-7480

Housing Department

6. SUBJECT: Amendment to Resale Restriction Agreement with Peter A. Cortez. (059)
RECOMMENDATION: Approve and authorize the Mayor to execute an Amendment to the Resale Restriction Agreement with Peter A. Cortez (A-7479) for his residence at 2804 Riverpark Blvd., allowing the Cortez family to lease the residence to a low-income family through April 30, 2014.
Legislative Body: CC Contact: Karl Lawson Phone: 385- 8095

Police Department

7. SUBJECT: Gang Violence Suppression Grant Award Amendment. (067)
RECOMMENDATION: 1) Accept a grant award amendment in the amount of $84,458 from California Emergency Management Agency (CalEMA) to increase the amount of grant funds awarded to the City from $360,730 to $445,188; and 2) Authorize the Special Budget Appropriation to recognize grant revenue and appropriate funds.
Legislative Body: CC Contact: Mary Diamond Phone: 385-7612

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

1. SUBJECT: Monthly Budget Status Report for the Period Ending February 29, 2012. (071)
RECOMMENDATION: Receive report.
Legislative Body: CC Contact: James Cameron Phone: 385-7461

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS – 7:15 P.M.

Housing Department

1. SUBJECT: Five-Year/ Annual Agency Plan and Five-Year Capital Fund for Low Rent Public Housing. (087)
   RECOMMENDATION: 1) Hold a public hearing to receive comments concerning the second year of the Five-Year Agency Plan and the 2012 Capital Fund Annual Statement and Five-Year Capital Fund Plan; and 2) Adopt a resolution: (a) Approving the Five-Year/Annual Agency Plan for the Housing Authority; (b) Authorizing and directing the Chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures; (c)Authorizing the Housing Director to execute and submit all reports, documents and all other certifications required to comply with HUD's policies and procedures regarding the Five-Year Agency Plan; (d) Approving the 2012 Capital Fund Annual Statement and Five-Year Capital Fund Plan; and (e) Authorizing the Housing Director to accept and expend the funds as indicated in the revised 2012 Capital Fund Annual Statement and Five-Year Capital Fund Plan.
   Legislative Body: HA Contact: William Wilkins Phone: 385-8094

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. SUBJECT: Verbal Report on Oxnard Community Development Commission Successor Agency and Status of Redevelopment Activities in the City of Oxnard.
   RECOMMENDATION: Receive and consider report.
   Legislative Body: CC/SA Contact: Karen Burnham Phone: 385-7430

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

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

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

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

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

C. CLOSED SESSION - (Continued from page 1)

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.

CC Senko, Marianne v. City of Oxnard, et al.
Ventura County Superior Court Case No. 56-2011-00392819-CU-PO-VTA

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

T. ADJOURNMENT

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 3/27/12

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

Prepared By: Karen R. Bunham, Interim City Manager ______ Agenda Item No. I-1

Reviewed By: City Manager KRB City Attorney AH Finance JC Other *(Specify)*

DATE: March 22, 2012

TO: City Council

FROM: Karen R. Burnham, Interim City Manager
City Manager's Office

SUBJECT: **Agreements for City Council Review**

RECOMMENDATION

That City Council, pursuant to Ordinance 2835, approve and authorize the City Manager, to execute the agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000, which are described on the attached list.

DISCUSSION

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to $25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above $25,000 and up to $250,000.

FINANCIAL IMPACT

Funding information is included on the attached list.

Attachment - #1 – List of Agreements/Contracts and/or Change Orders/Amendments

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office after 8:00 a.m. on Friday prior to the Council meeting.

CITY COUNCI MEETING OF MARCH 27, 2012					
Item No.	Type	Department/Contact	Vendor/Agreement No.	Description/Purpose	Amount
1	**Blanket**	**Fire Department**	**Fisher Scientific**	**Fire Department Equipment**	**$53,334**
	Purchase	Darwin Base	Purchase Order No. 3982	Fisher Scientific is the only vendor that	
	Order	385-7704		carries Oxnard specified coats and pants.	
				Replacing twenty four due to damage and	
				past their service life.	
				Total Amount of Contract: $53,334	
				Funding Source: General Fund	
2	**Change**	**Public Works**	**McCarthy Building, Inc.**	**Change Order No. 76**	**$40,024**
	Order	Lou Balderrama	Agreement No. A-7259	Provides for costs associated with replacing	
		340-5358		two wafer valves in the clean-in-place system	
				with lug valves to provide reliable and improved	
				performance at higher operating pressure.	
				Total Contract Amount: $55,095,408	
				Funding Source: Grants and Water Bond	
				Funds	

2

ATTACHMENT #1
PAGE 1 OF 1

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 03 / 27 / 2012

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

Prepared By: Christopher Williamson, AICP CW   Agenda Item No. I-2

Reviewed By: City Manager ___ City Attorney SMF Fischer Finance ___ Other *(Specify)*

DATE: March 27, 2012

TO: City Council

FROM: **Matthew Winegar, Director**
Development Services Department

SUBJECT: **Agreement with Southern California Edison for Utility Management System (UMS)**

RECOMMENDATION

That City Council:

1. Approve Agreement A-7470 with Southern California Edison (SCE) for up to $277,000 to research UMS software and vendors. Installation and utilization are dependent on the research, only if feasible.

2. Approve a special budget appropriation to recognize the reimbursement of up to $277,000 to the Contributions Trust Fund.

DISCUSSION

On October 1, 2009, the California Public Utilities Commission authorized SCE to conduct a solicitation for energy efficiency strategic planning activities with local governments. Oxnard and SCE agreed to a contract of up to $277,000 to research UMS software and vendors and, depending on the outcome of the research, to acquire and implement a UMS for selected City-owned facilities. The UMS, once initiated, allows real-time tracking of energy use and identification of capital and operational energy savings. An option within the agreement would allow Oxnard to join or create a regional UMS to which other agencies, schools, and similar uses enroll for relatively proportional costs compared to their respective potential energy savings.

The purpose of this Agreement is to authorize the expenditure of SCE funds by the City to implement the agreement pursuant to the SCE-approved scope (Attachment A to the Agreement). The City would retain consultants and use an SCE invoicing system for direct SCE payment of consultants' invoices and City staff time. The planning process would be completed by the end of 2012.

FINANCIAL IMPACT

Reimbursement of $277,000 will be recognized in the Contributions Trust (Fund 571) per the SCE-approved scope of work outlined in this Agreement.

Attachment 1 – Agreement A-7470

Attachment 2 – Special Budget Appropriation

Note: Attachment 1 has been provided to the City Council. Copies are available for review on the City's Internet site (www.ci.oxnard.ca.us) and at the Circulation Desk in the Library after 6:00 p.m. on the Thursday prior to the Council meeting and at the City Clerk's Office after 8:00 a.m. on Friday, March 23, 2012.

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Development Services **Date:** March 15, 2012

Project/Program Manager: Matthew Winegar **Phone:** 7877

Reason for Appropriation:

To recognized reimbursement of $277,000 to the Contributions Trust Fund per. SCE Agreement A-7470

Accounts and Descriptions		**AMOUNT**
Fund: CONTRIBUTIONS TRUST (Fund 571)		
Revenues/Transfers In		
SPECIAL PROJECTS / SCE II PROGRAM (A-7470) (Project No. I41203)		
571-4390-581.75-19	MISCELLANEOUS REVENUES / OTHER REIMBURSEMENT	277,000
	Sub-total Revenues	277,000
Expenditures/Transfers Out		
SPECIAL PROJECTS / SCE II PROGRAM (A-7470) (Project No. I41203)		
571-4390-804.80-01	PERSONAL SERVICES / DIRECT LABOR-REGULAR	77,000
571-4390-804.82-09	CONTRACTS AND SERVICES / SVCS-OTHER PROF/CONTF	200,000
	Sub-total Expenditures	277,000
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**277,000**

Approvals

Department Director ______

Chief Financial Officer James Camua

City Manager ______

REQUIRES CITY COUNCIL AUTHORIZATION

SBA# (Finance Use Only)______

BA Doc# (Finance Use Only)______

Revised 2/23/2010

ATTACHMENT 2

PAGE 1 OF 1

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 3/27/2012

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

Prepared By: Cynthia Daniels CD Agenda Item No. I-3

Reviewed By: City Manager City Attorney Finance Other *Winegar*

DATE: March 19, 2012

TO: City Council

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

SUBJECT: **Sixth Amendment to Agreement with URS Energy & Construction Inc. (URS) for Engineering Services for the Rice Avenue/Santa Clara Avenue Interchange Improvement Project at U.S. Highway 101**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the sixth amendment to the agreement with URS to increase the amount by $292,564 (a total of $1,766,472) for engineering services for the Rice Avenue/Santa Clara Avenue interchange improvement project at U.S. Highway 101 (Agreement No. A-7240).

DISCUSSION

The City Council approved Agreement No. A-7240 on March 9, 2010, the first amendment on July 13, 2010, the second amendment on November 9, 2010, the third amendment on March 22, 2011, and the fifth amendment on December 6, 2011. The fourth amendment was approved by the City Manager on July 12, 2011. The sixth amendment provides for the final year of the construction support services for the interchange. URS provides engineering support services during construction, including but not limited to, responses to requests for information, review of shop drawings, preparation of change orders, and other miscellaneous engineering design services. URS has been notified the City intends to pursue a claim for reimbursement of its expenses for the errors and omissions related to the replacement of the City's 45-inch water line and other impacts. URS did not adequately account for the impact of the fill settlement over the city's existing 45-inch water line. The omission caused delays in the construction and extra expense while the water line replacement was designed and constructed.

FINANCIAL IMPACT

The cost of the agreement is increased by $292,564 (19.85%) for a total of $1,766,472. There are sufficient funds in "Highway 101 – Rice Interchange" Project No. 873114 to fund this request. The project is funded by federal and state grants, and several city sources.

CD

Attachment #1 -Sixth Amendment to Agreement No. A-7240

Agreement No. A-7240

SIXTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES FOR ENGINEERING SERVICES

This Sixth Amendment ("Sixth Amendment") to the Agreement for Professional Services For Architectural, Landscape Architectural, Engineering, or Land Surveying Services ("Agreement") is made and entered into in the County of Ventura, State of California, this day of , 2012, by and between the City of Oxnard, a municipal corporation ("City"), and URS Energy & Construction, Inc. ("Consultant"). This Sixth Amendment amends the Agreement entered into on March 9, 2010, by City and Consultant. The Agreement was amended on July 13, 2010 by a First Amendment, on November 9, 2010 by a Second Amendment, on March 22, 2011 by a Third Amendment, on July 12, 2011 by a Fourth Amendment, and on December 6, 2011 by a Fifth Amendment.

City and Consultant agree as follows:

1. In Section 1 of the Agreement, Exhibit A is supplemented by Exhibit A-5, attached hereto and incorporated herein by reference.

2. In Section 8 of the Agreement, Exhibit B is supplemented by Exhibit B-4, attached hereto and incorporated herein by reference.

3. In Section 14a of the Agreement, the figure "$1,473,908" is deleted and replaced with the figure "$1,766,472." In Section 14a of the Agreement, Exhibit C is supplemented by Exhibit C-5, attached hereto and incorporated herein by reference.

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

CITY OF OXNARD	CONSULTANT
	A Wayne Pietz
Dr. Thomas E. Holden, Mayor	A. Wayne Pietz, Area Manager

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Matthew G. Winegar, Development Services Director

APPROVED AS TO AMOUNT:

Karen R. Burnham

Karen R. Burnham, Interim City Manager

EXHIBIT A-5

US-101/RICE AVENUE INTERCHANGE RECONSTRUCTION

SCOPE OF SERVICES

ENGINEERING SUPPORT SERVICES DURING CONSTRUCTION

AMENDMENT NO. 6

January 6, 2012(rev. 3)

This amendment is to request the budget for the engineering support effort expected in year 2012. The budget is estimated using the assumption that similar effort is to be expended to support the project as has been up-to-date for the last twenty-two months of the project. This amendment recalculates the additional staff-hours projected to support the project for the twelve months in year 2012.

Consultant shall perform the following tasks:

SCOPE OF WORK

5.1– Project Management (Extension of Task 1.1)

The Consultant will provide day-to-day contact with the City Project Manager and Resident Engineer, direct design staff on assigned tasks, provide internal review of deliverables and correspondence, and prepare monthly progress reports and invoices. The Consultant will attend coordination meetings with the City, County, Caltrans and utility companies. The Consultant will coordinate project activities with sub-consultants and utility companies.

Assumptions:
The average time/hours for project manager and administration have been 22 hours/month and 3 hours/month respectively. Extended scope is estimated at 300 hours. (25 hours/month x 12 months = 300 hours)

5.2 – Attending Construction meeting (Extension of Task 1.2)

The Consultant will attend the weekly construction meeting, as directed by City or Resident Engineer, and provide coordination with the Irvine based design team. Attendance may be via teleconference or in person, as determined appropriate by City or Resident Engineer.

Assumptions:
The average time/hours for project manager and project engineer have been 24 hours/month and 12 hours/month respectively. This task is expected to take 5 hours/month for project manager for the remainder of the project. The remaining budget of this task as of December 2011should support another month into year 2012. Extended scope is estimated at 55 hours. (5 hours/month x 11 months = 55 hours)

Task 5.3– Review and Response to RFI (Extension of Task 1.3)
The Consultant will review and respond to Requests for information (RFIs) from the contractor. Every RFI will be logged and the response will be checked before it is sent out to the contractor. The Consultant will also make site visits/field observation to assist and ensure the work in progress conforms to the site conditions.

Assumptions:
The average time/hours is estimated to be 40 hours per month for year 2012 on this task. Extended scope is estimated at 480 hours. (40 hours x 12 months = 480 hours) The consultant will provide an estimated response schedule within 24 hours when each RFI is received.

Task 5.4– Assist in Preparation of Change Orders (Extension of Task 1.4)

The Consultant will assist the City in reviewing Request for Change Order/Notice of Potential Claims from the contractor, and provide support in preparation of Change Orders, if directed by the City. The consultant will also provide necessary coordination/interaction with the contractor and Caltrans, as directed by the City.

Assumptions:
The average time/hours for this task are 19 hours/month. Remaining budget should support another 3 months of this task. Extended scope is estimated at another 171 hours. (19 hours x 9 months = 171 hours)

Task 5.5 – Review of Contractor's submittals (Extension of Task 1.5)

The Consultant will review contractor's submittals and shop drawings. The review of shop drawings will include working drawing submittals, contractor's submittals, construction contractor's proposed substitutions, and other submittals that are requested by the Resident Engineer.

Assumptions:
The average time/hours for this task are 19 hours/month. Remaining budget should support another 2 months of this task. Extended scope is estimated at another 190 hours. (19 hours x 10 month = 190 hours)

Task 5.6 – Miscellaneous designs and studies directed by the City (Extension of Task 2.2)

The Consultant will provide design/study services directed by the City.
This task will include, but not limited to, the following services:

1. Attend work shops with CM team and Contractor.
2. Provide support to the CM team as directed.
3. Assist preparation of easement/legal descriptions.
4. Modify address map for the City.
5. Performing other future engineering tasks directed by the City.
6. Provide miscellaneous support after construction as directed by the City.

Assumptions:
The average time/hours for this task is 75 hours/month. It is expected the monthly staff-hours would be reduced to 24 hours/month for the remainder of the project. Remaining budget should support another month of this task. Extended scope is estimated at another 264 hours. (24 hours x 11 month = 264 hours)

EXHIBIT B-4

SCHEDULE

Tasks 5.1 thru 5.6: These tasks are expected to be continuous till the end of the project.

EXHIBIT C-5

These services will be performed on a Time-and-Material Basis based on not-to-exceed amount as shown is Exhibit C-5. (See following pages for breakdowns of tasks and estimated fee).

Sub-Consultants.	Accumulated Fee to Amendment 5	Change	Revised
Kleinfelder	$224,407	$10,000	$234,407
Katz, Okitsu & Associates	$16,000	$15,000	$31,000
Lynn Capouya, Inc.	$12,502	$20,000	$32,502
IDC, Inc.	$44,956	None	$44,956
Total	**$297,865**	**$45,000**	**$342,865**

Lynn Capouya, Inc.
LANDSCAPE ARCHITECTS

17992 Mitchell South, Suite 110, Irvine, CA 92614 p: 949.756.0150 f 949 756 1635 design@lcapouya.com

ADDITIONAL SERVICES PURCHASE ORDER: #1

date: **Revised January 18, 2012**

to: Mr. Shenping Chou, P.E.
URS
2020 East 1st Street, Suite 400
Santa Ana, CA

Project **City of Oxnard - Rice Ave. at I-101 Interchange**

LCI Project # 5135.00 **By:** Gerry Ohta

Re: Modification to Landscape/Irrigation at Shell Station (off-site) and Auto Center Drive (North side) and Santa Clara Ave. (East side)

LYNN CAPOUYA, INC., LANDSCAPE ARCHITECTS will provide the following additional services beyond the contract scope pursuant to the terms of the original agreement.

Description of Services:

		HOURS
1.01	Site Issues/Field Investigation and Review Site Information	8.00
1.02	Coordinate Site Plan Data	5.00
1.03	Prepare Planting Plan (1:500)	20.00
1.04	Prepare Irrigation Plan (1:500)	40.00
1.05	Prepare Irrigation Water Calculations	8.00
1.06	Prepare Statement of Probable Cost	6.00
1.07	In-House QA/QC Procedures	10.00
1.08	Submit CD Submittal for City Review	2.00
1.09	Revisions Per Client Comments	6.00
1.10	Design Team Coordination	4.00
1.11	Upload Construction Documents/Download Design Files	3.00
	TOTAL HOURS:	112.00

Authorized Per:

Per email request Shenping Chou dated Jan. 13 & Jan. 17, 2012

Requested Date of Completion: TBD

Estimated Cost of Additional Services: **$12,306.00**

Principal in Charge	1 /hours @	$196.00	$196.00
Project Manager	6 /hours @	$148.00	$888.00
Landscape Architect	12 /hours @	$133.00	$1,596.00
Irrigation Designer	28 /hours @	$117.00	$3,276.00
Draftsperson 1	0 /hours @	$100.00	$0.00
Draftsperson 2	65 /hours @	$90.00	$5,850.00
Administrative Assistant	0 /hours @	$63.00	$0.00
	112 TOTALS		$11,806.00
	Reimbursable Expenses (allow)		$500.00

Assumptions

1.00 All work to be designed per City of Oxnard standards but included as a part of the Caltrans set of plans for Rice Interchange

2.00 Existing site elements including signage, landscape, irrigations system and points of connections, utilities to be field verified with City Maintenance staff.

3.00 Irrigation/Planting Details and technical specifications will be per the Caltrans Construction Documents for Rice Interchange Project

4.00 Any additional site topographic information including right of ways, utility easements, irrigation equipment locations, signage locations, site lighting will be provided by the Client.

Please execute and return this order to our office at your earliest convenience as receipt of the form and any revised documents will serve as required written authorization to proceed as required per our agreement.

Time of completion for the additional work will be 10 working days following receipt of the authorized purchase order and all data required to complete the work.

Respectfully submitted,

Lynn Capouya, President
LYNN CAPOUYA, INC.
A California Corporation
h:\office\masters\change-order.xls

Authorized by:

Sheng Jing Chen, Project Manager
Name, Title
1-18-2012

Lynn Capouya, Inc.
LANDSCAPE ARCHITECTS

17992 Mitchell South, Suite 110, Irvine, CA 92614 p: 949.756.0150 f: 949.756.1635 design@lcapouya.com

ADDITIONAL SERVICES PURCHASE ORDER: #2

date: January 17, 2012

to: Shenping Chou
URS
2020 East 1st Street, Suite 400
Santa Ana, CA 92705-4032

re: **Interstate 101 at Rice Ave. Interchange - City of Oxnard, CA**
Subject: Revise Construction Documents to delete Phoenix Palms and Substitute with Canopy Trees

LCI Project # 5135.00 **By:** Gerry Ohta

LYNN CAPOUYA, INC., LANDSCAPE ARCHITECTS will provide the following additional services beyond the contract scope pursuant to the terms of the original agreement.

Description of Services:		HOURS
1.01	Revise Plant List (Sheet LI-1)	3.00
1.02	Revise Planting Plans (Sheet PP-3 thru PP-5)	9.00
1.03	Revise Irrigation Plans (Sheet IP-3 thru IP-5)	12.00
1.04	Revise Irrigation Calculations	8.00
1.05	Update BEES Cost Estimate	6.00
1.06	QA/QC Procedures	6.00
1.07	Submit Revised PS&E for Client Review	2.00
1.08	Modify PS&E per Client Comments	5.00
1.09	Submit final revisions for issue	3.00
1.10	Project Management	2.00
	TOTAL HOURS:	**56.00**

Authorized Per:
Per email by Shenping Chou dated Jan. 15, 2012 & Jan 17, 2012

Requested Date of Completion: TBD

Estimated Cost of Additional Services: **$6,181.00**

Principal in Charge	1.00 /hours @	$196.00	$196.00
Project Manager	8.00 /hours @	$148.00	$1,184.00
Landscape Architect	7.00 /hours @	$133.00	$931.00
Irrigation Designer	11.00 /hours @	$117.00	$1,287.00
Draftsman 1	0.00 /hours @	$100.00	$0.00
Draftsman 2	28.00 /hours @	$90.00	$2,520.00
Admin. Assistant	1.00 /hours @	$63.00	$63.00
	56.00 TOTALS		$6,181.00
	Reimbursable Expenses (allow)		$0.00

Please execute and return this order to our office at your earliest convenience as receipt of the form and any revised documents will serve as required written authorization to proceed as required per our agreement.

Time of completion for the additional work will be 5 working days following receipt of the authorized purchase order and all data required to complete the work.

Respectfully submitted, Authorized by:

Shengjing Chwa, Project Manager 1-18-201
Name, Title Date

Lynn Capouya, President
LYNN CAPOUYA, INC.
A California Corporation
h:\office\masters\change-order.xls

ATTACHMENT 1
PAGE 10 OF 12

EXHIBIT C-5

COST PROPOSAL
US-101/RICE AVENUE INTERCHANGE RECONSTRUCTION
ENGINEERING SERVICES DURING CONSTRUCTION

URS Energy & Construction
1/6/2011(rev. 3)

I. DIRECT SALARY COSTS

Personnel Category	Rates	Hours	Subtotal
Project Manager	$86.07	501	$43,121
Senior Engineer	$68.19	156	$10,638
Engineer/Designer	$44.36	395	$17,522
Professional III	$67.32	178	$11,983
Senior Engineer	$29.12		
Senior Project Engineer	$53.20		
Admin	$30.28	4	$121
Drafter/Technician	$28.80	184	$5,299
Project Control	$31.88	42	$1,339
	Subtotal	1,460	$90,023 (1)

II. INDIRECT RATE

INDIRECT RATE 150.00% x $ 90,023 (Subtotal) =Subtotal $ 135,035

Subtotal $ $135,035 (2)

III. FIXED FEE

10% x $ 225,058 (Total (1)+(2)) =Subtotal $ $22,506 (3)

IV. OTHER DIRECT COSTS

Item	Amount
Travel (Mileage)	
Reproduction	
Mail	

Subtotal $ (4)

V. SUBCONTRACTOR'S COSTS

Kleinfelder West	$10,000.00
Katz, Okitsu & Associates, Inc. (Traffic & Electrical)	$15,000.00
Lynn Capouya, Inc. (Landscaping)	$20,000.00
IDC, Inc	

ATTACHMENT 1
PAGE 1 OF 12

Subtotal $ $45,000 (5)

VI. TOTAL AMOUNT

Previous Budget(Original + Amend. 1 thru 5) = $1,473,908

Amendment 6 = $292,564 (Total 1-5)

Total Contract Budget= $1,766,472

EXHIBIT C-5
COST PROPOSAL
ENGINEERING DESIGN SERVICES DURING CONSTRUCTION
US-101/RICE AVENUE INTERCHANGE RECONSTRUCTION

rev. 3) TASK	DESCRIPTION	Project Manager	Senior Engineer	Engineer/Designer	Professional III	Senior Engineer	Senior Project Engineer	Admin	Drafter/Technician	Project Control	TOTAL HOURS
		$86.07	$68.19	$44.36	$67.32	$29.12	$53.20	$30.28	$28.80	$31.88	
5.1	Project Management	264								36	300
5.2	Attending Construction Meeting	55									55
5.3	Review and Respond to RFIs	90	50	200	50				84	6	480
5.4	Assist in preparation of Change Orders	32	32	63					44		171
5.5	Review of Contractor's submittals	30	56	56	48						190
5.6	Miscellaneous designs and studies directed by the City	30	18	76	80			4	56		264
	Sub Total	501	156	395	178			4	184	42	1,460
	Grand Total	**501**	**156**	**395**	**178**			**4**	**184**	**42**	**1,460**

ATTACHMENT 1
PAGE 12 OF 12

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 03 / 27 / 2012

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

Prepared By: Matthew G. Winegar MGW   Agenda Item No. I-4

Reviewed By: City Manager KB   City Attorney SMF   Finance   Other *(Specify)*

DATE: March 15, 2012

TO: City Council

FROM: Matthew G. Winegar, Development Services Director MGW
Development Services Department

SUBJECT: Authorization to Disburse and Appropriate Revenue from the Public Art Fund

RECOMMENDATION

That City Council:

1. Authorize the disbursement of Public Art Fund revenues in the amount of $200,000 for the purpose of providing funding to various cultural arts organizations, programs, and artists.

2. Approve a one-time appropriation of revenue in the amount of $200,000 from the Public Art Fund.

DISCUSSION

The Cultural Arts Committee recommends the appropriation of $200,000 from the Public Art Fund to be allocated to various Oxnard-based arts organizations and artists in the form of grants to support ongoing operations and cultural activities and encourage local artist development through the 2012 Cultural Arts Grant Program. A Request for Proposal (RFP) will be issued which establishes the criteria for grant eligibility, categories of grant recipients, and ranges of potential grant awards.

FINANCIAL IMPACT

Funds in the amount of $200,000 are available for a one-time appropriation to account 547-4270-804-8209.

MGW/djo

Attachment #1 - Special Budget Appropriation

CITY OF OXNARD

REQUEST FOR SPECIAL BUDGET APPROPRIATION

To the City Manager: March 27, 2012

Request is hereby made for an appropriation of total . . . . $ 200,000

Reason for appropriation: Appropriation of Public Art Fund revenue

FUND	DESCRIPTION/ACCOUNT	AMOUNT
Public Art Fund 547	Public Art Fund 547-4270 804.8209 - Svcs-Other Prof/Contract	200,000

Net Estimated Change to Public Art Fund (200,000)

Manager

CHIEF FINANCIAL OFFICER

DOES NOT REQUIRE CITY COUNCIL APPROVAL

Disposition

Approved ____________

Rejected ____________

Transfer by Journal Voucher ____________

City Manager

ATTACHMENT 1
PAGE 1 **OF** 1

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 03/27/2012

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

Prepared By: Michael More MM Agenda Item No. I-5

Reviewed By: City Manager KP City Attorney AH Finance JC Other *(Specify)*

DATE: March 15, 2012

TO: City Council
City of Oxnard Financing Authority

FROM: James Cameron, Chief Financial Officer James Cameron
Finance Department

SUBJECT: **Water Revenue Refunding Bonds, Series 2012**

RECOMMENDATION

That City Council adopt a resolution authorizing the sale, issuance, and delivery of not more than $10,000,000 in principal amount of City of Oxnard Financing Authority Water Revenue Refunding Bonds, Series 2012, and approving certain documents and authorizing certain actions in connection therewith.

That the City of Oxnard Financing Authority adopt a resolution authorizing the sale, issuance, and delivery of not more than $10,000,000 in principal amount of its Water Revenue Refunding Bonds, Series 2012, and approving certain documents and authorizing certain actions in connection therewith.

DISCUSSION

Due to extremely low interest rates, an opportunity currently exists to refinance (refund) the City's 2001 Water Revenue Bonds ("2001 Bonds") at substantial savings to the Water Enterprise Fund. The 2001 Bonds were sold on July 17, 2001 and were issued to (i) refund the City's prior 1993 Water Revenue Bonds, and (ii) provide $3.3 million in new money for water rehabilitation projects. The 2001 Bonds have a remaining principal balance of $10.035 million and a final maturity date of June 1, 2030.

The proposed City of Oxnard Financing Authority Water Revenue Refunding Bonds, Series 2012 ("2012 Bonds") will refund the 2001 Bonds at an estimated savings of approximately $80,000 annually, which would result in a net present value savings of approximately $1 million. The 2012 Bonds will maintain the same final maturity date as the 2001 Bonds of June 1, 2030, and no project funding will be raised in conjunction with this bond offering. The proceeds of the 2012 Bonds will be used: (i) to provide funds to retire the 2001 Bonds on June 1, 2012, and (ii) to pay costs of issuance associated with the 2012 Bonds.

The approval of the City Resolution (Attachment No. 1) accomplishes the following:

- Approves the form of the following documents:
    - Installment Purchase Agreement (Attachment No. 3)
    - Trust Indenture (Attachment No. 5)
    - Contract of Purchase (Attachment No. 7)
    - Preliminary Official Statement (Attachment No. 8)
    - Post-Issuance Tax Compliance Policy (Attachment No. 9)
- Authorizes the Mayor, Mayor Pro-Tem, the City Clerk, and the Chief Financial Officer to execute all of the above documents as necessary, and such other documents and certifications that may be necessary to consummate the transaction.
- Approves the sale of the 2012 Bonds to the underwriter, Stone & Youngberg, at a true interest cost not greater than 4.25%, at an underwriter's discount of not more than 0.75%.

The approval of the City of Oxnard Financing Authority (COFA) Resolution (Attachment No. 2) accomplishes the following:

- Approves the form of the following documents:
    - Installment Purchase Agreement (Attachment No. 3)
    - Assignment Agreement (Attachment No. 4)
    - Trust Indenture (Attachment No. 5)
    - Continuing Disclosure Agreement (Appendix E to Attachment No. 8)
    - Escrow Agreement (Attachment No. 6)
    - Contract of Purchase (Attachment No. 7)
    - Preliminary Official Statement (Attachment No. 8)
    - Post-Issuance Tax Compliance Policy (Attachment No. 9)
- Appoints Wells Fargo Bank, National Association as Trustee.
- Authorizes the Controller to select a municipal bond insurer to insure payments of principal and interest if the Controller determines that a municipal bond insurance policy issued by such insurer will result in a lower interest rate or yield to maturity with respect to the 2012 Bonds.
- Authorizes the Chairman, Vice Chairman, the Secretary and the Controller to execute all of the above documents, and such other documents and certifications that may be necessary to consummate the transaction.
- Approves the sale of the 2012 Bonds to the underwriter, Stone & Youngberg, at a true interest cost not greater than 4.25%, at an underwriter's discount of not more than 0.75%.

It is anticipated that the 2012 Bonds will be sold on April 4, 2012 and proceeds of the sale of the 2012 Bonds are expected to be received by April 18, 2012.

The Post Issuance Tax Compliance Policy is designed to ensure compliance with all federal tax laws and regulations applicable to tax-exempt and direct pay subsidy bonds issued by the City of Oxnard.

FINANCIAL IMPACT

There is no financial impact to the current Fiscal Year 2011-12 budget resulting from the issuance of the 2012 Bonds. From Fiscal Year 2012-13 through Fiscal Year 2029-30, the Water Enterprise Fund will save approximately $80,000 annually from the issuance of the 2012 Bonds, at a net present value savings of approximately $1 million.

MJM

Attachment #1 - City Resolution
#2 - COFA Resolution
#3 - Installment Purchase Agreement
#4 - Assignment Agreement
#5 - Trust Indenture
#6 - Escrow Agreement
#7 - Contract of Purchase
#8 - Preliminary Official Statement
#9 - Post-Issuance Tax Compliance Policy

Note: Attachments No. 3, 5, 7, and 8 have been provided to the City Council. Copies are available for review at the Help Desk in the Library after 6:00 p.m. on the Thursday prior to the Council meeting and at the City Clerk's Office after 8:00 a.m. on Friday.

RESOLUTION NO. ________

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE SALE, ISSUANCE, AND DELIVERY OF NOT MORE THAN $10,000,000 IN PRINCIPAL AMOUNT OF CITY OF OXNARD FINANCING AUTHORITY WATER REVENUE REFUNDING BONDS, SERIES 2012, AND APPROVING CERTAIN DOCUMENTS AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Oxnard Financing Authority, a joint exercise of powers entity organized and existing under the laws of the State of California (the "Authority"), has the authority, among other things, to assist the City of Oxnard, a municipal corporation organized and existing under and by virtue of the constitution and laws of the State of California (the "City"), in financing and refinancing certain installment payment obligations; and

WHEREAS, the Authority has issued, pursuant to that certain Trust Indenture, dated as of June 1, 2001 (the "2001 Indenture"), by and among the Authority, the City, and Wells Fargo Bank, National Association, as trustee, $12,410,000 in original principal amount of its Water Revenue Refunding and Project Bonds, Series 2001 (the "2001 Bonds"), of which $9,725,000 in principal amount is currently outstanding; and

WHEREAS, the 2001 Bonds are secured by the installment payments to be made by the City from the Net Water System Revenues (as defined in that certain Amended and Restated Installment Purchase Agreement, dated as of June 1, 2001, by and between the City and the Authority, as amended by that certain First Amendment to Amended and Restated Installment Purchase Agreement, dated as of January 27, 2004, by and between the City and the Authority (collectively, the "2001 Restated Installment Purchase Agreement"), pursuant to the 2001 Restated Installment Purchase Agreement; and

WHEREAS, in order to reduce the installment payments payable by the City under the 2001 Restated Installment Purchase Agreement, the City proposes that the Authority refund, on a current refunding basis, the 2001 Bonds and that the City and the Authority enter into an Amended and Restated Installment Purchase Agreement (the "Installment Purchase Agreement"), which will amend and restate in its entirety the 2001 Restated Installment Purchase Agreement; and

WHEREAS, pursuant to Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (Sections 53580 and following of said Government Code) (the "Refunding Law") and the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the California Government Code) (the "Act"), the Authority is authorized to issue refunding bonds to refund the 2001 Bonds and to sell the Bonds at public sale or on a negotiated sale basis; and

WHEREAS, the City proposes to enter into a Trust Indenture (the "Indenture") by and among the City, the Authority, and Wells Fargo Bank, National Association, as trustee (the "Trustee"), to provide for the issuance of not more than $10,000,000 in aggregate principal amount of City of Oxnard Financing Authority Water Revenue Refunding Bonds, Series 2012 (the "Bonds"), the proceeds of which Bonds will be used to finance the costs to (1) refund the

2001 Bonds on a current refunding basis, (2) provide for the reserve fund with respect to the Bonds, and (3) pay costs incurred in connection with the issuance, sale, and delivery of the Bonds; and

WHEREAS, this City Council of the City (this "City Council") has determined that the issuance of the Bonds pursuant to the Refunding Law and the Act does not require approval of the qualified electors of the City; and

WHEREAS, the Bonds will be secured by certain installment payments (the "2012 Installment Payments") to be made by the City from the Net Water System Revenues (as defined in the Installment Purchase Agreement) pursuant to the Installment Purchase Agreement, which 2012 Installment Payments will be sufficient to provide the amount necessary to pay the principal of and interest on the Bonds; and

WHEREAS, the City understands that the 2012 Installment Payments will be assigned by the Authority to the Trustee pursuant to an Assignment Agreement (the "Assignment Agreement") by and between the Authority and the Trustee; and

WHEREAS, the City understands that the Authority may select a municipal bond insurer to insure payments of principal and interest with respect to the Bonds to provide additional credit support for the Bonds and may undertake all acts necessary to obtain such insurance; and

WHEREAS, this City Council has determined that, because of the need for flexibility in timing the sale of the Bonds to achieve maximum interest cost savings, it is desirable to sell the Bonds on a negotiated sale basis; and

WHEREAS, to effectuate such negotiated sale, Stifel, Nicolaus & Company, Incorporated, dba Stone & Youngberg, a Division of Stifel Nicolaus, Inc., as underwriter (the "Underwriter"), expects to purchase the Bonds pursuant to a Contract of Purchase (the "Purchase Contract") by and among the Authority, the City, and the Underwriter; and

WHEREAS, this City Council has appointed First Southwest Company as financial advisor (the "Financial Advisor") to, among other things, advise the City and the Authority with respect to Bond interest rates, underwriting fees, and other financing matters relating to the issuance of the Bonds; and

WHEREAS, this City Council has appointed Goodwin Procter LLP as bond counsel ("Bond Counsel") and disclosure counsel ("Disclosure Counsel") to prepare proceedings for the issuance, sale, and delivery of the Bonds and to prepare and review the form and content of initial and continuing disclosure materials, including, without limitation, a preliminary official statement (the "Preliminary Official Statement") and a final official statement, in connection with the issuance of the Bonds; and

WHEREAS, the City proposes that the Authority enter into a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") by and between the Authority and the Trustee, as dissemination agent (the "Dissemination Agent"), to provide for the Authority's continuing disclosure obligations with respect to the Bonds under Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"); and

WHEREAS, the City proposes that the Authority enter into an Escrow Agreement (the "Escrow Agreement") by and between the Authority and Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent"), to provide for the payment and redemption of all outstanding 2001 Bonds on June 1, 2012; and

WHEREAS, in order to facilitate compliance with requirements of the Internal Revenue Code of 1986 and other applicable laws and rules and regulations, the City proposes to adopt Post-Issuance Tax Compliance Policy and Procedures Relating to Tax-Exempt and Direct Pay Subsidy Bonds (the "Post-Issuance Tax Compliance Policy"); and

WHEREAS, the forms of the following documents are on file with the City Clerk of the City (the "City Clerk") and have been submitted to this City Council, and the Chief Financial Officer of the City, acting as such on behalf of the City (the "Chief Financial Officer") and acting as the Controller of the Authority on behalf of the Authority (the "Controller"), in consultation with the Underwriter, the Financial Advisor, Bond Counsel, and Disclosure Counsel, has examined and approved each document and has recommended that this City Council direct the completion, where appropriate, and the execution and delivery of such documents and the consummation of such financing:

(1) Purchase Contract;
(2) Preliminary Official Statement;
(3) Installment Purchase Agreement;
(4) Indenture;
(5) Assignment Agreement;
(6) Continuing Disclosure Agreement;
(7) Escrow Agreement; and
(8) Post-Issuance Tax Compliance Policy

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY FIND, DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

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

SECTION 2. The Installment Purchase Agreement is approved in substantially the form on file with the City Clerk. The Mayor of the City (the "Mayor") and the City Clerk are authorized and directed, for and in the name of the City, to execute and deliver the Installment Purchase Agreement with such changes, insertions, and omissions as the Chief Financial Officer shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The Indenture is approved in substantially the form on file with the City Clerk. The Mayor and the City Clerk are authorized and directed, for and in the name of the City, to execute and deliver the Indenture with such changes, insertions, and omissions as the Chief Financial Officer shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 4. The City understands, acknowledges, and agrees that the Assignment Agreement, the Continuing Disclosure Agreement, and the Escrow Agreement, in the forms on file with the City Clerk, are subject to such changes, insertions, and omissions as the Controller shall require or approve.

SECTION 5. The Purchase Contract is approved in substantially the form on file with the City Clerk. The Chief Financial Officer is authorized and directed, for and in the name of the City, upon receipt of a complete Purchase Contract from the Underwriter, to execute and deliver the Purchase Contract with such changes, insertions, and omissions as the Chief Financial Officer or the Financial Advisor shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided that the aggregate principal amount of the Bonds shall not exceed $10,000,000, the interest rates or yields to maturity on the Bonds are such that the true interest cost does not exceed four and one-quarter of one percent (4.250%), and the underwriting fee payable to the Underwriter with respect to the Bonds does not exceed three-quarters of one percent (0.750%), excluding any original issue discount or premium.

SECTION 6. The Preliminary Official Statement is approved in substantially the form on file with the City Clerk, with such modifications to the Preliminary Official Statement, whether by corrections or additions thereto or by supplement or amendment thereof, as shall be approved by Disclosure Counsel and by the Controller. The Underwriter is authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the initial purchase of the Bonds and is directed to deliver copies of the final Official Statement to all actual initial purchasers of the Bonds. Such final Official Statement shall be in the form of the Preliminary Official Statement with such changes, insertions, and omissions as may be approved by the Controller.

SECTION 7. The Bonds, in an aggregate principal amount not to exceed $10,000,000 (which aggregate amount shall be finally determined by the Controller), designated "City of Oxnard Financing Authority Water Revenue Refunding Bonds, Series 2012," are authorized to be issued, sold, and delivered by the Authority in accordance with the terms and provisions of the Indenture and the Purchase Contract. The proceeds from the sale of the Bonds shall be deposited as provided in the Indenture.

SECTION 8. The City understands, acknowledges, and agrees that the Controller has been or will be authorized by the Governing Board of the Authority (a) to select a municipal bond insurer to insure payments of principal and interest with respect to the Bonds if the Controller determines that a municipal bond insurance policy issued by such insurer will result in a lower interest rate or yield to maturity with respect to the Bonds and to undertake all acts necessary to obtain such insurance, and (b) if the Controller determines that it is in the best interest of the Authority to obtain a surety bond or similar instrument, as permitted under the Indenture, for all or a portion of the Reserve Fund Requirement (as defined in the Indenture) and to enter into an agreement with a surety provider selected by the Controller.

SECTION 9. The Post-Issuance Tax Compliance Policy is approved in substantially the form on file with the City Clerk, with such changes, insertions, and omissions as the Chief Financial Officer, in consultation with Bond Counsel and the Financial Advisor, shall require or approve. The Chief Financial Officer is further authorized and directed, for and in the name of the City, to amend and update the Post-Issuance Tax Compliance Policy from time to time, with such changes therein as Bond Counsel or the Financial Advisor may require or approve.

SECTION 10. The Mayor, the Mayor Pro-Tem of the City (the "Mayor Pro-Tem"), the City Clerk, the Chief Financial Officer, and any other proper officer of the City are authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents necessary or proper for carrying out the transactions contemplated by the Installment Purchase Agreement, the Indenture, the Purchase Contract, the Assignment Agreement, the Continuing Disclosure Agreement, the Escrow Agreement, the Post-Issuance Tax Compliance Policy, and this Resolution and to execute and deliver any and all certificates and representations, including signature certificates, no-litigation certificates, tax certificates, and certificates concerning the preliminary or final Official Statement describing the Bonds, necessary and desirable to accomplish the transactions described in such documents or as set forth above.

SECTION 11. Any document the execution of which by the Mayor is authorized by this Resolution shall, in the absence or inability to act of the Mayor, be executed by the Mayor Pro-Tem or by any authorized designee of the Mayor or the Mayor Pro-Tem. Any document the execution of which by the City Clerk is authorized by this Resolution shall, in the absence or inability to act of the City Clerk, be executed by any person so designated in writing by the City Clerk or by any other proper officer of the City acting on behalf of the City Clerk. Any document the execution of which by the Chief Financial Officer is authorized by this Resolution shall, in the absence or inability to act of the Chief Financial Officer, be executed by the Financial Services Manager of the City or, in the absence or inability to act of such Financial Services Manager, by any person so designated in writing by the Chief Financial Officer or by any other proper officer of the City acting on behalf of the Chief Financial Officer.

SECTION 12. All actions previously taken by this City Council and by the officers and staff of the City with respect to the matters addressed by this Resolution are approved, ratified, and confirmed.

[The remainder of this page is intentionally left blank.]

SECTION 13. This Resolution shall take effect from and after its date of adoption.

APPROVED AND ADOPTED this 27th day of March, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

James Cameron,
Chief Financial Officer

RESOLUTION NO. ____________

RESOLUTION OF THE GOVERNING BOARD OF THE CITY OF OXNARD FINANCING AUTHORITY AUTHORIZING THE SALE, ISSUANCE, AND DELIVERY OF NOT MORE THAN $10,000,000 IN PRINCIPAL AMOUNT OF ITS WATER REVENUE REFUNDING BONDS, SERIES 2012, AND APPROVING CERTAIN DOCUMENTS AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Oxnard Financing Authority, a joint exercise of powers entity organized and existing under the laws of the State of California (the "Authority"), has the authority, among other things, to assist the City of Oxnard, a municipal corporation organized and existing under and by virtue of the constitution and laws of the State of California (the "City"), in financing and refinancing certain installment payment obligations; and

WHEREAS, the Authority has issued, pursuant to that certain Trust Indenture, dated as of June 1, 2001 (the "2001 Indenture"), by and among the Authority, the City, and Wells Fargo Bank, National Association, as trustee, $12,410,000 in original principal amount of its Water Revenue Refunding and Project Bonds, Series 2001 (the "2001 Bonds"), of which $9,725,000 in principal amount is currently outstanding; and

WHEREAS, the 2001 Bonds are secured by the installment payments to be made by the City from the Net Water System Revenues (as defined in that certain Amended and Restated Installment Purchase Agreement, dated as of June 1, 2001, by and between the City and the Authority, as amended by that certain First Amendment to Amended and Restated Installment Purchase Agreement, dated as of January 27, 2004, by and between the City and the Authority (collectively, the "2001 Restated Installment Purchase Agreement"), pursuant to the 2001 Restated Installment Purchase Agreement; and

WHEREAS, in order to reduce the installment payments payable by the City under the 2001 Restated Installment Purchase Agreement, the City has proposed that the Authority refund, on a current refunding basis, the 2001 Bonds and that the City and the Authority enter into an Amended and Restated Installment Purchase Agreement (the "Installment Purchase Agreement"), which will amend and restate in its entirety the 2001 Restated Installment Purchase Agreement; and

WHEREAS, pursuant to Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (Sections 53580 and following of said Government Code) (the "Refunding Law") and the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the California Government Code) (the "Act"), the Authority is authorized to issue refunding bonds to refund the 2001 Bonds and to sell the Bonds at public sale or on a negotiated sale basis; and

WHEREAS, the Authority proposes to enter into a Trust Indenture (the "Indenture") by and among the Authority, the City, and Wells Fargo Bank, National Association, as trustee (the "Trustee"), to provide for the issuance of not more than $10,000,000 in aggregate principal amount of City of Oxnard Financing Authority Water Revenue Refunding Bonds, Series 2012 (the "Bonds"), the proceeds of which Bonds will be used to finance the costs to (1) refund the 2001 Bonds on a current refunding basis, (2) provide for the reserve fund with respect to the Bonds, and (3) pay costs incurred in connection with the issuance, sale, and delivery of the Bonds; and

WHEREAS, this Governing Board of the Authority (this "Board") has determined that the issuance of the Bonds pursuant to the Refunding Law and the Act does not require approval of the qualified electors of the City; and

WHEREAS, the Bonds will be secured by certain installment payments (the "2012 Installment Payments") to be made by the City from the Net Water System Revenues (as defined in the Installment Purchase Agreement) pursuant to the Installment Purchase Agreement, which 2012 Installment Payments will be sufficient to provide the amount necessary to pay the principal of and interest on the Bonds; and

WHEREAS, the Authority proposes to enter into an Assignment Agreement (the "Assignment Agreement") by and between the Authority and the Trustee, pursuant to which Assignment Agreement the Authority will assign the 2012 Installment Payments to the Trustee; and

WHEREAS, this Board proposes that the Authority may select a municipal bond insurer to insure payments of principal and interest with respect to the Bonds to provide additional credit support for the Bonds and may undertake all acts necessary to obtain such insurance; and

WHEREAS, this Board has determined that, because of the need for flexibility in timing the sale of the Bonds to achieve maximum interest cost savings, it is desirable to sell the Bonds on a negotiated sale basis; and

WHEREAS, to effectuate such negotiated sale, Stifel, Nicolaus & Company, Incorporated, dba Stone & Youngberg, a Division of Stifel Nicolaus, as underwriter (the "Underwriter"), expects to purchase the Bonds pursuant to a Contract of Purchase (the "Purchase Contract") by and among the Authority, the City, and the Underwriter; and

WHEREAS, the City Council of the City (the "City Council") has appointed First Southwest Company as financial advisor (the "Financial Advisor") to, among other things, advise the City and the Authority with respect to Bond interest rates, underwriting fees, and other financing matters relating to the issuance of the Bonds; and

WHEREAS, the City Council has appointed Goodwin Procter LLP as bond counsel ("Bond Counsel") and disclosure counsel ("Disclosure Counsel") to prepare proceedings for the issuance, sale, and delivery of the Bonds and to prepare and review the form and content of initial and continuing disclosure materials, including, without limitation, a preliminary official statement (the "Preliminary Official Statement") and a final official statement, in connection with the issuance of the Bonds; and

WHEREAS, the Authority proposes to enter into a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") by and between the Authority and the Trustee, as dissemination agent (the "Dissemination Agent"), to provide for the Authority's continuing disclosure obligations with respect to the Bonds under Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"); and

WHEREAS, the Authority proposes to enter into an Escrow Agreement (the "Escrow Agreement") by and between the Authority and Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent"), to provide for the payment and redemption of all outstanding 2001 Bonds on June 1, 2012; and

WHEREAS, in order to facilitate compliance with requirements of the Internal Revenue Code of 1986 and other applicable laws and rules and regulations, the Authority proposes to adopt Post-Issuance Tax Compliance Policy and Procedures Relating to Tax-Exempt and Direct Pay Subsidy Bonds (the "Post-Issuance Tax Compliance Policy"); and

WHEREAS, the forms of the following documents are on file with the Secretary of this Board (the "Secretary") and have been submitted to this Board, and the Chief Financial Officer of the City, acting as the Controller of the Authority (the "Controller"), in consultation with the Underwriter, the Financial Advisor, Bond Counsel, and Disclosure Counsel, has examined and approved each document and has recommended that this Board direct the completion, where appropriate, and the execution and delivery of such documents and the consummation of such financing:

(1) Purchase Contract;
(2) Preliminary Official Statement;
(3) Installment Purchase Agreement;
(4) Indenture;
(5) Assignment Agreement;
(6) Continuing Disclosure Agreement;
(7) Escrow Agreement; and
(8) Post-Issuance Tax Compliance Policy

NOW, THEREFORE, THE GOVERNING BOARD OF THE CITY OF OXNARD FINANCING AUTHORITY DOES HEREBY FIND, DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

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

SECTION 2. The Installment Purchase Agreement is approved in substantially the form on file with the Secretary. The Chairman of this Board (the "Chairman") and the Secretary are authorized and directed, for and in the name of the Authority, to execute and deliver the Installment Purchase Agreement with such changes, insertions, and omissions as the Controller shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The Assignment Agreement is approved in substantially the form on file with the Secretary. The Chairman and the Secretary are authorized and directed, for and in the name of the Authority, to execute and deliver the Assignment Agreement with such changes, insertions, and omissions as the Controller shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 4. The Indenture is approved in substantially the form on file with the Secretary. The Chairman and the Secretary are authorized and directed, for and in the name of the Authority, to execute and deliver the Indenture with such changes, insertions, and omissions as the Controller shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 5. The Continuing Disclosure Agreement is approved in substantially the form on file with the Secretary. The Controller is authorized and directed, for and in the name of the Authority, to execute and deliver the Continuing Disclosure Agreement with such changes, insertions, and omissions as the Controller shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 6. The Escrow Agreement is approved in substantially the form on file with the Secretary. The Controller is authorized and directed, for and in the name of the Authority, to execute and deliver the Escrow Agreement with such changes, insertions, and omissions as the Controller shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 7. The Purchase Contract is approved in substantially the form on file with the Secretary. The Controller is authorized and directed, for and in the name of the Authority, upon receipt of a complete Purchase Contract from the Underwriter, to execute and deliver the Purchase Contract with such changes, insertions, and omissions as the Controller or the Financial Advisor shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided that the aggregate principal amount of the Bonds shall not exceed $10,000,000, the interest rates or yields to maturity on the Bonds are such that the true interest cost does not exceed four and one-quarter of one percent (4.250%), and the underwriting fee payable to the Underwriter with respect to the Bonds does not exceed three-quarters of one percent (0.750%), excluding any original issue discount or premium.

SECTION 8. (a) The Preliminary Official Statement is approved and authorized in substantially the form on file with the Secretary. The Preliminary Official Statement shall be deemed final as of its date, except for 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 the Rule, and the Controller, as the Authority officer to be authorized and directed to execute the Official Statement for the Bonds, is authorized to execute and deliver a certificate in the customary form respecting such finality.

(b) This Board authorizes such modifications to the Preliminary Official Statement, whether by corrections or additions thereto or by supplement or amendment thereof, as shall be approved by Disclosure Counsel and by the Controller, such approval to be conclusively established by delivery thereof to the Underwriter. The Underwriter is authorized to distribute the Preliminary Official Statement in connection with its public offering of the Bonds to persons who may be interested in the initial purchase of the Bonds, and the Controller, in coordination with the Underwriter and Disclosure Counsel, shall cause sufficient copies of the Preliminary Official Statement to be printed and made available to the Underwriter for said purpose.

(c) The Controller is further authorized and directed to approve, execute, and deliver the final Official Statement with respect to the Bonds, which final Official Statement shall be in the form of the Preliminary Official Statement with such changes, insertions, and omissions as may be approved by the Controller, such approval to be conclusively evidenced by the execution and delivery thereof. The Underwriter is directed to deliver copies of the final Official Statement to all actual initial purchasers of the Bonds.

SECTION 9. The Bonds, in an aggregate principal amount not to exceed $10,000,000 (which aggregate amount shall be finally determined by the Controller), designated "City of Oxnard Financing Authority Water Revenue Refunding Bonds, Series 2012," are authorized to be issued, sold, and delivered in accordance with the terms and provisions of the Indenture and the Purchase Contract. The proceeds from the sale of the Bonds shall be deposited as provided in the Indenture. The Chairman and the Secretary are authorized and directed, for and in the name of the Authority, to execute (manually or by facsimile) and deliver the Bonds with such changes, insertions, and omissions as the Controller shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 10. Wells Fargo Bank, National Association is appointed as Trustee under and pursuant to the Indenture, as Dissemination Agent under the Continuing Disclosure Agreement, and as Escrow Agent under the Escrow Agreement, with the respective powers and duties of each of said office as set forth therein. The Trustee is requested and directed to authenticate and deliver the Bonds to the Underwriter in accordance with written instructions to be executed on behalf of the Authority by the Controller.

SECTION 11. The Controller is authorized to select a municipal bond insurer to insure payments of principal and interest with respect to the Bonds if the Controller determines that a municipal bond insurance policy issued by such insurer will result in a lower interest rate or yield to maturity with respect to the Bonds and to undertake all acts necessary to obtain such insurance. If the Controller determines that it is in the best interest of the Authority to obtain a surety bond or similar instrument, as permitted under the Indenture, for all or a portion of the Reserve Fund Requirement (as defined in the Indenture), the Controller may enter into an agreement with a surety provider selected by the Controller.

SECTION 12. The Post-Issuance Tax Compliance Policy is approved in substantially the form on file with the Secretary, with such changes, insertions, and omissions as the Controller, in consultation with Bond Counsel and the Financial Advisor, shall require or approve. The Controller is further authorized and directed, for and in the name of the Authority, to amend and update the Post-Issuance Tax Compliance Policy from time to time, with such changes therein as Bond Counsel or the Financial Advisor may require or approve.

SECTION 13. The Chairman, the Vice Chairman of this Board (the "Vice Chairman"), the Secretary, the Controller, and any other proper officer of the Authority are authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents necessary or proper for carrying out the transactions contemplated by the Installment Purchase Agreement, the Assignment Agreement, the Indenture, the Purchase Contract, the Continuing Disclosure Agreement, Escrow Agreement, the Post-Issuance Tax Compliance Policy, and this Resolution and to execute and deliver any and all certificates and representations, including signature certificates, no-litigation certificates, tax certificates, and certificates concerning the preliminary or final Official Statement describing the Bonds, necessary and desirable to accomplish the transactions described in such documents or as set forth above.

SECTION 14. Any document the execution of which by the Chairman is authorized by this Resolution shall, in the absence or inability to act of the Chairman, be executed by the Vice Chairman or by any authorized designee of the Chairman or the Vice Chairman. Any document the execution of which by the Secretary is authorized by this Resolution shall, in the absence or inability to act of the Secretary, be executed by any person so designated in writing by the Secretary or by any other proper officer of the Authority acting on behalf of the Secretary. Any document the execution of which by the Controller is authorized by this Resolution shall, in the absence or inability to act of the Controller, be executed by the Assistant Controller of the Authority or, in the absence or inability to act of such Assistant Controller, by any other person so designated in writing by the Controller or by any other proper officer of the Authority acting on behalf of the Controller.

SECTION 15. All actions previously taken by this Board and by the officers and staff of the Authority with respect to the matters addressed by this Resolution are approved, ratified, and confirmed.

[The remainder of this page is intentionally left blank.]

SECTION 16. This Resolution shall take effect from and after its date of adoption.

APPROVED AND ADOPTED this 27th day of March, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____

Dr. Thomas E. Holden, Chairman

ATTEST:

____

Daniel Martinez, Secretary

APPROVED AS TO FORM:

____

Alan Holmberg, General Counsel

APPROVED AS TO CONTENT:

James Cameron

____

James Cameron, Controller

ASSIGNMENT AGREEMENT

Dated as of April 1, 2012

by and between

CITY OF OXNARD FINANCING AUTHORITY

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

relating to

$[PRINCIPAL AMOUNT]
CITY OF OXNARD FINANCING AUTHORITY
WATER REVENUE REFUNDING BONDS
SERIES 2012

ASSIGNMENT AGREEMENT

This Assignment Agreement is made and entered into as of April 1, 2012, by and between City of Oxnard Financing Authority, a joint exercise of powers agency duly organized and existing under the laws of the State of California (the "**Authority**"), and Wells Fargo Bank, National Association, a banking association duly organized and existing under and by virtue of the laws of the United States, as trustee (the "**Trustee**");

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

Section 1. **Assignment**. The Authority, for good and valuable consideration in hand received, does hereby convey, assign, and transfer to the Trustee, for the benefit of the owners of the Authority's Water Revenue Refunding Bonds, Series 2012 (the "**Bonds**"), to be issued pursuant to the Trust Indenture (the "**Indenture**"), dated as of April 1, 2012, by and among the City of Oxnard (the "**City**"), the Authority, and the Trustee, the Authority's rights under the Amended and Restated Installment Purchase Agreement, dated as of April 1, 2012 (the "**Installment Purchase Agreement**"), by and between the City and the Authority, including the right to receive all 2012 Installment Payments (as defined in the Installment Purchase Agreement) from the City under the Installment Purchase Agreement (but not including the right to be indemnified pursuant to, or receive notices under, the Installment Purchase Agreement), together with any and all of the other rights of the Authority under the Installment Purchase Agreement as may be necessary to enforce payment of such 2012 Installment Payments when due or otherwise to protect the interests of the owners of the Bonds.

Section 2. **Acceptance**. The Trustee hereby accepts the foregoing assignment for the purpose of securing the right assigned to it to receive all such 2012 Installment Payments from the City under the Installment Purchase Agreement and the other rights assigned to it, subject to the terms and provisions of the Indenture, and all such 2012 Installment Payments shall be applied and the rights so assigned shall be exercised by the Trustee as provided in the Indenture.

Section 3. **Conditions**. This Assignment Agreement shall confer no rights or impose no obligations upon the Trustee beyond those expressly provided in the Indenture.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement by their officers thereunto duly authorized as of the day and year first written above.

CITY OF OXNARD FINANCING AUTHORITY

By:____________________________________
Dr. Thomas E. Holden, Chairman

ATTEST:

____
Daniel Martinez, Secretary

APPROVED AS TO FORM:

____
Alan Holmberg, General Counsel

APPROVED AS TO CONTENT:

____
James Cameron, Controller

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

By:____________________________________
Its: Authorized Officer

ESCROW AGREEMENT

CITY OF OXNARD FINANCING AUTHORITY
WATER REVENUE REFUNDING AND PROJECT BONDS, SERIES 2001

THIS ESCROW AGREEMENT, dated as of April 1, 2012 (this "**Escrow Agreement**"), by and between the City of Oxnard Financing Authority (the "**Authority**"), and Wells Fargo Bank, National Association, Los Angeles, California, as Escrow Agent (the "**Escrow Agent**") hereunder with respect to the $12,410,000 in original principal amount of the City of Oxnard Financing Authority Water Revenue Refunding and Project Bonds, Series 2001 (the "**Prior Bonds**"), is entered into in accordance with the Resolution No. __ of the Governing Board of the Authority (the "**Board**") adopted on March 20, 2012 (the "**Resolution**"), and the Trust Indenture dated as of April 1, 2012 (the "**Indenture**"), by and among the Authority, the City of Oxnard (the "**City**"), and Wells Fargo Bank, National Association, as trustee (the "**Trustee**"), to refund, on a current refunding basis, the Prior Bonds, of which $9,725,000 in principal amount is currently outstanding.

WITNESSETH:

WHEREAS, pursuant to the Trust Indenture dated as of June 1, 2001 (the "**Prior Indenture**"), by and among the Authority, the City, and Wells Fargo Bank, National Association, as trustee (the "**Prior Trustee**"), the Authority issued the Prior Bonds in the original principal amount of $12,410,000; and

WHEREAS, pursuant to the Marks-Roos Local Bond Pooling Act of 1985, Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California and Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (Sections 53580 and following of said Government Code) (the "**Refunding Law**"), the Authority is authorized to issue refunding bonds to refund the Prior Bonds; and

WHEREAS, pursuant to the Refunding Law, the proceeds of said refunding bonds, pending their application to the retirement at maturity or prior redemption of the Prior Bonds, may be placed in escrow and invested or reinvested in any obligations or securities, and any interest or other increment earned or realized on any such investment may be applied to the payment of the Prior Bonds; and

WHEREAS, the Authority shall give the Prior Trustee irrevocable instructions to mail to the owners of the Prior Bonds and to the Ambac Assurance Corporation, a Wisconsin domiciled stock insurance company (the "**Prior Bond Insurer**"), at least thirty (30) days but not more than sixty (60) days prior to June 1, 2012 (the "**Redemption Date**"), in accordance with Section 4.3 of the Prior Indenture, a notice of the of redemption of the Prior Bonds, which notice shall be in substantially the form set forth in Exhibit A attached hereto; and

WHEREAS, the Authority has determined it is beneficial to itself and the City to refund, on a current basis, those Prior Bonds currently outstanding in the principal amount of $9,725,000 (the "**Refunded Bonds**"); and

WHEREAS, the Authority has determined that $__________ in aggregate principal amount of the City of Oxnard Financing Authority Wastewater Revenue Refunding Bonds, Series 2012 (the "**Bonds**"), shall be issued pursuant to the Resolution and the Indenture, for, among other purposes, the purpose of providing a portion of the funds to pay on the Redemption Date, the accrued interest on the Refunded Bonds maturing on and after June 1, 2012, the principal amount of the Refunded Bonds maturing on June 1, 2012, and the redemption price of 100% of the principal amount payable with respect to the Refunded Bonds maturing after June 1, 2012; and

WHEREAS, the Indenture provides that a portion of the proceeds from the sale of the Bonds, excluding accrued interest, if any, received by the Authority, shall be placed in an escrow hereunder, in part for the purpose of providing funds necessary to refund and redeem the Prior Bonds, all as provided herein; and

WHEREAS, by irrevocably depositing with the Escrow Agent moneys (in accordance with the Refunding Law) the principal of and interest on which when due will provide money which, together with other moneys, if any, deposited with the Escrow Agent at the same time pursuant to this Escrow Agreement, will be sufficient to pay on the Redemption Date, the accrued interest on the Refunded Bonds maturing on and after June 1, 2012, the principal amount of the Refunded Bonds maturing on June 1, 2012, and the redemption price of 100% of the principal amount payable with respect to the Refunded Bonds maturing after June 1, 2012;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Authority and the Escrow Agent agree as follows:

Section 1. Receipt of Documents. The Escrow Agent hereby acknowledges the receipt of copies of the Resolution, the Prior Indenture, and the Indenture. Any reference herein to, or citation herein of, any provision of said documents shall be deemed an incorporation of such provision as a part hereof in the same manner and with the same effect as if it were fully set forth herein.

Section 2. Deposit of Moneys. The Authority hereby directs that the Escrow Agent, in its capacity as Trustee for the Bonds, deposit with the Escrow Agent $__________ **[BOND PROCEEDS AMOUNT]** by federal funds wire (which deposit may also be made via federal funds wire of said amount directly from Stifel, Nicolaus & Company, Incorporated, dba Stone & Youngberg, a Division of Stifel Nicolaus, as underwriter of the Bonds), representing a portion of the net proceeds of the sale of the Bonds, to be held in an irrevocable escrow by the Escrow Agent separate and apart from other funds of the Authority, the Trustee, and the Escrow Agent, in a fund hereby created and established to be known as the "**Escrow Fund**" to be applied solely as provided in this Escrow Agreement. The Authority further directs that the Escrow Agent, in its capacity as Prior Trustee under the Prior Indenture, transfer or cause to be transferred the following funds for deposit in the Escrow Fund; (i) from the Reserve Fund established under the Prior Indenture with respect to the Prior Bonds the amount of $__________ and (ii) from the Payment Fund established under the Prior Indenture with respect to the Prior Bonds the amount of $__________. All moneys in the Escrow Fund, in the amount of $__________, will be held uninvested as cash. Such moneys shall be at least an amount sufficient (i) to refund and redeem the Refunded Bonds and discharge the Prior Indenture in accordance with its terms and (ii) to pay on the Redemption Date, the accrued interest on the Refunded Bonds maturing on and after June 1, 2012, the principal amount of the Refunded Bonds maturing on June 1, 2012, and the redemption price of 100% of the principal amount payable with respect to the Refunded Bonds maturing after June 1, 2012.

Section 3. No Investment of Moneys. All amounts held in the Escrow Fund shall be held as cash.

Section 4. [RESERVED].

Section 5. [RESERVED].

Section 6. Irrevocable Deposit; Express Trust. The escrow created hereby shall upon the issuance of the Bonds be irrevocable, and all moneys held in the Escrow Fund shall be subject to the express trust created by this Escrow Agreement until paid out, used, and applied in accordance with this Escrow Agreement.

The deposits made pursuant to Section 2 hereof shall, upon the issuance of the Bonds, constitute an irrevocable deposit for the benefit of the Refunded Bonds, and the moneys shall be held in trust, and shall be applied solely by the Escrow Agent in accordance with the provisions of this Escrow Agreement. None of the moneys deposited with the Escrow Agent under this Escrow Agreement shall, except as provided in Sections 7 and 8 hereof, be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal, premium, if any, and interest on the Refunded Bonds.

Section 7. Payment of Refunded Bonds.

(a) Payment. From the moneys on deposit in the Escrow Fund, the Escrow Agent shall apply the amounts on deposit in the Escrow Fund to pay on the Redemption Date, the accrued interest on the Refunded Bonds maturing on and after June 1, 2012, the principal amount of the Refunded Bonds maturing on June 1, 2012, and the redemption price of 100% of the principal amount payable with respect to the Refunded Bonds maturing after June 1, 2012. THE AUTHORITY IRREVOCABLY WAIVES ITS RIGHTS TO REDEEM THE REFUNDED BONDS ON ANY OTHER DATE. Any moneys remaining in the Escrow Fund after payment in full of the principal of, unpaid interest on, and premium, if any, on the Refunded Bonds shall be repaid by the Escrow Agent to the Authority.

(b) Notice. The Authority hereby irrevocably instructs the Escrow Agent to mail to the owners of the Refunded Bonds and the Prior Bond Insurer in accordance with Section 4.3 of the Prior Indenture, a notice that the Refunded Bonds will be redeemed in full on the Redemption Date. The form of the notice to be mailed is attached hereto as Exhibit A. The Authority further irrevocably instructs the Escrow Agent to mail a copy of such notice to the Securities Depositories (as hereinafter defined) and to the Information Services (as hereinafter defined).

"**Securities Depositories**" means The Depository Trust Company, 55 Water Street, 22nd Floor, New York, New York 10041-0099, Attn. Call Notification Department, Facsimile transmission: (212) 855-7232, or, in accordance with the then current guidelines of the Securities and Exchange Commission, such other securities depositories, or no such depositories, as the Authority may indicate in a certificate of the Authority delivered to the Escrow Agent.

"Information Services" means Financial Information, Inc.'s "Financial Daily Called Bond Service," 30 Montgomery Street, 10th Floor, Jersey City, New Jersey 07302, Attention: Editor; Kenny Information Services' "Called Bond Service," 55 Broad Street, 28th Floor, New York, New York 10004; Moody's Investors Service "Municipal and Government," 77 Center Drive, Suite 150, Charlotte, North Carolina 28217, Attention: Called Bonds Department; and Standard and Poor's "Called Bond Record," 25 Broadway, 3rd Floor, New York, New York 10004; or, in accordance with then current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds, or no such services, as the Authority may designate in writing to the Escrow Agent.

(c) Unclaimed Moneys. To the extent permitted by law, any moneys which remain unclaimed for (i) two years after the principal of all of the Refunded Bonds has become due and payable, if such moneys were so held at such date, or (ii) two years after the date of deposit of such moneys if such moneys were deposited after said date when all of the Refunded Bonds become due and payable, shall be repaid by the Escrow Agent to the Authority; provided, however, that before being required to make any such payment to the Authority, the Escrow Agent shall at the expense of the Authority cause to be mailed to the owners of such Refunded Bonds a notice that said money remains unclaimed and that, after a date named in such notice, the balance of such money then unclaimed will be returned to the Authority.

(d) Priority of Payments. The owners of the Refunded Bonds shall have a first and exclusive lien on all moneys in the Escrow Fund until such moneys are used and applied as provided in this Escrow Agreement.

(e) Termination of Obligation. As provided in the Prior Indenture, upon deposit with the Escrow Agent in the Escrow Fund of moneys in the amounts set forth in Section 2 hereof, all liability of the Authority with respect to such Refunded Bonds shall cease, terminate, and be completely discharged, and the owners thereof shall thereafter be entitled only to payment out of such money deposited with the Escrow Agent as aforesaid for their payment, subject however, to Section 7(c) hereof.

Section 8. Application of Certain Terms of the Prior Indenture. All of the terms of the Prior Indenture relating to the transfer and exchange and the making of payments of principal and interest on the Refunded Bonds are incorporated in this Escrow Agreement as if set forth in full herein.

Section 9. Performance of Duties. The Escrow Agent agrees to perform only the duties set forth herein and shall have no responsibility to take any action or omit to take any action not set forth herein.

Section 10. Escrow Agent's Authority to Make Investments. Except as provided in Sections 2 and 3 hereof, the Escrow Agent shall have no power or duty to invest any funds held under this Escrow Agreement or to sell, transfer, or otherwise dispose of the moneys held hereunder.

Section 11. Indemnity. To the extent permitted by law, the Authority hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save, and keep harmless the Escrow Agent and its respective successors, assigns, agents, and employees, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses, and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Agent at any time (whether or not also indemnified against the same by the Authority or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery, and performance of this Escrow Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds deposited therein, and any payment, transfer, or other application of moneys by the Escrow Agent in accordance with the provisions of this Escrow Agreement; provided, however, that the Authority shall not be required to indemnify the Escrow Agent against the Escrow Agent's own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Agent's respective successors, assigns, agents, or employees. In no event shall the Authority or the Escrow Agent be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this Section. The indemnities contained in this Section 11 shall survive the termination of this Escrow Agreement.

Section 12. Responsibility of Escrow Agent. The Escrow Agent shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the acceptance of the moneys deposited therein, the sufficiency of such moneys to pay the Refunded Bonds, or any payment, transfer, or other application of moneys or obligations by the Escrow Agent in accordance with the provisions of this Escrow Agreement or by reason of any non-negligent omission or non-negligent error of the Escrow Agent made in good faith in the conduct of its duties. The recitals of fact contained in the "Whereas" clauses herein shall be taken as the statements of the Authority and the Escrow Agent assumes no responsibility for the correctness thereof. The Escrow Agent makes no representation as to the sufficiency of the amounts deposited in the Escrow Fund to accomplish the refunding of the Refunded Bonds or to the validity of this Escrow Agreement as to the Authority and, except as otherwise provided herein, the Escrow Agent shall incur no liability in respect thereof. The Escrow Agent shall not be liable in connection with the performance of its duties under this Escrow Agreement except for its own negligence or misconduct, and the duties and obligations of the Escrow Agent shall be determined by the express provisions of this Escrow Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the Authority, 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. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Escrow Agreement, such matter may be deemed to be conclusively established by a certificate signed by an officer of the Authority.

Section 13. Amendments. This Escrow Agreement is made for the benefit of the Authority and the owners from time to time of the Refunded Bonds, and it shall not be repealed, revoked, altered, or amended without the written consent of all such owners, the Escrow Agent, [the Bond Insurer,] and the Authority; provided, however, that the Authority, [the Bond Insurer,] and the Escrow Agent may, without the consent of, or notice to, such owners, amend this Escrow

Agreement or enter into such agreements supplemental to this Escrow Agreement as shall not adversely affect the rights of such owners or the exclusion from gross income of interest payable on the Refunded Bonds for purposes of federal income taxation, and as shall not be inconsistent with the terms and provisions of this Escrow Agreement or the Prior Indenture, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Escrow Agreement; (ii) to grant to, or confer upon, the Escrow Agent for the benefit of the owners of the Refunded Bonds, any additional rights, remedies, powers, or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Agent; and (iii) to include under this Escrow Agreement additional funds, securities, or properties. The Escrow Agent shall be entitled to rely conclusively upon an unqualified opinion of nationally recognized bond counsel, with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition, or elimination affects the rights of the owners of the Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Section 14. Insufficient Funds. If at any time the moneys in the Escrow Fund will not be sufficient to make all payments required by this Escrow Agreement, the Escrow Agent shall notify the Authority in writing, immediately upon its actual knowledge of such deficiency, of the amount thereof and if actually known to it the reason therefor. The Escrow Agent shall have no further responsibility regarding any such deficiency.

Section 15. Notices. In the event that this agreement or any provision thereof is severed, amended, or revoked, the Authority shall provide written notice of such severance, amendment, or revocation to Standard & Poor's Ratings Service, 55 Water Street, 38th Floor New York, NY 10041 Attention: Public Finance Surveillance Group. Any notice to or demand upon the Escrow Agent may be served or presented, and such demand may be made to Wells Fargo Bank, National Association, 707 Wilshire Boulevard, 17th Floor, Los Angeles, California 90017. **[CONFIRM:]** [Any notice to or demand upon the Bond Insurer may be served or presented, and such demand may be made to the Bond Insurer at ___________ [NAME], _________ [ADDRESS], ________ [CITY, STATE, ZIP CODE], Attention: __________.] Any notice to the Prior Bond Insurer shall be sent to Ambac Assurance Corporation One State Street Plaza, New York, New York 10004, Attention: Surveillance Department. Any notice to or demand upon 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 the Authority at City of Oxnard Financing Authority, 300 West Third Street, Oxnard, California 93030, Attention: Authority Controller (or such other address as may have been filed in writing by the Authority with the Escrow Agent).

Section 16. Term. This Escrow Agreement shall commence upon its execution and delivery and shall terminate on the later to occur of either (i) the date upon which the Refunded Bonds have been paid in accordance with this Escrow Agreement or (ii) the date upon which no unclaimed moneys remain on deposit with the Escrow Agent pursuant to Section 7(c) of this Escrow Agreement.

Section 17. Compensation. The Escrow Agent shall receive its reasonable fees and expenses as previously agreed to by the Escrow Agent and the Authority and any other reasonable fees and expenses approved by the Authority; provided, however, that under no circumstances shall the Escrow Agent be entitled to any lien whatsoever on any moneys or obligations in the Escrow Fund for the payment of fees and expenses for services rendered or expenses incurred by the Escrow Agent under this Escrow Agreement.

Section 18. Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement to be performed on the part of the Authority or the Escrow Agent should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 19. Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original but all of which shall constitute and be but one and the same instrument.

Section 20. Governing Law. This Escrow Agreement shall be construed under the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF OXNARD FINANCING AUTHORITY

By:______________________________
James Cameron
Authority Controller

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Escrow Agent

By:______________________________
Authorized Officer

SCHEDULE A

On the date of issuance of the Bonds, Wells Fargo Bank, National Association, as Escrow Agent, shall receive and deposit the moneys referred to in Section 2 of the Escrow Agreement as follows:

SOURCES OF FUNDS TO BE RECEIVED
FOR DEPOSIT IN THE ESCROW FUND

Bond Proceeds .... $__________

Reserve Fund of Prior Indenture.. $__________

Payment Fund of Prior Indenture... $__________

TOTAL SOURCES .... $__________

USES OF FUNDS DEPOSITED IN ESCROW FUND

Cash to be held in Escrow Fund .... $[CASH AMOUNT]

TOTAL USES.. $__________

Exhibit A

NOTICE OF REDEMPTION

TO THE HOLDERS OF
CITY OF OXNARD FINANCING AUTHORITY
WATER REVENUE REFUNDING AND PROJECT BONDS, SERIES 2001

NOTICE OF FULL REDEMPTION

TO THE HOLDERS OF
CITY OF OXNARD FINANCING AUTHORITY
WATER REVENUE REFUNDING AND PROJECT BONDS, SERIES 2001

NOTICE is hereby given on behalf of the City of Oxnard Financing Authority (the "**Authority**") that, pursuant to Section 4.1(a) of the Trust Indenture dated as of June 1, 2001 (the "**Indenture**"), by and among the Authority, the City of Oxnard, and Wells Fargo Bank, National Association, as trustee (the "**Trustee**"), the above-referenced bonds (the "**Bonds**") in the aggregate principal amount of $9,400,000 as listed below are being called for redemption on June 1, 2012 (the "**Redemption Date**"), at the redemption price of 100% (expressed as a percentage of the principal amount of Bonds called for redemption) (the "**Redemption Price**") plus accrued interest to the Redemption Date. On and after the Redemption Date, interest shall cease to accrue on the Bonds.

Maturity Date (June 1)	**Interest Rate**	**Redemption Price**	**Principal Amount Called**	**CUSIP No.**
2013	4.500%	100%	$ 340,000	691879 BW9
2014	4.700%	100%	$ 355,000	691879 BX7
2015	4.750%	100%	$ 370,000	691879 BY5
2016	4.800%	100%	$ 385,000	691879 BZ2
2017	5.000%	100%	$ 405,000	691879 CA6
2018	5.000%	100%	$ 425,000	691879 CB4
2019	5.000%	100%	$ 445,000	691879 CC2
2026	5.000%	100%	$3,825,000	691879 CD0
2030	5.125%	100%	$2,850,000	691879 CE8

Payment of the Redemption Price on the Bonds called for redemption will become due and payable on the Redemption Date upon presentation and surrender thereof in the following manner.

By Registered or Certified Mail:	**If in person, by hand:**	**By Air Courier:**
Wells Fargo Bank Minnesota, N.A.	**Wells Fargo Bank Minnesota, N.A.**	**Wells Fargo Bank Minnesota, N.A.**
Attn: Corporate Trust Operations	Northstar East Building	Attn: Investor & Payment Services
P.O. Box 1517	608 Second Avenue South	MAC Code: N9303-121
Minneapolis, MN 55480-1517	12`h Floor-Corporate Trust Services	Sixth and Marquette
	Minneapolis, MN	Minneapolis, MN 55479

Our customer service number is 1-800-344-5128.

Registered or certified mail is suggested when submitting Bonds for payment.

When inquiring about this redemption, please have the Bond number available. Please inform the customer service representative of the CUSIP number(s) of the affected Bonds.

Withholding of 30% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2001, unless the Trustee has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please

furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your securities.

The CUSIP numbers have been assigned by Standard & Poor's Corporation and are included solely for the convenience of the Bondholders. Neither the Authority nor the Trustee shall be responsible for the selection or use of the CUSIP numbers nor is any representation made as to their correctness on the Bonds or as indicated in any redemption notice.

Dated: __________, 2012

Wells Fargo Bank, National Association
as Trustee

CITY OF OXNARD FINANCING AUTHORITY

POST-ISSUANCE TAX COMPLIANCE POLICY AND PROCEDURES RELATING TO TAX-EXEMPT AND DIRECT PAY SUBSIDY BONDS

I. General.

A. Appointment of Compliance Officer and Duties.

It is the policy of the City of Oxnard Financing Authority (the "Issuer") to comply with all federal tax laws and regulations applicable to tax-exempt and direct pay subsidy bonds and other obligations (hereinafter referred to as "Debt"). The Issuer's Controller (the "Officer") shall be primarily responsible for administering and monitoring compliance with the requirements of this Policy at least annually. Set forth below are the processes and procedures for ensuring compliance with this Policy, specifically as it relates to: (a) compliance with arbitrage and arbitrage rebate requirements relating to Debt, (b) allocation and tracking of the investment and expenditure of Debt proceeds and (c) monitoring the use of Debt-financed facilities to ensure compliance with private use limitations. The Officer shall conduct compliance reviews at least annually to ensure ongoing compliance with this Policy.

B. Consultation with Bond Counsel.

The Issuer will consult with its bond counsel regarding the processes and procedures described in this Policy to the extent necessary to ensure compliance herewith. At the request of the Officer, bond counsel will provide guidance and training to the Officer and other Issuer personnel on issues regarding compliance with this Policy and applicable federal tax laws and regulations governing Debt.

C. Training of Personnel.

The Officer will be responsible for training all Issuer personnel responsible for ensuring compliance with all or any part of this Policy, including the importance of the records retention requirements described below. In addition, when any Issuer personnel are designated to serve as a new Officer under this Policy, the resigning Officer or bond counsel to the Issuer will meet with the new Officer to acquaint such person with the Debt subject to this Policy and the tax documentation and records relating thereto and to provide the training necessary to ensure continued compliance with the policies and procedures set forth herein.

D. Compliance with Tax Certificates.

This Policy is designed to provide general policies and procedures regarding post-issuance tax compliance applicable to all Debt issues. In addition to compliance with this Policy, the Officer will take such further actions as may be necessary to comply with any specific policies, procedures or requirements set forth in the tax certificate relating to each specific Debt issue. In furtherance of this requirement, the Officer should be familiar with any such additional procedures or requirements that may be set forth in the tax certificate for a particular Debt issue and keep appropriate records to evidence compliance with any such additional procedures or requirements.

II. Tax-Exempt Debt.

A. Arbitrage and Arbitrage Rebate.

1. Arbitrage Rebate, Yield Restriction and Yield Reduction Payments. If arbitrage rebate or yield reduction payment calculations are required for any issue of Debt, the Issuer will retain a third-party arbitrage rebate services firm to perform such arbitrage rebate or yield reduction payment calculations or otherwise develop the skills and expertise necessary to make such calculations. All necessary calculations will be made to ensure that the Issuer has satisfied its arbitrage rebate or yield reduction payment obligations, if any. The Issuer shall also perform the necessary calculations to determine whether the Debt qualifies for an exception to arbitrage rebate. In the event the Issuer owes arbitrage rebate or has a yield reduction payment liability to the Internal Revenue Service (IRS), the Issuer will timely submit to the IRS Form 8038-T, Arbitrage Rebate Yield Reduction or Penalty in Lieu of Arbitrage Rebate, as applicable, together with an amount equal to the Issuer's outstanding arbitrage rebate or yield reduction payment liability as so calculated. The Issuer will also monitor the investment and expenditure of Debt proceeds to ensure compliance with any applicable yield restriction requirements and take such actions as may be necessary to restrict the yield on such proceeds to the permitted yield or, if applicable, make the required yield reduction payments.

2. Monitoring Refunding Escrows. Escrow funds related to refunded Debt will be established so that the escrow agent or bond trustee will have the primary responsibility, in accordance with the instructions provided in the documents creating the escrow, to initiate all actions required to remain in compliance with yield limitations related to refunding escrow accounts, including the reinvestment of proceeds to maintain yield requirements.

3. Debt Service Monitoring. The Officer will verify that all payments made for fixed-rate and variable rate debt issues match the required payments under the terms and conditions of the applicable financing documents. The Officer will also verify that all payments made and/or received under interest rate swaps or similar derivative agreements match the payment requirements of the applicable documents establishing such interest rate hedging or derivative arrangements.

4. Interest Rate Hedges. The Issuer will either (a) utilize a third-party swap advisor or bidding agent to bid out interest rate swaps or similar derivative agreements and will endeavor to receive at least three bids to ensure such agreements reflect fair market value or (b) negotiate interest rate swaps or similar derivative agreements and obtain appropriate certifications from a third-party swap advisor to ensure such agreements reflect fair market value. Additionally, the Issuer will consult with its bond counsel with respect to all interest rate swaps or similar derivative agreements related to an outstanding or prospective Debt issue prior to the date on which such agreement is entered into in order to confirm compliance with applicable federal tax laws and regulations relating to interest rate hedges.

5. Reissuance Monitoring. The Officer will monitor any proposed changes to be made to the terms of the Debt subsequent to its issuance, including changes to the interest rate, principal payments, maturity, security, interest rate hedges or liquidity (the "Modifications"), and will review such Modifications with Bond Counsel to determine whether or not they would result in the Debt being treated as a new issue for tax purposes (a "reissuance"). In the event of a reissuance, the Officer, in consultation with Bond Counsel, will have the Issuer take such actions as are necessary to maintain the tax-exempt status of the Debt.

6. Records Retention. The Issuer will maintain, or cause to be maintained, records relating to arbitrage compliance monitoring for Debt for the entire term of the applicable Debt plus six years, or, in the case of Debt refunded by one or more subsequent issues, for the combined term of the refunded and refunding Debt plus six years. Documents to be maintained include the following types of information: any calculations or reports generated internally or by an arbitrage rebate services firm relating the calculation of the bond yield or investment yields and the calculation of the potential rebate and yield reduction payment liability, interest rate hedging documents, documentation related to the investment of Debt proceeds, escrow receipts and subscriptions, investment agreements, credit enhancement documents, documentation related to the bidding of financial products and bank statements for all funds associated with a Debt issue.

7. Remedial Action. In the event that the Officer determines that the Issuer has failed to comply with any arbitrage or arbitrage rebate requirements, the Officer will promptly notify the City Manager of the City of Oxnard (the "City Manager") and, in consultation with bond counsel, will recommend any remedial action(s) necessary to avoid the Debt being declared taxable by the IRS, as described in the Treasury Regulations or through the Tax Exempt Bonds Voluntary Closing Agreement Program described under Notice 2008-31.

B. Allocation and Tracking of Debt Proceeds.

1. Deposit and Investment of Proceeds. Upon closing of a Debt issue, the proceeds of the Debt shall be deposited with the bond trustee or a third-party financial institution and invested in permitted investments purchased at fair market value. In all cases, a separate and unique account in the Issuer's financial reporting system will be established to track deposit, investment and expenditure activity related to proceeds of each specific issue of Debt. If necessary, the Issuer shall establish separate accounts or subaccounts to account for certain proceeds of a particular issue of Debt that are to be used for separate purposes (i.e., separate construction fund and debt service reserve fund).

2. Records Retention. The Issuer will maintain, or cause to be maintained, records relating to the allocation and tracking of Debt proceeds for the entire term of the applicable Debt plus six years, or, in the case of Debt refunded by one or more subsequent issues, for the combined term of the refunded and refunding Debt plus six years. The Officer will also be responsible for communicating the records retention policies to any departments or employees involved in the expenditure and allocation of Debt proceeds, and such departments or employees will be responsible for adhering to the requirements outlined by the Officer with regards to records retention for expenditure of Debt proceeds. Records may be maintained in paper and/or electronic form. The Officer will obtain and retain, or caused to be obtained and retained, documentation from prior Debt issues if that documentation is available. Specifically, the information to be retained is as follows:

    a. Design and Construction Contracts. Design and construction contracts and supporting documentation relating to each project financed by the Debt.

    b. Project Files. Project files, including architects' and engineers' pay applications, appraisals, etc.

    c. Bank and Trustee Statements. All bank and/or bond trustee statements evidencing the deposit, investment and expenditure of Debt.

    d. Invoices and Payment Information. Invoices, checks and other payment information, including (1) the Debt issue to which such proceeds relate, (2) vendor names and other identification numbers, (3) invoices, purchase orders and small purchase numbers and (4) check amounts, dates and numbers. The Officer shall also maintain, or caused to be maintained, a spreadsheet or other statement detailing the deposit, investment and expenditure activity for each account or subaccount established for each Debt issue and reconcile the spreadsheet or statement to the Issuer's financial system periodically.

e. Tracking of Working Capital Expenses. Documentation of working capital expenses financed with Debt proceeds including salaries, start-up expenses, and other non-capitalized expenditures.

f. Financing Documentation. Documentation related to the Debt issue, including a copy of the closing transcript for the financing. Documentation to be retained, either as part of the transcript for a financing or otherwise, will include, as applicable, the authorizing resolution(s), Tax Certificate, copy of IRS Forms 8038-G, 8038, 8038B or 8038-TC (together with proof of filing), the certificate as to the "issue price" of the obligations, a copy of the offering document for the Debt issuance, any escrow agreements or verification reports, any official reimbursement declarations relating to the Debt and the opinion of bond counsel as to the tax-exempt status of the Debt.

C. Use of Debt-Financed Facilities.

1. Monitoring Private Business Use. To ensure compliance with laws and regulations for private business use of Debt-financed facilities, the Officer, along with personnel from other departments as required, will establish processes to identify, monitor and track any private use of Debt-financed facilities, including leases, management contracts, take-or-pay contracts, naming rights agreements and other similar agreement providing special legal entitlements to the private user, and will take all necessary actions to correct any non-compliance with private use limitations.

2. Education and Outreach Regarding Private Business Use. The Officer will be responsible for training appropriate personnel of the Issuer in identifying, monitoring and tracking private use and confirming compliance with the applicable federal laws and regulations related to private business use of Debt-financed facilities.

3. Consultation with Bond Counsel. The Officer will consult with bond counsel as necessary to determine what constitutes private use of Debt-financed facilities and to appropriately measure the percentage of private use allocable to any such facilities in order to comply with the federal laws and regulations related to private business use of Debt-financed facilities.

4. Private Business Use Records Retention. The Officer will maintain, or cause to be maintained, records relating to private use of Debt-financed facilities for the entire term of the applicable Debt plus six years, or, in the case of an issue refunded by one or more subsequent issues, for the combined term of the refunded and refunding Debt plus six years.

5. Remedial Action. In the event that the Officer determines that the Issuer is at risk for exceeding the permissible level of private use of Debt-financed facilities, the Officer

will promptly notify the City Manager and, in consultation with bond counsel, will recommend any remedial action(s) necessary to avoid the Debt being declared taxable by the IRS, as described in the Treasury Regulations or through the Tax Exempt Bonds Voluntary Closing Agreement Program described under Notice 2008-31.

III. Direct Pay Subsidy Debt (Build America Bonds, Recovery Zone Economic Development Bonds and Other Tax Credit Bonds).

A. Restriction on Premium.

The Issuer will work with its underwriter and/or financial advisor when issuing direct pay subsidy Debt to ensure that none of the maturities are issued with more than a de minimis amount of premium.

B. Subsidy Filings.

For each direct pay subsidy Debt, a schedule will be developed by the Officer calculating the applicable subsidy amount related to each interest payment. This schedule will correspond to the final debt service schedule for the Debt determine after the sale is finalized. The schedule will also indicate the applicable filing window for each interest payment. The Officer will, during that window, complete the 8038-CP form, send it to the bond trustee (if applicable) to ensure accuracy, have the form executed by an appropriate authorized signatory and mail the form, certified return receipt, to the IRS. The Officer will document that the form has been submitted and will monitor the appropriate account to ensure that payment is received prior to the interest payment due date, and follow up if needed.

C. Compliance with Applicable Policies and Procedures.

The Issuer will comply with the policies and procedures outlined in Section II above to direct pay subsidy Debt in the same manner required for tax-exempt Debt to the extent applicable.

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 03 /27/2012

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

Prepared By: Karl Lawson _______ Agenda Item No. I-6

Reviewed By: City Manager _____ City Attorney _____ Finance _____ Other *(Specify)*

DATE: March 15, 2012

TO: City Council

FROM: William E. Wilkins, Director
Housing Department

SUBJECT: **Amendment to Resale Restriction Agreement with Peter A. Cortez**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an Amendment to the Resale Restriction Agreement (Number A7479) with Peter A. Cortez for his residence at 2804 Riverpark Blvd., allowing the Cortez family to lease the residence to a low-income family through April 30, 2014.

DISCUSSION

In December of 2006, Mr. Pedro Cortez purchased an affordable home in the Destination development in Riverpark. Mr. Cortez applied for and received down-payment assistance for the purchase of his unit. Purchasers of homes designated as affordable were subject to income limits, and certain restrictions which require purchasers to reside in the unit.

Section 3 of the "Resale Restriction Agreement" executed at the time of purchase stipulates that the purchaser "shall not lease or assign the right to occupy the home" during the 45-year term of the Agreement. Owners are thus required to live in the home, as a condition of receiving the subsidy which made it possible for them to purchase the unit at an affordable sales price. Sales prices for homeowners who elect to sell their homes are limited by certain "Restriction on Resale Price" provisions set forth in the Agreement.

Mr. Cortez is a civilian employee of the United States Navy. On February 22, 2012, Mr. Cortez submitted a letter to the City requesting permission to lease the home based on circumstances related to the fact that he is currently on assignment with the Navy overseas. In that letter (Attachment No. 1) Mr. Cortez, who is currently stationed with Naval Facilities Engineering Command in Italy, sets forth his request as follows:

"This tour will end in April 2014 when I will return to Oxnard and my home. However, since the approved selling price of my house has considerably dropped, almost 30%, it has now become impossible to both sell my home and make payments while overseas. I am kindly asking both yourself and the City of Oxnard if the restriction on renting my unit can be temporarily lifted through my return date of April 2014.":

Mr. Cortez submitted a document dated February 8, 2012, signed by his Commanding Officer, confirming his assignment in Italy for 24 months, ending in April 2014.

In a recent case, an Oxnard resident who had purchased a restricted unit sought a waiver of the owner-occupancy requirement due to an out-of-area military assignment, similar to that being sought by Mr. Cortez. In that case, Council approved, on December 8, 2011, a staff recommendation to grant a waiver of the owner-occupancy requirement through the term of the homeowner's current out-of-area assignment (but not beyond that term). The waiver was granted with the requirement that the home be leased to an income-qualified family, in order to preserve the affordability of the housing unit.

The City has an interest in maintaining Mr. Cortez' unit as part of Oxnard's affordable housing stock. Given his stated intention to return to Oxnard in two years, staff recommends that Council approve an agreement granting Mr. Cortez permission to lease the unit through April 2014, with the provision that it be leased to an income-qualified family and that the rent not exceed an affordable rent for a low-income family (as defined by the federal Department of Housing and Urban Development) or as determined by the Section 8 Housing Choice Voucher rent program (if rented to a Section 8 participant family).

Approval of the Amendment to Resale Restriction Agreement (Attachment Number 2) would accomplish these ends, allowing Mr. Cortez to continue to own the home April 30, 2014.

FINANCIAL IMPACT

There is no financial impact for the FY 2011-2012 budget.

ATTACHMENTS

#1 - Letter from Peter A. Cortez, dated February 22, 2012
#2 - Amendment to Resale Restriction Agreement dated March 27, 2012

PSC 817 Box 51• FPO, AE [Armed Forces Europe] 09622 • Phone: 805 201 7985
E-Mail: peter.cortez@eu.navy.mil, petercortez@gmail.com

Date: February 22, 2012

Mr. Karl Lawson
Interim Program Manager
City of Oxnard

Dear Mr. Lawson,

I am kindly asking the City of Oxnard Housing Department to temporarily lift the rental restriction on my property, located at 2804 Riverpark Blvd, 93036. In December 2006, I graciously became a homeowner through the City of Oxnard's low income, first time home buyer program. Both the City of Oxnard and the United States Navy gave me an opportunity that I hope can continue through my current tour.

I have PCSed [permanent change of station] and currently reside in Naples, Italy supporting the Naval Facilities Engineering Command. This tour will end in April 2014 where I will return to Oxnard and my home. However, since the approved selling price of my house has considerably dropped, almost 30%, it has now become impossible to both sell my home and make payments while overseas. I am kindly asking both yourself and the City of Oxnard if the restriction on renting my unit can be temporarily lifted through my return date of April 2014.

While my current residence is in Italy, home is truly where the heart is and cannot wait to reside in Oxnard once again. Please see attached orders and let me know of any further documents needed.

Thank you for your continued support of the United States Navy in Europe, Africa and Southwest Asia.

Sincerely,

Peter (Pedro) A Cortez

OVERSEAS TOUR EXTENSION REVIEW

1. EMPLOYEE
CORTEZ PEDRO A [redacted]

3. ACTIVITY
NAVFAC EURAFSWA, NAPLES ITALY

4. Position [redacted]

5. Return Rights: (Yes/No)
yes

9. Last Extension Date/
N/A

10. Date New Tour Extension Expires:
1/30/2014

11. DEPARTMENT HEAD/COMMANDING OFFICER APPROVAL/RECOMMENDATION:

☐ Notify employee to exercise return rights/register in PPP as appropriate.

☑ Approve tour extension of 24 months not to exceed five years overseas.

☐ Approve tour renewal of 12, 18 or 24 months not to exceed five years overseas. (Circle 12, 18 or 24 as appropriate for renewal tour in geographic location listed in JTR Vol 2, Appendix Q.)

☐ Approve administrative extension of _____ months. (6 month maximum)

☐ Request extension of _____ months beyond five years. (May require higher-level approval. Please refer to Page 3 instructions. Complete Page 2 of form.)

Signature: ________________ Date: 2/07/12

Type/Print Name and Title

12. ACTIVITY HEAD, N Code or RPD ENDORSEMENT

☒ Approved ☐ Disapproved (Extensions up to 5 years or 6 month admin extensions over 5 years)

☐ Favorably endorse request for extension beyond five years (See justification contained on page 2.)

☐ Other

Signature: ________________ Date: 8 Feb 2012

D.M. SMITH, CAPT, CEC, USN
Type/Print Name and Title

ATTACHMENT #7
PAGE 2 OF 2

AMENDMENT TO RESALE RESTRICTION AGREEMENT (LOW-INCOME FAMILY/CORTEZ)

This "Amendment to Resale Restriction Agreement, Low-Income Family" (hereinfter "Amendment") amends that certain "Resale Restriction Agreement, Low-Income Family" ("Agreement") entered into as of December 13, 2006, by and between the City of Oxnard ("City") and Pedro A. Cortez ("Owner").

RECITALS

This Agreement restricts Owner's right to transfer the residence (the "Property") which is the subject of the Agreement. The Agreement provides in Paragraph 3.(B) that "The Owner shall not lease or assign the right to occupy the Home during the term of this agreement."

In February 22, 2012, the Owner requested that the provisions of the Agreement be temporarily waived based on a claim of hardship. Specifically, Owner requests permission to lease the property to another family until April of 2014, when Owner's overseas assignment as a civilian employee of the United States Navy will end. The City has examined the particular facts and circumstances and agrees to grant Owner's request with certain conditions, as set forth hereinbelow.

AGREEMENT

Owner and the City agree as follows:

1. Notwithstanding the terms of the Agreement, Owner may lease the Property to a low-income family. Under no circumstance will Owner rent to a family that does not fall under the U. S. Housing and Urban Development Department's definition of low-income.

2. The monthly rental cost shall not exceed an amount that is affordable to a low-income family under applicable law, based on 80% of the Median Income for Ventura County, adjusted for family size. If the Owner opts to participate in the Oxnard Housing Authority's Section 8 Housing Choice Voucher program, the maximum rent shall not exceed the Fair Market Rent for the home, in accordance with standard procedures as established by the Oxnard Housing Authority

3. The term of this Amendment shall be from March 27, 2012, through April 30, 2014.

4. Except as amended by this Amendment, the Agreement remains in full force and effect. Following termination of this Amendment, Owner shall be bound be all terms and conditions of the Agreement of December 13, 2006.

BY:

____
Dr. Thomas E. Holden, Mayor
City of Oxnard

____
Pedro A. Cortez, Owner
PSC 817 Box 51
Armed Forces Europe 09662

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

____
Alan Holmberg, City Attorney

4. Except as amended by this Amendment, the Agreement remains in full force and effect. Following termination of this Amendment, Owner shall be bound be all terms and conditions of the Agreement of December 13, 2006.

BY:

Dr. Thomas E. Holden, Mayor
City of Oxnard

Pedro A. Cortez, Owner
PSC 817 Box 51
Armed Forces Europe 09622

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

CITY OF
OXNARD
CALIFORNIA

Meeting Date: March 27, 2012

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

Prepared By: Commander Eric Sonstegard ______ Agenda Item No. I-7

Reviewed By: City Manager KRB City Attorney Finance Other *(Specify)*

DATE: March 14, 2012

TO: City Council

FROM: Jeri Williams, Chief of Police FOR

SUBJECT: **Gang Violence Suppression Grant Award Amendment**

RECOMMENDATION

That City Council authorize the City Manager to:

1. Accept a grant award amendment in the amount of $84,458 from California Emergency Management Agency (CalEMA) to increase the amount of grant funds awarded to the City from $360,730 to $445,188.
2. Authorize the Special Budget Appropriation to recognize grant revenue and appropriate funds.

DISCUSSION

The City of Oxnard is one of four cities in California that receives State funding under a Gang Violence Suppression (GVS) Project grant. This is a result of a competitive application process in 2005. The purpose of the GVS Project is to reduce gang violence in communities and to divert potentially dangerous gang activity into more positive and constructive behavior. The Oxnard Police Department is the lead agency for the City's GVS Project, which also includes the Ventura County District Attorney's Office, the Ventura County Probation Agency, and City Impact. The Oxnard GVS Project has developed a comprehensive model with a multi-component approach that addresses the gang problem through prevention, intervention, and suppression efforts.

On February 8, 2012, the Oxnard Police Department was notified an additional $84,458 in funding would be provided to support projects continued after the close of the FY09-10 GVS Grant that ended June 30, 2010. The funds will be used to reimburse expenses previously incurred in Fiscal Year 2010-2011. There is a ten percent local matching funds requirement in the amount of $8,445 which will be met through in-kind services.

FINANCIAL IMPACT

Approval of this recommendation will not impact the General Fund Operating Reserve. This grant would allow refunding of money spent in FY2011 on the GVS Project as shown in Chart One.

Chart One
Agency Distribution of GVS grant funds

Agency – Personnel/Program	Funding
City of Oxnard – Partial salary for one Administrative Secretary, Police Officer and audit costs	$32,705
Ventura County District Attorney's Office – Partial salary for one Senior Deputy District Attorney (Agreement #5736-12-PO)	$19,630
Ventura County Probation Agency – Partial salary for one Deputy Probation Officer (Agreement #5737-12-PO)	$19,630
City Impact, Inc – Partial salary for Mentoring Coordinator (Agreement #5735-12-PO)	$12,493
Total	**$84,458**

Attachment #1 - Special Budget Appropriation

CITY OF OXNARD

REQUEST FOR SPECIAL BUDGET APPROPRIATION

To the City Manager: March 27, 2011

Request is hereby made for an appropriation of total . . . . $ 84,458

Reason for appropriation: To recognize the grant revenue and appropriate grant funding for the Gang Violence Suppression 09-10

FUND	DESCRIPTION/ACCOUNT	AMOUNT
Gang Violence Suppr. (218)	**Gang Violence Supp 09-10** 218-2029- (662102)	
	532-7231 State Grant Revenue	84,458
	802-8001 Direct Labor-Regular	32,705
	802-8209 Services Other	51,753
	Net Estimated Change to Gang Violence Suppression Grant Fund Balance	-0-

Manager

CHIEF FINANCIAL OFFICER

REQUIRES CITY COUNCIL APPROVAL

Disposition

Approved ________

Rejected ________

Transfer by Journal Voucher ________

City Manager

ATTACHMENT NO. 1
PAGE 1 OF 1

MEMO

CITY OF OXNARD CALIFORNIA

Item # J-1

INFORMATION ONLY

NO ACTION REQUIRED

DATE: March 19, 2012

TO: City Council

FROM: James Cameron, Chief Financial Officer
Finance Department

James Cameron

SUBJECT: **Monthly Budget Status Report for the Period Ending February 29, 2012**

The monthly budget status report for revenues and expenses include both Governmental and Enterprise Funds for the period ending February 29, 2012. Because this report includes year-end accruals for Fiscal Year 2011, there are timing issues on offsetting revenues and expenditures.

JC:MM:tr

City of Oxnard
Monthly Budget Status Report
For the Period Ending February 29, 2012

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City of Oxnard
General Fund
Budget Status Report
For the Month Ended February 29, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Taxes:				
Property Taxes	$ 26,246,000	$ 26,246,000	$ 13,724,410	a
Property Tax in-lieu of Vehicle License Fee	14,902,000	14,902,000	7,049,303	
Sales Tax	22,208,000	22,208,000	12,534,872	b
Other Taxes and Fees	12,253,000	12,253,000	8,159,347	c
Licenses and Permits	1,336,000	1,336,000	1,127,936	
Intergovernmental	11,389,000	11,389,000	8,176,730	c
Charges for Services	11,056,000	11,056,000	5,409,850	
Fines and Forfeitures	638,000	638,000	287,886	c
Investment Earnings	387,000	387,000	122,555	
Miscellaneous	5,621,000	5,621,000	792,662	
Total Operating Revenues	**$ 106,036,000**	**$ 106,036,000**	**$ 57,385,551**	
Operating Expenditures				
General Government	7,085,552	9,615,547	6,264,835	
Public Safety	63,438,130	63,154,149	41,323,336	
Transportation	2,718,088	2,415,727	1,651,554	
Community Development	9,763,403	8,681,831	6,134,429	
Culture and Recreation	18,204,444	17,377,463	11,311,073	
Total Operating Expenditures	**$ 101,209,617**	**$ 101,244,717**	**$ 66,685,227**	
NET REVENUES FROM OPERATIONS	**$ 4,826,383**	**$ 4,791,283**	**$ (9,299,676)**	

Notes:

a Current year receipts reduced for year-end accrual of $694,354.

b Current year receipts reduced for year-end accrual of $3,256,044 to prior year . Includes January collection of $1,670,197.

c Actual amounts reflect accrual reversals for receipts recognized in the prior year in the amount of $1,131,631.

City of Oxnard
General Fund
Budget Status Report
For the Month Ended February 29, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Payments on CDC loan	$ 1,030,000	$ 1,030,000	$ 1,030,560	
Transfers in	-	-	-	
Sub-total Non-operating Sources	1,030,000	1,030,000	1,030,560	
Non-operating Uses				
Capital outlay	-	22,000	28,101	
Loan to CDC	1,030,560	1,030,560	1,030,560	
Transfers out	4,825,823	5,003,323	631,874	d
Sub-total Non-operating Uses	5,856,383	6,055,883	1,690,535	
NET NON-OPERATING SOURCES AND USES	**$ (4,826,383)**	**$ (5,025,883)**	**$ (659,975)**	
USE OF FUND BALANCE				
Use of Reserve for Encumbrances	-	-	-	
From Available Fund Balance	-	234,600	9,959,651	e
TOTAL USE OF FUND BALANCE	**$ -**	**$ 234,600**	**$ 9,959,651**	
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**	

Notes:

d Transfers out are internal payments to other funds made at the time obligations are due in the target fund.

e Temporary use of fund balance due to lag in property taxes and recognition of future years.

City of Oxnard
Measure O 1/2 Cent Sales Tax
Budget Status Report
For the Month Ended February 29, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	$ 10,000,000	$ 10,000,000	$ 6,643,027 a
Investment Earnings	90,000	90,000	92,414
Total Operating Revenues	**$ 10,090,000**	**$ 10,090,000**	**$ 6,735,441**
Operating Expenditures			
General Government	-	103,200	1,334
Public Safety	3,833,460	3,838,960	780,800
Transportation	-	1,163,543	441,910
Community Development	-	361,622	19,502
Culture and Recreation	-	580,690	165,615
Total Operating Expenditures	**$ 3,833,460**	**$ 6,048,015**	**$ 1,409,161**
NET REVENUES FROM OPERATIONS	**$ 6,256,540**	**$ 4,041,985**	**$ 5,326,280**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Proceeds from Lease Purchase Agreement	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Interest Expense	-	-	-
Payment of Principal	-	-	-
Capital Outlay	519,930	16,460,212	7,244,615
Sub-total Non-operating Uses	519,930	16,460,212	7,244,615
NET NON-OPERATING SOURCES AND USES	**$ (519,930)**	**$ (16,460,212)**	**$ (7,244,615)**
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	-	-
Appropriated Fund Balance	-	16,109,837	7,600,905
TOTAL USE OF FUND BALANCE	**$ -**	**$ 16,109,837**	**$ 7,600,905**
FISCAL YEAR BALANCE	**$ 5,736,610**	**$ 3,691,610**	**$ 5,682,570**

Notes:

a Of $4,325,115 collected, $711,000 was accrued to prior year.

City of Oxnard
Grant Funds
Budget Status Report
For the Month Ended February 29, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Intergovernmental	$ 6,262,654	$ 8,766,310	$ 11,550,428
Fines and forfeitures	-	-	241,689
Investment Earnings	-	-	16,869
Miscellaneous	-	93,267	57,407
Total Operating Revenues	**$ 6,262,654**	**$ 8,859,577**	**$ 11,866,393**
Operating Expenditures			
General Government	-	-	800
Public Safety	271,075	4,130,619	1,360,796
Transportation	-	2,043	2,172
Community Development	4,266,151	11,280,653	3,983,063
Culture and Recreation	198,438	538,282	277,563
Total Operating Expenditures	**$ 4,735,664**	**$ 15,951,597**	**$ 5,624,394**
NET REVENUES FROM OPERATIONS	**$ 1,526,990**	**$ (7,092,020)**	**$ 6,241,999**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Capital Outlay	2,679,357	28,630,236	14,455,498
Transfers out	-	-	-
Sub-total Non-operating Uses	2,679,357	28,630,236	14,455,498
NET NON-OPERATING SOURCES AND USES	**$ (2,679,357)**	**$ (28,630,236)**	**$ (14,455,498)**
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	34,569,889	14,455,498
From Available Fund Balance	1,152,367	1,152,367	(6,241,999)
TOTAL USE OF FUND BALANCE	**$ 1,152,367**	**$ 35,722,256**	**$ 8,213,499**
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**

Notes:

City of Oxnard
Other Governmental Funds
Budget Status Report
For the Month Ended February 29, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	$ 13,516,600	$ 13,516,600	$ 7,562,207
Licenses and Permits	730,000	730,000	795,135
Intergovernmental	4,150,941	4,150,941	4,861,803
Growth and Development Fees	1,808,100	1,808,100	4,361,413
Charges for services	94,600	94,600	59,063
Fines and forfeitures	451,700	451,700	172,789
Investment Earnings	718,433	718,433	330,756
Special Assessments	7,965,011	7,965,011	4,470,118
Miscellaneous	828,600	828,600	661,684
Total Operating Revenues	**$ 30,263,985**	**$ 30,263,985**	**$ 23,274,968**
Operating Expenditures			
General Government	260,084	260,084	172,022
Public Safety	18,196,706	18,346,706	11,005,465
Transportation	5,383,402	5,723,261	3,343,405
Community Development	9,400	1,700,980	1,692,628
Culture and Recreation	4,824,611	4,898,258	3,332,296
Total Operating Expenditures	**$ 28,674,203**	**$ 30,929,289**	**$ 19,545,816**
NET REVENUES FROM OPERATIONS	**$ 1,589,782**	**$ (665,304)**	**$ 3,729,152**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Proceeds from Lease Purchase Agreement	-	-	2,352,076
Transfers in	4,152,311	4,329,811	1,287,935 a
Sub-total Non-operating Sources	4,152,311	4,329,811	3,640,011
Non-operating Uses			
Interest Expense	4,337,408	4,337,408	1,985,868
Payment of Principal	2,935,825	2,935,825	714,278
Capital Outlay	2,080,320	32,900,955	3,796,728
Transfers out	1,781,561	1,781,561	433,134 a
Sub-total Non-operating Uses	11,135,114	41,955,749	6,930,008
NET NON-OPERATING SOURCES AND USES	**$ (6,982,803)**	**$ (37,625,938)**	**$ (3,289,997)**
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	25,586,691	3,796,728
Appropriated Fund Balance	-	7,022,202	-
From Available Fund Balance	5,393,021	5,682,349	(4,235,883)
TOTAL USE OF FUND BALANCE	**$ 5,393,021**	**$ 38,291,242**	**$ (439,155)**
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**

Notes:

a Transfers in/out are internal payments from/to other funds made at the time obligations are due in the target fund.

City of Oxnard
Community Development Commission
Budget Status Report
For the Month Ended February 29, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Taxes	$ 18,955,400	$ 18,955,400	$ 10,142,522	
Rental Income	268,900	268,900	148,270	
Miscellaneous and Reimbursements	14,958	14,958	111,312	
Total Operating Revenues	**$ 19,239,258**	**$ 19,239,258**	**$ 10,402,104**	
Operating Expenditures				
Salaries and Wages	1,446,711	1,446,711	719,245	
County Charges	199,230	199,230	41,412	
Assessment District Payment	138,915	138,915	69,458	
Contracts and Services	3,061,727	3,061,727	60,341	
General and Administrative	1,410,938	1,410,938	879,744	
Total Operating Expenditures	**$ 6,257,521**	**$ 6,257,521**	**$ 1,770,200**	
NET REVENUES FROM OPERATIONS	**$ 12,981,737**	**$ 12,981,737**	**$ 8,631,904**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Transfers In	5,734,942	5,734,942	3,175,766	a
Investment Earnings	1,047,700	1,047,700	194,489	
Working Capital Transfer from General Fund	1,030,600	1,030,600	1,030,560	
Sub-total Non-operating Sources	7,813,242	7,813,242	4,400,815	
Non-operating Uses				
Capital Outlay	17,763,027	38,438,789	264,905	
Interest Expense	2,853,090	2,671,256	1,026,896	
Tax Increment Pass Through	4,131,000	4,131,000	1,759,664	
Project Loans	650,000	5,650,000	5,650,000	
Transfer per Cooperation Agreement	-	-	4,024,833	b
Transfers out	5,734,942	5,734,942	3,175,766	a
Sub-total Non-operating Uses	31,132,059	56,625,987	15,902,064	
NET NON-OPERATING SOURCES AND USES	**$ (23,318,817)**	**$ (48,812,745)**	**$ (11,501,249)**	
DEBT FINANCING & USE OF FUND BALANCE				
Payment of Principal	(2,395,560)	(2,395,560)	(2,395,560)	
Designated for Authorized Projects & Encumbrances		16,725,764	264,905	
Appropriated Fund Balance	-	8,950,000	5,000,000	
From/(To) Operating and Capital Reserves	12,732,640	12,550,804	-	
TOTAL USE OF FUND BALANCE	**$ 10,337,080**	**$ 35,831,008**	**$ 2,869,345**	
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**	

Notes:

a Transfers in/out are internal payments from/to other funds made at the time obligations are due in the target fund.

City of Oxnard
Tax Increment (CDC Cooperation Agreement)
Budget Status Report
For the Month Ended February 29, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Taxes	$ -	$ -	$ -	
Rental Income	-	-	14,646	
Miscellaneous and Reimbursements	-	-	21,162	
Total Operating Revenues	$ -	$ -	$ 35,808	
Operating Expenditures				
Salaries and Wages	-	-	-	
County Charges	-	-	-	
Assessment District Payment	-	-	-	
Contracts and Services	-	-	-	
General and Administrative	-	-	-	
Total Operating Expenditures	$ -	$ -	$ -	
NET REVENUES FROM OPERATIONS	$ -	$ -	$ 35,808	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Transfers In	-	-	-	a
Transfer per Cooperation Agreement			4,024,833	b
Investment Earnings	-	-	13,461	
Sub-total Non-operating Sources	-	-	4,038,294	
Non-operating Uses				
Capital Outlay	-	-	-	
Interest Expense	-	-	-	
Project Loans	-	-	-	
Transfers out	-	-	-	a
Sub-total Non-operating Uses	-	-	-	
NET NON-OPERATING SOURCES AND USES	$ -	$ -	$ 4,038,294	
DEBT FINANCING & USE OF FUND BALANCE				
Designated for Authorized Projects & Encumbrances		-	-	
Appropriated Fund Balance	-	-	-	
From/(To) Operating and Capital Reserves	-	-	(4,074,102)	
TOTAL USE OF FUND BALANCE	$ -	$ -	$ (4,074,102)	
FISCAL YEAR BALANCE	$ -	$ -	$ -	

Notes:

a Transfers in/out are internal payments from/to other funds made at the time obligations are due in the target fund.

City of Oxnard
Successor Agency to the Community Development Commission
Budget Status Report
For the Month Ended February 29, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Taxes	$ -	$ -	$ 66,763	
Rental Income	-	-	-	
Miscellaneous and Reimbursements	-	-	-	
Total Operating Revenues	$ -	$ -	$ **66,763**	
Operating Expenditures				
Salaries and Wages	-	-	96,255	
County Charges	-	-	-	
Assessment District Payment	-	-	-	
Contracts and Services	-	-	-	
General and Administrative	-	-	53,915	
Total Operating Expenditures	$ -	$ -	$ **150,170**	
NET REVENUES FROM OPERATIONS	$ -	$ -	$ **(83,407)**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Transfers In	-	-	161,987	a
Investment Earnings	-	-	165	
Sub-total Non-operating Sources	-	-	162,152	
Non-operating Uses				
Capital Outlay	-	-	-	
Interest Expense	-	-	1,003,458	
Project Loans	-	-	111,300	
Transfers out	-	-	161,987	a
Sub-total Non-operating Uses	-	-	1,276,745	
NET NON-OPERATING SOURCES AND USES	$ -	$ -	$ **(1,114,593)**	
DEBT FINANCING & USE OF FUND BALANCE				
Designated for Authorized Projects & Encumbrances		-	-	
Appropriated Fund Balance	-	-	-	
From/(To) Operating and Capital Reserves	-	-	1,198,000	
TOTAL USE OF FUND BALANCE	$ -	$ -	$ **1,198,000**	
FISCAL YEAR BALANCE	$ -	$ -	$ -	

Notes:

a Transfers in/out are internal payments from/to other funds made at the time obligations are due in the target fund.

City of Oxnard
Water Funds
Budget Status Report
For the Month Ended February 29, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	$ 39,910,000	$ 39,910,000	$ 26,966,460
Security/Contamination Prevention Fees	750,000	750,000	166,409
Miscellaneous and Reimbursements	212,750	212,750	597,969
Total Operating Revenues	**$ 40,872,750**	**$ 40,872,750**	**$ 27,730,838**
Operating Expenditures			
Salaries and Wages	4,354,003	4,354,003	2,616,100
Contracts and Services	2,416,046	2,474,854	1,439,942
Operating Supplies	1,020,600	1,020,600	357,824
Water Acquisition	18,784,000	18,784,000	10,445,643
General and Administrative	4,353,977	4,303,977	2,606,729
Total Operating Expenditures	**$ 30,928,626**	**$ 30,937,434**	**$ 17,466,238**
NET REVENUES FROM OPERATIONS	**$ 9,944,124**	**$ 9,935,316**	**$ 10,264,600**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	1,314,400	1,314,400	- a
Investment Earnings	2,344,000	2,344,000	1,159,703
Line of credit	-	-	-
Connection Fees	460,000	460,000	622,424
Sub-total Non-operating Sources	4,118,400	4,118,400	1,782,127
Non-operating Uses			
Capital Outlay (non-debt financed)	2,785,000	13,251,906	1,799,022
Interest Expense	11,599,998	11,599,998	8,164,709
Transfers out	-	-	-
Sub-total Non-operating Uses	14,384,998	24,851,904	9,963,731
NET NON-OPERATING SOURCES AND USES	**$ (10,266,598)**	**$ (20,733,504)**	**$ (8,181,604)**
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(3,500,237)	(3,500,237)	(1,831,435)
Designated for Authorized Projects & Encumbrances	-	39,976,759	2,193,926
Use of Bond Principal	-	(29,501,045)	(10,871,832)
From/(To) Capital Reserve	3,822,711	3,822,711	8,426,345
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ 322,474**	**$ 10,798,188**	**$ (2,082,996)**
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**

Notes:

a Transfers in are internal payments from other funds made at the time obligations are due in the target fund.

City of Oxnard
Wastewater Funds
Budget Status Report
For the Month Ended February 29, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	$ 23,250,000	$ 23,250,000	$ 14,854,354
Security/Contamination Prevention Fees	150,000	150,000	-
Miscellaneous and Reimbursements	610,000	610,000	168,921
Total Operating Revenues	**$ 24,010,000**	**$ 24,010,000**	**$ 15,023,275**
Operating Expenditures			
Salaries and Wages	6,108,631	5,815,631	3,700,713
Contracts and Services	5,123,127	5,658,638	3,630,146
Operating Supplies	1,744,200	1,904,770	1,147,896
General and Administrative	3,210,253	3,483,133	2,364,187
Total Operating Expenditures	**$ 16,186,211**	**$ 16,862,172**	**$ 10,842,942**
NET REVENUES FROM OPERATIONS	**$ 7,823,789**	**$ 7,147,828**	**$ 4,180,333**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	30,000	30,000	78,941
Investment Earnings	320,000	320,000	4,684,133
Sub-total Non-operating Sources	350,000	350,000	4,763,074
Non-operating Uses			
Capital Outlay (non-debt financed)	-	2,778,327	387,725
Interest Expense	7,151,939	7,153,939	3,501,955
Sub-total Non-operating Uses	7,151,939	9,932,266	3,889,680
NET NON-OPERATING SOURCES AND USES	**$ (6,801,939)**	**$ (9,582,266)**	**$ 873,394**
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(4,276,021)	(4,288,021)	(28,831) v
Designated for Authorized Projects & Encumbrances	-	3,374,589	300,253
Capital Outlay (debt financed)	-	-	-
Appropriated Fund Balance	-	93,701	93,701
From/(To) Capital Reserve	3,254,171	3,254,169	(5,418,850)
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ (1,021,850)**	**$ 2,434,438**	**$ (5,053,727)**
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**

Notes:

City of Oxnard
Environmental Resources
Budget Status Report
For the Month Ended February 29, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	$ 42,740,000	$ 42,740,000	$ 25,631,770
Security/Contamination Prevention Fees	-	-	-
Miscellaneous and Reimbursements	245,000	245,000	195,049
Total Operating Revenues	**$ 42,985,000**	**$ 42,985,000**	**$ 25,826,819**
Operating Expenditures			
Salaries and Wages	6,670,446	6,670,446	4,244,384
Operating Supplies	223,700	400,365	293,728
Contracts and Services	26,946,449	26,915,449	17,469,869
General and Administrative	3,712,981	3,712,981	2,554,684
Total Operating Expenditures	**$ 37,553,576**	**$ 37,699,241**	**$ 24,562,665**
NET REVENUES FROM OPERATIONS	**$ 5,431,424**	**$ 5,285,759**	**$ 1,264,154**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Investment Earnings	179,000	179,000	27,695
Line of credit	-	-	-
Connection Fees	-	-	14,452
Sub-total Non-operating Sources	179,000	179,000	42,147
Non-operating Uses			
Capital Outlay (non-debt financed)	300,000	479,394	36,270
Interest Expense	927,746	927,746	322,561
Transfers out	62,129	62,129	- a
Sub-total Non-operating Uses	1,289,875	1,469,269	358,831
NET NON-OPERATING SOURCES AND USES	**$ (1,110,875)**	**$ (1,290,269)**	**$ (316,684)**
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(3,610,758)	(3,610,758)	(290,996)
Designated for Authorized Projects & Encumbrances	-	179,393	28,320
Appropriated Fund Balance	-	145,665	145,665
From/(To) Capital Reserve	(709,791)	(709,790)	(830,459)
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ (4,320,549)**	**$ (3,995,490)**	**$ (947,470)**
FISCAL YEAR BALANCE	**$ -**	**$ 0**	**$ -**

Notes:

a Transfers out are internal payments to other funds made at the time obligations are due in the target fund.

City of Oxnard
Golf
Budget Status Report
For the Month Ended February 29, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	$ 4,000,000	$ 4,000,000	$ 2,765,201
Miscellaneous and Reimbursements	10,000	10,000	4,777
Total Operating Revenues	**$ 4,010,000**	**$ 4,010,000**	**$ 2,769,978**
Operating Expenditures			
Salaries and Wages	65,880	65,880	42,138
Operating Supplies	-	-	-
Contracts and Services	3,799,261	3,799,261	2,687,604
General and Administrative	184,125	184,125	115,936
Total Operating Expenditures	**$ 4,049,266**	**$ 4,049,266**	**$ 2,845,678**
NET REVENUES FROM OPERATIONS	**$ (39,266)**	**$ (39,266)**	**$ (75,700)**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	-
Investment Earnings	-	-	(1,171)
Sub-total Non-operating Sources	-	-	(1,171)
Non-operating Uses			
Capital Outlay (non-debt financed)	49,500	62,304	13,682
Interest Expense	179,956	179,956	89,978
Transfers out	-	-	-
Sub-total Non-operating Uses	229,456	242,260	103,660
NET NON-OPERATING SOURCES AND USES	**$ (229,456)**	**$ (242,260)**	**$ (104,831)**
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(907,604)	(907,604)	-
Designated for Authorized Projects & Encumbrances	-	12,804	12,804
From/(To) Capital Reserve	1,176,326	1,176,326	167,727
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ 268,722**	**$ 281,526**	**$ 180,531**
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**

Notes:

City of Oxnard
Performing Arts & Convention Center
Budget Status Report
For the Month Ended February 29, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	$ 450,200	$ 450,200	$ 284,095
Miscellaneous	90,000	90,000	12,436
Total Operating Revenues	**$ 540,200**	**$ 540,200**	**$ 296,531**
Operating Expenditures			
Salaries and Wages	1,057,210	1,057,210	686,310
Operating Supplies	300	300	332
Contracts and Services	252,355	252,355	156,814
General and Administrative	172,511	172,511	136,738
Total Operating Expenditures	**$ 1,482,376**	**$ 1,482,376**	**$ 980,194**
NET REVENUES FROM OPERATIONS	**$ (942,176)**	**$ (942,176)**	**$ (683,663)**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	947,811	947,811	631,874 a
Investment Earnings	-	-	(2,525)
Sub-total Non-operating Sources	947,811	947,811	629,349
Non-operating Uses			
Capital Outlay	-	-	-
Sub-total Non-operating Uses	-	-	-
NET NON-OPERATING SOURCES AND USES	**$ 947,811**	**$ 947,811**	**$ 629,349**
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Capital Reserve	(5,635)	(5,635)	54,314
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ (5,635)**	**$ (5,635)**	**$ 54,314**
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**

Notes:

a Transfers in are internal payments from other funds made at the time obligations are due.

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 03/20/2012

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

Prepared By: Mary Gavia-Barajas, Public Housing Supervisor Agenda Item No. L-1

Reviewed By: Interim City Manager KB City Attorney Finance Other *(Specify)*

DATE: March 7, 2012

TO: Housing Authority Commission

FROM: William E. Wilkins, Housing Director

SUBJECT: **Five-Year/Annual Agency Plan and Five-Year Capital Fund for Low Rent Public Housing**

RECOMMENDATION

That the Board of Commissioners of the Housing Authority of the City of Oxnard:

(1) Hold a public hearing to receive comments concerning the second year of the Five-Year Agency Plan and the 2012 Capital Fund Annual Statement and Five-Year Capital Fund Plan;

(2) Adopt a resolution:

(a) Approving the Five-Year/Annual Agency Plan for the Housing Authority;

(b) Authorizing and directing the Chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures;

(c) Authorizing the Housing Director to execute and submit all reports, documents and all other certifications required to comply with HUD's policies and procedures regarding the Five-Year Agency Plan;

(d) Approving the 2012 Capital Fund Annual Statement and Five-Year Capital Fund Plan; and

(e) Authorizing the Housing Director to accept and expend the funds as indicated in the revised 2012 Capital Fund Annual Statement and Five-Year Capital Fund Plan.

SUMMARY

The Oxnard Housing Authority (OHA) Agency Plan consists of a Five-Year Plan and an Annual Plan. The Five–Year Plan describes the mission of the Housing Authority and the long–range goals and objectives for achieving the mission over the course of the five–year period. The Annual Plan coincides with the fiscal year, and provides details about the OHA's immediate operations, program participants, programs, and services, as well as OHA strategies for handling operational and resident concerns in the upcoming fiscal year.

The two planning mechanisms (the Five-Year Plan and the Annual Plan) require the OHA to examine existing operations and needs, and to design long–and short-range strategies to address those needs. The proposed amendments for the 2012- 2016 Five Year Plan and the 2012-2013 Annual Plan are focused on policy changes, including proposed changes which affect Low-Income Public Housing and Section 8 Housing Choice Voucher program.

In addition to the Five-Year and Annual Plans, the OHA is required to adopt an annual budget for Capital and Management Activities for Low Rent Public Housing ("Capital Fund") as part of the Annual and Five Year Plans.

DISCUSSION

The requirement to develop a Five-Year/Annual Agency Plan is set forth in the Quality Housing and Work Responsibility Act of 1998 (the Act). The Five-Year/Annual Agency Plan must be consistent with the City's Consolidated Plan, and its development involves consultation with affected groups.

The purpose of the Five-Year/Annual Agency Plan along with the Admissions and Continued Occupancy Policy and Administrative Plan is to provide a framework for local accountability, along with an easily-identifiable source document where public housing residents, participants in the Section 8 Program, and members of the public may locate basic information regarding a Housing Authority's policies, rules and regulations and services provided by the agency.

Five-Year/Annual Agency Plan updates must be submitted to HUD at least seventy-five days prior to the beginning of each fiscal year, and must include certifications that the OHA Plan is consistent with the City's Consolidated Plan, and in accordance with HUD requirements.

The proposed changes included in the OHA 2012-2013 Annual Agency Plan were made available for public review on January 19, 2012 and submitted to the Resident Advisory Board (RAB) for its review and input. The RAB, consisting of two Tenant Commissioners, twelve other public housing residents, and one Section 8 tenant, conducted public meetings to discuss the Plan on January 19, and February 2, 2012. Oxnard Housing Authority staff made presentations to the RAB at those meetings and responded to inquiries and suggestions from RAB members and others. A forty-five day period, running through March 5, 2012, was established for submission of written comments on the proposed changes to the Five-Year/Annual Agency Plan.

The recommended amendments to the Five-Year/Annual Plan include one change proposed for the Low-Income Public Housing Program, and no changes to the Section 8 Housing Choice Voucher Program, as specified in the following sections.

A. PROPOSED AMENDMENTS TO LOW-INCOME PUBLIC HOUSING POLICIES

The First proposed change relates to accepting applications for the two high rise Senior Buildings.

The OHA proposes to adopt a site-based waiting list for the Senior Buildings located at 401 South "C" Street and 801 South "C" Street. These buildings are designated for seniors that are 62 years of age or older or persons that are permanently disabled. The Department of Housing and Urban Development allows Housing Authorities to adopt a site-based waiting list to establish an adequate pool of applications to fill vacant units.

There are no proposed changes to the Section 8 Voucher Program Administrative Plan.

C. CAPITAL FUND PLAN

The primary purpose of the Capital Fund Program is to preserve and maintain the integrity of the OHA's public housing stock and to fund necessary management improvements. For the coming fiscal year, the OHA is presenting a budget of $1,482,306.00 for the Capital Fund Program activities. Those are set forth in Attachments #1 and #2 hereto. The final funding amount is yet to be determined and is based upon congressional appropriation.

FINANCIAL IMPACT

The approval of the recommended action will enable the OHA to obtain various HUD funds, including approximately $1.5 million under the Capital Fund. Adoption of an Agency Annual Plan is required for the OHA to receive the funds set forth in the Annual and Five-Year Plan of the Capital Fund Program.

Attachment #1 - Proposed Capital Fund Annual Statement for 2012-2013
#2 - Proposed Capital Fund Program Five-Year Action Plan
#3 - Resolution Approving the Five-Year Capital Fund Plan and Authorizing the Housing Director to execute and submit the revised plan and budget.

Note: Due to the length of the Five-Year/Annual Agency Plan copies are available for review at the Circulation Desk in the Library after 6:00 p.m. on the Thursday prior to the Commissioners meeting and at the City Clerk's Office after 8:00 am on Friday prior to the Commissioners meeting.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name:	Grant Type and Number	FFY of Grant:
Oxnard Housing Authority	Capital Fund Program Grant No: **CA16-P031-501-12** Replacement Housing Factor Grant No: Date of CFFP: 3/5/2012	**2012** **FFY of Grant Approval:**

Type of Grant:
[X] Original annual Statement **[ ] Reserve for Disasters/Emergencies** **[ ] Revised Annual Statement (Revision no:)**
[ ] Performance and Evaluation Report for Period Ending: **[ ] Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 20) [3]	$ 296,069.25			
3	1408 Management Improvements	$ 34,000.00			
4	1410 Management Fees (may not exceed 10% of line 20)	$ 104,162.00			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 A & E Fees	$ 40,000.00			
	1430 Advertising	$ 5,000.00			
	1430 Planning Salaries/ Benefits	$ 80,000.00			
8	1440 Site Acquisition				
9	1450 Site Improvement	$ 50,000.00			
10	1460 Dwelling Structures	$ 342,398.00			
11	1465.1 Dwelling Equipment - Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment (Computer Hardware)	$ 40,000.00			
	1475 Construction Vehicle	$ -			
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities 4				
18a	1501 Collateralization or Debt Service paid by PHA	$ 440,676.75			
18ba	9000 Collateralization or Dept. Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)	$ 50,000.00			
20	Amount of Annual Grant: (sum of lines 2 - 19)	$ **1,482,306.00**			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 compliance				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs	$ 50,000.00			
25	Amount of line 20 Related to Energy Conservation Measures	$ 114,398.00			

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
4 RHF funds shall be included here.

form HUD-50075.1 (4/2008)

Attachment No. 1
Page 1 of 7

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary					
PHA Name: **Oxnard Housing Authority**	**Grant Type and Number** Capital Fund Program Grant No: **CA16-P031-501-12** Replacement Housing Factor Grant No: Date of CFFP: 3/5/2012				**FFY of Grant:** **2012** **FFY of Grant Approval:**
Type of Grant: [X] Original annual Statement [ ] Reserve for Disasters/Emergencies [ ] Revised Annual Statement (Revision no:) [ ] Performance and Evaluation Report for Period Ending: [ ] Final Performance and Evaluation Report					
Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost**	
		Original	**Revised**	**Obligated**	**Expended**
Signature of Executive Director		**Date**	**Signature of Public Housing Director**		**Date**

form HUD-50075.1 (4/2008)

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Attachment No. 1
Page 2 of 7

Part II: Supporting Pages

PHA Name: **Oxnard Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **CA16-P031-501-12** CFFP (YES/ No):
Replacement Housing Factor Grant No:

Federal FFY of Grant: **2012**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
CAL 31-0	Operations	1406		$ 296,069.25				
PHA WIDE								
	Professional Development/							
	PAPA Certification (PH grounds workers)	1408		$ 500.00				
	NAHRO Conference/Training (PH staff)	1408		$ -				
	PH Occupancy & Management Training (PH staff)	1408		$ -				
	Financial Training (PH staff)	1408		$ -				
	Compliance Monitoring	1408		$ 3,000.00				
	Resident Services/							
	GED Classes	1408		$ -				
	Teen parent program	1408		$ -				
	ESL (English as Second Language) Classes	1408		$ -				
	Youth Job Development	1408		$ -				
	Consultants/							
	Physical Inspection Consultants	1408		$ 5,000.00				
	IT Consultant	1408		$ 10,000.00				
	PH Grant Writer	1408		$ -				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: **Oxnard Housing Authority**	**Grant Type and Number** Capital Fund Program Grant No: **CA16-P031-501-12** CFFP (YES/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:** **2012**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
CAL 31-0								
PHA WIDE								
	Capital Needs Assessment	1408		$ 15,000.00				
	Dissaster Preparedness	1408		$ 500.00				
	Management Fees	1410		$ 104,162.00				
	A&E Fees (Contract)	1430		$ 40,000.00				
	Advertising	1430		$ 5,000.00				
	Planning Sal/Ben	1430		$ 80,000.00				
	Computer Hardware	1475		$ 40,000.00				
	Bond Payment	1501		$ 440,676.75				
	Contingency	1502		$ 50,000.00				
	Total 31-0:			$ 1,089,908.00				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part II: Supporting Pages

PHA Name: **Oxnard Housing Authority**	**Grant Type and Number** Capital Fund Program Grant No: **CA16-P031-501-12** CFFP (YES/ No):Yes Replacement Housing Factor Grant No:					**Federal FFY of Grant:** **2012**		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated [2]	Funds Expended [2]	
OHA Wide	Security System (C)	1460		$ 50,000.00				
CAL 31-2	Concrete Repairs(C)	1450		$ 50,000.00				
Felicia Ct.	Occupancy Rehab (C)	1460		$ 2,000.00				
	Total 31-2:			**$ 52,000.00**				
CAL 31-3	Vinyl Fencing (C)	1450		$ -				
	Water Heaters ©	1460		$ 70,000.00				
Colonia Road	Occupancy Rehab (C)	1460		$ 2,000.00				
	Total 31-3:			**$ 72,000.00**				
CAL 31-4								
Pleasant Valley	Occupancy Rehab (C)	1460		$ 2,000.00				
	Total 31-4:			**$ 2,000.00**				
CAL 31-5	Plumbing /Angle Stops (C)	1460		$ 15,000.00				
Plaza Vista	Shower Mixer Valves (C)	1460		$ 29,398.00				
	Tub Surrounds (C)	1460		$ 28,000.00				
	Occupancy Rehab (C)	1460		$ 2,000.00				
	Total 31-5:			**$ 74,398.00**				
CAL31-7								
Scattered Sites	Entry & Storage Doors (C)	1460		$ 88,000.00				
	Closet Doors (C)	1460		$ 50,000.00				
	Occupancy Rehab (C)	1460		$ 2,000.00				
	Total 31-7:			**$ 140,000.00**				
CAL 31-8								
Palm Vista	Kitchen Cabinets (C)	1460		$ -				
	Occupancy Rehab (C)	1460		$ 2,000.00				
	Total 31-8:			**$ 2,000.00**				
	CA16-P031-501-09 Total:			**$ 1,482,306.00**				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: Oxnard Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: **CA16-P031-501-12** CFFP (YES/ No):Yes Replacement Housing Factor Grant No:	**Federal FFY of Grant:** 2012

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated [2]	Funds Expended [2]	
	CFFP Bond			5,745,000	5,745,000			
	Total CFFP Bond:			5,745,000	5,745,000			
	Usage							
	CFFP Underwriters Discount			86,175	86,175			
	CFFP Issuance Cost			52,428	52,428			
	CFFP Debt Service Reserve			456,138	456,138			
	CFFP Capitalization Interest			130,693	130,693			
	CFFP Project Construction			5,016,663	5,016,663			
	CFFP Rounding Amount			2,903	2,903			
	Total CFFP Usage:			5,745,000	5,745,000			
	CFFP Project Construction Usage							
	Details							
	CFFP Administration 31-0			362,743	362,743			
	CFFP Vacancy Cost 31-0			68,014	68,014			
	CFFP Maintenance Cost 31-0			27,205	27,205			
	CFFP Contingency 31-0			158,701	158,701			
	Total 31-0:			616,663	616,663			
	CFFP Construction Cost 31-3			3,000,000	3,000,000			
	Total 31-3:			3,000,000	3,000,000			
	CFFP Construction Cost 31-4			1,400,000	1,400,000			
	Total 31-4:			1,400,000	1,400,000			
	CFFP Total Project Construction Cost:			5,016,663	5,016,663			

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Oxnard Housing Authority					**Federal FY of Grant:** 2011
Development Number Name/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reason for Revised target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
CAL 31-0	3/11/2014		3/11/2016		
PHA-Wide					
CAL 31-1	3/11/2014		3/11/2016		
The Courts					
CAL 31-2	3/11/2014		3/11/2016		
Felicia Court					
CAL 31-3	3/11/2014		3/11/2016		
Colonia Road					
CAL 31-4	3/11/2014		3/11/2016		
Pleasant Valley					
CAL 31-5	3/11/2014		3/11/2016		
Plaza Vista					
CAL 31-7	3/11/2014		3/11/2016		
Scattered Sites					
CAL 31-8	3/11/2014		3/11/2016		
Palm Vista					

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[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Capital Fund Program Five-Year Action Plan
Part I: Summary

PHA Name: Oxnard Housing Authority				[X] Original 5-Year Plan [ ] Revision no:	
Development Number/Name/HA-Wide	Year 1 2012	Work Statement for Year 2 FFY Grant: 2013 PHA FY: 2014	Work Statement for Year 3 FFY Grant: 2014 PHA FY: 2015	Work Statement for Year 4 FFY Grant: 2015 PHA FY: 2016	Work Statement for Year 5 FFY Grant: 2016 PHA FY: 2017
	Annual Statement				
CAL 31-0 OHA-Wide		$ 1,302,768.75	$ 1,300,558.75	$ 1,303,273.75	$ 1,305,045.00
OHA Wide Security System		$ 50,000.00	$ 75,000.00	$ 100,000.00	$ 25,000.00
CAL 31-1 The Courts					
CAL 31-2 Felicia Court		$ 220,000.00	$ 227,000.00	$ 600,000.00	$ 80,000.00
CAL 31-3 Colonia Road		$ 2,000.00	$ 172,000.00	$ 2,000.00	$ 65,000.00
CAL 31-4 Pleasant Valley		$ 250,000.00	$ 2,000.00	$ 2,000.00	$ 80,000.00
CAL 31-5 Plaza Vista		$ 108,000.00	$ 148,000.00	$ 2,000.00	$ 2,000.00
CAL 31-7 Scattered Sites		$ 50,000.00	$ 2,000.00	$ 2,000.00	$ 425,000.00
CAL 31-8 Palm Vista		$ 180,000.00	$ 75,000.00	$ 2,000.00	$ 18,000.00
CFP Funds Listed for 5-year planning		**$ 2,162,768.75**	**$ 2,001,558.75**	**$ 2,013,273.75**	**$ 2,000,045.00**
Replacement Housing Factor Funds					

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages - Work Activities

Activities for Year 1 2012	Activities for Year: 2 FFY Grant: 2013 PHA FY: 2014			Activities for Year: 3 FFY Grant: 2014 PHA FY: 2015		
	Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
See	PHA-Wide	Operations	$ 400,000.00	PHA-Wide	Operations	$ 400,000.00
Annual	Cal 31-0			Cal 31-0		
Statement						
		Management Improvement	$ 91,760.00		Management Improvement	$ 91,760.00
		Management Fees	$ 155,800.00		Management Fees	$ 155,000.00
		A&E Fees	$ 40,000.00		A&E Fees	$ 40,000.00
		Advertising	$ 5,000.00		Advertising	$ 5,000.00
		Planning Salaries/ Benefits	$ 80,000.00		Planning Salaries/ Benefits	$ 80,000.00
		Computer Hardware	$ 40,000.00		Computer Hardware	$ 40,000.00
		CFFP Bond Payment	$ 440,208.75		CFFP Bond Payment	$ 438,798.75
		Contingency	$ 50,000.00		Contingency	$ 50,000.00
	Cal 31-0 Subtotal:		**$ 1,302,768.75**	Cal 31-0 Subtotal:		**$ 1,300,558.75**
Total CFP Estimated Cost						

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages - Work Activities

Activities for Year 1 2012	Activities for Year: 2 FFY Grant: 2013 PHA FY: 2014			Activities for Year: 3 FFY Grant: 2014 PHA FY: 2015		
	Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
	OHA Wide	Security System	$ **50,000.00**	OHA Wide	Security System	$ **75,000.00**
See	**Felicia Court**			**Felicia Court**		
Annual	CAL 31-2	Kitchen Cabinets	$ 218,000.00	CAL 31-2	504 Compliance	$ 184,000.00
Statement		Occupancy Rehab	$ 2,000.00		A & E Fees	$ 20,000.00
	CAL 31-2 Subtotal:		$ **220,000.00**		Relocation	$ 21,000.00
	Colonia Village				Occupancy Rehab	$ 2,000.00
	CAL 31-3	Occupancy Rehab	$ 2,000.00	**CAL 31-2 Subtotal:**		$ **227,000.00**
				Colonia Village		
				CAL 31-3	504 Compliance	$ 135,000.00
	CAL 31-3 Subtotal		$ **2,000.00**		A & E Fees	$ 20,000.00
	Pleasant Valley				Relocation	$ 15,000.00
	CAL 31-4	Roofs & Fascia Boards	$ 248,000.00		Occupancy Rehab	$ 2,000.00
		Occupancy Rehab	$ 2,000.00	**CAL 31-3 Subtotal**		$ **172,000.00**
	CAL 31-4 Subtotal		$ **250,000.00**			
	Plaza Vista			**Pleasant Valley**		
	CAL 31-5	Kitchen Cabinets	$ 106,000.00	CAL 31-4	Occupancy Rehab	$ 2,000.00
		Occupancy Rehab	$ 2,000.00	**CAL 31-4 Subtotal:**		$ **2,000.00**
				Plaza Vista		
				CAL 31-5	504 Compliance	$ 50,000.00
					A & E Fees	$ 20,000.00
					Relocation	$ 6,000.00
	CAL 31-5 Subtotal:		$ **108,000.00**		Parking Concrete	$ 70,000.00
	Scattered Sites				Occupancy Rehab	$ 2,000.00
	CAL 31-7	Closet Doors	$ 50,000.00	**CAL 31-5 Subtotal:**		$ **148,000.00**
		Occupancy Rehab	$ 2,000.00	**Scattered Sites**		
	CAL 31-7 Subtotal:		$ **50,000.00**	CAL 31-7	Occupancy Rehab	$ 2,000.00
	Palm Vista			**CAL 31-7 Subtotal:**		$ **2,000.00**
	CAL 31-8	Re-roofing	$ 90,000.00	**Palm Vista**		
		Roof Re-piping	$ 88,000.00	CAL 31-8	Parking Concrete	$ 73,000.00
		Occupancy Rehab	$ 2,000.00		Occupancy Rehab	$ 2,000.00
	CAL 31-8 Subtotal:		$ **180,000.00**	**CAL 31-8 Subtotal:**		$ **75,000.00**
Total CFP Estimated Cost			$ **2,162,768.75**			$ **2,001,558.75**

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages --- Work activities

Activities for Year: 4 FFY Grant: 2015 PHA FY: 2016			Activities for Year: 5 FFY Grant: 2016 PHA FY: 2017		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
PHA-Wide	Operations	$ 400,000.00	PHA-Wide	Operations	$ 400,000.00
Cal 31-0			Cal 31-0		
	Management Improvement	$ 91,760.00		Management Improvement	$ 91,760.00
	Management Fees	$ 155,000.00		Management Fees	$ 155,000.00
	A&E Fees	$ 40,000.00		A&E Fees	$ 40,000.00
	Advertising	$ 5,000.00		Advertising	$ 5,000.00
	Planning Salaries/ Benefits	$ 80,000.00		Planning Salaries/ Benefits	$ 80,000.00
	Computer Hardware	$ 40,000.00		Computer Hardware	$ 40,000.00
	CFFP Bond Payment	$ 441,513.75		CFFP Bond Payment	$ 443,285.00
	Contingency	$ 50,000.00		Contingency	$ 50,000.00
Cal 31-0 Subtotal:		**$ 1,303,273.75**	Cal 31-0 Subtotal:		**$ 1,305,045.00**
Total CFP Estimated Cost					

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Attachment No. 2
Page 4 of 5

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages --- Work activities

Activities for Year: 4
FFY Grant: 2015
PHA FY: 2016

Development Name/Number	Major Work Categories	Estimated Cost
OHA Wide	Security System	$ **100,000.00**
Felicia Court		
CAL 31-2	Bathrooms	$ 598,000.00
	Occupancy Rehab	$ 2,000.00
CAL 31-2 Subtotal:		$ **600,000.00**
Colonia Village		
CAL 31-3	Occupancy Rehab	$ 2,000.00
CAL 31-3 Subtotal		$ **2,000.00**
Pleasant Valley		
CAL 31-4	Occupancy Rehab	$ 2,000.00
CAL 31-4 Subtotal:		$ **2,000.00**
Plaza Vista		
CAL 31-5	Occupancy Rehab	$ 2,000.00
CAL 31-5 Subtotal:		$ **2,000.00**
Scattered Sites		
CAL 31-7	Occupancy Rehab	$ 2,000.00
CAL 31-7 Subtotal:		$ **2,000.00**
Palm Vista		
CAL 31-8	Occupancy Rehab	$ 2,000.00
CAL 31-8 Subtotal:		$ **2,000.00**
Total CFP Estimated Cost		$ **2,013,273.75**

Activities for Year: 5
FFY Grant: 2016
PHA FY: 2017

Development Name/Number	Major Work Categories	Estimated Cost
OHA Wide	Security System	$ **25,000.00**
Felicia Court		
CAL 31-2	Exterior Walls Repair	$ 78,000.00
	Occupancy Rehab	$ 2,000.00
CAL 31-2 Subtotal:		$ **80,000.00**
Colonia Village		
CAL 31-3	Stove	$ 30,000.00
	Refrigerators	$ 33,000.00
	Occupancy Rehab	$ 2,000.00
CAL 31-3 Subtotal		$ **65,000.00**
Pleasant Valley		
CAL 31-4	Community Center Roofing	$ 30,000.00
	Rehab Recreation Room	$ 48,000.00
	Occupancy Rehab	$ 2,000.00
CAL 31-4 Subtotal:		$ **80,000.00**
Plaza Vista		
CAL 31-5	Occupancy Rehab	$ 2,000.00
CAL 31-5 Subtotal:		$ **2,000.00**
Scattered Sites		
CAL 31-7	504 Compliance	$ 172,000.00
	A & E Fees	$ 10,000.00
	Relocation	$ 21,000.00
	Kitchen Cabinets	$ 220,000.00
	Occupancy Rehab	$ 2,000.00
CAL 31-7 Subtotal:		$ **425,000.00**
Palm Vista	Wrought Iron Fencing	$ 16,000.00
CAL 31-8	Occupancy Rehab	$ 2,000.00
CAL 31-8 Subtotal:		$ **18,000.00**
		$ **2,000,045.00**

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. __________

RESOLUTION APPROVING THE FIVE-YEAR AND ANNUAL AGENCY PLANS AND THE 2012-2013 CAPITAL FUND ANNUAL STATEMENT AND FIVE-YEAR CAPITAL FUND PLAN AND AUTHORIZING THE HOUSING DIRECTOR TO EXECUTE AND SUBMIT THE PLANS AND CAPITAL FUNDS STATEMENT

WHEREAS, the Housing Authority of the City of Oxnard (OHA) is required by the U.S. Department of Housing and Urban Development (HUD) to develop and adopt a Five-Year Agency Plan, update the same with an Annual Plan (the plan), and submit the second year of the Five-Year and Annual Plans for HUD's review and approval in order to be eligible to receive HUD funding utilized for the OHA's operation; and

WHEREAS, the Housing Authority of the City of Oxnard adopted a Five-Year Plan in 2011; and

WHEREAS, on January 19, 2012, the OHA conducted a public hearing on the proposed second year of the 2011-2016 Five-Year Plan and the 2012-2013 Annual Plan update and on the proposed 2012-2013 Capital Fund Annual Statement and second year of the Five-Year Capital Fund Plan;

WHEREAS, the OHA wishes to update its plan by adoption of the second year of the 2011-2016 Five-Year Plan, the 2012-2013 Annual Plan and the 2012-2013 Capital Fund Annual Statement and second year of the Five-Year Capital Fund Plan;

NOW THEREFORE, the Board of Commissioners of the Housing Authority of the City of Oxnard resolves as follows:

1. The Commission hereby approves the second year of the 2011-2016 Five-Year Plan, the 2012-2013 Annual Agency Plan and the 2012-2013 Capital Fund Annual Statement and second year of the Five-Year Capital Fund Plan, as presented to the Commission on March 20, 2012; and

2. The Commission authorizes and directs the Chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures; and

3. The Commission authorizes the Housing Director to execute and submit all reports and documents required to comply with HUD's policies and procedures regarding the Agency Plan; and

4. The Commission authorizes the Housing Director to accept and expend the funds as indicated in the revised 2012-2013 Capital Fund Annual Statement and second year of the Five-Year Capital Fund Plan.

APPROVED AND ADOPTED THIS 20TH Day of March 2012 by the following vote:

AYES:
NOES:
ABSENT:

____
Dr. Thomas E. Holden, Chairman

ATTEST:

____
Daniel Martinez, Secretary-Designate

APPROVED AS TO FORM:

for
Alan Holmberg, General Counsel
3·12·12