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
June 26, 2012
7:00 P.M.

A. ROLL CALL/POSTING OF AGENDA

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION

D. OPENING CEREMONIES – 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.

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

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

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA

City Attorney Department

1. SUBJECT: Amendment of Conflict of Interest Code List of Designated Positions. (001)
RECOMMENDATION: Adopt a resolution amending Appendix I of the Conflict of Interest Code to add members of the Successor Agency and Oversight Board to the list of designated positions and assign disclosure categories to those positions.
Legislative Body: CC Contact: Stephen Fischer Phone: 385-7492

City Clerk Department

2. SUBJECT: Minutes of the Regular Meeting of the Oxnard Financing Authority for February 14 and 28, 2012, March 6, 20, and 27, 2012, April 3, 10, 17, and 24, 2012, May 1, 8, and 15, 2012, and June 5, 12 and 19, 2012. (005)
RECOMMENDATION: Approve.
Legislative Body: FA Contact: Daniel Martinez Phone: 385-7803

3. SUBJECT: Agreement for Publication of Legal Notices and Legal Advertisements and for Publication of Display Advertisements and Classified Advertisements. (023)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute an agreement with Ventura County Star Newspaper (Star) (A-7511) for the publication of legal notices and legal advertisements for fiscal year (FY) 2012-13; and 2) Authorize the City Manager or designee to negotiate and execute agreements with other newspapers to allow for the publication of legal advertisements, display advertisements and classified advertisements for FY 2012-13.
Legislative Body: CC Contact: Daniel Martinez Phone: 385-7803

City Manager Department

4. SUBJECT: Agreements for City Council Review. (031)
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

5. SUBJECT: Extension of Agreement with Silvas Oil Company. (033)
RECOMMENDATION: Approve and authorize the Mayor to sign a blanket purchase order (No. 4022) with Silvas Oil Company ("Silvas"), extending the agreement for 120 days, from July 1, 2012 to October 31, 2012, in an amount not to exceed $1,000,000, for a total contract amount of $3,500,000, for unleaded gasoline and diesel fuel from Silvas' pumps and for off-site car wash service for City vehicles and equipment through a City fuel card system.
Legislative Body: CC Contact: Bill Birch Phone: 385-8080

City Treasurer Department

6. SUBJECT: Agreement for Utility Bill Printing, Inserting and Mailing Services. (037)
RECOMMENDATION: Approve and authorize the Mayor to execute an agreement between the City of Oxnard and Infosend, Inc. (Contract No. 5808-12-CT) for $251,000 for utility bill printing, inserting and mailing services.
Legislative Body: CC Contact: Eden Alomeri Phone: 385-7811

Community Development Department

7. SUBJECT: Resolution Approving Levy and Collection of Assessments for Fiscal Year 2012-13 Within the Oxnard Downtown Management District. (069)
RECOMMENDATION: Adopt a resolution ordering the levy and collection of assessments within the Oxnard Downtown Management District (the "District") for Fiscal Year (FY) 2012-13.
Legislative Body: CC Contact: Kymberly Horner Phone: 385-7407

Finance Department

8. SUBJECT: Special Tax Levy for Community Facilities District (CFD) No. 88-1 (Oxnard Town Center). (079)
RECOMMENDATION: Acting as the legislative body of Community Facilities District (CFD) No. 88-1, adopt a resolution setting a special tax rate within CFD No. 88-1 (Oxnard Town Center) for Fiscal Year 2012-2013.
Legislative Body: CC Contact: Mike More Phone: 385-7480

9. SUBJECT: Special Tax Levy for Community Facilities Districts No. 1 and No. 2 (Westport at Mandalay Bay). (085)
RECOMMENDATION: Acting as the legislative body of Community Facilities Districts (CFD) No. 1 and of Community Facilities Districts (CFD) No. 2: 1) Adopt a resolution setting a special tax rate within CFD No. 1 (Westport at Mandalay Bay) for FY 2012-2013; and 2) Adopt a resolution setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for FY 2012-2013.
Legislative Body: CC Contact: Mike More Phone: 385-7480

10. SUBJECT: Special Tax Levy for Community Facilities Districts No. 3 and No. 4 (Seabridge at Mandalay Bay). (105)
RECOMMENDATION: Acting as the legislative body of Community Facilities Districts (CFD) No. 3 and Community Facilities Districts (CFD) No. 4: 1) Adopt a resolution setting a special tax rate within CFD No. 3 (Seabridge at Mandalay Bay) for FY 2012-13; and 2) Adopt a resolution setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for FY 2012-13.
Legislative Body: CC Contact: Mike More Phone: 385-7480

11. SUBJECT: Special Tax Levy for Community Facilities District No. 5 (Riverpark). (123)
RECOMMENDATION: Acting as the legislative body of Community Facilities District (CFD) No. 5, adopt a resolution setting a special tax rate within CFD No. 5 (Riverpark) for FY 2012-13.
Legislative Body: CC Contact: Mike More Phone: 385-7480

12. SUBJECT: Special Tax Levy for Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange). (143)
RECOMMENDATION: Acting as the legislative body of Community Facilities District No. 2000-3 ("CFD No. 2000-3"), adopt a resolution setting a special tax rate within CFD No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2012-2013.
Legislative Body: CC Contact: Mike More Phone: 385-7480

13. SUBJECT: Special Tax Levy for Community Facilities District No. 6 (Northshore at Mandalay Bay). (153)
RECOMMENDATION: Acting as the legislative body of Community Facilities District (CFD) No. 6 adopt a resolution setting a special tax rate within CFD No. 6 (Northshore at Mandalay Bay) for Fiscal Year 2012-2013.
Legislative Body: CC Contact: Mike More Phone: 385-7480

14. SUBJECT: FY 2012-13 Property Tax Rate for Voter Approved Obligations. (159)
RECOMMENDATION: Adopt a resolution establishing the FY 2012-13 tax rates on property in the City of Oxnard for the payment of voter approved obligations.
Legislative Body: CC Contact: Mike More Phone: 385-7480

Housing Department

15. SUBJECT: Affordable Housing Loan Agreement with Many Mansions. (163)
RECOMMENDATION: Approve and authorize the Mayor to execute an Affordable Housing and Loan Agreement (A-7504) with Many Mansions providing gap financing in the amount of $367,159 for the acquisition and rehabilitation of a 2 unit (duplex) at 352-354 East Channel Islands Boulevard.
Legislative Body: CC Contact: Ruth Johnson Hopkins Phone: 385-7404

Police Department

16. SUBJECT: Third Amendment to Agreement for Transcription Services. (201)
RECOMMENDATION: Approve and authorize the Mayor to execute the Third Amendment to Agreement for Trade Services for an additional two-year extension to the original agreement (3745-06-PO) for transcription services with Huntington Court Reporters and Transcription, Inc. in the amount of approximately $100,000 per year, for a total amount not to exceed $400,000.
Legislative Body: CC Contact: Sylvia Paniagua Phone: 385-7608

Public Works Department

17. SUBJECT: Approval of Award of Contract No. A-7503 for PW 12-02 Blackstock South Neighborhood Street Reconstruction and Alley Reconstruction South of Colonia Road. (213)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute the Contract with Toro Enterprises Inc. (A-7503) in the amount of $1,511,778 for Project Specification Number 02-12 for the reconstruction of streets, sidewalks, curbs and gutters and replacing street name signs in the Blackstock South Neighborhood Street Reconstruction Project (Blackstock South Project), and for the reconstruction of Gloria Court and the alleyway south of Colonia Road between Gloria Court and Marquita Street (Phase I) and the alleyway south of Colonia Road from Marquita Street to Juanita Avenue (Phase II); and 2) Approve the appropriation of available Community Development Block Grant Recovery (CDBG-R) funds of $93,619 from the Rose Avenue Street Improvement Project to the Colonia Road Alley Reconstruction Project Phase I.
Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358

18. SUBJECT: Purchase Order No. 4057 with Ameron International Corporation for the Manufacture, Storage and Delivery of Pipe for PW12-13 Hueneme Road Recycled Water Line Project. (215)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute Purchase Order No. 4057 with Ameron International Corporation in the amount of $2,416,597 on Project Specification Number PW12-13 for the manufacture, storage and delivery of pipe for a section of Phase I of the Recycled Water Backbone System (RWBS) along Hueneme Road, from Perkins Road to Olds Road; and 2) Approve a Special Budget Appropriation (SBA) of $1,148,657 that includes $493,144 from the Fifth Street Utility Improvement Project No. 116502 and $655,513 from the Ventura Road Utility Improvement Project No. 106503 to the RWBS Phase I Project No. 096002.
Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358

19. SUBJECT: Fifth Amendment to Agreement with Aquatic Bioassay and Consulting Laboratories, Inc. for Receiving Water Monitoring Services. (227)
RECOMMENDATION: Approve and authorize the Mayor to execute the Fifth Amendment to the Agreement with Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs) (A-6892) to add services to the scope of services, revise the schedule of charges exhibit, increase the amount by $309,008 for a total of $1,705,208 for receiving water monitoring services and extend the contract expiration date to June 30, 2013.
Legislative Body: CC Contact: Anthony Emmert Phone: 207-1669

20. SUBJECT: PW 12-17 Effluent Sampling Facilities Project. (237)
RECOMMENDATION: Approve Project Specification No. PW 12-17 for the construction of the Effluent Sampling Facilities located at 6001 South Perkins Road and authorize staff to solicit bids for the project.
Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358

21. SUBJECT: Update City of Oxnard Master Plans for Conformance with the 2030 General Plan. (239)
RECOMMENDATION: 1) Approve updating the Public Works Master Plans for conformance with the 2030 General Plan to include the update of master plans for Water, Wastewater, Recycled Water, Urban Water Management Plan, Storm Drain, and Pavement Management System, and to develop the Salt and Nutrient Management Master Plan; and 2)Approve a Special Budget Appropriation in the amount of $1,794,286 to include the following: The sum of $644,700 from the Water Operating Fund capital outlay account to the Water Master Plan Update Project, the Groundwater Recovery Enhancement and Treatment (GREAT) Recycled Water Master Plan Update, and the Urban Water Master Plan Update Project; the sum of $281,388 from the Wastewater Collection Fund to the Wastewater Master Plan Update Project; the sum of $506,388 from the Wastewater Treatment Fund to the Wastewater Master Plan Update Project and the Salt and Nutrient Management Master Plan; the sum of $245,910 from the Storm Drain Facilities Fee Fund to the Storm Drain Master Plan Update Project; and the sum of $115,900 from the Gas Tax Fund to the Pavement Management System Plan Update Project.
Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

Finance Department

1. SUBJECT: Monthly Budget Status Report for the Period Ending May 31, 2012. (245)
RECOMMENDATION: Receive Report.
Legislative Body: CC Contact: James Cameron Phone: 385-7416

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS – 7:15 P.M.

Development Services Department

1. SUBJECT: Planning & Zoning Permit No. 11-570-02 Requesting a Zone Change to General Commercial Planned Development (C-2-PD), and Appeal of Planning Commission's Denial of Planning & Zoning Permit No. 11-510-09 Requesting a Type 20 ABC License for a Proposed 7-Eleven Store. Located at 1001 and 1051 East Channel Islands Blvd. Filed by Designated Agent Lucy Dinneen, Cadence Capital Investments LLC, on Behalf of Property Owner Channel Islands Inn LP. (263)
RECOMMENDATION: Adopt a resolution denying Planning & Zoning Permit No. 11-570-02 and denying the appeal and upholding the Planning Commission's denial of Planning & Zoning Permit No. 11-510-09.
Legislative Body: CC Contact: Brian Foote Phone: 385-8312

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: Grace Magistrale Hoffman Phone: 385-7430

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

City Manager Department

1. SUBJECT: Consideration of Support for the VCTC Adopted Position on Countywide Transit Issues. (315)
   RECOMMENDATION: Consider supporting the adopted position of VCTC concerning countywide transit and provide direction to City Manager.
   Legislative Body: CC Contact: Martin Erickson Phone: 385-7870

2. SUBJECT: Opposition to "Corporate Personhood" (361)
   RECOMMENDATION: 1) Adopt a resolution supporting an amendment to the U.S. Constitution to end "Corporate Personhood."; and 2) Authorize the City Council to send letter to Senators Boxer and Feinstein, and Congresswoman Capps seeking an Amendment to the U.S. Constitution to end "Corporate Personhood."
   Legislative Body: CC Contact: Martin Erickson Phone: 385-7870

3. SUBJECT: Update on Status of Oxnard Public Access Channel 25 and Implementation of Broadcasting City Council Meetings in Spanish.
   RECOMMENDATION: Receive a verbal report on the status of: 1) Operation of the Oxnard Public Access Channel and; 2) Progress on the Implementation of Broadcasting the City Council Meetings in Spanish.
   Legislative Body: CC Contact: Christina Aerenlund Phone 385-7593

4. SUBJECT: Cancellation of the Regular Meetings Scheduled for July 24, 2012 and November 6, 2012 and Schedule a Special Meeting for July 31, 2012. (369)
   RECOMMENDATION: That the City Council, Housing Authority, Oxnard Financing Authority and Oxnard Community Development Commission Successor Agency cancel their regular meetings scheduled for July 24, and November 6, 2012 and schedule a special meeting for July 31, 2012.
   Legislative Body: CC/HA/FA/SA Contact: Grace Magistrale Hoffman Phone: 385-7430

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.

T. ADJOURNMENT

Meeting Date: 06 / 26 / 2012

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

Prepared By: Stephen Fischer, Asst. City Attorney Agenda Item No. I-1

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

DATE: June 12, 2012

TO: City Council

FROM: Alan Holmberg, City Attorney
City Attorney

SUBJECT: Amendment of Conflict of Interest Code List of Designated Positions

RECOMMENDATION

That City Council adopt a resolution amending Appendix I of the Conflict of Interest Code to add members of the Successor Agency and Oversight Board to the list of designated positions and assign disclosure categories to those positions.

DISCUSSION

The Political Reform Act requires the City to amend its conflict of interest code when necessary to designate newly created positions and assign disclosure categories to those positions. A recent advice letter issued by the Fair Political Practices Commission concludes that the City Council is the code reviewing body for the Successor Agency and Oversight Board created by the passage of Assembly Bill X1 26. The advice letter further concludes that the newly created positions within the Successor Agency and Oversight Board can be added to the list of designated positions in the City's Conflict of Interest Code.

Based on the roles of the Successor Agency and Oversight Board and the matters within their jurisdiction, the City Attorney's Office recommends that the City Council adopt the attached resolution designating those positions and assigning them the broadest disclosure categories relating to economic interests within the City.

FINANCIAL IMPACT

None.

Attachment #1 - Resolution Adopting Amendment to Appendix I of the Conflict of Interest Code

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING APPENDIX I OF THE CONFLICT OF INTEREST CODE ADOPTED BY RESOLUTION NO. 14,143 TO ADD SUCCESSOR AGENCY AND OVERSIGHT BOARD MEMBERS

WHEREAS, the Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes, and to amend said code when change is necessitated by changed circumstances, including the creation of new positions which must be designated; and

WHEREAS, Assembly Bill X1 26 created the positions of Successor Agency and Oversight Board members, and the Fair Political Practices Commission has advised that the City Council is the code reviewing body for Successor Agency and Oversight Board, such that the City may amend its conflict of interest code to designate those positions.

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

1. The Conflict of Interest Code of the City of Oxnard, as adopted by Resolution No. 14,143, is hereby amended by adding to Appendix I (List of Designated Positions and Applicable Disclosure Categories) thereof the following positions and corresponding disclosure categories:

Successor Agency Member	Disclosure Categories 1, 2
Oversight Board Member	Disclosure Categories 1, 2

2. Except as so amended, Resolution No. 14,143 shall remain in full force and effect.

PASSED AND ADOPTED this ____ day of June, by the following vote:

AYES:

NOES:

ABSENT:

Dr. Thomas E. Holden
Mayor

ATTEST:

____
Daniel Martinez
City Clerk

APPROVED AS TO FORM:

FOR
Alan Holmberg
City Attorney

AGENDA ITEM NO.
I-2

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
February 14, 2012

A. ROLL CALL/POSTING OF AGENDA

At 7:05 p.m., the regular meeting of the Oxnard Finance Authority convened in the Council Chambers, concurrently with the City Council, Community Development Commission Successor Agency and Housing Authority. Commissioners Thomas E. Holden, Irene G. Pinkard, Bryan A. MacDonald, Timothy B. Flynn and Carmen Ramirez were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Holden presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim Executive Secretary; Alan Holmberg, General Counsel; and Grace Magistrale Hoffman, Deputy Executive Secretary.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

City Clerk Department

2. SUBJECT: Minutes of the Regular Meetings of the Oxnard Financing Authority for January 10 and 24, 2012, and February 7, 2012. (015)
RECOMMENDATION: Approve.

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

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

M. REPORT OF SECRETARY

N. FINANCING AUTHORITY COMMISSION BUSINESS/COMMITTEE REPORTS

2. SUBJECT: Cancellation of the Regular Meetings Scheduled for February 28, 2012. (065)
RECOMMENDATION: That the City Council, Housing Authority, Oxnard Financing Authority and Oxnard Community Development Commission Successor Agency cancel their regular meetings scheduled for February 28, 2012.
ACTION: Approved as recommended (Holden/Pinkard), unanimously.

CITY COUNCIL/COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY/HOUSING AUTHORITY

At 9:21 p.m. the joint meetings with the City Council, Community Development Commission Successor Agency and Housing Authority concluded.

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 9:21 p.m. the Financing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ Secretary Designate	DR. THOMAS E. HOLDEN Chairman

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
February 28, 2012

The regular scheduled meeting was cancel by the City Council on February 14, 2012.

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
March 6, 2012

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

DANIEL MARTINEZ	DR. THOMAS E. HOLDEN
Secretary Designate	Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
March 20, 2012

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

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
March 27, 2012

A. ROLL CALL/POSTING OF AGENDA

At 7:04 p.m., the regular meeting of the Oxnard Finance Authority convened in the Council Chambers, concurrently with the City Council, Community Development Successor Agency and Housing Authority. Commissioners Thomas E. Holden, Irene G. Pinkard, Bryan A. MacDonald, Timothy B. Flynn and Carmen Ramirez were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Holden presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim Executive Secretary; Alan Holmberg, General Counsel; Grace Magistrale Hoffman, Deputy Executive Secretary

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

Finance Department

5. SUBJECT: Water Revenue Refunding Bonds, Series 2012. (023)
RECOMMENDATION: Adopt a **Resolution No. 42** 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.

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

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

M. REPORT OF SECRETARY

N. FINANCING AUTHORITY COMMISSION BUSINESS/COMMITTEE REPORTS

CITY COUNCIL/COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY/HOUSING AUTHORITY

At 8:02 p.m. the joint meetings with the City Council, Community Development Commission Successor Agency and Housing Authority concluded.

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 8:02 p.m. the Financing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ Secretary Designate	DR. THOMAS E. HOLDEN Chairman

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
April 3, 2012

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

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
April 10, 2012

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

DANIEL MARTINEZ	DR. THOMAS E. HOLDEN
Secretary Designate	Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
April 17, 2012

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

DANIEL MARTINEZ Secretary Designate	DR. THOMAS E. HOLDEN Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
April 24, 2012

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

DANIEL MARTINEZ	DR. THOMAS E. HOLDEN
Secretary Designate	Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
May 1, 2012

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

DANIEL MARTINEZ Secretary Designate	DR. THOMAS E. HOLDEN Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
May 8, 2012

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

DANIEL MARTINEZ Secretary Designate	DR. THOMAS E. HOLDEN Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
May 15, 2012

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

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
June 5, 2012

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

DANIEL MARTINEZ	DR. THOMAS E. HOLDEN
Secretary Designate	Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
June 12, 2012

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

DANIEL MARTINEZ	DR. THOMAS E. HOLDEN
Secretary Designate	Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
June 19, 2012

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

DANIEL MARTINEZ	DR. THOMAS E. HOLDEN
Secretary Designate	Chairperson

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 06 / 26 /2012

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

Prepared By: Daniel Maritnez, City Clerk DM Agenda Item No. I-3

Reviewed By: City Manager MM City Attorney CW Finance JC Other N/A

DATE: June 26, 2012

TO: City Council

FROM: Daniel Martinez, City Clerk
City Clerk's Office

SUBJECT: **Agreement for Publication of Legal Notices and Legal Advertisements and for Publication of Display Advertisements and Classified Advertisements**

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute an agreement (A-7511) with Ventura County Star Newspaper (Star) for the publication of legal notices and legal advertisements for fiscal year (FY) 2012-13.

2. Authorize the City Manager or designee to negotiate and execute agreements with other newspapers to allow for the publication of legal advertisements, display advertisements and classified advertisements for FY 2012-13.

DISCUSSION

1. Background

Each year, the City Council must select a newspaper of general circulation in which the public can find all legal advertisements. A Request for Proposals (RFP) was mailed to local newspapers of general circulation for the purpose of soliciting bids for the publication of legal notices and legal advertisements. These newspapers included the Ventura County Star, Ventura County Reporter, Tri-County Sentry and Vida. Responses were received from all newspapers except Tri-County Sentry.

The City Clerk's Office coordinated a selection committee consisting of representatives from the City Clerk's Office, Housing Department, Public Works Department, Public Information Division (City Manager's Office) and Planning and Environmental Services Division. After reviewing the responses to the RFP, the selection committee recommends that the City Council award the agreement for publication of legal notices and legal advertisement to Star Newspaper.

2. Analysis of Proposal

This year the Star responded to the RFP in which it met or exceeded the minimum criteria set forth in the RFPs which are:

1) Compliance with State Requirements. State law requires publication of legal notices in a "newspaper of general circulation." The Star met this requirement.

2) Circulation and Area Coverage. The Star average number of daily paid subscribers for Ventura County is 57,353 with an increase of Sunday papers.

3) Frequency of Publication. The Star is a daily newspaper.

4) Flexibility of Submittal and Publication Timelines. The Star normally requires advertisement submission of three days prior to legal (classified) notice publication and five days prior to legal (display) publication .

5) Cost. The Star proposes a cost of $13.44 per column inch for legal (classified) notices and $22.40 per column inch legal (display) advertisements. The Star's newspaper rack rate is $ .75 for the daily paper and $1.50 for the Sunday paper.

6) Availability on the Internet. The Star does post legal notices and legal advertisements on the Internet.

3. Findings

Staff recommends that the City Council select the Star for the publication of legal notices and legal advertisements. Staff also recommends that City Council authorize the City Manager or designate to negotiate and execute contracts with other newspapers to allow for the publication of legal, display and classified advertisements for FY 2012-13. This would result in a publication rate less than the open public rate to all City departments and would provide a fixed rate for the whole year.

Staff recommends not mandating publishing all legal advertisements in more than one newspaper due to increased legal publication costs. Finally, staff recommends the continuing practice of a department or division placing legal notices or legal advertisements in more than one newspaper if there is a legal requirement or great public interest regarding the item.

FINANCIAL IMPACT

Each department is responsible for its advertisement costs, which should be included in the FY 2012-13 budget.

Attachment #1 - Agreement For Legal Notice and Legal Advertisements.

AGREEMENT FOR PUBLICATION OF LEGAL NOTICES AND LEGAL ADVERTISEMENTS

This Agreement for Publication of Legal Notices and Legal Advertisements ("Agreement") is made and entered into this first day of July, 2012, by and between the City of Oxnard, a municipal corporation of the State of California ("City"), and Ventura County Star Newspaper ("Newspaper"), a newspaper of general circulation within Oxnard, pursuant to Public Contract Code section 20169.

Whereas, Public Contract Code section 20169 requires that annually City contract for the publication of legal notices with a newspaper of general circulation within Oxnard; and

Whereas, Newspaper is a newspaper of general circulation within Oxnard; and

Whereas, City has advertised for bids for the publication of legal notices and legal advertisements and Newspaper has submitted a bid and been awarded the right to enter into this Agreement.

Now, therefore, City and Newspaper agree:

1. Scope of Services

a. Newspaper shall publish legal notices and legal advertisements for and on request of City and shall provide City with written proof of publication of each item within one week of the last publication of the item. Written proof of publication shall be in a form acceptable to the City Clerk ("Clerk"). Such services shall be referred to herein as "the services." Newspaper understands and agrees that where necessary to satisfy legal requirements or for other reasons pertaining to timing adequacy or other requirements of notice, another newspaper of general circulation, may be used for particular notices.

b. The term "legal notices" refers to legal notices that the law requires to be published and that are identified as legal notices on the form sent by City to Newspaper, requesting publication. Legal notices will be published in the legal notice section of the newspaper. Newspaper shall publish legal notices using a standard 7-point type for the body and 8-point type for the heading in the Spartan Classified style. City may require modification of the type size or style. Newspaper may also change the type size and/or style with permission of the City employee requesting the publication. Newspaper shall use the least amount of space possible to present a readable notice.

c. The term "legal advertisements" refers to legal notices that the law requires to be published and that are identified as legal advertisements on the form sent by City to Newspaper, requesting publication. Legal advertisements are legal notices published with a border and City logo in the legal notice section of the newspaper. Newspaper may print in other sections of the newspaper with the permission of the City employee requesting the publication. Newspaper shall publish legal advertisements using a standard 8-point type for the body and 12-point type for the heading in the Helvetica style. City may require modification of the type size or style. Newspaper may also change the type size and/or style with permission of the City employee requesting the publication. Newspaper shall use the least amount of space possible to present a readable advertisement.

2. Standard of Performance Newspaper shall undertake and complete the services with care, skill and diligence, according to the standards prevailing in the newspaper publishing business and shall use Newspaper's best efforts to meet all publication deadlines and to assure accuracy of publication.

3. Correction of Errors Newspaper shall promptly correct, at its expense, all errors in the services that are caused by Newspaper. Newspaper shall promptly correct, at City's expense, all errors in publication that are caused by City.

4. Principal in Charge Newspaper designates Maria Rodriguez, Legal/Public Notice Advertising Specialist, as principal in charge and person responsible for necessary coordination with Clerk.

5. Time for Performance Newspaper shall publish legal notices and legal advertisements at the times requested by City, provided that City has given Newspaper a copy of the material to be published at least three days prior or five days prior to a holiday to the first date of publication.

6. Term of Agreement This Agreement shall begin on July 1, 2012, and shall expire on June 30, 2013.

7. Termination. City may terminate this Agreement at any time, for any cause or without cause, upon 15 calendar days' written notice to Newspaper. If City terminates this Agreement for reasons other than Newspaper's failure to perform its obligations, City shall pay Newspaper for the services satisfactorily completed and accepted by City prior to the effective date of termination. Such payment shall be Newspaper's exclusive remedy for termination without cause.

8. Compensation

   a. City shall pay Newspaper for the services of publishing legal notices at the rate of $ 13.44 per column inch for a publication in the Classified Section with a minimum of three business day notice.

   b. City shall pay Newspaper for the services of publishing legal advertisements at the rate of $22.40 per column inch for publication in Display Section with a minimum of five business day notice.

   c. Nothing in this Agreement shall prevent City from placing legal notices, legal advertisements and other material in other newspapers, and such acts shall not constitute a breach of this Agreement.

   d. City does not guarantee that City will request Newspaper to publish any minimum amount of legal notices or legal advertisements or other material.

   e. The acceptance by Newspaper of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Newspaper for anything completed, finished or relating to Newspaper's services.

   f. Newspaper shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

9. Method of Payment

a. City shall pay Newspaper monthly on satisfactory completion of services and on submittal by Newspaper of a billing statement delineating the services performed, in a form satisfactory to Clerk, including purchase order number, notice/advertisement name/title, size of notice/advertisement and date of publication.

b. Newspaper shall maintain current monthly records pertaining to services performed for City and forward invoices to the employee/division/department who requested the services.

10. Business License Newspaper shall obtain and maintain during the term of this Agreement a City business license.

11. Insurance

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

b. Newspaper shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-B.

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

12. Independent Contractor

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

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

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

13. Assignability of Agreement This Agreement contemplates performance by Newspaper and is based upon a determination of Newspaper's standing as a newspaper of general circulation, printed, published and circulated in Oxnard. Assignment of any or all rights, duties, or obligations of Newspaper under this Agreement will be permitted only with the express written consent of Clerk, which consent may be withheld for any reason.

14. Successors and Assigns This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Newspaper and City.

15. Fair Employment Practices

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

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

c. Newspaper agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

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

17. Time of Essence Time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

18. Compliance with Laws Newspaper agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Newspaper pursuant to this Agreement.

19. Notices

a. Any notices to Newspaper may be delivered personally or by mail addressed Attention: Maria Rodriguez, Legal/Public Notice Advertising Specialist, 550 Camarillo Center Dr, Camarillo, CA 93010.

b. Any notices to City may be delivered personally or by mail addressed to Daniel Martinez, City Clerk, 305 West Third Street, Oxnard, California 93030.

20. Amendment The terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Clerk and Newspaper.

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

CITY OF OXNARD

____

Dr. Thomas E. Holden
Mayor

APPROVED AS TO FORM:

____

Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

Daniel Martinez

Daniel Martinez, City Clerk

NEWSPAPER

____

Stephanie Boggins, Vice President – Advertising
Ventura County Star

APPROVED AS TO INSURANCE:

James Cameron

James Cameron, Risk Manager

2012Legalagr.doc

ATTACHMENT #1
PAGE 5 OF 5

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 6/26/2012

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. Burnham, Interim City Manager Agenda Item No. I-4

Reviewed By: City Manager MMH City Attorney MF Finance [illegible] Other *(Specify)*

DATE: June 21, 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, and Resolution No. 13,932, 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 Monday prior to the Council meeting.

Item No.	Type	Department/Contact	Vendor/Agreement No.	Description/Purpose	Amount
A	**Change**	**General Services**	**C.S. Legacy Construction**	**College Park Improvement Phase 1C**	**($26,347)**
	Order	Ralph Alamillo	Agreement No. A-7379	Grading to tie-in exisitng park property; will also	**Credit**
		385-7821		address drainage issue and install guardtop	
				material to parking lot and roadways. Receiving	
				credit for plants, irrigation and electrical	
				materials and skate stops.	
				Total Contract Amount: $10,746,208	
				Funding Source: Measure "O"	
B	**Task Order**	**Public Works**	**Sam Hill & Sons**	**Non-Scheduled (Emergency) Repairs and**	**$200,000**
		Lou Balderrama	Agreement No. A-7326	**Maintenance to Water Infrastruture and**	
				Appurtenanes Project	
		340-5358		Task Order #25 is for replacement of the	
				Hueneme Road water line at Ventura County	
				Railroad Crossing.	
				Total Contract Amount: $600,000 (on call)	
				Funding Source: Water Fund	
C	**Task Order**	**Public Works**	**Sam Hill & Sons**	**Non-Scheduled (Emergency) Repairs and**	**$77,000**
		Lou Balderrama	Agreement No. A-7326	**Maintenance to Water Infrastructure and**	
		340-5358		**Appurtances Project**	
				Task Order #28 is for repairs at Hueneme	
				Road and Edison Drive.	
				Total Contract Amount: $600,000 (on call)	
				Funding Source: Water Fund	
D	**Agreement**	**Library**	**Bellas Janitorial**	**Janitorial Services**	**$60,000**
		Barbara Murray	Agreement No. 5832-12-LI	Provide janitorial services to the Oxnard	
		385-7522		Public Library Main facility	
				Total Contract Amount: $60,000	
				Funding Source: General Fund	

ATTACHMENT 1
PAGE 1 OF 1

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 06 / 26 / 12

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

Prepared By: May Roque MR Agenda Item No. I-5

Reviewed By: City Manager MMH City Attorney Finance Other *(Specify)* N/A

DATE: June 19, 2012

TO: City Council

FROM: Michael Henderson, General Services Superintendent
City Manager's Office

SUBJECT: **Extension of Agreement with Silvas Oil Company**

RECOMMENDATION

That City Council approve and authorize the Mayor to sign a blanket purchase order (No. 4022) with Silvas Oil Company ("Silvas"), extending the agreement for 120 days, from July 1, 2012 to October 31, 2012, in an amount not to exceed $1,000,000, for a total contract amount of $3,500,000, for unleaded gasoline and diesel fuel from Silvas' pumps and for off-site car wash service for City vehicles and equipment through a City fuel card system.

DISCUSSION

The Fleet Services Division of General Services is responsible for providing maintenance, repair, and fuel for the City's 900 plus fleet of vehicles and equipment. Fleet Services maintains and repairs the fleet at its two locations—at the Corporate Yard located at 1060 Pacific Avenue and at 111 Del Norte Boulevard.

Currently Silvas is working on a remediation plan for an underground fuel spill that has occurred at the 5th Street fueling station. Silvas is working closely with the Oxnard Fire Department and the Planning Division with its submittals for site remediation. This 120-day extension of the contract will allow Silvas time to get all of its remediation plans approved, and possibly even begin remediation, before the City would consider granting the full one-year extension allowed under the current contract.

In 2011, the City issued Request for Bids ("RFB") FS11-01 for vendor to provide:

- cardlock fuel (unleaded and diesel fuel from off-site vendor's pumps using a fuel card)
- bulk fuel and lubricants (oil, grease, and transmission fluid) delivered to select City sites
- off-site car wash service

On June 28, 2011, City Council approved the agreement with Silvas, through Blanket Purchase Order No. 3820, for the provision of cardlock fuel and car wash service in an amount not to exceed $2,500,000 for period July 1, 2011-June 30, 2012. (Another vendor, General Petroleum Corporation, was selected to deliver bulk fuel and lubricants per the RFB.) A provision of the blanket purchase order allows for its renewal on a year-to-year basis for a maximum period of five years.

Staff recommends extending the agreement with Silvas for 120 days from July 1, 2012-October 31, 2012, in an amount not to exceed $1,000,000, for a total contract amount of $3,500,000. For the 11-month period from July 1, 2011, through May 31, 2012, cardlock expenses totaled $2,408,393 for an average monthly cost of $218,945. Based on this amount, anticipated expenses for the 120-day period is approximately $875,780.

The agreement with Silvas also includes off-site car wash service, using the cardlock fuel card, currently provided by Oxnard Airport Shell in partnership with Silvas which, as contractor, bills the City as part of the agreement. Fleet Services staff feels that providing a full-service car wash at the Corporate Yard is not feasible given operational costs, staffing challenges, limited space, and possible environmental compliance issues. For the 11-month period from July 2011 through May 2012, car wash expenditures totaled $7,806 for 20 to 57 car washes per month at an average cost of $710 per month. Typical car washes cost from $9 to $14 per vehicle, but a higher fee, up to $132 per vehicle, is imposed when specialized cleanouts/decontamination of prisoner compartments in Police vehicles is needed. During the 11-month period from July 2011 through May 2012, 34 instances of these specialized cleanouts have occurred, ranging in cost from $19 to $132 per vehicle, depending on the extent of the cleanup. Based on a monthly average of $710, car wash expenditures are anticipated to be approximately $2,840 for the 120-day period from July 1, 2012, through October 31, 2012.

Advantages to renewing the agreement with Silvas include:

- Automated billing system and electronic access to fueling transaction information
- Access to any Commercial Fueling Network station statewide
- Security surveillance and alerts in case of theft
- Emergency operations support in case of disaster
- Access to car wash service at a participating vendor's facility

All other provisions of the agreement with Silvas remain the same in accordance with RFB No. FS11-01, including Silvas' bid of $.14 per gallon above their cost for fuel and $9-$14 per vehicle for regular car wash service based on vehicle type and extent of cleaning, plus specialized cleaning as required by the Police Department.

FINANCIAL IMPACT

The Fleet Services Division is an internal service fund, and City departments are charged for fuel and car wash service they use. Anticipated revenues for FY 2012-13 are expected to support the agreement's extension for 120 days, for period July 1, 2012-October 31, 2012, in an amount not to exceed $1,000,000.

Attachment #1 - Blanket Purchase Order No. 4022 for Silvas Oil Company

BLANKET ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO.
004022

DATE: 6/18/2012

VENDOR #: 4505
VENDOR ADDRESS: SILVAS OIL COMPANY INC
P.O. BOX 1048
FRESNO, CA 93714

SHIP TO: FLEET SERVICES
1060 PACIFIC AVE, BLDG 1
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
10/31/2012			USE THIS VENDOR FOR PAYME
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	-		HEATHER MOONEY

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

GASOLINE, DIESEL FUEL & CAR WASH SERVICE
Effective date: 07/01/2012
Expiration date: 10/31/2012
Not to exceed: 1,000,000.00

GASOLINE, DIESEL FUEL AND CAR WASH SERVICE
THIS AGREEMENT AUTHORIZES VENDOR TO FURNISH,
IN ACCORDANCE WITH CITY OF OXNARD BID NO. FS-11-01
GASOLINE AND DIESEL FOR CITY-OWNED VEHICLES &
EQUIPMENT THROUGH A CARDLOCK SYSTEM AND CAR WASH
SERVICE USING THE SAME CARDLOCK ACCESS CARD.
VENDOR MUST POSSESS A CURRENT CITY OF OXNARD
BUSINESS TAX CERTIFICATE THROUGHOUT THE TERM OF
THIS AGREEMENT. SERVICE WILL BE PROVIDED 24HRS/DAY
365 DAYS/YR. IN THE EVENT OF A NATURAL DISASTER,
PRIORITY WILL BE GIVEN TO ALL CITY OF OXNARD
VEHICLES. VENDOR WILL PROVIDE THE FOLLOWING AT THE
RATE OF $.14 ABOVE O.P.I.S. (OIL PRICE INFORMATION
SERVICE) DAILY RACK PRICE FOR LOS ANGELES
CALIFORNIA, DISTRICT #5, PLUS REQUIRED TAXES,
EXCLUDING FEDERAL EXCISE TAX:

1. GASOLINE, UNLEADED, REGULAR, 87 OCTANE MIN.
2. GASOLINE, UNLEADED, PREMIUM, 97 OCTANE MIN.
3. DIESEL, CARB#2, LOW SULFUR
4. FLEX FUEL (E85)

ATTACHMENT NO. 1
PAGE 1 OF 2

BLANKET ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO.
004022

DATE: 6/18/2012

VENDOR #: 4505
VENDOR ADDRESS: SILVAS OIL COMPANY INC
P.O. BOX 1048
FRESNO, CA 93714

SHIP TO: FLEET SERVICES
1060 PACIFIC AVE, BLDG 1
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
10/31/2012			USE THIS VENDOR FOR PAYME
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	-		HEATHER MOONEY

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

VENDOR WILL PROVIDE BI-MONTHLY INVOICE ELECTRONICALLY, INCLUDING REQUIRED TRANSACTION INFORMATION & FORMAT, IN ACCORDANCE WITH BID NO. FS-11-01. VENDOR WILL PROVIDE L.A. O.P.I.S. PRICE UPON REQUEST. CITY WILL PAY VENDOR UPON RECEIPT OF BI-MONTHLY INVOICE & ACCOUNTS PAYABLE SCHEDULE. THIS AGREEMENT IS EFFECTIVE JULY 1, 2012 - OCTOBER 31, 2012. CITY MAY TERMINATE THIS AGREEMENT AT ANY TIME. SUCH TERMINATION WILL BE EFFECTIVE FROM DATE OF DELIVERY OR MAILING OF SUCH NOTICE.

TOTAL PURCHASE AMOUNT **$0.00**

Send Original and One Copy of Invoice to:
PURCHASING
300 W. THIRD ST, #202
OXNARD, CA 93030

AUTHORIZED SIGNATURE Karen Burnham
KAREN R. BURNHAM, INTERIM CITY MANAGER

AUTHORIZED SIGNATURE________________
Dr. Thomas E. Holden, Mayor

ATTACHMENT NO. 1
PAGE 2 **OF** 2

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 06 / 26/ 2012

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

EAlomeri

Prepared By: Eden Alomeri, Assistant City Treasurer/Revenue Accounting Mgr. Agenda Item No. I-6

Reviewed By: City Manager MMH City Attorney [illegible] Finance [illegible] Other *(Specify)*

DATE: June 19, 2012

TO: City Council

FROM: Eden Alomeri, Assistant City Treasurer/Revenue Accounting Manager

SUBJECT: **Agreement for Utility Bill Printing, Inserting and Mailing Services**

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an agreement between the City of Oxnard and Infosend, Inc. (Contract No. 5808-12-CT) for $251,000 for utility bill printing, inserting and mailing services.

DISCUSSION

The City Treasurer's Department/Utility Billing Division is responsible for generating bills daily, Monday through Thursday, to approximately 40,000 water/sewer/refuse customers. We are "piggy-backing" on City of Orange's RFP in which Infosend, Inc. won the bidding process. Our current vendor CSG Systems was one of the respondents. Infosend, Inc., a nationwide provider of utility bill processing based in California, offered their services at a cost lower than what we pay CSG Systems.

FINANCIAL IMPACT

The estimated cost of $54,000 for printing/inserting and $197,000 for postage will be included in the 2012-2013 recommended budget for City Treasurer-Customer Billing operating fund (725-1211).

EA

Attachment #1 - Agreement for Utility Bill Printing, Inserting and Mailing Services (Contract No. 5808-12-CT)

Contract No. 5808-12-CT

AGREEMENT FOR UTILITY BILL PRINTING, INSERTING AND MAILING SERVICES

This Agreement for Utility Bill Printing, Inserting and Mailing Services ("this Agreement") is entered into in Ventura County, California, this 26th day of June, 2012, by and between the City of Oxnard ("City") and Infosend, Inc. ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: utility bill printing, inserting and mailing services.

2. Vendor shall provide such services according to the following schedule: Monday through Friday, except holidays observed by City. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on July 1, 2012, and shall end on June 30, 2013. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for all services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor in an amount not to exceed $251,000 for the services, as follows: See Exhibit 1.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 2. While this Agreement is in effect, Vendor shall pay such employee no less than $14.15 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2012, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

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

b. Vendor shall continuously maintain adequate protection of all Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

7. a. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages specified in Exhibit INS-D, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-D.

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

8. In performing services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

9. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

10. In providing services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before providing services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

11. This Agreement may be amended only by a written document signed by both City and Vendor.

12. Any notices to Vendor may be delivered personally or by mail addressed to: Infosend, Inc. 4240 E. La Palma Avenue, Anaheim CA 92807. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard, Utility Billing, 214 South C Street, Oxnard CA 93030.

13. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

14. Maintenance and Inspection of Records

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

CITY OF OXNARD	INFOSEND, INC.
Dr. Thomas E. Holden, Mayor	Russ Rezai, Chief Operating Officer
ATTEST:	APPROVED AS TO FORM:
Daniel Martinez, City Clerk	Legal Department
APPROVED AS TO FORM:	APPROVED AS TO INSURANCE:
Alan Holmberg, City Attorney	James Cameron, Risk Manager
APPROVED AS TO CONTENT:	APPROVED AS TO AMOUNT:
Danielle Navas	
Danielle Navas, City Treasurer	Karen Burnham, Interim City Manager

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CITY OF OXNARD	INFOSEND, INC.
______________________	______________________
Dr. Thomas E. Holden, Mayor	Russ Rezai, Chief Operating Officer

ATTEST:

____

Daniel Martinez, City Clerk

APPROVED AS TO FORM:	APPROVED AS TO INSURANCE:
______________________	______________________
Alan Holmberg, City Attorney	James Cameron, Risk Manager
APPROVED AS TO CONTENT:	APPROVED AS TO AMOUNT:
______________________	______________________
Danielle Navas, City Treasurer	Karen Burnham, Interim City Manager

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:

   (a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

   (b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

   (c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

   (d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit A attached hereto and incorporated herein by this reference.

8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

EXHIBIT A

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit ___. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than $_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than ______ hours of paid leave per calendar year.

B. (Contractor or Vendor) agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If (Contractor or Vendor) fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to (Contractor or Vendor), effective immediately.

D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or Vendor) shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2011

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$14.15 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2012, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on page 1 and 2 of the Agreement for Trade Services.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/4/2012

PRODUCER (562) 493-3521 FAX: (562) 430-5300
Alandale Insurance Agency
11022 Winners Circle, Ste. 100

Los Alamitos CA 90720

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

INSURED
INFO SEND, INC.
4240 E LA PALMA AVE

ANAHEIM, CA 92807

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Insurance Company	11000 A XV
INSURER B: Hartford Underwriters Ins Co	30104 A XV
INSURER C: Twin City Fire Ins Co	002235 A XV
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PROJECT LOC	72SBAZB7916	2/24/2012	2/24/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	X	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	72UECPE3966	2/18/2012	2/18/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS / UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	72SBAZB7916	2/24/2012	2/24/2013	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	72WECLU6992	2/1/2012	2/1/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate holder is named as additional insured as their interest may appear and coverage is primary/non contributory when required by contract per attached endorsements #SS00080405,HA991609 and waiver of subrogation applies to workers compenation per attached end#WC990301b. *10 days notice of cancellation for nonpayment of premium

CERTIFICATE HOLDER

City of Oxnard
Risk Manager
Reference No. 5808-12-CT
300 West Third St., Ste. 302
Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Stacy Marshall/STACYM

ACORD 25 (2009/01)
INS025 (200901)

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. **Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

      (1) In the performance of your ongoing operations for the additional insured(s); or

      (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

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

10. **Additional Insured – Co-Owner Of Insured Premises**

    WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

   a. (1) Radio;

   (2) Television;

   (3) Billboard;

   (4) Magazine;

   (5) Newspaper;

   b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

   c. Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:

   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

   b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

   a. Injury;

   b. Sickness; or

   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

b. $1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

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

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

EXTENDED OPTIONS

1. **Employers' Liability Insurance**

   Item 3.B. of the **Information Page** is replaced by the following:

   B. Employers' Liability Insurance:

   1. **Part Two** of the policy applies to work in each state listed in item 3.A.

      The Limits of Liability under Part Two are the higher of:

Bodily Injury by Accident	**$500,000**	**Each Accident**
Bodily Injury by Disease	**$500,000**	**Policy Limit**
Bodily Injury by Disease	**$500,000**	**Each Employee**

   OR

   2. The amount shown in the Information Page.

   This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

   In this provision the limits are changed from **$500,000** to **$1,000,000** in California.

2. **Unintentional Failure to Disclose Hazards**

   If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. **Waiver of Our Right To Recover From Others**

   A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

   This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

   B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. **Foreign Voluntary Compensation and Employers' Liability Reimbursement**

   A. How This Reimbursement Applies

   This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

   1. The bodily injury must be sustained by an officer or employee.
   2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
   3. Bodily injury by accident must occur during the policy period.
   4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

   B. We Will Reimburse

   We will reimburse you for all amounts paid by you whether such amounts are:

   1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
   2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

   C. Exclusions

   This insurance does not cover:

   1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
   2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
   3. bodily injury intentionally caused or aggravated by you.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT 1

Scope of Services — Data Processing Printing, Inserting and Mailing

Custom Programming: InfoSend will create a custom program to print, insert and mail the City's data files. InfoSend's services include the programming of the initial setup required for converting the City's data, including the design of the statement(s). The initial set up will include the following documents: Regular Utility Bill, Delinquent Notice, Final Bill, First Final Delinquent Notice, and Second Final Delinquent Notice. The City may provide additional documents for InfoSend to process.

InfoSend has a twelve-week estimated programming timeframe for the initial setup. Upon receipt of the City's written approval, InfoSend will proceed with the work requested. Document production services will include the following:

1. Data Processing, CASS-certified address validation, electronic presorting for postage discounts, separation of multiple page bills and POSTNET barcoding.

2. CASS Certification: In accordance with postal regulations for presorted first class mail, we have integrated CASS Certified software into the processing of all data files received. This software validates and presorts all customer delivery addresses within the data file into zip code order, adding the zip +4. Those addresses, which do not qualify for a barcode, are printed and mailed as is.

3. OMR lines, used for selective inserting and multiple page identification. Multiple page bills and multiple bills mailed to the same address will be grouped into one mailing envelope (also known as householding).

4. Householding of bills (multiple bills going to the same address being mailed together to save on postage).

5. Black laser printing at 600 DPI, plus blue, green or red duplex printing of variable data and form elements on the front and back of the page.

6. Custom Utility Notices document design is provided free of charge.

7. Custom 8.5x11" laser forms, 24# virgin paper, perforated stub for easy remitting and lockbox compatibility for Utility Billing forms.

8. Utility forms will use standard double-window #10 mailing and standard single-window #9 return envelope with security tint.

9. InfoSend provides warehousing and inventory of all forms and envelopes. City agrees to provide InfoSend 3 months advanced notification of changes to forms and envelopes in order to deplete supply or purchase remaining undepleted stock.

10. Quality control is performed on every printed batch.

11. Folding and inserting statements along with a return envelope into an outgoing envelope.

12. Application of presorted postage. Rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any cost of service fees from InfoSend. In no event shall any change in the postage rates affect the cost of service or materials from InfoSend.

13. Delivery of mail ready statements directly to the United States Postal Service.

14. Job Tracking & Sample Approval: Allows authorized City employees to log into InfoSend's website and view the current stage that each data file is in. InfoSend can provide random or a pre-selected sample from each file to the City for approval (or rejection) before each file is processed. There is no additional fee for this customer service tool.

15. Turnaround. Statements are mailed within 24 hours from receipt of the data transfer. Files requiring sample approval must be received before 4:00 PM and approved by 6:00 PM for next day service.

16. PDF samples (if needed).

17. Web-based Messaging: Schedule bill messages online with this free customer service tool. This service will replace the general message in your data or the message you send as a separate file.

18. Website User Management offers varying levels of permissions.

19. InfoSend supports two primary methods of data transfer: FTP and secure website upload.

20. Standard confirmation reports confirming the receipt of data files and completion of mailing. Two standard reports are provided per batch, File Transfer Acknowledgement Report and Process Confirmation Report.

21. Inserts should be requested for scheduling via InfoSend's online Insert Request Form. A unique Insert Request is required for each insert to be included with the City's documents.

22. InfoSend will work with the City to comply with USPS Move Update requirements. Move Updates occur when a customer on your mailing list files a Move Update form with USPS. Supported options are:

    a. Address Change Service (ACS): When this option is selected the USPS forwards your mail to the new address and records the action in their database. InfoSend retrieves this information on a weekly basis and sends you an electronic report of the new customer addresses.

    b. National Change of Address (NCOA): The new addresses will be printed on your bills before they are mailed, and the mail piece will be sent to the customer at the new address. You will receive electronic reports of the new addresses after each batch is mailed.

c. Return Service Requested (RSR): If a change of address is found for one of the recipients, USPS will affix a tag to the mail piece detailing the new address, and return the mail piece to you. This information should then be used to update your records.

23. Archiving of documents. Infosend provides the City several options to access files. Files can be hosted on the InfoSend secure FTP (sFTP). Alternatively, they could also be automatically pushed to the City via sFTP. These PDFs are zipped prior to transfer. Each billing file/mailing batch can be output as collection of individual bill PDFs, or just one master file PDF. If InfoSend is hosting the PDFs for retrieval, files are automatically purged after 1 month.

24. Confidentiality: All information and data relating to the City's business submitted by the City to InfoSend shall be treated as confidential by InfoSend and shall not, unless otherwise required by law, be disclosed to any third party by InfoSend without the City's written consent.

Scope of Services - InfoSend eBusiness

City may select one or more of InfoSend's Primary Services from the list below. Optional Service Features can be turned on or off at any time without incurring a termination fee when turned off.

Vendor can provide eBusiness services (the "eBusiness Services") to the City as described and priced below. These services can include presenting bills online and/or accepting payment transaction information to facilitate ACH and/or credit card payments.

Online BillPay (EBPP)

- Fully featured EBPP service (Electronic Bill Presentment and Payment).
- Customers self-enroll for the service and create a username and password to securely access their eBills and make payments.
- Multiple payment options include checking/savings account (ACH), and credit/debit cards.
- Payment accounts are stored as a Payment Profile for easy repetitive use.
- Go Green! Eliminate paper bills and reduce the fuel used to deliver them with paperless billing.
- Customers can view their eBills and view the account balance before making a payment.
- Customer-activated AutoPay and other features.

CSRPay

- This service is included at a no cost to the Online BillPay Service above.
- This service gives your CSRs the ability to take live payments over the phone or in person.

Optional QuickPay Portal

- This service can be purchased as an optional addition to the Online BillPay Service above.
- This service gives your Customers the ability to make live payments through a branded portal online.
- This service does not require any kind of enrollment. It is designed for use by customers who want to make an online payment but without having to enroll in the full Online BillPay service as described above.
- This service allows your customer to make immediate payments or to schedule payments for a future date.
- This service will allow a customer to input an email address and receive an emailed payment receipt for the payment made.
- Ability for customers to submit requests securely via the user portal to the CSR portal. Ability for the CSR to reply securely, and "close" the request when resolved. Communications are archived forever as reference.

Feature	Feature Description – EBPP & Quick Pay
No Hardware or IT Costs	Utilize the Software as a service (SaaS) model while vendor hosts City's billing portal. Common feature to both services.
Secure Communications and Infrastructure	Utilize industry's best 3-tier architecture and SSL encryption for all web traffic. Common feature to both services.
PCI-DSS Certified	Level 1 PCI Certified (strongest designation possible) platform and environment, taking City's systems and personnel out of PCI scope. Common feature to both services.
Billing Cycle File Data Processing	Vendor will process City's billing cycle output to parse accounts and amounts due for customer access online. EBPP service only.
Paperless Billing	Give customer ability to choose paperless billing. Vendor will exclude bills automatically from the print file. Otherwise, paperless status reports are shared on a daily basis. EBPP service only.

"Push" eBill	Ability to "push" bill via email to customer. EBPP service only.
Customer Service Portal (CSR Portal)	A portal design to assist with administering City's application and providing customers with support. Common feature to both services.
Branded Portal	Vendor will add City's logo, colors and information for a "branded" look and feel. Common feature to both services.
Customer Self-Enrollment	Give customer ability to "enroll" for the online service. EBPP service only.
Daily New Account and Account Balance Processing	Vendor will process daily export of City's account list and balances (if biller system capable), allowing customers to see their most recent account balance prior to payment as soon as they enroll. Common feature to both services.
One-Time Payments	Ability for customer to make a one-time payment on their account with payment methods of City's choice (ACH, CC). Common feature to both services.
Payment Reporting and Transfer	Vendor's standard delimited file for import into City's billing system and transferred securely by desired method: secure FTP or secure portal download. Custom file format incurs additional charges. Common feature to both services.
Archived Payment History	Archived payment history stored for City's reference up to 24 months. Common feature to both services.
ACH Return Report	Receive notification as soon as an ACH return is reported, allowing City to monitor potential delinquencies. Common feature to both services.
Customer Service Payments	Ability for CSR reps to initiate payments from the Customer Service Portal. Common feature to both services.
Username & Password	Customers pick a username and password to login and pay one or many accounts. Complete self-administration with "forgot username or password" functionality. EBPP service only.
Email Notifications	Ability for customer to receive system generated emails for certain events: payment confirmation, payment failure (ACH return), and more. Payment receipts common to both services, other alerts in EBPP only.
Presentment of Bills	Vendor will process City's monthly output and present bills in a secure portal for enrolled customers. EBPP service only.
Bill History	Customers will have access to 18 calendar months of bill history (assuming InfoSend has already processed this data), starting from enrollment date forward. EBPP service only.

Customer Stored Payment Profiles	Ability for customer to store payment account on file for automatic or quick, 3-click one-time payments. EBPP service only.
Recurring Payments (AutoPay)	Ability for customer to self enroll, and vendor to schedule automatic payments from chosen payment account each billing cycle for the amount due. EBPP service only.
User "Subscription" Report	A daily, weekly or monthly report that provides full demographic data on your customers: email address, paperless preference and AutoPay setting. EBPP service only.
Two-way, Secure Customer Service Communication Tool	Ability for customers to submit requests securely via the user portal to the CSR Portal. Ability for the CSR to reply securely, and "close" the request when resolved. Communications are archived forever as reference. EBPP service only.

COST SECTION

Pricing: Data Processing, Print & Mail Service Setup Fee

InfoSend's Fees – Initial Setup Costs Implementation, professional services, and optional services fees.			
Professional Services	**Data-Only (e.g. flat files, XML) Implementation: Waived** Vendor hosts and maintains an application to generate your bills. Vendor will assist in redesigning the bills if needed and will be responsible for later changing the format if needed. Data manipulations are not part of the standard offering.		
	Professional Services Fee Per hour and performed only upon request. For customizations made to data processing application after go-live. Work is only started after receiving City's approval of a formal quote.	**Per Hour**	$175.00

Pricing: Data Processing, Print & Mail Service Monthly Fees

Per Item Summary	**Regular Utility Bills, Delinquent Notices, Final Bills, First Final Delinquent Notices and Second Final Delinquent Notices:** Per baseline 1 page mailpiece. Baseline cost includes form, #10 outgoing envelope. #9 return envelope, data processing, printing, QC, folding of bill, inserting of bill. metering, and delivery to the USPS. Pricing excludes sales tax for materials and postage. Please see detailed pricing in the table below for specifics on these items and the type of printing that will be used. Bills that have the #9 return envelope suppressed will cost less as there will be charged for materials used only. Any bills grouped together "householding" to go to the same address will reduce materials and postage costs.	Per Baseline 1 Page Mailpiece (est. volume 47,000 per month)	$0.094

Detailed pricing below breaks out the cost of every individual item used in the print and mail process. This allows City to determine how much is saved every time a #9 envelope is suppressed (e.g., due to AutoPay). Cost savings from "householding" is shown by saving on the materials when multiple bills are mailed to the same address (there is only one outgoing and one return envelope used per mailpiece). This also allows estimation of postage savings from house holding. The current 5-Digit pre-sort rate for 1 ounce and less postage is $0.350.

InfoSend's Monthly Fees – Turnkey Data Processing, Print & Mail Service:

The individual prices shown in the table below apply only to the turnkey data processing, printing, and mailing service for the following document types. Other types of document printing and/or mailing can be quoted later, if needed.

	Turnkey Data Processing, Print & Mail Service	**Per physical page**	**Options Below:**
Primary Services	Price is per physical page. Includes processing of your unique data, CASS address validation, presorting, printing, and mail insertion. Finished mailpieces are delivered to the USPS. Excludes materials, sales tax for materials and postage. A postage deposit will be required. *Pricing assumes the use of materials options listed in the below section.*	Regular Utility Bills, Delinquent Notices, Final Bills, First Final Delinquent Notices and Second Final Delinquent Notices Est. Volume 47,000/month Price includes black plus blue, green or red duplex printing of variable data and form elements on the front and back of the page.	$0.051
		Multiple Page Mailpiece Surcharge – Flat Mailpieces This surcharge only applies to multiple page bills that have too many pages to fit in a standard #10 envelope. This surcharge covers the necessary manual labor.	$0.120
		Postage City will be invoiced for the exact postage used.	Pass Through

Materials	**Forms**		
	Regular Utility Bills, Delinquent Notices, Final Bills, First Final Delinquent Notices and Second Final Delinquent Notices: With Perforation. Paper is 8.5x11" and 24 lb. Price includes all inventory costs.	Per Sheet	$0.016
	InfoSend Standard Window Envelopes		
	Standard Window Envelopes These envelopes include security tint printed on the inside of the paper stock and clear film that prevents the contents of the envelope from being viewed. These envelopes also use sustainably logged paper (SFI)	**Per Standard Envelope**	**Options Below:**
		#10 InfoSend Standard Double Window Outgoing	$0.014
		#9 InfoSend Standard Single Window Return Envelope	$0.013
	Other Envelopes		
	Flat Envelope – only used for multiple page statements that do not fit in the #10 envelope.	Per Flat Envelope	$0.120

Pricing: Turnkey Data Processing, Print & Mail Service
Optional Services

Optional Service Features	**Electronic Address Updates – NCOALink or ACS** Per reported update. InfoSend electronically reports the addresses it received in your data that need to be updated because the customer filed a Change of Address Report with the USPS.	Per Update	$0.40
	Drop-Shipped Inserts City can provide preprinted and folded inserts and ship them to Vendor to be mailed with the statements. If folding is required add $0.01 to the fee. InfoSend-printed inserts are quoted upon request. No additional service cost to use "intelligent" inserting to selectively include inserts with certain bill types only. Cost includes all inventory costs.	Per Insert	$0.007
	InfoSend-Printed Inserts Any inserts printed by InfoSend include the materials cost, folding cost, and inserting cost. You save the expense and hassle of having to ship inserts to InfoSend.	Per Insert	See Options:
	1/3 of Letter-Size Page Inserts (on plain 24 lb white paper):		
	8.5x3.66" One-Sided (simplex) Grayscale Insert		$0.035
	8.5x3.66" Double-Sided (duplex) Grayscale Insert		$0.040
	8.5x3.66" One-Sided (simplex) Black + Blue, Red, or Green Insert		$0.038
	8.5x3.66" Double-Sided (duplex) Black + Blue. Red. or Green Insert		$0.043
	Letter-Size Page Inserts (on plain 24 lb white paper):		
	8.5x11" One-Sided (simplex) Grayscale Insert		$0.055
	8.5x11" Double-Sided (duplex) Grayscale Insert		$0.070
	8.5x11" One-Sided (simplex) Black + Blue, Red. or Green Insert		$0.065
	8.5x11" Double-Sided (duplex) Black + Blue, Red, or Green Insert		$0.080
	Prices for other insert types vary based on requirements and current paper and printing prices.		

Optional Services	Online Print Image Archiving Each bill is stored as a PDF and indexed in a database. Search by account number or other key fields. You are charged one up-front fee per document to process it, index it, and store it for a set number of months.	Per PDF (No Setup Fee)	$0.005 – For 3 Months of Retention $0.008 – For 6 Months of Retention
	Alternatively, they could also be automatically pushed to the City via sFTP. These PDFs are zipped prior to transfer. Each billing file/mailing batch can be output as collection of individual bill PDFs, or just one master file PDF. If InfoSend is hosting the PDFs for retrieval, files are automatically purged after 1 month.	Per PDF (No Setup Fee)	$0.007
	CD Archiving Search by account number or name. The documents are stored on the CD in PDF format.	Per CD	$95.00 + Shipping & Handling

Pricing: InfoSend Monthly eBusiness Service Fees

These costs have been provided using a Fixed Quote process. City understands and agrees to these terms and to the project-specific terms and conditions that will be provided in the Statement of Work that will be created to capture City's specific requirements and data types.

Online BillPay (EBPP) Initial Setup Cost:	**$4995.00**

InfoSend's Monthly Fees – Online BillPay (EBPP) Service

This pricing is based on an estimated number of bills that are created and sent out each month equal to (to be determined) Bills Per Month.

The individual prices shown in the table below apply only to the turnkey Online BillPay Service. Pricing assumes the acceptance and use of one of Vendor's preferred payment partners.

Base Services	**Data Processing and Document Creation - per Page Processed** Includes the processing of City's custom data. Each time a billing file is received, vendor's system will look for new customers to add to the eBusiness database (to facilitate enrollment). The system will process City's data and create PDF versions of your bills.	**Per page**	***Waived***
Base Services	**eBill Loading and Storage Fee** Fee to load each eBill PDF in the eBusiness system and store for 18 months. City will decide if eBills are to be loaded for the customers starting with the first billing cycle after enrollment (to save cost) or if Vendor to pre-load eBills for all customers into the system (to have prior bills in the system to display as soon as the customer enrolls). Customers can make a payment immediately after enrollment regardless of which option you choose. The eBusiness CSR portal also provides payment history data, password reset features, and other common functionality.	Per eBill	$0.02
Base Services	**Per Enrolled User Fee** Per enrolled customer (user) fee. Fee is charged once per month.	Per User	$0.07
Base Services	**Payment Initiation & PCI Compliance Fee**	Per Payment	$0.06

	Per payment initiated to one of Vendor's preferred payment partners. This is for all payment initiations for ACH, credit card, autopay, same day or scheduled payments made through the system. Processing costs will be covered under separate contract directly with processor.		
	Monthly Support Fee Per month fee to support the Online BillPay service.	Per Month	$350.00

InfoSend's Fees – CSR Pay Service

Pricing assumes the acceptance and use of one of Vendor's preferred payment partners.

<table>
<tr><td rowspan="3">Base Services</td><td>Payment Initiation & PCI Compliance Fee

Per payment initiated to one of Vendor's preferred payment partners. This is for all payment initiations for ACH, credit card, autopay, same day or scheduled payments made through the system. Processing costs will be covered under separate contract directly with processor.</td><td>Per Payment</td><td>$0.06</td></tr>
<tr><td>Monthly Support Fee

Per month fee to support the Online ePay service.</td><td>Per Month</td><td>$25.00</td></tr>
<tr><td>Setup Fee</td><td>One Time</td><td>WAIVED</td></tr>
</table>

Project Summary: This project will be completed to create and configure the Online BillPay portal.

Project Details: A requirements gathering process will be initiated to build the Statement of Work required to begin programming and system configuration. During the requirements gathering process the InfoSend and the City will discuss:

- Electronic Payment Options. InfoSend and City will discuss the electronic payment options to be included in the Online BillPay portal and the electronic payment processor that will be used.
- Online BillPay business rules and available configuration options.

Project Schedule: Project is estimated to take 14-16 weeks to complete. The Statement of Work will contain all City deliverables and responsibilities. Both parties agree to dedicate adequate resources to the project to complete it in the shortest amount of time possible.

Should City make changes to the project specifications after the Statement of Work has been finalized and programming has begun it must pay Professional Services Fees, on a Time and Materials basis, to cover the work needed to account for these changes. Changes made after the City has executed the Statement of Work and any follow-up documents can cause delays to the project completion.

Terms and Conditions: Should City cancel the project at its convenience before the Initial Setup is complete, it will be responsible to pay the full Initial Setup Cost, plus a $2,500.00 termination fee.

QuickPay Initial Setup Cost		$995.00
QuickPay Initial Setup Cost: $995.00 when implemented at the same time as full EBPP, $1,495.00 if separate. One time fee - cost for project implementation. Includes adding City's logo and banner to the web portal and configuring email templates. Includes setting up payment integration to one of InfoSend's preferred payment partners. Please note that City must sign off on requirements documents (Statement of Work, project plan, etc.) before programming and system configuration can begin. City can be charged additional fees and/or have the project go-live date delayed if requirements are changed after they have been finalized and signed off.		
Payment Initiation & PCI Compliance Fee Per payment initiated to one of InfoSend's preferred payment partners. This is for all payment initiations for ACH, credit card, auto pay, same day or scheduled payments made through the system. Processing costs will be covered under separate contract directly with processor.	Per Payment	$0.06
Monthly Support Fee Per month fee to support the QuickPay service.	Per Month	$50.00

Payment Processor Fees — eBusiness Services

Payment processing must be performed by one of Vendor's previously integrated payment partners. Pricing will be given at time of service implementation and will be competitive.

Price Escalations to InfoSend Professional Services Fees

InfoSend Professional Services Fees can be adjusted once every twelve (12) months to account for increases to the cost of providing these services. InfoSend reserves the right to increase Professional Services Fees on a yearly basis, starting with the first anniversary of the Agreement date, if needed. City will be notified, in writing, at least 30 days prior to such price increase. An amendment to this Agreement will not be required if the Professional Services Fees are changed, unless the terms or conditions of the Agreement have changed.

<u>Definition of Professional Services</u>

InfoSend Professional Services are the technical services that are required to perform the initial setup of the InfoSend Primary Services defined in Exhibit 1 and the technical services required to make changes to these Primary Services after the initial setup is complete. Once any Primary Service is live and operational Professional Services will not be required unless City requests a change or makes changes to its data file format or business rules which necessitates a change to InfoSend's system configuration or programming. Examples of InfoSend Professional Services:

- Project requirements gathering and analysis hours
- Project management and/or consulting hours
- Software development and system configuration hours related to the processing of City's data
- Software development and system configuration hours related to document design, web portal setup, business rule configuration, or any other applicable technical services
- Application testing and deployment hours

<u>Professional Services Fee and Process for Approval and Payment of Fee</u>

The current Professional Services Fee is $175.00 per hour.

Anytime a project will incur billable Professional Services hours, City will be informed before work begins. Vendor and City will execute a Statement of Work for project that City wants Vendor to undertake. The payment terms for the project depend on the size and scope of the project. The Statement of Work can include payment terms that are different than the terms listed in this Agreement for InfoSend Monthly Service Fees, otherwise these terms will apply and the project fees will be invoiced upon project completion. Small projects that incur less than five (5) hours of Professional Services can be initiated without a Statement of Work if City accepts and executes a Programming Quote for this work.

All projects that will take more than five (5) hours of Professional Services work will require both parties execute a formal Statement of Work. Depending on the nature of the work required Vendor will provide one of the following quotation methods:

- Fixed Quote – a fixed project cost will be set. Vendor may elect to waive this cost in some circumstances. City understands and accepts that it must accept the terms and conditions of the Statement of Work for the project and that changes made to the project requirements, data file structure, etc. after the Statement of Work and any amendments to it have been finalized will require City to pay for these changes on a Time and Materials basis. City will be notified immediately if this scenario happens and given an option to keep the original project specifications to keep the fixed quote in place,

- Time and Materials Quote – should it not be possible to provide a fixed quote due to the nature of a City's requested project, Vendor will provide an estimated number of hours to complete the project and bill the hours on a Time and Materials basis. The Statement of Work will include the terms and conditions for these project types and City will be invoiced weekly for the hours spent on the project.

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 06/26/12

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

Prepared By: Kymberly Horner, Interim Redevelopment Services Manager K.H. Agenda Item No. I-7

Reviewed By: City Manager JMH City Attorney AM Finance JC Other *(Specify)*

DATE: June 18, 2012

TO: City Council

FROM: Curtis P. Cannon, Community Development Director Curtis P. Cannon
Community Development Department

SUBJECT: Resolution Approving Levy and Collection of Assessments for Fiscal Year 2012-13 within the Oxnard Downtown Management District

RECOMMENDATION

That City Council adopt a resolution ordering the levy and collection of assessments within the Oxnard Downtown Management District (the "District") for Fiscal Year ("FY") 2012-13.

DISCUSSION

The Property and Business Improvement District Law of 1994, Part 7 of Division 18 of the California Streets and Highways Code, commencing with Section 36600 (the "Law"), authorizes cities to establish property and business improvement districts (the "PBIDs") within business districts to promote enhanced economic revitalization and physical maintenance of such business districts. The Law authorizes cities to approve the levy and collection of assessments on real property within such districts for the purpose of providing enhanced improvements and promoting activities that specifically benefit real property within such districts.

On August 2, 2011, the Oxnard City Council re-established and expanded the Downtown PBID for a three-year period (FY 2011/12 - FY 2013/14). Annually, the City Council adopts a resolution to approve the levy and collection of assessments against lots and parcels of real property within the District. The proposed improvements and activities include providing street, sidewalk, alley and parking lot cleaning and other services supplemental to those normally provided by the City, a public safety program, promotions and marketing, expansion of thematic physical amenities throughout Downtown, and other improvements and activities which benefit businesses and real property located within the District. The District Annual Report will be provided to the City Council at a future Council Meeting in accordance with the Agreement between the City and the District.

The proposed assessment is $524,964.21, which reflects a rate increase of 5 percent over the previous fiscal year. Of the total assessments to be levied, $383,827.46 is to be charged to private owners and $141,136.75 to public agencies. In accordance with the Management District Plan, the amount to be levied and collected for each fiscal year may be increased by an amount not to exceed five percent per year. The Oxnard Downtown Management District Board of Directors approved a five (5) percent increase for FY 2012-13.

FINANCIAL IMPACT

The City will be responsible for submitting to the County of Ventura an annual assessment roll for the District for FY 2012-13. Any assessed non-City public agencies for which the County does not bill a District assessment will receive a hand bill. The District assessment revenues collected by the County and paid to the City will be remitted to the Oxnard Downtown Maintenance District approximately twice a year.

The Successor Agency will be responsible for the assessments for properties owned by the City, former Redevelopment Agency/Community Development Commission, Housing Authority, and Parking Authority, in the amount of $141,136.75. This expenditure is included in the CDC's FY 2012-13 budget and approved by the State Department of Finance on the Recognized Obligation Payment Schedule ("ROPS") for the periods of January –June 2012 and July-December 2012.

KH:kh

Attachment #1 - City Council Resolution

RESOLUTION NO. __________

A RESOLUTION OF THE CITY OF OXNARD APPROVING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2012-13 WITHIN THE OXNARD DOWNTOWN MANAGEMENT DISTRICT, PURSUANT TO THE PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994, PART 7 OF DIVISION 18 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

WHEREAS, the Property and Business Improvement District Law of 1994, Part 7 of Division 18 of the California Streets and Highways Code, commencing with Section 36600 (the "Law"), authorizes cities to establish property and business improvement districts (PBIDs) within business districts to promote the economic revitalization and physical maintenance of such business districts; and

WHEREAS, the Law authorizes cities to levy and collect assessments on real property within such districts for the purpose of providing improvements and promoting activities that specially benefit real property within such districts; and

WHEREAS, on August 2, 2011, the Oxnard City Council re-established and expanded for a three-year period the property and business improvement district named the Oxnard Downtown Management District (the "District"); and

WHEREAS, it is necessary for the City Council to adopt a resolution to levy and collect assessments in the District for each of the three years.

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

Section 1. The levy and collection of assessments against lots and parcels of real property within the District for fiscal year 2012-13 is ordered as shown on Exhibit "A," attached hereto and incorporated herein by reference.

Section 2. The proposed improvements and activities for the District include providing street, sidewalk, alley and parking lot cleaning and other municipal services supplemental to those normally provided by the City; a public safety/ambassador guide program; promotions and marketing; expansion of thematic physical amenities throughout Downtown and other improvements and activities which benefit businesses and real property located in the District.

Section 3. The assessment to be levied and collected for fiscal year 2012-13 is $524,964.21 which reflects a rate increase of 5% over the previous fiscal year. Of the total assessments to be levied, $383,827.46 is to be charged to private owners and $141,136.75 to public agencies. In accordance with the Management District Plan, the amount to be levied and collected for each fiscal year may be increased by an amount not to exceed five percent per year. The Oxnard Downtown Management District (ODMD) Board of Directors has approved an increase of five (5) percent for fiscal year 2012-13.

Section 4. The City of Oxnard Finance Director is hereby authorized to request County of Ventura to collect assessments for the District for Fiscal Year 2012-13.

Section 5. The City Clerk is hereby authorized and directed to transmit a certified copy of the Resolution and the Report to the Ventura County Auditor, as may be required to place said assessment on the secured property tax roll for the Fiscal Year 2012-13.

PASSED AND ADOPTED this 26th day of June, 2012, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

EXHIBIT A

APN	FY2012-13 Assessment
2010113110	$3,343.17
2010160010	$626.94
2010160020	$593.34
2010160030	$1,667.87
2010160040	$443.66
2010160050	$820.66
2010160060	$413.13
2010160070	$697.97
2010160080	$646.87
2010160090	$624.68
2010160100	$705.85
2010160110	$873.16
2010160120	$733.47
2010160130	$1,205.31
2010160150	$667.15
2010160160	$2,011.17
2010160170	$1,419.26
2010160180	$1,613.19
2010160190	$924.75
2010160200	$1,791.52
2010160220	$1,039.87
2010160230	$477.08
2010160240	$870.57
2010160250	$1,041.64
2010160260	$2,009.42
2010211010	$1,804.88
2010211040	$441.01
2010211110	$806.16
2010211120	$684.59
2010211130	$517.69
2010211140	$517.69
2010211155	$517.69
2010211170	$1,716.42
2010211180	$1,255.07
2010211190	$1,458.63
2010211200	$1,492.09
2010211210	$1,496.39
2010211225	$414.14
2010211230	$617.32
2010211300	$531.26
2010211360	$1,062.24
2010211380	$1,254.21
2010212010	$1,427.86
2010212020	$1,232.53
2010212030	$1,226.46
2010212060	$1,165.77
2010212070	$1,310.52
2010212140	$1,214.32
2010212150	$2,770.66
2010212165	$1,502.87
2010212170	$1,542.31
2010212180	$913.17
2010212190	$945.51
2010212200	$692.94
2010212230	$1,105.08
2010212260	$1,678.33
2010212270	$1,323.76
2010213010	$1,099.61
2010213020	$667.23
2010213030	$826.24
2010213075	$515.51
2010213080	$1,119.99
2010213090	$1,176.75
2010213100	$607.19
2010213110	$220.63
2010213120	$55.16
2010213130	$1,022.18
2010213140	$533.35
2010213150	$500.54
2010213160	$2,329.42
2010214010	$750.04
2010214020	$2,923.69
2010214030	$2,043.07
2010214040	$2,568.53
2010271030	$607.19
2010271040	$573.20
2010271060	$623.01
2010271070	$803.87
2010271080	$1,131.01
2010271090	$555.94
2010271100	$761.08
2010271110	$761.08
2010271160	$220.63
2010271170	$1,304.78
2010271180	$2,632.16
2010272010	$1,047.36
2010272020	$569.75
2010272030	$569.75
2010272040	$55.16
2010272050	$788.70
2010272060	$1,592.10
2010272070	$747.27
2010272080	$747.27
2010272090	$945.51
2010272100	$1,536.24
2010272110	$877.61
2010272120	$1,205.24
2010272140	$555.94
2010272150	$1,597.40
2010272160	$747.11
2010272170	$761.08
2010272180	$1,317.19
2010272190	$55.16
2010272200	$521.42
2010272210	$419.83
2010272220	$1,121.43
2010272230	$1,625.70
2010360110	$1,563.09
2020081010	$1,316.16
2020081020	$747.27
2020081100	$1,114.73
2020081160	$747.27
2020081170	$1,316.16
2020081180	$761.08
2020081190	$761.08
2020081200	$761.08
2020081210	$761.08
2020081220	$761.08
2020081230	$1,329.97
2020081240	$566.04
2020081250	$761.08
2020081260	$761.08
2020081270	$761.08
2020081280	$761.08
2020081290	$761.08
2020083030	$1,223.08
2020083040	$55.16
2020083050	$1,479.22
2020083060	$1,067.87
2020083070	$1,269.97
2020083210	$2,111.00
2020083220	$811.32
2020085030	$746.28
2020085040	$802.99
2020085050	$3,263.93
2020085190	$751.12
2020085200	$1,815.22
2020091100	$747.27
2020091370	$1,712.64
2020091380	$940.95
2020091390	$11,160.57
2020091400	$3,487.30
2020092030	$428.12
2020092040	$669.95
2020092050	$1,148.44
2020092060	$1,171.38
2020092070	$2,165.82
2020092120	$747.27

2020092130	$1,209.25	2020101310	$363.91	2020106245	$588.53
2020092140	$2,044.44	2020101330	$363.91	2020106250	$797.74
2020092170	$5,629.68	2020101355	$363.91	2020106265	$426.90
2020092180	$1,932.72	2020101360	$359.41	2020106275	$635.20
2020092190	$2,688.23	2020101370	$372.20	2020106285	$383.93
2020094010	$1,851.05	2020101405	$404.31	2020106295	$615.90
2020094020	$1,085.53	2020101415	$3,548.55	2020106310	$401.47
2020094035	$2,344.62	2020101420	$1,208.20	2020106320	$504.52
2020094040	$1,859.10	2020101435	$374.27	2020106355	$1,843.77
2020094050	$1,129.22	2020101445	$2,046.99	2020106370	$943.52
2020094060	$1,347.71	2020102010	$4,654.72	2020106380	$943.63
2020094080	$1,834.30	2020103025	$705.85	2020106390	$928.49
2020094140	$1,216.23	2020103090	$705.85	2020106400	$1,956.92
2020094155	$367.36	2020103100	$2,008.88	2020106410	$2,319.80
2020094160	$367.36	2020103115	$442.81	2020107050	$532.37
2020094170	$730.71	2020103120	$1,808.70	2020107060	$545.58
2020094185	$704.27	2020103130	$771.08	2020107070	$545.58
2020094195	$1,359.17	2020103145	$692.04	2020107080	$2,132.04
2020094205	$383.93	2020103175	$357.98	2020107100	$906.12
2020094215	$1,679.51	2020103185	$522.27	2020107110	$1,950.99
2020094225	$383.93	2020103195	$2,032.61	2020107120	$535.23
2020094235	$1,110.62	2020103205	$592.23	2020107135	$1,207.28
2020094240	$1,504.97	2020103210	$1,066.31	2020107160	$1,153.50
2020095075	$747.27	2020103225	$374.27	2020107170	$1,367.53
2020095085	$747.27	2020103235	$458.69	2020107195	$506.63
2020095090	$1,305.62	2020103245	$2,243.59	2020107205	$389.02
2020095100	$1,202.45	2020104015	$3,434.64	2020107215	$387.68
2020095110	$747.27	2020104165	$2,506.62	2020107225	$494.65
2020095120	$3,917.58	2020104415	$14,615.82	2020107235	$2,788.83
2020095140	$2,466.88	2020105100	$6,478.80	2020107240	$2,853.62
2020095150	$1,492.09	2020105120	$549.03	2020107250	$1,452.89
2020095160	$1,492.09	2020105170	$449.26	2020131030	$791.79
2020096035	$1,391.71	2020105180	$2,010.88	2020131040	$1,545.95
2020096050	$1,551.95	2020105195	$359.08	2020131050	$1,643.45
2020096060	$1,240.89	2020105205	$540.75	2020131060	$1,510.42
2020096070	$1,354.17	2020105210	$359.08	2020131070	$1,811.42
2020096080	$2,892.22	2020105220	$540.75	2020131170	$1,092.30
2020096095	$940.98	2020105235	$375.65	2020131190	$357.44
2020096105	$2,373.68	2020105245	$920.66	2020131220	$568.56
2020096110	$1,208.99	2020105260	$432.69	2020131230	$1,227.43
2020096125	$697.53	2020105295	$2,523.08	2020133010	$1,316.16
2020101130	$1,507.89	2020105305	$587.70	2020133020	$899.00
2020101190	$629.17	2020105325	$2,394.78	2020133030	$747.27
2020101205	$490.29	2020105335	$2,103.73	2020133040	$747.27
2020101215	$1,723.45	2020106015	$1,162.19	2020133050	$55.16
2020101225	$362.53	2020106035	$535.23	2020133060	$747.27
2020101235	$516.59	2020106065	$740.37	2020133210	$3,116.04
2020101255	$441.12	2020106120	$940.49	2020135025	$1,213.44
2020101270	$363.91	2020106130	$1,555.67	2020135035	$5,672.72
2020101290	$399.12	2020106140	$3,404.92	2020141060	$913.17

2020141070	$549.03	2020144240	$494.59	2020183120	$1,316.16
2020141080	$1,062.86	2020144250	$1,144.88	2020183130	$731.89
2020141090	$1,062.86	2020144260	$837.77	2020183140	$547.99
2020141100	$55.16	2020144270	$928.00	2020183150	$1,802.73
2020141110	$1,712.64	2020144280	$842.52	2020183160	$747.27
2020141155	$55.16	2020144290	$753.85	2020183170	$1,111.41
2020141165	$55.16	2020144300	$867.24	2020191340	$3,493.79
2020141175	$55.16	2020145010	$3,071.48	2020191375	$3,881.62
2020141185	$55.16	2020145030	$1,080.21	2020191395	$2,946.89
2020141195	$55.16	2020145050	$1,588.46	2020191420	$1,659.44
2020141205	$55.16	2020145060	$1,043.01	2020192010	$2,085.94
2020141215	$55.16	2020145110	$1,475.55	2020192020	$4,614.14
2020141225	$55.16	2020145120	$747.27	2020192050	$6,203.92
2020141235	$55.16	2020145130	$1,378.45	2020192110	$2,643.69
2020141245	$55.16	2020145140	$1,316.16	2020192130	$945.51
2020141255	$55.16	2020145190	$747.27	2020192140	$3,019.40
2020141265	$55.16	2020145200	$719.66	2020192155	$4,820.27
2020141275	$55.16	2020145210	$628.27	2020192165	$1,502.81
2020141285	$55.16	2020145220	$4,218.05	2020360015	$55.16
2020141295	$55.16	2020145230	$1,059.80	2020360025	$55.16
2020141305	$55.16	2020145240	$1,173.65	2020360035	$55.16
2020141315	$55.16	2020146010	$1,711.02	2020360045	$55.16
2020141325	$55.16	2020146020	$990.40	2020360055	$55.16
2020141335	$55.16	2020146030	$929.71	2020360065	$55.16
2020141345	$55.16	2020146040	$656.61	2020360075	$55.16
2020141355	$55.16	2020146050	$838.68	2020360085	$55.16
2020141365	$55.16	2020146070	$1,182.48	2020360095	$55.16
2020141375	$55.16	2020146080	$686.95	2020360105	$55.16
2020141385	$55.16	2020146090	$535.23	2020360115	$55.16
2020141395	$55.16	2020146100	$899.37	2020360125	$55.16
2020141405	$55.16	2020146110	$535.23	2020360135	$55.16
2020141415	$55.16	2020146120	$535.23	2020360145	$55.16
2020141425	$55.16	2020146130	$777.99	2020360155	$55.16
2020142160	$5,791.43	2020146140	$2,434.98	2020360165	$55.16
2020143015	$2,989.56	2020146150	$1,265.12	2020360175	$55.16
2020143025	$1,348.96	2020146180	$2,017.98	2020360185	$55.16
2020143030	$900.21	2020146190	$535.23	2020360195	$55.16
2020143040	$776.62	2020146200	$535.23	2020360205	$55.16
2020143050	$549.03	2020146210	$535.23	2020360215	$55.16
2020143140	$3,496.07	2020146220	$4,331.30	2020360225	$55.16
2020143230	$1,689.96	2020182020	$7,349.68	2020360235	$55.16
2020143240	$1,496.59	2020182030	$2,355.30	2020360245	$55.16
2020143250	$1,116.72	2020183010	$1,113.25	2020360255	$55.16
2020144170	$840.78	2020183020	$962.42	2020360265	$55.16
2020144180	$982.44	2020183030	$1,241.96	2020360275	$55.16
2020144190	$1,034.66	2020183040	$3,032.70	2020360285	$55.16
2020144200	$904.55	2020183070	$549.03	2020360295	$55.16
2020144210	$954.56	2020183090	$1,232.79	2020360305	$55.16
2020144220	$494.89	2020183100	$747.27	2020360315	$55.16
2020144230	$1,574.58	2020183110	$747.27	2020360325	$55.16

2020360335	$55.16	2020360595	$55.16	2020360855	$55.16
2020360345	$55.16	2020360605	$55.16	2020360865	$55.16
2020360355	$55.16	2020360615	$55.16	2020360875	$55.16
2020360365	$55.16	2020360625	$55.16	2020360885	$55.16
2020360375	$55.16	2020360635	$55.16	2020360895	$55.16
2020360385	$55.16	2020360645	$55.16	2020360905	$55.16
2020360395	$55.16	2020360655	$55.16	2020360915	$55.16
2020360405	$55.16	2020360665	$55.16	2020360925	$55.16
2020360415	$55.16	2020360675	$55.16	2020360935	$55.16
2020360425	$55.16	2020360685	$55.16	2020360945	$55.16
2020360435	$55.16	2020360695	$55.16	2020360955	$55.16
2020360445	$55.16	2020360705	$55.16	2020380015	$55.16
2020360455	$55.16	2020360715	$55.16	2020380025	$55.16
2020360465	$55.16	2020360725	$55.16	2020380035	$55.16
2020360475	$55.16	2020360735	$55.16	2020380045	$55.16
2020360485	$55.16	2020360745	$55.16	2020380055	$55.16
2020360495	$55.16	2020360755	$55.16	2020380065	$55.16
2020360505	$55.16	2020360765	$55.16	2020380075	$55.16
2020360515	$55.16	2020360775	$55.16	2020380085	$55.16
2020360525	$55.16	2020360785	$55.16	2020380095	$55.16
2020360535	$55.16	2020360795	$55.16	2020380105	$55.16
2020360545	$55.16	2020360805	$55.16	2020380115	$55.16
2020360555	$55.16	2020360815	$55.16	2020380125	$55.16
2020360565	$55.16	2020360825	$55.16		$524,964.21
2020360575	$55.16	2020360835	$55.16		
2020360585	$55.16	2020360845	$55.16		

CITY OF
OXNARD
CALIFORNIA

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

Meeting Date: 06 /26/2012

Prepared By: Michael More MM Agenda Item No. I - 8

Reviewed By: City Manager MMH City Attorney [signature] Finance [signature] Other *(Specify)*

DATE: May 23, 2012

TO: City Council

FROM: Michael More, Financial Services Manager [signature]
Finance Department

SUBJECT: **Special Tax Levy for Community Facilities District (CFD) No. 88-1 (Oxnard Town Center)**

RECOMMENDATION

That City Council, acting as the legislative body of Community Facilities District (CFD) No. 88-1, adopt a resolution setting a special tax rate within CFD No. 88-1 (Oxnard Town Center) for Fiscal Year 2012-2013.

DISCUSSION

On June 14, 1988, City Council established CFD No. 88-1 and authorized bonded indebtedness of $14,770,000 to be paid by the levy of a special tax. Government Code Section 53340 requires that, prior to the first time the special tax is levied, the City Council adopt an ordinance setting the special tax rate (which states the maximum rate approved by the voters in the CFD at the time of formation). Thereafter, in each fiscal year, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year. The special tax rate set by resolution each year may be less than the maximum rate set by the ordinance. On May 2, 1989, the City Council adopted Ordinance No. 2197 setting the maximum special tax for CFD No. 88-1.

The resolution for setting the special tax rate for CFD No. 88-1 was prepared by bond counsel for adoption of the FY 1989-90 special tax and has been updated each fiscal year for adoption of the special tax. The total amount of special taxes for CFD No. 88-1 for FY 2012-2013 is $250,296.11.

FINANCIAL IMPACT

There will be no cost to the City's General Fund from approval of the resolution levying the special taxes for CFD No. 88-1 for FY 2012-2013. Debt service costs and all City administrative costs are included in the amount to be collected by the special taxes which are levied against properties located in CFD No. 88-1.

MJM

Attachment # 1 - Resolution levying the special tax for CFD No. 88-1 for FY 2012-2013

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 88-1 OF THE CITY OF OXNARD (OXNARD TOWN CENTER) SETTING THE SPECIAL TAX RATE FOR THE FISCAL YEAR 2012-2013

WHEREAS, on June 14, 1988, the City Council adopted Resolution No. 9465 which established Community Facilities District No.88-1 (Oxnard Town Center) (herein "Community Facilities District No. 88-1") and authorized the levy of a special tax within Community Facilities District No. 88-1, which special tax was approved by the qualified electors of Community Facilities District No. 88-1 at an election held on June 14, 1988; and

WHEREAS, on June 14, 1988, the City Council also adopted Resolution No. 9466 which determined the necessity to incur bonded indebtedness in the amount of $14,770,000 within Community Facilities District No. 88-1, which bond authorization was approved by the qualified electors of Community Facilities District No. 88-1 on June 14, 1988; and

WHEREAS, on May 2, 1989, the City Council adopted Ordinance No. 2197 authorizing the levy of a special tax within Community Facilities District No. 88-1; and

WHEREAS, on September 15, 1988, the City Council issued $14,770,000 Special Tax Bonds of Community Facilities District No. 88-1 and is required by the Mello-Roos Community Facilities Act of 1982, as amended, to levy a special tax for the purpose of paying the principal and interest on these bonds and to pay other expenses relating to Community Facilities District No. 88-1, as set forth in Resolution No. 9465; and

WHEREAS, the Finance Department has calculated the amount of money to be derived from the special tax levy within Community Facilities District No. 88-1 and has presented to the City Council the current roll of special levy obligations by assessor's parcel number on non-exempt property within Community Facilities District No. 88-1, a copy of which is attached hereto as Exhibit A; and

WHEREAS, pursuant to Section 53340 of the Government Code of the State of California, the City Council may levy the special tax at a lower rate than is set forth in Ordinance No. 2197 by resolution and if the resolution is adopted, a certified copy of the resolution and a list of all parcels subject to the special tax levy with the tax to be levied on each parcel must be filed by the City Clerk with the County Auditor; and

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

WHEREAS, pursuant to the authority vested in the City Council pursuant to Section 53340 of the Government Code, this City Council desires to levy a special tax in Community Facilities District No. 88-1 for the fiscal year 2012-2013;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD HEREBY RESOLVES as follows:

SECTION 1. The City Council hereby levies the special tax within Community Facilities District No. 88-1 on those properties therein and in the amounts as set forth in Exhibit A attached hereto and incorporated herein in full by this reference.

SECTION 2. The Chief Financial Officer of the City is hereby authorized to forward a copy of this resolution to the County Auditor-Controller's Office in order that said special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected. All special taxes levied pursuant to this resolution shall be secured by the lien on the properties within Community Facilities District No. 88-1 imposed pursuant to Section 3115.5 of the Streets and Highways Code. This lien shall be a continuing lien and shall secure each levy of special tax. The lien of the special tax shall continue in full force and effect until the special tax obligation is prepaid, permanently satisfied and canceled in accordance with Section 53344 of the Government Code.

PASSED AND ADOPTED on this ____ day of ________, 2012, by the following vote:

AYES:

NOES:

ABSENT:

____
Dr. Thomas E. Holden, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

______________________ for
Alan Holmberg, City Attorney
6·18·12

ATTACHMENT NO. 1
PAGE 2 OF 3

EXHIBIT A
FISCAL YEAR 2012-2013
SPECIAL TAX LEVY

COMMUNITY FACILITIES DISTRICT NO. 88-1
DISTRICT 16 ZONE 01

Parcel Number		Special Tax Amount
132-0-020-385		$0.00
132-0-020-395		0.00
132-0-100-175		0.00
132-0-100-265		12,491.76
132-0-100-085		11,767.60
132-0-100-095		26,522.36
132-0-100-195		4,774.56
132-0-100-205		3,290.00
132-0-100-215		3,290.00
132-0-100-225		3,290.00
132-0-100-235		1,785.22
132-0-100-245		1,804.94
132-0-100-185		15,949.72
132-0-100-255		1,785.22
132-0-100-105		78,644.28
132-0-100-165		84,900.45
	TOTAL	***$250,296.11***

ATTACHMENT 1
EXHIBIT A
PAGE 3 OF 3
EXHIBIT A

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 06/26/2012

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-9

Reviewed By: City Manager *MMH* City Attorney *[initials]* Finance *[initials]* Other *(Specify)*

DATE: June 20, 2012

TO: City Council

FROM: Michael More, Financial Services Manager *[signature]*
Finance Department

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

RECOMMENDATION

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

(1) Adopt a resolution setting a special tax rate within CFD No. 1 (Westport at Mandalay Bay) for FY 2012-2013.

(2) Adopt a resolution setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for FY 2012-2013.

DISCUSSION

CFD No. 1 Special Tax

On October 3, 2000, City Council adopted Resolution No. 11,823 (the "CFD No. 1 Resolution of Formation") establishing CFD No. 1. On October 24, 2000, City Council adopted Ordinance No. 2541 which was amended by Ordinance No. 2591 adopted on February 5, 2002, to levy a special tax sufficient to pay principal, interest, other periodic costs and administrative expenses with respect to the bonds of CFD No. 1. In each fiscal year thereafter, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year. Resolution No. 12,082 established a Revised Rate and Method for CFD No. 1. The total amount of special taxes for CFD No. 1 for FY 2012-2013 is $682,297.78.

CFD No. 2 Special Tax

On October 3, 2000, City Council adopted Resolution No. 11,825 (the "CFD No. 2 Resolution of Formation") establishing CFD No. 2. On October 24, 2000, City Council adopted Ordinance No. 2542, which was amended by Ordinance No. 2592 adopted on February 5, 2002, to levy a special tax sufficient to pay costs of the services and incidental expenses relating to the maintenance of CFD No. 2. In each fiscal year thereafter, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year. Resolution No. 12,082 established a Revised Rate and Method for CFD No. 2. The total amount of special taxes for CFD No. 2 for FY 2012-2013 is $431,010.98.

FINANCIAL IMPACT

There will be no cost to the City's General Fund from approval of the resolutions levying the special taxes for CFD No. 1 and CFD No. 2 for FY 2012-2013. Debt service costs and all administrative costs are included in the amount to be collected by the special taxes, which are levied against properties located in CFD No. 1 and CFD No. 2.

MJM

Attachment # 1 - Resolution levying the special tax for CFD No. 1 for FY 2012-2013 (Westport at Mandalay Bay)
Attachment # 2 - Resolution levying the special tax for CFD No. 2 for FY 2012-2013 (Westport at Mandalay Bay)

RESOLUTION NO. _______

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1 (WESTPORT AT MANDALAY BAY) OF THE CITY OF OXNARD AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 1 (WESTPORT AT MANDALAY BAY) FOR THE FISCAL YEAR 2012-2013

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

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

WHEREAS, it is now necessary and appropriate that this City Council levy and collect the special taxes for the Fiscal Year 2012-2013 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

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

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

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

SECTION 1. The above recitals are true and correct.

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

SECTION 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2012-2013 at the special tax rates set forth in the report prepared by NBS Government Finance Group for CFD No. 1 entitled "City of Oxnard Community Facilities District No. 1 (Westport at Mandalay Bay) Fiscal Year 2012-2013 Levy" (the "Report"), attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief

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

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

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

SECTION 6. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2012-2013, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

APPROVED AND ADOPTED on this ____ day of ______, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Dr. Thomas E. Holden
Mayor of the City Council of the City of Oxnard, acting on behalf of Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

____
Alan Holmberg, City Attorney

ATTACHMENT NO. 1
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
188-0-170-015	JARRID ADREN & KATHY	$4,397.72
188-0-170-025	TUGADE ISABELO A & NENITA B	4,397.72
188-0-170-035	LEDONNE ROSE MARIE & CONTE CHRIS M	4,397.72
188-0-170-045	ELLIS LAWRENCE D	4,397.72
188-0-170-055	ALVES KASIDY W & FELICIA TR	4,397.72
188-0-170-065	TRAN RANDY & HELEN & TRAN MY A	4,397.72
188-0-170-075	GONZALES MICHAEL & DIANE TR	4,397.72
188-0-170-085	BANK OF NEW YORK MELLON TTEE	4,397.72
188-0-170-095	DONOVAN MARK S & DEEANNA TR	4,397.72
188-0-170-105	FLECKMAN MANNY & MARILYN S TR	4,397.72
188-0-170-115	KANG DANIEL & YOUN MIN	4,397.72
188-0-170-125	LI J & N TR	4,397.72
188-0-170-135	NGUYEN KHOI D TR & TRAN SUSAN H TR	4,397.72
188-0-170-145	PANZERA WILLIAM J TRUST	4,397.72
188-0-170-225	KELLER WERNER E & AUDREY M TR	4,170.88
188-0-170-235	MERCADANTE TR	4,170.88
188-0-170-245	MORROW SYLVIA SURV TR	4,170.88
188-0-170-295	STEUR PETER & PATRICIA B	2,041.60
188-0-170-305	EISENSTEIN DAVID & SUSAN	2,041.60
188-0-170-315	PRITIKIN CARY & KAREN R	2,041.60
188-0-170-325	MANION LAWRENCE E & LEONOR TR	2,041.60
188-0-170-335	RACINE SCOTT & WENDY	2,041.60
188-0-170-345	MENDOZA FERNANDO	2,041.60
188-0-170-355	EICHLER FRANK L	2,041.60
188-0-170-365	IWAUAJOKU JOSEPH & FUSSELL S TR	2,041.60
188-0-170-375	SHELBURNE BRUCE & KATHY	2,041.60
188-0-170-385	SHERLOCK RICHARD	2,041.60
188-0-170-395	LEE MARK & LEANN	2,041.60
188-0-170-405	WOOD LENNETTE D	2,041.60
188-0-170-415	MITSUYASU RONALD & SHARON TR	2,041.60
188-0-180-015	TRUONG RICHARD & MONA FAM TR	4,170.88
188-0-180-025	KAFROUNI GEORGE & DENISE P TR	3,278.94
188-0-180-035	GONTMAHER KONSTANTIN & VERA	3,278.94
188-0-180-045	HUBERMAN BERNARD TR	3,278.94
188-0-180-055	ENGELHARDT JOHN L & SHAN E TR	3,278.94
188-0-180-065	TUSINSKI WALTER J & MARCIA TR	3,278.94
188-0-180-075	SUGAR JOEY	3,278.94
188-0-180-085	HESS JOHN A & BENJAMIN S L TR	3,278.94
188-0-180-095	BOECKMANN BRAD	3,278.94
188-0-180-105	GOODMAN SHEPARD G & RONNI J TR	3,278.94
188-0-180-115	LESHAY FAMILY TR	3,278.94
188-0-180-125	HAYDEN C MICHAEL & ANGELA TR	4,397.72
188-0-180-135	AVERSANO JOHN & VICTORIA	4,397.72
188-0-180-145	PILLONS ANDRE L & DEBRA S TR	4,397.72
188-0-180-155	GONTMAHER KONSTANTIN & VERA	4,170.88
188-0-180-165	GILLIN PHILIP H & JOYCE S TR	3,278.94
188-0-180-175	SHOAR MICHAEL M & KHATAMI HOORA	3,278.94
188-0-180-185	GANNER ALLEN D & MARGARET TR	3,278.94
188-0-180-195	MCKINNEY JOHN T & JANE M TR	3,278.94
188-0-180-315	DEFNET BRUCE K & JANE M TR	2,041.60
188-0-180-325	NEWCOMER MICHAEL & MELISSA	2,041.60
188-0-180-335	BANK OF NEW YORK MELLON TTEE	2,041.60
188-0-180-345	RIGONAN LARRY M	2,041.60
188-0-180-355	BOGEN MICHAEL & PAMELA	2,041.60
188-0-180-365	NILSSON UNA TR	2,041.60
188-0-180-375	COMIA ALBERTOJOSE M & GLADYS B	2,041.60
188-0-180-385	PATTERSON RALPH A & NANCY R	2,041.60
188-0-180-395	TERRELL DELBERT M & KELLY L	2,041.60
188-0-180-405	SLOAN MITCHEL TR & PEREZ & SLOAN SANDR/	2,041.60
188-0-180-415	FITCH PATSY A	2,041.60
188-0-180-425	MOORE WILLIAM L	2,041.60
188-0-180-435	POLICARPIO ANDREW F & ADMIRAL TR	2,041.60
188-0-180-445	CAMARGO CARLOS & TRACY	2,041.60
188-0-180-455	KEYSER FRANK & CATHERINE	2,041.60

ATTACHMENT 1
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
188-0-180-465	SUKAY JEFFREY D & VANESSA TR	2,041.60
188-0-180-475	NORMAN ALEX J & MARGARET L TR	2,041.60
188-0-180-485	CHACON DRUANA	2,041.60
188-0-180-495	MINYARD KEN & JACQUELINE C TR	2,041.60
188-0-180-505	MARTINEZ ALBERTO SR & CHRISTY	2,041.60
188-0-180-515	DAVID DENISE M & RAYMOND M	2,041.60
188-0-191-015	MEEROVITSCH RAFAIL TR	4,397.72
188-0-191-025	MEEROVITSCH RAFAIL TR	4,170.88
188-0-191-035	WEINBERGER BRIAN S & YI CHAE P	4,170.88
188-0-191-045	LEE DAVID J & JAN M TR	4,170.88
188-0-191-065	KEVIN NEWBURG TR	4,170.88
188-0-191-085	CLAUSEN TRUST	4,170.88
188-0-191-095	ENGLE DANIEL R & PAQUITA I	4,170.88
188-0-191-105	WILSON GRAHAM R & JUNE R TR	4,170.88
188-0-191-115	PISARENKO CLAUDIA	4,170.88
188-0-191-125	FEINSTEIN JAMES R & GAYLE M TR	4,170.88
188-0-191-135	NGUYEN NO VAN & TRUONG HOA THI	4,170.88
188-0-191-145	MARTIN JASON & MONICA TR	4,397.72
188-0-191-155	WILK JAMES J & BARBARA A TR	4,397.72
188-0-191-165	FEINSTEIN JAMES R & GAYLE M	4,170.88
188-0-191-175	MC REYNOLDS AUSTIN J	4,170.88
188-0-191-185	SANDNES RICHARD TR & SANDNESS MARIAN T	4,170.88
188-0-191-195	TAYARANI BEN & TAMMY	4,397.72
188-0-191-205	HUEBNER GLENN & JANET	4,397.72
188-0-191-215	SANGSTER BRANT & PRIDIE JOY	4,170.88
188-0-191-225	SAIN VIJAY	4,170.88
188-0-191-235	NEFTIN SAMUEL	4,170.88
188-0-191-245	SHNEYDER LEONID	4,170.88
188-0-191-255	COPE CHRISTOPHER H B & SHAW JAMIE J	4,170.88
188-0-191-265	CONNELL DAVID M & ELIZABETH TR	4,170.88
188-0-191-275	NICHOLS DAVID E & REBECCA L TR	4,170.88
188-0-191-295	SHAO LISHENG & CHEN QING	4,170.88
188-0-191-305	JONES INCOME TR	4,170.88
188-0-191-325	EPIX MGMT LLC	4,397.72
188-0-192-015	PISARENKO IRINA & SILVERTON ACQUISITIONS	4,397.72
188-0-192-025	VIEWPOINT DRIVE PROP MGT LLC	3,278.94
188-0-192-035	VASINDA JOHN & MARY	3,278.94
188-0-192-045	SHERMAN ARTHUR D & JENNIFER TR	3,278.94
188-0-192-055	CHRISTENSEN DONALD & GAYLEAN	3,278.94
188-0-192-065	SEA COVE HOME LLC	3,278.94
188-0-192-075	LILLY TERRY D & MARYANN TR	3,278.94
188-0-192-085	JUNKER DENNIS L & MARJORIE TR	3,278.94
188-0-192-095	NEWTON SCOTT D & SUSAN C TR	3,278.94
188-0-192-105	GRASSI FERNANDO J & KAREN TR	3,278.94
188-0-192-115	WATKINS CRAIG S & ADRIENNE C	3,278.94
188-0-192-125	HILL GREGORY	3,278.94
188-0-192-135	SINGER DON & RETA TR	3,278.94
188-0-192-145	PECK SAMUEL & SUSAN C	3,278.94
188-0-192-155	MARCHBANKS ANGELA T	3,278.94
188-0-192-165	NGUYEN NGOC V & TRAN J TR	4,170.88
188-0-192-175	DEWITT LAWRENCE J & JANET R TR	4,170.88
188-0-192-185	TONIN BRUNO JR EXEM TR	3,278.94
188-0-192-195	CHEN PETER & LING H T TR	3,278.94
188-0-192-205	WEISZ JOHN & FRANCES L	4,397.72
188-0-192-215	J & L GEMS INC	4,170.88
188-0-192-225	GREEN RICHARD M & HELEN TR	4,170.88
188-0-192-235	WOSICKI WALTER J & JUDY A	4,170.88
188-0-192-245	HANSEN NEVILLE SURV TR	4,170.88
188-0-192-255	MILLER MARGRET ANN TRUST	4,170.88
188-0-192-265	RUDIN BARRY C & DRORIT TR	4,170.88
188-0-200-025	FISHER HOWARD J & HARRIET L TR	1,484.80
188-0-200-035	MCKINNEY JOHN T & JANE M TR	1,484.80
188-0-200-045	AGUAYO LOUIE E & ILLONA B	1,484.80
188-0-200-055	SHERWYN ANNA TR	1,484.80

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
188-0-200-065	FERNANDEZ MARGARITA L	1,484.80
188-0-200-075	U S BANK NATIONAL ASSN TTEE	1,484.80
188-0-200-085	TRAUB DANIEL L & SYLVIE	1,484.80
188-0-200-095	JAGO BRIAN P & JANICE M	1,484.80
188-0-200-105	HILL STEPHEN J & SUSAN M	1,484.80
188-0-200-115	DEFNET BRUCE K & JANE M	1,484.80
188-0-200-125	DEFNET BRUCE K & JANE M	1,484.80
188-0-200-135	GATES GERALD A TRUST	1,484.80
188-0-200-145	CID ARMANDO & WERNER & CID LOUISE	1,484.80
188-0-200-155	MARSH ADAM E	1,484.80
188-0-200-165	GASTOUNIOTIS C S	1,484.80
188-0-200-175	GIRARD GARY S TRUST & FIGUEROA & GIRARD	1,484.80
188-0-200-185	PRYOR JEFFREY & BAN	1,484.80
188-0-200-195	DEFNET BRUCE K & JANE M	1,484.80
188-0-200-205	KIM MARY B	1,484.80
188-0-200-215	OROURKE CHRIS J & ROBIN B TR	1,484.80
188-0-200-225	BORNSTEIN DOUGLAS A TR & CASTLE VALERIE	1,484.80
188-0-200-235	QUON MICHAEL G & JACQUELINE T	1,484.80
188-0-200-245	SWEZY DUMONT L & JANA H	1,484.80
188-0-200-255	VILLAREAL & SHREVE REBECCA TR	1,484.80
188-0-200-265	GREEN FAMILY TR	1,484.80
188-0-200-275	WINKELMAN CRAIG D	1,484.80
188-0-200-285	OXFORD JOHN & SANDRA	1,484.80
188-0-200-295	HAUN JAMES R & PATRIZIA M	1,484.80
188-0-200-305	MARTINEZ RONALD & VICKI	1,484.80
188-0-200-315	WOOD LENNETTE D	1,484.80
188-0-200-325	MONTEFALCON LIZA C	1,484.80
188-0-200-335	WARSCHAW ARTHUR J	1,484.80
188-0-200-345	CLAUSEN ALF TRUST	1,484.80
188-0-200-355	LANAGAN DAVID B	1,484.80
188-0-200-365	SANDOVAL BENITA R	1,484.80
188-0-200-375	LEWIS GWENDOLYN K	1,484.80
188-0-200-385	TBS HOLDING	1,484.80
188-0-200-395	BANK OF NEW YORK MELLON TTEE	1,484.80
188-0-200-405	LEVI URI & MILLA	1,484.80
188-0-200-415	HONIKMAN TERENCE C & JANE I TR	1,484.80
188-0-200-425	FAN FERNANDO & SHANNA L	1,484.80
188-0-200-435	JOHNSON EVELYN M	1,484.80
188-0-200-445	SCHEIBE SCOTT D & BRENDA R	1,484.80
188-0-200-455	SMITH LAWRENCE S & OLIVIA	1,484.80
188-0-200-465	WILSON PHIL & REBECCA	1,484.80
188-0-200-475	BANK OF NEW YORK MELLON TTEE	1,484.80
188-0-200-485	NADEL ROGER S & DEBORAH A TR	1,484.80
188-0-200-495	BEAKES PHILLIP N & DEVIDA NIKKEA B	1,484.80
188-0-200-505	FAAS ERIC TR & DIBERNARDO KRISTIN TR	1,484.80
188-0-200-515	CARTER JOHN F & ANDREA P	1,484.80
188-0-200-525	PRENTICE DONALD E & GAIL TR	1,484.80
188-0-200-535	ROMO RICHARD M & MARIANNE P TR	1,484.80
188-0-200-545	BARLOW JOHN S & KATHLEEN M TR	1,484.80
188-0-200-555	ROSE CHARLES	1,484.80
188-0-200-565	ZINDROSKI ALBERT & LISA	1,484.80
188-0-200-575	PIZANO DANIEL C & JANINE C	1,484.80
188-0-200-585	KNAPP IAN M & CRISTINA A	1,484.80
188-0-200-595	TRAN & NGUYEN ROSE P L	1,484.80
188-0-210-015	GASTOUNIOTIS C S	1,484.80
188-0-210-025	SUJANANI SUNITA	1,484.80
188-0-210-035	WILSON RICHARD H	1,484.80
188-0-210-045	ANDERSON JOSEPH R	1,484.80
188-0-210-055	BENCHARIT SITTIPORN	1,484.80
188-0-210-065	ABBOTT CRISPIN P & HAMILTON LAURIE K	1,484.80
188-0-210-075	DIHHL ENTERPRISES LLC	1,484.80
188-0-210-085	SCHOONOVER STEVEN D TR & EADS PEGGY TI	1,484.80
188-0-210-095	TOBAN TRUST	1,484.80
188-0-210-105	RODGERS CRAIG J	1,484.80

ATTACHMENT 1
EXHIBIT A
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
188-0-210-115	SONI AUNALI & RASHIDA	1,484.80
188-0-210-125	ARNOLD WILLIAM D TR	1,484.80
188-0-210-135	HUIZINGA BRYON S & ERIN W	1,484.80
188-0-210-145	MELNICK PETER R & LAINI M TR	1,484.80
188-0-210-155	STECKEN KRISTE	1,484.80
188-0-210-165	PEARCE DANIEL B & SUZANNE	1,484.80
188-0-210-175	KLAMN ZACKERY & DEFREITAS JENNIFER M	1,484.80
188-0-210-185	STEINKE C R SEP PROP TR	1,484.80
188-0-210-195	ORNELAZ STEVE	1,484.80
188-0-210-205	PALMIERI JOSEPHINE	1,484.80
188-0-210-215	MACSWAIN TRAVIS R	1,484.80
188-0-210-225	BOLANOS CARLOS A & BODIL	1,484.80
188-0-210-235	ENGELKING HENRY & JULIA L	1,484.80
188-0-210-245	JACOBSON JOHN M & VICTORIA L	1,484.80
188-0-210-255	RUSHING RICHARD & MICHELE	1,484.80
188-0-210-265	HENRY JACK D JR & LORI L	1,484.80
188-0-210-275	RAND STEVE & DONNA	1,484.80
188-0-210-285	CHAPMAN BRUCE G & HIIIBNER KRISTIN C	1,484.80
188-0-210-295	CDM PAINTING & DECORATING LTD & 11319 &	1,484.80
188-0-210-305	LANGEN RALF & CHEN JEANNIE	1,484.80
188-0-220-015	TRADEWINDS COMM CTR LLC	2,293.26
188-0-220-035	BAERENZ GLEN	1,263.10
188-0-220-045	CONTRERAS FRANK TR & SHERWYN ANNA C T	1,263.10
188-0-220-055	PRENTICE JOHN F & MELODY A	1,263.10
188-0-220-065	MURPHY BETTY J TR	1,263.10
188-0-220-075	STEPHANIAN ERICK & SUSAN K	1,263.10
188-0-220-085	FULLER HARRIS J & PEARL TR	1,263.10
188-0-220-095	DEL TORTO JOSEPH K & BARBARA A	1,263.10
188-0-220-105	CHERTOK BILL & PATTI TR	1,263.10
188-0-220-115	VICTALINO ANTONIO & HASSEBROCK CHRISTII	1,263.10
188-0-220-125	CHRISTENSEN DON	1,263.10
188-0-220-135	PEREZ HECTOR & GONZALEZ LUZ TR	1,263.10
188-0-220-145	C&L KNIGHT ENTERPRISES LLC	1,263.10
188-0-220-155	HOOS HOWARD J & IRENE J FAM TR	1,263.10
188-0-220-165	FRAZIER VICTOR D TR	1,263.10
188-0-220-175	BAILEY ROBERT E & CHRISTINA	1,263.10
188-0-220-185	MCKNIGHT THOMAS & LA NELLE TR	1,263.10
188-0-220-195	MCCOUBREY SHARON TR	1,263.10
188-0-220-205	WALSH MARTIN J & ELLEN P TR	1,263.10
188-0-220-215	AMBARSOOMZADEH SERZHIK & AMIAN KNARIK	1,263.10
188-0-220-225	ZAKARIAN HRAIR	1,263.10
188-0-220-235	WHELAN JOHN A	1,263.10
188-0-220-245	ABRAMS DAVID E & MILES HELEN	1,263.10
188-0-220-255	DEMBSKY AMIT & ELISA E TR	1,263.10
188-0-220-265	PRITSKER KEITH W & ELLEN	1,263.10
188-0-220-275	GORELIK MICHAEL & ANNA	1,263.10
188-0-220-285	OWEN ROBERT D & ALANA G TR	1,263.10
188-0-220-295	AMBROSE MARK M & ANN W	1,263.10
188-0-220-305	LINDSAY MICHAEL H	1,263.10
188-0-220-315	TOCCHINI DANIEL F & AMY A TR	1,263.10
188-0-220-325	CRISPIN WILLIAM J & KYOKO N	1,263.10
188-0-220-335	OHANISSIAN HANRIK C	1,263.10
188-0-220-345	MENDIBURU STEVEN R & MONICA S	1,263.10
188-0-220-355	DE LUCA MARY ELLEN	1,263.10
188-0-220-365	DAVIS DARLTON C & LAURA A TR	1,263.10
188-0-220-375	GIASI LISA M	1,263.10
188-0-220-385	BORK KENNETH R & YOSHIE	1,263.10
188-0-220-395	REYES ALBERTO D & GLORIA D	1,263.10
188-0-220-405	MORTON SHIRLEE	1,263.10
188-0-220-415	JAGASIA LAVINA	1,263.10
188-0-220-425	COZA PROPERTIES LLC	1,263.10
188-0-220-435	FAIRLY SUZAN L	1,263.10
188-0-220-445	GARCIA MARK S	1,263.10
188-0-220-455	PAP MARK A & JONES CINDY M	1,263.10

ATTACHMENT 1
EXHIBIT A
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
188-0-220-465	WESTPORT VILLAGE PARTNERS LLC	1,542.32
188-0-220-475	WESTPORT VILLAGE PARTNERS LLC	1,626.36
188-0-220-485	WESTPORT VILLAGE PARTNERS LLC	1,690.52
188-0-220-495	WESTPORT VILLAGE PARTNERS LLC	812.80
188-0-220-505	WESTPORT VILLAGE PARTNERS LLC	841.06
188-0-220-515	WESTPORT VILLAGE PARTNERS LLC	812.80
188-0-220-525	WESTPORT VILLAGE PARTNERS LLC	812.80
188-0-220-535	WESTPORT VILLAGE PARTNERS LLC	603.48
188-0-230-015	GAUER HAROLD	1,263.10
188-0-230-025	KIM JAMES T	1,263.10
188-0-230-035	REISS JACK I & JOSEPHINE P	1,263.10
188-0-230-045	ADAWIYA ISSA & WAFA & ALUL MAHA	1,263.10
188-0-230-055	SHAWCROSS JOHN	1,263.10
188-0-230-065	CODY STEVEN & STANFORD PAMELA	1,263.10
188-0-230-075	GMAC MORTGAGE LLC	1,263.10
188-0-230-085	SHAWCROSS JOHN	1,263.10
188-0-230-095	SHAWCROSS JOHN	1,263.10
188-0-230-105	MARTINEZ CARLOS	1,263.10
188-0-230-115	TIMMINS CRAIG S & JAMIE L	1,263.10
188-0-230-125	AZAR MITRA	1,263.10
188-0-230-135	MCCLURE HOWARD J & LETICIA	1,263.10
188-0-230-145	KLINGENMEIER JOHN & SOUTHARD DEL	1,263.10
188-0-230-155	SHAWCROSS JOHN	1,263.10
188-0-230-165	HERCOVICI STUART Z TR & GIOVANNELLI ANDI	1,263.10
188-0-230-175	UYEDA JAMES H	1,263.10
188-0-230-185	GONZALEZ RENE & GARNER CLARA M	1,263.10
188-0-230-195	SPEER JEFFREY D & MARSHA H TR	1,263.10
188-0-230-205	WELLS FARGO BANK NA	1,263.10
188-0-230-215	JOHNSTON TOM & JOSEPHINE	1,263.10
188-0-230-225	SANDNES RICHARD & MARIAN TR	1,263.10
188-0-230-235	TABERDAR ALLEN TR	1,263.10
188-0-230-245	BIZZELLE JAMES C III & MAAS GREGORY W	1,263.10
188-0-230-255	SWOR KATHLEEN L TR	1,263.10
188-0-230-265	SHIANG MICHAEL E & CONNIE M	1,263.10
188-0-230-275	OSTERLOH DARREN F TR	1,263.10
188-0-230-285	BARNES W MITCHELL	1,263.10
188-0-230-295	EBIZADEH ELHAM TR	1,263.10
188-0-230-305	WETZEL TERRY P TR & DESIDERIO JULIE A TR	1,263.10
188-0-230-315	YUAN CHESTER C	1,263.10
188-0-230-325	TUMACDER FRANKLIN & TERESITA C	1,263.10
188-0-230-335	DEHDASHTY ALI & BENHARASH VIDA	1,263.10
188-0-230-345	GOLDWATER TERRY	1,263.10
188-0-230-355	KENNEDY LAWRENCE	1,263.10
188-0-230-365	CUSACK TIMOTHY & JANET	1,263.10
188-0-230-375	ESCUETA CRISTINA D	1,263.10
188-0-230-385	SOLOMON DUANE & ESTHER	1,263.10
188-0-230-395	NEILSON MICHAEL & BRENDA TR	1,263.10
188-0-230-405	BLAYDES SOONJA SURV TR	1,263.10
188-0-230-415	KEER JUDITH L	1,263.10
188-0-230-425	BURDZINSKI BRIAN J	1,263.10
188-0-230-435	SCHREY THOMAS E & PATRICIA A	1,263.10
188-0-230-445	SCHWEITZER WILLIAM J TR & CALDERON & SC	1,263.10
188-0-230-455	BECKWITH KEITH & ARLENE TR	1,263.10
188-0-230-465	WHITESAILS MARINA BUS CTR	5,740.78
Total	**310 Parcels**	**$682,297.78**

ATTACHMENT 1
EXHIBIT A
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STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

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

DATED: __________, 2012

____
City Clerk of the City Council of the City of Oxnard

(SEAL)

ATTACHMENT 1
EXHIBIT A
PAGE 9 OF 9

RESOLUTION NO. _______

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2 (WESTPORT AT MANDALAY BAY) OF THE CITY OF OXNARD AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2 (WESTPORT AT MANDALAY BAY) FOR THE FISCAL YEAR 2012-2013

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

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

WHEREAS, it is now necessary and appropriate that this City Council levy and collect the special taxes for the Fiscal Year 2012-2013 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

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

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

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

SECTION 1. The above recitals are true and correct.

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

SECTION 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 2 which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2012-2013 at the special tax rates set forth in the report prepared by NBS Government Finance Group for CFD No. 2 entitled "City of Oxnard Community Facilities District No. 2 (Westport at Mandalay Bay) Fiscal Year 2012-2013 Levy" (the "Report"), attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief

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

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

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

SECTION 6. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2012-2013, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

APPROVED AND ADOPTED on this ____ day of ______, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Dr. Thomas E. Holden
Mayor of the City Council of the City of Oxnard,
acting on behalf of Community Facilities District No.
2 (Westport at Mandalay Bay) of the City of Oxnard

ATTEST:

____
Daniel Martinez
City Clerk of the City of Oxnard

APPROVED AS TO FORM:

____
Alan Holmberg, City Attorney

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
188-0-170-015	JARRID ADREN & KATHY	$2,705.88
188-0-170-025	TUGADE ISABELO A & NENITA B	2,705.88
188-0-170-035	LEDONNE ROSE MARIE & CONTE CHRIS M	2,705.88
188-0-170-045	ELLIS LAWRENCE D	2,705.88
188-0-170-055	ALVES KASIDY W & FELICIA TR	2,705.88
188-0-170-065	TRAN RANDY & HELEN & TRAN MY A	2,705.88
188-0-170-075	GONZALES MICHAEL & DIANE TR	2,705.88
188-0-170-085	BANK OF NEW YORK MELLON TTEE	2,705.88
188-0-170-095	DONOVAN MARK S & DEEANNA TR	2,705.88
188-0-170-105	FLECKMAN MANNY & MARILYN S TR	2,705.88
188-0-170-115	KANG DANIEL & YOUN MIN	2,705.88
188-0-170-125	LI J & N TR	2,705.88
188-0-170-135	NGUYEN KHOI D TR & TRAN SUSAN H TR	2,705.88
188-0-170-145	PANZERA WILLIAM J TRUST	2,705.88
188-0-170-215	PHILLIPS THOMAS II & HARRIET	2,563.44
188-0-170-225	KELLER WERNER E & AUDREY M TR	2,563.44
188-0-170-235	MERCADANTE TR	2,563.44
188-0-170-245	MORROW SYLVIA SURV TR	2,563.44
188-0-170-295	STEUR PETER & PATRICIA B	1,250.04
188-0-170-305	EISENSTEIN DAVID & SUSAN	1,250.04
188-0-170-315	PRITIKIN CARY & KAREN R	1,250.04
188-0-170-325	MANION LAWRENCE E & LEONOR TR	1,250.04
188-0-170-335	RACINE SCOTT & WENDY	1,250.04
188-0-170-345	MENDOZA FERNANDO	1,250.04
188-0-170-355	EICHLER FRANK L	1,250.04
188-0-170-365	IWAUAJOKU JOSEPH & FUSSELL S TR	1,250.04
188-0-170-375	SHELBURNE BRUCE & KATHY	1,250.04
188-0-170-385	SHERLOCK RICHARD	1,250.04
188-0-170-395	LEE MARK & LEANN	1,250.04
188-0-170-405	WOOD LENNETTE D	1,250.04
188-0-170-415	MITSUYASU RONALD & SHARON TR	1,250.04
188-0-180-015	TRUONG RICHARD & MONA FAM TR	2,563.44
188-0-180-025	KAFROUNI GEORGE & DENISE P TR	2,003.40
188-0-180-035	GONTMAHER KONSTANTIN & VERA	2,003.40
188-0-180-045	HUBERMAN BERNARD TR	2,003.40
188-0-180-055	ENGELHARDT JOHN L & SHAN E TR	2,003.40
188-0-180-065	TUSINSKI WALTER J & MARCIA TR	2,003.40
188-0-180-075	SUGAR JOEY	2,003.40
188-0-180-085	HESS JOHN A & BENJAMIN S L TR	2,003.40
188-0-180-095	BOECKMANN BRAD	2,003.40
188-0-180-105	GOODMAN SHEPARD G & RONNI J TR	2,003.40
188-0-180-115	LESHAY FAMILY TR	2,003.40
188-0-180-125	HAYDEN C MICHAEL & ANGELA TR	2,705.88
188-0-180-135	AVERSANO JOHN & VICTORIA	2,705.88
188-0-180-145	PILLONS ANDRE L & DEBRA S TR	2,705.88
188-0-180-155	GONTMAHER KONSTANTIN & VERA	2,563.44
188-0-180-165	GILLIN PHILIP H & JOYCE S TR	2,003.40
188-0-180-175	SHOAR MICHAEL M & KHATAMI HOORA	2,003.40
188-0-180-185	GANNER ALLEN D & MARGARET TR	2,003.40
188-0-180-195	MCKINNEY JOHN T & JANE M TR	2,003.40
188-0-180-315	DEFNET BRUCE K & JANE M TR	1,250.04
188-0-180-325	NEWCOMER MICHAEL & MELISSA	1,250.04
188-0-180-335	BANK OF NEW YORK MELLON TTEE	1,250.04
188-0-180-345	RIGONAN LARRY M	1,250.04
188-0-180-355	BOGEN MICHAEL & PAMELA	1,250.04
188-0-180-365	NILSSON UNA TR	1,250.04
188-0-180-375	COMIA ALBERTOJOSE M & GLADYS B	1,250.04
188-0-180-385	PATTERSON RALPH A & NANCY R	1,250.04
188-0-180-395	TERRELL DELBERT M & KELLY L	1,250.04
188-0-180-405	SLOAN MITCHEL TR & PEREZ & SLOAN SANDR/	1,250.04
188-0-180-415	FITCH PATSY A	1,250.04
188-0-180-425	MOORE WILLIAM L	1,250.04
188-0-180-435	POLICARPIO ANDREW F & ADMIRAL TR	1,250.04
188-0-180-445	CAMARGO CARLOS & TRACY	1,250.04
188-0-180-455	KEYSER FRANK & CATHERINE	1,250.04

ATTACHMENT 2
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
188-0-180-465	SUKAY JEFFREY D & VANESSA TR	1,250.04
188-0-180-475	NORMAN ALEX J & MARGARET L TR	1,250.04
188-0-180-485	CHACON DRUANA	1,250.04
188-0-180-495	MINYARD KEN & JACQUELINE C TR	1,250.04
188-0-180-505	MARTINEZ ALBERTO SR & CHRISTY	1,250.04
188-0-180-515	DAVID DENISE M & RAYMOND M	1,250.04
188-0-191-015	MEEROVITSCH RAFAIL TR	2,705.88
188-0-191-025	MEEROVITSCH RAFAIL TR	2,563.44
188-0-191-035	WEINBERGER BRIAN S & YI CHAE P	2,563.44
188-0-191-045	LEE DAVID J & JAN M TR	2,563.44
188-0-191-055	LEVANDER ROGER & MAXINE TR	2,563.44
188-0-191-065	KEVIN NEWBURG TR	2,563.44
188-0-191-075	MARCUS ARMAND G & MARSHA L TR	2,563.44
188-0-191-085	CLAUSEN TRUST	2,563.44
188-0-191-095	ENGLE DANIEL R & PAQUITA I	2,563.44
188-0-191-105	WILSON GRAHAM R & JUNE R TR	2,563.44
188-0-191-115	PISARENKO CLAUDIA	2,563.44
188-0-191-125	FEINSTEIN JAMES R & GAYLE M TR	2,563.44
188-0-191-135	NGUYEN NO VAN & TRUONG HOA THI	2,563.44
188-0-191-145	MARTIN JASON & MONICA TR	2,705.88
188-0-191-155	WILK JAMES J & BARBARA A TR	2,705.88
188-0-191-165	FEINSTEIN JAMES R & GAYLE M	2,563.44
188-0-191-175	MC REYNOLDS AUSTIN J	2,563.44
188-0-191-185	SANDNES RICHARD TR & SANDNESS MARIAN T	2,563.44
188-0-191-195	TAYARANI BEN & TAMMY	2,705.88
188-0-191-205	HUEBNER GLENN & JANET	2,705.88
188-0-191-215	SANGSTER BRANT & PRIDIE JOY	2,563.44
188-0-191-225	SAIN VIJAY	2,563.44
188-0-191-235	NEFTIN SAMUEL	2,563.44
188-0-191-245	SHNEYDER LEONID	2,563.44
188-0-191-255	COPE CHRISTOPHER H B & SHAW JAMIE J	2,563.44
188-0-191-265	CONNELL DAVID M & ELIZABETH TR	2,563.44
188-0-191-275	NICHOLS DAVID E & REBECCA L TR	2,563.44
188-0-191-285	WOLPERT RICHARD & JENNY	2,563.44
188-0-191-295	SHAO LISHENG & CHEN QING	2,563.44
188-0-191-305	JONES INCOME TR	2,563.44
188-0-191-315	ORTEGA ENRIQUE F	2,563.44
188-0-191-325	EPIX MGMT LLC	2,705.88
188-0-192-015	PISARENKO IRINA & SILVERTON ACQUISITIONS	2,705.88
188-0-192-025	VIEWPOINT DRIVE PROP MGT LLC	2,003.40
188-0-192-035	VASINDA JOHN & MARY	2,003.40
188-0-192-045	SHERMAN ARTHUR D & JENNIFER TR	2,003.40
188-0-192-055	CHRISTENSEN DONALD & GAYLEAN	2,003.40
188-0-192-065	SEA COVE HOME LLC	2,003.40
188-0-192-075	LILLY TERRY D & MARYANN TR	2,003.40
188-0-192-085	JUNKER DENNIS L & MARJORIE TR	2,003.40
188-0-192-095	NEWTON SCOTT D & SUSAN C TR	2,003.40
188-0-192-105	GRASSI FERNANDO J & KAREN TR	2,003.40
188-0-192-115	WATKINS CRAIG S & ADRIENNE C	2,003.40
188-0-192-125	HILL GREGORY	2,003.40
188-0-192-135	SINGER DON & RETA TR	2,003.40
188-0-192-145	PECK SAMUEL & SUSAN C	2,003.40
188-0-192-155	MARCHBANKS ANGELA T	2,003.40
188-0-192-165	NGUYEN NGOC V & TRAN J TR	2,563.44
188-0-192-175	DEWITT LAWRENCE J & JANET R TR	2,563.44
188-0-192-185	TONIN BRUNO JR EXEM TR	2,003.40
188-0-192-195	CHEN PETER & LING H T TR	2,003.40
188-0-192-205	WEISZ JOHN & FRANCES L	2,705.88
188-0-192-215	J & L GEMS INC	2,563.44
188-0-192-225	GREEN RICHARD M & HELEN TR	2,563.44
188-0-192-235	WOSICKI WALTER J & JUDY A	2,563.44
188-0-192-245	HANSEN NEVILLE SURV TR	2,563.44
188-0-192-255	MILLER MARGRET ANN TRUST	2,563.44
188-0-192-265	RUDIN BARRY C & DRORIT TR	2,563.44
188-0-192-275	WOLF DAVID & SUN TONG	2,563.44

ATTACHMENT 2
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
188-0-200-025	FISHER HOWARD J & HARRIET L TR	895.80
188-0-200-035	MCKINNEY JOHN T & JANE M TR	895.80
188-0-200-045	AGUAYO LOUIE E & ILLONA B	895.80
188-0-200-055	SHERWYN ANNA TR	895.80
188-0-200-065	FERNANDEZ MARGARITA L	895.80
188-0-200-075	U S BANK NATIONAL ASSN TTEE	895.80
188-0-200-085	TRAUB DANIEL L & SYLVIE	895.80
188-0-200-095	JAGO BRIAN P & JANICE M	895.80
188-0-200-105	HILL STEPHEN J & SUSAN M	895.80
188-0-200-115	DEFNET BRUCE K & JANE M	895.80
188-0-200-125	DEFNET BRUCE K & JANE M	895.80
188-0-200-135	GATES GERALD A TRUST	895.80
188-0-200-145	CID ARMANDO & WERNER & CID LOUISE	895.80
188-0-200-155	MARSH ADAM E	895.80
188-0-200-165	GASTOUNIOTIS C S	895.80
188-0-200-175	GIRARD GARY S TRUST & FIGUEROA & GIRARD	895.80
188-0-200-185	PRYOR JEFFREY & BAN	895.80
188-0-200-195	DEFNET BRUCE K & JANE M	895.80
188-0-200-205	KIM MARY B	895.80
188-0-200-215	OROURKE CHRIS J & ROBIN B TR	895.80
188-0-200-225	BORNSTEIN DOUGLAS A TR & CASTLE VALERIE	895.80
188-0-200-235	QUON MICHAEL G & JACQUELINE T	895.80
188-0-200-245	SWEZY DUMONT L & JANA H	895.80
188-0-200-255	VILLAREAL & SHREVE REBECCA TR	895.80
188-0-200-265	GREEN FAMILY TR	895.80
188-0-200-275	WINKELMAN CRAIG D	895.80
188-0-200-285	OXFORD JOHN & SANDRA	895.80
188-0-200-295	HAUN JAMES R & PATRIZIA M	895.80
188-0-200-305	MARTINEZ RONALD & VICKI	895.80
188-0-200-315	WOOD LENNETTE D	895.80
188-0-200-325	MONTEFALCON LIZA C	895.80
188-0-200-335	WARSCHAW ARTHUR J	895.80
188-0-200-345	CLAUSEN ALF TRUST	895.80
188-0-200-355	LANAGAN DAVID B	895.80
188-0-200-365	SANDOVAL BENITA R	895.80
188-0-200-375	LEWIS GWENDOLYN K	895.80
188-0-200-385	TBS HOLDING	895.80
188-0-200-395	BANK OF NEW YORK MELLON TTEE	895.80
188-0-200-405	LEVI URI & MILLA	895.80
188-0-200-415	HONIKMAN TERENCE C & JANE I TR	895.80
188-0-200-425	FAN FERNANDO & SHANNA L	895.80
188-0-200-435	JOHNSON EVELYN M	895.80
188-0-200-445	SCHEIBE SCOTT D & BRENDA R	895.80
188-0-200-455	SMITH LAWRENCE S & OLIVIA	895.80
188-0-200-465	WILSON PHIL & REBECCA	895.80
188-0-200-475	BANK OF NEW YORK MELLON TTEE	895.80
188-0-200-485	NADEL ROGER S & DEBORAH A TR	895.80
188-0-200-495	BEAKES PHILLIP N & DEVIDA NIKKEA B	895.80
188-0-200-505	FAAS ERIC TR & DIBERNARDO KRISTIN TR	895.80
188-0-200-515	CARTER JOHN F & ANDREA P	895.80
188-0-200-525	PRENTICE DONALD E & GAIL TR	895.80
188-0-200-535	ROMO RICHARD M & MARIANNE P TR	895.80
188-0-200-545	BARLOW JOHN S & KATHLEEN M TR	895.80
188-0-200-555	ROSE CHARLES	895.80
188-0-200-565	ZINDROSKI ALBERT & LISA	895.80
188-0-200-575	PIZANO DANIEL C & JANINE C	895.80
188-0-200-585	KNAPP IAN M & CRISTINA A	895.80
188-0-200-595	TRAN & NGUYEN ROSE P L	895.80
188-0-210-015	GASTOUNIOTIS C S	895.80
188-0-210-025	SUJANANI SUNITA	895.80
188-0-210-035	WILSON RICHARD H	895.80
188-0-210-045	ANDERSON JOSEPH R	895.80
188-0-210-055	BENCHARIT SITTIPORN	895.80
188-0-210-065	ABBOTT CRISPIN P & HAMILTON LAURIE K	895.80
188-0-210-075	DIHHL ENTERPRISES LLC	895.80

ATTACHMENT 2
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
188-0-210-085	SCHOONOVER STEVEN D TR & EADS PEGGY T	895.80
188-0-210-095	TOBAN TRUST	895.80
188-0-210-105	RODGERS CRAIG J	895.80
188-0-210-115	SONI AUNALI & RASHIDA	895.80
188-0-210-125	ARNOLD WILLIAM D TR	895.80
188-0-210-135	HUIZINGA BRYON S & ERIN W	895.80
188-0-210-145	MELNICK PETER R & LAINI M TR	895.80
188-0-210-155	STECKEN KRISTE	895.80
188-0-210-165	PEARCE DANIEL B & SUZANNE	895.80
188-0-210-175	KLAMN ZACKERY & DEFREITAS JENNIFER M	895.80
188-0-210-185	STEINKE C R SEP PROP TR	895.80
188-0-210-195	ORNELAZ STEVE	895.80
188-0-210-205	PALMIERI JOSEPHINE	895.80
188-0-210-215	MACSWAIN TRAVIS R	895.80
188-0-210-225	BOLANOS CARLOS A & BODIL	895.80
188-0-210-235	ENGELKING HENRY & JULIA L	895.80
188-0-210-245	JACOBSON JOHN M & VICTORIA L	895.80
188-0-210-255	RUSHING RICHARD & MICHELE	895.80
188-0-210-265	HENRY JACK D JR & LORI L	895.80
188-0-210-275	RAND STEVE & DONNA	895.80
188-0-210-285	CHAPMAN BRUCE G & HIIBNER KRISTIN C	895.80
188-0-210-295	CDM PAINTING & DECORATING LTD & 11319 &	895.80
188-0-210-305	LANGEN RALF & CHEN JEANNIE	895.80
188-0-220-015	TRADEWINDS COMM CTR LLC	1,400.92
188-0-220-035	BAERENZ GLEN	756.60
188-0-220-045	CONTRERAS FRANK TR & SHERWYN ANNA C T	756.60
188-0-220-055	PRENTICE JOHN F & MELODY A	756.60
188-0-220-065	MURPHY BETTY J TR	756.60
188-0-220-075	STEPHANIAN ERICK & SUSAN K	756.60
188-0-220-085	FULLER HARRIS J & PEARL TR	756.60
188-0-220-095	DEL TORTO JOSEPH K & BARBARA A	756.60
188-0-220-105	CHERTOK BILL & PATTI TR	756.60
188-0-220-115	VICTALINO ANTONIO & HASSEBROCK CHRISTII	756.60
188-0-220-125	CHRISTENSEN DON	756.60
188-0-220-135	PEREZ HECTOR & GONZALEZ LUZ TR	756.60
188-0-220-145	C&L KNIGHT ENTERPRISES LLC	756.60
188-0-220-155	HOOS HOWARD J & IRENE J FAM TR	756.60
188-0-220-165	FRAZIER VICTOR D TR	756.60
188-0-220-175	BAILEY ROBERT E & CHRISTINA	756.60
188-0-220-185	MCKNIGHT THOMAS & LA NELLE TR	756.60
188-0-220-195	MCCOUBREY SHARON TR	756.60
188-0-220-205	WALSH MARTIN J & ELLEN P TR	756.60
188-0-220-215	AMBARSOOMZADEH SERZHIK & AMIAN KNARIK	756.60
188-0-220-225	ZAKARIAN HRAIR	756.60
188-0-220-235	WHELAN JOHN A	756.60
188-0-220-245	ABRAMS DAVID E & MILES HELEN	756.60
188-0-220-255	DEMBSKY AMIT & ELISA E TR	756.60
188-0-220-265	PRITSKER KEITH W & ELLEN	756.60
188-0-220-275	GORELIK MICHAEL & ANNA	756.60
188-0-220-285	OWEN ROBERT D & ALANA G TR	756.60
188-0-220-295	AMBROSE MARK M & ANN W	756.60
188-0-220-305	LINDSAY MICHAEL H	756.60
188-0-220-315	TOCCHINI DANIEL F & AMY A TR	756.60
188-0-220-325	CRISPIN WILLIAM J & KYOKO N	756.60
188-0-220-335	OHANISSIAN HANRIK C	756.60
188-0-220-345	MENDIBURU STEVEN R & MONICA S	756.60
188-0-220-355	DE LUCA MARY ELLEN	756.60
188-0-220-365	DAVIS DARLTON C & LAURA A TR	756.60
188-0-220-375	GIASI LISA M	756.60
188-0-220-385	BORK KENNETH R & YOSHIE	756.60
188-0-220-395	REYES ALBERTO D & GLORIA D	756.60
188-0-220-405	MORTON SHIRLEE	756.60
188-0-220-415	JAGASIA LAVINA	756.60
188-0-220-425	COZA PROPERTIES LLC	756.60
188-0-220-435	FAIRLY SUZAN L	756.60

ATTACHMENT 2
EXHIBIT A
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2
(WESTPORT AT MANDALAY BAY)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
188-0-220-445	GARCIA MARK S	756.60
188-0-220-455	PAP MARK A & JONES CINDY M	756.60
188-0-220-465	WESTPORT VILLAGE PARTNERS LLC	942.20
188-0-220-475	WESTPORT VILLAGE PARTNERS LLC	993.52
188-0-220-485	WESTPORT VILLAGE PARTNERS LLC	1,032.72
188-0-220-495	WESTPORT VILLAGE PARTNERS LLC	496.52
188-0-220-505	WESTPORT VILLAGE PARTNERS LLC	513.80
188-0-220-515	WESTPORT VILLAGE PARTNERS LLC	496.52
188-0-220-525	WESTPORT VILLAGE PARTNERS LLC	496.52
188-0-220-535	WESTPORT VILLAGE PARTNERS LLC	368.66
188-0-230-015	GAUER HAROLD	756.60
188-0-230-025	KIM JAMES T	756.60
188-0-230-035	REISS JACK I & JOSEPHINE P	756.60
188-0-230-045	ADAWIYA ISSA & WAFA & ALUL MAHA	756.60
188-0-230-055	SHAWCROSS JOHN	756.60
188-0-230-065	CODY STEVEN & STANFORD PAMELA	756.60
188-0-230-075	GMAC MORTGAGE LLC	756.60
188-0-230-085	SHAWCROSS JOHN	756.60
188-0-230-095	SHAWCROSS JOHN	756.60
188-0-230-105	MARTINEZ CARLOS	756.60
188-0-230-115	TIMMINS CRAIG S & JAMIE L	756.60
188-0-230-125	AZAR MITRA	756.60
188-0-230-135	MCCLURE HOWARD J & LETICIA	756.60
188-0-230-145	KLINGENMEIER JOHN & SOUTHARD DEL	756.60
188-0-230-155	SHAWCROSS JOHN	756.60
188-0-230-165	HERCOVICI STUART Z TR & GIOVANNELLI ANDI	756.60
188-0-230-175	UYEDA JAMES H	756.60
188-0-230-185	GONZALEZ RENE & GARNER CLARA M	756.60
188-0-230-195	SPEER JEFFREY D & MARSHA H TR	756.60
188-0-230-205	WELLS FARGO BANK NA	756.60
188-0-230-215	JOHNSTON TOM & JOSEPHINE	756.60
188-0-230-225	SANDNES RICHARD & MARIAN TR	756.60
188-0-230-235	TABERDAR ALLEN TR	756.60
188-0-230-245	BIZZELLE JAMES C III & MAAS GREGORY W	756.60
188-0-230-255	SWOR KATHLEEN L TR	756.60
188-0-230-265	SHIANG MICHAEL E & CONNIE M	756.60
188-0-230-275	OSTERLOH DARREN F TR	756.60
188-0-230-285	BARNES W MITCHELL	756.60
188-0-230-295	EBIZADEH ELHAM TR	756.60
188-0-230-305	WETZEL TERRY P TR & DESIDERIO JULIE A TR	756.60
188-0-230-315	YUAN CHESTER C	756.60
188-0-230-325	TUMACDER FRANKLIN & TERESITA C	756.60
188-0-230-335	DEHDASHTY ALI & BENHARASH VIDA	756.60
188-0-230-345	GOLDWATER TERRY	756.60
188-0-230-355	KENNEDY LAWRENCE	756.60
188-0-230-365	CUSACK TIMOTHY & JANET	756.60
188-0-230-375	ESCUETA CRISTINA D	756.60
188-0-230-385	SOLOMON DUANE & ESTHER	756.60
188-0-230-395	NEILSON MICHAEL & BRENDA TR	756.60
188-0-230-405	BLAYDES SOONJA SURV TR	756.60
188-0-230-415	KEER JUDITH L	756.60
188-0-230-425	BURDZINSKI BRIAN J	756.60
188-0-230-435	SCHREY THOMAS E & PATRICIA A	756.60
188-0-230-445	SCHWEITZER WILLIAM J TR & CALDERON & SC	756.60
188-0-230-455	BECKWITH KEITH & ARLENE TR	756.60
188-0-230-465	WHITESAILS MARINA BUS CTR	3,507.00
Total	**316 Parcels**	**$431,010.98**

ATTACHMENT 2
EXHIBIT A
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STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

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

DATED: __________, 2012

____
City Clerk of the City Council of the City of Oxnard

(SEAL)

ATTACHMENT 2
EXHIBIT A
PAGE 9 OF 9

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 06/26/2012

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-10

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

DATE: June 20, 2012

TO: City Council

FROM: Michael More, Financial Services Manager
Finance Department

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

RECOMMENDATION

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

(1) Adopt a resolution setting a special tax rate within CFD No. 3 (Seabridge at Mandalay Bay) for FY 2012-13.

(2) Adopt a resolution setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for FY 2012-13.

DISCUSSION

CFD No. 3 Special Tax

On December 14, 2004, City Council adopted Resolution No. 12,737 (the "Resolution of Formation") establishing CFD No. 3 and Ordinance No. 2676 to levy a special tax sufficient to pay principal, interest, and other periodic costs and administrative expenses with respect to the bonds of CFD No. 3. In each fiscal year thereafter, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year. The total amount of special taxes for CFD No. 3 for FY 2012-13 is $1,965,003.90.

CFD No. 4 Special Tax

On December 14, 2004, City Council adopted Resolution No. 12,739 (the "Resolution of Formation") establishing CFD No. 4 and Ordinance No. 2677 to levy a special tax sufficient to pay certain costs of Services and Incidental Expenses relating to the maintenance of CFD No. 4. In each fiscal year thereafter, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year. The total amount of special taxes for CFD No. 4 for FY 2012-13 is $980,366.18.

FINANCIAL IMPACT

There will be no cost to the City's General Fund from approval of the resolutions levying the special taxes for CFD No. 3 and CFD No. 4 for FY 2012-13. Debt service costs and all administrative costs are included in the amount to be collected by the special taxes, which are levied against properties located in CFD No. 3 and CFD No. 4.

MJM

Attachments

1 - Resolution levying the special tax for CFD No. 3 for FY 2012-13 (Seabridge at Mandalay Bay)
2 - Resolution levying the special tax for CFD No. 4 for FY 2012-13 (Seabridge at Mandalay Bay)

RESOLUTION NO. _______

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 3 (SEABRIDGE AT MANDALAY BAY) OF THE CITY OF OXNARD AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 3 (SEABRIDGE AT MANDALAY BAY) FOR THE FISCAL YEAR 2012-2013

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

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

WHEREAS, it is now necessary and appropriate that this City Council provide for the levy and collection of the special taxes for the Fiscal Year 2012-2013 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

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

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

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

SECTION 1. The above recitals are true and correct.

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

SECTION 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2012-2013 at the special tax rates set forth in the report prepared by NBS Government Finance Group for CFD No. 3 entitled "City of Oxnard Community Facilities District No. 3 (Seabridge at Mandalay Bay) Fiscal Year 2012-2013 Levy" (the "Report") attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief Financial Officer of the City, or designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxes or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

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

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

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

<u>SECTION 7</u>. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2012-2013, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

APPROVED AND ADOPTED this __ day of ____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dr. Thomas E. Holden
Mayor of the City Council of the City of Oxnard,
acting on behalf of Community Facilities District No. 3
(Seabridge at Mandalay Bay) of the City of Oxnard

ATTEST:

Daniel Martinez
City Clerk of the City of Oxnard

(SEAL)

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
188-0-241-015	NEWMAN DAVID J & LAURA Z	$3,740.42
188-0-241-025	SALDA ERICA L TR	3,740.42
188-0-241-035	KEEN LORRIE D & JARVIS RANDALL F	3,412.48
188-0-241-055	ALVAREZ EUGENIO & MARIA E TR	3,740.42
188-0-241-065	SILLEN CONNIE L TR	3,740.42
188-0-241-075	HAY JOEL W TR & KATOUZI TOUBI TR	3,740.42
188-0-241-085	HAY JOEL W & KATOUZI TOUBI	3,740.42
188-0-241-095	FABIAN DAVID A & BEVINS & FABIAN BARI	3,740.42
188-0-241-105	ROMEO ROBERT E & AMY B	3,740.42
188-0-241-115	BRECKNER JOSEPH N & JOANA L TR	3,740.42
188-0-241-125	LEBOEUF OSCAR W JR & BES SNIDER M/	3,412.48
188-0-241-135	MOY KENNETH L TR	3,740.42
188-0-241-145	CULOTTA JOHN M TR	3,412.48
188-0-241-155	H O KING TR	3,740.42
188-0-241-165	MARTSON LYNNE W SURV TR	3,740.42
188-0-241-175	NELSON JACK	3,740.42
188-0-241-185	SHIN MYONG C & EUN S & SHIN JENNIFEI	3,412.48
188-0-241-195	WILLIAMS TEMPLE W III TR & FINKLE CYN	3,740.42
188-0-241-205	FRIEDMAN SHIRIN	3,412.48
188-0-241-215	KIRSHTNER ERNEST R TR	3,740.42
188-0-241-225	AIJIAN MARK M & PATRICIA A	3,740.42
188-0-241-235	BAUMSTARK HARRY & SHARON E	3,740.42
188-0-241-245	WALLENGREN CHERYL A TR	3,412.48
188-0-241-255	NIELSEN STEVEN B & LINDA C TR	3,740.42
188-0-241-265	AHLQUIST RONALD & CONSTANCE	3,412.48
188-0-241-275	LAM RAYMOND & JUNE W	3,412.48
188-0-241-285	WILSON GRAHAM R & JUNE R TR	3,740.42
188-0-242-015	VASSANTACHART PRAKOB B	3,412.48
188-0-242-025	REIMERS JOHN W & CYNTHIA J	3,740.42
188-0-242-035	MCDEVITT MICHAEL	3,412.48
188-0-242-045	KAY MARTIN & MARILYN	3,740.42
188-0-242-055	CUMMINS ALLAN B SURV TR	3,740.42
188-0-242-065	YOUNG LATASHA D	3,740.42
188-0-242-075	SHIN DO B & YEONG H TR	3,412.48
188-0-242-085	TOLMACHOFF WAYNE W & DIANA L	3,740.42
188-0-242-095	GOMEZ WILLIAM A & CANDICE M	3,740.42
188-0-242-105	WEISER ISAAC & MARGARET TR	3,740.42
188-0-242-115	MURRAY SCOTT & ANADELL	3,740.42
188-0-242-125	ROMINGER RICHARD S	3,412.48
188-0-242-135	SEYMOUR LEVY TR	3,740.42
188-0-242-145	KIM GORDON & SUZANNE	3,740.42
188-0-242-155	GERSTEL MARC J & CLARICE	3,740.42
188-0-242-165	HUCKESTEIN GORDON	3,412.48
188-0-242-175	SALPERTO ANDREW & WESNER & SALPE	3,740.42
188-0-242-185	MORENO GEORGE & EILEEN TR	3,412.48
188-0-242-195	BACON CODY M & KNOLLA JOSHUA C	3,740.42
188-0-242-205	TROWBRIDGE JERRY W & KAREN TR	3,412.48
188-0-242-215	SINGH PARMJIT D	3,740.42
188-0-242-225	ZHANG JUSTIN	3,740.42
188-0-242-235	ENGELHARDT JOHN C & MARY K	3,412.48
188-0-242-245	KIM SANG W & MYUNG H TR	3,412.48
188-0-242-255	ALVAREZ JOHN A & JULIE E	3,740.42
188-0-242-265	KENAS LLC	3,740.42
188-0-242-275	COOLEY MARK H & DIANA D	3,412.48
188-0-242-285	FARAZIAN KEYVAN H	3,740.42
188-0-243-015	JPMORGAN CHASE BANK NTL ASSN	3,412.48
188-0-243-025	BALDWIN ROBERT JR & JANICE TR	3,740.42
188-0-243-035	SLAVIN NEIL M	3,412.48
188-0-243-045	SULEIMANI ANITA	3,740.42
188-0-243-055	MORTON WALLACE & YOLANDA A TR	3,740.42
188-0-243-065	LIU JIM & HONG	3,740.42
188-0-243-075	JONES JOAN	3,412.48
188-0-243-085	SUNSET HOLDINGS LLC	3,740.42
188-0-243-095	MCDERMED RICHARD W & AMAKI JULIA /	3,740.42
188-0-243-105	SAVETSILA TAI	3,740.42
188-0-292-065	ROSCH GEORGE W III & JOANNA TR	$3,412.48
188-0-292-075	CARLISI BARRY	3,740.42
188-0-292-085	PAUL GEORGE I & BARBARA	3,740.42
188-0-292-095	BRIERLEY GARY W & JANIS C	3,412.48
188-0-292-105	SUMMERS FRANKIE	3,740.42
188-0-292-115	WILCOX BRIAN L & HOLLEY & WILCOX PAI	3,412.48
188-0-292-125	MAYNARD SIMON P B	3,740.42
188-0-292-135	ALLEN PAUL M & CATHERINE B	3,740.42
188-0-292-145	POON NELSON & FUNG TR	3,740.42
188-0-292-155	BOLDT CARL R JR	3,740.42
188-0-292-165	PRILLHART KIMBERLY L TR	3,412.48
188-0-292-175	FEDERAL NATIONAL MTG ASSN	3,740.42
188-0-292-185	TERRANOVA JOSEPH T & SHARON TR	3,740.42
188-0-292-195	FORSTER KEVIN	3,740.42
188-0-292-205	HABER ALAN B & SHARRON S TR	3,740.42
188-0-293-015	LE QUAN T	3,412.48
188-0-293-025	MORALES JAIME	3,740.42
188-0-293-035	ORTMANN DALE	3,740.42
188-0-293-045	T& M FOWLER TR	3,412.48
188-0-293-055	ORTMANN DALE A	3,740.42
188-0-293-065	ARENSON CAROL	3,740.42
188-0-293-075	HOLLER JOHN J & GERI A	3,740.42
188-0-293-085	HALVERSON WILLIAM & MARIA	3,412.48
188-0-293-095	NEWBY TODD D & MARIANNE	3,740.42
188-0-293-105	FARRELL MICHAEL & KAREN	3,740.42
188-0-293-115	KENNEDY GREGORY L	3,412.48
188-0-293-125	SCHNEIDER HAROLD N & MARSHA C	3,740.42
188-0-293-135	RANSHAW MICHAEL E & SHARON	3,740.42
188-0-293-145	BREA CARLOS & PATRICIA A	3,412.48
188-0-293-155	SPEARS RICHARD A & KELLIE D	3,740.42
188-0-293-165	VALDEZ SEGUNDO SR	3,740.42
188-0-293-175	REBER GEORGE W JR & NORMA TR	3,740.42
188-0-293-185	TANAKA JASON & RAFFAELLI ROBB	3,740.42
188-0-293-195	BAKER GARY & REILLY MARI	3,740.42
188-0-293-205	ROSENBERGER DONALD L & MARY K	3,412.48
188-0-293-215	CAO CHARLES & HOYEM STEPHEN R & TL	3,740.42
188-0-293-225	GUGLIELMO NICHOLAS & SANDRA TR	3,740.42
188-0-293-235	STEMBRIDGE SYDNEY R	3,740.42
188-0-293-245	KALLEN HARVEY TR	3,740.42
188-0-293-255	SKUPIEN AARON A & TERESA A TR	3,740.42
188-0-293-265	HONG KHANH T & LYNN TR	3,412.48
188-0-293-275	APPLE HAL C & SOPHIA K TR	3,740.42
188-0-300-015	VAKOVSKY PETER & PATRICIA TR	5,006.10
188-0-300-025	HON WILLIAM A & PENELOPE A TR	4,596.42
188-0-300-035	LITINETSKY YAKOV & MARIA	5,006.10
188-0-300-045	HABERSTROH ALFRED E	5,006.10
188-0-300-055	LEE HWA I & LISA H	4,596.42
188-0-300-065	TODERAN DUANE F TR	5,006.10
188-0-300-075	KOH SANDRA S TR	4,596.42
188-0-300-085	AROSTEGUY CYNTHIA A TR	5,006.10
188-0-300-095	GOLDMAN GARY N TR	5,006.10
188-0-300-105	GRAY GREGORY E & MARTIN JULIANNE Y	5,006.10
188-0-300-115	BEBOUT DANNY & JUDY	4,596.42
188-0-300-125	ERIKSSON LEONARD & KELLY E TR	5,006.10
188-0-300-135	BETHARDS JOHN D & TODD CYNTHIA A	5,006.10
188-0-300-145	SASSON MARTY TR	5,006.10
188-0-300-155	MUNGCAL RENATO V & ELIZABETH O	4,596.42
188-0-300-165	HANCOCK DAVID	5,006.10
188-0-300-175	K J M FAMILY TR	5,006.10
188-0-300-185	NODAR RUDY P & SUSAN TR	5,006.10
188-0-300-195	MELLMAN LOU E & NATASHA TR	5,006.10
188-0-300-205	KOHAN BIJAN & SHIRIN	5,006.10
188-0-300-215	CHOPRA SANJIV & RENU & CHOPRA ASHI	4,596.42
188-0-300-225	IWUAJOKU JOSE[illegible] TR	5,006.10
188-0-300-235	KRAMER ERIC A & ELLEN E TR	5,006.10

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
188-0-243-115	PHILLIPS PAUL P & BARBARA R	3,740.42
188-0-243-125	ELKIN MARCIE P & BARTHELEMY ERIK H	3,412.48
188-0-243-135	KHDRLARIAN ARUTYOUN	3,740.42
188-0-243-145	SUGAR JOEY	3,412.48
188-0-243-155	CHALDRANIAN ARMEN TR	3,740.42
188-0-243-165	HALE JOHN R & WALKER JAMIE M	3,412.48
188-0-243-175	FEOKTISTOV ALEXANDRE	3,740.42
188-0-243-185	GAILLARD JOHN D & GOMEZ PAZ B	3,412.48
188-0-243-195	HYUN SUNG OK	3,740.42
188-0-243-205	WILSON RICHARD H & BERLIN KAREN	3,412.48
188-0-243-215	VON GUNTEN TRENT D & HEATHER A	3,740.42
188-0-243-225	FELICETTA JAMES V & SUSAN M	3,412.48
188-0-243-235	HIGGINS MICHAEL C & SHARON TR	3,740.42
188-0-243-245	FARRELL MICHAEL J & ROBINETT MEARA	3,740.42
188-0-243-255	NELSON MARIA A	3,740.42
188-0-243-265	MUHLITNER BRET & ERIKA	3,412.48
188-0-243-275	SANTOS OMAR N	3,740.42
188-0-243-285	WOLFGRAM KEVIN & GRETCHEN L TR	3,740.42
188-0-243-295	CHESLER RONALD B & LOIS S	3,412.48
188-0-243-305	CHANDLER GARY & CHERYL	3,740.42
188-0-244-015	BEAL RICHARD M & ELIZABETH H	4,314.60
188-0-244-025	KUSHEN KIRK S & LYNETTE TR	4,596.42
188-0-244-035	TANK CLARENCE W & EVELYN R	4,596.42
188-0-244-045	VON GUNTEN TRENT & HEATHER	4,596.42
188-0-244-055	KENDALL SHEILA S	4,314.60
188-0-244-065	FRIDRICH PAUL TR	4,314.60
188-0-244-075	SMITH ROBERT J & UI CHIN TR	4,596.42
188-0-244-085	RODGERS CRAIG J	4,596.42
188-0-244-095	LAKE JOHN W & SHEILA G TR	4,314.60
188-0-244-105	JLO PARTNERS LLC	4,596.42
188-0-244-115	COHN DOV & SHEILA E TR	4,314.60
188-0-244-125	CHOPRA RAJESHWAR & ANEETA	4,596.42
188-0-244-135	HOLT LANCE E & NINA C TR	4,596.42
188-0-244-145	MUTHIAH MUTHUSAMY & RADHA U	4,314.60
188-0-244-155	MCGREW COLLEEN H TR	4,596.42
188-0-244-165	PARK GIL S & JUM KYO MIN TR	4,596.42
188-0-244-175	ANDERSON PAUL R	4,596.42
188-0-244-185	EDRICK ALAN I	4,314.60
188-0-244-195	HERSON MICHAEL & PATRICIA TR	4,596.42
188-0-244-205	STRIKER RONALD S	4,596.42
188-0-244-215	ANTAKI J & MEDAWAR M TR	4,596.42
188-0-245-015	PICOLA JIM & JACQUELINE	4,314.60
188-0-245-025	BAINES RICHARD & FRANCES & 160 FULF	4,596.42
188-0-245-035	VICHIT & VADAKAN LIVING TR	4,596.42
188-0-245-045	NELSON MARIA A	4,314.60
188-0-245-055	LIANG KAI L & DAPHNE D	4,596.42
188-0-245-065	SCHER MICHAEL	4,314.60
188-0-245-075	SCHER MICHAEL	4,596.42
188-0-245-085	FULLER RUSSELL E & JEANNIE G	4,314.60
188-0-245-095	GREENSTEIN JERALD	4,596.42
188-0-250-065	D R HORTON LA HOLDING CO	94,738.64
188-0-250-075	K&G/SEABRIDGE I LLC	16,342.58
188-0-250-205	K&G/SEABRIDGE 1 LLC LESSOR & DR HO	699.74
188-0-250-225	K&G/SEABRIDGE 1 LLC	12,214.24
188-0-250-285	K&G/SEABRIDGE I LLC LESSOR & VONS (	37,922.58
188-0-260-035	BANNERMAN BRETT & DEBRA TR	5,006.10
188-0-260-045	FEINSTEIN JAMES R & GAYLE M	4,596.42
188-0-260-055	MEKPONGSATORN SURAPOL	5,006.10
188-0-260-065	HAYDEN KENNETH E & PATRICIA TR	4,596.42
188-0-260-075	RANDOM PROPERTIES LLC	5,006.10
188-0-260-085	BECKER MICHAEL A & TAMMELLA TR	5,006.10
188-0-260-095	BLOXBERG ROGER & CHERYL TR	4,596.42
188-0-260-105	CLUPHF GEORGE & VONJA	4,596.42
188-0-260-115	SABOL WILLIAM L & DIANE E TR	5,006.10
188-0-260-125	GREENSTEIN JERALD & IVY TR	5,006.10
188-0-300-245	JEFFERSON ED & KAREN	5,006.10
188-0-300-255	JEFFERSON ED & KAREN	5,006.10
188-0-300-265	COHEN AVI	5,006.10
188-0-300-275	FULLER RUSSELL E & JEANNIE G	5,006.10
188-0-300-285	HIRANAKA PAUL K & CHANA TR	4,596.42
188-0-300-295	KINNEY WILLIAM B & CHEN LILY L	5,006.10
188-0-300-305	SITNIKOVA RUSLANA	5,006.10
188-0-300-315	WHEELER ROBERT W & DENISE M TR	4,596.42
188-0-300-325	HONG DALE & GRACE C	5,006.10
188-0-300-335	GALLINOT GARY F & DEBRA J TR	5,006.10
188-0-300-345	LITINETSKY YAKOV & MARIA TR	4,596.42
188-0-300-355	PISARENKO CLAUDIA & MANZANO HOLDII	5,006.10
188-0-300-365	KAYE IRV G	5,006.10
188-0-300-375	CIRILLO MICHAEL A & LUANNE A	5,006.10
188-0-300-385	EKJ INVESTMENT REAL EST L P	5,006.10
188-0-300-395	HARRIS GLENN & GINA	5,006.10
188-0-300-405	YEREKHMAN ALEXANDER	5,006.10
188-0-300-415	AABERG DEBRA L TR & HORTENCE TR	5,006.10
188-0-300-425	YOUNG WINSTON B & JOANNE L TR	4,596.42
188-0-300-435	130 S MCCADDEN PL LLC	4,596.42
188-0-300-445	130 S MCCADDEN PL LLC	5,006.10
188-0-310-045	K&G SEABRIDGE II LLC & ROCKLIN COVEI	23,644.92
188-0-310-055	D R HORTON LA HOLDING CO	144,912.66
188-0-320-015	VOSKERCHIAN TR & CHALDRANIAN ARME	2,157.28
188-0-320-025	BAUMWOHL DAVID S	2,673.82
188-0-320-035	HAMA JASON P & TRESHA M	2,157.28
188-0-320-045	SCHOCK MARK R & CHRISTINA W	2,157.28
188-0-320-055	KALLER STEVEN & JANET E	2,673.82
188-0-320-065	WILSON WILLIAM R & GILLIAN TR	2,157.28
188-0-320-075	RAMIREZ AMERICO R TR	2,157.28
188-0-320-085	BUGBEE DAVID S & KRISTEN A	2,157.28
188-0-320-095	DERN GEORGE FAMILY TR	2,157.28
188-0-320-105	ROSETE ZACARIAS C & CORAZON A	2,673.82
188-0-320-115	JAMES SUSAN J	2,157.28
188-0-320-125	KINCAID RALPH E & MARLENE L TR	2,157.28
188-0-320-135	FRISELLA JOHN & LINDA TR	2,673.82
188-0-320-145	NEFF JOE W & KAREN R	2,157.28
188-0-320-155	REID PHILIP & GLORIA A TR & REID JEFFR	2,157.28
188-0-320-165	O BRIEN VANESSA	2,673.82
188-0-320-175	STRAUSS LOUIS F & PATRICIA TR	2,157.28
188-0-320-185	ANDRE RICHARD A & PATRICIA TR	2,157.28
188-0-320-195	HARARY MARTIN K & FREIDA TR	2,673.82
188-0-320-205	HAAS WALTER & LYNETTE TR	2,157.28
188-0-320-215	PEYTON ROBERT M & VICTORIA A	2,157.28
188-0-320-225	COHEN STEPHEN C	2,157.28
188-0-320-235	ORMAN MICHAEL I & MARYANN TR	2,157.28
188-0-320-245	LUBETKIN JEFF TR	2,673.82
188-0-320-255	SALKE TARANEH R IRREV FAM TR & ELZE	2,157.28
188-0-320-265	KAGAWA JON M & TERI L TR	2,157.28
188-0-320-275	LOOMIS LLOYD C & VICTORIA J TR	2,673.82
188-0-320-285	TSUGRANES CHRISTOPHER & AWAD JAN	2,157.28
188-0-320-295	REID JEFFREY & RIEKO	2,157.28
188-0-320-305	MARLUNA HOUSING LLC	2,673.82
188-0-320-315	ANATOLE MICHAEL & DEBORAH A	2,157.28
188-0-320-325	JEWETT KEITH & ANAHID	2,157.28
188-0-320-335	MANLEY JOHN & SHARON	2,673.82
188-0-320-345	MATTHEWS ANTHONY	2,157.28
188-0-320-355	LEVENSTEIN KENNETH A & GONZALEZ & I	2,157.28
188-0-320-365	MASLO TED & JANINA TR	2,157.28
188-0-320-375	PERSELL GARY & LESLIE TR & HORWITZ I	2,157.28
188-0-320-385	NOVAK DAVID A & CHERYL D	2,673.82
188-0-320-395	SULLIVAN JOSEPH L TR	2,157.28
188-0-320-405	BARA MICHELLE & RITTER MARC	2,157.28
188-0-320-415	JONES PHILIP G & BRENDA L TR	2,673.82
188-0-320-425	KALNEL GARDENS L	2,157.28

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount	Parcel No.	Owner	Levy Amount
188-0-260-135	BRIGHT STAR TR	5,006.10	188-0-330-015	KIM SHARON S TR	2,157.28
188-0-260-145	CERVANTES LAWRENCE & JUANA TR	4,596.42	188-0-330-025	GREENBERG RICHARD	2,673.82
188-0-271-015	GLATT MARTIN & TINA	4,285.26	188-0-330-035	BYRD BRENT A & KAREN S	2,157.28
188-0-271-025	SHANKS CAROLINE S	3,740.42	188-0-330-045	DWORK MATTHEW & PAUL	2,157.28
188-0-271-035	HERNANDEZ VICTORIANO & LERMA	4,285.26	188-0-330-055	CURTIS WALTER E & MARILYN M & CURTI	2,673.82
188-0-271-045	MI HORIZON LLC	4,285.26	188-0-330-065	KOROYAN J ARIS TR	2,157.28
188-0-271-065	MANION LAWRENCE & LEONOR TR	3,740.42	188-0-330-075	YABLAN KEVIN F & BARBARA J TR	2,157.28
188-0-271-075	PASSALAQUA CHRIS & PAMELA	4,285.26	188-0-330-085	SOROKA EUGENE	2,157.28
188-0-271-085	BASILE GAETANO	4,285.26	188-0-330-095	MACKSOUD RONALD L & DANA	2,157.28
188-0-271-095	NOLAN MICHAEL & PAK JENNIFER	3,740.42	188-0-330-105	HUTTER CHRISTOPHER P & BETTY J	2,673.82
188-0-271-105	RHEE BONG K & SUNG O TR	4,285.26	188-0-330-115	OLIVEROS GREGORY L	2,157.28
188-0-271-115	TANAWONG NARONG & VICHAIRATTANA'	4,285.26	188-0-330-125	GONG RE HOLDINGS LLC	2,157.28
188-0-271-125	GAPPER ROBERT C & MARIKA I	4,285.26	188-0-330-135	POLTERE JOHN C JR & ELSA L	2,673.82
188-0-271-135	DJ LIVING TRUST & JOE & DIANAS TRUST	3,740.42	188-0-330-145	GOODMAN DANIEL C & HELENE L	2,157.28
188-0-271-145	CITIBANK N A TTEE	3,740.42	188-0-330-155	CONTIS JANE L TR	2,157.28
188-0-271-155	ODONELL SHIRLEY	4,285.26	188-0-330-165	PENA ROBERT L & PILAR Y TR	2,673.82
188-0-271-165	MAAS ANTHONY R & PAMELA J	3,740.42	188-0-330-175	VASSANTACHART PRAKOB & HASSADI	2,157.28
188-0-271-175	HUCKESTEIN WILLIMA & SHANNON	3,740.42	188-0-330-185	JABBARI KAMRAN & DEBRA G	2,157.28
188-0-271-185	KALLEN HARVEY TR	4,285.26	188-0-330-195	COLE CHARLES D TR & COLE MARJORIE I	2,673.82
188-0-271-195	CHEW GARY D & KIYOKO F	3,740.42	188-0-330-205	ROSSO NORBERTO & BEATRICE	2,157.28
188-0-271-205	HADLOW JOHN W	4,285.26	188-0-330-215	LAPASARAN NEIL L & MERLITA B	2,157.28
188-0-271-215	KALLEN HARVEY TR	4,285.26	188-0-330-225	DEMERSSEMAN LORRAINE E	2,157.28
188-0-271-225	BARTLETT CHARLES W & CAROL R	3,740.42	188-0-330-235	CRAFT CAROL A TR	2,157.28
188-0-271-235	TURMELL MARK J & MARIYA	4,285.26	188-0-330-245	SEDLAK BURTON H & ARLENE AB TR	2,673.82
188-0-271-245	ALLEN ROY L & KATHY	4,285.26	188-0-330-255	PENA CHRISTINE & JULIE	2,157.28
188-0-271-255	ABBOTT CRISPIN & LAURIE	3,740.42	188-0-330-265	OTTO DAVID A & CECILIA D TR	2,157.28
188-0-271-265	HADLOW JOHN W	4,285.26	188-0-330-275	ANDERSON ROBERT D & GAYLENE TR	2,673.82
188-0-271-275	ROSEMAN STEVEN A & EMILIA	3,740.42	188-0-330-285	LASKER GAIL B	2,157.28
188-0-271-285	YEH JOHN & GINA	4,285.26	188-0-330-295	BRAUN DOUGLAS J & ARLENE M TR	2,157.28
188-0-271-295	MEYERS DAVID L & BARBARA J TR	4,285.26	188-0-330-305	NISENSON STANLEY & BEVERLY TR	2,673.82
188-0-272-015	BARDOS TOM	5,006.10	188-0-330-315	SILVERSTONE SANDRA E	2,157.28
188-0-272-025	REHDER RANDALL J & TERESA C TR	5,006.10	188-0-330-325	BOTTING STEPHEN & PETERSON DEBOR/	2,157.28
188-0-272-035	CHATENEVER ROBERT & ARLEEN TR	4,596.42	188-0-330-335	ERIKSSON LEONARD & KELLY E TR	2,673.82
188-0-272-045	SLAYTON ROBERT & PHYLLIS H TR	5,006.10	188-0-330-345	ZAREMBA ADAM & VIRGINIA	2,157.28
188-0-272-055	BREGANTE FAMILY TR	4,596.42	188-0-330-355	SEARLE HOWARD & THELMA TR	2,157.28
188-0-272-065	CARRIBEAN ST PROP MGT LLC	5,006.10	188-0-330-365	KENDALL BENJAMIN R TR & SCOTT & KEN	2,157.28
188-0-272-075	PINCUS DAVID & CORINNE V	4,596.42	188-0-330-375	PONIK WAYNE D & PATRICIA A TR	2,157.28
188-0-272-085	MAYBERRY DELBERT N & CINDY M	5,006.10	188-0-330-385	RIOUX SUZANNE TR	2,673.82
188-0-272-095	HORTON GARY R & CARRIE M TR	5,006.10	188-0-330-395	RODRIGUEZ CATHERINE D	2,157.28
188-0-272-105	DELAFIELD VENTURES LTD	5,006.10	188-0-330-405	COOPER SCOTT & GEENA	2,157.28
188-0-272-115	DIESFELD PATRICK W & ESTELA TR	4,596.42	188-0-330-415	ORLIKOFF MICHAEL TR	2,673.82
188-0-272-205	K&G SEABRIDGE II LLC & ROCKLIN COVE	26,609.30	188-0-330-425	FANGMAN MICHAEL P TR	2,157.28
188-0-280-015	GONZALEZ ALFREDO	1,842.96	188-0-340-015	EDGAR TERRY F & STEVEN B DEC	2,673.82
188-0-280-025	RODRIGUEZ CESAR A & ELISABETH	1,842.96	188-0-340-025	BALDINGER ALLAN L & ANNE M	2,157.28
188-0-280-035	ALLAHYAR NICK N & LEE ANN	2,157.28	188-0-340-035	SHANKAR BALAKRISHNAN & PALMER ANN	2,157.28
188-0-280-045	OZDY ANDREW & DORE TR	1,842.96	188-0-340-045	KAVLI FRED	2,673.82
188-0-280-055	DZIAK KRISTINE A	1,842.96	188-0-340-055	LOWE LOUIS T & AVIS L TR	2,157.28
188-0-280-065	DALL SCOTT R & DEBRA A	2,157.28	188-0-340-065	WITKOWSKI ROBERT S & MONA M	2,157.28
188-0-280-075	MCKEOWN JAMES P	2,157.28	188-0-340-075	SEGUNDO AGOURA BEACH LLC	2,673.82
188-0-280-085	DAVIS JAMES A & SHEILA R	2,157.28	188-0-340-085	PICKETT LOUIS A & JANICE L TR	2,157.28
188-0-280-095	JOAQUIN CHRISTOPHER D & DONNA	2,157.28	188-0-340-095	HELLER TR #2	2,157.28
188-0-280-105	SCHWARTZ STEVEN J	1,842.96	188-0-340-105	MINTZ GARY A & JANE H	2,673.82
188-0-280-115	KNEIZEH ESSA & GEORGETTE	1,842.96	188-0-340-115	BRION ALGER L & MARIA G TR	2,157.28
188-0-280-125	NISHINO ALAN K & AKIKO K	2,157.28	188-0-340-125	EKEBERG ERIC E & ELIZABETH J	2,157.28
188-0-280-135	ST JOHNS MARK A & KRISTAL M	1,842.96	188-0-340-135	SCHEER ALBERTA B SURV TR	2,157.28
188-0-280-145	WHITE JEFFREY R TR	1,842.96	188-0-340-145	MCGUIRE RICHARD W & LAURA	2,157.28
188-0-280-155	TAYLOR RONALD D & MARY N	1,842.96	188-0-340-155	CARLOZZI MARK & DIANA M	2,673.82
188-0-280-165	MALBON JEFFERSON M & PATRICK	1,842.96	188-0-340-165	DAVIS JOHN E & VALERIE L TR	2,157.28
188-0-280-175	CITIMORTGAGE INC	2,157.28	188-0-340-175	HAMAI SACHI A	2,157.28
188-0-280-185	SIMMONS WILLIAM J & BARBARA M	1,842.96	188-0-340-185	CASSANEGO MICHAEL & LINDA TR	2,673.82
188-0-280-195	TRESIERRAS GLORIA J TR	1,842.96	188-0-340-195	STRONG TREVOR & ROSET	2,157.28
188-0-280-205	LEVY GREG S & BRENDA S	2,157.28	188-0-340-205	D M A HOLDINGS LP	2,157.28
188-0-280-215	MOTA JESSE J & SHELBY A	2,157.28	188-0-340-215	HANDLERS MICHAEL D TR & HANDLERS B	2,673.82
188-0-280-225	HODGINS BRADLEY T & KATHY J	2,157.28	188-0-340-225	GOSS JEFFREY L & KAREN S	2,157.28
188-0-280-235	VENUGOPAL CHANDRASEKAR-C	2,157.28	188-0-340-235	WISCHMANN CHRISTOPHER & KAREN	2,157.28

ATTACHMENT 1
EXHIBIT A
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 3
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
188-0-280-245	ROMINE SCOTT E & PENNY L TR	1,842.96
188-0-280-255	ANNESE MICHAEL J JR TR	1,842.96
188-0-280-265	DEPENBROK KIM K SEP PROP TR	2,157.28
188-0-280-275	ZIEMBA ADOLPH J JR & DENISE TR	1,842.96
188-0-280-285	WIGGINS BRIAN & ANGIE	1,842.96
188-0-280-295	MARTINEZ JOE III	1,842.96
188-0-280-305	SHEN YONG & LIU BENJAMIN	1,842.96
188-0-280-315	LEE DAVID D & STEPHANIE H	2,157.28
188-0-280-325	SEXTON PAULINE B TR	1,842.96
188-0-280-335	BAKER TIMOTHY & DIAZ ANA M	1,842.96
188-0-280-345	SMITH JAMES W & DARLENE TR	2,157.28
188-0-280-355	SHARPE KRISTIN J	2,157.28
188-0-280-365	HILDEBRAND FREDERICK G	2,157.28
188-0-280-375	WAGONER RODNEY L & RACHEL L	2,157.28
188-0-280-385	MADERA CARDINAL PROP LLC	1,842.96
188-0-280-395	HUNT ROGER S & ANITA M	1,842.96
188-0-280-405	KURRASCH & JACOBSON ANNE L	2,157.28
188-0-280-415	CHANDANI KASH & KATHLEEN TR	1,842.96
188-0-280-425	YAMAKA MARK S & AILENE	1,842.96
188-0-280-435	WU DAVID C	1,842.96
188-0-280-445	BANK OF AMERICA N A	1,842.96
188-0-280-455	SCOTT SAMANTHA D	2,157.28
188-0-280-465	LEVENSTEIN KENNETH A & GONZALEZ &	1,842.96
188-0-280-475	BACKER TAMARA	1,842.96
188-0-280-485	GRIBBLE DEREK & ILEEN TR	2,157.28
188-0-280-495	COTSIS SOPHOCLES & CARLA R	2,157.28
188-0-280-505	VERGON MICHEL E & CECILE TR	2,157.28
188-0-280-515	SPRINGER SCOTT A & ANN E	2,157.28
188-0-280-525	BROOKLEY JESS G & DEBORAH D	1,842.96
188-0-280-535	KING PAUL M	1,842.96
188-0-280-545	TOLLER GARY D & APRIL K	2,157.28
188-0-280-555	NEER ROBERT E II & MORSE PAUL C	1,842.96
188-0-280-565	SCHLEGEL HENRY P JR & SUSAN V	1,842.96
188-0-291-025	BOHNET GREGORY D & LORRAINE M	5,006.10
188-0-291-035	MEYERS DAVID L & BARBARA J TR	5,006.10
188-0-291-045	GERLACH DANIEL J TR	5,006.10
188-0-291-055	KUMMER BERNARD & PARNIAN TR	5,006.10
188-0-291-065	HUCKESTEIN DIETER & CECILIA TR	5,006.10
188-0-291-075	DZIAK ROBERT T & KRISTINE A	4,596.42
188-0-291-085	FEINSTEIN JAMES R & GAYLE M TR	5,006.10
188-0-291-095	RASMUSSEN CHARLES A	5,006.10
188-0-291-105	KESHAP AJAY	5,006.10
188-0-291-115	SHIN JOHN	5,006.10
188-0-291-125	LITTLE ROBERT L & SHAUNEEN	5,006.10
188-0-291-135	BLAICH JACOB & ESTHER	5,006.10
188-0-291-145	BERNSTEIN SCOTT D TR	4,596.42
188-0-291-155	KINECTA FEDERAL CREDIT UNION	5,006.10
188-0-291-165	KALLEN HARVEY	5,006.10
188-0-291-175	KALLEN HARVEY	5,006.10
188-0-291-185	GORDON ROBERT W & LISA TR	4,596.42
188-0-292-015	T	3,740.42
188-0-292-025	NEWMARK REBECCA A	3,412.48
188-0-292-035	DEGNER DONALD L & GLADYS M TR	3,740.42
188-0-292-045	FERRO FRED C CHARITABLE TR	3,740.42
188-0-292-055	JUELS SHIRLEY A	3,740.42
188-0-340-245	SPENCER LAVERLE A	2,673.82
188-0-340-255	DONOVAN KAREN C	2,157.28
188-0-340-265	DOHEN GREG & SHAWN	2,157.28
188-0-340-275	KADO RONALD A & CYNTHIA S TR	2,157.28
188-0-340-285	SREDEN BARRY & MAXINE TR	2,157.28
188-0-340-295	MARCUS LANCE E & MARGARET TR	2,673.82
188-0-340-305	KAIFER DUANE & SHEILA	2,157.28
188-0-340-315	MARLUNA EXEC HOUSING LLC	2,157.28
188-0-340-325	MARLUNA EXEC HOUSING LLC	2,673.82
188-0-340-335	SANDERS JEFFREY & MINDY TR	2,157.28
188-0-340-345	HOPKINS GARY J & MARY R	2,157.28
188-0-340-355	ZIEMBA ADOLPH JR & DENISE TR	2,673.82
188-0-340-365	ALBERT NABIL & MAGDA N	2,157.28
188-0-340-375	SLAGEL BRIAN	2,157.28
188-0-340-385	GONG GORDON & LILIAN	2,673.82
188-0-340-395	HSIAO PAUL & JESSICA	2,157.28
188-0-340-405	TREVINO ROBERT M & CATHY N TR	2,157.28
188-0-340-415	SMIDDERKS GARY & MARY	2,157.28
188-0-340-425	WALKER LARRY L & ALICE Y TR	2,157.28
188-0-350-065	PINA FERDINAND A	1,553.80
188-0-350-075	JAMES JONATHAN M	1,842.96
188-0-350-085	RASMUSSEN JAMES S & JEANNE T	1,842.96
188-0-350-095	FENNELL CHRISTOPHER & ASHLEY	1,842.96
188-0-350-105	SIE LIE H	1,842.96
188-0-350-115	LEIBMAN SARA	1,553.80
188-0-350-125	MULGREW WARREEN T	1,553.80
188-0-350-135	SMITH TRACEY D & ANNA	1,842.96
188-0-350-145	HERNANDEZ DEXTER A	1,842.96
188-0-350-155	BARKER GARRY T & RACHEL	1,842.96
188-0-350-165	FILICE GARY W & DEBORAH A TR	1,842.96
188-0-350-175	CONSTANTINO RICK D & KATHY TR	1,553.80
188-0-350-235	SANDEFER ROBERT P & SARA N	2,157.28
188-0-350-245	DYE JUSTIN & DZIAK ROBERT & KRISTINE	1,842.96
188-0-350-255	VOICECHOVSKI MICHAEL R & SARMIENTC	2,157.28
188-0-350-265	CLEMONS SAMUEL	2,157.28
188-0-350-275	DO CHAU	2,157.28
188-0-350-285	CAPRA LARRY & HOLLY J	2,157.28
188-0-350-295	MAGOS MELISSA	1,842.96
188-0-350-305	GOSS ABIGAIL	1,842.96
188-0-350-315	SORATORIO LEW B JR	2,157.28
188-0-350-325	SHIMADA HIROYUKI TR & AOYAMA CHISA	2,157.28
188-0-350-335	WOLF BERNICE E TR	2,157.28
188-0-350-345	EASTON JAMES L TR	2,157.28
188-0-350-355	DIAMOND HARVEY & MARTHA J	1,842.96
188-0-350-365	POTTS JEREMY R	2,157.28
188-0-350-375	CORTEZ CARLOS M	1,553.80
188-0-350-385	HARE ROBERT L	1,553.80
188-0-350-395	CHANJAMSRI SOUN & WIMOL	1,553.80
188-0-350-405	PFEIFER DANIEL E & LOUGHRIN CYNTHIA	1,553.80
188-0-350-415	DZIAK ROBERT T TR	1,842.96
188-0-350-425	D R HORTON LA HOLDING CO	2,157.28
188-0-350-435	KREBS GEORGE	2,157.28
188-0-350-445	D R HORTON LA HOLDING CO	2,157.28
188-0-350-455	D R HORTON LA HOLDING CO	2,157.28
Total	**499 Parcels**	**$1,965,003.90**

ATTACHMENT 1
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STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

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

DATED: __________, 2012

____
City Clerk of the City Council of the City of Oxnard

(SEAL)

ATTACHMENT 1
EXHIBIT A
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RESOLUTION NO. _______

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 4 (SEABRIDGE AT MANDALAY BAY) OF THE CITY OF OXNARD AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 4 (SEABRIDGE AT MANDALAY BAY) FOR THE FISCAL YEAR 2012-2013

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

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

WHEREAS, it is now necessary and appropriate that this City Council provide for the levy and collection of the special taxes for the Fiscal Year 2012-2013 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

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

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

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

SECTION 1. The above recitals are true and correct.

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

SECTION 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2012-2013 at the special tax rates set forth in the report prepared by NBS Government Finance Group for CFD No. 4 entitled "City of Oxnard Community Facilities District No. 4 (Seabridge at Mandalay Bay) Fiscal Year 2012-2013 Levy" (the "Report") attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief

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

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

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

<u>SECTION 6</u>. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2012-2013, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ATTACHMENT NO. 2
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APPROVED AND ADOPTED this __ day of ____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____

Dr. Thomas E. Holden
Mayor of the City Council of the City of Oxnard, acting on behalf of Community Facilities District No. 4 (Seabridge at Mandalay Bay) of the City of Oxnard

ATTEST:

____

Daniel Martinez
City Clerk of the City of Oxnard

(SEAL)

APPROVED AS TO FORM:

____

Alan Holmberg, City Attorney

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 4
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
188-0-241-015	NEWMAN DAVID J & LAURA Z	$1,851.08
188-0-241-025	SALDA ERICA L TR	1,851.08
188-0-241-035	KEEN LORRIE D & JARVIS RANDALL F	1,691.70
188-0-241-045	CHOW MARVIN & JULIA L TR	1,851.08
188-0-241-055	ALVAREZ EUGENIO & MARIA E TR	1,851.08
188-0-241-065	SILLEN CONNIE L TR	1,851.08
188-0-241-075	HAY JOEL W TR & KATOUZI TOUBI TR	1,851.08
188-0-241-085	HAY JOEL W & KATOUZI TOUBI	1,851.08
188-0-241-095	FABIAN DAVID A & BEVINS & FABIAN BARI	1,851.08
188-0-241-105	ROMEO ROBERT E & AMY B	1,851.08
188-0-241-115	BRECKNER JOSEPH N & JOANA L TR	1,851.08
188-0-241-125	LEBOEUF OSCAR W JR & BES SNIDER M/	1,691.70
188-0-241-135	MOY KENNETH L TR	1,851.08
188-0-241-145	CULOTTA JOHN M TR	1,691.70
188-0-241-155	H O KING TR	1,851.08
188-0-241-165	MARTSON LYNNE W SURV TR	1,851.08
188-0-241-175	NELSON JACK	1,851.08
188-0-241-185	SHIN MYONG C & EUN S & SHIN JENNIFEI	1,691.70
188-0-241-195	WILLIAMS TEMPLE W III TR & FINKLE CYN	1,851.08
188-0-241-205	FRIEDMAN SHIRIN	1,691.70
188-0-241-215	KIRSHTNER ERNEST R TR	1,851.08
188-0-241-225	AIJIAN MARK M & PATRICIA A	1,851.08
188-0-241-235	BAUMSTARK HARRY & SHARON E	1,851.08
188-0-241-245	WALLENGREN CHERYL A TR	1,691.70
188-0-241-255	NIELSEN STEVEN B & LINDA C TR	1,851.08
188-0-241-265	AHLQUIST RONALD & CONSTANCE	1,691.70
188-0-241-275	LAM RAYMOND & JUNE W	1,691.70
188-0-241-285	WILSON GRAHAM R & JUNE R TR	1,851.08
188-0-242-015	VASSANTACHART PRAKOB B	1,691.70
188-0-242-025	REIMERS JOHN W & CYNTHIA J	1,851.08
188-0-242-035	MCDEVITT MICHAEL	1,691.70
188-0-242-045	KAY MARTIN & MARILYN	1,851.08
188-0-242-055	CUMMINS ALLAN B SURV TR	1,851.08
188-0-242-065	YOUNG LATASHA D	1,851.08
188-0-242-075	SHIN DO B & YEONG H TR	1,691.70
188-0-242-085	TOLMACHOFF WAYNE W & DIANA L	1,851.08
188-0-242-095	GOMEZ WILLIAM A & CANDICE M	1,851.08
188-0-242-105	WEISER ISAAC & MARGARET TR	1,851.08
188-0-242-115	MURRAY SCOTT & ANADELL	1,851.08
188-0-242-125	ROMINGER RICHARD S	1,691.70
188-0-242-135	SEYMOUR LEVY TR	1,851.08
188-0-242-145	KIM GORDON & SUZANNE	1,851.08
188-0-242-155	GERSTEL MARC J & CLARICE	1,851.08
188-0-242-165	HUCKESTEIN GORDON	1,691.70
188-0-242-175	SALPERTO ANDREW & WESNER & SALPE	1,851.08
188-0-242-185	MORENO GEORGE & EILEEN TR	1,691.70
188-0-242-195	BACON CODY M & KNOLLA JOSHUA C	1,851.08
188-0-242-205	TROWBRIDGE JERRY W & KAREN TR	1,691.70
188-0-242-215	SINGH PARMJIT D	1,851.08
188-0-242-225	ZHANG JUSTIN	1,851.08
188-0-242-235	ENGELHARDT JOHN C & MARY K	1,691.70
188-0-242-245	KIM SANG W & MYUNG H TR	1,691.70
188-0-242-255	ALVAREZ JOHN A & JULIE E	1,851.08
188-0-242-265	KENAS LLC	1,851.08
188-0-242-275	COOLEY MARK H & DIANA D	1,691.70
188-0-242-285	FARAZIAN KEYVAN H	1,851.08
188-0-243-015	JPMORGAN CHASE BANK NTL ASSN	1,691.70
188-0-243-025	BALDWIN ROBERT JR & JANICE TR	1,851.08
188-0-243-035	SLAVIN NEIL M	1,691.70
188-0-243-045	SULEIMANI ANITA	1,851.08
188-0-243-055	MORTON WALLACE & YOLANDA A TR	1,851.08
188-0-243-065	LIU JIM & HONG	1,851.08
188-0-243-075	JONES JOAN	1,691.70
188-0-243-085	SUNSET HOLDINGS LLC	1,851.08
188-0-243-095	MCDERMED RICHARD W & AMAKI JULIA /	1,851.08
188-0-292-055	JUELS SHIRLEY A	$1,851.08
188-0-292-065	ROSCH GEORGE W III & JOANNA TR	1,691.70
188-0-292-075	CARLISI BARRY	1,851.08
188-0-292-085	PAUL GEORGE I & BARBARA	1,851.08
188-0-292-095	BRIERLEY GARY W & JANIS C	1,691.70
188-0-292-105	SUMMERS FRANKIE	1,851.08
188-0-292-115	WILCOX BRIAN L & HOLLEY & WILCOX PAI	1,691.70
188-0-292-125	MAYNARD SIMON P B	1,851.08
188-0-292-135	ALLEN PAUL M & CATHERINE B	1,851.08
188-0-292-145	POON NELSON & FUNG TR	1,851.08
188-0-292-155	BOLDT CARL R JR	1,851.08
188-0-292-165	PRILLHART KIMBERLY L TR	1,691.70
188-0-292-175	FEDERAL NATIONAL MTG ASSN	1,851.08
188-0-292-185	TERRANOVA JOSEPH T & SHARON TR	1,851.08
188-0-292-195	FORSTER KEVIN	1,851.08
188-0-292-205	HABER ALAN B & SHARRON S TR	1,851.08
188-0-293-015	LE QUAN T	1,691.70
188-0-293-025	MORALES JAIME	1,851.08
188-0-293-035	ORTMANN DALE	1,851.08
188-0-293-045	T& M FOWLER TR	1,691.70
188-0-293-055	ORTMANN DALE A	1,851.08
188-0-293-065	ARENSON CAROL	1,851.08
188-0-293-075	HOLLER JOHN J & GERI A	1,851.08
188-0-293-085	HALVERSON WILLIAM & MARIA	1,691.70
188-0-293-095	NEWBY TODD D & MARIANNE	1,851.08
188-0-293-105	FARRELL MICHAEL & KAREN	1,851.08
188-0-293-115	KENNEDY GREGORY L	1,691.70
188-0-293-125	SCHNEIDER HAROLD N & MARSHA C	1,851.08
188-0-293-135	RANSHAW MICHAEL E & SHARON	1,851.08
188-0-293-145	BREA CARLOS & PATRICIA A	1,691.70
188-0-293-155	SPEARS RICHARD A & KELLIE D	1,851.08
188-0-293-165	VALDEZ SEGUNDO SR	1,851.08
188-0-293-175	REBER GEORGE W JR & NORMA TR	1,851.08
188-0-293-185	TANAKA JASON & RAFFAELLI ROBB	1,851.08
188-0-293-195	BAKER GARY & REILLY MARI	1,851.08
188-0-293-205	ROSENBERGER DONALD L & MARY K	1,691.70
188-0-293-215	CAO CHARLES & HOYEM STEPHEN R & TL	1,851.08
188-0-293-225	GUGLIELMO NICHOLAS & SANDRA TR	1,851.08
188-0-293-235	STEMBRIDGE SYDNEY R	1,851.08
188-0-293-245	KALLEN HARVEY TR	1,851.08
188-0-293-255	SKUPIEN AARON A & TERESA A TR	1,851.08
188-0-293-265	HONG KHANH T & LYNN TR	1,691.70
188-0-293-275	APPLE HAL C & SOPHIA K TR	1,851.08
188-0-300-015	VAKOVSKY PETER & PATRICIA TR	2,467.62
188-0-300-025	HON WILLIAM A & PENELOPE A TR	2,268.38
188-0-300-035	LITINETSKY YAKOV & MARIA	2,467.62
188-0-300-045	HABERSTROH ALFRED E	2,467.62
188-0-300-055	LEE HWA I & LISA H	2,268.38
188-0-300-065	TODERAN DUANE F TR	2,467.62
188-0-300-075	KOH SANDRA S TR	2,268.38
188-0-300-085	AROSTEGUY CYNTHIA A TR	2,467.62
188-0-300-095	GOLDMAN GARY N TR	2,467.62
188-0-300-105	GRAY GREGORY E & MARTIN JULIANNE Y	2,467.62
188-0-300-115	BEBOUT DANNY & JUDY	2,268.38
188-0-300-125	ERIKSSON LEONARD & KELLY E TR	2,467.62
188-0-300-135	BETHARDS JOHN D & TODD CYNTHIA A	2,467.62
188-0-300-145	SASSON MARTY TR	2,467.62
188-0-300-155	MUNGCAL RENATO V & ELIZABETH O	2,268.38
188-0-300-165	HANCOCK DAVID	2,467.62
188-0-300-175	K J M FAMILY TR	2,467.62
188-0-300-185	NODAR RUDY P & SUSAN TR	2,467.62
188-0-300-195	MELLMAN LOU E & NATASHA TR	2,467.62
188-0-300-205	KOHAN BIJAN & SHIRIN	2,467.62
188-0-300-215	CHOPRA SANJIV & RENU & CHOPRA ASHI	2,268.38
188-0-300-225	IWUAJOKU JOSEPH & FUSSELL S TR	2,467.62

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 4
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount	Parcel No.	Owner	Levy Amount
188-0-243-105	SAVETSILA TAI	1,851.08	188-0-300-235	KRAMER ERIC A & ELLEN E TR	2,467.62
188-0-243-115	PHILLIPS PAUL P & BARBARA R	1,851.08	188-0-300-245	JEFFERSON ED & KAREN	2,467.62
188-0-243-125	ELKIN MARCIE P & BARTHELEMY ERIK H	1,691.70	188-0-300-255	JEFFERSON ED & KAREN	2,467.62
188-0-243-135	KHDRLARIAN ARUTYOUN	1,851.08	188-0-300-265	COHEN AVI	2,467.62
188-0-243-145	SUGAR JOEY	1,691.70	188-0-300-275	FULLER RUSSELL E & JEANNIE G	2,467.62
188-0-243-155	CHALDRANIAN ARMEN TR	1,851.08	188-0-300-285	HIRANAKA PAUL K & CHANA TR	2,268.38
188-0-243-165	HALE JOHN R & WALKER JAMIE M	1,691.70	188-0-300-295	KINNEY WILLIAM B & CHEN LILY L	2,467.62
188-0-243-175	FEOKTISTOV ALEXANDRE	1,851.08	188-0-300-305	SITNIKOVA RUSLANA	2,467.62
188-0-243-185	GAILLARD JOHN D & GOMEZ PAZ B	1,691.70	188-0-300-315	WHEELER ROBERT W & DENISE M TR	2,268.38
188-0-243-195	HYUN SUNG OK	1,851.08	188-0-300-325	HONG DALE & GRACE C	2,467.62
188-0-243-205	WILSON RICHARD H & BERLIN KAREN	1,691.70	188-0-300-335	GALLINOT GARY F & DEBRA J TR	2,467.62
188-0-243-215	VON GUNTEN TRENT D & HEATHER A	1,851.08	188-0-300-345	LITINETSKY YAKOV & MARIA TR	2,268.38
188-0-243-225	FELICETTA JAMES V & SUSAN M	1,691.70	188-0-300-355	PISARENKO CLAUDIA & MANZANO HOLDII	2,467.62
188-0-243-235	HIGGINS MICHAEL C & SHARON TR	1,851.08	188-0-300-365	KAYE IRV G	2,467.62
188-0-243-245	FARRELL MICHAEL J & ROBINETT MEARA	1,851.08	188-0-300-375	CIRILLO MICHAEL A & LUANNE A	2,467.62
188-0-243-255	NELSON MARIA A	1,851.08	188-0-300-385	EKJ INVESTMENT REAL EST L P	2,467.62
188-0-243-265	MUHLITNER BRET & ERIKA	1,691.70	188-0-300-395	HARRIS GLENN & GINA	2,467.62
188-0-243-275	SANTOS OMAR N	1,851.08	188-0-300-405	YEREKHMAN ALEXANDER	2,467.62
188-0-243-285	WOLFGRAM KEVIN & GRETCHEN L TR	1,851.08	188-0-300-415	AABERG DEBRA L TR & HORTENCE TR	2,467.62
188-0-243-295	CHESLER RONALD B & LOIS S	1,691.70	188-0-300-425	YOUNG WINSTON B & JOANNE L TR	2,268.38
188-0-243-305	CHANDLER GARY & CHERYL	1,851.08	188-0-300-435	130 S MCCADDEN PL LLC	2,268.38
188-0-244-015	BEAL RICHARD M & ELIZABETH H	2,130.78	188-0-300-445	130 S MCCADDEN PL LLC	2,467.62
188-0-244-025	KUSHEN KIRK S & LYNETTE TR	2,268.38	188-0-310-045	K&G SEABRIDGE II LLC & ROCKLIN COVEI	11,810.14
188-0-244-035	TANK CLARENCE W & EVELYN R	2,268.38	188-0-310-055	D R HORTON LA HOLDING CO	72,766.16
188-0-244-045	VON GUNTEN TRENT & HEATHER	2,268.38	188-0-320-015	VOSKERCHIAN TR & CHALDRANIAN ARME	1,080.42
188-0-244-055	KENDALL SHEILA S	2,130.78	188-0-320-025	BAUMWOHL DAVID S	1,331.54
188-0-244-065	FRIDRICH PAUL TR	2,130.78	188-0-320-035	HAMA JASON P & TRESHA M	1,080.42
188-0-244-075	SMITH ROBERT J & UI CHIN TR	2,268.38	188-0-320-045	SCHOCK MARK R & CHRISTINA W	1,080.42
188-0-244-085	RODGERS CRAIG J	2,268.38	188-0-320-055	KALLER STEVEN & JANET E	1,331.54
188-0-244-095	LAKE JOHN W & SHEILA G TR	2,130.78	188-0-320-065	WILSON WILLIAM R & GILLIAN TR	1,080.42
188-0-244-105	JLO PARTNERS LLC	2,268.38	188-0-320-075	RAMIREZ AMERICO R TR	1,080.42
188-0-244-115	COHN DOV & SHEILA E TR	2,130.78	188-0-320-085	BUGBEE DAVID S & KRISTEN A	1,080.42
188-0-244-125	CHOPRA RAJESHWAR & ANEETA	2,268.38	188-0-320-095	DERN GEORGE FAMILY TR	1,080.42
188-0-244-135	HOLT LANCE E & NINA C TR	2,268.38	188-0-320-105	ROSETE ZACARIAS C & CORAZON A	1,331.54
188-0-244-145	MUTHIAH MUTHUSAMY & RADHA U	2,130.78	188-0-320-115	JAMES SUSAN J	1,080.42
188-0-244-155	MCGREW COLLEEN H TR	2,268.38	188-0-320-125	KINCAID RALPH E & MARLENE L TR	1,080.42
188-0-244-165	PARK GIL S & JUM KYO MIN TR	2,268.38	188-0-320-135	FRISELLA JOHN & LINDA TR	1,331.54
188-0-244-175	ANDERSON PAUL R	2,268.38	188-0-320-145	NEFF JOE W & KAREN R	1,080.42
188-0-244-185	EDRICK ALAN I	2,130.78	188-0-320-155	REID PHILIP & GLORIA A TR & REID JEFFR	1,080.42
188-0-244-195	HERSON MICHAEL & PATRICIA TR	2,268.38	188-0-320-165	O BRIEN VANESSA	1,331.54
188-0-244-205	STRIKER RONALD S	2,268.38	188-0-320-175	STRAUSS LOUIS F & PATRICIA TR	1,080.42
188-0-244-215	ANTAKI J & MEDAWAR M TR	2,268.38	188-0-320-185	ANDRE RICHARD A & PATRICIA TR	1,080.42
188-0-245-015	PICOLA JIM & JACQUELINE	2,130.78	188-0-320-195	HARARY MARTIN K & FREIDA TR	1,331.54
188-0-245-025	BAINES RICHARD & FRANCES & 160 FULF	2,268.38	188-0-320-205	HAAS WALTER & LYNETTE TR	1,080.42
188-0-245-035	VICHIT & VADAKAN LIVING TR	2,268.38	188-0-320-215	PEYTON ROBERT M & VICTORIA A	1,080.42
188-0-245-045	NELSON MARIA A	2,130.78	188-0-320-225	COHEN STEPHEN C	1,080.42
188-0-245-055	LIANG KAI L & DAPHNE D	2,268.38	188-0-320-235	ORMAN MICHAEL I & MARYANN TR	1,080.42
188-0-245-065	SCHER MICHAEL	2,130.78	188-0-320-245	LUBETKIN JEFF TR	1,331.54
188-0-245-075	SCHER MICHAEL	2,268.38	188-0-320-255	SALKE TARANEH R IRREV FAM TR & ELZE	1,080.42
188-0-245-085	FULLER RUSSELL E & JEANNIE G	2,130.78	188-0-320-265	KAGAWA JON M & TERI L TR	1,080.42
188-0-245-095	GREENSTEIN JERALD	2,268.38	188-0-320-275	LOOMIS LLOYD C & VICTORIA J TR	1,331.54
188-0-250-065	D R HORTON LA HOLDING CO	47,387.00	188-0-320-285	TSUGRANES CHRISTOPHER & AWAD JAN	1,080.42
188-0-250-075	K&G/SEABRIDGE I LLC	8,162.78	188-0-320-295	REID JEFFREY & RIEKO	1,080.42
188-0-250-205	K&G/SEABRIDGE 1 LLC LESSOR & DR HO	349.50	188-0-320-305	MARLUNA HOUSING LLC	1,331.54
188-0-250-225	K&G/SEABRIDGE 1 LLC	6,100.76	188-0-320-315	ANATOLE MICHAEL & DEBORAH A	1,080.42
188-0-250-285	K&G/SEABRIDGE I LLC LESSOR & VONS C	18,941.54	188-0-320-325	JEWETT KEITH & ANAHID	1,080.42
188-0-260-035	BANNERMAN BRETT & DEBRA TR	2,467.62	188-0-320-335	MANLEY JOHN & SHARON	1,331.54
188-0-260-045	FEINSTEIN JAMES R & GAYLE M	2,268.38	188-0-320-345	MATTHEWS ANTHONY	1,080.42
188-0-260-055	MEKPONGSATORN SURAPOL	2,467.62	188-0-320-355	LEVENSTEIN KENNETH A & GONZALEZ & I	1,080.42
188-0-260-065	HAYDEN KENNETH E & PATRICIA TR	2,268.38	188-0-320-365	MASLO TED & JANINA TR	1,080.42
188-0-260-075	RANDOM PROPERTIES LLC	2,467.62	188-0-320-375	PERSELL GARY & LESLIE TR & HORWITZ I	1,080.42
188-0-260-085	BECKER MICHAEL A & TAMMELLA TR	2,467.62	188-0-320-385	NOVAK DAVID A & CHERYL D	1,331.54
188-0-260-095	BLOXBERG ROGER & CHERYL TR	2,268.38	188-0-320-395	SULLIVAN JOSEPH L TR	1,080.42
188-0-260-105	CLUPHF GEORGE & VONJA	2,268.38	188-0-320-405	BARA MICHELLE & RITTER MARC	1,080.42
188-0-260-115	SABOL WILLIAM L & DIANE E TR	2,467.62	188-0-320-415	JONES PHILIP G & BRENDA L TR	1,331.54

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 4
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
188-0-260-125	GREENSTEIN JERALD & IVY TR	2,467.62
188-0-260-135	BRIGHT STAR TR	2,467.62
188-0-260-145	CERVANTES LAWRENCE & JUANA TR	2,268.38
188-0-271-015	GLATT MARTIN & TINA	2,116.50
188-0-271-025	SHANKS CAROLINE S	1,851.08
188-0-271-035	HERNANDEZ VICTORIANO & LERMA	2,116.50
188-0-271-045	MI HORIZON LLC	2,116.50
188-0-271-055	GLUSKOTER ARTHUR H	2,116.50
188-0-271-065	MANION LAWRENCE & LEONOR TR	1,851.08
188-0-271-075	PASSALAQUA CHRIS & PAMELA	2,116.50
188-0-271-085	BASILE GAETANO	2,116.50
188-0-271-095	NOLAN MICHAEL & PAK JENNIFER	1,851.08
188-0-271-105	RHEE BONG K & SUNG O TR	2,116.50
188-0-271-115	TANAWONG NARONG & VICHAIRATTANA'	2,116.50
188-0-271-125	GAPPER ROBERT C & MARIKA I	2,116.50
188-0-271-135	DJ LIVING TRUST & JOE & DIANAS TRUST	1,851.08
188-0-271-145	CITIBANK N A TTEE	1,851.08
188-0-271-155	ODONELL SHIRLEY	2,116.50
188-0-271-165	MAAS ANTHONY R & PAMELA J	1,851.08
188-0-271-175	HUCKESTEIN WILLIMA & SHANNON	1,851.08
188-0-271-185	KALLEN HARVEY TR	2,116.50
188-0-271-195	CHEW GARY D & KIYOKO F	1,851.08
188-0-271-205	HADLOW JOHN W	2,116.50
188-0-271-215	KALLEN HARVEY TR	2,116.50
188-0-271-225	BARTLETT CHARLES W & CAROL R	1,851.08
188-0-271-235	TURMELL MARK J & MARIYA	2,116.50
188-0-271-245	ALLEN ROY L & KATHY	2,116.50
188-0-271-255	ABBOTT CRISPIN & LAURIE	1,851.08
188-0-271-265	HADLOW JOHN W	2,116.50
188-0-271-275	ROSEMAN STEVEN A & EMILIA	1,851.08
188-0-271-285	YEH JOHN & GINA	2,116.50
188-0-271-295	MEYERS DAVID L & BARBARA J TR	2,116.50
188-0-272-015	BARDOS TOM	2,467.62
188-0-272-025	REHDER RANDALL J & TERESA C TR	2,467.62
188-0-272-035	CHATENEVER ROBERT & ARLEEN TR	2,268.38
188-0-272-045	SLAYTON ROBERT & PHYLLIS H TR	2,467.62
188-0-272-055	BREGANTE FAMILY TR	2,268.38
188-0-272-065	CARRIBEAN ST PROP MGT LLC	2,467.62
188-0-272-075	PINCUS DAVID & CORINNE V	2,268.38
188-0-272-085	MAYBERRY DELBERT N & CINDY M	2,467.62
188-0-272-095	HORTON GARY R & CARRIE M TR	2,467.62
188-0-272-105	DELAFIELD VENTURES LTD	2,467.62
188-0-272-115	DIESFELD PATRICK W & ESTELA TR	2,268.38
188-0-272-205	K&G SEABRIDGE II LLC & ROCKLIN COVE	13,290.78
188-0-280-015	GONZALEZ ALFREDO	926.30
188-0-280-025	RODRIGUEZ CESAR A & ELISABETH	926.30
188-0-280-035	ALLAHYAR NICK N & LEE ANN	1,080.42
188-0-280-045	OZDY ANDREW & DORE TR	926.30
188-0-280-055	DZIAK KRISTINE A	926.30
188-0-280-065	DALL SCOTT R & DEBRA A	1,080.42
188-0-280-075	MCKEOWN JAMES P	1,080.42
188-0-280-085	DAVIS JAMES A & SHEILA R	1,080.42
188-0-280-095	JOAQUIN CHRISTOPHER D & DONNA	1,080.42
188-0-280-105	SCHWARTZ STEVEN J	926.30
188-0-280-115	KNEIZEH ESSA & GEORGETTE	926.30
188-0-280-125	NISHINO ALAN K & AKIKO K	1,080.42
188-0-280-135	ST JOHNS MARK A & KRISTAL M	926.30
188-0-280-145	WHITE JEFFREY R TR	926.30
188-0-280-155	TAYLOR RONALD D & MARY N	926.30
188-0-280-165	MALBON JEFFERSON M & PATRICK	926.30
188-0-280-175	CITIMORTGAGE INC	1,080.42
188-0-280-185	SIMMONS WILLIAM J & BARBARA M	926.30
188-0-280-195	TRESIERRAS GLORIA J TR	926.30
188-0-280-205	LEVY GREG S & BRENDA S	1,080.42
188-0-280-215	MOTA JESSE J & SHELBY A	1,080.42
188-0-320-425	KALNEL GARDENS LLC	1,080.42
188-0-330-015	KIM SHARON S TR	1,080.42
188-0-330-025	GREENBERG RICHARD	1,331.54
188-0-330-035	BYRD BRENT A & KAREN S	1,080.42
188-0-330-045	DWORK MATTHEW & PAUL	1,080.42
188-0-330-055	CURTIS WALTER E & MARILYN M & CURTI:	1,331.54
188-0-330-065	KOROYAN J ARIS TR	1,080.42
188-0-330-075	YABLAN KEVIN F & BARBARA J TR	1,080.42
188-0-330-085	SQROKA EUGENE	1,080.42
188-0-330-095	MACKSOUD RONALD L & DANA	1,080.42
188-0-330-105	HUTTER CHRISTOPHER P & BETTY J	1,331.54
188-0-330-115	OLIVEROS GREGORY L	1,080.42
188-0-330-125	GONG RE HOLDINGS LLC	1,080.42
188-0-330-135	POLTERE JOHN C JR & ELSA L	1,331.54
188-0-330-145	GOODMAN DANIEL C & HELENE L	1,080.42
188-0-330-155	CONTIS JANE L TR	1,080.42
188-0-330-165	PENA ROBERT L & PILAR Y TR	1,331.54
188-0-330-175	VASSANTACHART PRAKOB & HASSADI	1,080.42
188-0-330-185	JABBARI KAMRAN & DEBRA G	1,080.42
188-0-330-195	COLE CHARLES D TR & COLE MARJORIE I	1,331.54
188-0-330-205	ROSSO NORBERTO & BEATRICE	1,080.42
188-0-330-215	LAPASARAN NEIL L & MERLITA B	1,080.42
188-0-330-225	DEMERSSEMAN LORRAINE E	1,080.42
188-0-330-235	CRAFT CAROL A TR	1,080.42
188-0-330-245	SEDLAK BURTON H & ARLENE AB TR	1,331.54
188-0-330-255	PENA CHRISTINE & JULIE	1,080.42
188-0-330-265	OTTO DAVID A & CECILIA D TR	1,080.42
188-0-330-275	ANDERSON ROBERT D & GAYLENE TR	1,331.54
188-0-330-285	LASKER GAIL B	1,080.42
188-0-330-295	BRAUN DOUGLAS J & ARLENE M TR	1,080.42
188-0-330-305	NISENSON STANLEY & BEVERLY TR	1,331.54
188-0-330-315	SILVERSTONE SANDRA E	1,080.42
188-0-330-325	BOTTING STEPHEN & PETERSON DEBOR/	1,080.42
188-0-330-335	ERIKSSON LEONARD & KELLY E TR	1,331.54
188-0-330-345	ZAREMBA ADAM & VIRGINIA	1,080.42
188-0-330-355	SEARLE HOWARD & THELMA TR	1,080.42
188-0-330-365	KENDALL BENJAMIN R TR & SCOTT & KEN	1,080.42
188-0-330-375	PONIK WAYNE D & PATRICIA A TR	1,080.42
188-0-330-385	RIOUX SUZANNE TR	1,331.54
188-0-330-395	RODRIGUEZ CATHERINE D	1,080.42
188-0-330-405	COOPER SCOTT & GEENA	1,080.42
188-0-330-415	ORLIKOFF MICHAEL TR	1,331.54
188-0-330-425	FANGMAN MICHAEL P TR	1,080.42
188-0-340-015	EDGAR TERRY F & STEVEN B DEC	1,331.54
188-0-340-025	BALDINGER ALLAN L & ANNE M	1,080.42
188-0-340-035	SHANKAR BALAKRISHNAN & PALMER ANN	1,080.42
188-0-340-045	KAVLI FRED	1,331.54
188-0-340-055	LOWE LOUIS T & AVIS L TR	1,080.42
188-0-340-065	WITKOWSKI ROBERT S & MONA M	1,080.42
188-0-340-075	SEGUNDO AGOURA BEACH LLC	1,331.54
188-0-340-085	PICKETT LOUIS A & JANICE L TR	1,080.42
188-0-340-095	HELLER TR #2	1,080.42
188-0-340-105	MINTZ GARY A & JANE H	1,331.54
188-0-340-115	BRION ALGER L & MARIA G TR	1,080.42
188-0-340-125	EKEBERG ERIC E & ELIZABETH J	1,080.42
188-0-340-135	SCHEER ALBERTA B SURV TR	1,080.42
188-0-340-145	MCGUIRE RICHARD W & LAURA	1,080.42
188-0-340-155	CARLOZZI MARK & DIANA M	1,331.54
188-0-340-165	DAVIS JOHN E & VALERIE L TR	1,080.42
188-0-340-175	HAMAI SACHI A	1,080.42
188-0-340-185	CASSANEGO MICHAEL & LINDA TR	1,331.54
188-0-340-195	STRONG TREVOR & ROSET	1,080.42
188-0-340-205	D M A HOLDINGS LP	1,080.42
188-0-340-215	HANDLERS MICHAEL D TR & HANDLERS B	1,331.54
188-0-340-225	GOSS JEFFREY L & KAREN S	1,080.42

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 4
(SEABRIDGE AT MANDALAY BAY)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
188-0-280-225	HODGINS BRADLEY T & KATHY J	1,080.42
188-0-280-235	VENUGOPAL CHANDRASEKAR-C	1,080.42
188-0-280-245	ROMINE SCOTT E & PENNY L TR	926.30
188-0-280-255	ANNESE MICHAEL J JR TR	926.30
188-0-280-265	DEPENBROK KIM K SEP PROP TR	1,080.42
188-0-280-275	ZIEMBA ADOLPH J JR & DENISE TR	926.30
188-0-280-285	WIGGINS BRIAN & ANGIE	926.30
188-0-280-295	MARTINEZ JOE III	926.30
188-0-280-305	SHEN YONG & LIU BENJAMIN	926.30
188-0-280-315	LEE DAVID D & STEPHANIE H	1,080.42
188-0-280-325	SEXTON PAULINE B TR	926.30
188-0-280-335	BAKER TIMOTHY & DIAZ ANA M	926.30
188-0-280-345	SMITH JAMES W & DARLENE TR	1,080.42
188-0-280-355	SHARPE KRISTIN J	1,080.42
188-0-280-365	HILDEBRAND FREDERICK G	1,080.42
188-0-280-375	WAGONER RODNEY L & RACHEL L	1,080.42
188-0-280-385	MADERA CARDINAL PROP LLC	926.30
188-0-280-395	HUNT ROGER S & ANITA M	926.30
188-0-280-405	KURRASCH & JACOBSON ANNE L	1,080.42
188-0-280-415	CHANDANI KASH & KATHLEEN TR	926.30
188-0-280-425	YAMAKA MARK S & AILENE	926.30
188-0-280-435	WU DAVID C	926.30
188-0-280-445	BANK OF AMERICA N A	926.30
188-0-280-455	SCOTT SAMANTHA D	1,080.42
188-0-280-465	LEVENSTEIN KENNETH A & GONZALEZ &	926.30
188-0-280-475	BACKER TAMARA	926.30
188-0-280-485	GRIBBLE DEREK & ILEEN TR	1,080.42
188-0-280-495	COTSIS SOPHOCLES & CARLA R	1,080.42
188-0-280-505	VERGON MICHEL E & CECILE TR	1,080.42
188-0-280-515	SPRINGER SCOTT A & ANN E	1,080.42
188-0-280-525	BROOKLEY JESS G & DEBORAH D	926.30
188-0-280-535	KING PAUL M	926.30
188-0-280-545	TOLLER GARY D & APRIL K	1,080.42
188-0-280-555	NEER ROBERT E II & MORSE PAUL C	926.30
188-0-280-565	SCHLEGEL HENRY P JR & SUSAN V	926.30
188-0-291-025	BOHNET GREGORY D & LORRAINE M	2,467.62
188-0-291-035	MEYERS DAVID L & BARBARA J TR	2,467.62
188-0-291-045	GERLACH DANIEL J TR	2,467.62
188-0-291-055	KUMMER BERNARD & PARNIAN TR	2,467.62
188-0-291-065	HUCKESTEIN DIETER & CECILIA TR	2,467.62
188-0-291-075	DZIAK ROBERT T & KRISTINE A	2,268.38
188-0-291-085	FEINSTEIN JAMES R & GAYLE M TR	2,467.62
188-0-291-095	RASMUSSEN CHARLES A	2,467.62
188-0-291-105	KESHAP AJAY	2,467.62
188-0-291-115	SHIN JOHN	2,467.62
188-0-291-125	LITTLE ROBERT L & SHAUNEEN	2,467.62
188-0-291-135	BLAICH JACOB & ESTHER	2,467.62
188-0-291-145	BERNSTEIN SCOTT D TR	2,268.38
188-0-291-155	KINECTA FEDERAL CREDIT UNION	2,467.62
188-0-291-165	KALLEN HARVEY	2,467.62
188-0-291-175	KALLEN HARVEY	2,467.62
188-0-291-185	GORDON ROBERT W & LISA TR	2,268.38
188-0-292-015	T	1,851.08
188-0-292-025	NEWMARK REBECCA A	1,691.70
188-0-292-035	DEGNER DONALD L & GLADYS M TR	1,851.08
188-0-292-045	FERRO FRED C CHARITABLE TR	1,851.08
188-0-340-235	WISCHMANN CHRISTOPHER & KAREN	1,080.42
188-0-340-245	SPENCER LAVERLE A	1,331.54
188-0-340-255	DONOVAN KAREN C	1,080.42
188-0-340-265	DOHEN GREG & SHAWN	1,080.42
188-0-340-275	KADO RONALD A & CYNTHIA S TR	1,080.42
188-0-340-285	SREDEN BARRY & MAXINE TR	1,080.42
188-0-340-295	MARCUS LANCE E & MARGARET TR	1,331.54
188-0-340-305	KAIFER DUANE & SHEILA	1,080.42
188-0-340-315	MARLUNA EXEC HOUSING LLC	1,080.42
188-0-340-325	MARLUNA EXEC HOUSING LLC	1,331.54
188-0-340-335	SANDERS JEFFREY & MINDY TR	1,080.42
188-0-340-345	HOPKINS GARY J & MARY R	1,080.42
188-0-340-355	ZIEMBA ADOLPH JR & DENISE TR	1,331.54
188-0-340-365	ALBERT NABIL & MAGDA N	1,080.42
188-0-340-375	SLAGEL BRIAN	1,080.42
188-0-340-385	GONG GORDON & LILIAN	1,331.54
188-0-340-395	HSIAO PAUL & JESSICA	1,080.42
188-0-340-405	TREVINO ROBERT M & CATHY N TR	1,080.42
188-0-340-415	SMIDDERKS GARY & MARY	1,080.42
188-0-340-425	WALKER LARRY L & ALICE Y TR	1,080.42
188-0-350-065	PINA FERDINAND A	786.44
188-0-350-075	JAMES JONATHAN M	926.30
188-0-350-085	RASMUSSEN JAMES S & JEANNE T	926.30
188-0-350-095	FENNELL CHRISTOPHER & ASHLEY	926.30
188-0-350-105	SIE LIE H	926.30
188-0-350-115	LEIBMAN SARA	786.44
188-0-350-125	MULGREW WARREEN T	786.44
188-0-350-135	SMITH TRACEY D & ANNA	926.30
188-0-350-145	HERNANDEZ DEXTER A	926.30
188-0-350-155	BARKER GARRY T & RACHEL	926.30
188-0-350-165	FILICE GARY W & DEBORAH A TR	926.30
188-0-350-175	CONSTANTINO RICK D & KATHY TR	786.44
188-0-350-235	SANDEFER ROBERT P & SARA N	1,080.42
188-0-350-245	DYE JUSTIN & DZIAK ROBERT & KRISTINE	926.30
188-0-350-255	VOICECHOVSKI MICHAEL R & SARMIENTC	1,080.42
188-0-350-265	CLEMONS SAMUEL	1,080.42
188-0-350-275	DO CHAU	1,080.42
188-0-350-285	CAPRA LARRY & HOLLY J	1,080.42
188-0-350-295	MAGOS MELISSA	926.30
188-0-350-305	GOSS ABIGAIL	926.30
188-0-350-315	SORATORIO LEW B JR	1,080.42
188-0-350-325	SHIMADA HIROYUKI TR & AOYAMA CHISA	1,080.42
188-0-350-335	WOLF BERNICE E TR	1,080.42
188-0-350-345	EASTON JAMES L TR	1,080.42
188-0-350-355	DIAMOND HARVEY & MARTHA J	926.30
188-0-350-365	POTTS JEREMY R	1,080.42
188-0-350-375	CORTEZ CARLOS M	786.44
188-0-350-385	HARE ROBERT L	786.44
188-0-350-395	CHANJAMSRI SOUN & WIMOL	786.44
188-0-350-405	PFEIFER DANIEL E & LOUGHRIN CYNTHIA	786.44
188-0-350-415	DZIAK ROBERT T TR	926.30
188-0-350-425	D R HORTON LA HOLDING CO	1,080.42
188-0-350-435	KREBS GEORGE	1,080.42
188-0-350-445	D R HORTON LA HOLDING CO	1,080.42
188-0-350-455	D R HORTON LA HOLDING CO	1,080.42
Total	**501 Parcels**	**$980,366.18**

ATTACHMENT 2
EXHIBIT A
PAGE 7 OF 8

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

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

DATED: __________, 2012

____
City Clerk of the City Council of the City of Oxnard

(SEAL)

ATTACHMENT 2
EXHIBIT A
PAGE 8 OF 8

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 06/26/2012

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 - 11

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

DATE: June 14, 2012

TO: City Council

FROM: Michael More, Financial Services Manager
Finance Department

SUBJECT: **Special Tax Levy for Community Facilities District No. 5 (Riverpark)**

RECOMMENDATION

That City Council, acting as the legislative body of Community Facilities District (CFD) No. 5, adopt a resolution setting a special tax rate within CFD No. 5 (Riverpark) for FY 2012-13.

DISCUSSION

On September 13, 2005, City Council adopted Resolution No. 12,936 (the "Resolution of Formation") establishing CFD No. 5. On September 20, 2005, City Council adopted Ordinance No. 2701 to levy a special tax sufficient to pay costs of the Services, Improvements, and Incidental Expenses set forth in Exhibit A attached to the Resolution of Formation and defined therein. Thereafter, in each fiscal year, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year. The total amount of special taxes for CFD No. 5 for FY 2012-13 is $3,576,920.44.

FINANCIAL IMPACT

There will be no cost to the City's General Fund from approval of the resolution levying the special taxes for CFD No. 5 for FY 2012-13. All maintenance, service, and administrative costs are included in the amount to be collected by the special taxes, which are levied against properties located in CFD No. 5.

MJM

Attachment # 1 - Resolution levying the special tax for CFD No. 5 for FY 2012-13 (Riverpark)

RESOLUTION NO. _______

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK) OF THE CITY OF OXNARD AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK) FOR THE FISCAL YEAR 2012-2013

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

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

WHEREAS, it is now necessary and appropriate that this City Council, acting as the legislative body of CFD No. 5, levy and collect the special taxes for Fiscal Year 2012-2013 for the purposes specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

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

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

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

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

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

SECTION 3. In accordance with the Act, the Ordinance, and the Rate and Method, there is hereby levied upon the parcels within CFD No. 5 that are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2012-2013 at the special tax rates set forth in the exhibit entitled "City of Oxnard Community Facilities District No. 5 (RiverPark) Fiscal Year

2012-2013 Levy", attached hereto as Exhibit A and made a part hereof by this reference, which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance and the Rate and Method. After adoption of this Resolution, the Chief Financial Officer of the City, or his or her designee, may make any necessary modifications to these special taxes to correct any errors, omissions, or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

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

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

SECTION 6. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and Exhibit A to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2012-2013, and to perform all other acts that are required by the Act, the Ordinance, the Rate and Method, or by law in order to accomplish the purpose of this Resolution.

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

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

APPROVED AND ADOPTED this __ day of _____, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

for

Alan Holmberg, City Attorney

6·18·12

ATTACHMENT NO. 3
PAGE 3 OF 19

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
132-0-033-025	RIVERPARK A LLC	$7,373.16
132-0-033-035	RIVERPARK A LLC	376.52
132-0-033-045	RIVERPARK A LLC	9,714.50
132-0-033-055	RIVERPARK A LLC	1,143.28
132-0-033-065	RIVERPARK A LLC	438.14
132-0-033-075	RIVERPARK A LLC	533.98
132-0-100-265	RIVERPARK A LLC	9,414.64
132-0-100-275	SHEA PROPERTIES II	27,110.24
132-0-100-285	SHEA PROPERTIES II	10,885.16
132-0-100-295	RIVERPARK LANDING LLC	20,606.52
132-0-100-305	RIVERPARK LANDING LLC	20,606.52
132-0-100-315	RIVERPARK LANDING LLC	20,606.52
132-0-100-325	RIVERPARK HOTEL II LLC	7,119.86
132-0-110-015	RIVERPARK A LLC	69,567.90
132-0-110-065	E D 2 LLC	24,198.62
132-0-110-075	KOH 12 & 17 LLC	24,199.30
132-0-110-085	E D 2 LLC	30,188.20
132-0-110-095	KOH 12 & 17 LLC	30,188.20
132-0-110-155	KOH LLC & E D LLC	29,244.14
132-0-110-175	RIVERPARK A LLC	1,469.14
132-0-110-245	ALDERSGATE INVESTMENT LLC	47,160.86
132-0-110-265	PASEO DEL RIO ASSOC L P	11,187.80
132-0-110-315	RIVERPARK POINTE LLC	33,208.00
132-0-110-335	CAPRI/KW SERENADE LLC	223,756.00
132-0-110-355	PASEO SANTA CLARA ASSOC L P	30,207.06
132-0-110-365	PASEO DEL RIO ASSOC L P	36,919.74
132-0-120-015	RIVERPARK B LLC	3,672.88
132-0-120-025	RIVERPARK B LLC	2,937.62
132-0-120-035	RIVERPARK B LLC	3,919.34
132-0-131-025	LOZANO SONIA A	2,564.34
132-0-131-035	RAMIREZ LUIS E	2,564.34
132-0-131-045	ZHANG JIANZHONG & SUN JINGZHU	2,262.86
132-0-131-055	MOORE TIMOTHY	2,262.86
132-0-131-065	SANTOS RENATO E & PATRICIA P	2,564.34
132-0-131-075	CEJA SINDY & FONSECA CHRISTINE	2,564.34
132-0-131-085	BRIDGMAN RICHARD G & KALA S	2,564.34
132-0-131-095	SERGENT DEXTER	2,564.34
132-0-131-105	BAI XIWEI & LIU MEI	2,262.86
132-0-131-115	CHU BEIFEI	2,262.86
132-0-131-125	SERGENT DEXTER	2,564.34
132-0-131-135	BECK JOSEPH P & YO SUJIN	2,564.34
132-0-132-025	LUNN ROBERT & CHERYL	2,564.34
132-0-132-035	CITIBANK N A TTEE	2,564.34
132-0-132-045	PRESTON WENDY L & PEN & HUNG RYAI	2,262.86
132-0-132-055	HATCHELL & SULLIVAN DEBORAH M	2,262.86
132-0-132-065	SULLIVAN JAMES & HATCHELL DEBORAI	2,564.34
132-0-132-075	NELSON HEE & SOOK A & ROSS JUSTIN	2,564.34
132-0-133-015	PELLEGRINO JOHN D & MOLLY C	2,564.34
132-0-133-025	KOHLI PAWAN & SHRUTI	3,218.34
132-0-133-035	MEJIA RICARDO & MARIA D S	3,218.34
132-0-133-045	YI PETER	3,218.34
132-0-133-055	PATTISON GARY L & SHARON A	2,564.34
132-0-133-065	LEGASPI ALMA M & ALMELD R	3,218.34
132-0-133-075	PHAM THONG Q	2,564.34
132-0-133-085	SONG NAN	3,218.34
132-0-133-095	SILVA JOSE	3,218.34
132-0-133-105	HERMAN STEPHEN	3,218.34
132-0-133-115	PEREZ GEORGE P	2,564.34
132-0-133-125	ALCANTAR RIGOBERTO & DOROTHY M	3,218.34
132-0-133-135	GOLDWATER DOUGLAS K & RACHEL S	3,218.34
132-0-133-145	YANG VICTOR M & MARIA E L	2,564.34
132-0-133-155	SCHULTZE MICHAEL A & LORI L	3,218.34
132-0-133-165	TAN SOVANTANA	3,218.34
133-0-120-235	CORONA RIVERPARK LLC	$568.90
133-0-120-245	CORONA RIVERPARK LLC	568.90
133-0-120-255	CORONA RIVERPARK LLC	568.90
133-0-120-265	CORONA RIVERPARK LLC	568.90
133-0-120-275	CORONA RIVERPARK LLC	666.80
133-0-120-285	CORONA RIVERPARK LLC	880.40
133-0-120-295	CORONA RIVERPARK LLC	549.72
133-0-120-305	CORONA RIVERPARK LLC	549.72
133-0-120-315	CORONA RIVERPARK LLC	549.72
133-0-120-325	CORONA RIVERPARK LLC	907.78
133-0-120-335	CORONA RIVERPARK LLC	816.72
133-0-120-345	CORONA RIVERPARK LLC	572.32
133-0-120-355	CORONA RIVERPARK LLC	572.32
133-0-120-365	CORONA RIVERPARK LLC	572.32
133-0-120-375	CORONA RIVERPARK LLC	572.32
133-0-120-385	CORONA RIVERPARK LLC	572.32
133-0-120-395	CORONA RIVERPARK LLC	572.32
133-0-120-405	CORONA RIVERPARK LLC	572.32
133-0-120-415	CORONA RIVERPARK LLC	572.32
133-0-120-425	CORONA RIVERPARK LLC	572.32
133-0-120-435	CORONA RIVERPARK LLC	572.32
133-0-120-445	CORONA RIVERPARK LLC	749.64
133-0-120-545	CORDES ALLISON J	1,543.74
133-0-120-555	YANG RENYI	1,897.54
133-0-120-565	SANCHEZ BRANDIE M	1,543.74
133-0-120-575	DANGOL SUROJ & YAMUNA	1,543.74
133-0-120-585	RICHINS CHRISTOPHER J & OLESIA	1,897.54
133-0-120-595	O BRICE	1,543.74
133-0-120-605	CARWILE JERRY & CHHETRI TARA N K	1,543.74
133-0-120-615	CANCINO EVERARDO JR & LUIS	1,897.54
133-0-120-625	JOYAL ERIC & GARCIA CYNTHIA M	1,543.74
133-0-120-635	DUGAS ANTHONY M & OROPEZA DANIELI	1,897.54
133-0-120-645	ESTRADA AUDRA	1,897.54
133-0-120-655	ERRINGTON DARIN & SHANNON	1,543.74
133-0-120-665	AASEN BRIAN M	1,543.74
133-0-120-675	HELSLEY CRAIG A & KATHRYN L TR & HEI	1,897.54
133-0-120-685	FERGUSON SANDI	1,543.74
133-0-120-695	MORALES DAVID III & ELIZABETH	1,543.74
133-0-120-705	RAMIREZ ROLANDO & BELEN	1,897.54
133-0-120-715	KIRKENDALL MICHAEL B JR & KIRKENDAL	1,543.74
133-0-120-725	HANACEK LYNN	1,543.74
133-0-120-735	MORRIS BRIAN & DRAKE CRYSTAL	1,897.54
133-0-120-745	CAZARES JESUS	1,543.74
133-0-120-755	GARCIA ALBERTO I JR & JENNIFER	1,543.74
133-0-120-765	MENDOZA LEONARDO D & ROBLES OSIRI	1,897.54
133-0-120-775	BOYD ERIC D	1,543.74
133-0-120-785	MARCHBANKS WALTER & NGUYEN JACQ	1,543.74
133-0-120-795	JIMENEZ RICHARD J JR	1,543.74
133-0-120-805	SHIELDS RONALD II	1,897.54
133-0-130-015	GARRETT BRENDAN & GILBERTSON JENI	1,897.54
133-0-130-025	BANK OF AMERICA N A	2,076.54
133-0-130-035	MEDRANO MICHAEL S & JONNELL	2,076.54
133-0-130-045	GIRON ANTONIO A & MICHELLE L	2,076.54
133-0-130-055	HUCKANS DANIEL R	2,076.54
133-0-130-065	WEATHERS MICAH J & HAZLETT MARY A	2,076.54
133-0-130-075	CARMONA EFREN & VASQUEZ NICHELLE	2,076.54
133-0-130-085	KUEHN DEBORAH E	1,897.54
133-0-130-095	ABABAT DIONISIO S & AGNES G	1,897.54
133-0-130-105	TOLENTINO SHERWIN C & SHENNA C	2,076.54
133-0-130-115	FEDERAL NATIONAL MTG ASSN	2,076.54
133-0-130-125	VOSHELL TOM A & MEGAN T	2,076.54
133-0-130-135	BURG ERIC C &	2,076.54
133-0-130-145	ADELMAN ROBERT D & HESTER JESSE E	2,076.54

ATTACHMENT 1
EXHIBIT A
PAGE 4 OF 19

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
132-0-133-175	TALBOT EDWARD A III & JEANETTE	3,218.34
132-0-133-185	CHAPMAN CURTIS M	3,218.34
132-0-133-195	NGUYEN ETHAN M & ASHLEY C	2,564.34
132-0-133-205	MITTER SANJAY & BIMLA	3,218.34
132-0-133-215	JONES RICHARD	3,218.34
132-0-133-225	MUNOZ STEVE & ELSA P	2,564.34
132-0-133-235	PORTER SCOTT	3,218.34
132-0-133-245	LAM JANET H & DO DAVID M	3,218.34
132-0-133-255	FOO JASON & SUSAN	3,218.34
132-0-133-265	MEDEIROS BRYANT A	2,564.34
132-0-134-015	HERNANDEZ MARIO & RITA	2,564.34
132-0-134-025	BANK OF NEW YORK MELLON TTEE	2,564.34
132-0-134-035	ROBLEDO RAFAEL JR & FRANCISCA	2,262.86
132-0-134-045	LANDEROS HILDA M	2,262.86
132-0-134-055	GARCIA MIGUEL T & LAURA M	2,564.34
132-0-134-065	DURAN MICHELLE N	2,564.34
132-0-134-085	ROSENFELD ROBERT J & MARIE	2,076.54
132-0-134-095	SAMMIS NATALIE L TR	1,897.54
132-0-134-105	KUZNETSKY RONALD M TR	1,897.54
132-0-134-115	SODERSTEDT ROGER W & MONICA A	1,897.54
132-0-134-125	GOMEZ MICHAEL & YVONNE C	1,897.54
132-0-134-135	ATKINSON ANDREW & EILEEN C & BARR	2,076.54
132-0-134-145	DIMILLA PAUL A & CELESTE M	2,076.54
132-0-135-015	BASCH DAVID A & JANICE E	2,564.34
132-0-135-025	THORPE JOSHUA S & TANYA	2,564.34
132-0-135-035	FARRELL ROBERT J & HEIDI S	2,262.86
132-0-135-045	CARATACHEA MAXIMO F & LLAMAS SANI	2,262.86
132-0-135-055	SMITH JAMES E & LILIANA	2,564.34
132-0-135-065	NGUYEN MINH Q & HO YEN H	2,564.34
132-0-135-075	PULLEY MITCHELL & WELBOURN LAURA	2,564.34
132-0-135-085	BARROS JOSHUA J & RUTH G	2,564.34
132-0-135-095	BANGALORE SARAVANAN D & SREENIVA	2,262.86
132-0-135-105	KNABENBAUER DANIEL & CHONG AMY	2,262.86
132-0-135-115	BECKER RICHARD T	2,564.34
132-0-135-125	ALBRECHTSEN TYLER	2,564.34
132-0-135-145	HERNANDEZ EDWARD & MEGHAN V	2,076.54
132-0-135-155	GARCIA JOSE A & MANRIQUE MARTHA S	1,897.54
132-0-135-165	THYAGARAJAN ADITYA & RENUKA	1,897.54
132-0-135-175	LANDE ERIK & KATE	1,897.54
132-0-135-185	ASAFA MORIAMO & SHITTU ATINUKE	1,897.54
132-0-135-195	RHODES JESSICA M & SIERRA ANDRES .	2,076.54
132-0-135-205	ARNAUD JOHN B & KRISTEN E	2,076.54
132-0-140-015	PHONTHONGSY BRIAN	3,218.34
132-0-140-025	AYARS JAMES & JEAN S	2,789.60
132-0-140-035	LAM WILLIAM & VO VAN T	2,789.60
132-0-140-045	DE VEGA ESPERANZA M & GONZAGA VIN	2,789.60
132-0-140-055	HARRISON TERREL & HELEN	2,789.60
132-0-140-065	FILLON BENJAMIN & VIVIAN B	2,789.60
132-0-140-075	COX MICHAEL & REYNA	3,218.34
132-0-140-085	THOMPSON MELANIE & CASTILLO OMAR	2,789.60
132-0-140-095	JONES SHUN T & YOSHIE K	2,789.60
132-0-140-105	VEGA OTTO & RUIZ BERTHA	3,218.34
132-0-140-115	LEJARDE ARNOLD & RODELIA	2,789.60
132-0-140-125	TARLETON MICHAEL A & DARLENE A	3,218.34
132-0-140-135	TAMAI GLORIA	2,789.60
132-0-140-145	GAHLAWAT PARVEEN	3,218.34
132-0-140-155	NEFF SHAUN & COURTNI	2,789.60
132-0-140-165	HONG HOSUK TR	2,789.60
132-0-140-175	DIAZ JOSE E & ROSA	2,789.60
132-0-140-185	MORE2LIFE AT RIVERPARK LLC	3,218.34
132-0-140-195	DOSS JUSTIN R	3,218.34
132-0-140-215	NOBRIGA JEFF & SCHNEIDER MIRANDA	2,564.34
132-0-140-225	YUHBA JORGE & HELEN	3,218.34
133-0-130-155	EDWARDS ANTHONY R & TAMZEN R	2,076.54
133-0-130-165	MCCAFFREY ROBERTA A	1,897.54
133-0-130-175	VILLA JOE A & RACHEL	1,543.74
133-0-130-185	SOARES BRIAN J & STACEY C	2,076.54
133-0-130-195	MARTINI DAVID J & BEVERLY J	2,076.54
133-0-130-205	GONZALEZ LISETH	2,076.54
133-0-130-215	DEJESUS MIGUEL A & ANTONIO DOLORE	2,076.54
133-0-130-225	LAZIER KATHERINE	1,543.74
133-0-130-235	DASHEVSKY PAUL	1,543.74
133-0-130-245	HOPHAN JOSEPH R & MARIE A	2,076.54
133-0-130-255	RODRIGUEZ JOSE A	2,076.54
133-0-130-265	DUVAL ENRICK S & MONA G	2,076.54
133-0-130-275	SCOTT HEATHER TR	2,076.54
133-0-130-285	FRIDRICH JENNIFER	1,543.74
133-0-130-295	RYBA JOSEPH H	1,897.54
133-0-130-305	HOGAN RICHARD C JR & MAURA A	2,076.54
133-0-130-315	LOPEZ JENNIFER R TR	2,076.54
133-0-130-325	CREPS ROBERT A & ELSINA C	2,076.54
133-0-130-335	SINGH BHOPINDER & DORA A	2,076.54
133-0-130-345	RICHARD & ANITA GREEN PART	2,076.54
133-0-130-355	HOTHAN THOMAS & VANESSA	2,076.54
133-0-130-365	BROWN MARTHA C	1,897.54
133-0-130-375	PATTI ELAINE T	1,897.54
133-0-130-385	WEISNER ADAM	2,076.54
133-0-130-395	EASTERLY BRYAN J	2,076.54
133-0-130-405	CHAU SIV	2,076.54
133-0-130-415	LASSO GUILLERMO F & LEONY & LASSO I	2,076.54
133-0-130-425	TURNER JOSEPH D	2,076.54
133-0-130-435	LILLO ERIC A & CHRISTINE A	2,076.54
133-0-130-445	CHANDLER CORINNE E	1,897.54
133-0-130-455	BIERLY JONATHAN D	1,897.54
133-0-130-465	CREPS ROBERT A & ELSINA C TR	2,076.54
133-0-130-475	LETOURNEAU NICHOLAS A & DEBORAH	2,076.54
133-0-130-485	HALKO DUSTIN D & KRISTIN A	2,076.54
133-0-130-495	O CONNOR THOMAS W & DEBOER	2,076.54
133-0-130-505	BROWN MAURICE G & ANGELA P	1,897.54
133-0-130-515	ALLEN DUSTIN & AMY	1,897.54
133-0-130-525	KIEN THA K	2,076.54
133-0-130-535	MEREDITH JOHN R & AMY	2,076.54
133-0-130-545	LEMOS MICHAEL C & BELINDA	2,076.54
133-0-130-555	TAKAHARA DANIEL & ANICE	2,076.54
133-0-130-565	RIBEIRO CHRISTOPHER J & BLOM ASHLE	1,897.54
133-0-130-575	MALDONADO CAROLINA	1,897.54
133-0-130-585	CARRENO ALEJANDRO & MARIA C G	2,076.54
133-0-130-595	MCLAUGHLIN CLIFF	2,076.54
133-0-130-605	KEITH TERENCE D	2,076.54
133-0-130-615	LAMBORN ROBERT L & MELISSA L	2,076.54
133-0-130-625	POTTER BRANDON L	2,076.54
133-0-130-635	WISEMAN KENNETH & LORI	1,897.54
133-0-140-015	WREN & FONTANA COLLEEN B	1,897.54
133-0-140-025	DALUZ BENJAMIN A & NOEMI N	1,897.54
133-0-140-035	PEREZ MIGUEL & GRACIELA	1,897.54
133-0-140-045	CASTILLO BENJAMIN JR & FLORES & CAS	1,897.54
133-0-140-055	BRONSON CHRISTOPHER J	1,543.74
133-0-140-065	LE DUNG & TRAN THAM	2,076.54
133-0-140-075	VICTORIA JOHN P R & COOPER & VICTOF	2,076.54
133-0-140-085	OLSON KAREN E	1,543.74
133-0-140-095	EPINO REEZA	1,897.54
133-0-140-105	QUICK JUDY R	1,897.54
133-0-140-115	CRUZ ROWEL C	1,897.54
133-0-140-125	VAIL LAWRENCE G & VALENTINA R & CO	1,897.54
133-0-140-135	STANDARD PACIFIC CORP	1,543.74
133-0-140-145	STANDARD PACIFIC CORP	2,076.54

ATTACHMENT 1
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
132-0-140-235	LEE JERRY & WONG AMY	3,218.34
132-0-140-245	LUNA ROBERT	3,218.34
132-0-140-255	NESBIT WILLIAM & CANDICE	2,564.34
132-0-140-265	BYARS JOSHUA E & INEZ M	3,218.34
132-0-140-275	ESTRADA RONALD A & HANNAH A	3,218.34
132-0-140-285	OLSON ROGER E & HERRERA MARIA Y	2,564.34
132-0-140-295	GALINDO DANIEL & GOCKE JULIA	3,218.34
132-0-140-305	ASAWESNA CHOLNUSORN	3,218.34
132-0-140-315	YOUNG WEI & LI	2,564.34
132-0-140-325	BURKE SELASSIE & ANDERSON KIESHA	3,218.34
132-0-140-345	PASCUAL FAUSTINO & ZAIDA	3,218.34
132-0-140-355	JUNG SANDRA & BAYZE WILLIAM	2,564.34
132-0-140-365	HOC KUONG & NARISSA G	3,218.34
132-0-140-375	STRAEDE KATHLEEN M	3,218.34
132-0-140-385	NEWSTAT JOSHUA & FREYA	3,218.34
132-0-140-395	KUMARY SHEELA	2,564.34
132-0-140-405	STEWART LEROY S JR	3,218.34
132-0-140-415	AURORA LOAN SERVICES LLC	3,218.34
132-0-140-425	MAULHARDT LYNN & MARSHA	2,564.34
132-0-140-435	TAPIA SERGIO & SONIA	3,218.34
132-0-140-445	VALENZUELA JOSE	3,218.34
132-0-140-455	OPPENHEIMER MATT	3,218.34
132-0-140-465	HETTENA DANIEL J & MELISSA L	2,564.34
132-0-140-475	NEVAREZ ANTHONY	3,218.34
132-0-140-485	LE VAN	3,218.34
132-0-140-495	ESGUERRA JOHN & MARITESS	2,564.34
132-0-140-505	MONTOYA JOSE	3,218.34
132-0-140-515	MARTINEZ TOM & CAROLA	2,076.54
132-0-140-525	BONSIGNORE VINCENT & TADDESSE & E	1,897.54
132-0-140-535	SOLIZ JESS & LETICIA	1,897.54
132-0-140-545	GANGADHAR AVINASH & PATEL SAPANA	1,897.54
132-0-140-555	FATE CHAD & RENEE	1,897.54
132-0-140-565	MIKHAIL NOURA A	2,076.54
132-0-140-575	SUTTON ALAN & LEEANNE M	2,076.54
132-0-140-585	EDWARDS CHRISTOPHER J & KEZIA	1,897.54
132-0-140-595	GALLEGOS ANTHONY G & KATHLEEN	1,897.54
132-0-140-605	BARRAGAN FRANCISCO M	1,897.54
132-0-140-615	HERRING JAMES D & SANDRA	1,897.54
132-0-140-625	TONG TAO	1,897.54
132-0-140-635	GARCIA HELIODORO & HERKEL GINA M	2,076.54
132-0-150-035	MAHAN CELINDA L	2,262.86
132-0-150-045	ROMERO VIRGILIO D & DE JESUS CHER	2,564.34
132-0-150-055	VANKEULEN HENDRIK & CASSANDRA	2,262.86
132-0-150-065	TO IRWIN H & DOMINICA	2,262.86
132-0-150-075	GARCIA JAIME & SURYADI SYLVIA	2,564.34
132-0-150-085	PACION JEROME D & SHERILYN R	2,262.86
132-0-150-095	MELGOZA MARTIN	2,262.86
132-0-150-105	MENDOZA ARTHUR K & THELMA R	2,262.86
132-0-150-115	DAVID MARIAVENUS L	2,262.86
132-0-150-125	HILL BRIAN & KARRY	2,262.86
132-0-150-135	LOPEZ ISRAEL R & ROCHA REBECCA	2,564.34
132-0-150-145	BERGANTINOS WILEY V & BAUTISTA GIL	2,564.34
132-0-150-155	GONZALEZ RYAN O	2,262.86
132-0-150-165	HERNANDEZ BERNARDO	2,564.34
132-0-150-175	GULIUZZA RICHARD A & LEARAE	2,564.34
132-0-150-185	SALDANA SHEILA S	2,262.86
132-0-150-205	GARCIA TOMAS H	2,262.86
132-0-150-215	CARBAJAL EFRAIN & RUVALCABA TERES	2,564.34
132-0-150-225	BOG TR	2,564.34
132-0-150-235	RODRIGUEZ FRANCISCO A & OFELIA	2,262.86
132-0-150-245	BAEZA EDWARD & TEENA A	2,564.34
132-0-150-255	BERNAL DANILO & MARIA E D L	2,564.34
132-0-150-265	ACOSTA WALTER O & TERESA D J	2,564.34
133-0-140-155	BECKER JOSEPH	2,076.54
133-0-140-165	STANDARD PACIFIC CORP	1,543.74
133-0-140-175	STANDARD PACIFIC CORP	1,897.54
133-0-140-185	ORCULLO & DOMINGO JOYCE	1,897.54
133-0-140-195	BENSON JOHN A & MEENA	1,897.54
133-0-140-205	DENNIS COLLEEN M & KOGER NICOLE	1,897.54
133-0-140-215	BALITAO JOVITO & LEONILA R & BALITAO	1,897.54
133-0-140-225	ADAMS CHARLES J III & JUAREZ LINDA L	1,897.54
133-0-140-235	PERILLO JOSEPH J & JILL M	2,076.54
133-0-140-245	AGANINTA EDIBER S	1,543.74
133-0-140-255	TINOCO RAMON JR & GABRIELA	1,543.74
133-0-140-265	SHORT AIDAN & LOPEZ DIANA	2,076.54
133-0-140-275	DUARTE DAVID & LETICIA J	1,897.54
133-0-140-285	MONTIEL GILBERTO	1,897.54
133-0-140-295	CASTILLO EDUARDO & FORD TRICIA A	1,897.54
133-0-140-305	BUCKLIN DANIEL L & KELLY J	1,897.54
133-0-140-315	AHMED MOHAMED & JOHNSON AMANDA	2,076.54
133-0-140-325	HOLDER RODNEY G	1,543.74
133-0-140-335	MIKKELSON ANDREW L	1,543.74
133-0-140-345	PASKIN ALLAN & PERKINS TAYLOR L	2,076.54
133-0-140-355	CONANT THOMAS E & HOLLY	1,897.54
133-0-140-365	COCHRAN & GIBBONS EMILY & GIBBONS	1,897.54
133-0-140-375	BLANCHE PATRICK Y	1,897.54
133-0-140-385	DRAGO MICHAEL J & RAYNA	1,897.54
133-0-140-395	RICHARDSON KYLE	1,897.54
133-0-140-405	GILBERT NORMAN W	1,897.54
133-0-140-415	NESTOR KEVIN P & KEVIN P	1,543.74
133-0-140-425	BUSH BRIAN B & MARY K	2,076.54
133-0-140-435	LEVERSEE BRIAN E & ANNA C	2,076.54
133-0-140-445	BRYAN FREDERICK B & JENNY J	1,543.74
133-0-140-455	VASSO RICHARD L	1,897.54
133-0-140-465	PEREZ RAMIRO H & MARICRUZ	1,897.54
133-0-140-475	MCCULLUM MONIQUE A	1,897.54
133-0-140-485	GONZALEZ JAIME D	1,897.54
133-0-140-495	HOFFMAN JAIMIE	1,543.74
133-0-140-505	LUANGPHINITH CHOUMP & BERTA LASZL	2,076.54
133-0-140-515	GASCON JOSIAH	2,076.54
133-0-140-525	MARTIN CASEY	1,543.74
133-0-140-535	MARCHESE JOHN J	1,897.54
133-0-140-545	VO BICH TRAM T	1,897.54
133-0-140-555	WESTBERG STEVEN G & CAROLYN S	1,897.54
133-0-140-565	RIVAS JOSEPH & WHITNEY & GUEVARA V	1,897.54
133-0-140-575	PARRA THOMAS A	1,897.54
133-0-140-585	HUFFMAN JOHN W JR & TRACY L	1,897.54
133-0-140-595	FREOW MONICA R	1,897.54
133-0-140-605	YIN DARRYL & BAXENDALE KATHRYN A	1,897.54
133-0-140-615	MERA EDUARDO & MARTHA B & MERA CC	1,543.74
133-0-140-625	HUNTER NIKLAS A & MULLANEY MICHELL	2,076.54
133-0-140-635	SHIRLEY JAMES B & CHACON IVAN & TEN	2,076.54
133-0-140-645	REDINGTON PETER N & JOSEFINA & GRA	1,543.74
133-0-140-655	BROWN AIMEE	1,897.54
133-0-140-665	LEMIEUX KELLY	1,897.54
133-0-140-675	MILLER STEVEN A TR	1,897.54
133-0-140-685	COLEMAN RUSSELL & AMANDA	1,897.54
133-0-140-695	YANG KEVIN	1,543.74
133-0-140-705	JUSTICE DANIEL C & ELIZABETH A	2,076.54
133-0-140-715	MORENO RICARDO E	1,543.74
133-0-140-725	EMELO RICHARD J & LISA M	2,076.54
133-0-140-735	SMITH TRAVIS & VERONICA	1,897.54
133-0-140-745	FISHEL SAVANNAH & NIDHA	1,897.54
133-0-140-755	IKEMOTO JENNIFER K	1,897.54
133-0-140-765	FELTON DANIEL & ALLISON	1,897.54
133-0-140-775	STANDARD PACIFIC CORP	1,897.54

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
132-0-150-275	ANTHONY IAN J & SOLER KIRSTEN E	2,262.86
132-0-150-285	SINSUAN RODRIGO C JR & BUENAVENTL	2,262.86
132-0-150-295	KEEN ZACKARY J & KRISTINA J A	2,564.34
132-0-150-305	BATRA JASPREET & DHARAMJEET	2,564.34
132-0-150-315	DAINKO MATTHEW L	2,564.34
132-0-150-325	MARTINEZ JOSE A JR	2,262.86
132-0-150-335	CHANG CESAR G & PINEDA EMILIA	2,564.34
132-0-150-345	VAKILIAN NADER & MAHNAZ N	2,564.34
132-0-150-355	AVELAR FERNANDO & ALICIA A	2,262.86
132-0-150-365	ROUTHIER DAVID & STEPHANIE	2,076.54
132-0-150-375	SUNG RACHEL I	1,897.54
132-0-150-385	RAMESH AHUJA G & GELANI MADHUBAL	1,897.54
132-0-150-395	O BRIEN MARGARET & SHULMAN JEFFRI	1,897.54
132-0-150-405	MONTES MONICA J	1,897.54
132-0-150-415	CARBONE LORI & PAI EDWIN	2,076.54
132-0-150-425	YOUNG WILLIAM C & JULIE D	2,076.54
132-0-150-435	UYESATO ANDREW	2,076.54
132-0-150-445	KONTRA RICHARD	1,897.54
132-0-150-455	WAX MIKKEL & SHARON W TR	1,897.54
132-0-150-465	CALAMBA DOMINADOR X TR	1,897.54
132-0-150-475	BAUTISTA DANIEL	1,897.54
132-0-150-485	MANGUBAT LORNA A & CURAMENG EVE	1,897.54
132-0-150-495	MALINOWSKI GARY M & POLINA	2,076.54
132-0-170-125	SWIFT EVADNE M	2,437.32
132-0-170-135	MENDEZ JENNIFER & EPIFANIO	2,437.32
132-0-170-145	MABALOT WALTER B	2,437.32
132-0-170-155	HANSON MARK J & YIN MANITA	2,437.32
132-0-170-165	LUNA CHARLIE & LISA M	2,437.32
132-0-170-175	LODWICK LYLE C & MARY A	2,437.32
132-0-170-185	RASP DEREK R & KRUCHOWY ANDRIYAN	2,437.32
132-0-170-195	CZERWINSKI MACIEK S & MENDELSOHN	2,437.32
132-0-170-205	RANKEL CLAUDIA	2,437.32
132-0-170-215	HSBC BANK USA NTL ASSN TTEE	2,437.32
132-0-170-225	KUBANET MICHAEL K & KARI T	2,437.32
132-0-170-235	DOUTHIT MAIA B TR	2,437.32
132-0-170-245	VALDELLON ZENAIDA B	1,897.54
132-0-170-255	MURILLO RICHARD	2,076.54
132-0-170-265	LEAHY STEVEN P & TALIA J D	2,437.32
132-0-170-275	MICHEL JULIO & MARTHA	2,437.32
132-0-170-285	SLUSAR RAYMOND M	2,076.54
132-0-170-295	GONZALEZ NADIA M & GONZALEZ JOSE	2,076.54
132-0-170-305	STASZEWSKI JEROME W & BRIDGIT	2,437.32
132-0-170-315	MACAULAY AMBER & DUCHARME DAVID	1,897.54
132-0-170-325	WU ANDY & MATELA RUBY	2,076.54
132-0-170-335	HOCHBERG ROBERT A & LORI	2,437.32
132-0-170-345	FLORES NATIVIDAD C & MARGARITA G	2,437.32
132-0-170-355	FEDERAL NATIONAL MTG ASSN & RECOI	2,076.54
132-0-170-365	MAH MEEN K & KYONG L	1,897.54
132-0-170-375	REYES SUKARNO H & MICHELLE	2,437.32
132-0-170-385	FREEMAN SHEA A & ALICIA TR	2,437.32
132-0-170-395	FEDERAL NATIONAL MTG ASSN	2,437.32
132-0-170-405	VALENZUELA ANTHONY R & MELISSA	2,437.32
132-0-170-415	LOCKWOOD SAMANTHA E	2,437.32
132-0-170-425	HWANG KYU S & YOUNG Z	2,437.32
132-0-170-435	AHLUWALIA MUKESH K & SONIA	2,437.32
132-0-170-445	FEDERAL NATIONAL MTG ASSN	2,437.32
132-0-170-455	BRUDZINSKI DAVID & REMY A	2,437.32
132-0-170-465	COLLODORA MICHAEL L	2,437.32
132-0-170-475	MONFORT ROBERTO S	2,437.32
132-0-170-485	DIDOMIZIO CHRISTOPHER & VILLAVICEN	2,437.32
132-0-170-495	WAGNER WILLIAM E III	2,437.32
132-0-170-505	ESQUIVEL JOSE M	2,437.32
132-0-170-515	BECERRA & GUZMAN NORMA	1,897.54

Parcel No.	Owner	Levy Amount
133-0-140-785	STANDARD PACIFIC CORP	2,076.54
133-0-140-795	STANDARD PACIFIC CORP	2,076.54
133-0-140-805	STANDARD PACIFIC CORP	2,076.54
133-0-140-815	STANDARD PACIFIC CORP	2,076.54
133-0-140-825	STANDARD PACIFIC CORP	2,076.54
133-0-140-835	STANDARD PACIFIC CORP	1,897.54
133-0-150-015	VALERIO LUZ	2,076.54
133-0-150-025	BATCHELOR COLLIN & CHER	2,076.54
133-0-150-035	LARSON DONALD	1,543.74
133-0-150-045	CONTI MICHAEL K & KAUB KAYLENE M	2,076.54
133-0-150-055	CARR BRIAN & LEWMAN SADIE	2,076.54
133-0-150-065	STAGE RANDY	1,543.74
133-0-150-075	AYALA GILBERT & ROCHA SONIA	1,543.74
133-0-150-085	GRIFFITH WAYNE R & DONNA K	2,076.54
133-0-150-095	REYES MANUEL A & DEBORAH J	2,076.54
133-0-150-105	LANG ROBERT J & AILYN B	1,543.74
133-0-150-115	JAMBA TERRENCE & WOOLLEY DEBRA	2,076.54
133-0-150-125	DOMINGUEZ SCOTT	2,076.54
133-0-150-135	JIMENEZ MIGUEL A & DE LOS REYES DEN	2,076.54
133-0-150-145	LIM JOHN & MELISSA A	2,076.54
133-0-150-155	TORRES PABLO & BRIDGE & TORRES CAI	1,543.74
133-0-150-165	HERNANDEZ MERWIN J & SOFIA L	2,076.54
133-0-150-175	LIPPMAN RHONDA J	2,076.54
133-0-150-185	SMITH JAMI	1,543.74
133-0-150-195	TEJADA ADRIAN M	1,543.74
133-0-150-205	RANUCCI RICCARDO & GIOVANNA	2,076.54
133-0-150-215	KOBASHIKAWA DANA K	2,076.54
133-0-150-225	MUNYON JACOB & KATHRYN	2,076.54
133-0-150-235	THOMPSON MARY F & SUSAN W	2,076.54
133-0-150-245	SPICKLER JOSEPH E	1,543.74
133-0-150-255	SALVERSON ELIZABETH	2,076.54
133-0-150-265	MIYATA YUKIHIRO & ESTHER W TR	2,076.54
133-0-150-275	SHEPHERD JASON K	1,543.74
133-0-150-285	FELICE CHRISTINE	1,543.74
133-0-150-295	SCHMEECKLE THEODORE & JANICE	2,076.54
133-0-150-305	BRONAUGH FAITH	2,076.54
133-0-150-315	KWONG JASON	1,543.74
133-0-150-325	YASUDA DENISE	2,076.54
133-0-150-335	CHUCK GEORGE M & VICKI S	2,076.54
133-0-160-065	AGS MERIDIAN LLC	6,461.26
133-0-160-075	AGS MERIDIAN LLC	3,667.40
133-0-170-015	SONGER DAVID W & VANESSA T	2,789.60
133-0-170-025	KAPRELIAN MEKO J & JENNIFER R	2,789.60
133-0-170-035	RITCHEY ROBERT	2,564.34
133-0-170-045	WEBSTER BRIAN	2,262.86
133-0-170-055	DAVIS JASON J & LERMA ROSE M	2,262.86
133-0-170-065	UY HECTOR Y & PRAXEDES J	2,564.34
133-0-170-075	VASQUEZ REGGIE & VERONICA C	2,564.34
133-0-170-085	BATES RYAN C & SOCORRO	2,564.34
133-0-170-095	STANDARD PACIFIC CORP	590.12
133-0-170-105	STANDARD PACIFIC CORP	469.64
133-0-170-115	STANDARD PACIFIC CORP	494.28
133-0-170-125	STANDARD PACIFIC CORP	566.84
133-0-170-135	STANDARD PACIFIC CORP	527.82
133-0-170-145	STANDARD PACIFIC CORP	525.08
133-0-170-155	STANDARD PACIFIC CORP	577.12
133-0-170-165	STANDARD PACIFIC CORP	486.06
133-0-170-175	STANDARD PACIFIC CORP	481.26
133-0-170-185	STANDARD PACIFIC CORP	579.86
133-0-170-195	STANDARD PACIFIC CORP	523.04
133-0-170-205	STANDARD PACIFIC CORP	744.84
133-0-170-215	HODGSON GORDON C & LINDA H	2,262.86
133-0-170-225	MASTERS RICHARD J & JUDY R	2,564.34

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
132-0-170-525	MELENDEZ STEVE & AMBER	2,076.54
132-0-170-535	BELFORT RONALD O	2,437.32
132-0-170-545	PENG SHENGJI & LIMING	2,437.32
132-0-170-555	BENNET RICHARD H	2,076.54
132-0-170-565	RODRIGUEZ GERARDO	1,897.54
132-0-170-575	ULLMAN MARY J	2,437.32
132-0-170-585	PEREZ FRANCISCO J	2,437.32
132-0-170-595	PAREDES JESUS & DIONICIA & LOPEZ AI	2,437.32
132-0-170-605	IRIGOYEN HECTOR M JR	2,437.32
132-0-170-615	LODWICK LYLE C & MARY A & TOVAR JO	2,437.32
132-0-170-625	COVEY MEEGON A & MICHAEL A	2,437.32
132-0-170-635	HANSEN SUSANNE	2,437.32
132-0-170-645	ALVARADO MANUEL JR & ERICA P	2,437.32
132-0-170-655	BALOGUN YUSUF A	2,437.32
132-0-170-665	GOLDEN JACOB	2,437.32
132-0-170-675	CASTRO ROMULO C & MARIA T E	2,437.32
132-0-180-175	LEMMO NICHOLAS A	1,897.54
132-0-180-185	FONSECA GERARDO G & ELIZABETH	562.02
132-0-180-195	JUAREZ GUMARO I & RAMIREZ VERONIC	562.02
132-0-180-205	DUARTE CECELIA	562.02
132-0-180-215	GUTIERREZ LETICIA H	562.02
132-0-180-225	SALINAS RAUL P	1,897.54
132-0-180-235	DESPORTE JASON K	1,897.54
132-0-180-245	SANCHEZ SALVADOR & LETICIA	562.02
132-0-180-255	DOMINGUEZ THERESA A	562.02
132-0-180-265	ANGELES OLGA R	562.02
132-0-180-275	RAMOS DAVID H	562.02
132-0-180-285	LEE LIANG-CHIN-DO & LI C	1,897.54
132-0-180-295	PIMENTEL RUBEN D & ROSA M	562.02
132-0-180-305	MEDRANO MONICA A	562.02
132-0-180-315	ROBERTS BRIAN & SARAH	1,897.54
132-0-180-325	SAKILAYAN JANICE	562.02
132-0-180-335	VILLAFANA DANIEL & IRENE G	562.02
132-0-180-345	DREILING JEFFREY M & SARAH M	562.02
132-0-180-355	ALCANTAR JOSE M & CARDENAS NOEMI	562.02
132-0-180-365	NGUYEN CHRISTINE M	1,897.54
132-0-180-375	LIBAO REMIGIO L & GRACELYN H	562.02
132-0-180-385	SAN JUAN JOSEPH	562.02
132-0-180-395	CARROLL MATTHEW J & LINDA C	562.02
132-0-180-405	DELGADO JOSE M & MARIA E	562.02
132-0-180-415	SALINAS SYLVIA R	1,897.54
132-0-180-425	NUNEZ JAMES R & OFELIA	562.02
132-0-180-435	MORALES BENITO & GARCIA & MORALES	562.02
132-0-180-445	HASER BARBARA TR	562.02
132-0-180-455	KRESS NICOLE S	562.02
132-0-180-465	FONG RONALD C	1,897.54
132-0-180-475	PARDINI ERIC	562.02
132-0-180-485	VERAN ENRIQUE II & ROWENA	562.02
132-0-180-495	PANGILINAN ROMEO N & ELIZABETH	562.02
132-0-180-505	GARCIA JAIME & MARIA C	562.02
132-0-180-515	EARDLEY RYAN S & MELISSA S & ERB FL	1,897.54
132-0-180-525	ORENSHEIN JONATHAN & DAPHNE	1,897.54
132-0-180-535	GOMEZ FRANCISCO J & BLANDINA N	562.02
132-0-180-545	SANCHEZ HUMBERTO & DELIA	562.02
132-0-180-555	MAGANA JOSE A & BEATRIS A	562.02
132-0-180-565	ESPEJO NICANOR & MYRNA	562.02
132-0-180-575	ZIERHUT PETER T & MARIA G	1,897.54
132-0-180-585	GOMEZ JAIME L JR	1,897.54
132-0-180-595	GUTIERREZ JOSE M & CRUZ D	562.02
132-0-180-605	ROQUE JOSEPH P & MARYANN B	562.02
132-0-180-615	RAMOS ERNESTO & MARIA C	562.02
132-0-180-625	LUQUIN JOSE A & VERONICA C	562.02
132-0-180-635	MORGAN DOUGLAS E & SUSAN A	1,897.54
133-0-170-235	MENDOZA ANTHONY & GURROLA KRISTII	2,564.34
133-0-170-245	STANDARD PACIFIC CORP	2,262.86
133-0-170-255	OLSON JEFFERY C	2,262.86
133-0-170-265	WILLIAMS EARL & SHALEN	2,564.34
133-0-170-275	JONES LARRY R & BONNIE L	2,564.34
133-0-170-285	KEY MILTON D & MARGARET E	2,262.86
133-0-170-295	BOYLE STEVEN & ANGELA	2,564.34
133-0-170-305	MORA BENJAMIN C JR & MARTHA A	2,564.34
133-0-170-315	CHUNG JUNE O & JUNG SUL	2,262.86
133-0-170-325	MARIN REXCEL F & JOY G	2,262.86
133-0-170-335	CARL BRADLEY & CYNTHIA S	2,564.34
133-0-170-345	GHATTAS NANCY	2,564.34
133-0-170-355	POWERS JOSUA D & ALLEN & POWERS T	2,564.34
133-0-170-365	THOMPSON MARK D & MONIKA A	2,564.34
133-0-170-375	WELSER WIL & JAMINA	2,262.86
133-0-170-385	STEGMAN ANDREA L	2,262.86
133-0-170-395	GUYETTE RICHARD W	2,789.60
133-0-170-405	STRACK STEPHEN M & LYNNANNETTE	2,564.34
133-0-170-415	COGSWELL GEORGE H III	2,789.60
133-0-170-425	LODICO DONALD P JR & TERA A	2,564.34
133-0-170-435	LAM MICHELLE H	2,262.86
133-0-170-445	BONHAM TERESA J	2,262.86
133-0-170-455	TUCKER TRAVIS A & MARIA D	2,564.34
133-0-170-465	SHEA MATTHEW R & LAGESSE NICOLE D	2,789.60
133-0-170-475	CHAVEZ JOHNNY F & ANGELIQUE M	2,789.60
133-0-170-485	CRUZ ANGELO C & JENALYN C	2,564.34
133-0-170-495	MERCADO & PEREZ ELIEZER & FIGUERO	2,262.86
133-0-170-505	CHIQUITO ADRIANA & CHIQUITO ISMAEL	2,262.86
133-0-170-515	ROSENTHAL JOSEPH D & JENNIFER	2,564.34
133-0-170-525	MANSUR ROSELLE	2,564.34
133-0-170-535	SHOEMATE BRADY & KATHY	2,564.34
133-0-170-545	VILLANUEVA RAUL O & CECILIA F	2,564.34
133-0-180-015	CORONA RIVERPARK LLC	653.78
133-0-180-025	CORONA RIVERPARK LLC	571.64
133-0-180-035	CORONA RIVERPARK LLC	571.64
133-0-180-045	CORONA RIVERPARK LLC	571.64
133-0-180-055	CORONA RIVERPARK LLC	571.64
133-0-180-065	CORONA RIVERPARK LLC	571.64
133-0-180-075	CORONA RIVERPARK LLC	571.64
133-0-180-085	CORONA RIVERPARK LLC	571.64
133-0-180-095	CORONA RIVERPARK LLC	681.18
133-0-180-105	CORONA RIVERPARK LLC	661.32
133-0-180-115	CORONA RIVERPARK LLC	571.64
133-0-180-125	CORONA RIVERPARK LLC	571.64
133-0-180-135	CORONA RIVERPARK LLC	571.64
133-0-180-145	CORONA RIVERPARK LLC	571.64
133-0-180-155	CORONA RIVERPARK LLC	571.64
133-0-180-165	CORONA RIVERPARK LLC	571.64
133-0-180-175	CORONA RIVERPARK LLC	571.64
133-0-180-185	CORONA RIVERPARK LLC	754.42
133-0-180-195	CORONA RIVERPARK LLC	907.78
133-0-180-205	CORONA RIVERPARK LLC	549.72
133-0-180-215	CORONA RIVERPARK LLC	549.72
133-0-180-225	CORONA RIVERPARK LLC	549.72
133-0-180-235	CORONA RIVERPARK LLC	909.84
133-0-180-245	CORONA RIVERPARK LLC	867.38
133-0-180-255	CORONA RIVERPARK LLC	570.26
133-0-180-265	CORONA RIVERPARK LLC	568.90
133-0-180-275	CORONA RIVERPARK LLC	568.90
133-0-180-285	CORONA RIVERPARK LLC	568.90
133-0-180-295	CORONA RIVERPARK LLC	568.90
133-0-180-305	CORONA RIVERPARK LLC	569.58
133-0-180-315	CORONA RIVERPARK LLC	569.58

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
132-0-180-645	SCHAEFER ASHLEY	1,897.54
132-0-180-655	GUERRERO ANGEL & HERNANDEZ LYDI/	562.02
132-0-180-665	BELARMINO ROWENA U	562.02
132-0-180-675	BAEZ JUAN M & OROZCO HORTENCIA B	562.02
132-0-180-685	ARTEAGA ENRIQUE & ANA M	562.02
132-0-180-695	WILLIAMS SHALOMAH & POLLY	1,897.54
132-0-180-705	CHOI BYONG O	1,897.54
132-0-180-715	TORRES RODOLFO C & LOPEZ MARIA J	562.02
132-0-180-725	MUSE PAUL A TR	562.02
132-0-180-735	RIVERA MATTHEW A	562.02
132-0-180-745	QUINONES JOEL	562.02
132-0-180-755	SWIFT GLORIA A	1,897.54
132-0-180-765	QUAN JUSTIN K	1,897.54
132-0-180-775	GARCIA JOSE D & CLAUDIA M	562.02
132-0-180-785	VICTORIA ELIZABETH & VICTORIA RAMIF	562.02
132-0-190-015	RODRIGUEZ ALBERT & SYLVIA	562.02
132-0-190-025	DOMINGUEZ FELIPE & MONTEJANO YAN	562.02
132-0-190-035	ESPINOZA VICTOR M	562.02
132-0-190-045	GARCIA ANTONIO G & MARIA	562.02
132-0-190-055	TORRES MARIA & DARLENE	562.02
132-0-190-065	THERRIEN CHRISTINA M	562.02
132-0-190-075	WARNER TAMA K	562.02
132-0-190-085	ROBINETT LAYLA E	562.02
132-0-190-095	GONZALEZ RAFAEL & VALDES MARIA C	562.02
132-0-190-105	MUNOZ SALVADOR & OFELIA	562.02
132-0-190-115	CORTEZ PEDRO A	562.02
132-0-190-125	DIMAS PEDRO & THUYLINH NGUYEN	562.02
132-0-190-135	ALIG LINDA M	562.02
132-0-190-145	VALDEZ GERARDO & VELASQUEZ MARIA	562.02
132-0-190-155	RAMIREZ MICHAEL P & AUDREY A	562.02
132-0-190-165	RODRIGUEZ ALEJANDRA & HERNANDEZ	562.02
132-0-190-175	SANCHEZ SUZANNA	562.02
132-0-190-185	PEREZ RAUL H & MICHELLE R	562.02
132-0-190-195	RIVERA RIGOBERTO	562.02
132-0-190-205	CUNNINGHAM DAREK A & REGINA M	562.02
132-0-190-215	NGUYEN SEAN TOAN & HO PHUONG DUI	562.02
132-0-190-225	TORRES MARIA M	562.02
132-0-190-235	GARCIA MARICELA R	562.02
132-0-190-245	GONZALEZ LORENA & GUILLERMO	562.02
132-0-190-255	MENCHACA JOSE L & ZAMORA MARIA L	562.02
132-0-190-265	MARTINEZ VICTOR S & LEMUS JENNIFEF	562.02
132-0-190-275	REYES ADRIAN	562.02
132-0-190-285	MENDOZA PETER & BRENDA	562.02
132-0-190-295	MCQUITTY KRISTINA M & COLIN JOHN N	562.02
132-0-190-305	MILES ALAN C & LAURA	562.02
132-0-190-315	DURAN REBECCA L	562.02
132-0-190-325	ATKINSON JENNIFER	562.02
132-0-190-335	HARDING CLINTON & KATHLEEN	562.02
132-0-190-345	RAYMUNDO ARVIE & MAY	1,897.54
132-0-190-355	RUBY SAMUEL E & PETERSON JILLIAN G	562.02
132-0-190-365	RUIZ MAYTE	562.02
132-0-190-375	BERNARD JENNA M	562.02
132-0-190-385	SMITH ROSEANN M	562.02
132-0-190-395	STEWART MICHAEL & AMANDA	562.02
132-0-190-405	EVANS ARIANNE K	562.02
132-0-200-015	BROWN BRIAN & GRANO CHRISTINA	2,076.54
132-0-200-025	BENCIVENGA MARK	1,897.54
132-0-200-035	FANDINO JOAQUIN & LINDA	1,897.54
132-0-200-045	GOMEZ RENATO	1,897.54
132-0-200-055	CRUZ DANIEL J	2,076.54
132-0-200-065	CHILDRESS MICHAEL R	1,897.54
132-0-200-075	MURPHY KAVAN & BRIDGET	1,897.54
132-0-200-085	ORTIZ LARRY & LONGBINE CHERIE	1,897.54

Parcel No.	Owner	Levy Amount
133-0-180-325	CORONA RIVERPARK LLC	566.84
133-0-180-335	CORONA RIVERPARK LLC	568.90
133-0-180-345	CORONA RIVERPARK LLC	568.90
133-0-180-355	CORONA RIVERPARK LLC	569.58
133-0-180-365	CORONA RIVERPARK LLC	567.52
133-0-180-375	CORONA RIVERPARK LLC	568.90
133-0-180-385	CORONA RIVERPARK LLC	568.90
133-0-180-395	CORONA RIVERPARK LLC	840.68
133-0-180-405	MOISES RIZA A	2,564.34
133-0-180-415	STANDARD PACIFIC CORP	2,564.34
133-0-180-425	STANDARD PACIFIC CORP	2,564.34
133-0-180-435	JAMISON MICHAEL T	2,564.34
133-0-180-445	STANDARD PACIFIC CORP	2,262.86
133-0-180-455	STANDARD PACIFIC CORP	2,262.86
133-0-180-465	STANDARD PACIFIC CORP	2,564.34
133-0-180-475	STANDARD PACIFIC CORP	512.76
133-0-180-485	STANDARD PACIFIC CORP	513.44
133-0-180-495	STANDARD PACIFIC CORP	575.74
133-0-180-505	STANDARD PACIFIC CORP	468.94
133-0-180-515	STANDARD PACIFIC CORP	466.90
133-0-180-525	STANDARD PACIFIC CORP	576.42
133-0-180-535	STANDARD PACIFIC CORP	870.12
133-0-180-555	DORN CARL W	1,543.74
133-0-180-565	LIERA ALEJANDRO	1,897.54
133-0-180-575	GOANA JOE A & RUIZ JACQUELINE	1,897.54
133-0-180-585	BURDETTE SIERRA & SMEDLEY NICHOLA	1,543.74
133-0-180-595	HUGHES DAVID T JR & HUFFMAN ALYSE I	1,897.54
133-0-180-605	FISCHER MORMAN M & JOAN L	1,543.74
133-0-180-615	PRESTON JESSICA J & GHAEMMAGHAMI	1,543.74
133-0-180-625	ARROYO RICHARD G & MICHAEL A	1,897.54
133-0-180-635	LEMOS RONALD R & CYNTHIA L	1,543.74
133-0-180-645	SANDOVAL GREG J	1,543.74
133-0-180-655	GUERRERO RODRIGO & ELIZABETH	1,897.54
133-0-180-665	MCALLISTER PAUL J	1,543.74
133-0-180-675	STANDARD PACIFIC CORP	1,543.74
133-0-180-685	STANDARD PACIFIC CORP	1,897.54
133-0-180-695	BARSELOU ROBERT G & MICHELLE C	1,897.54
133-0-180-705	KARIUKI HUMPHREY G & KURIA MARGARI	1,543.74
133-0-180-715	THOMPSON CHRISTINE M & PORTER ETH	1,897.54
133-0-180-725	STANDARD PACIFIC CORP	1,543.74
133-0-180-735	STANDARD PACIFIC CORP	1,897.54
133-0-180-745	STANDARD PACIFIC CORP	1,543.74
133-0-180-755	STANDARD PACIFIC CORP	1,897.54
133-0-180-765	STANDARD PACIFIC CORP	1,543.74
133-0-180-775	STANDARD PACIFIC CORP	1,897.54
133-0-180-785	STANDARD PACIFIC CORP	1,897.54
133-0-180-795	STANDARD PACIFIC CORP	1,543.74
133-0-180-805	STANDARD PACIFIC CORP	1,897.54
133-0-180-815	STANDARD PACIFIC CORP	1,543.74
133-0-220-015	AREVALO STEVEN	2,076.54
133-0-220-025	DUTZY REBECCA S	2,076.54
133-0-220-035	MUSIAL ANDRZEJ M & KOWALIK ZOFIA	1,543.74
133-0-220-045	NEFDT NICOLETTE	1,543.74
133-0-220-055	FRANKLIN HENRY & HUYNH & FRANKLIN I	2,076.54
133-0-220-065	HEVER LORINC & OOI JANE S	2,076.54
133-0-220-075	STUREK ALIN & SALAMANGO JILLIAN	2,076.54
133-0-220-085	PALERMO CHRISTOPHER J & MCCALL CC	2,076.54
133-0-220-095	SALSEDO MAXINE M	1,543.74
133-0-220-105	AGS MERIDIAN LLC	1,543.74
133-0-220-115	AGS MERIDIAN LLC	2,076.54
133-0-220-125	AGS MERIDIAN LLC	2,076.54
133-0-220-135	HADD DONALD A & ...NE	2,076.54
133-0-220-145	AMARO DANIEL A & BARNHART CHARISS	2,076.54

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
132-0-200-095	CERVANTES EMMANUEL J	562.02
132-0-200-105	CAMPOS FRANCISCO D A & ROSA L	562.02
132-0-200-115	GONZALEZ CESAR & CARRIZALES ADRIE	562.02
132-0-200-125	NAVARRO ANTONIO C & GLORIA F	562.02
132-0-200-135	GARCIA VAIRO & ALEJANDRA	562.02
132-0-200-145	DOMINGUEZ EVERARDO G & IMELDA	562.02
132-0-200-155	ESCALA ERIC E & HELEN Y	562.02
132-0-200-165	TUTOGI TARRANT H & MARLENE N	562.02
132-0-200-175	RODRIGUEZ BALDEMAR V	562.02
132-0-200-185	LEYVA JUAN J & LLAMAS & LEYVA ROCIC	562.02
132-0-200-195	PALER FELICINO G & GENALIN C	562.02
132-0-200-205	GREENLAW TERRANCE & ZARA R	562.02
132-0-200-215	TORRES SALVADOR & MARIA G	562.02
132-0-200-225	LOPEZ ARTURO	562.02
132-0-200-235	MENDEZ IVAN G	2,076.54
132-0-200-245	DELL KEVIN	1,897.54
132-0-200-255	ROSALES HECTOR M	1,897.54
132-0-200-265	BELANGER CORY & MERLYN	1,897.54
132-0-200-275	BRADY TERENCE M	2,076.54
132-0-200-285	CASILLAS MICHAEL & TERESA	1,897.54
132-0-200-295	MOORE CHRISTOPHER & ALLYSON	1,897.54
132-0-200-305	DAHIYA KARAM	1,897.54
132-0-200-455	AGS DESTINATION LLC	1,897.54
132-0-200-465	AGS DESTINATION LLC	1,897.54
132-0-200-475	AGS DESTINATION LLC	2,076.54
132-0-200-485	AGS DESTINATION LLC	1,897.54
132-0-200-495	AGS DESTINATION LLC	1,897.54
132-0-200-505	AGS DESTINATION LLC	2,076.54
132-0-200-515	AGS DESTINATION LLC	1,897.54
132-0-200-525	AGS DESTINATION LLC	1,897.54
132-0-200-535	AGS DESTINATION LLC	1,897.54
132-0-200-545	AGS DESTINATION LLC	2,076.54
132-0-200-555	AGS DESTINATION LLC	1,897.54
132-0-200-565	AGS DESTINATION LLC	1,897.54
132-0-200-575	AGS DESTINATION LLC	1,897.54
132-0-200-585	AGS DESTINATION LLC	2,076.54
132-0-210-345	NAVARRO OSWALDO & MIRNA	1,543.74
132-0-210-355	MCKENZIE SANDRA	1,543.74
132-0-210-365	FALCON ARMANDO & EDNA	1,543.74
132-0-210-375	ADAP JACQUELINE	1,543.74
132-0-210-385	GUALTIERI ANDREW	1,543.74
132-0-210-395	HOFMANN JARED	1,543.74
132-0-210-405	WHITELEY TROY	1,543.74
132-0-210-415	WU DAVID L	1,543.74
132-0-210-425	AKINDELE GAFAYAT	1,543.74
132-0-210-435	HOWARD ANGELA D TR	1,543.74
132-0-210-445	ZOUZOUNIS DARREN	1,543.74
132-0-210-455	GIBSON LEROY A III	1,543.74
132-0-210-465	CRUZ ANTHONY & MEGAN	1,543.74
132-0-210-475	MINCE DAVID & SHELLEY	1,543.74
132-0-210-485	SCHOLL OSCAR	1,543.74
132-0-210-495	EDQUILANG RYAN A & ELANOR	1,897.54
132-0-210-505	ILLIANO NINFA T	1,543.74
132-0-210-515	MONREAL TOM & NEYRA	1,543.74
132-0-210-525	AGS DESTINATION LLC	1,543.74
132-0-210-535	AGS DESTINATION LLC	1,897.54
132-0-210-545	AGS DESTINATION LLC	1,897.54
132-0-210-555	AGS DESTINATION LLC	1,897.54
132-0-210-565	AGS DESTINATION LLC	2,076.54
132-0-210-575	AGS DESTINATION LLC	2,076.54
132-0-210-585	AGS DESTINATION LLC	1,897.54
132-0-210-595	AGS DESTINATION LLC	2,076.54
132-0-210-605	AGS DESTINATION LLC	1,897.54

Parcel No.	Owner	Levy Amount
133-0-220-155	MARSHALL ROBERT & REBECCA	1,543.74
133-0-220-165	FONG JEFFERSON	1,543.74
133-0-220-175	CARPENTER KAAL	2,076.54
133-0-220-185	PULISIC MATTHEW & CATHERINE	2,076.54
133-0-220-195	MARCELLA JOSEPH & JAMA	2,076.54
133-0-220-205	MORGAN MICHAEL & JULIET	2,076.54
133-0-220-215	CASTELLANO JOHN & DOLORES D	1,543.74
133-0-220-225	NEWELL WADE B	1,543.74
133-0-220-235	MEISTER DEVON	2,076.54
133-0-220-245	PROBERT MICHAEL & BETH	2,076.54
133-0-220-255	INGRAM LISA	2,076.54
133-0-220-265	JO JAMES U & JOOWON	2,076.54
133-0-220-275	DUFFNER JOHN	1,543.74
133-0-220-285	PAUL KRISTOPHER C & WENDY	1,543.74
133-0-220-295	MANZANO ANGEL	2,076.54
133-0-220-305	MENGA ROBERT	2,076.54
133-0-220-315	JANESS ELAINA	2,076.54
133-0-220-325	TORRES ERIBERTO F & MONARRES LETI(	2,076.54
133-0-220-335	STEWART JARED D & HEIDI	1,543.74
133-0-220-345	CLEMENTS DANIEL	1,543.74
133-0-220-355	ARREOLA IRMA & GOMEZ FLORA	2,076.54
133-0-220-365	ORTIZ MARK A & TRISHA C	2,076.54
133-0-230-015	FREEMAN AARON D	1,897.54
133-0-230-025	WILLIAMS RICKY L & JOESPHINE V	2,076.54
133-0-230-035	NEVAREZ MARGIE & CARMEN L	2,076.54
133-0-230-045	FRENCH WILLIAM IV	2,076.54
133-0-230-055	STANDARD PACIFIC CORP	2,076.54
133-0-230-065	STANDARD PACIFIC CORP	2,076.54
133-0-230-075	STANDARD PACIFIC CORP	1,897.54
133-0-230-085	LEONARDO GLORIA G	2,616.30
133-0-230-095	BEARD GLYNN D & STEPPE TERESA L	2,437.32
133-0-230-105	ELMER DEAN P & PEREZ MONICA D	2,437.32
133-0-230-115	BRADFORD RICHARD C	2,437.32
133-0-230-125	TU JOHN H	2,437.32
133-0-230-135	MOFFA JULIA S	2,616.30
133-0-230-145	HESSON KENNETH E & AMELIA F	2,616.30
133-0-230-155	LECLAIR DAVID M & GEYLA	2,437.32
133-0-230-165	KLINEFELTER MATTHEW & KRYSTIE	2,437.32
133-0-230-175	RUHMEL JAMES R & MCINTYRE ROBYN M	2,616.30
133-0-230-185	SAADATI MICHAEL & VICTORIA	1,897.54
133-0-230-195	LUTHER TINA M	2,076.54
133-0-230-205	DIAZ CRYSTAL L	2,076.54
133-0-230-215	FAULKNER SHANE & CASSANDRA	2,076.54
133-0-230-225	ALLADI KRISHNASWAMY & VANI	2,076.54
133-0-230-235	SPENCE SEAN	1,897.54
133-0-230-245	BIRDSONG JAMES K & ROBIN S	1,897.54
133-0-230-255	KHAN RASHIDAH M	2,076.54
133-0-230-265	BARBER ERIC M	2,076.54
133-0-230-275	WINSLETT DANNY	2,076.54
133-0-230-285	HANLON ROBERT S & AUNDREA	2,076.54
133-0-230-295	BANKS GLENDA	2,076.54
133-0-230-305	GILBERT TRUDY	2,076.54
133-0-230-315	MAZO DIEGO & CARUSO TATIANA	1,897.54
133-0-230-325	KANEKO RANDY M & CAROLYN L	1,897.54
133-0-230-335	VOLPE CARL F	2,076.54
133-0-230-345	MCDANIEL SHAUN & CARRIE	2,076.54
133-0-230-355	MOHAN ROGER A & DOROTHEA M	2,076.54
133-0-230-365	CHIOURN MOULINE	2,076.54
133-0-230-375	CRUZ HECTOR & CHIZU	1,897.54
133-0-230-385	TAING SIENG K	2,616.30
133-0-230-395	MENDEZ EDMUNDO C	2,437.32
133-0-230-405	COCCIA CYNTHIA D	2,437.32
133-0-230-415	STANDARD PACIFIC CORP	2,437.32

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CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
132-0-210-615	AGS DESTINATION LLC	1,897.54
132-0-210-625	AGS DESTINATION LLC	2,076.54
132-0-210-635	AGS DESTINATION LLC	2,076.54
132-0-210-645	AGS DESTINATION LLC	1,897.54
132-0-210-655	AGS DESTINATION LLC	2,076.54
132-0-251-015	CO MARK	1,897.54
132-0-251-025	LUDTKE SHARON	1,897.54
132-0-251-035	MONROY FRANKLIN & RAMIREZ BRENY \	1,897.54
132-0-251-045	RAYA JEHOVA	1,897.54
132-0-251-055	ILAGAN ADRIAN & JOILERIN	1,897.54
132-0-251-065	LAGOMARSINO DANELL M	1,897.54
132-0-251-075	LOPEZ FELIPE D	1,897.54
132-0-251-085	BANZON JEAN	1,897.54
132-0-251-095	CULVERSON GARY L & DENISE M	1,897.54
132-0-251-105	CROSS JEREMIAH C & KARIN	1,897.54
132-0-251-115	CATER SCOTT & LAURIE	1,897.54
132-0-251-125	TSUJIMOTO TAKUYA & YURI	1,897.54
132-0-251-135	ASHWORTH KERRI & FUNDERBERG MICI	1,897.54
132-0-251-145	AVILA JOSE G & CERVANTES LEIRA D	1,897.54
132-0-251-155	GORDILLO JOSHUA D & SYLVIA L	1,897.54
132-0-251-165	WOJTAL MARK P & LANI	1,897.54
132-0-251-175	MARX JEFFREY S	1,897.54
132-0-251-185	LAFRICAN ROBIN	1,897.54
132-0-251-195	ARELLANO ARTHUR & RAINA	1,897.54
132-0-251-205	RHODES BILL J & JACLYN M	1,897.54
132-0-251-215	SELLARS JONATHAN	1,897.54
132-0-251-225	WILLIAMS JUSTIN & CHERI	1,897.54
132-0-251-235	DOUGLAS BRUCE N	1,897.54
132-0-251-245	EVANS PAMELA	1,897.54
132-0-251-255	WHIPP JOHN & ANNE	1,897.54
132-0-251-265	PIERCE PATRIC A	1,897.54
132-0-251-275	QUINTANA CYNTHIA	1,897.54
132-0-251-285	THIBODO JAMES S & PAMELA L TR	1,897.54
132-0-251-295	FLORES PAUL M & MYNATT JASON E	1,897.54
132-0-251-305	CHAMBERS PATRICK S & VERONICA	1,897.54
132-0-251-315	MONTOYA LORI & ISAAC ENCARNACION	1,897.54
132-0-251-325	DAVIS RYAN W	2,616.30
132-0-251-335	BAKER TERRENCE & JERE J	2,616.30
132-0-251-345	CHASE ADAM S & CATIE	2,616.30
132-0-251-355	MCWORTER KATHY	2,616.30
132-0-251-365	AGS MARKET STREET LLC	2,437.32
132-0-251-375	AGS MARKET STREET LLC	2,076.54
132-0-251-385	AGS MARKET STREET LLC	2,076.54
132-0-251-395	AGS MARKET STREET LLC	2,437.32
132-0-251-405	PERGESON GARY A & KARLETTA R	2,076.54
132-0-251-415	ADAMS ANA S	2,076.54
132-0-251-425	JOHNSON NORMA S	2,437.32
132-0-251-435	PHAM VINCENT A	2,437.32
132-0-251-445	GLEASON MICHAEL R & LAUREEN A	2,076.54
132-0-251-455	BERHANE YONATAN & FESSHAZION SAF	2,437.32
132-0-251-465	VORHIS AARON & SARAH	2,437.32
132-0-251-475	BANALES MARTIN & PRADO BRENDA	2,076.54
132-0-251-485	GARZON MARIA A	2,437.32
132-0-251-495	AVLIA JESUS & CRAIG SAMANTHA E	2,437.32
132-0-251-505	CANTALUPO JOHNATHAN & GARCIA DEE	2,076.54
132-0-251-515	MAYER MARK & MOONEY JENNIFER L	2,076.54
132-0-251-525	DERAS CARLOS & MARIBEL	2,437.32
132-0-251-535	KRISCHER GORDON E & SHARON TR	2,437.32
132-0-251-545	GIGLIO JESSE & AMY	2,076.54

Parcel No.	Owner	Levy Amount
133-0-230-425	NICHOLS CARMEN	2,437.32
133-0-230-435	FULLER ROGER A & ANGELA S	2,616.30
133-0-241-015	AGS LAND HOLDINGS I LP	620.92
133-0-241-025	AGS LAND HOLDINGS I LP	560.68
133-0-241-035	AGS LAND HOLDINGS I LP	577.80
133-0-241-045	AGS LAND HOLDINGS I LP	549.72
133-0-241-055	AGS LAND HOLDINGS I LP	551.10
133-0-241-065	AGS LAND HOLDINGS I LP	577.80
133-0-241-075	AGS LAND HOLDINGS I LP	548.36
133-0-241-085	AGS LAND HOLDINGS I LP	577.80
133-0-241-095	AGS LAND HOLDINGS I LP	1,078.24
133-0-241-105	AGS LAND HOLDINGS I LP	907.10
133-0-241-115	AGS LAND HOLDINGS I LP	607.92
133-0-241-125	AGS LAND HOLDINGS I LP	579.86
133-0-241-135	AGS LAND HOLDINGS I LP	590.12
133-0-241-145	AGS LAND HOLDINGS I LP	755.12
133-0-241-155	AGS LAND HOLDINGS I LP	919.42
133-0-241-165	AGS LAND HOLDINGS I LP	570.96
133-0-241-175	AGS LAND HOLDINGS I LP	546.30
133-0-241-185	AGS LAND HOLDINGS I LP	546.30
133-0-241-195	AGS LAND HOLDINGS I LP	571.64
133-0-241-205	AGS LAND HOLDINGS I LP	547.00
133-0-241-215	AGS LAND HOLDINGS I LP	547.68
133-0-241-225	AGS LAND HOLDINGS I LP	686.64
133-0-242-015	AGS LAND HOLDINGS I LP	551.10
133-0-242-025	AGS LAND HOLDINGS I LP	648.32
133-0-242-035	AGS LAND HOLDINGS I LP	614.76
133-0-242-045	AGS LAND HOLDINGS I LP	545.62
133-0-242-055	AGS LAND HOLDINGS I LP	582.60
133-0-243-015	AGS LAND HOLDINGS I LP	760.58
133-0-243-025	AGS LAND HOLDINGS I LP	769.48
133-0-243-035	AGS LAND HOLDINGS I LP	769.48
133-0-243-045	AGS LAND HOLDINGS I LP	769.48
133-0-243-055	AGS LAND HOLDINGS I LP	769.48
133-0-243-065	AGS LAND HOLDINGS I LP	769.48
133-0-243-085	AGS LAND HOLDINGS I LP	769.48
133-0-243-095	AGS LAND HOLDINGS I LP	1,091.94
133-0-243-105	AGS LAND HOLDINGS I LP	1,288.42
133-0-243-115	AGS LAND HOLDINGS I LP	770.18
133-0-243-125	AGS LAND HOLDINGS I LP	770.18
133-0-243-135	AGS LAND HOLDINGS I LP	770.18
133-0-243-145	AGS LAND HOLDINGS I LP	770.18
133-0-243-155	AGS LAND HOLDINGS I LP	770.18
133-0-243-165	AGS LAND HOLDINGS I LP	761.26
133-0-244-015	AGS LAND HOLDINGS I LP	738.68
133-0-244-025	AGS LAND HOLDINGS I LP	738.68
133-0-244-035	AGS LAND HOLDINGS I LP	738.68
133-0-244-045	AGS LAND HOLDINGS I LP	748.26
133-0-244-055	AGS LAND HOLDINGS I LP	797.56
133-0-244-065	AGS LAND HOLDINGS I LP	769.48
133-0-244-075	AGS LAND HOLDINGS I LP	769.48
133-0-244-085	AGS LAND HOLDINGS I LP	769.48
133-0-245-015	AGS LAND HOLDINGS I LP	763.32
133-0-245-025	AGS LAND HOLDINGS I LP	763.32
133-0-245-035	AGS LAND HOLDINGS I LP	763.32
133-0-245-045	AGS LAND HOLDINGS I LP	763.32
133-0-245-055	AGS LAND HOLDINGS I LP	763.32
133-0-245-065	AGS LAND HOLDINGS I LP	763.32
133-0-245-075	AGS LAND HOLDINGS I LP	736.62

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CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
132-0-251-555	MILLER STEPHAN J & KELLI J	2,437.32
132-0-251-565	AHMED MOHAMED & JOHNSON AMANDA	2,437.32
132-0-251-575	GONZALEZ ELIZABETH	2,076.54
132-0-251-585	OROZCODIAZ SERGIO E	2,437.32
132-0-251-595	NOJADERA ALLAN & GERALDINE	2,437.32
132-0-251-605	PILLADO LORETTA M	2,076.54
132-0-251-615	CLARK MICHAEL & KATHARINE	2,076.54
132-0-251-625	VIRI AQUILINO G & ZENAIDA T & VIRI JAY	2,437.32
132-0-251-635	MISHOU MICHAEL C & VERONICA A	2,437.32
132-0-251-645	THRIFT KRISTI D	2,437.32
132-0-251-655	AGS MARKET STREET LLC	382.00
132-0-251-665	AGS MARKET STREET LLC	382.00
132-0-251-675	AGS MARKET STREET LLC	382.00
132-0-251-685	AGS MARKET STREET LLC	382.00
132-0-252-015	GASPERIK DAVID & PETERSON DANA J	1,897.54
132-0-252-025	FOLEY CHRISTOPHER	1,897.54
132-0-252-035	O QUINN RALYN	1,897.54
132-0-252-045	LEAVER JOHN & MELISSA	1,897.54
132-0-252-055	PRO VALUE PROPERTIES INC	1,897.54
132-0-252-065	CRUZ NICHOLAS L & DUNLAP SARA	1,897.54
132-0-252-075	MUNOZ ANABEL H & DOOLING JAMES C	1,897.54
132-0-252-085	CHAI KENICHI	1,897.54
132-0-252-095	BOSCH MATTHEW & STEWART ASHLEY	1,897.54
132-0-252-105	MINNOCK JAMES & KRISTEL	1,897.54
132-0-252-115	THROCKMORTON RICHARD & PHYLLIS	1,897.54
132-0-252-125	NELSEN STEVE & CHRISTINA	1,897.54
132-0-252-135	HOYLE MARK B	1,897.54
132-0-252-145	SELLING WILLIAM B	1,897.54
132-0-252-155	DOYLE GWYNNETH L	1,897.54
132-0-252-165	SANCHEZ JESS N & CRISANTA J	1,897.54
132-0-252-175	BAC HOME LOANS SRVG LP	1,897.54
132-0-252-185	PEREZ OSCAR & PAUL & PEREZ FRANCII	1,897.54
132-0-252-195	ISHIKAWA YUKO	1,897.54
132-0-252-205	WALSH RYAN F & KATHRYN	1,897.54
132-0-252-215	MIRANDA JAIME A & NATALLY	1,897.54
132-0-252-225	PORTER ERIC S & MELISSA	1,897.54
132-0-252-235	VILLOTE VICENTE C & FE T	1,897.54
132-0-252-245	MALONE TIM & KAITLIN	1,897.54
132-0-252-255	MESSER GLEN & ANGELA	1,897.54
132-0-252-265	SMITH AMY E TR	1,897.54
132-0-252-275	DAIGLER GARY D	1,897.54
132-0-252-285	PEARCE SHANNON L	1,897.54
132-0-252-295	SEGURA VICTORIANO & ZAMORA YVONI	1,897.54
132-0-252-305	MCMAHAN TORY & BEENA	1,897.54
132-0-252-315	MARTINEZ CARLOS & GARCIA YOLANDA	1,897.54
132-0-252-325	WILLIAMS KENNA L	1,897.54
132-0-252-335	WELLING DONALD R	1,897.54
132-0-252-345	SOLITAIRE JAMES & MONICA	1,897.54
132-0-252-355	OOSTDYK AARON J	1,897.54
132-0-252-365	LOOBY JOHN J & MATTSON & LOOBY KR	1,897.54
132-0-252-375	KNIGHT BRANDON & BROOKE	1,897.54
132-0-252-385	GUERRERO RICHARD & ELAINE	1,897.54
132-0-252-395	GRUBER STEVEN M & ESTHER M & GRUI	1,897.54
132-0-252-405	RODRIGUEZ LUZ & SANDRA	1,897.54
132-0-252-415	HUFF WANDA	1,897.54
132-0-252-425	MASON DENISE K	1,897.54
132-0-252-435	PYFROM CHARLES & BUNN MICHELLE	1,897.54
132-0-252-445	PEREZ MARCO A & NICOLAS A	1,897.54
132-0-252-455	GRAY DANIEL P & TRICIA	1,897.54
133-0-245-085	AGS LAND HOLDINGS I LP	736.62
133-0-245-095	AGS LAND HOLDINGS I LP	736.62
133-0-245-105	AGS LAND HOLDINGS I LP	736.62
133-0-245-115	AGS LAND HOLDINGS I LP	736.62
133-0-245-125	AGS LAND HOLDINGS I LP	736.62
133-0-245-135	AGS LAND HOLDINGS I LP	961.86
133-0-245-145	AGS LAND HOLDINGS I LP	1,076.18
133-0-245-155	AGS LAND HOLDINGS I LP	736.62
133-0-245-165	AGS LAND HOLDINGS I LP	736.62
133-0-245-175	AGS LAND HOLDINGS I LP	736.62
133-0-245-185	AGS LAND HOLDINGS I LP	736.62
133-0-245-195	AGS LAND HOLDINGS I LP	736.62
133-0-245-215	AGS LAND HOLDINGS I LP	764.70
133-0-245-225	AGS LAND HOLDINGS I LP	764.70
133-0-245-235	AGS LAND HOLDINGS I LP	764.70
133-0-245-245	AGS LAND HOLDINGS I LP	736.62
133-0-245-255	AGS LAND HOLDINGS I LP	736.62
133-0-245-265	AGS LAND HOLDINGS I LP	736.62
133-0-246-035	AGS LAND HOLDINGS I LP	772.22
133-0-246-045	AGS LAND HOLDINGS I LP	772.22
133-0-246-055	AGS LAND HOLDINGS I LP	772.22
133-0-246-065	AGS LAND HOLDINGS I LP	772.22
133-0-246-075	AGS LAND HOLDINGS I LP	772.22
133-0-246-085	AGS LAND HOLDINGS I LP	772.22
133-0-246-095	AGS LAND HOLDINGS I LP	772.22
133-0-246-105	AGS LAND HOLDINGS I LP	772.22
133-0-246-115	AGS LAND HOLDINGS I LP	772.22
133-0-246-125	AGS LAND HOLDINGS I LP	772.22
133-0-246-135	AGS LAND HOLDINGS I LP	772.22
133-0-246-145	AGS LAND HOLDINGS I LP	772.22
133-0-251-015	CORONA RIVER PARK LLC	912.56
133-0-251-025	CORONA RIVER PARK LLC	765.38
133-0-251-035	CORONA RIVERPARK LLC	765.38
133-0-251-045	CORONA RIVERPARK LLC	765.38
133-0-251-055	CORONA RIVERPARK LLC	765.38
133-0-251-065	CORONA RIVERPARK LLC	939.26
133-0-251-075	AGS LAND HOLDINGS I LP	611.34
133-0-251-085	AGS LAND HOLDINGS I LP	540.14
133-0-251-095	AGS LAND HOLDINGS I LP	540.14
133-0-251-105	AGS LAND HOLDINGS I LP	540.14
133-0-251-115	AGS LAND HOLDINGS I LP	611.34
133-0-251-125	CORONA RIVERPARK LLC	966.66
133-0-251-135	CORONA RIVERPARK LLC	766.06
133-0-251-145	CORONA RIVERPARK LLC	766.06
133-0-251-155	CORONA RIVERPARK LLC	766.06
133-0-251-165	CORONA RIVER PARK LLC	766.06
133-0-251-175	CORONA RIVER PARK LLC	957.76
133-0-251-185	AGS LAND HOLDINGS I LP	701.02
133-0-251-195	AGS LAND HOLDINGS I LP	618.88
133-0-251-205	AGS LAND HOLDINGS I LP	619.56
133-0-251-215	AGS LAND HOLDINGS I LP	629.14
133-0-251-225	AGS LAND HOLDINGS I LP	737.32
133-0-252-015	AGS LAND HOLDINGS I LP	759.90
133-0-252-025	AGS LAND HOLDINGS I LP	550.42
133-0-252-035	AGS LAND HOLDINGS I LP	549.72
133-0-252-045	AGS LAND HOLDINGS I LP	569.58
133-0-252-055	AGS LAND HOLDINGS I LP	554.52
133-0-252-065	AGS LAND HOLDINGS I LP	548.36
133-0-252-075	AGS LAND HOLDINGS I LP	551.10

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
132-0-252-465	BOUCHAN MARIA T & OZUNA GABRIEL	1,897.54
132-0-252-475	RICHARDSON JEFFREY R	2,437.32
132-0-252-485	MACMAHON DANNY & JEREMIAH	2,076.54
132-0-252-495	WRIGHT JOHN P & TODD ELIZABETH K	2,076.54
132-0-252-505	ALCOVA JIMMY P & ESTELA	2,437.32
132-0-252-515	SALTEE JOHN JR & REBECCA	2,437.32
132-0-252-525	HERNANDEZ DENNIS S & LILY A	2,076.54
132-0-252-535	CANTU JOHN & REBECCA	2,437.32
132-0-260-015	HOIL MARCOS & HERRERA DORA M	1,897.54
132-0-260-025	PEREZ GABRIEL & MARITES V	1,897.54
132-0-260-035	AVILA MARICEL	1,897.54
132-0-260-045	HERNANDEZ JESUS H & MARTHA E	1,897.54
132-0-260-055	CAHUANTZI JENIFFER & CRYSTAL D	1,897.54
132-0-260-065	CRUZ CYNTHIA G D L	1,897.54
132-0-260-075	MARTINEZ MOSES & RACHEL	1,897.54
132-0-260-085	WREESMAN DANIEL J & CLEMMONS KRI	1,897.54
132-0-260-095	VASQUEZ ERIC V	1,897.54
132-0-260-105	DAYRIT ROMEO P & JENNIFER P	1,897.54
132-0-260-115	JEWELL LARRY L & DEBRA R	1,897.54
132-0-260-125	BISWAS SUGATA & LAURA S	1,897.54
132-0-260-135	LIGETI CYNTHIA	1,897.54
132-0-260-145	JUAREZ RICK	1,897.54
132-0-260-155	LERETTE JARROD C & QUINTERO ROSAI	1,897.54
132-0-260-165	JONES CARLY	1,897.54
132-0-260-175	VILLEGAS ROBERT A & MARIA T F	1,897.54
132-0-260-185	LEFEBVRE PAUL F & JAMOND ELIZABETI	1,897.54
132-0-260-195	HALL CHARLES L	2,616.30
132-0-260-205	MITCHELL DAVID M JR & VEA JINGLE	2,616.30
132-0-260-215	WEY CHERYL	2,616.30
132-0-260-225	WEBER WILLIAM A TR	2,616.30
132-0-260-235	BROWN SCOTT	2,616.30
132-0-260-245	ZOTTOLA GLENN P & DIANA J TR	2,616.30
132-0-260-255	JONES-CATHCART ANDREW	2,616.30
132-0-260-265	NGUYEN TRUONG	2,616.30
132-0-260-275	HOSTETTER STEPHEN	2,616.30
132-0-260-285	HA MATTHEW	2,616.30
132-0-260-295	JACK DAVID & TARRA	2,616.30
132-0-260-305	DIAZ RONNIE R	2,616.30
132-0-260-315	LWBH HOLDINGS LLC	2,616.30
132-0-260-355	TALLMAN KIM & MERCEDES	2,616.30
132-0-260-365	RIGONAN NESTOR M & CORVELITA S	2,616.30
132-0-260-375	WICKMAN BERNARD R & MAXWELL & WI	2,616.30
132-0-260-385	BURCHFIELD KI S TR	2,616.30
132-0-260-395	MENDOZA ROBERT & DAVIS CHRISTOPH	2,616.30
132-0-260-405	VAN DE BURGT JOSEPH & NOORT ELIZ/	2,616.30
132-0-260-415	RUST GERALD H & ROSANNE L	2,616.30
132-0-260-425	HONEA CHARLES R	2,616.30
132-0-260-435	MAIER CHRISTIE	2,616.30
132-0-260-445	DAO MICHAEL	2,616.30
132-0-260-455	LAWHEED SEAN & GRIFFITHS LINDSEY	2,616.30
132-0-260-465	DOZIER ORLANDO	2,616.30
132-0-260-475	DEMARRE WALTER L & AMELIA T	2,616.30
132-0-260-485	WALSH ANN M	2,616.30
132-0-260-495	KALLA JANOS M & ACKERMAN & KALLA L	2,616.30
132-0-260-505	RIVERPARK A LLC	1,601.96
132-0-260-515	CORONA RIVERPARK LLC	887.24
132-0-260-525	CORONA RIVERPARK LLC	755.12
132-0-260-535	CORONA RIVERPARK LLC	479.22
132-0-260-545	CORONA RIVERPARK LLC	479.22

Parcel No.	Owner	Levy Amount
133-0-252-085	AGS LAND HOLDINGS I LP	550.42
133-0-252-095	AGS LAND HOLDINGS I LP	562.74
133-0-252-105	AGS LAND HOLDINGS I LP	552.46
133-0-252-115	AGS LAND HOLDINGS I LP	549.72
133-0-252-125	AGS LAND HOLDINGS I LP	551.10
133-0-252-135	AGS LAND HOLDINGS I LP	550.42
133-0-252-145	AGS LAND HOLDINGS I LP	554.52
133-0-252-155	AGS LAND HOLDINGS I LP	552.46
133-0-252-165	AGS LAND HOLDINGS I LP	548.36
133-0-252-175	AGS LAND HOLDINGS I LP	548.36
133-0-252-185	AGS LAND HOLDINGS I LP	553.16
133-0-252-195	AGS LAND HOLDINGS I LP	549.04
133-0-252-205	AGS LAND HOLDINGS I LP	547.68
133-0-252-215	AGS LAND HOLDINGS I LP	546.30
133-0-252-225	AGS LAND HOLDINGS I LP	547.00
133-0-252-235	AGS LAND HOLDINGS I LP	729.10
133-0-252-245	AGS LAND HOLDINGS I LP	759.90
133-0-252-255	AGS LAND HOLDINGS I LP	623.66
133-0-252-265	AGS LAND HOLDINGS I LP	613.40
133-0-252-275	AGS LAND HOLDINGS I LP	613.40
133-0-252-285	AGS LAND HOLDINGS I LP	705.14
133-0-253-015	AGS LAND HOLDINGS I LP	918.04
133-0-253-025	AGS LAND HOLDINGS I LP	738.68
133-0-253-035	AGS LAND HOLDINGS I LP	738.68
133-0-253-045	AGS LAND HOLDINGS I LP	738.68
133-0-253-055	AGS LAND HOLDINGS I LP	738.68
133-0-253-065	AGS LAND HOLDINGS I LP	738.68
133-0-253-075	AGS LAND HOLDINGS I LP	738.68
133-0-253-085	AGS LAND HOLDINGS I LP	738.68
133-0-253-095	AGS LAND HOLDINGS I LP	769.48
133-0-253-105	AGS LAND HOLDINGS I LP	769.48
133-0-253-115	AGS LAND HOLDINGS I LP	769.48
133-0-253-125	AGS LAND HOLDINGS I LP	769.48
133-0-253-135	AGS LAND HOLDINGS I LP	769.48
133-0-253-145	AGS LAND HOLDINGS I LP	769.48
133-0-253-155	AGS LAND HOLDINGS I LP	944.74
133-0-254-015	AGS LAND HOLDINGS I LP	804.40
133-0-254-025	AGS LAND HOLDINGS I LP	763.32
133-0-254-035	AGS LAND HOLDINGS I LP	763.32
133-0-254-045	AGS LAND HOLDINGS I LP	763.32
133-0-254-055	AGS LAND HOLDINGS I LP	763.32
133-0-254-065	AGS LAND HOLDINGS I LP	763.32
133-0-254-075	AGS LAND HOLDINGS I LP	736.62
133-0-254-085	AGS LAND HOLDINGS I LP	736.62
133-0-254-095	AGS LAND HOLDINGS I LP	736.62
133-0-254-105	AGS LAND HOLDINGS I LP	736.62
133-0-254-115	AGS LAND HOLDINGS I LP	736.62
133-0-254-125	AGS LAND HOLDINGS I LP	736.62
133-0-254-135	AGS LAND HOLDINGS I LP	747.58
133-0-255-015	AGS LAND HOLDINGS I LP	772.22
133-0-255-025	AGS LAND HOLDINGS I LP	772.22
133-0-255-035	AGS LAND HOLDINGS I LP	772.22
133-0-260-025	AGS LAND HOLDINGS I LP	613.40
133-0-260-035	AGS LAND HOLDINGS I LP	540.14
133-0-260-045	AGS LAND HOLDINGS I LP	541.52
133-0-260-055	AGS LAND HOLDINGS I LP	541.52
133-0-260-065	AGS LAND HOLDINGS I LP	613.40
133-0-260-075	CORONA RIVERPARK LLC	873.54
133-0-260-085	CORONA RIVERPARK LLC	763.32

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CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
132-0-271-015	CORONA RIVERPARK LLC	256.04
132-0-271-025	CORONA RIVERPARK LLC	256.04
132-0-271-035	CORONA RIVERPARK LLC	256.04
132-0-271-045	CORONA RIVERPARK LLC	256.04
132-0-271-055	CORONA RIVERPARK LLC	256.04
132-0-271-065	CORONA RIVERPARK LLC	256.04
132-0-271-075	CORONA RIVERPARK LLC	256.04
132-0-271-085	CORONA RIVERPARK LLC	1,897.54
132-0-271-095	CORONA RIVERPARK LLC	1,897.54
132-0-271-105	CORONA RIVERPARK LLC	1,897.54
132-0-271-115	CORONA RIVERPARK LLC	1,897.54
132-0-271-125	CORONA RIVERPARK LLC	1,897.54
132-0-271-135	CORONA RIVERPARK LLC	1,897.54
132-0-271-145	CORONA RIVERPARK LLC	1,897.54
132-0-271-155	HAMILTON DENNIS A & VICTORIA A	1,897.54
132-0-271-165	MALEJEWSKI MARIUSZ & MALEJEWSKA I	1,897.54
132-0-271-175	KARIJANTO MARTHA	1,897.54
132-0-271-185	LUEVANO ANTHONY C & LISA A	1,897.54
132-0-271-195	LORENTZEN MARTIN G & SHARON TR	1,897.54
132-0-271-205	HUNT LEWIS R & ERODIA A	1,897.54
132-0-271-215	PRADO JOSE M F	1,897.54
132-0-271-225	CORONA RIVERPARK LLC	256.04
132-0-271-235	CORONA RIVERPARK LLC	256.04
132-0-271-245	CORONA RIVERPARK LLC	256.04
132-0-271-255	CORONA RIVERPARK LLC	256.04
132-0-271-265	CORONA RIVERPARK LLC	256.04
132-0-271-275	CORONA RIVERPARK LLC	256.04
132-0-271-285	AGS MARKET STREET LLC	2,437.32
132-0-271-295	AGS MARKET STREET LLC	2,437.32
132-0-271-305	AGS MARKET STREET LLC	2,437.32
132-0-271-315	AGS MARKET STREET LLC	2,437.32
132-0-271-325	AGS MARKET STREET LLC	447.04
132-0-271-335	AGS MARKET STREET LLC	447.04
132-0-271-345	AGS MARKET STREET LLC	447.04
132-0-271-355	AGS MARKET STREET LLC	447.04
132-0-271-365	AGS MARKET STREET LLC	447.04
132-0-271-375	AGS MARKET STREET LLC	447.04
132-0-271-385	AGS MARKET STREET LLC	447.04
132-0-271-395	AGS MARKET STREET LLC	447.04
132-0-271-405	AGS MARKET STREET LLC	447.04
132-0-271-415	AGS MARKET STREET LLC	447.04
132-0-271-425	AGS MARKET STREET LLC	447.04
132-0-271-435	AGS MARKET STREET LLC	447.04
132-0-271-445	AGS MARKET STREET LLC	447.04
132-0-271-455	AGS MARKET STREET LLC	447.04
132-0-271-465	AGS MARKET STREET LLC	447.04
132-0-271-475	AGS MARKET STREET LLC	447.04
132-0-271-485	AGS MARKET STREET LLC	447.04
132-0-271-495	AGS MARKET STREET LLC	447.04
132-0-271-505	AGS MARKET STREET LLC	447.04
132-0-271-515	AGS MARKET STREET LLC	447.04
132-0-271-525	AGS MARKET STREET LLC	447.04
132-0-271-535	AGS MARKET STREET LLC	447.04
132-0-271-545	AGS MARKET STREET LLC	447.04
132-0-271-555	AGS MARKET STREET LLC	447.04
132-0-271-565	AGS MARKET STREET LLC	447.04
132-0-271-575	AGS MARKET STREET LLC	447.04
132-0-271-585	AGS MARKET STREET LLC	447.04
132-0-271-595	AGS MARKET STREET LLC	447.04

Parcel No.	Owner	Levy Amount
133-0-260-095	CORONA RIVERPARK LLC	763.32
133-0-260-105	CORONA RIVERPARK LLC	763.32
133-0-260-115	CORONA RIVER PARK LLC	763.32
133-0-260-125	CORONA RIVER PARK LLC	1,070.02
133-0-260-135	AGS LAND HOLDINGS I LP	737.32
133-0-260-145	AGS LAND HOLDINGS I LP	655.84
133-0-260-155	AGS LAND HOLDINGS I LP	655.84
133-0-260-165	AGS LAND HOLDINGS I LP	655.84
133-0-260-175	AGS LAND HOLDINGS I LP	755.12
133-0-260-185	CORONA RIVER PARK LLC	1,016.62
133-0-260-195	CORONA RIVER PARK LLC	761.96
133-0-260-205	CORONA RIVERPARK LLC	761.96
133-0-260-215	CORONA RIVERPARK LLC	761.96
133-0-260-225	CORONA RIVERPARK LLC	761.96
133-0-260-235	CORONA RIVERPARK LLC	1,002.94
133-0-260-245	AGS LAND HOLDINGS I LP	604.50
133-0-260-255	AGS LAND HOLDINGS I LP	534.66
133-0-260-265	AGS LAND HOLDINGS I LP	537.40
133-0-260-275	AGS LAND HOLDINGS I LP	537.40
133-0-260-285	AGS LAND HOLDINGS I LP	613.40
133-0-260-295	AGS LAND HOLDINGS I LP	633.26
133-0-260-305	AGS LAND HOLDINGS I LP	537.40
133-0-260-315	AGS LAND HOLDINGS I LP	537.40
133-0-260-325	AGS LAND HOLDINGS I LP	537.40
133-0-260-335	AGS LAND HOLDINGS I LP	587.38
133-0-260-345	CORONA RIVERPARK LLC	825.62
133-0-260-355	CORONA RIVERPARK LLC	748.94
133-0-260-365	CORONA RIVERPARK LLC	748.94
133-0-260-375	CORONA RIVERPARK LLC	748.94
133-0-260-385	CORONA RIVERPARK LLC	748.94
133-0-260-395	CORONA RIVERPARK LLC	748.94
133-0-260-405	CORONA RIVERPARK LLC	748.94
133-0-260-415	CORONA RIVERPARK LLC	748.94
133-0-260-425	CORONA RIVERPARK LLC	1,061.82
133-0-260-435	AGS LAND HOLDINGS I LP	764.70
133-0-260-445	AGS LAND HOLDINGS I LP	680.48
133-0-260-455	AGS LAND HOLDINGS I LP	679.12
133-0-260-465	AGS LAND HOLDINGS I LP	661.32
133-0-260-475	AGS LAND HOLDINGS I LP	748.94
133-0-260-485	CORONA RIVERPARK LLC	1,074.82
133-0-260-495	CORONA RIVERPARK LLC	751.00
133-0-260-505	CORONA RIVERPARK LLC	751.00
133-0-260-515	CORONA RIVERPARK LLC	751.00
133-0-260-525	CORONA RIVERPARK LLC	751.00
133-0-260-535	CORONA RIVERPARK LLC	751.00
133-0-260-545	CORONA RIVERPARK LLC	751.00
133-0-260-555	CORONA RIVERPARK LLC	751.00
133-0-260-565	CORONA RIVERPARK LLC	883.14
133-0-271-015	CORONA RIVERPARK LLC	888.60
133-0-271-025	CORONA RIVERPARK LLC	751.00
133-0-271-035	CORONA RIVERPARK LLC	751.00
133-0-271-045	CORONA RIVERPARK LLC	751.00
133-0-271-055	CORONA RIVERPARK LLC	751.00
133-0-271-065	CORONA RIVERPARK LLC	751.00
133-0-271-075	CORONA RIVERPARK LLC	751.00
133-0-271-085	CORONA RIVERPARK LLC	751.00
133-0-271-095	CORONA RIVERPARK LLC	751.00
133-0-271-105	CORONA RIVERPARK LLC	751.00
133-0-271-115	CORONA RIVERPARK LLC	751.00

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
132-0-271-605	AGS MARKET STREET LLC	447.04
132-0-271-615	AGS MARKET STREET LLC	447.04
132-0-272-015	CORONA RIVERPARK LLC	378.52
132-0-272-025	CORONA RIVERPARK LLC	378.52
132-0-272-035	CORONA RIVERPARK LLC	378.52
132-0-272-045	CORONA RIVERPARK LLC	378.52
132-0-272-055	CORONA RIVERPARK LLC	378.52
132-0-272-065	CORONA RIVERPARK LLC	378.52
132-0-272-075	CORONA RIVERPARK LLC	354.38
132-0-272-085	CORONA RIVERPARK LLC	354.38
132-0-272-095	CORONA RIVERPARK LLC	354.38
132-0-272-105	CORONA RIVERPARK LLC	354.38
132-0-272-115	CORONA RIVERPARK LLC	354.38
132-0-272-125	CORONA RIVERPARK LLC	354.38
132-0-272-135	CORONA RIVERPARK LLC	378.52
132-0-272-145	CORONA RIVERPARK LLC	378.52
132-0-272-155	CORONA RIVERPARK LLC	378.52
132-0-272-165	CORONA RIVERPARK LLC	378.52
132-0-272-175	CORONA RIVERPARK LLC	378.52
132-0-272-185	CORONA RIVERPARK LLC	378.52
132-0-272-195	CORONA RIVERPARK LLC	378.52
132-0-272-205	CORONA RIVERPARK LLC	378.52
132-0-272-215	CORONA RIVERPARK LLC	378.52
132-0-272-225	CORONA RIVERPARK LLC	378.52
132-0-272-235	CORONA RIVERPARK LLC	378.52
132-0-272-245	CORONA RIVERPARK LLC	354.38
132-0-272-255	CORONA RIVERPARK LLC	354.38
132-0-272-265	CORONA RIVERPARK LLC	354.38
132-0-272-275	CORONA RIVERPARK LLC	354.38
132-0-272-285	CORONA RIVERPARK LLC	354.38
132-0-272-295	CORONA RIVERPARK LLC	354.38
132-0-272-305	CORONA RIVERPARK LLC	354.38
132-0-272-315	CORONA RIVERPARK LLC	354.38
132-0-272-325	CORONA RIVERPARK LLC	354.38
132-0-272-335	CORONA RIVERPARK LLC	354.38
132-0-272-345	CORONA RIVERPARK LLC	354.38
132-0-272-355	CORONA RIVERPARK LLC	2,273.56
132-0-272-375	GOYTIA & MILLER SUSANA & BAUTISTA F	2,437.32
132-0-272-385	STROSKI NATHAN D & HALEY J	2,076.54
132-0-272-395	ZHENG RENSHENG & YU WEI	2,437.32
132-0-272-405	BUHAIN KRISTINE	2,437.32
132-0-272-415	WU TAO & CHEN WENJING	2,076.54
132-0-272-425	IP RANDY	2,076.54
132-0-272-435	SPURGEON VANESSA	2,437.32
132-0-272-445	CORONA RIVERPARK LLC	1,643.04
132-0-272-455	CORONA RIVERPARK LLC	1,869.64
132-0-280-015	AMASON STEVEN R JR	1,897.54
132-0-280-025	MONTOYA BRIAN & ELIZABETH	1,897.54
132-0-280-035	ROMERO JESS T & JENNIFER C	1,543.74
132-0-280-045	UNIDAD DENNIS R & CONSUELO R	1,543.74
132-0-280-055	SCHNEIDER JON & RAMIREZ ARTHUR	1,897.54
132-0-280-065	HATCHER ASHLEY & HOUGHTON ROBEF	1,897.54
132-0-280-075	ARCHER ASHLEY	1,897.54
132-0-280-085	ROSAS JOSE	1,897.54
132-0-280-095	LOPEZ ARTHUR R & JODI TR	1,543.74
132-0-280-105	RODRIGUEZ RAMON	1,543.74
132-0-280-115	DAVIDSON RICHARD & JOSETTE	1,897.54
132-0-280-125	BAEZ RITA C	1,897.54
132-0-280-135	HALES NISSA	1,897.54
133-0-271-125	CORONA RIVERPARK LLC	751.00
133-0-271-135	CORONA RIVERPARK LLC	751.00
133-0-271-145	CORONA RIVERPARK LLC	751.00
133-0-271-155	CORONA RIVERPARK LLC	751.00
133-0-271-165	CORONA RIVERPARK LLC	751.00
133-0-271-175	CORONA RIVERPARK LLC	907.78
133-0-271-195	CORONA RIVERPARK LLC	1,255.56
133-0-271-205	CORONA RIVERPARK LLC	904.36
133-0-271-215	CORONA RIVERPARK LLC	798.24
133-0-271-225	CORONA RIVERPARK LLC	746.20
133-0-271-235	CORONA RIVERPARK LLC	748.94
133-0-271-245	CORONA RIVERPARK LLC	748.94
133-0-271-255	CORONA RIVERPARK LLC	748.94
133-0-271-265	CORONA RIVERPARK LLC	748.94
133-0-271-275	CORONA RIVERPARK LLC	748.94
133-0-271-285	CORONA RIVERPARK LLC	748.94
133-0-271-295	CORONA RIVERPARK LLC	748.94
133-0-271-305	CORONA RIVERPARK LLC	748.94
133-0-271-315	CORONA RIVERPARK LLC	748.94
133-0-271-325	CORONA RIVERPARK LLC	748.94
133-0-271-335	CORONA RIVERPARK LLC	748.94
133-0-271-345	CORONA RIVERPARK LLC	855.06
133-0-272-015	CORONA RIVERPARK LLC	935.84
133-0-272-025	CORONA RIVERPARK LLC	761.96
133-0-272-035	CORONA RIVERPARK LLC	757.16
133-0-272-045	CORONA RIVERPARK LLC	757.16
133-0-272-055	CORONA RIVERPARK LLC	757.16
133-0-272-065	CORONA RIVERPARK LLC	757.16
133-0-272-075	CORONA RIVERPARK LLC	1,400.00
133-0-272-085	AGS LAND HOLDINGS I LP	1,111.78
133-0-272-095	AGS LAND HOLDINGS I LP	544.26
133-0-272-105	AGS LAND HOLDINGS I LP	544.26
133-0-272-115	AGS LAND HOLDINGS I LP	540.82
133-0-272-125	AGS LAND HOLDINGS I LP	537.40
133-0-272-135	AGS LAND HOLDINGS I LP	537.40
133-0-272-145	AGS LAND HOLDINGS I LP	662.00
133-0-272-155	CORONA RIVERPARK LLC	1,353.46
133-0-272-165	CORONA RIVERPARK LLC	763.32
133-0-272-175	CORONA RIVERPARK LLC	763.32
133-0-272-185	CORONA RIVERPARK LLC	763.32
133-0-272-195	CORONA RIVERPARK LLC	763.32
133-0-272-205	CORONA RIVERPARK LLC	879.02
133-0-272-215	AGS LAND HOLDINGS I LP	612.72
133-0-272-225	AGS LAND HOLDINGS I LP	542.20
133-0-272-235	AGS LAND HOLDINGS I LP	542.20
133-0-272-245	AGS LAND HOLDINGS I LP	542.20
133-0-272-255	AGS LAND HOLDINGS I LP	613.40
133-0-273-015	CORONA RIVERPARK LLC	1,016.62
133-0-273-025	CORONA RIVERPARK LLC	807.14
133-0-273-035	CORONA RIVERPARK LLC	807.14
133-0-273-045	CORONA RIVERPARK LLC	1,406.16
133-0-273-055	AGS LAND HOLDINGS I LP	881.08
133-0-273-065	AGS LAND HOLDINGS I LP	537.40
133-0-273-075	AGS LAND HOLDINGS I LP	538.78
133-0-273-085	AGS LAND HOLDINGS I LP	537.40
133-0-273-095	AGS LAND HOLDINGS I LP	537.40
133-0-273-105	AGS LAND HOLDINGS I LP	664.74
133-0-273-115	CORONA RIVERPARK LLC	1,455.46
133-0-273-125	CORONA RIVERPARK LLC	919.42

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
132-0-280-145	SOTO JOE & JULIE A	1,897.54
132-0-280-155	DURAN ANTHONY & CEYLINA	1,543.74
132-0-280-165	ANDERSON DANITA S	1,543.74
132-0-280-175	PASKA MICHAEL & RICHARDSON HEATH	1,897.54
132-0-280-185	SALGADO SALVADOR A & LETICIA I	1,897.54
132-0-280-195	JIMENEZ REBECCA	1,897.54
132-0-280-205	AMBRIZ RODRIGO & GUTIERREZ MARISC	1,897.54
132-0-280-215	BOWEN STEVEN & CINDE	1,543.74
132-0-280-225	FEDERAL NATIONAL MTG ASSN	1,543.74
132-0-280-235	STARN CARLY M & STARN CHARLES C &	1,897.54
132-0-280-245	SOLDEVILLA RYAN & DESIREE	1,897.54
132-0-280-275	CORONA RIVERPARK LLC	1,608.80
132-0-280-305	CORONA RIVERPARK LLC	861.22
132-0-280-315	CORONA RIVERPARK LLC	957.76
132-0-280-325	CORONA RIVERPARK LLC	957.76
132-0-280-335	CORONA RIVERPARK LLC	920.10
132-0-290-015	CORONA RIVERPARK LLC	672.96
132-0-290-025	CORONA RIVERPARK LLC	672.96
132-0-290-035	CORONA RIVERPARK LLC	672.96
132-0-290-045	CORONA RIVERPARK LLC	672.96
132-0-290-055	CORONA RIVERPARK LLC	672.96
132-0-290-065	CORONA RIVERPARK LLC	672.96
132-0-290-075	BURGOS LUIS & VERONICA L D	1,897.54
132-0-290-085	LINARES RAUL E & HERNANDEZ STEPHA	1,897.54
132-0-290-095	MILTON BRIAN & BROOKE	1,543.74
132-0-290-105	KAM SUNNY K	1,543.74
132-0-290-115	SPICER MICHAEL & ERICA	1,897.54
132-0-290-125	COOMBES TODD G & HOLLY C	1,897.54
132-0-290-135	MARQUEZ KRISTINE M	1,897.54
132-0-290-145	MARLOW DAVID & VANESSA & MACEN PI	1,897.54
132-0-290-155	ROSE DAWN & CLETA	1,543.74
132-0-290-165	MUNSTER SCOTT & LINDA C	1,543.74
132-0-290-175	MCKARRELL JAMES & KATIE	1,897.54
132-0-290-185	ANDRES ALAN R & REBECCA	1,897.54
132-0-290-195	CORONA RIVERPARK LLC	410.76
132-0-290-205	CORONA RIVERPARK LLC	410.76
132-0-290-215	CORONA RIVERPARK LLC	410.76
132-0-290-225	CORONA RIVERPARK LLC	410.76
132-0-290-235	CORONA RIVERPARK LLC	410.76
132-0-290-245	CORONA RIVERPARK LLC	410.76
132-0-290-275	CORONA RIVERPARK LLC	3,045.78
132-0-290-285	CORONA RIVERPARK LLC	733.20
132-0-290-295	CORONA RIVERPARK LLC	1,198.74
132-0-290-305	CORONA RIVERPARK LLC	1,046.74
132-0-300-015	CORONA RIVERPARK LLC	4,290.40
132-0-300-025	CORONA RIVERPARK LLC	2,144.86
132-0-300-045	CORONA RIVERPARK LLC	4,472.50
132-0-300-055	CORONA RIVERPARK LLC	1,962.74
132-0-310-105	SOCM I LLC	2,622.02
132-0-310-125	SOCM I LLC	20,257.38
132-0-310-135	SOCM I LLC	19,524.84
132-0-310-185	SOCM I LLC	30,574.32
132-0-310-285	SOCM I LLC	3,265.54
132-0-310-295	SOCM I LLC	3,491.46
132-0-310-305	SOCM I LLC	10,927.24
132-0-310-315	SOCM I LLC	96,390.36
132-0-310-355	TARGET CORP	23,952.52
133-0-090-125	STANDARD PACIFIC CORP	3,676.30
133-0-100-025	AGS MERIDIAN LLC	8,948.4[illegible]

Parcel No.	Owner	Levy Amount
133-0-273-135	CORONA RIVERPARK LLC	955.70
133-0-273-145	AGS LAND HOLDINGS I LP	616.82
133-0-273-155	AGS LAND HOLDINGS I LP	541.52
133-0-273-165	AGS LAND HOLDINGS I LP	540.14
133-0-273-175	AGS LAND HOLDINGS I LP	540.82
133-0-273-185	AGS LAND HOLDINGS I LP	606.56
133-0-280-015	PELCZAR DANIEL	1,543.74
133-0-280-025	SMITH MICHAEL M & ELOISE M	2,076.54
133-0-280-035	DUBOUX ROBERT R & ROBIN L	2,076.54
133-0-280-045	NEMEROV MARK & TAMMY	2,076.54
133-0-280-055	PEASE TR	2,076.54
133-0-280-065	VEGA TINA & MARQUEZ LAURENCE & JO'	1,543.74
133-0-280-075	BUFFON BRIAN	1,543.74
133-0-280-085	PERKINS TONY & TRESA	2,076.54
133-0-280-095	HE QUN	2,076.54
133-0-280-105	CASE MICHAEL	1,543.74
133-0-280-115	LINDEN RENEE & LINDEN GEORGE R & M	2,076.54
133-0-280-125	LOVERRO LINDA A	2,076.54
133-0-280-135	AGS MERIDIAN LLC	1,543.74
133-0-280-145	ZHU XIAOFENG	2,076.54
133-0-280-155	AGS MERIDIAN LLC	2,076.54
133-0-280-165	AGS MERIDIAN LLC	1,543.74
133-0-280-175	GONZALES JACOB & GERRISH KELLY	2,076.54
133-0-280-185	AGS MERIDIAN LLC	2,076.54
133-0-280-195	AGS MERIDIAN LLC	2,076.54
133-0-280-205	AGS MERIDIAN LLC	2,076.54
133-0-280-215	AGS MERIDIAN LLC	1,543.74
133-0-280-225	AGS MERIDIAN LLC	1,543.74
133-0-280-235	AGS MERIDIAN LLC	2,076.54
133-0-280-245	AGS MERIDIAN LLC	2,076.54
133-0-290-015	DIPOMA JAMIE	1,543.74
133-0-290-025	MADRID JOSEPH R	1,897.54
133-0-290-035	ZAHAND LISA L	1,543.74
133-0-290-045	MONTANO JOSE L & CABRAL MARGARITA	1,897.54
133-0-290-055	BALLI DOMINIC & EMILY	1,897.54
133-0-290-065	SPALINGER MARK & LESLIE & ELIAS ALAN	1,543.74
133-0-290-075	FABER JOSE R & ANNA C	1,543.74
133-0-290-085	TIBAY GENE PAOLO P & AMBRY B	1,897.54
133-0-290-095	YANG SHILIN	1,543.74
133-0-290-105	GLENN JUSTIN M	1,543.74
133-0-290-115	RUIZ RAFAEL & PATRON MICHELLE	1,897.54
133-0-290-125	ASLEMAND & HUEBNER AZITA	1,543.74
133-0-290-135	RUNYON CHARLES	1,543.74
133-0-290-145	JONES JOSHUA T & NICOLE L	1,897.54
133-0-290-155	BRADLEY KEVIN B	1,543.74
133-0-290-165	DUNNE CHRISTOPHER J	1,897.54
133-0-290-175	MISHINA NATALYA	1,897.54
133-0-290-185	MENDOZA DOMENIC J & LINDA M	1,543.74
133-0-290-195	LETAIEF HASSINE	1,543.74
133-0-290-205	BOLLINGER JANET M	1,897.54
133-0-290-215	NOONE KENNETH E	1,543.74
133-0-290-225	FELDE LINDA	1,543.74
133-0-290-235	GUTIERREZ ERNEST R III	1,897.54
133-0-290-245	BROWN DAVID A	1,543.74
133-0-290-255	AGS MERIDIAN LLC	415.54
133-0-290-265	AGS MERIDIAN LLC	415.54
133-0-290-275	AGS MERIDIAN LLC	415.54
133-0-290-285	AGS MERIDIAN LLC	501.80
133-0-290-295	AGS MERIDIAN LLC	501.80

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount	Parcel No.	Owner	Levy Amount
133-0-100-105	AGS MERIDIAN LLC	2,498.80	133-0-290-305	AGS MERIDIAN LLC	501.80
133-0-100-115	AGS MERIDIAN LLC	1,458.20	133-0-290-315	AGS MERIDIAN LLC	415.54
133-0-110-035	LUK MANWAH & LYNN TR	2,564.34	133-0-290-325	AGS MERIDIAN LLC	415.54
133-0-110-045	JENKINS RONALD & JILLIAN	2,564.34	133-0-290-335	AGS MERIDIAN LLC	415.54
133-0-110-055	TENOLD RICHARD S & AMANDA S	2,262.86	133-0-290-345	AGS MERIDIAN LLC	501.80
133-0-110-065	VILLA RALPH R & RAMIREZ VERONICA	2,262.86	133-0-290-355	AGS MERIDIAN LLC	501.80
133-0-110-075	TISCARENO JASON & KATHERINE D & DL	2,564.34	133-0-290-365	AGS MERIDIAN LLC	501.80
133-0-110-085	JOHNSON ASHLEE V	2,564.34	133-0-290-375	AGS MERIDIAN LLC	501.80
133-0-110-095	FROST DANIEL L	2,564.34	133-0-290-385	AGS MERIDIAN LLC	501.80
133-0-110-105	ALLEN VAIKKO P II & THERRIEN & ALLEN	2,564.34	133-0-290-395	AGS MERIDIAN LLC	501.80
133-0-110-115	FOWLER JACOB & BREANNA I	2,262.86	133-0-290-405	AGS MERIDIAN LLC	415.54
133-0-110-125	FORD AARON C & LOUISA C	2,262.86	133-0-290-415	AGS MERIDIAN LLC	415.54
133-0-110-135	HORNSBY YVONNE	2,564.34	133-0-290-425	AGS MERIDIAN LLC	415.54
133-0-110-145	HARRIS KELLY C	2,564.34	133-0-290-435	AGS MERIDIAN LLC	501.80
133-0-110-155	PINNARO ELAINE TR	2,564.34	133-0-290-445	AGS MERIDIAN LLC	501.80
133-0-110-165	ACEVES JOSE O	2,564.34	133-0-290-455	AGS MERIDIAN LLC	501.80
133-0-110-175	ROHDE JERAD M & NAKIA L	2,262.86	133-0-300-015	STANDARD PACIFIC CORP	2,616.30
133-0-110-185	MARSHALL ROBERT R & KELLY E	2,262.86	133-0-300-025	STANDARD PACIFIC CORP	2,437.32
133-0-110-195	YEOMANS ARTHUR W JR & LINDSEY	2,564.34	133-0-300-035	STANDARD PACIFIC CORP	2,437.32
133-0-110-205	LEGASPI ALFONSO JR & ROMELIA & LEG	2,564.34	133-0-300-045	STANDARD PACIFIC CORP	2,616.30
133-0-110-215	TISCANERO RUDOLF & CYNTHIA A	2,564.34	133-0-300-055	WARRENDER JEFFREY M	2,616.30
133-0-110-225	SALES ORLANDO V & ELENA	2,564.34	133-0-300-065	TONG TAO	2,437.32
133-0-110-235	STANDARD PACIFIC CORP	2,262.86	133-0-300-075	STANDARD PACIFIC CORP	2,437.32
133-0-110-245	STANDARD PACIFIC CORP	2,262.86	133-0-300-085	SANGREN WAYNE B & JANET K	2,616.30
133-0-110-255	STANDARD PACIFIC CORP	2,564.34	133-0-300-095	STANDARD PACIFIC CORP	1,897.54
133-0-110-265	STANDARD PACIFIC CORP	2,564.34	133-0-300-105	RENNIE JEREMY J & BRYANT BRITTANIA I	1,897.54
133-0-110-275	STANDARD PACIFIC CORP	568.90	133-0-300-115	ANDERSON CAINAN & YVETTE	1,897.54
133-0-110-285	STANDARD PACIFIC CORP	546.30	133-0-300-125	STANDARD PACIFIC CORP	1,897.54
133-0-110-295	STANDARD PACIFIC CORP	444.30	133-0-300-135	DUSTMAN REBECCA	1,543.74
133-0-110-305	STANDARD PACIFIC CORP	445.66	133-0-300-145	TRIBBY FRITZ	2,076.54
133-0-110-315	STANDARD PACIFIC CORP	544.26	133-0-300-155	HOPPER DOLORES G	2,076.54
133-0-110-325	STANDARD PACIFIC CORP	487.44	133-0-300-165	BROZIK GERALD	1,543.74
133-0-110-335	STANDARD PACIFIC CORP	487.44	133-0-300-175	STANDARD PACIFIC CORP	1,897.54
133-0-110-345	STANDARD PACIFIC CORP	547.00	133-0-300-185	BUENROSTRO JOE & SHERRYL	1,897.54
133-0-110-355	STANDARD PACIFIC CORP	442.94	133-0-300-195	STANDARD PACIFIC CORP	345.04
133-0-110-365	STANDARD PACIFIC CORP	444.30	133-0-300-205	STANDARD PACIFIC CORP	345.04
133-0-110-375	STANDARD PACIFIC CORP	546.30	133-0-300-215	STANDARD PACIFIC CORP	345.04
133-0-110-385	STANDARD PACIFIC CORP	573.00	133-0-300-225	STANDARD PACIFIC CORP	345.04
133-0-110-395	RIVERPARK B LLC	2,418.00	133-0-300-235	ALLISON DAVID N & ARIAS SUSAN L	1,897.54
133-0-120-015	CORONA RIVERPARK LLC	833.84	133-0-300-245	MACK ROBERT E & ROCCO GAIL F	2,076.54
133-0-120-025	CORONA RIVERPARK LLC	571.64	133-0-300-255	NEVAREZ CAROLE	2,076.54
133-0-120-035	CORONA RIVERPARK LLC	571.64	133-0-300-265	STANDARD PACIFIC CORP	2,076.54
133-0-120-045	CORONA RIVERPARK LLC	571.64	133-0-300-275	STANDARD PACIFIC CORP	2,076.54
133-0-120-055	CORONA RIVERPARK LLC	571.64	133-0-300-285	MCCORMICK KRISTY R	2,076.54
133-0-120-065	CORONA RIVERPARK LLC	571.64	133-0-300-295	KART STUART L & SANDI L TR	1,897.54
133-0-120-075	HAZLETT CINDY	2,564.34	133-0-300-305	STANDARD PACIFIC CORP	345.04
133-0-120-085	DUNN CHRISTOPHER	3,218.34	133-0-300-315	STANDARD PACIFIC CORP	345.04
133-0-120-095	STARNS GEOFFREY L & CHRISTINA	3,218.34	133-0-300-325	STANDARD PACIFIC CORP	345.04
133-0-120-105	EDNANY BAHDAD & ESM ZAD SARA	2,564.34	133-0-300-335	STANDARD PACIFIC CORP	345.04
133-0-120-115	JIMENEZ JESUS M & GLORIA A	3,218.34	133-0-300-345	STANDARD PACIFIC CORP	345.04
133-0-120-125	BUCIO JAIME & SOFIA	2,564.34	133-0-300-355	STANDARD PACIFIC CORP	345.04
133-0-120-135	BAELLY PAUL	3,218.34	133-0-300-365	STANDARD PACIFIC CORP	345.04
133-0-120-145	MEDINA VINCENT & CLAUDIA C	3,218.34	133-0-300-375	STANDARD PACIFIC CORP	345.04
133-0-120-155	CORONA RIVERPARK LLC	559.32	133-0-300-385	STANDARD PACIFIC CORP	345.04
133-0-120-165	CORONA RIVERPARK LLC	1,199.42	133-0-300-395	STANDARD PACIFIC CORP	345.04
133-0-120-175	VO THOMAS	3,218.34	133-0-300-405	STANDARD PACIFIC CORP	1,897.54
133-0-120-185	DAPROZA PILAR N F	2,564.34	133-0-300-415	STANDARD PACIFIC CORP	1,897.54
133-0-120-195	TRIEU PHUOC T & HUYNH NHI T	3,218.34	133-0-300-425	STANDARD PACIFIC CORP	2,076.54
133-0-120-205	RAMBARAN DEOLAL & DAN & RAMBARAN	3,218.34	133-0-300-435	STANDARD PACIFIC CORP	1,543.74

ATTACHMENT 1
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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 5
(RIVERPARK)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
133-0-120-215	POTES JONATHAN C & JULIE A	2,564.34
133-0-120-225	NGUYEN SHAWN D & JENNIFER T	2,564.34
Total	**1,710 Parcels**	**$3,576,920.44**

ATTACHMENT 1
EXHIBIT A
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STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I, DANIEL MARTINEZ, City Clerk of the City of Oxnard, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. ________ of the City Council of the City of Oxnard, that the same was duly and validly adopted on _________, 2012, and that the same has not been amended or repealed.

DATED: __________, 2012

____

Daniel Martinez,
City Clerk of the City of Oxnard

ATTACHMENT 1
EXHIBIT A
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CITY OF
OXNARD
CALIFORNIA

Meeting Date: 06/26/2012

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-12

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

DATE: June 14, 2012

TO: City Council

FROM: Michael More, Financial Services Manager
Finance Department

SUBJECT: **Special Tax Levy for Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange)**

RECOMMENDATION

That City Council, acting as the legislative body of Community Facilities District No. 2000-3 ("CFD No. 2000-3"), adopt a resolution setting a special tax rate within CFD No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2012-2013.

DISCUSSION

On July 24, 2001, City Council adopted Resolution No. 12,019 authorizing bonded indebtedness for CFD No. 2000-3 in the amount not to exceed $15,000,000 to be paid by the levy of a special tax. Government Code Section 53340 requires that, prior to the first time the special tax is levied, the City Council adopt an ordinance setting the special tax rate (which states the maximum rate approved by the voters in the CFD at the time of formation). Thereafter, in each fiscal year, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year. The special tax rate set by resolution each year may be less than the maximum rate set by the ordinance. On April 17, 2001, the City Council adopted Ordinance No. 2570 setting the special tax rate for CFD No. 2000-3.

The attached resolution sets the special tax rate for Fiscal Year 2012-2013 for CFD No. 2000-3. The special tax is used to pay debt service on the CFD No. 2000-3 bonds and to pay expenses related to administration of the district. The total amount of special taxes for CFD No. 2000-3 for FY 2012-2013 is $739,411.98.

FINANCIAL IMPACT

There will be no cost to the general fund from approval of the resolution levying the special taxes for CFD No. 2000-3. Debt service costs and all administrative costs are included in the amount to be collected by the special taxes which are levied against properties located in CFD No. 2000-3.

MJM

Attachment # 1 - Resolution levying the special tax for CFD No. 2000-3 for FY 2012-2013 (Oxnard Boulevard/Highway 101 Interchange)

RESOLUTION NO. ______

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING AS LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2000-3 (OXNARD BOULEVARD/HIGHWAY 101 INTERCHANGE), SETTING THE LEVY OF AN ANNUAL SPECIAL TAX FOR SUCH COMMUNITY FACILITIES DISTRICT FOR FISCAL YEAR 2012-2013

WHEREAS, the CITY COUNCIL of the CITY OF OXNARD, CALIFORNIA (the "City Council"), has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors to authorize the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act") and this Community Facilities District is designated as COMMUNITY FACILITIES DISTRICT NO. 2000-3 (OXNARD BOULEVARD/HIGHWAY 101 INTERCHANGE) (the "District"); and

WHEREAS, the City Council, by the adoption of Ordinance No. 2570 ("Ordinance") as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of special taxes within the District including the Improvement Areas established within such District to finance authorized services; and

WHEREAS, Government Code Section 53340 provides that the City Council may provide, by resolution, for the levy of special taxes in the current tax year at the same rates or at a lower rate than the rate provided for in the Ordinance levying such special taxes, if such resolution is adopted and a certified list of all parcels subject to the special tax levy including the amount of the special tax to be levied on each parcel for the current tax year (the "Certified Parcel List") is timely filed by the clerk or other official designated by the City Council with the Auditor of the County of Ventura (the "County Auditor") on or before August 10th of the applicable tax year; and

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

WHEREAS, the City's Chief Financial Officer has prepared or caused to be prepared a Certified Parcel List;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oxnard, acting as the legislative body of Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange), as follows:

SECTION 1. The above recitals are all true and correct.

SECTION 2. The City Council hereby levies a special tax within the District for Fiscal Year 2012-2013 on those properties identified in the Certified Parcel List, and in the amounts set forth in the Certified Parcel List, and incorporated herein by reference, a copy of which is attached hereto as Exhibit "A".

SECTION 3. The Chief Financial Officer is hereby authorized and directed to submit the Certified Parcel List to the County Auditor on or before August 10, 2012 or such later date to which the County Auditor may agree.

SECTION 4. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax. Any special taxes that may not be collected on the County tax roll shall be collected through a direct billing procedure by the Treasurer of the City of Oxnard, acting for and on behalf of the District.

SECTION 5. The County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected, in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the special tax.

SECTION 6. The County Auditor shall, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 7. This resolution shall become effective upon its adoption.

APPROVED AND ADOPTED on this _____ day of _________, 2012, by the following vote:

AYES:

NOES:

ABSENT:

____
Dr. Thomas E. Holden, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

for
____
Alan Holmberg, City Attorney
6·18·12

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2000-3
(OXNARD BLVD/HIGHWAY 101 INTERCHANGE)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
132-0-033-025	RIVERPARK A LLC	$2,331.62
132-0-033-035	RIVERPARK A LLC	119.06
132-0-033-045	RIVERPARK A LLC	2,267.64
132-0-033-055	RIVERPARK A LLC	266.88
132-0-033-065	RIVERPARK A LLC	218.00
132-0-033-075	RIVERPARK A LLC	265.68
132-0-060-050	OXNARD RETAIL LLC	167.68
132-0-060-145	VINEYARD GARDENS ASSOC	864.18
132-0-060-155	KAIROUZ FADIALLAH	348.24
132-0-100-085	OXNARD DEV CO LLC	1,838.02
132-0-100-095	OXNARD DEV CO LLC	4,140.36
132-0-100-105	1000 TOWN CENTER LLC	7,771.24
132-0-100-165	STATE COMPENSATION INS FUND	10,743.06
132-0-100-175	RIVERPARK A LLC	14.14
132-0-100-185	RIVERPARK GATEWAY LTD	4,725.32
132-0-100-195	RIVERPARK GATEWAY LTD	779.52
132-0-100-205	RIVERPARK GATEWAY LTD	584.64
132-0-100-215	RIVERPARK GATEWAY LTD	584.64
132-0-100-225	RIVERPARK GATEWAY LTD	584.64
132-0-100-235	RIVERPARK GATEWAY LTD	519.68
132-0-100-245	RIVERPARK GATEWAY LTD	519.68
132-0-100-255	RIVERPARK GATEWAY LTD	969.30
132-0-100-265	RIVERPARK A LLC	2,147.56
132-0-100-275	SHEA PROPERTIES II	9,176.62
132-0-100-285	SHEA PROPERTIES II	3,684.54
132-0-100-295	RIVERPARK LANDING LLC	3,303.58
132-0-100-305	RIVERPARK LANDING LLC	7,002.66
132-0-100-315	RIVERPARK LANDING LLC	7,002.66
132-0-110-015	RIVERPARK A LLC	26,369.56
132-0-110-065	E D 2 LLC	9,161.86
132-0-110-075	KOH 12 & 17 LLC	9,161.86
132-0-110-085	E D 2 LLC	11,445.84
132-0-110-095	KOH 12 & 17 LLC	11,445.84
132-0-110-155	KOH LLC & E D LLC	11,082.48
132-0-110-175	RIVERPARK A LLC	545.04
132-0-110-245	ALDERSGATE INVESTMENT LLC	17,882.50
132-0-110-315	RIVERPARK POINTE LLC	13,574.10
132-0-110-335	CAPRI/KW SERENADE LLC	38,594.04
132-0-170-105	RIVERPARK A LLC	612.30
132-0-170-115	RIVERPARK A LLC	1,653.20
132-0-170-125	SWIFT EVADNE M	408.20
132-0-170-135	MENDEZ JENNIFER & EPIFANIO	408.20
132-0-170-145	MABALOT WALTER B	408.20
132-0-170-155	HANSON MARK J & YIN MANITA	408.20
132-0-170-165	LUNA CHARLIE & LISA M	408.20
132-0-170-175	LODWICK LYLE C & MARY A	408.20
132-0-170-185	RASP DEREK R & KRUCHOWY ANDRIYAN	459.22
132-0-170-195	CZERWINSKI MACIEK S & MENDELSOHN	459.22
132-0-170-205	RANKEL CLAUDIA	459.22
132-0-170-215	HSBC BANK USA NTL ASSN TTEE	459.22
132-0-170-225	KUBANET MICHAEL K & KARI T	459.22
132-0-170-235	DOUTHIT MAIA B TR	459.22
132-0-170-245	VALDELLON ZENAIDA B	314.90
132-0-170-255	MURILLO RICHARD	314.90
132-0-170-265	LEAHY STEVEN P & TALIA J D	314.90
132-0-170-275	MICHEL JULIO & MARTHA	314.90
132-0-170-285	SLUSAR RAYMOND M	314.90
132-0-170-295	GONZALEZ NADIA M & GONZALEZ JOSE I	314.90
132-0-170-305	STASZEWSKI JEROME W & BRIDGIT	314.90
132-0-170-315	MACAULAY AMBER & DUCHARME DAVID	357.16
132-0-170-325	WU ANDY & MATELA RUBY	357.16
132-0-170-335	HOCHBERG ROBERT A & LORI	357.16
132-0-170-345	FLORES NATIVIDAD C & MARGARITA G	357.16
132-0-170-355	FEDERAL NATIONAL MTG ASSN & RECOI	357.18
132-0-170-365	MAH MEEN K & KYONG L	357.18

Parcel No.	Owner	Levy Amount
132-0-251-635	MISHOU MICHAEL C & VERONICA A	$194.74
132-0-251-645	THRIFT KRISTI D	194.74
132-0-251-655	AGS MARKET STREET LLC	194.74
132-0-251-665	AGS MARKET STREET LLC	194.74
132-0-251-675	AGS MARKET STREET LLC	194.74
132-0-251-685	AGS MARKET STREET LLC	194.74
132-0-252-015	GASPERIK DAVID & PETERSON DANA J	133.20
132-0-252-025	FOLEY CHRISTOPHER	133.20
132-0-252-035	O QUINN RALYN	133.20
132-0-252-045	LEAVER JOHN & MELISSA	133.20
132-0-252-055	PRO VALUE PROPERTIES INC	133.20
132-0-252-065	CRUZ NICHOLAS L & DUNLAP SARA	133.20
132-0-252-075	MUNOZ ANABEL H & DOOLING JAMES C J	133.20
132-0-252-085	CHAI KENICHI	133.20
132-0-252-095	BOSCH MATTHEW & STEWART ASHLEY	133.20
132-0-252-105	MINNOCK JAMES & KRISTEL	133.20
132-0-252-115	THROCKMORTON RICHARD & PHYLLIS	133.20
132-0-252-125	NELSEN STEVE & CHRISTINA	133.20
132-0-252-135	HOYLE MARK B	133.20
132-0-252-145	SELLING WILLIAM B	133.20
132-0-252-155	DOYLE GWYNNETH L	133.20
132-0-252-165	SANCHEZ JESS N & CRISANTA J	133.20
132-0-252-175	BAC HOME LOANS SRVG LP	133.20
132-0-252-185	PEREZ OSCAR & PAUL & PEREZ FRANCIN	133.20
132-0-252-195	ISHIKAWA YUKO	133.20
132-0-252-205	WALSH RYAN F & KATHRYN	133.20
132-0-252-215	MIRANDA JAIME A & NATALLY	133.20
132-0-252-225	PORTER ERIC S & MELISSA	133.20
132-0-252-235	VILLOTE VICENTE C & FE T	133.20
132-0-252-245	MALONE TIM & KAITLIN	133.20
132-0-252-255	MESSER GLEN & ANGELA	133.20
132-0-252-265	SMITH AMY E TR	133.20
132-0-252-275	DAIGLER GARY D	133.20
132-0-252-285	PEARCE SHANNON L	133.20
132-0-252-295	SEGURA VICTORIANO & ZAMORA YVONN	133.20
132-0-252-305	MCMAHAN TORY & BEENA	133.20
132-0-252-315	MARTINEZ CARLOS & GARCIA YOLANDA	133.20
132-0-252-325	WILLIAMS KENNA L	133.20
132-0-252-335	WELLING DONALD R	133.20
132-0-252-345	SOLITAIRE JAMES & MONICA	133.20
132-0-252-355	OOSTDYK AARON J	133.20
132-0-252-365	LOOBY JOHN J & MATTSON & LOOBY KRI:	133.20
132-0-252-375	KNIGHT BRANDON & BROOKE	133.20
132-0-252-385	GUERRERO RICHARD & ELAINE	133.20
132-0-252-395	GRUBER STEVEN M & ESTHER M & GRUE	133.20
132-0-252-405	RODRIGUEZ LUZ & SANDRA	133.20
132-0-252-415	HUFF WANDA	133.20
132-0-252-425	MASON DENISE K	133.20
132-0-252-435	PYFROM CHARLES & BUNN MICHELLE	133.20
132-0-252-445	PEREZ MARCO A & NICOLAS A	133.20
132-0-252-455	GRAY DANIEL P & TRICIA	133.20
132-0-252-465	BOUCHAN MARIA T & OZUNA GABRIEL	133.20
132-0-252-475	RICHARDSON JEFFREY R	184.38
132-0-252-485	MACMAHON DANNY & JEREMIAH	184.38
132-0-252-495	WRIGHT JOHN P & TODD ELIZABETH K	184.38
132-0-252-505	ALCOVA JIMMY P & ESTELA	184.38
132-0-252-515	SALTEE JOHN JR & REBECCA	184.38
132-0-252-525	HERNANDEZ DENNIS S & LILY A	184.38
132-0-252-535	CANTU JOHN & REBECCA	184.38
132-0-260-015	HOIL MARCOS & HERRERA DORA M	136.10
132-0-260-025	PEREZ GABRIEL & MARITES V	136.10
132-0-260-035	AVILA MARICEL	136.10
132-0-260-045	HERNANDEZ JESUS H & MARTHA E	136.10
132-0-260-055	CAHUANTZI JENIFF[illegible]TAL D	136.10
132-0-260-065	CRUZ CYNTHIA G D L	136.10

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EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2000-3
(OXNARD BLVD/HIGHWAY 101 INTERCHANGE)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
132-0-170-375	REYES SUKARNO H & MICHELLE	393.62
132-0-170-385	FREEMAN SHEA A & ALICIA TR	393.62
132-0-170-395	FEDERAL NATIONAL MTG ASSN	393.62
132-0-170-405	VALENZUELA ANTHONY R & MELISSA	393.62
132-0-170-415	LOCKWOOD SAMANTHA E	393.62
132-0-170-425	HWANG KYU S & YOUNG Z	393.62
132-0-170-435	AHLUWALIA MUKESH K & SONIA	393.62
132-0-170-445	FEDERAL NATIONAL MTG ASSN	393.62
132-0-170-455	BRUDZINSKI DAVID & REMY A	393.62
132-0-170-465	COLLODORA MICHAEL L	393.62
132-0-170-475	MONFORT ROBERTO S	393.62
132-0-170-485	DIDOMIZIO CHRISTOPHER & VILLAVICEN	393.62
132-0-170-495	WAGNER WILLIAM E III	393.62
132-0-170-505	ESQUIVEL JOSE M	393.62
132-0-170-515	BECERRA & GUZMAN NORMA	336.76
132-0-170-525	MELENDEZ STEVE & AMBER	336.76
132-0-170-535	BELFORT RONALD O	336.76
132-0-170-545	PENG SHENGJI & LIMING	336.76
132-0-170-555	BENNET RICHARD H	336.76
132-0-170-565	RODRIGUEZ GERARDO	336.76
132-0-170-575	ULLMAN MARY J	428.60
132-0-170-585	PEREZ FRANCISCO J	428.60
132-0-170-595	PAREDES JESUS & DIONICIA & LOPEZ AI	428.60
132-0-170-605	IRIGOYEN HECTOR M JR	428.60
132-0-170-615	LODWICK LYLE C & MARY A & TOVAR JO	408.20
132-0-170-625	COVEY MEEGON A & MICHAEL A	408.20
132-0-170-635	HANSEN SUSANNE	408.20
132-0-170-645	ALVARADO MANUEL JR & ERICA P	398.00
132-0-170-655	BALOGUN YUSUF A	398.00
132-0-170-665	GOLDEN JACOB	398.00
132-0-170-675	CASTRO ROMULO C & MARIA T E	398.00
132-0-180-175	LEMMO NICHOLAS A	261.28
132-0-180-185	FONSECA GERARDO G & ELIZABETH	261.28
132-0-180-195	JUAREZ GUMARO I & RAMIREZ VERONIC	261.28
132-0-180-205	DUARTE CECELIA	261.28
132-0-180-215	GUTIERREZ LETICIA H	261.28
132-0-180-225	SALINAS RAUL P	261.28
132-0-180-235	DESPORTE JASON K	261.28
132-0-180-245	SANCHEZ SALVADOR & LETICIA	261.28
132-0-180-255	DOMINGUEZ THERESA A	261.28
132-0-180-265	ANGELES OLGA R	261.28
132-0-180-275	RAMOS DAVID H	261.28
132-0-180-285	LEE LIANG-CHIN-DO & LI C	261.28
132-0-180-295	PIMENTEL RUBEN D & ROSA M	261.28
132-0-180-305	MEDRANO MONICA A	261.28
132-0-180-315	ROBERTS BRIAN & SARAH	261.28
132-0-180-325	SAKILAYAN JANICE	261.28
132-0-180-335	VILLAFANA DANIEL & IRENE G	261.28
132-0-180-425	NUNEZ JAMES R & OFELIA	161.20
132-0-180-435	MORALES BENITO & GARCIA & MORALES	161.20
132-0-180-445	HASER BARBARA TR	161.20
132-0-180-455	KRESS NICOLE S	161.20
132-0-180-465	FONG RONALD C	164.78
132-0-180-475	PARDINI ERIC	164.78
132-0-180-485	VERAN ENRIQUE II & ROWENA	164.78
132-0-180-495	PANGILINAN ROMEO N & ELIZABETH	164.78
132-0-180-505	GARCIA JAIME & MARIA C	164.78
132-0-180-545	SANCHEZ HUMBERTO & DELIA	188.06
132-0-180-555	MAGANA JOSE A & BEATRIS A	188.06
132-0-180-565	ESPEJO NICANOR & MYRNA	188.06
132-0-180-575	ZIERHUT PETER T & MARIA G	188.06
132-0-180-585	GOMEZ JAIME L JR	226.86
132-0-180-595	GUTIERREZ JOSE M & CRUZ D	226.86
132-0-180-605	ROQUE JOSEPH P & MARYANN B	226.86
132-0-180-675	BAEZ JUAN M & OROZCO HORTENCIA B	202.98

Parcel No.	Owner	Levy Amount
132-0-260-075	MARTINEZ MOSES & RACHEL	136.10
132-0-260-085	WREESMAN DANIEL J & CLEMMONS KRIS	136.10
132-0-260-095	VASQUEZ ERIC V	136.10
132-0-260-105	DAYRIT ROMEO P & JENNIFER P	136.10
132-0-260-115	JEWELL LARRY L & DEBRA R	136.10
132-0-260-125	BISWAS SUGATA & LAURA S	136.10
132-0-260-135	LIGETI CYNTHIA	136.10
132-0-260-145	JUAREZ RICK	136.10
132-0-260-155	LERETTE JARROD C & QUINTERO ROSAN	136.10
132-0-260-165	JONES CARLY	136.10
132-0-260-175	VILLEGAS ROBERT A & MARIA T F	136.10
132-0-260-185	LEFEBVRE PAUL F & JAMOND ELIZABETH	136.10
132-0-260-195	HALL CHARLES L	230.32
132-0-260-205	MITCHELL DAVID M JR & VEA JINGLE	230.32
132-0-260-215	WEY CHERYL	230.32
132-0-260-225	WEBER WILLIAM A TR	230.32
132-0-260-235	BROWN SCOTT	230.32
132-0-260-245	ZOTTOLA GLENN P & DIANA J TR	230.32
132-0-260-255	JONES-CATHCART ANDREW	230.32
132-0-260-265	NGUYEN TRUONG	230.32
132-0-260-275	HOSTETTER STEPHEN	230.32
132-0-260-285	HA MATTHEW	230.32
132-0-260-295	JACK DAVID & TARRA	230.32
132-0-260-305	DIAZ RONNIE R	230.32
132-0-260-315	LWBH HOLDINGS LLC	230.32
132-0-260-355	TALLMAN KIM & MERCEDES	247.24
132-0-260-365	RIGONAN NESTOR M & CORVELITA S	247.24
132-0-260-375	WICKMAN BERNARD R & MAXWELL & WIC	247.24
132-0-260-385	BURCHFIELD KI S TR	247.24
132-0-260-395	MENDOZA ROBERT & DAVIS CHRISTOPHI	247.24
132-0-260-405	VAN DE BURGT JOSEPH & NOORT ELIZA	247.24
132-0-260-415	RUST GERALD H & ROSANNE L	247.24
132-0-260-425	HONEA CHARLES R	247.24
132-0-260-435	MAIER CHRISTIE	247.24
132-0-260-445	DAO MICHAEL	247.24
132-0-260-455	LAWHEED SEAN & GRIFFITHS LINDSEY	247.24
132-0-260-465	DOZIER ORLANDO	247.24
132-0-260-475	DEMARRE WALTER L & AMELIA T	247.24
132-0-260-485	WALSH ANN M	247.24
132-0-260-495	KALLA JANOS M & ACKERMAN & KALLA L	247.24
132-0-260-505	RIVERPARK A LLC	782.56
132-0-260-515	CORONA RIVERPARK LLC	440.96
132-0-260-525	CORONA RIVERPARK LLC	375.28
132-0-260-535	CORONA RIVERPARK LLC	238.34
132-0-260-545	CORONA RIVERPARK LLC	238.34
132-0-271-015	CORONA RIVERPARK LLC	134.20
132-0-271-025	CORONA RIVERPARK LLC	134.20
132-0-271-035	CORONA RIVERPARK LLC	134.20
132-0-271-045	CORONA RIVERPARK LLC	134.20
132-0-271-055	CORONA RIVERPARK LLC	134.20
132-0-271-065	CORONA RIVERPARK LLC	134.20
132-0-271-075	CORONA RIVERPARK LLC	134.20
132-0-271-085	CORONA RIVERPARK LLC	134.20
132-0-271-095	CORONA RIVERPARK LLC	134.20
132-0-271-105	CORONA RIVERPARK LLC	134.20
132-0-271-115	CORONA RIVERPARK LLC	134.20
132-0-271-125	CORONA RIVERPARK LLC	134.20
132-0-271-135	CORONA RIVERPARK LLC	134.20
132-0-271-145	CORONA RIVERPARK LLC	134.20
132-0-271-155	HAMILTON DENNIS A & VICTORIA A	134.20
132-0-271-165	MALEJEWSKI MARIUSZ & MALEJEWSKA E	134.20
132-0-271-175	KARIJANTO MARTHA	134.20
132-0-271-185	LUEVANO ANTHONY C & LISA A	134.20
132-0-271-195	LORENTZEN MARTIN & SHARON TR	134.18
132-0-271-205	HUNT LEWIS R & ERODIA A	134.18

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CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2000-3
(OXNARD BLVD/HIGHWAY 101 INTERCHANGE)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
132-0-180-685	ARTEAGA ENRIQUE & ANA M	202.98
132-0-180-695	WILLIAMS SHALOMAH & POLLY	202.98
132-0-180-765	QUAN JUSTIN K	238.80
132-0-180-775	GARCIA JOSE D & CLAUDIA M	238.80
132-0-180-785	VICTORIA ELIZABETH & VICTORIA RAMIR	238.80
132-0-190-015	RODRIGUEZ ALBERT & SYLVIA	273.18
132-0-190-025	DOMINGUEZ FELIPE & MONTEJANO YAN	273.18
132-0-190-035	ESPINOZA VICTOR M	273.18
132-0-190-045	GARCIA ANTONIO G & MARIA	273.18
132-0-190-055	TORRES MARIA & DARLENE	273.18
132-0-190-065	THERRIEN CHRISTINA M	273.18
132-0-190-075	WARNER TAMA K	273.18
132-0-190-085	ROBINETT LAYLA E	273.18
132-0-190-095	GONZALEZ RAFAEL & VALDES MARIA C	273.18
132-0-190-105	MUNOZ SALVADOR & OFELIA	273.18
132-0-190-115	CORTEZ PEDRO A	273.18
132-0-190-125	DIMAS PEDRO & THUYLINH NGUYEN	273.18
132-0-190-135	ALIG LINDA M	273.18
132-0-190-145	VALDEZ GERARDO & VELASQUEZ MARIA	273.18
132-0-190-155	RAMIREZ MICHAEL P & AUDREY A	273.18
132-0-190-165	RODRIGUEZ ALEJANDRA & HERNANDEZ	273.18
132-0-190-175	SANCHEZ SUZANNA	273.18
132-0-190-185	PEREZ RAUL H & MICHELLE R	273.18
132-0-190-195	RIVERA RIGOBERTO	273.18
132-0-190-205	CUNNINGHAM DAREK A & REGINA M	273.18
132-0-190-215	NGUYEN SEAN TOAN & HO PHUONG DUI	273.18
132-0-190-225	TORRES MARIA M	273.18
132-0-190-235	GARCIA MARICELA R	273.18
132-0-190-245	GONZALEZ LORENA & GUILLERMO	273.18
132-0-190-255	MENCHACA JOSE L & ZAMORA MARIA L	273.18
132-0-190-265	MARTINEZ VICTOR S & LEMUS JENNIFER	273.18
132-0-190-275	REYES ADRIAN	249.28
132-0-190-285	MENDOZA PETER & BRENDA	249.28
132-0-190-295	MCQUITTY KRISTINA M & COLIN JOHN N	249.28
132-0-190-305	MILES ALAN C & LAURA	249.28
132-0-190-315	DURAN REBECCA L	249.28
132-0-190-325	ATKINSON JENNIFER	249.28
132-0-190-335	HARDING CLINTON & KATHLEEN	249.28
132-0-190-345	RAYMUNDO ARVIE & MAY	249.28
132-0-190-355	RUBY SAMUEL E & PETERSON JILLIAN G	249.28
132-0-190-365	RUIZ MAYTE	249.28
132-0-190-375	BERNARD JENNA M	249.28
132-0-190-385	SMITH ROSEANN M	249.28
132-0-190-395	STEWART MICHAEL & AMANDA	249.28
132-0-190-405	EVANS ARIANNE K	249.28
132-0-200-015	BROWN BRIAN & GRANO CHRISTINA	269.40
132-0-200-025	BENCIVENGA MARK	269.40
132-0-200-035	FANDINO JOAQUIN & LINDA	269.40
132-0-200-045	GOMEZ RENATO	269.40
132-0-200-055	CRUZ DANIEL J	269.40
132-0-200-065	CHILDRESS MICHAEL R	269.40
132-0-200-075	MURPHY KAVAN & BRIDGET	269.40
132-0-200-085	ORTIZ LARRY & LONGBINE CHERIE	269.40
132-0-200-095	CERVANTES EMMANUEL J	269.40
132-0-200-105	CAMPOS FRANCISCO D A & ROSA L	269.40
132-0-200-115	GONZALEZ CESAR & CARRIZALES ADRIE	269.40
132-0-200-125	NAVARRO ANTONIO C & GLORIA F	269.40
132-0-200-135	GARCIA VAIRO & ALEJANDRA	269.40
132-0-200-145	DOMINGUEZ EVERARDO G & IMELDA	269.40
132-0-200-155	ESCALA ERIC E & HELEN Y	269.40
132-0-200-165	TUTOGI TARRANT H & MARLENE N	269.40
132-0-200-175	RODRIGUEZ BALDEMAR V	269.40
132-0-200-185	LEYVA JUAN J & LLAMAS & LEYVA ROCIC	269.40
132-0-200-195	PALER FELICINO G & GENALIN C	269.40
132-0-200-205	GREENLAW TERRANCE & ZARA R	297.40
132-0-271-215	PRADO JOSE M F	134.18
132-0-271-225	CORONA RIVERPARK LLC	134.18
132-0-271-235	CORONA RIVERPARK LLC	134.18
132-0-271-245	CORONA RIVERPARK LLC	134.18
132-0-271-255	CORONA RIVERPARK LLC	134.18
132-0-271-265	CORONA RIVERPARK LLC	134.18
132-0-271-275	CORONA RIVERPARK LLC	134.18
132-0-271-285	AGS MARKET STREET LLC	234.24
132-0-271-295	AGS MARKET STREET LLC	234.24
132-0-271-305	AGS MARKET STREET LLC	234.24
132-0-271-315	AGS MARKET STREET LLC	234.24
132-0-271-325	AGS MARKET STREET LLC	234.24
132-0-271-335	AGS MARKET STREET LLC	234.24
132-0-271-345	AGS MARKET STREET LLC	234.24
132-0-271-355	AGS MARKET STREET LLC	234.24
132-0-271-365	AGS MARKET STREET LLC	234.24
132-0-271-375	AGS MARKET STREET LLC	234.24
132-0-271-385	AGS MARKET STREET LLC	234.24
132-0-271-395	AGS MARKET STREET LLC	234.24
132-0-271-405	AGS MARKET STREET LLC	234.24
132-0-271-415	AGS MARKET STREET LLC	234.24
132-0-271-425	AGS MARKET STREET LLC	234.24
132-0-271-435	AGS MARKET STREET LLC	234.24
132-0-271-445	AGS MARKET STREET LLC	234.24
132-0-271-455	AGS MARKET STREET LLC	234.24
132-0-271-465	AGS MARKET STREET LLC	234.24
132-0-271-475	AGS MARKET STREET LLC	234.24
132-0-271-485	AGS MARKET STREET LLC	234.24
132-0-271-495	AGS MARKET STREET LLC	234.24
132-0-271-505	AGS MARKET STREET LLC	234.24
132-0-271-515	AGS MARKET STREET LLC	234.24
132-0-271-525	AGS MARKET STREET LLC	234.24
132-0-271-535	AGS MARKET STREET LLC	234.24
132-0-271-545	AGS MARKET STREET LLC	234.24
132-0-271-555	AGS MARKET STREET LLC	234.24
132-0-271-565	AGS MARKET STREET LLC	234.24
132-0-271-575	AGS MARKET STREET LLC	234.24
132-0-271-585	AGS MARKET STREET LLC	234.24
132-0-271-595	AGS MARKET STREET LLC	234.24
132-0-271-605	AGS MARKET STREET LLC	234.24
132-0-271-615	AGS MARKET STREET LLC	234.24
132-0-272-015	CORONA RIVERPARK LLC	147.72
132-0-272-025	CORONA RIVERPARK LLC	147.72
132-0-272-035	CORONA RIVERPARK LLC	147.72
132-0-272-045	CORONA RIVERPARK LLC	147.72
132-0-272-055	CORONA RIVERPARK LLC	147.72
132-0-272-065	CORONA RIVERPARK LLC	147.72
132-0-272-075	CORONA RIVERPARK LLC	126.60
132-0-272-085	CORONA RIVERPARK LLC	126.60
132-0-272-095	CORONA RIVERPARK LLC	126.60
132-0-272-105	CORONA RIVERPARK LLC	126.60
132-0-272-115	CORONA RIVERPARK LLC	126.60
132-0-272-125	CORONA RIVERPARK LLC	126.60
132-0-272-135	CORONA RIVERPARK LLC	147.72
132-0-272-145	CORONA RIVERPARK LLC	147.72
132-0-272-155	CORONA RIVERPARK LLC	147.72
132-0-272-165	CORONA RIVERPARK LLC	147.72
132-0-272-175	CORONA RIVERPARK LLC	147.72
132-0-272-185	CORONA RIVERPARK LLC	147.72
132-0-272-195	CORONA RIVERPARK LLC	147.72
132-0-272-205	CORONA RIVERPARK LLC	147.72
132-0-272-215	CORONA RIVERPARK LLC	147.72
132-0-272-225	CORONA RIVERPARK LLC	147.72
132-0-272-235	CORONA RIVERPARK LLC	147.72
132-0-272-245	CORONA RIVERPARK LLC	126.60

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CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2000-3
(OXNARD BLVD/HIGHWAY 101 INTERCHANGE)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
132-0-200-215	TORRES SALVADOR & MARIA G	297.40
132-0-200-225	LOPEZ ARTURO	297.40
132-0-200-235	MENDEZ IVAN G	297.40
132-0-200-245	DELL KEVIN	297.40
132-0-200-255	ROSALES HECTOR M	297.40
132-0-200-265	BELANGER CORY & MERLYN	297.40
132-0-200-275	BRADY TERENCE M	297.40
132-0-200-285	CASILLAS MICHAEL & TERESA	297.40
132-0-200-295	MOORE CHRISTOPHER & ALLYSON	297.40
132-0-200-305	DAHIYA KARAM	297.40
132-0-200-455	AGS DESTINATION LLC	297.40
132-0-200-465	AGS DESTINATION LLC	297.40
132-0-200-475	AGS DESTINATION LLC	297.40
132-0-200-485	AGS DESTINATION LLC	269.40
132-0-200-495	AGS DESTINATION LLC	269.40
132-0-200-505	AGS DESTINATION LLC	269.40
132-0-200-515	AGS DESTINATION LLC	269.40
132-0-200-525	AGS DESTINATION LLC	269.40
132-0-200-535	AGS DESTINATION LLC	269.40
132-0-200-545	AGS DESTINATION LLC	269.40
132-0-200-555	AGS DESTINATION LLC	269.40
132-0-200-565	AGS DESTINATION LLC	269.40
132-0-200-575	AGS DESTINATION LLC	269.40
132-0-200-585	AGS DESTINATION LLC	269.40
132-0-210-345	NAVARRO OSWALDO & MIRNA	247.98
132-0-210-355	MCKENZIE SANDRA	247.98
132-0-210-365	FALCON ARMANDO & EDNA	247.98
132-0-210-375	ADAP JACQUELINE	247.98
132-0-210-385	GUALTIERI ANDREW	247.98
132-0-210-395	HOFMANN JARED	247.98
132-0-210-405	WHITELEY TROY	247.98
132-0-210-415	WU DAVID L	247.98
132-0-210-425	AKINDELE GAFAYAT	247.98
132-0-210-435	HOWARD ANGELA D TR	247.98
132-0-210-445	ZOUZOUNIS DARREN	247.98
132-0-210-455	GIBSON LEROY A III	247.98
132-0-210-465	CRUZ ANTHONY & MEGAN	247.98
132-0-210-475	MINCE DAVID & SHELLEY	247.98
132-0-210-485	SCHOLL OSCAR	247.98
132-0-210-495	EDQUILANG RYAN A & ELANOR	247.98
132-0-210-505	ILLIANO NINFA T	247.98
132-0-210-515	MONREAL TOM & NEYRA	247.98
132-0-210-525	AGS DESTINATION LLC	247.98
132-0-210-535	AGS DESTINATION LLC	247.98
132-0-210-545	AGS DESTINATION LLC	239.82
132-0-210-555	AGS DESTINATION LLC	239.82
132-0-210-565	AGS DESTINATION LLC	239.82
132-0-210-575	AGS DESTINATION LLC	239.82
132-0-210-585	AGS DESTINATION LLC	239.82
132-0-210-595	AGS DESTINATION LLC	239.82
132-0-210-605	AGS DESTINATION LLC	239.82
132-0-210-615	AGS DESTINATION LLC	239.82
132-0-210-625	AGS DESTINATION LLC	239.82
132-0-210-635	AGS DESTINATION LLC	239.82
132-0-210-645	AGS DESTINATION LLC	239.82
132-0-210-655	AGS DESTINATION LLC	239.82
132-0-251-015	CO MARK	133.20
132-0-251-025	LUDTKE SHARON	133.20
132-0-251-035	MONROY FRANKLIN & RAMIREZ BRENY \	133.20
132-0-251-045	RAYA JEHOVA	133.20
132-0-251-055	ILAGAN ADRIAN & JOILERIN	133.20
132-0-251-065	LAGOMARSINO DANELL M	133.20
132-0-251-075	LOPEZ FELIPE D	133.20
132-0-251-085	BANZON JEAN	133.20
132-0-251-095	CULVERSON GARY L & DENISE M	133.20
132-0-272-255	CORONA RIVERPARK LLC	126.60
132-0-272-265	CORONA RIVERPARK LLC	126.60
132-0-272-275	CORONA RIVERPARK LLC	126.60
132-0-272-285	CORONA RIVERPARK LLC	126.60
132-0-272-295	CORONA RIVERPARK LLC	126.60
132-0-272-305	CORONA RIVERPARK LLC	126.60
132-0-272-315	CORONA RIVERPARK LLC	126.60
132-0-272-325	CORONA RIVERPARK LLC	126.60
132-0-272-335	CORONA RIVERPARK LLC	126.60
132-0-272-345	CORONA RIVERPARK LLC	126.60
132-0-272-355	CORONA RIVERPARK LLC	1,183.84
132-0-272-375	GOYTIA & MILLER SUSANA & BAUTISTA P	194.74
132-0-272-385	STROSKI NATHAN D & HALEY J	194.74
132-0-272-395	ZHENG RENSHENG & YU WEI	194.74
132-0-272-405	BUHAIN KRISTINE	194.74
132-0-272-415	WU TAO & CHEN WENJING	194.74
132-0-272-425	IP RANDY	194.74
132-0-272-435	SPURGEON VANESSA	194.74
132-0-272-445	CORONA RIVERPARK LLC	872.56
132-0-272-455	CORONA RIVERPARK LLC	992.88
132-0-280-015	AMASON STEVEN R JR	161.62
132-0-280-025	MONTOYA BRIAN & ELIZABETH	161.62
132-0-280-035	ROMERO JESS T & JENNIFER C	161.62
132-0-280-045	UNIDAD DENNIS R & CONSUELO R	161.62
132-0-280-055	SCHNEIDER JON & RAMIREZ ARTHUR	161.62
132-0-280-065	HATCHER ASHLEY & HOUGHTON ROBER'	161.62
132-0-280-075	ARCHER ASHLEY	161.62
132-0-280-085	ROSAS JOSE	161.62
132-0-280-095	LOPEZ ARTHUR R & JODI TR	161.62
132-0-280-105	RODRIGUEZ RAMON	161.62
132-0-280-115	DAVIDSON RICHARD & JOSETTE	161.62
132-0-280-125	BAEZ RITA C	161.62
132-0-280-135	HALES NISSA	161.62
132-0-280-145	SOTO JOE & JULIE A	161.62
132-0-280-155	DURAN ANTHONY & CEYLINA	161.62
132-0-280-165	ANDERSON DANITA S	161.62
132-0-280-175	PASKA MICHAEL & RICHARDSON HEATHE	161.62
132-0-280-185	SALGADO SALVADOR A & LETICIA I	161.62
132-0-280-195	JIMENEZ REBECCA	161.62
132-0-280-205	AMBRIZ RODRIGO & GUTIERREZ MARISO	161.62
132-0-280-215	BOWEN STEVEN & CINDE	161.62
132-0-280-225	FEDERAL NATIONAL MTG ASSN	161.62
132-0-280-235	STARN CARLY M & STARN CHARLES C &	161.62
132-0-280-245	SOLDEVILLA RYAN & DESIREE	161.62
132-0-280-275	CORONA RIVERPARK LLC	782.56
132-0-280-305	CORONA RIVERPARK LLC	428.08
132-0-280-315	CORONA RIVERPARK LLC	476.06
132-0-280-325	CORONA RIVERPARK LLC	475.94
132-0-280-335	CORONA RIVERPARK LLC	457.22
132-0-290-015	CORONA RIVERPARK LLC	148.26
132-0-290-025	CORONA RIVERPARK LLC	148.26
132-0-290-035	CORONA RIVERPARK LLC	148.26
132-0-290-045	CORONA RIVERPARK LLC	148.26
132-0-290-055	CORONA RIVERPARK LLC	148.26
132-0-290-065	CORONA RIVERPARK LLC	148.26
132-0-290-075	BURGOS LUIS & VERONICA L D	148.26
132-0-290-085	LINARES RAUL E & HERNANDEZ STEPHAI	148.26
132-0-290-095	MILTON BRIAN & BROOKE	148.26
132-0-290-105	KAM SUNNY K	148.26
132-0-290-115	SPICER MICHAEL & ERICA	148.26
132-0-290-125	COOMBES TODD G & HOLLY C	148.26
132-0-290-135	MARQUEZ KRISTINE M	148.26
132-0-290-145	MARLOW DAVID & VANESSA & MACEN PE	148.26
132-0-290-155	ROSE DAWN & CLETA	148.26
132-0-290-165	MUNSTER SCOTT & LINDA C	148.26

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CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2000-3
(OXNARD BLVD/HIGHWAY 101 INTERCHANGE)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
132-0-251-105	CROSS JEREMIAH C & KARIN	133.20
132-0-251-115	CATER SCOTT & LAURIE	133.20
132-0-251-125	TSUJIMOTO TAKUYA & YURI	133.20
132-0-251-135	ASHWORTH KERRI & FUNDERBERG MICI	133.20
132-0-251-145	AVILA JOSE G & CERVANTES LEIRA D	133.20
132-0-251-155	GORDILLO JOSHUA D & SYLVIA L	133.20
132-0-251-165	WOJTAL MARK P & LANI	133.20
132-0-251-175	MARX JEFFREY S	133.20
132-0-251-185	LAFRICAN ROBIN	133.20
132-0-251-195	ARELLANO ARTHUR & RAINA	133.20
132-0-251-205	RHODES BILL J & JACLYN M	133.20
132-0-251-215	SELLARS JONATHAN	133.20
132-0-251-225	WILLIAMS JUSTIN & CHERI	133.20
132-0-251-235	DOUGLAS BRUCE N	133.20
132-0-251-245	EVANS PAMELA	133.20
132-0-251-255	WHIPP JOHN & ANNE	133.20
132-0-251-265	PIERCE PATRIC A	133.20
132-0-251-275	QUINTANA CYNTHIA	133.20
132-0-251-285	THIBODO JAMES S & PAMELA L TR	133.20
132-0-251-295	FLORES PAUL M & MYNATT JASON E	133.20
132-0-251-305	CHAMBERS PATRICK S & VERONICA	133.20
132-0-251-315	MONTOYA LORI & ISAAC ENCARNACION	133.20
132-0-251-325	DAVIS RYAN W	338.22
132-0-251-335	BAKER TERRENCE & JERE J	338.22
132-0-251-345	CHASE ADAM S & CATIE	338.22
132-0-251-355	MCWORTER KATHY	338.22
132-0-251-365	AGS MARKET STREET LLC	194.74
132-0-251-375	AGS MARKET STREET LLC	194.74
132-0-251-385	AGS MARKET STREET LLC	194.74
132-0-251-395	AGS MARKET STREET LLC	194.74
132-0-251-405	PERGESON GARY A & KARLETTA R	194.74
132-0-251-415	ADAMS ANA S	194.74
132-0-251-425	JOHNSON NORMA S	194.74
132-0-251-435	PHAM VINCENT A	194.74
132-0-251-445	GLEASON MICHAEL R & LAUREEN A	194.74
132-0-251-455	BERHANE YONATAN & FESSHAZION SAF	194.74
132-0-251-465	VORHIS AARON & SARAH	194.74
132-0-251-475	BANALES MARTIN & PRADO BRENDA	194.74
132-0-251-485	GARZON MARIA A	194.74
132-0-251-495	AVLIA JESUS & CRAIG SAMANTHA E	194.74
132-0-251-505	CANTALUPO JOHNATHAN & GARCIA DEE	194.74
132-0-251-515	MAYER MARK & MOONEY JENNIFER L	194.74
132-0-251-525	DERAS CARLOS & MARIBEL	194.74
132-0-251-535	KRISCHER GORDON E & SHARON TR	194.74
132-0-251-545	GIGLIO JESSE & AMY	194.74
132-0-251-555	MILLER STEPHAN J & KELLI J	194.74
132-0-251-565	AHMED MOHAMED & JOHNSON AMANDA	194.74
132-0-251-575	GONZALEZ ELIZABETH	194.74
132-0-251-585	OROZCODIAZ SERGIO E	194.74
132-0-251-595	NOJADERA ALLAN & GERALDINE	194.74
132-0-251-605	PILLADO LORETTA M	194.74
132-0-251-615	CLARK MICHAEL & KATHARINE	194.74
132-0-251-625	VIRI AQUILINO G & ZENAIDA T & VIRI JAY	194.74

Parcel No.	Owner	Levy Amount
132-0-290-175	MCKARRELL JAMES & KATIE	148.26
132-0-290-185	ANDRES ALAN R & REBECCA	148.26
132-0-290-195	CORONA RIVERPARK LLC	148.26
132-0-290-205	CORONA RIVERPARK LLC	148.26
132-0-290-215	CORONA RIVERPARK LLC	148.26
132-0-290-225	CORONA RIVERPARK LLC	148.26
132-0-290-235	CORONA RIVERPARK LLC	148.26
132-0-290-245	CORONA RIVERPARK LLC	148.26
132-0-290-275	CORONA RIVERPARK LLC	1,552.02
132-0-290-285	CORONA RIVERPARK LLC	373.62
132-0-290-295	CORONA RIVERPARK LLC	610.82
132-0-290-305	CORONA RIVERPARK LLC	533.38
132-0-300-015	CORONA RIVERPARK LLC	2,248.22
132-0-300-025	CORONA RIVERPARK LLC	1,123.92
132-0-300-045	CORONA RIVERPARK LLC	2,343.64
132-0-300-055	CORONA RIVERPARK LLC	1,028.50
132-0-310-105	SOCM I LLC	944.96
132-0-310-125	SOCM I LLC	7,613.86
132-0-310-135	SOCM I LLC	7,338.52
132-0-310-185	SOCM I LLC	12,638.18
132-0-310-285	SOCM I LLC	1,405.98
132-0-310-295	SOCM I LLC	1,791.24
132-0-310-305	SOCM I LLC	4,971.96
132-0-310-315	SOCM I LLC	102,592.70
139-0-050-140	ARCHDIOCESE OF LOS ANGELES	386.94
139-0-050-225	CH ROMAN CATH ARCH OF LA	193.48
142-0-010-065	2441 VINEYARD OXNARD LLC	206.36
142-0-010-205	RALPHS GROCERY CO	4,520.86
142-0-010-215	CLOUBURST LLC	1,180.20
142-0-010-345	LEVITZ SL OXNARD L L C	13,272.40
142-0-010-415	RALPHS GROCERY CO	161.22
142-0-010-425	200 ESPLANADE PARTNERS	2,341.04
142-0-010-435	RALPHS GROCERY CO	28,047.44
142-0-010-515	CENTRO WATT PROP OWNER 1 LLC	2,697.38
142-0-010-555	CENTRO WATT PROP OWNER 1 LLC	4,990.16
142-0-010-575	MACYS CA REALTY LLC LESSOR & CENTI	3,686.42
142-0-010-605	CENTRO WATT PROP OWNER 1 LLC	1,051.22
142-0-010-615	HD DEV OF MARYLAND INC	27,063.78
142-0-010-625	CENTRO WATT PROP OWNER 1 LLC	41,854.42
142-0-010-635	MACYS CA REALTY LLC LESSOR & CENTI	14,202.44
142-0-010-645	MACYS CA REALTY LLC LESSOR & CIRCL	1,727.02
142-0-021-010	LEVITZ SL OXNARD L L C	8,409.72
142-0-021-070	SISSON TRYON N & DOLORES A TR	4,204.86
142-0-021-080	THE MARSEILLE CORPORATION	2,134.68
142-0-021-100	BOPP TIMOTHY	90.28
142-0-021-160	2441 VINEYARD OXNARD LLC	2,998.86
142-0-021-170	CARLTON BROWNE & OXNARD LLC	5,952.58
142-0-021-240	FRITZI REALTY LESSOR & WALGREEN CC	3,024.66
142-0-022-605	DUESENBERG INVESTMENT CO	30,639.28
142-0-022-615	DUESENBERG INVESTMENT CO	24,372.16
142-0-235-180	JONKER WILLEM & BETHALYN	6,587.36
142-0-235-190	OJAI OIL COMPANY	7,600.80
Total	**625 Parcels**	**$739,411.98**

ATTACHMENT 1
EXHIBIT A
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CITY OF
OXNARD
CALIFORNIA

Meeting Date: 06/26/2012

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-13

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

DATE: June 14, 2012

TO: City Council

FROM: Michael More, Financial Services Manager
Finance Department

SUBJECT: **Special Tax Levy for Community Facilities District No. 6 (Northshore at Mandalay Bay)**

RECOMMENDATION

That City Council acting as the legislative body of Community Facilities District (CFD) No. 6 adopt a resolution setting a special tax rate within CFD No. 6 (Northshore at Mandalay Bay) for Fiscal Year 2012-2013.

DISCUSSION

On March 21, 2006, City Council adopted Resolution No. 13,020 (the "Resolution of Formation") establishing CFD No. 6. On March 28, 2006, City Council adopted Ordinance No. 2717 authorizing the levy of a special tax sufficient to pay costs of Public Services set forth in Exhibit C attached to the Resolution of Formation. On December 12, 2005, the City accepted a 28.25 acre parcel ("mitigation parcel") from the developer of the Northshore at Mandalay Bay project. The levy of $66,351.98 authorized by the attached resolution is relative to maintenance of this mitigation parcel.

FINANCIAL IMPACT

There will be no cost to the City's General Fund from approval of the resolution levying the special taxes for CFD No. 6 for FY 2012-2013. Debt service costs and all administrative costs are included in the amount to be collected by the special taxes, which are levied against properties located in CFD No. 6.

MJM

Attachment # 1 - Resolution levying the special tax for CFD No. 6 for FY 2012-2013 (Northshore at Mandalay Bay)

RESOLUTION NO. _______

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 6 (NORTHSHORE AT MANDALAY BAY) OF THE CITY OF OXNARD AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 6 (NORTHSHORE AT MANDALAY BAY) FOR THE FISCAL YEAR 2012-2013

WHEREAS, the City of Oxnard (the "City") previously established Community Facilities District No. 6 (Northshore at Mandalay Bay) of the City of Oxnard ("CFD No. 6") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1992, as amended, commencing with Government Code Section 53311 (the "Act"); and

WHEREAS, the City Council of the City, acting as the legislative body of CFD No. 6, is authorized pursuant to Resolution No. 13,020 (the "Resolution of Formation") and Ordinance No. 2717 adopted by the City Council on March 28, 2006 (the "Ordinance") to levy a special tax sufficient to pay, among other things, certain costs of the Public Services and Incidental Expenses (as defined in the Resolution of Formation), which special tax is referred to in the Rate and Method of Apportionment for CFD No. 6 that is attached to the Ordinance as "Special Tax B"; and

WHEREAS, it is now necessary and appropriate that this City Council provide for the levy and collection of Special Tax B for the Fiscal Year 2012-2013, for the purposes specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

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

WHEREAS, the assessments are in conformance with Proposition 218;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 6 (NORTHSHORE AT MANDALAY BAY), DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. Special Tax B is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

SECTION 3. In accordance with the Act and the Ordinance, Special Tax B is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance for the Fiscal Year 2012-2013 at the special tax rates set forth in the report entitled "City of Oxnard Community Facilities District No. 6 (Northshore at Mandalay Bay) Fiscal Year 2012-2013 Levy" (the "Report"), attached hereto as Exhibit A and made a part hereof. Said rate and said special taxes do not exceed the maximums as set forth in the Ordinance. After adoption of this

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

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

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

SECTION 6. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2012-2013, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

APPROVED AND ADOPTED this __ day of ____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Dr. Thomas E. Holden
Mayor of the City Council of the City of Oxnard, acting on behalf of Community Facilities District No. 6 (Northshore at Mandalay Bay) of the City of Oxnard

ATTEST:

____
Daniel Martinez
City Clerk of the City of Oxnard

(SEAL)

APPROVED AS TO FORM:

for
____
Alan Holmberg, City Attorney 6.18.12

EXHIBIT A

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 6
(NORTHSHORE AT MANDALAY BAY)
FISCAL YEAR 2012-2013 LEVY

Parcel No.	Owner	Levy Amount
183-0-010-705	MANDALAY BAY DEV LLC	$890.06
183-0-010-725	MANDALAY BAY DEV LLC	3,723.90
183-0-010-735	MANDALAY BAY DEV LLC	8,592.40
183-0-010-745	MANDALAY BAY DEV LLC	53,145.62
Total	**4 Parcels**	**$66,351.98**

ATTACHMENT 1
EXHIBIT A
PAGE 4 OF 5

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

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

DATED: __________, 2012

____
City Clerk of the City Council of the City of Oxnard

(SEAL)

ATTACHMENT 1
EXHIBIT A
PAGE 5 OF 5

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 6/26/2012

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 Agenda Item No. I-14

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

DATE: June 18, 2012

TO: City Council

FROM: Michael More, Financial Services Manager
Finance Department

SUBJECT: **FY 2012-13 Property Tax Rate for Voter Approved Obligations**

RECOMMENDATION

That City Council adopt a resolution establishing the FY 2012-13 tax rates on property in the City of Oxnard for the payment of voter approved obligations.

DISCUSSION

Each year the City Council must adopt a resolution establishing the annual tax rate on property in the City of Oxnard for the payment of voter approved obligations. The City of Oxnard currently has one obligation, the costs for public safety retirement, which is exempt from the 1 percent tax limitation established by Proposition 13.

On June 8, 1978, California voters approved Proposition 13, the Jarvis-Gann Initiative, which added Article XIIIA to the California Constitution. Article XIIIA limits the amount of ad valorem taxes on real property to 1 percent of the "full cash value" as determined by the County Assessor, but exempts from the 1 percent tax limitation any taxes to repay indebtedness approved by the voters prior to July 1, 1978.

A special municipal election held on October 23, 1951 authorized the City to enroll its fire and police safety employees in the California State Employees' Retirement System (renamed the Public Employees' Retirement System (PERS)), and obligated the City to pay the annual costs of participation in the retirement system. The recommended budget for 2012-13 will include approximately 98 fire positions and 254 police positions covered under the voter approved authorization. The estimated Fiscal Year 2012-13 retirement expense for these positions is $15,878,249. The retirement expense is funded by: (i.) the City's voter-approved property tax rate of $.076637 per $100 of assessed valuation, and (ii.) fund balance in the Public Safety Retirement Fund.

Section 96.31 of the Revenue and Taxation Code provides that property tax rates used to support pension programs may not exceed the rate levied in 1982-83 or 1983-84, when the City tax rate for public safety retirement was $.076637. The tax rate for FY 2012-13 is $.076637, the maximum allowable tax rate.

Tax Districts

The City has two districts, District I and District IV. District IV consists of property that in December 1969 was annexed to the City, but not to District I. The City's tax rate for voter-approved obligations applies only in District I.

All annexations to the City now also require annexation to Tax District I, making the territory liable for voter-approved indebtedness of the City.

FINANCIAL IMPACT

The estimated retirement cost for FY 2012-13 for 352 public safety employees is $15,878,249. The proposed tax rate is expected to generate $13,516,600, with fund balance in the Public Safety Retirement Fund providing the remaining funding. As a result, there is no anticipated impact to the General Fund.

MM

Attachment No. 1 - Resolution Establishing the FY 2012-13 Property Tax Rate for Voter Approved Obligations

RESOLUTION NO.__________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ESTABLISHING THE FISCAL YEAR 2012-13 PROPERTY TAX RATE FOR VOTER APPROVED OBLIGATIONS

WHEREAS, Section 2237.2 of the Revenue and Taxation Code requires that within 90 days of the end of the fiscal year, the City report to the County Controller the tax rate and total revenues expected to be generated in the current fiscal year for voter approved obligations; and

WHEREAS, the City's adopted budget for the fiscal year 2012-13 appropriates monies required to pay voter approved obligations of the City; and

WHEREAS, the Ventura County Auditor-Controller provided an estimated assessed valuation of City tax districts for tax rate purposes.

NOW, THEREFORE, the City Council of the City of Oxnard hereby determines and resolves that the following amounts of revenue from property taxes are required for the current fiscal year to pay the City's obligation for public safety retirement expenditures:

	Total Property Taxes From Current Tax Rates On Secured Roll Assessed Values
Public Safety Retirement Fund	
Total Public Safety Retirement for FY 2012-13	$15,878,249
Total Property Taxes From Current Tax Rates on Secured Roll Assessed Values	$15,878,249

The City Council of the City of Oxnard further resolves that for the purpose of raising such revenue the rates of taxation for the different portions of the City are hereby fixed and taxes are hereby levied on the taxable property in the City for the fiscal year beginning July 1, 2012, in the number of dollars upon each one hundred dollars of the assessed value of the property as assessed by the County Assessor and equalized by the Board of Equalization of the County of Ventura as set forth in the following table. The taxes levied upon property in each portion of the City hereinafter described and designated by a tax district number is at the rate set in the column headed by the tax district number which is prefixed to the description of such portion of the City as hereinafter stated.

TAX DISTRICT I

All territory included within the boundaries of the City, as originally incorporated, and all territory annexed to the City by action of the City Council by annexation proceedings, excepting there from Annexation No. 69-9.

TAX DISTRICT IV

All territory annexed to the City by action of the City Council as described in Ordinance No. 1255, adopted November 12, 1969, to become effective December 12, 1969, known and referred to Annexation No. 69-9 (Rancho La Ribera).

	DISTRICT I	**DISTRICT IV**
Public Safety Retirement Fund Tax Rate Required (Per Mil)	0.076637	-0-
Total Tax District Tax Rates (Per Mil)	0.076637	-0-

The City Council of the City of Oxnard further resolves that the foregoing tax rate is determined to be necessary to provide revenues required for the stated purpose during the period specified; that the City Council does hereby levy this sum on the property in such tax districts for Fiscal Year 2012-13; that in accordance with Government Code Section 36936.1, the City Clerk is instructed to cause this resolution to be published one time in the Ventura County Star within 15 days after adoption; and that the City Clerk is instructed to transmit immediately to the County Auditor a certified copy of this resolution.

PASSED AND ADOPTED this _____ day of June, 2012, by the following vote:

AYES:

NOES:

ABSENT:

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

FOR

Alan Holmberg, City Attorney

ATTACHMENT NO. 1
PAGE 2 OF 2

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 06/26/12

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

Prepared By: Ruth Johnson Hopkins RJH ______ Agenda Item No. I-15

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

DATE: June 7, 2012

TO: City Council

FROM: William E. Wilkins, Housing Director
Housing Department

SUBJECT: Affordable Housing and Loan Agreement with Many Mansions

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an Affordable Housing and Loan Agreement (A-7504) with Many Mansions providing gap financing in the amount of $367,159 for the acquisition and rehabilitation of a 2 unit (duplex) at 352-354 East Channel Islands Boulevard.

DISCUSSION

Background

Each year, the City of Oxnard receives a direct allocation of HOME funds from the United States Department of Housing and Urban Development (HUD) for the purpose of financing affordable housing. The bulk of those funds are allocated in the form of loans to low-income first-time homebuyers and to low-income homeowners who seek funding to rehabilitate their existing homes.

HUD requires participating jurisdictions which receive HOME funds to set aside fifteen percent (15%) of the fund for the production of affordable housing by Community Housing Development Organizations (CHDO's). Any of the CHDO-designated set-aside that is not expended during the defined expenditure timeframe (2 years) must be returned to HUD.

Current Proposal

The non-profit organization Many Mansions is a CHDO certified by the City of Oxnard under the HOME program. The City recently received a request from Many Mansions for a total of $367,159 for that organization's low-income apartment project at 352-354 East Channel Islands Boulevard.

Many Mansions proposes to acquire and rehabilitate a 2-unit (duplex) apartment building. Upon completion, the units will provide permanent, affordable rental housing for two low-income households defined as households earning less than 60% of Area Median Income.

The total anticipated project cost is $412,583. In addition to City HOME funds and In-lieu Fee funds, Many Mansions plans to utilize a Conventional Bridge Loan for the remaining balance on the acquisition (see Attachment No. 2). Many Mansions will also receive up to $25,000 for administration/operating costs based on actual costs/receipts. The rehabilitation In-lieu Fee funds are from an existing inactive Individual Development Account (IDA), and are available and eligible for this purpose.

Many Mansions has substantial affordable housing development and property management experience, having developed and managed over 400 units of affordable housing at ten properties throughout Ventura County. The organization's portfolio includes five properties that provide supportive housing. Many Mansions will be the developer, and once the project is operational, will act as the property manager.

This will be Many Mansion's second project in the City of Oxnard. Last year, Many Mansions rehabilitated an eight-unit apartment complex located at 110 North "D" Street. The project was developed to house transition-aged youth who are homeless or "at-risk" of becoming homeless. Seven of the units are occupied by such youth, with the eighth used for an on-site manager.

FINANCIAL IMPACT

Funding will be provided as follows:

1) $324,560 is from HUD HOME ($224,470 from existing appropriations Project 775181 and Project 775186, and $125,090 is included in the recommended budget for FY '12-'13) and

2) $42,599 is from Housing In-Lieu Fees Fund 371 / "Cabrillo Economic Development Loan" – Project 065103.

RJH

Attachment #1 - Affordable Housing and Loan Agreement
#2 - Financing – Sources of Funds
#3 - Location Map

AFFORDABLE HOUSING AND LOAN AGREEMENT
Many Mansions
352-354 East Channel Islands Boulevard

This AFFORDABLE HOUSING AND LOAN AGREEMENT (the "Agreement") is entered into this 19th day of June, 2012, between the City of Oxnard, a municipal corporation, (hereafter referred to as the "City") on the one hand, and Many Mansions (hereafter referred to as "Developer") on the other hand.

RECITALS

Developer is engaged in the acquisition and rehabilitation of two (2) rental housing units and related improvements (the "Project") in a two unit (duplex) apartment building on 352-354 East Channel Islands Boulevard, in the City of Oxnard. A legal description of the Property is attached hereto as Exhibit A. Developer has requested that City loan to Developer funds necessary to proceed with the development of the Project. City is willing to loan funds under the terms set forth in this Agreement.

City has determined that the Project, constructed and operated in accordance with the terms and conditions set forth herein, would implement elements of City's approved housing strategy and that the financial assistance provided herein is necessary to make the project feasible.

AGREEMENT

A. Definitions

1. As used in this agreement, unless a different meaning is apparent from the context or is specified elsewhere in this Agreement, the following words and terms shall have the same meaning given or attributed to them in the California Health and Safety Code and in Title 25 of the California Code of Administrative Regulations.

a. housing costs;
b. family;
c. household;
d. monthly adjusted income;
e. monthly income;
f. rent;

2. For purposes of this agreement a low-income household or family, is a household or family with income not greater than 60% of the Ventura County Metropolitan Statistical Area Median Income, adjusted for family size appropriate for the unit in question as set forth in California Administrative Code Section 6932 ("AMI"). For a low-income household or family an "affordable rent" is a monthly rent that does not exceed 30% of the monthly AMI.

B. Project Description and Affordability Requirements

1. This Agreement provides funds for development of two (2) affordable units (collectively the "affordable units"). The affordable units shall be made available to and shall be restricted for occupancy by low-income families at an affordable rent to such families as provided in this Agreement. The two (2) units shall be made available to families earning 60% or less of the AMI.

Units shall be made available at affordable rents to such families. The affordability covenant contained herein shall remain effective for 55 years after the date of the first occupancy of an affordable unit in the Project. For purposes of designation of HOME-assisted units, the two (2) units shall be designated as "Fixed" units.

2. The project shall meet all City ordinances, conditions, rules and regulations and shall be required to have approval of the City of Oxnard City Council as provided by City ordinances, resolutions and other applicable requirements. Nothing in this Agreement requires City to exercise its police or regulatory power in a certain manner.

3. Developer will execute a Regulatory Agreement ("Regulatory Agreement") in the form and substance attached hereto as Exhibit B, restricting rental of the affordable units as set forth above. The restrictions of this Regulatory Agreement are in addition to and independent of restrictions imposed by any other funding or regulatory agency.

4. To the extent permitted by applicable law, Developer will establish preferences for rental of the affordable units as follows: The units will be made available first to families who reside in Oxnard, then to families who work in Oxnard, but reside elsewhere, and finally to all other families. Developer will maintain a waiting list of all persons who apply to become tenants, with information sufficient to rank such persons. During the entire period of the Regulatory Agreement that units are rented, units will be made available to persons from the waiting list and other applicants in the order of priority set forth above. For purposes of this paragraph 4 above, a unit shall be considered to have been made available as follows:

a. A unit shall be considered to have been made available if Developer actually notifies a potential tenant and a period of 48 hours elapses after such actual notice is given.

b. At any time during such 48 hour availability period, the potential tenant may notify Developer of his/her election to rent the unit. In such event, Developer and tenant shall negotiate in good faith for rental of the unit, at the price for which it has been offered.

C. Project Funding

1. Loan Amount. City will make available to Developer up to the sum of three hundred sixty seven thousand one hundred fifty nine dollars ($367,159) as necessary for and to be used only for acquisition and rehabilitation of this Project. Three hundred twenty four thousand five hundred sixty dollars ($324,560) of this funding will be provided from federal "HOME" funds received by the City and forty two thousand five hundred ninety nine dollars ($42,599) will be provided from affordable housing "In-lieu Fees". Such funding is referred to herein as "the Loan". The Loan shall bear interest as provided herein. The Loan shall be evidenced by this Agreement, by a Promissory Note in the form and substance of Exhibit C attached hereto ("Promissory Note"), secured by a Deed of Trust in the form and substance of Exhibit D attached hereto ("Deed of Trust"). If requested to do so by City. Developer shall execute security instruments granting to City a security interest in personal property, plans and specifications, relating to the Project, which shall have the same priority as the Deed of Trust.

2. Repayment Terms, Failure to complete Project. If the Project has not commenced on or before five years from the date of this Agreement, the Loan shall be repayable with interest at the rate

of 4% per annum in one lump sum payment due 30 days after demand for payment is made. If the Project is not completed as evidenced by a recorded notice of completion for all units within 4 years of the date developer has obtained title to the Property, the Loan shall be repayable with interest at the rate of 4% per annum in one lump sum payment is made.

3. Repayment Terms, Final Payment Date. If the Project is completed as provided in Paragraph C.2. as evidenced by the recorded notice of completion for all units, all Loan amounts then outstanding shall be due and payable no later than the earlier of 55 years from the date of first occupancy of a unit in the Project or December 31, 2067, provided that the loan has not been accelerated pursuant to other provisions of this Agreement. If the Loan is accelerated, the Loan shall be payable, with interest, according to the terms of this Agreement and Promissory Note evidencing the Loan.

4. Project Completion Adjustment. Notwithstanding anything to the contrary contained in this Agreement, upon completion of the project, Developer shall cause Keller & Associates, LLP, 18645 Sherman Way, Suite 110, Reseda, CA 91335 or another independent certified public account chosen by Developer subject to the reasonable approval of the City to prepare a cost certification of the "Total Development Costs of the Project" in accordance with the requirements of Internal Revenue Service Form 8609. In the event the sources of funds (including this Loan, and all other loans, and the limited partners capital contribution available to pay such costs) exceed Total Development Costs, Borrower shall use any such excess to repay the Promissory Note. Developer agrees to provide City with such audited cost certification within twelve months (12) after the recorded notice of completion for the Project.

"Total Development Costs of the Project" shall include all hard and soft development costs, a developer fee, all costs related to the tax credit syndication of the Project, an audit, and funding any reserves required to be capitalized.

If Developer wishes to include in Total Development Costs and expense of more than $10,000.00 for an owner construction upgrade over the design plans approved by the City of Oxnard City Council, as articulated in the plans and specifications to be submitted to the City's Development Services Department (which shall be consistent with the design plans), Developer shall seek approval of the city's Housing Director, which approval shall not unreasonably be withheld.

If the Housing Director, within seven business days, disapproves the upgrade, the Housing Director shall state the reason for disapproval, and the upgrade shall not be included as part of the Total Development Cost of the Project for the purposes of this paragraph. If the Housing Director does not act or approves the upgrade the upgrade may be added to the Total Development Costs.

5. Information Requests. If requested in writing to do so by the City's Housing Director, Developer shall, upon request of the City promptly (and in no event later than 30 days from request) provide all documentation required by City Necessary and appropriate to audit expenditure of the funds loaned under this agreement, including invoices, purchase orders, and documents showing proof of payment.

6. Fidelity Bond. Developer, if the City in writing so requests, shall obtain a blanket fidelity bond from a bonding company acceptable to the City covering all officers and employees of Developer for loss of Loan funds caused by dishonesty in an amount not less than the Loan. Should

such a loss of loan funds occur, Developer agrees to diligently pursue recovery under the bond and to assign or remit to the City all funds recovered. If a Fidelity Bond is required, the cost of such Fidelity Bond shall be added to development costs for purposes of this Agreement.

7. Subordination. The City agrees to subordinate the obligations of this Agreement, and Deed of Trust to be recorded on the Property, to a conventional loan from a private banking institution. The City will not subordinate its Regulatory Agreement to the 'conventional loan' which ensures the long-term affordability will be in place.

8. Additional Conditions Precedent to Funding. Developer shall not obligate or request disbursement of funds, and City shall not be required to disburse funds to Developer, until the City is provided with environmental studies sufficient to demonstrate to the City that the Property is free of environmental defects or impairments which in City's sole discretion and judgment require remediation or other action under, local, State, or federal law, or which in City's sole discretion and judgment, represent health hazards.

9. Loan Fund Disbursement. Any Loan funds shall be disbursed only upon presentation of an invoice or other document requesting disbursement and identifying the purposes of development of the Project permitted by this Agreement. City shall have the right to determine in its reasonable discretion (to be executed by the Housing Director) whether funds requested are for the purposes of development. Funds for payment of architects, engineers and construction contractors shall prima facie be considered expenditures for development. The City shall not be obligated to make any disbursements until Developer becomes the owner of the property; or into an escrow through which Developer will become owner of the Property. Before making a disbursement to Developer for expenses incurred by Developer, the City may in its discretion (1) require proof that payment has been made by Developer for the expenses claimed, (2) require that the disbursement be made in the form of a check jointly payable to Developer and the third party to whom Developer owes payment; and (3) require evidence to demonstrate that the payment is reasonable.

D. Schedule of Performance.

Subject to the provisions of Paragraph F.16 of this Agreement, the construction of the Project shall be completed no later than the dates shown below; provided, however, that any delay caused by City's failure to perform an obligation imposed on City under this Agreement shall extend the date of completion shown by the same number of days as any such delay caused by City.

EVENT	PERFORMANCE DATE
Commencement of construction of The Project	Two years from the date of this agreement.
Completion of construction	Four years from the date of Property acquisition.

A failure to meet the dates for performance shall be a default under this Agreement. In any event, notwithstanding any other provisions of this Agreement, and in addition to any other defaults, failure to complete the Project within the time period provided shall be a default.

E. Assumption and assignment.

This Agreement, together with the Regulatory Agreement, the Promissory Note, and the Deed of Trust may not be assigned to any party without City's written consent. Such consent shall not be unreasonably withheld so long as City's interests in the Project are not placed at risk by such assignment. The City agrees to consent to such assignment and assumption to a limited liability company in which the Developer or its affiliate is the sole member.

F. Other Project Agreements.

1. Construction Requirements. Developer shall provide all construction management for the Project, including design, development, bid solicitation, contract award, construction supervision and all other usual and customary service of an owner or general contractor.

2. Construction Requirement. All work on the Project shall be performed by contractors, licensed under the laws of the State of California, as Developer may employ from time to time to execute such work. Developer shall comply with all federal, state and local laws and regulations pertaining to construction of the Project, including laws relating to competitive bidding and payment of prevailing wages, to the extent the same may be applicable. All work shall be performed in a workmanlike and quality fashion, free of encumbrances and liens, in full compliance with all applicable requirements of the Uniform Building Code and the Oxnard City Code. In addition to all other obligations of Developer as set forth in this Agreement, Developer shall seek and obtain all necessary governmental approvals for the Project and shall pay all permit application fees and development exactions then prescribed by local ordinance or resolution at the time of submittal, unless such fees or exactions are waived by City. Nothing herein excuses compliance by Developer with any or all City ordinances, resolutions, or development procedures and standards in connection with development of the Project. Developer shall comply with all applicable laws governing construction of the Project, including, if applicable state and federal laws governing payment of prevailing wages.

3. Maintenance and Repairs. Developer shall, at all times during the term of this Agreement, cause the Property and the Project to be maintained in good condition and repair regardless of the cause of the disrepair. Developer shall be fully and solely responsible for costs of maintenance, repair, addition and improvements. City, and any of its employees, agents, contractors or designees shall have the right to enter upon the Project at reasonable times and in a reasonable manner to inspect the Project. Developer shall not be responsible for maintenance of property dedicated to the public after the dedication has been accepted.

4. Monitoring Performance. Developer shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which Developer or its agents, or both, perform the services required of it by the terms of this Agreement for the development of the Project. Developer has and hereby retains the right to exercise full control of employment, direction, compensation and discharge of all persons assisting in the performance of services hereunder. In regard to the development of the Project, Developer acknowledges and agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other laws and regulations governing such matters, and shall include requirements in each contract that contractors shall be solely responsible for similar matters relating to their employees. Developer agrees to be solely responsible for its own acts and those of its agents and employees. Developer shall be responsible for payment of any expense associated with relocating

existing occupants of the Property. Notwithstanding the foregoing, at the written request of City, its agents, employees, or attorneys, Developer shall (1) promptly provide documents and provide specific answers to questions upon which information is desired from time to time relative to the income, expenditures, assets, liabilities, contracts, operations and condition of the Project, (2) provide City a photocopy of the certified financial statements of Developer for the past two years, (3) at all reasonable times during normal business hours, provide access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of Developer until two years after the expiration of this Agreement.

5. Annual Reports; Records.

a. By July 31st of each year, beginning on the first July after which any units of the Project are occupied, and continuing thereafter, Developer shall submit in writing an annual status report to City providing all of the following information:

i. The total number of tenants in the Project during the preceding year;

ii. The household size and income of each tenant in the Project;

iii. The rent charged or collected from each tenant during the preceding year.

b. Developer understands and agrees that City may, at any time, request additional information that may be required for the purpose of making necessary and appropriate reports to the Department of Housing and Urban Development and State Department of Housing and Community Development, or for otherwise evaluating Developer's progress and performance pursuant to this Agreement. In the event of such requests, Developer shall comply by providing the appropriate data within 15 working days from the date of any such request.

c. Developer further understands and agrees that the records and additional information descried in this paragraph are required to be retained on a continuing basis for a period of 5 years after this Agreement has expired.

d. Developer further understands and agrees that its failure to comply with any and all reporting and data submission requirements of this Paragraph F.5 may be deemed by City to be evidenced of cessation of operation under the Regulatory Agreement or conversion to an unapproved change in use, requiring recovery of Loan funds pursuant to the Regulatory Agreement, attached hereto as Exhibit B, provided, however, that a failure to comply with the reporting and data submission requirements shall not be deemed to be cessation of operation under the Regulatory Agreement or a conversion to an unapproved change unless Developer has failed to cure such failure to comply within 30 days after City gives Developer a "Notice to Cure," or if the failure cannot be cured within 30 days, fails to commence to cure within 30 days and thereafter diligently pursue such sure.

6. Enforcement of the Agreement. The affordability requirements of this Agreement, and in the Regulatory constitute covenants, conditions and restrictions that run with the land and are enforceable by means of the Deed of Trust. Subject t the provisions of Paragraph 16 below, if Developer fails to perform any obligation under this Agreement, the Regulatory Agreement, the Promissory Note, or the Deed of Trust securing performance of the Regulatory Agreement (or fails to cause the Regulatory Agreement and Deed of Trust to be recorded against the Property as soon as

Developer becomes the owner of the Property) and fails to cure the default within thirty (30) days after City has notified Developer in writing of the default or if the default cannot be cured within thirty (30) days, fails to commence to cure within thirty (30) days and thereafter diligently pursue such cure, City shall have the right to enforce this Agreement by any or all of the following actions:

a. Foreclosure Under Deed of Trust and Recovery of Loan Funds. City may declare a default, terminate this Agreement, and proceed to recover the amount of Loan Funds disbursed under the Regulatory Agreement (Exhibit B), Deed of Trust (exhibit D), and Promissory Note (Exhibit C).

b. Action to Compel Performance or for Damages. City may bring an action at law or in equity to compel Developer's performance of its obligations under this Agreement, and/or for damages.

c. Remedies provided under Loan Documents. City may exercise any other remedy provided under this Agreement, the Regulatory Agreement, Deed of Trust, and Promissory Note.

7. Insurance. Prior to disbursement of any Loan funds, Developer shall obtain and maintain in full force and effect throughout the period of this Agreement, the minimum insurance coverage set forth in the attached Exhibit INS-Q.

8. Hold Harmless, Indemnification. During the period commencing with execution of this Agreement by City, and continuing until such time as the Developer no longer owns any portion of the Property, Developer agrees to and shall defend, indemnify and hold harmless City and the City of Oxnard Housing Authority, and their respective council members, commissioners, directors, officers, employees, contractors and agents from and against all claims, liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused by any person or to the property of any person which shall occur on or adjacent to the Property, or in connection with the activities of Developer under this Agreement, and which shall be directly or indirectly caused by any acts done or any errors or omissions of Developer or its officer, employees, contractors or agents, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of City or any other indemnities. Developer is not obligated to indemnify City or others for claims based upon their use of information provided by Developer, provided the information itself is accurate. Developer shall at all times indemnify and hold harmless City, its officers and employees, from all loss, litigation, liability, damage, or expenses, including, without limitation, potential tenant relocation costs arising under this Agreement and/or any subcontract which Developer enters into relating to implementation of the Project.

9. Sale of Property/Change Of Use. Developer agrees and declares that the Property and the Project shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, operated sold, and approved subject to all obligations set forth or incorporated in this Agreement, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property and the Project. All of the obligations set forth or incorporated in this Agreement shall constitute covenants which run with the land and shall be binding on Developer and its successors and assigns, and all parties having or acquiring any right, title or interest in, or to any part of the Property or Project. Developer further understands and agrees that the loan funds provided to Developer under this Agreement are made on the condition that Developer and all subsequent owners, or other successors

and assigns of the Property and/or Project lease and rent the Units in accordance with the terms and conditions stipulated in Paragraph B.1 of this Agreement, and in the Regulatory Agreement (Exhibit B) for a term of 55 consecutive years commencing upon the date that the Project if first occupied. In the event that Developer or any of its successors and assigns violates any of these covenants, following reasonable notice and opportunity to cure, the total amount of Loan Funds shall become immediately due and payable.

10. Developer Transfer. Developer shall not assign or transfer all or any part of this Agreement without the prior written approval of City. City agrees to give such approval if: (1) the change is to a joint venture entity or limited partnership for financing in which the original Developer remains the managing general partner or possesses controlling ownership and management; (2) in the reasonable determination of City, the proposed reconstituted Developer is comparable in all material respects(including experience, character and financial capability) ti change (or assignment of this Agreement in connection therewith) shall be by instruments reasonably satisfactory to the City Attorney of City. Evidence of the proposed assignees' qualifications to meet the obligations of the Developer under this Agreement shall be subject to the approval of the Housing Director of the City of Oxnard ("Director") or his designee, which approval is not to unreasonably be withheld.

Developer represents and agrees for itself, each partner and any successor in interest of itself and each partner that prior to issuance by City of a Certificate of Occupancy for all the units to be developed, and without the prior written approval of City, there shall be no significant change in the ownership of Developer or in the relative proportions thereof, or with respect to the identity of the parties in control of Developer or the degree thereof, by any method or means, except a transfer permitted under Paragraph E. of this Agreement.

Developer shall promptly notify City of any and all changes whatsoever in the identity of the parties in control of Developer or the degree thereof, of which it or nay of its officers have been notified or otherwise have knowledge or information. This Agreement may be terminated by city if without the prior approval of City, there is any significant change (voluntary or involuntary) in membership, management or control of Developer or its associates (other than such changes occasioned by the death or incapacity of any individual) prior to issuance of a Certificate of Occupancy for all units to be developed.

11. Permits and Other Approvals. Developer shall obtain all zone changes, permits, licenses and other approvals that may be necessary in order to legally proceed with the Project. Nothing in this Agreement shall be construed to require or obligate City to approve any zone changes, to issue any conditional use permits, to issue any building permits, or other permits, to approve any tentative o final maps regarding the Project, or to give or issue any other approvals regarding the Project. Any application by Developer for any such permits and/or approvals shall be processed as any other applications for similar permits or approvals are processed under applicable laws.

12. Authority to Bind. By entering into this Agreement, Developer certifies it is qualified and licensed to conduct business in the State of California.

13. Notice. All notices given or required to be given to this Agreement, shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

TO CITY: City of Oxnard Affordable Housing Program
435 South 'D' Street
Oxnard, California 93030
Attention: Housing Director

TO DEVELOPER: Many Mansions
1459 E. Thousand Oaks Blvd., Suite D
Thousand Oaks, CA 91362
Attention: President

And, when addressed in accordance with this paragraph, shall be deemed given upon two (2) business days after deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the name and addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

14. Compliance with Law. Developer shall comply with all applicable laws and regulations in the implementation of this Agreement.

15. Contractual Relationship. The contractual relationship between City and Developer is independent and under no circumstances shall Developer be considered an agent, partner, or joint venture of City.

16. Enforced Delay; Extension of Times Of Performance. In addition to specific provisions of this Agreement, performance by any of the parties hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war, insurrection, strikes. Lockouts, riots, floods, earthquakes, fires, causalities, acts of God, acts of the public enemy, terrorist attacks, epidemics, quarantine restrictions, freight embargos, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplier, acts or omissions of another party, acts or failures to acts of any public or governmental agency or entity (other than the acts or failures to act of City which shall not excuse performance by City), or any other causes beyond the control or without the fault of the party claiming an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from time to time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City's Housing Director and Developer.

17. Benefit of Agreement. This Agreement and every provision hereof is for the exclusive benefit of Developer and City and not for the benefit of any other party. There shall be no incidental or other beneficiaries of any of Developer's or City's obligations under this Agreement.

18. Form and Substance of Exhibits/Other Agreements. Documents in the form and substance of the attached Exhibits are an integral part of this Agreement. Such documents, however, may be changed prior to execution in manners that in the opinion of the City Attorney, do not materially affect the substance of the agreements contained herein. The Housing Director is authorized to and accept documents in the form of the Exhibits, as well as any other documents necessary and appropriate to implement this Agreement.

19. Enforcement of Agreement. In any terms, provisions, conditions or covenants in this Agreement, or the application thereof to any party or circumstances, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms, provisions, conditions or covenants to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. Governing Law. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Ventura County.

21. Modifications. To the extent that any lender to, or equity investor in, the Project requires changes to this Agreement or any document, the form of which is an exhibit to this Agreement, the City agrees to consent to such changes, and the City and the Developer shall cooperate to effect such changes within a reasonable time.

22. Supersedes Prior Agreements. The provisions of this Agreement supersede all prior agreements and understanding between the parties hereto with regard to the subject matter hereof.

Signatures on next page

CITY OF OXNARD

By: ____________________________
Dr. Thomas E. Holden, Mayor

MANY MANSIONS, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

By: ____________________________
Rick Schroeder, President

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

____
Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

____
Jim Cameron, Finance Director

EXHIBIT LIST

A – Legal Description

B – Regulatory Agreement

C – Promissory Note

D – Deed of Trust

INS-Q

EXHIBIT "A"

LEGAL DESCRIPTION

All the certain real property situated in the County of Ventura, State of California, described as follows:

Lot 14 of Block "A", McMillan Manor Tract, in the City of Oxnard, County of Ventura, State of California, as per map recorded in Book 14, Page 80, of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel Number: 219-0-021-065

ATTACHMENT 1
EXHIBIT A
PAGE 13 OF 34

EXHIBIT "B"

Recording Requested by and
When Recorded Return to:

City of Oxnard
305 West Third Street
Oxnard, California 93030
Attn: City Clerk

No Recording Fee Required In Accordance
With California Government code Section 6103

SPACE ABOVE THISLINE FOR RECORDER USE

REGULATORY AGREEMENT (CITY OF OXNARD)

THIS REGULATORY AGREEMENT (CITY OF OXNARD) ("Regulatory Agreement") is entered into effective June 19, 2012, by Many Mansions ("Developer") in favor of the City of Oxnard ("City") pursuant to and in evidence of an "Affordable Housing and Loan Agreement" executed by Borrower concurrently herewith (the "Agreement").

WHEREAS, Developer is or will be the owner of that certain real property in the City of Oxnard ("City"), County of Ventura, State of California ("Property") described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Developer and city have entered into the Agreement in which Developer has agreed to purchase, rehabilitate and operate the Property as an affordable housing project, and city has loaned $367,159 to assist development of the affordable housing project (the "Project"):

NOW, THEREFORE, IN CONSIDERATIONFORCITY'S ASSISTANCE, DEVELOPER COVENANTS AND AGREES FOR THE BENEFIT OF CITY AS FOLLOWS:

AGREEMENT

1. Definitions

   a. As used in this Regulatory Agreement, unless a different meaning is apparent from the context or is specified elsewhere in this Regulatory Agreement, the following words an terms shall have the same meaning given or attributed to them in Title 25 of the Code of Regulations.

      housing costs;
      family;
      household;
      monthly adjusted income;
      monthly income;
      rent;

ATTACHMENT 1
EXHIBIT B
PAGE 14 OF 34

b. For purposes of this agreement a low-income household or family, is a household or family with income not greater than 60% of the Ventura County Metropolitan Statistical Area Median Income, adjusted for family size appropriate for the unit in question as set forth in California Administrative Code Section 6932 ("AMI"). For a low-income household or family an "affordable rent" is a monthly rent that does not exceed 30% of the monthly AMI.

2. Term. The provisions of this Regulatory Agreement shall remain in effect for a period of 55 years from the date of first occupancy of a unit in the Project.

3. City Contributions. The City has provided funds for acquisition and rehabilitation costs of two (2) affordable apartment units.

4. City Conditions. The Project shall meet all City conditions rules and regulations and shall be required to have approval of the Oxnard Planning Commission and City Council as required by City ordinances, resolutions, regulations and requirements.

5. Affordability Requirement. This Agreement provides funds for development of two (2) affordable units (collectively the "affordable units"). The affordable units shall be made available to and shall be restricted for occupancy by low-income families at an affordable rent to such families as provided in this Agreement. The two (2) units shall be made available to families earning 60% or less of the AMI. Units shall be made available at affordable rents to such families. The affordability covenant contained herein shall remain effective for 55 years after the date of the first occupancy of an affordable unit in the Project. For purposes of designation of HOME-assisted units, the two (2) units shall be designated as "Fixed" units.

6. Oxnard Preference. To the extent permitted by applicable law, Developer will establish preferences for rental of the affordable units as follows:

The units will be made available to families that qualify as low income (≤60% AMI) and who:

i. Reside in Oxnard
ii. Work in Oxnard and reside elsewhere
iii. All other families.

Developer will maintain a waiting list of all persons who apply to become tenants, with information sufficient to rank such persons.

During the entire period of the Regulatory Agreement that units are rented, units will be made available to persons from the waiting list and other applicants in the order of priority set forth above. For purposes of this paragraph 6, a unit shall be considered to have been made available as follows:

a. A unit shall be considered to have been made available if Developer actually notifies a potential tenant and a period of 48 hours elapses after such actual notice is given.
b. At any time during such 48 hour availability period, the potential tenant may notify Developer of his/her election to rent the unit. In such event, Developer and tenant shall

negotiate in good faith for rental of the unit, at the price for which it has been offered.

7. Construction. All work on the Project shall be performed by contractors, licensed under the laws of the State of California, as Developer may employ from time to time to execute such work. Developer shall comply with all federal, State and local laws and regulations pertaining to construction of the Project, including laws relating to competitive bidding and payment of prevailing wages, to the extent the same may be applicable. All work shall be performed in a workmanlike and quality fashion, free of encumbrances and liens, in full compliance with all applicable requirements of the Uniform Building Code and the Oxnard City Code. In addition to all other obligations of Developer as set forth in this Regulatory Agreement, Developer shall seek and obtain all necessary governmental approvals for the Project and shall pay all permit application fees and development exactions then prescribed by city ordinance or resolution at the time of submittal, unless such fees or exactions are waived by City. Nothing herein excuses compliance by Developer with any or all City ordinances, resolutions or procedures in connection with development of the Project.

8. Maintenance. Developer shall, at all times during the term of this Regulatory Agreement, cause the Property and the Project to be maintained in good condition and repair regardless of cause of the disrepair. Developer shall be fully and solely responsible for costs of maintenance, repair, addition and improvements. City, and any of its employees, agents, contractors or designees shall have the right to enter upon the Project at reasonable times and in reasonable manner to inspect the project.

9. Reports. Developer will provide City with reports and records as follows:

   a. Developer understands and agrees that City may, at any time, request information that may be required for the purpose of making necessary reports to the Department of Housing and Urban Development and State Department of Housing and Community Development, or for otherwise evaluating Developer's progress and performance pursuant to this Regulatory Agreement. In the event of such requests, Developer shall comply by providing the appropriate data within 15 working days from the date of any such request.

   b. Developer further understands and agrees that the records and additional information described in this paragraph are required to be retained on a continuing basis for a period of 5 years after this Regulatory Agreement has expired.

   c. Developer further understands and agrees that its failure to comply with any and all reporting and data submission requirements of this paragraph 9 may be deemed by City to be evidence of cessation of operation under the Regulatory Agreement or conversion to an unapproved change in use, requiring recovery of loan funds pursuant to the Regulatory Agreement, provided, however, that a failure to comply with the reporting and data submission requirements shall not be deemed to be cessation of operation under the Regulatory Agreement or a conversion to an unapproved change unless Developer has failed to cure such failure to comply within 30 days after City gives Developer a "notice to cure", or if the failure cannot be cured within 30 days, fails to commence to cure within 30 days and thereafter diligently pursue such cure.

d. All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail.

e. Without limiting the foregoing, Developer shall provide each an all of the reports described in Paragraph F.5. of the Loan Agreement.

The affordability requirements contained in this Regulatory Agreement constitute covenants, conditions and restrictions that run with the land. Subject to the provisions of paragraph 17 below, if Developer fails to perform any obligation under this Regulatory Agreement, and fails to cure the default within 30 days after City has notified Developer in writing of the default or if the default cannot be cured within 30 days, fails to commence to cure within 30 days and thereafter diligently pursue such cure, City shall have the right to enforce this Regulatory Agreement by any means permitted by law, including an action at law or in equity to compel Developer's performance of its obligations, and/or for damages.

10. Hold Harmless Indemnification.

a. Developer shall at all times defend, indemnify and save City, the City of Oxnard Community Development Commission and the City of Oxnard Housing Authority, including their boards, council members, commissioners, agencies, departments, officers, employees, agents and volunteers, harmless against any and all claims, lawsuits, judgment, demands and liability against City, Successor Agency, or the City of Oxnard Housing Authority, all of their boards, council members, commissioners, agencies, departments, officers, employees, agents and volunteers, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the operations conducted or subsidized in whole or in part by City related to this Regulatory Agreement, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of City or any other indemnities. Developer is not obligated to indemnify City or others for claims based upon their use of information provided by Developer, provided the information itself is accurate. Developer shall at all times indemnify and hold harmless City, its officers and employees, from all loss, litigation, liability, damage, or expense, including, without limitation, potential tenant relocation costs arising under this Regulatory Agreement and/or any subcontract which Developer enters into relating to implementation of the Project.

b. Developer's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Borrower is obligated to indemnify and hold harmless.

11. Modifications. This Regulatory Agreement is subject to written modification and termination as necessary by City in accordance with requirements contained in any future federal legislation and regulations. All other modifications must be in written form and approved by both parties. To the extent that any lender to, or equity investor in, the Project requires changes to this Regulatory Agreement, which changes do not materially affect the basic affordability, reporting, and enforcement provisions hereof, the City agrees to cooperate to effect such changes within a reasonable time.

12. Sale Of Property/Change Of Use. Developer agrees and declares that the Property and the Project shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, operated, sold, and approved subject to all obligations set forth or incorporated in this Regulatory Agreement, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property and the Project. All of the obligations set forth or incorporated in this Regulatory Agreement shall constitute covenants which run with the land and shall be binding on Developer and its successors and assigns, and all parties having or acquiring any right, title or interest in, or to any part of the Property or Project. Developer further understands and agrees that the loan funds provided to Developer under this Regulatory Agreement are made on the condition that Developer and all subsequent owners, or other successors and assigns of the Property and/or Project lease and rent the Units in accordance with the terms and conditions stipulated in paragraph 5. of this Regulatory Agreement, for a term of 55 consecutive years commencing upon the date that the Project is first occupied. In the event that Developer or any of its successors and assigns violates any of these covenants, following reasonable notice and opportunity to cure, the total amount of the Loan funds shall become immediately due and payable.

13. Authority to Bind. By entering into this Regulatory Agreement, Developer certifies it is qualified and licensed to conduct business in the State of California.

14. Notice. All notices given or required to be given to this Regulatory Agreement, shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

TO CITY: City of Oxnard
435 South D Street
Oxnard, California 93030
Attention: Housing Director

TO DEVELOPER: Many Mansions
1459 E. Thousand Oaks Blvd. Ste D
Thousand Oaks, CA 91362
Attention: President

and, when addressed in accordance with this paragraph, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the name and addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

15. Compliance with Law. Developer shall comply with all applicable laws and regulations in the implementation of this Regulatory Agreement.

16. Contractual Relationship. The contractual relationship between City and Developer is independent and under no circumstances shall Developer be considered an agent or partner of City.

17. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Regulatory Agreement, performance by any of the parties hereunder shall not be deemed to be in default, and all performance and other dates specified in this Regulatory Agreement shall be extended, where delays or defaults are due to: war, insurrection, strikes, lockouts, riots, floods,

earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargos, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplier, acts or omissions of another party, acts or failures to act of any public or governmental agency or entity (other than the acts or failures to act of City which shall not excuse performance by City), or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Regulatory Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Regulatory Agreement may also be extended in writing by the mutual agreement of City's Housing Director and Developer.

18. Benefit Of Agreement. This Regulatory Agreement and every provision hereof is for the exclusive benefit of Developer and City and not for the benefit of any other party. There shall be no incidental or other beneficiaries of any of Developer's or City's obligations under this Regulatory Agreement.

19. Enforcement Of Agreement. If any terms, provisions, conditions or covenants in this Regulatory Agreement, or the application thereof to any party or circumstances, shall to any extent be held invalid or unenforceable, the remainder of this Regulatory Agreement, or the application of such terms, provisions, conditions or covenants to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Regulatory Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. Governing Law. The terms of this Regulatory Agreement shall be interpreted according to the laws of the State of California.

21. Rights of Mortgage Holders. The provisions of these Covenants do not limit the right of the holder of any mortgage, deed of trust or other lien or encumbrance to exercise any of its remedies for the enforcement of any pledge or lien upon the Property, recorded prior in time to this Regulatory Agreement or to which this Regulatory Agreement has been subordinated in writing. In the event of any foreclosure under any such mortgage, deed of trust, or other lien or encumbrance, or a sale pursuant to any power of sale included in any such mortgage or deed of trust, the purchaser or purchasers and their successors and assigns and the Property shall not be subject to conditions, restrictions and covenants contained in Paragraphs 5, 6, and 9 hereinabove.

22. City Successors. City, its successors and assigns, is deemed the beneficiary of the covenants contained herein, without regard to technical classification and designation. The covenants shall run in favor of City, its successors and assigns, without regard to whether City has been, remains, or is an owner of any land or interest therein.

23. Modification. City and its successors and assigns, and Developer and its successors and assigns shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants or restrictions contained in these covenants without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property: provided, however, that the obligations set

forth in paragraph 21 shall not be subject to modification without the consent of any affected lienholder.

24. No Discrimination. Unless permitted by law and subject to the restrictions set forth in this agreement, there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, national origin, sex, age, disability, marital status, sexual preference, creed, ancestry, familial status, medical condition, or retaliation for having filed a discrimination complaint, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Developer itself or any person claiming under or through it, establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number use or occupancy of buyers, tenants, lessees, subtenants, sublessees, or vendees of the Property.

The Developer shall refrain from restricting the rental, sale or lease of the Property to any person on the basis of race, color, religion, ancestry, familial status, national origin, sex, age, disability, marital status, sexual preference, creed, ancestry, medical condition, or retaliation for having filed a discrimination complaint. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

> "The transferee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or though them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.0 of the Government code, in the sale, lease sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or though him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lesses, subtenants, sublesses, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

Signatures on Next Page

IN WITNESS WHEREOF, City and Developer have executed this Regulatory Agreement.

(NOTARIZATION REQUIRED)

City:

Developer:

MANY MANSIONS, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

____
Rick Schroeder, President

EXHIBIT "A"

LEGAL DESCRIPTION

All the certain real property situated in the County of Ventura, State of California, described as follows:

Lot 14 of Block "A", McMillan Manor Tract, in the City of Oxnard, County of Ventura, State of California, as per map recorded in Book 14, Page 80, of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel Number: 219-0-021-065

ATTACHMENT 1
EXHIBIT B
PAGE 22 OF 34

EXHIBIT "C"

PROMISSORY NOTE
Affordable Housing Assistance
(Secured by Deed of Trust)

$367,159

Oxnard, California
June 19, 2012

FOR VALUE RECEIVED, the undersigned, Many Mansions, a California nonprofit public benefit corporation ("Borrower"), hereby promises to pay to the order of the City of Oxnard, a California municipal corporation ("Lender"), the principal sum of Three Hundred Sixty Seven Thousand One Hundred Fifty Nine Dollars ($367,159), with interest on the unpaid balance thereof from the date of each advance as evidenced by this Note set forth above until repaid at the rate of four percent (4%) per annum (except as otherwise provided herein). The term Loan as used herein, means the Loan evidenced by this Note. The Loan is made pursuant to the terms of the Affordable Housing and Loan Agreement (the "Loan Agreement") and Regulatory Agreement ("Regulatory Agreement") both dated June 19, 2012. Both principal and interest are payable as hereinafter provided, to Lender at 300 W. Third Street, Oxnard, California 93030, Attention: Finance Director, or at such other place as from time to time may be designated by the holder of this Seconded Amended and Restated Promissory Note ("Note").

All of the provisions of this Note are agreements which are secured by the Deed of Trust securing this Note. A default in observance of any of the provisions is a default with consequences under the Deed of Trust. All terms not otherwise defined in this Note have the meaning assigned to such terms in the Loan and Regulatory Agreements.

1. **DEFINITIONS.** The following definitions apply to this Note:

   A. Borrower: Many Mansions, a California nonprofit public benefit corporation;

   B. Lender: The City of Oxnard, California, a municipal corporation;

   C. Property: See Exhibit "A"

   D. Deed of Trust: The Deed of Trust, With Assumptions of Rents of even date with this Note, which deed of trust secures performance of Borrower's obligations under this Note;

   E. Note: This promissory note;

2. **PAYMENT PROVISIONS**: The following payment provisions apply to this Note:

   A. Promise to Pay. Borrower promises to pay to the order of Lender the principal sum of Three Hundred Sixty Seven Thousand One Hundred Fifty

Nine Dollars ($367,159), plus interest thereon and other charges due under this Note, all in the manner provided below. Interest shall accrue at the rate of 4% per annum on funds advanced, commencing on the date of each advance. All payments received shall be applied first to the charges which Lender is entitled to impose under this Note and the Deed of Trust, then to interest, and then to principal.

B. Payments. Borrower promises to pay interest and principal, and all other sums which may become due on the Note as follows:

(1) All sums outstanding under this Note shall be due and payable 55 years from the date Borrower becomes the owner of the Project and in no event later than December 31, 2067.

(2) All sums outstanding under this note are payable in accordance with the provisions of paragraphs C.2, C.3, and C.4 of the Loan Agreement.

(3) All sums outstanding under this Note shall without any reduction become immediately due and payable upon any default under this Note, or upon any transfer (including hypothecation) of the Property securing payment of this Note not permitted by the Loan Agreement, upon any change in ownership or composition of the Borrower not permitted, or upon any breach or default of the Loan Agreement or the Regulatory Agreement.

3. **PAST DUE PRINCIPAL AND INTEREST**. Any amount of principal or interest on the Loan or any fee or expense or other amount payable hereunder shall, to the extent permitted by law, bear interest from such payments due date until paid at the rate of 10% per annum, which interest shall be immediately due and payable.

4. **NO DEDUCTIONS, NO OFFSETS**. All payments of principal and interest hereunder shall be made without deduction of any present and future taxes, levies, duties, imposts, deductions, charges or withholdings imposed by any existing or future law, rule, regulation, treaty, directive or requirement whether or not having the force of law, which amounts shall be paid by Borrower. Borrower will pay the amounts necessary such that the gross amount of the principal and interest received by Lender is not less than that required by this Note. All stamp and documentary taxes shall be paid by Borrower. If, notwithstanding the foregoing, Lender pays any such taxes, Borrower will reimburse Lender for the amount paid, as additional interest, within five (5) days of Lender's demand for payment. Borrower will furnish Lender official tax receipts or other evidence of payment of all such amounts.

5. **ABSENCE OF USURY**. Borrower and Lender intend that the Loan be exempt from the restrictions contained in the California usury law, or if not exempt, that the Loan shall be in compliance with any applicable usury law. In furtherance thereof, Borrower and Lender agree that none of the terms and provisions contained in this Note, or in any other instrument executed in connection herewith, shall ever be construed to create a contract to pay for the use, forbearance or detention of money, or interest at a rate in excess of the maximum interest rate permitted to be

charged by applicable law. Therefore, if a court ultimately determines that the Loan is not exempt from the California usury law, or if a court determines that the usury law of another jurisdiction should be applied to the Loan: (a) neither Borrower nor any endorsers or other parties now or hereafter becoming liable for payment of this Note shall ever be required to pay interest on this Note at a rate in excess of the maximum interest that may be lawfully charged under applicable law, and the provisions of this Section shall control over all other provisions of this Note and any other instruments now or hereafter executed in connection herewith; (b) if the maturity hereof shall be accelerated for any reason or if the principal of this Note is paid prior to the end of the term of this Note, and as a result thereof the interest received for the actual period of existence of the Loan would be unlawful, the holder of this Note shall refund to Borrower the amount of such excess or shall credit the amount of such excess against the principal balance of the Note then outstanding; and (c) in the event that Lender or any other holder of this Note shall collect monies which are deemed to constitute interest which would increase the effective interest rate on this Note to a rate in excess of that permitted to be charged by applicable law, all such sums deemed to constitute interest in excess of the legal rate shall, upon such determination, at the option of the holder of this Note, be first, credited against the principal balance of this Note then outstanding, and second, returned to the Borrower.

6. **PREPAYMENT**. This Note may be prepaid in whole or in part without penalty or charge.

7. **ATTORNEY'S FEES**. Should the indebtedness represented by this Note or any part thereof be collected at law or in equity or through any bankruptcy (including, without limitation, any action for relief from the automatic stay or any other bankruptcy proceeding) receivership, probate or other court proceedings or by any judicial or non-judicial foreclosure proceeding, or if this Note is placed in the hands of attorneys for collection after default, the Borrower and all endorsers, guarantors and sureties of this Note jointly and severally agree to pay, in addition to the principal and interest due and payable hereon, reasonable attorneys' fees and collection costs and expenses. Should any action be brought to construe, clarify, or obtain a declaration as to the terms of this Note or the parties' obligations under it, the prevailing party in such action shall recover its reasonable attorneys' fees.

8. **WAIVER OF PRESENTMENT**. Borrower, and any and all endorsers, guarantors and sureties of this Note, and all other persons liable or to become liable on this Note, jointly and severally waive presentment for payment, demand, notice of demand and of dishonor and nonpayment of this Note, notice of intention to accelerate the maturity of this Note, protest and notice of protest, diligence in collecting, and the bringing of suit against any other party, and agree to all renewals, extensions, modifications, partial payments, releases or substitutions of security, in whole or in part, with or without notice, before or after maturity. The pleading of any statute of limitations as a defense to any demand against the makers, endorsers, guarantors and sureties is expressly waived by each and all such parties to the extent permitted by law.

9. **LOSS OF NOTE**. Upon notice from any holder to Borrower of the loss, theft, destruction or mutilation of this Note and, upon receipt of indemnity reasonably satisfactory to Borrower from any holder of this note (except that if Lender or the Oxnard Community Development Commission is the holder of this Note, an indemnification from Lender shall be sufficient) or, in the case of mutilation hereof, upon surrender of the mutilated Note, Borrower will make and deliver a new note of like tenor in lieu of this Note.

10. **SUCCESSORS AND ASSIGNS**. This Note shall be binding upon and shall inure to the benefit of Borrower and Lender, and their successors and assigns.

11. **SEVERABLE PROVISIONS**. Every provision of this Note is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or enforceability shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

12. **NOTICES**. Notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Note shall be in writing and shall be given by personal delivery, mail or telegram or facsimile and addressed, if to Lender, 435 South "D" Street, Oxnard, California 93030, or if to Borrower, at 1459 E. Thousand Oaks Blvd., Thousand Oaks, California 91362. Notice by personal delivery shall be deemed effective upon the delivery of such notice to the party for whom it is intended at the recipient's address. Notice by mail shall be deemed effective two (2) business days after depositing such notice, certified or registered mail, postage prepaid, properly stamped and sealed, with the United States Postal Service, properly addressed regardless of whether or when the notice is actually received by the addressee. Notice by telegram shall be deemed effective upon the transmission of the telegram, telegraph charges prepaid, to the party for whom it is intended at the recipient's address. Notice by facsimile shall be effective upon transmission. Notice by overnight guaranteed delivery service shall be deemed effective one (1) business day after depositing such notice with said service, charges prepaid and properly addressed. Either party may give notice of any change of address in accordance with the notice procedures described above.

13. **DEFAULT**. Any failure to perform any obligation of Borrower under this Note, the Deed of Trust, the Agreement, or the Regulatory Agreement shall be considered a default hereunder.

14. **JOINT AND SEVERAL**. The obligations of Borrower in this Note shall be joint and several obligations of Borrower and of each Borrower, if more than one, and of each of Borrower's heirs, devisees, legatees, administrators, executors, personal representatives, successors and assigns.

15. **GENDER**. In this Note, whenever the context so requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural.

16. **TIME OF ESSENCE**. Time is of the essence in this Note and the performance of each of the covenants and agreements contained herein.

17. **GOVERNING LAW**. This Note shall be construed and enforced in accordance with the laws of the State of California.

18. **AUTHORITY**. The person executing this Note represents and warrants that such person has the authority to execute this Note and bind borrower to its provisions.

19. **CAPTIONS AND REFERENCES**. The captions of the Paragraphs of this Note are for the purposes of convenience only and are not intended to be part of this Note and shall not be deemed

to modify, explain, enlarge or restrict any of the provisions hereof. All "Paragraph" references are to the paragraphs of this Note, unless otherwise indicated.

20. **SECURITY**. This Note is secured by a deed of trust executed concurrently herewith, encumbering the property described therein.

DISCLOSURES. BORROWER HEREBY ACKNOWLEDGES THAT INTEREST IN THIS NOTE MAY AT TIMES TO BE CALCULATED BY HOLDER ON THE BASIS OF A THREE HUNDRED SIXTY (360) DAY YEAR AND IS FULLY AWARE THAT SUCH CALCULATIONS MAY RESULT IN AN ACCRUAL AND/OR PAYMENT OF INTEREST IN AMOUNTS GREATER THAN CORRESPONDING INTEREST CALCULATIONS BASED ON A THREE HUNDRED SIXTY-FIVE (365) DAY YEAR.

MANY MANSIONS, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

By: ______________________________
Rick Schroeder, President

EXHIBIT "A"

LEGAL DESCRIPTION

All the certain real property situated in the County of Ventura, State of California, described as follows:

Lot 14 of Block "A", McMillan Manor Tract, in the City of Oxnard, County of Ventura, State of California, as per map recorded in Book 14, Page 80, of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel Number: 219-0-021-065

EXHIBIT "D"

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Oxnard
305 W. Third Street
Oxnard, CA 93030
Attn: City Clerk

No Recording Fee Required In Accordance With
California Government Code Section 6103.

(Space above this line for Recorder's use)

DEED OF TRUST WITH ASSIGNMENT OF RENTS

(This Deed of Trust contains an acceleration clause)
(Secures Promissory Note, Affordable Housing and Loan Agreement, and Regulatory Agreement)

This DEED OF TRUST is made June 19, 2012, between Many Mansions, A California Nonprofit Public Benefit Corporation, herein called TRUSTOR, whose address is 1459 E. Thousand Oaks Blvd. Ste. D, Thousand Oaks, CA 91362, Lawyers Title Insurance Corporation, herein called TRUSTEE, and the City of Oxnard, a California municipal corporation (the "City"), herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property in the County of Ventura, State of California, described as:

All the certain real property situated in the County of Ventura, State of California, described as follows:

Lot 14 of Block "A", McMillan Manor Tract, in the City of Oxnard, County of Ventura, State of California, as per map recorded in Book 14, Page 80, of Maps, in the Office of the County Recorder of said County.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

For the Purpose of Securing the performance of each agreement of Trustor incorporated by reference or contained herein; and performance of all obligations, that certain Affordable Housing Agreement dated June 19, 2012, and that certain Promissory Note of even date herewith ("Promissory Note"), in the face amount of $367,159 made by Trustor. This Deed of Trust secures all obligations of each of the foregoing agreements. Any default in the performance of obligations under any of such agreements is a default under each of the agreements and is a default hereunder, and entitles Beneficiary and Trustee to exercise all rights and remedies herein described.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda 1288	556		Madera	911	136	San Luis Obispo	1311	137
Alpine	3	130-31	Marin	1849	122	San Mateo	4778	175
Amador	133	438	Mariposa	90	453	Santa Barbara	2065	881
Butte	1330	513	Mendocino	667	99	Santa Clara	6626	664
Calaveras	185	338	Merced	1660	753	Santa Cruz	1638	607
Colusa	323	391	Modoc	191	93	Shasta	800	633
Contra Costa	4684	1	Mono	69	302	San Diego Series5	1964	149774
Del Norte	101	549	Monterey	357	239	Sierra	38	187
El Dorado	704	635	Napa	704	742	Siskiyou	506	762
Fresno	5052	623	Nevada	363	94	Solano	1287	621
Glenn	469	76	Orange	7182	18	Sonoma	2067	427
Humboldt	801	83	Placer	1028	379	Stanislaus	1970	56
Imperial	1189	701	Plumas	166	1307	Sutter	655	585
Inyo	165	672	Riverside	3778	347	Tehama	457	183
Kern	3756	690	Sacramento	5039	124	Trinity	108	595
Kings	858	713	San Benito	300	405	Tulare	2530	108
Lake	437	110	San Bernardino	6213	768	Tuolumne	177	160
Lassen	192	367	San Francisco	A-804	596	Ventura	2607	237
Los Angeles	T-3878	874	San Joaquin	2855	283	Yolo	769	16
						Yuba	398	693

shall inure to and bind the parties hereto, with respect to the property above described. Said Agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and attached hereto), are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby; provided the charge therefore does not exceed the maximum allowed by law.

The Trustor acknowledges receipt of a copy of such provisions of such fictitious deed of trust.

If the Trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be made to him as his address hereinbefore set forth.

SIGNATURE OF TRUSTOR

____

Many Mansions, A California Nonprofit
Public Benefit Corporation

ATTACHMENT 1
EXHIBIT D
PAGE 30 OF 34

INS-Q A-7504

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/11/2012

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

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

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

CONTACT NAME: Sharon Sparks
PHONE (A/C, No, Ext): (805)585-6161 FAX (A/C, No): (805)585-6261
E-MAIL ADDRESS: ssparks@twiw.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nonprofits' Insurance Alliance	11384
INSURER B : Ins Co of the West	27847
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Many Mansions
1459 Thousand Oaks Blvd, #D
Attn: Dan Towery
Thousand Oaks CA 91362

COVERAGES

CERTIFICATE NUMBER: 12/13 GL/AU/UMB/WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			2012-03090X-NPO	1/20/2012	1/20/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			2012-03090X-NPO	1/20/2012	1/20/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Hired/borrowed	$
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			201203090X-UMB-NPO	1/20/2012	1/20/2013	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLV 5006321 01	5/4/2012	5/4/2013	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
GL/AUTO: City of Oxnard, its City Council, Officers, employees, agents and volunteers are additional insured as respects to Oxnard Project located at 352-354 E Channel Islands Blvd, Oxnard CA 93033 per the CG20260704; NIAC-A1(3/91) (AUTO) as required by written contract during the policy term. This insurance is primary and non-contributory to any other insurance held by the additional insured.

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
Reference No. A-7504
300 West Third St. Ste 302
Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
David Shore/SHAROS

ATTACHMENT 1

INS-Q A7504

Policy Number: 2012-03090X-NPO
Named Insured: MANY MANSIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED—DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Oxnard 300 West 3rd St, Ste 302 Oxnard, CA 93030 RE: 352-354 E. Channel Islands Blvd, Oxnard CA 93033
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

ATTACHMENT 1

EXHIBIT INS-Q

PAGE 32 OF 34

INS - Q A-7504

Nonprofits' Insurance Alliance of California
A HEAD FOR INSURANCE... A HEART FOR NONPROFITS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

City of Oxnard
300 West 3rd St, Ste 302, Oxnard CA 93030

RE: 352-354 E. Channel Islands Blvd, CA 93033

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

NIAC-A1 (3/91)

ATTACHMENT 1
EXHIBIT INS - Q
PAGE 33 OF 34

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. **Excess Insurance**

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A.** – Bodily Injury And Property Damage Liability.

(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

physical inspection reports. The rehabilitation costs including the construction management and oversight will be approximately $43,000.

Construction period expenses including the construction loan interest, loan closing costs, insurance, property studies, and miscellaneous fees will cost about $25,000. Since the property is owner occupied (i.e. mother and son) and they are moving prior to the close of escrow there will be no relocation costs. There are no permanent financing costs as the acquisition and construction loans roll over into permanent financing.

Many Mansions is not receiving a developer fee for this project. Although we will receive a small administrative fee via the HOME funds called CHDO Operations funds.

Financing ("Sources of Funds")

Based on Many Mansions' financial analysis, this project is developmentally feasible. Financing for this project will include a conventional bank loan, bridge financing provided by Many Mansions via its Line of Credit, HOME funds from the City of Oxnard, and In-lieu Fees received by the City of Oxnard.

The project will have the Construction Funding 'Sources' as indicated in Table 2 below:

Table 2: Construction Funding Sources

Source	Lien Position	Amount
Conventional Bridge Loan	1	$45,424
HOME Funds (CHDO set-aside)	2	$324,560 [1]
In-lieu Fees (City of Oxnard)	3	$42,599
	Total	**$412,583**

[1] Many Mansions will provide a bridge loan from its Line of Credit to acquire the property. HOME funds will repay this loan after meeting all threshold requirements (e.g. completing environmental review).

The project will have the Permanent Funding 'Sources' as indicated in Table 3 below:

Table 3: Permanent Funding Sources

Source	Lien Position	Amount
Conventional Bridge Loan	1	$45,424
HOME Funds (CHDO set-aside)	2	$324,560
In-lieu Fees (City of Oxnard)	3	$42,599
	Total	**$412,583**

Many Mansions has experience utilizing the proposed funding and is very confident it will be able to complete this project successfully. Below is a detailed description of each of the proposed funding sources.

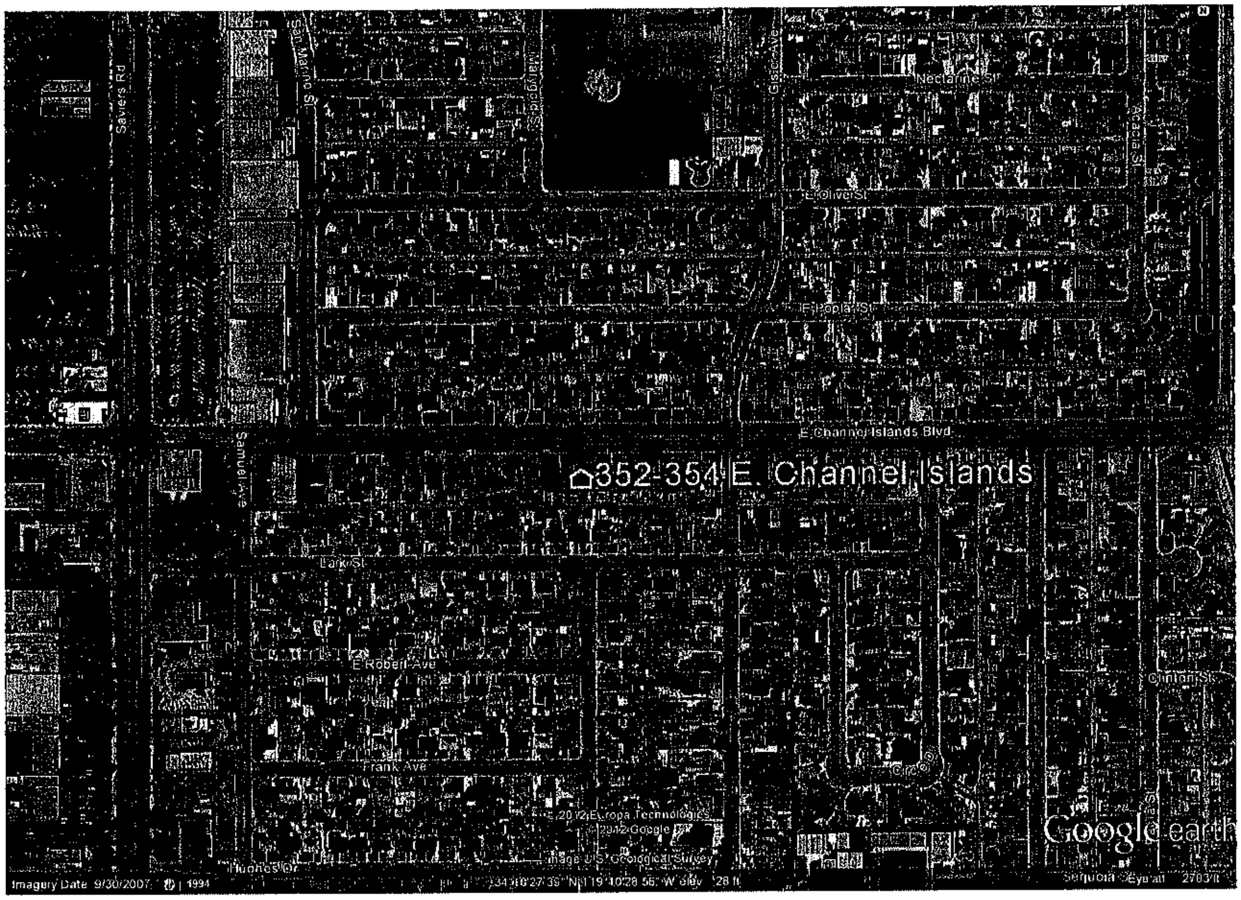
Conventional Loan

Many Mansions has experience utilizing conventional loans. We have had preliminary discussions with Montecito Bank and Trust and believe we will be able to

Many Mansions

Acquisition & Rehabilitation of 2 Units

Property Address: 352 & 354 East Channel Island Boulevard*



*The Property is located on Channel Island Blvd. just east of Saviers Road and within a mile of the following amenities.

Amenity Type	Name	Distance from Site*
Transit	Bus Stop	0.4
Park	Beck Park	0.5
Library	South Oxnard Center Library	0.3
Grocery Store	Ralphs	0.3
School	Ansgar Larsen Elementary	.25
Senior Center	South Oxnard Community Center	.80
Medical	Center for Family Health	.27
Pharmacy	Rite Aid	.29
U.S Post Office	U.S. Post Office	.25

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 06/26/12

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

Prepared By: Sylvia Paniagua, Police Records Manager SP Agenda Item No. I-16

Reviewed By: City Manager MMH City Attorney JD Finance JCL Other *(Specify)*

DATE: June 12, 2012

TO: City Council

FROM: Jeri Williams, Chief of Police JW

SUBJECT: Third Amendment to Agreement for Transcription Services

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Third Amendment to Agreement for Trade Services for an additional two-year extension to the original agreement (3745-06-PO) for transcription services with Huntington Court Reporters and Transcription, Inc. in the amount of approximately $100,000 per year, for a total amount not to exceed $400,000.

DISCUSSION

In 2009, the City Council approved the First Amendment to Agreement with Huntington Court Reporters and Transcription, Inc. to provide transcription services to the Oxnard Police Department. In 2010, the City Council approved a two-year extension of this contract. The department is seeking an additional 2-year extension to the original agreement in order to best determine the department's needs and consider other alternatives once the department's CAD/RMS system is fully deployed. Having transcription services affords the Police Department the ability to have its officers spend more time in the field, rather than in the station handwriting or typing police reports. While the Police Department has its own word processers within the Police Department, having a backup transcription service allows work overflows to be transcribed in a timely manner. This in turn allows police reports to be available to detectives, and in many cases, the public, in a timelier manner. This vendor was selected based upon its ability to upload reports directly to them, which provides the Police Department the ability to control the workload within a given time period in order to meet anticipated deadlines.

The services provided by Huntington Court Reporters and Transcription, Inc. are primarily used to transcribe non-priority crime and incident reports. The in-house transcribers primarily process priority reports, which may cause a delay or backlog of non-priority reports. Processing of non-priority or "cold" reports is critical to quickly analyzing and identifying methods of operation and identifying possible suspects, addressing patterns of criminal activity, and working with specialized units to proactively address criminal activity which could lead to the identification and arrest of potential suspects.

FINANCIAL IMPACT

The projected cost of the Agreement is approximately $100,000 annually. There are sufficient funds in account no. 101-2103-802-8209 to fund this request.

Attachment #1 - Third Amendment to Agreement for Trade Services

Agreement No. 3745-06-PO

THIRD AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This Third Amendment ("Third Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of July, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Huntington Court Reporters and Transcription, Inc. ("Vendor"). This Third Amendment amends the Agreement entered into on July 1, 2007, by City and Vendor. The Agreement previously has been amended on May 15, 2009, by a First Amendment and on July 1, 2010 by a Second Amendment.

City and Vendor agree as follows:

1. In Section 3a of the Agreement, the date "June 30, 2012" is deleted and replaced with the date "June 30, 2014."

2. The following sentence is added to the end of Section 4 of the Agreement, "The total amount of this Agreement shall not exceed $400,000."

3. Section 15 is added to the Agreement as follows:

15. Living Wage

a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than $14.15 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2012, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

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

CITY OF OXNARD

Dr. Thomas E. Holden, Mayor

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

Sylvia Paniagua, Project Manager

APPROVED AS TO CONTENT:

Jeri Williams, Chief of Police

VENDOR

Ann Bonnette, President
Huntington Court Reporters & Transcription, Inc.

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

ATTEST:

Daniel Martinez, City Clerk

Karen R. Burnham, Interim City Manager

ATTACHMENT NO. 1
PAGE 2 OF 9

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:

   (a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

   (b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

   (c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

   (d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit A attached hereto and incorporated herein by this reference.

8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

EXHIBIT 1
Page 2 of 4

ATTACHMENT NO. 1
PAGE 4 OF 9

EXHIBIT A

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit ___. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than $_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than ______ hours of paid leave per calendar year.

B. (Contractor or Vendor) agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If (Contractor or Vendor) fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to (Contractor or Vendor), effective immediately.

D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or Vendor) shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS EFFECTIVE JULY 1, 2011

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$14.15 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2012, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on page 1 and 2 of the Agreement for Trade Services.

EXHIBIT 1
Page 4 of 4

Client#: 12408 HUNCO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/01/2012

PRODUCER
Ashbrook-Clevidence, Inc.
3000 W. MacArthur Blvd., #320
License #0188788
Santa Ana, CA 92704

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

INSURED
Huntington Court Reporters
301 N. Lake Ave. STE. 150
Pasadena, CA 91101

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Casualty Ins. Co. of	A+XV
INSURER B: American Cas. Co. of Reading	A XV
INSURER C: Continental Casualty Company	A XV
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	I6805472L119TIL11	07/21/11	07/21/12	EACH OCCURRENCE	$2,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$5,000
		Hired-Non-Owned				PERSONAL & ADV INJURY	$2,000,000
		Auto-Limit Included				GENERAL AGGREGATE	$4,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$4,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	418352744	07/01/11	07/01/12	X WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	YES			E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
C		OTHER Errors & Omm	425210260	09/07/11	09/07/12	$1,000,000 Limit $5,000 Retention	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
City of Oxnard is named as additional insured with Travelers Forms CGD1050494 & CGD0370405.

CERTIFICATE HOLDER
City of Oxnard
Attn: Risk Management
300 W. Third Street, Suite 302
Oxnard, CA 93030

CANCELLATION *10 Days for Non-Payment

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

ATTACHMENT NO. 1
PAGE 7 OF 9

AUTHORIZED REPRESENTATIVE
LXM

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ATTACHMENT NO. 1
PAGE 8 OF 9

CG D1 05 04 94

BLANKET ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS:

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.

2. With respect to the insurance afforded to Additional Insureds the following conditions apply:

a. Limits of Insurance - The following limits of liability apply:

1. The limits which you agreed to provide; or

2. The limits shown on the declarations,

whichever is less

b. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

3. This insurance does not apply:

a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.

b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

2. Supervisory, inspection or engineering services.

CG D1 05 04 94

ATTACHMENT NO. 1
PAGE 9 OF 9

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 06/26/12

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

Prepared By: Lou Balderrama, City Engineer FOR LB Agenda Item No. I-17

Reviewed By: City Manager City Attorney Finance Public Works

DATE: June 11, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works

SUBJECT: **Approval of Award of Contract No. A-7503 for PW 12-02 Blackstock South Neighborhood Street Reconstruction and Alley Reconstruction South of Colonia Road**

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute Contract No. A-7503 with Toro Enterprises Inc. in the amount of $1,511,778 for Project Specification Number 02-12 for the reconstruction of streets, sidewalks, curbs and gutters and replacing street name signs in the Blackstock South Neighborhood Street Reconstruction Project (Blackstock South Project), and for the reconstruction of Gloria Court and the alleyway south of Colonia Road between Gloria Court and Marquita Street (Phase I) and the alleyway south of Colonia Road from Marquita Street to Juanita Avenue (Phase II).

2. Approve the appropriation of available Community Development Block Grant Recovery (CDBG-R) funds of $93,619 from the Rose Avenue Street Improvement Project to the Colonia Road Alley Reconstruction Project Phase I.

DISCUSSION

On January 24, 2012, the City Council approved Project Specification Number 02-12 for the Blackstock South Project and for alley reconstruction along south Colonia Road and authorized staff to solicit bids for the project. A pre-bid meeting was conducted on May 2, 2012 and was well attended by contractors. The bid opening was held on May 23, 2012, and five bids were received. The lowest responsible bidder was Toro Enterprises, Inc. of Oxnard for $1,511,778.

The Blackstock South Project is bounded eastward to San Simeon Avenue, westward to Saviers Road, northward to La Canada Avenue, and southward to East Bard Road, as shown in Attachment No. 2. The alleys are located south of Colonia Road between Gloria Court and Marquita Street (Phase I), and from Marquita Street to Juanita Avenue (Phase II) as shown on Attachment No. 3. The specific work includes the furnishing of all materials, tools, equipment, and labor required to improve the streets from curb to curb, traffic markings, and installation of new street name signs, and minor work to sidewalks, curbs, gutters, alleyways, and other concrete structures. The Project plans and specifications are designed to provide a useful life cycle of approximately 20 years to the streets, and over 20 years to curbs, gutters, sidewalks and alleyways. The project specifications are in compliance with the Americans with Disabilities Act.

Funding for this project will come from Community Development Block Grant funds. These funds are eligible for street improvements such as reconstruction to the pavement in a very low to low income area as required by the Federal Housing and Urban Development (HUD).

FINANCIAL IMPACT

The project will be funded from the Blackstock South Project No. 123101, reprogram of $93,169 from the Rose Avenue Project No. 083133 and additional $381,000 from CDBG-R Recommended Budget FY 2012-13.

The CDBG-R of $93,619 is being reprogrammed to the Blackstock South Project in order to meet HUD's funding deadline of September 30, 2012. The Colonia Road Alley Reconstruction Project was originally scoped with the Rose Avenue Project but this project is scheduled for construction in the spring of 2013 pending the approval of federal grant funding.

Attachment #1 - Contract No. A-7503
#2 - Project Site Map Blackstock South Project
#3 - Project Site Map Colonia Road Alley Reconstruction Phase I and II
#4 - Special Budget Appropriation

Note: Attachment No. 1 has 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 Monday.

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 06/26/12

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

Prepared By Lou Balderrama, City Engineer For LB   Agenda Item No. I-18

Reviewed By: City Manager   City Attorney SMF   Finance   Public Works

DATE: June 7, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works

SUBJECT: **Purchase Order No. 4057 with Ameron International Corporation for the Manufacture, Storage and Delivery of Pipe for PW12-13 Hueneme Road Recycled Water Line Project**

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute Purchase Order No. 4057 with Ameron International Corporation in the amount of $2,416,597 on Project Specification Number PW12-13 for the manufacture, storage and delivery of pipe for a section of Phase I of the Recycled Water Backbone System (RWBS) along Hueneme Road, from Perkins Road to Olds Road.
2. Approve a Special Budget Appropriation (SBA) of $1,148,657 that includes $493,144 from the Fifth Street Utility Improvement Project No. 116502 and $655,513 from the Ventura Road Utility Improvement Project No. 106503 to the RWBS Phase I Project No. 096002.

DISCUSSION

On March 6, 2012, the City Council approved the plans and specifications for PW12-13 for the construction and installation of a recycled water pipeline along East Hueneme Road, from Perkins Road to Olds Road and authorized staff to solicit bids for the project.

Due to the long lead time from the availability of steel involved to manufacture this pipe, and to incur the costs of the pipes and appurtenances, the City solicited bids on May 4, 2012, for the pipe and appurtenances. Twenty-five percent (25%) of the pipe line costs are reimbursable under the Federal Bureau of Reclamation Title XVI Grant (BOR Title XVI Grant).

The bid opening was held on May 29, 2012, and two bids were received for the manufacture, storage and delivery of 7,915 feet of 42-inch and 2,700 feet of 36-inch welded steel pipe, fittings and closure material to be used for the Hueneme Road Recycled Water Pipeline Project Specification PW12-13. The lowest responsible bidder is Ameron International Corporation for $2,416,597. The City has concurrently solicited bids for the valves and appurtenances for this Project and that contract will be presented to the Council separately.

In addition, the City is soliciting bids for the construction of the Project. The bid opening will be June 27, 2012. Once the bids are evaluated, staff will make a recommendation to City Council to award the project to the contractor with the lowest responsible bid. The contractor will be required to coordinate delivery of the pipe and materials with manufacturers and suppliers. The anticipated timeline for pipe delivery, construction and installation is September 2012 through December 2012.

FINANCIAL IMPACT

The RWBS Phase I is a planned component of the City's Groundwater Recovery Enhancement and Treatment (GREAT) Program and is funded by the 2010 Series Water Revenue Bonds and by a BOR Title XVI Grant. The attached SBA in the amount of $1,148,657 allocates available balance of 2010 Water Bonds and BOR Title XVI Grant funds of $655,513 from the completed Ventura Road Utility Improvement Project and $493,144 of available balance of 2010 Water Bonds from the Fifth Street Utility Improvement Project to the RWBS Phase I Project. This SBA and the available balance in the RWBS Phase I Project is sufficient to cover the purchase cost of the pipeline.

The Hueneme Road Project will provide for the maximum use of recycled water. Funding for the Fifth Street project will be identified at a future date as needed.

Attachment #1 - Purchase Order No. 4057
#2 - Project Site Map
#3 - Special Budget Appropriation

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO.
004057

DATE: 6/7/2012

VENDOR #: 15890
VENDOR ADDRESS: AMERON INTERNATIONAL CORPORATI
10681 FOOTHILL BLVD.
SUITE 450
RANCHO CUCAMONGA, CA 91730

SHIP TO: ENGINEERING SERVICES
305 W. THIRD ST.
EAST WING, 2ND FLOOR
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
07/01/2012	N/A	06/07/2012	DENNIS E. SHEARER
FOR	**ACCOUNT NUMBER**		**AUTHORIZED BY**
			HEATHER MOONEY

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
1	2,416,596.50 / DL	WELDED STEEL PIPE PER SPECIFICATIONS	1.0000	2,416,596.50

TOTAL INCLUDES:
7,915 LF OF 42" WELDED STEEL PIPE (WSP) AT UNIT PRICE OF $197.50 FOR A TOTAL OF $1,563,212.50
2,680 LF OF 36" WELDED STEEL PIPE (WSP)AT UNIT PRICE OF $169.80 FOR A TOTAL OF $455,064.00
VARIOUS FITTINGS & FIXTURES PER SPECIFICATIONS AT A TOTAL OF $398,320.00 & ALL APPLICABLE TAXES AND SHIPPING.
*ALL MANUFACTURED PER CITY SPECIFICATIONS, STORED AS REQUIRED UNTIL DELIVERY DATE IS ESTABLISHED AND THEN DELIVERY ALL MATERIALS PER CITY INSTRUCTIONS.
ALL PIPE AND RELATED MATERIALS ARE PER TECHNICAL SPECIFICATIONS USED FOR QUOTE SOLICITATION AND PROVIDED TO AMERON.

APPROVED AS TO AMOUNT:
Karen R. Burnham, Interim City Manager

TOTAL PURCHASE AMOUNT **$2,416,596.50**

Send Original and One Copy of Invoice to:
PURCHASING
300 W. THIRD ST, #202
OXNARD, CA 93030

AUTHORIZED SIGNATURE ____________________
Dr. Thomas E. Holden, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

CM General Services PPM
1060 Pacific Avenue, Bldg. 2
Oxnard, California 93030
(805) 385-7821
Fax (805) 385-8360

CITY OF OXNARD CALIFORNIA

June 5, 2012

Ameron International Corp.
Dennis E. Shearer, P.E.
District Sales Manager
10681 Foothill Blvd., Ste. 450
Rancho Cucamonga, CA 91730

Subject: **Notice of Intent to Award**
Requisition to Purchase Pipe
PW12-13-Hueneme Road Recycled Water Pipeline

Dear Mr. Shearer:

The City of Oxnard Public Works Department has, in good faith, authorized the issuance of this letter of intent to purchase pipe and related materials from your company based on your quote for such materials submitted to the City on May 29, 2012. The official authorization for this purchase must come from the City Council and the request for their approval is currently set to be presented at the Council meeting scheduled for June 19, 2012.

Your quote of May 29th was in the amount of $2,416,596.50 and is considered to be all inclusive of bid line items #1 thru #17 included in the Technical Purchasing Specifications, Materials to be provided by Manufacturer as represented on pages 02621-3 and 02621-4 of that document. Ameron will be expected to meet all specification requirements related to the sale and delivery of all items included in this purchase.

Following approval by the City Council to purchase the pipe and materials quoted, the City Purchasing section will issue a Requisition for the purchase; this and all necessary related documentation will be provided to your company so that the timely manufacture and delivery of materials can proceed.

Thank you for your quote and the City appreciates your time and interest in our project. We look forward to working with your company on this project and its successful completion.

Sincerely,

Patricia Friend

Patricia Friend, Project Coordinator
CM General Services, City Procurement Div.

pcf

Ameron

Ameron International Corporation
Water Transmission Group
10681 Foothill Blvd., Suite 450
Rancho Cucamonga, CA 91730
Telephone: 909/944-4100. Ext.
Fax: 909/944-4113
Email: insert email address
www.ameronpipe.com

May 25, 2012

Patricia Friend
Construction Project Coordinator
City of Oxnard
CM General Services Procurement Office
1060 Pacific Ave., Bldg. 2
Oxnard, CA 93030

Subject: Bid Package for Phase 1 Recycled Water Backbone System
PW12-13 Hueneme Road Recycled Water Pipeline

Dear Patricia,

In regard to the subject project, based on the unit prices and totals shown on Sheets 02621-3 and 02621-4 the bid total for Ameron International is $ 2,416,596.50 (includes sales tax).

Ameron International intends to manufacture the pipe and fittings required for this project in accordance with the plans and specifications provided and with all applicable industry standards.

If you have any questions about our bid, please contact me directly.

Sincerely,

Dennis Shearer

Dennis E. Shearer, P.E.
District Sales Manager
951/830-9955
dennis.shearer@nov.com
AMERON INTERNATIONAL CORPORATION
Water Transmission Group

NAME OF PROJECT:
Hueneme Road Recycled Water Pipeline Project
City of Oxnard GREAT Program Phase I of the RWBS

1.02 MATERIALS TO BE PROVIDED BY THE MANUFACTURER:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	*Furnish 42-inch welded steel pipe (WSP) between Sta 99+95 to Sta 167+50 (See Note A below) Bends are included in the pipe cost.*	LF	7,915	197.50	$1,563,212.50
2	*Furnish 36-inch welded steel pipe (WSP) Sta 179+10 to Sta 205+90 (See Note B below) Bends are included in the pipe cost.*	LF	2,680	169.80	455,064.00 ~~44~~ DS
3	*Fabricate reducer assembly at Sta. 99+94.90 to connect to an existing 30-inch butterfly valve at Perkins Rd & Hueneme Rd (See Note C and F below)*	LS	1	21,470.00	21,470.00
4	*Furnish 30-inch transmission turnout and associated appurtenances @ Sta 100+14* (See notes C and F below)	EA	1	15,460.00	15,460.00
5	*Furnish 42-inch transmission turnout and associated appurtenances @ Sta 161+45 and Sta 179+7.90 (See Notes C and F below)*	EA	2	28,690.00	57,380.00
6	Furnish 18-inch distribution turnout and associated appurtenances @ Sta 134+92, Sta 135+24 and Sta 151+35 (See Notes C and F below)	EA	DS 3 ~~23~~	7950.00	23,850.00
7	*Furnish complete 24-inch distribution turnout and associated appurtenances @ Sta 151+50 and Sta 192+70* (See Notes C and F below)	EA	2	10,990.00	21,980.00
8	*Furnish complete 12-inch service turnout up to and including flanged outlet and associated appurtenances as shown on Drawings (See Notes C and F below)*	EA	8	2750.00	22,000.00

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT COST	TOTAL
9	Furnish 8-inch turnouts for Blow-offs as shown on Drawings (See Notes C and F below)	EA	8	13,850.00	110,800.00
10	Furnish turnouts for 6-inch Combination Air Vacuum/Air release Valve as shown on Drawings(See Notes C and F below)	EA	6	12,100.00	72,600.00
11	Metal filler bars(See Note D below)	LS	1	290.00	290.00
12	Bonding Clips (See Note G below)	LS	1	1170.00	1170.00
13	Heat Shrink Sleeves(See Note E below)	LS	1	13,620.00	13,620.00
14	Storage Fee	LF	Pipe in storage	Ø	Ø
15	Fabricate reducer assembly at Sta. 179+05.00 (See Note C and F below)	LS	1	4600.00	4600.00
16	24-inch Access Manhole Stations 125+50 and 149+80, on the 42-inch WSP (See Detail E Drawing Sheet 14)	EA	2	11,200.00	22,400.00
17	24-inch Access Manhole Station 176+80, on the 36-inch WSP (See Detail E Drawing Sheet 14)	EA	1	10,700.00	10,700.00

Total $2,416,596.50

Material Notes:

A. 42-inch welded steel pipe, A1018, GR36, 7,915 linear feet, rolled groove rubber gasket joint, minimum wall thickness of 0.3125-inches, tape wrapped (AWA C214) with a ¾" minimum cement mortar coating (AWWA C205) and ½" minimum mortar lining.
B. 36-inch welded steel pipe, A1018, GR36, 2,680 linear feet, rolled groove rubber gasket joint, minimum wall thickness of 0.3125-inches, tape wrapped (AWA C214) with a ¾" minimum cement mortar coating (AWWA C205) and ½" minimum mortar lining.
C. Flanges, blind flanges, flange gaskets, bolts and nuts.
D. Metal filler bars (for double welding rolled groove joints at all restrained locations).
E. Heat-shrink sleeves, Canusa Aqua-shield AQW-MC or equal.
F. Fittings. (See the plans, Drawing Number 12-07A, for specific fitting details.)
G. Bonding clips (three per pipe joint).

PART 4 – EXPERIENCE

Submit the information requested in this section with your Bid. Include reference information for listed projects and contact persons as shown below. Attach additional sheets if necessary.

Manufacturer: Ameron International Water Transmission Group

Address: 10681 Foothill Blvd, St. 450, Rancho Cucamonga, CA 91730

Address where pipe and associated materials will be manufactured: 12455 Arrow Rt Etiwanda, CA 91739

Provide a sufficient number of projects to document the manufacturing experience with 36-inch diameter or larger AWWA C-200 WSP and AWWA C205 cement mortar coating and lining for WSP:

Welded Steel Pipe and Pipe Fitting Fabrication Experience No. 1

Client: EJ Meyer (Rancho CA WD project)

Project Name: Madison Ave Waterline Relocation

Project Location: Murrieta, CA

Pipe Size (s): 54"/48" Number of Linear Feet of Pipe : 3106'

Type and Size of welded steel fittings produced: 54"/48" Elbows, tees, etc.

Project Completion Date: April 2012

Name of Contact Person: Kristian Corona

E-mail Address of Person to Contact: ejmeyerco@aol.com

Telephone Number of Contact: 909/425-4025

Welded Steel Pipe and Pipe Fitting Fabrication Experience No. 2

Client: WA Rasic (LADWP project)

Project Name: River Supply Conduit Unit 4

Project Location: Los Angeles, CA

Pipe Size (s): 96" Number of Linear Feet of Pipe : 10,000'

Type and Size of welded steel fittings produced: 96" elbows, tees, outlets, etc

Project Completion Date: March 2012

Name of Contact Person: Walter Rasic

E-mail Address of Person to Contact: wrasic@warasic.com

Telephone Number of Contact: 562/928-6111

Welded Steel Pipe and Pipe Fitting Fabrication Experience No. 3

Client: LH Woods (City of Riverside project)

Project Name: Washington St. 48" Transmission Main

Project Location: Riverside, CA

Pipe Size (s): 48"/42" Number of Linear Feet of Pipe : 6907'

Type and Size of welded steel fittings produced: 48"/42" elbows, tees, etc

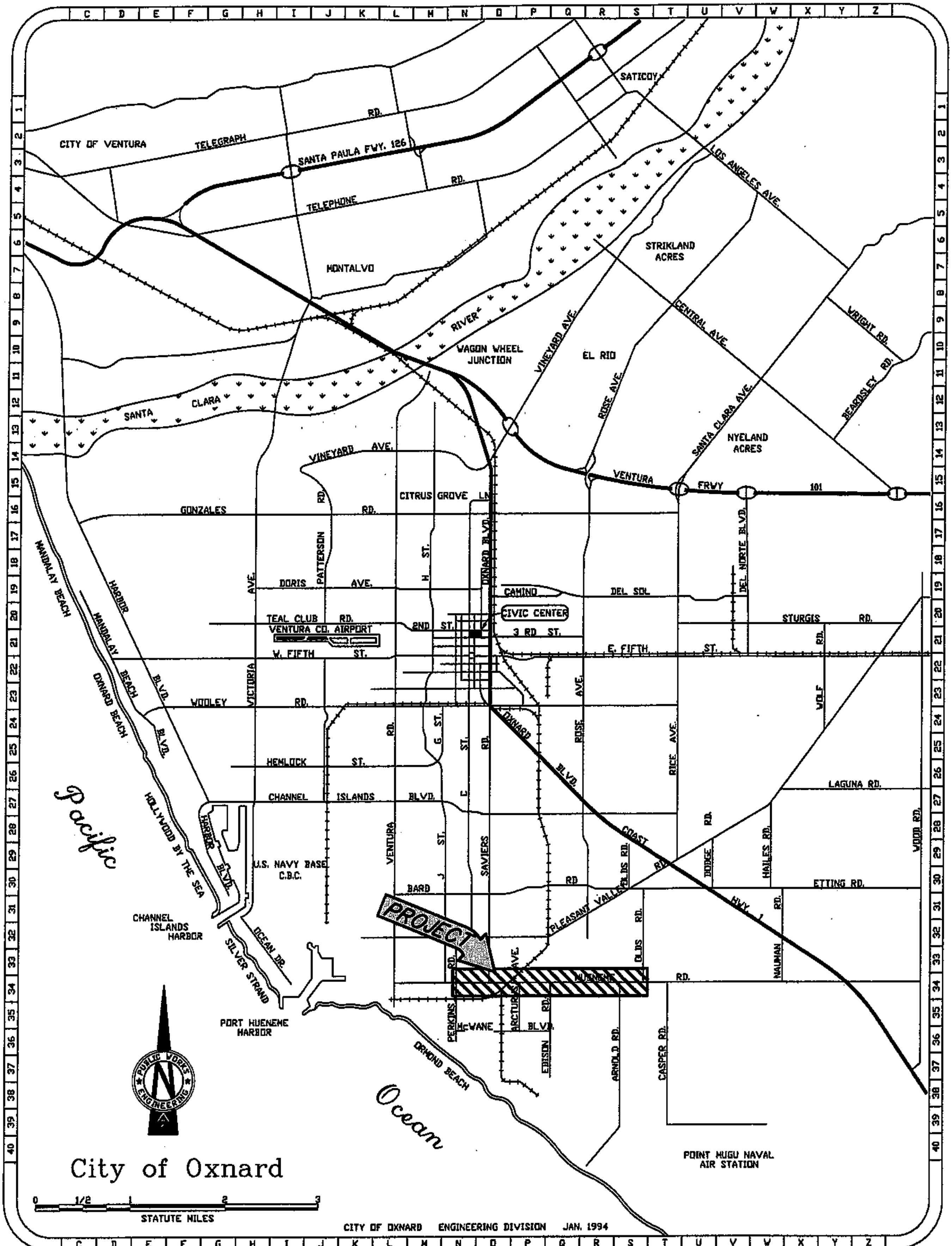
Project Completion Date: November 2011

Name of Contact Person: Chuck Wilson

E-mail Address of Person to Contact: cwilson@lhwoods.com

Telephone Number of Contact: 760/599-5500

End of Technical Purchasing Specification



LOCATION MAP

HUENEME RD RECYCLED WATERLINE PROJECT

(From Perkins Rd. To Olds Rd.)

Attachment No. 2
Page 1 of 1

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works **Date:** June 26, 2012

Project/Program Manager: Lou Balderrama **Phone:** 7682

Reason for Appropriation:

To allocate funds from the Fifth Street Utility Improvement Project and the Ventura Road Utility Improvement Project to the Recycled Water Backbone System Project Phase I for the purchase to manufacture, storing and delivery of pipe line for PW12-13 Hueneme Road Recycled Water Line

Accounts and Descriptions		AMOUNT
Fund: AMERICAN RECOVERY AND REINVESTMENT ACT (276)		
Expenditures/Transfers Out		
Ventura Road Utility Improvement Project No. 106503		
276-6555-821-8209	SERVICES - OTHER PROFESSIONAL	(3,600)
Water Backbone Phase I Project No. 096002		
276-6556-821-8606	MACHINERY AND EQUIPMENT - NEW	3,600
	Sub-total Expenditures	0
	Net Change to American Recovery & Reinvestment Act Fund Balance	**0**
Fund: 2010 WATER REVENUE BONDS (609)		
Expenditures/Transfers Out		
Ventura Road Utility Improvement Project No. 106503		
609-6555-821-8209	SERVICES - OTHER PROFESSIONAL	(440,579)
609-6555-821-8451	SERVICES - FROM OTHER DEPARTMENTS	(80,984)
609-6555-821-8610	CONSTRUCTION OTHER	(130,350)
Fifth Street Utility Improvement Project No. 116502		
609-6555-821-8604	IMPROVEMENT NOT BUILDING - NEW	(493,144)
Water Backbone Phase I Project No. 096002		
609-6556-821-8606	MACHINERY AND EQUIPMENT - NEW	1,145,057
	Sub-total Expenditures	0
	Net Change to 2010 Water Revenue Bonds Fund Balance	**0**

Approvals

Department Director [signature]

Chief Financial Officer James Cameron

City Manager

SBA# (Finance Use Only)__________

BA Doc# (Finance Use Only)__________

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 06 /26/12

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

Prepared By: Anthony Emmert, Water Resources Manager Agenda Item No. I-19

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

DATE: June 15, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director

SUBJECT: **Fifth Amendment to Agreement with Aquatic Bioassay and Consulting Laboratories, Inc. for Receiving Water Monitoring Services**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Fifth Amendment to the Agreement with Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs) to add services to the scope of services, revise the schedule of charges exhibit, increase the amount by $309,008 for a total of $1,705,208 for receiving water monitoring services (Agreement No. A-6892) and extend the contract expiration date to June 30, 2013.

DISCUSSION

Wastewater treatment plants which discharge to the Pacific Ocean are required to monitor the ocean water to assure compliance with Federal and State discharge regulations. The Environmental Protection Agency and the Regional Water Quality Control Board provide permit requirements with which the City must comply. In order to meet these requirements, the City hires a qualified firm to perform receiving water monitoring activities and issue reports in conformance with the City's Wastewater Treatment Plant National Pollutant Discharge Elimination System Permit.

The scope of services to be performed by ABC Labs listed in Exhibit A-2 include, but are not limited to, offshore monitoring, benthic monitoring, sediment toxicity monitoring, demersal fish and macroinvertebrate monitoring, annually surveying the ocean outfall, attending quarterly meetings, and preparing and producing reports. In addition to the foregoing scope, the Regional Water Quality Control Board requires development of special studies to address specific water quality concerns. The City proposed that a special Bagged Mussel Array Study be conducted at four (4) sampling points at the City's outfall line sphere and one (1) at the terminus of the new Calleguas Salinity Management Pipeline outfall to assess the contribution of contaminants that bioaccumulate in mussel tissue. This special study will also address the declining populations of routine species used for bioaccumulation. The cost of this study is $29,768.

On May 15, 2007, the City issued a Request for Proposals to qualified firms to conduct monitoring of the Wastewater Treatment Plant's receiving waters. Based on the firm's technical and professional qualifications, and its previous experience conducting the City's receiving water monitoring program, the Water Resources Division selected ABC Labs to provide the required services. The City and ABC Labs subsequently executed an agreement for one (1) year of monitoring service, with option to extend up to five (5) additional one-year terms. ABC Labs has completed the first five years of monitoring.

Execution of the Fifth Amendment represents the fifth of five (5) one (1) year extensions as approved by Council.

FINANCIAL IMPACT

The estimated cost for services for the Fifth Amendment is not to exceed $309,008 and will increase the total cost of the Agreement from $1,396,200 to $1,705,208 The recommended FY 2012-13 budget includes funds in the Wastewater Treatment Operation Fund Account No. 621-6201-842-8209.

AAE:ls

Attachment #1 – Fifth Amendment to Agreement No. A-6892

Agreement No. A-6892

FIFTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Fifth Amendment ("Fifth Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 26th day of June, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Aquatic Bioassay and Consulting Laboratories, Inc. ("Consultant"). This Fifth Amendment amends the Agreement entered into on June 19, 2007, by City and Consultant. The Agreement previously has been amended on June 24, 2008, by a First Amendment, on June 16, 2009, by a Second Amendment, on June 8, 2010, by a Third Amendment and on June 28, 2011 by a Fourth Amendment.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the expiration date of "June 30, 2012" is deleted and replaced with the date "June 30, 2013."
2. In Section 14a of the Agreement, the figure "1,396,200" is deleted and replaced with figure "1,705,208".
3. Effective July 1, 2012, Exhibit A-1 of the Agreement is deleted and replaced with Exhibit A-2, attached hereto and incorporated herein by this reference.
4. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Pubic Works Director

Anthony Emmert, Project Manager

CONSULTANT

Thomas K. Mikel Jr., Laboratory Director
Aquatic Bioassay and Consulting Laboratories

APPROVED AS TO INSURANCE

James Cameron

James Cameron, Risk Manager

APPROVED AS TO FORM:

FOR

Alan Holmberg, City Attorney

APPROVED AS TO AMOUNT:

Karen R. Burnham, Interim City Manager

EXHIBIT A-2

SCOPE OF WORK

All sampling, analyses and reporting performed by the Consultant shall be conducted in accordance with Attachment E – Monitoring and Reporting Program of the Oxnard Wastewater Treatment Plant's NPDES Permit No. CA0054097.

Task 1 – Receiving Water Monitoring **($125,658)**

Task 1.1 - Consultant shall provide quarterly receiving water quality monitoring at receiving water column monitoring stations RWC-4101 to RWC-4706 for dissolved oxygen, water temperature, light transmittance, salinity, pH, Chlorophyll a and visual observations. Sampling techniques shall follow protocols described in the most current edition of the Field Operations Manual for Marine Water-Column, Benthic, and Trawl Monitoring in Southern California, SCCWRP. Data shall be analyzed to approximate the typical wastewater plume movement and data from 1998 and forward shall be analyzed to determine and map out the wastewater plume movement under different seasonal and weather conditions.

Deliverables	Four (4) Quarterly Receiving Water Monitoring Reports.

Task 1.2 – Consultant shall provide quarterly receiving water quality monitoring for bacteria and ammonia at 18 receiving water column monitoring stations of RWC-4401 to RWC-4406, RWC-4301 to RWC- 4306, and RWC-4391 to RWC-4396 as follows:

Parameter	Sample Type
Total coliform	Grab, surface, mid-depth and near bottom
Fecal coliform	Grab, surface, mid-depth and near bottom
Enterococcus	Grab, surface, mid-depth and near bottom
Ammonia nitrogen	Grab, surface, mid-depth and near bottom

Deliverables	Four (4) Quarterly Receiving Water Monitoring Report.

Task 2 – Benthic Sediments Monitoring **($83,772)**

Task 2.1 –Sediment Chemistry Monitoring

Consultant shall annually, during late summer (August/September), monitor sediment at 7 receiving water sediment monitoring stations (RWS-001 to RWS-007) as follows:

All benthic sediment samples shall be taken at each station by means of a 0.1 m^2 (1.1 ft^2) modified Van Veen sediment grab sampler. Sub-samples (upper two centimeters) of sediment from each sample shall be collected and analyzed separately for the following parameters at each station:

1. Total organic carbon (TOC) (mg/kg dry wt);
2. Dissolved sulfides (water soluble) (mg/kg dry wt);
3. Total Kjeldahl nitrogen (mg/kg dry wt);
4. Grain size (sufficiently detailed to calculate percent weight in relation to phi size); and
5. Arsenic; Cadmium; Chromium (total); Copper; Lead; Mercury; Nickel; Silver; Zinc; Cyanide; Phenolic compounds (non-chlorinated); Phenolic compounds (chlorinated); Total halogenated organic compounds; Aldrin and Dieldrin; Endrin; HCH; Chlordane and related compounds; Total DDT; DDT derivatives; Total PCB; PCB derivatives; Toxaphene; Total PAH; PAH derivatives. The data for these parameters shall be expressed in mg/kg dry weight.

Bottom samples for sediment chemistry analyses shall be taken at each benthic station prior to trawl sampling

Deliverables	Annual Receiving Water Monitoring Report.

Task 2.2 –Benthic Infaunal Monitoring

Consultant shall annually, during late summer (August/September), collect bottom samples for infaunal analyses at benthic stations. Bottom samples for benthic infaunal analyses shall be taken at each benthic station (RWS-001 to RWS-007) prior to trawl sampling.

The following determinations shall be made at each station, where appropriate:

1. Identification of all organisms to lowest possible taxon (usually species); and,
2. Total biomass of:
   a. Mollusks;
   b. Echinoderms;
   c. Annelids/polychaetes;
   d. Crustaceans; and,
   e. All other macroinvertebrates.
3. Community structure analysis for benthic infaunal for each station and each replicate; Mean, median, range, standard deviation, and 95% confidence limits, if appropriate, for values determined above. Additional "statistical analyses" may be required to conduct to determine temporal and spatial trends in the marine environment.

Deliverables	Annual Receiving Water Monitoring Report.

Task 2.3 – Sediment Toxicity Monitoring

Consultant shall conduct sediment toxicity testing annually, during late summer (August/September), at two receiving water sediment monitoring stations (RWS-003 and RWS-007). Three replicate samples shall be collected for testing at each station. Sub-samples (upper two centimeters) shall be taken from each sediment sample and tested with amphipod Eohaustorius - survival end point; using standard protocols approved by the Executive Officer of the Los Angeles Regional Water Quality Control Board.

Task 3 – Fish and Macroinvertebrate Monitoring **($55,848)**

Task 3.1 – Population Monitoring. Consultant shall annually, during late summer (August/September), monitor fish and epibenthic macroinvertebrate at three receiving water trawling stations (RWT-001 to RWT-003) as follows:

Trawling methods shall follow the protocols described in the most current edition of the Field Operations Manual for Marine Water-Column, Benthic, and Trawl Monitoring in Southern California, SCCWRP. Fish and macroinvertebrates collected by trawls shall be identified to the lowest taxon possible. At all stations and for each replicate, community structure analysis for fish and macroinvertebrates shall be conducted for fish and macroinvertebrates for each station.

Mean, range, standard deviation, and 95% confidence limits, if appropriate, shall be reported for the values determined in the community analysis. The Discharger may be required to conduct additional "statistical analyses" to determine temporal and spatial trends in the marine environment.

Abnormalities and disease symptoms shall be described and recorded (e.g., fin erosion, external lesions, tumors, ectoparasites, and color anomalies). The frequency of abnormalities and incidence of disease shall be compared between the ZID boundary and the reference station, and trends in these values shall be measured over time. The results of this inspection shall be included in the monitoring report.

Deliverables	Annual Receiving Water Monitoring Report.

Task 3.2 – Fish and Invertebrate Tissue Monitoring. Consultant shall annually at the trawling stations, collect by trawls tissue from one demersal fish and by trawls or SCUBA one macroinvertebrate for analysis.

The two species collected shall be of importance to commercial and/or sport fishers or of obvious ecological significance shall be analyzed for priority pollutants (i.e., for bioaccumulation of toxic pollutants). If possible, for the duration of this permit and order, the same species shall be used at all stations.

1. Fish Tissues, as applied to the analysis of priority pollutants, signifies separate analyses for muscle and liver. All tissue samples shall be analyzed for wet weight and percent lipid. Annual testing shall be required in late summer (August/September) and shall include analysis for:
Arsenic; Cadmium; Chromium (total); Copper; Lead; Mercury; Nickel; Silver; Zinc; Cyanide; Phenolic compounds (non-chlorinated); Phenolic compounds (chlorinated); Total halogenated organic compounds; Aldrin and Dieldrin; Endrin; HCH; Chlordane and related compounds; Total DDT; DDT derivatives; Total PCB; PCB derivatives; Toxaphene; Total PAH; PAH derivatives. The data for these parameters shall be expressed in mg/kg dry weight.

For fish tissue analysis, individuals of the species of interest shall be combined from the trawls to form a single pooled sample at a station. Three composite samples shall be analyzed for each of the tissue types. Each composite sample shall consist of tissues taken from fish of one species and include at least six individuals. In order to obtain the required number of individuals, additional trawls may be necessary.

Reference specimens for tissue analysis may be collected at a different depth or area beyond the reference station (RWT-003), if necessary. If areas other than RWT-003 are sampled for reference material, data on the location and depth of the sampling point(s) shall be provided to the Los Angeles Regional Water Quality Control Board and the USEPA Region IX.

The following fish species are recommended for the tissue analysis of priority pollutants:

White Croaker (Genyonemus lineatus) and Speckled sanddab (Citharichthys stigmaeus)

2. Macroinvertebrate tissues, as applied to the analysis of priority pollutants in macroinvertebrates, signifies analyses for muscle or other tissue, if muscle is impractical. All tissue samples shall be analyzed for wet weight and percent lipid.

Annual testing shall be required in late summer (August/September) and shall include analysis for: Arsenic; Cadmium; Chromium (total); Copper; Lead; Mercury; Nickel; Silver; Zinc; Cyanide; Phenolic compounds (non-chlorinated); Phenolic compounds (chlorinated); Total halogenated organic compounds; Aldrin and Dieldrin; Endrin; HCH; Chlordane and related compounds; Total DDT; DDT derivatives; Total PCB; PCB derivatives; Toxaphene; Total PAH; PAH derivatives. The data for these parameters shall be expressed in mg/kg dry weight.

For macroinvertebrate tissue analysis, individuals of the species of interest shall be combined from the trawls to form a single pooled sample at a station. Three composite samples shall be analyzed for each of the tissue types. Each composite sample shall consist of sufficient tissue taken from at least three individual organisms of one species. In order to obtain the required number of individuals, additional trawls may be necessary. When feasible, tissues from organisms of the same species should be analyzed from year to year to facilitate comparability.

Reference specimens for tissue analysis may be collected at a different depth or area beyond the reference station (RWT-003), if necessary. If areas other than RWT-003 are sampled for reference material, data on the location and depth of the sampling point(s) shall be provided to the Los Angeles Regional Water Quality Control Board and USEPA Region IX.

The following macroinvertebrate species are recommended for the tissue analysis of priority pollutants:

Sandstar (Astropecten spp)
Shrimp (Crangon spp)
Crab (Cancer spp)

Deliverables	Annual Receiving Water Monitoring Report.

Task 4 – Special Study: Bagged Mussel Array **($29,768)**

Consultant shall deploy replicate mussel arrays at four stations during a three month period from the summer to early fall of 2012 (Table 1). Station SS2 will be located at the terminus of the Oxnard outfall in the zone of initial dilution (ZID). Station SS1 will be located 2 kilometers (Km) SE of the terminus and SS4 will be 2 Km to the NW. Station SS3 will be located at the terminus of the new Calleguas Salinity Management Pipeline outfall to assess its contribution of contaminants bioaccumulating in mussel tissue.

The bottom depth at each site might vary somewhat depending on topography, but the bagged mussels will be hung 5 meters from the surface at each site. This depth should put them in proximity to the freshwater effluent field which is buoyant and rises toward the surface. Also, it will ensure they are deep enough to avoid small boat traffic. Coordinates for sites may change somewhat once operations begin.

Table 1. Special study station locations, depths and distances.

Station Name	Station Depth (m)	Latitude	Longitude	Distance to terminus (Km)	Direction from terminus
SS1	16	34.112075	-119.173604	2	SE
SS2	16	34.122610	-119.191266	0	-
SS3	16	34.124061	-119.199514	0.8	W
SS4	16	34.133522	-119.208543	2	NW

The list of chemical constituents to be analyzed for is specified in the City of Oxnard's NPDES permit. The data for these parameters shall be expressed in mg/kg dry weight.
These are listed below.

<u>Metals</u>
Arsenic; Cadmium; Chromium (total); Copper; Lead; Mercury; Nickel; Silver; Zinc

<u>Organics</u>
Cyanide; Phenolic compounds (non-chlorinated); Phenolic compounds (chlorinated); Total halogenated organic compounds; Aldrin and Dieldrin; Endrin; HCH; Chlordane and related compounds; Total DDT; DDT derivatives; Total PCB; PCB derivatives; Toxaphene; Total PAH; PAH derivatives.

In addition, before dissection the total shell length will be measured. The total tissue weight of each composite sample will also be measured.

Contaminant concentrations will be compared among stations by ANOVA and appropriate multiple comparison tests. Data will be transformed where necessary to meet assumptions of normality and unequal variances. Data concentrations from each site will be compared to concentrations measured by the NOAA Status and Trends program (NOAA 2010, Sericano et al. 1995) and by several discharge agencies (Hunt 2002, Aquatic Bioassay 1999 to 2010).

Deliverables	Special Study Section added to Annual Receiving Water Monitoring Report.

Task 5 – Annual Outfall and Diffuser Inspection **($13,962)**

Consultant shall conduct an outfall and diffuser survey in October or November. This inspection shall consist of:

1. An examination of the outfall and diffuser port system for plugs, leaks, rotation, and flow distribution. A detailed structural analysis of the pipes every five years submitted with the ROWD shall be conducted using underwater television/videotape and submarine visual inspection, where appropriate, to provide a comprehensive report on the discharge pipe systems from shallow water to their respective termini. The annual visual inspection shall be conducted on the external condition of the outfall, diffuser, and ballast systems.

2. A visual inspection at and in the vicinity of the outfall and diffuser port system to determine thickness of any "cloud" of unsettled solids, bottom flora and fauna, and any other biological and physical conditions. Inspections shall include general observations and photographic records of the outfall pipe and the surrounding ocean bottom. A report (including photographs) discussing the above information shall be submitted with the Annual Summary Report to this Regional Board.

Deliverables	Annual Outfall and Diffuser Inspection Report.

Consultant shall submit deliverables according to the following schedule:

Sampling Frequency	**Monitoring Period**	**Receiving Water Monitoring Report Due Date**
Quarterly	January 1 – March 31 April 1 – June 30 July 1 – September 30 October 1 – December 31	May 8 August 8 November 8 February 8
Semiannually	January 1 – June 30 July 1 – December 31	August 8 February 8
Annually	January 1 – December 31	April 8

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 06/26/12

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

Prepared By: Lou Balderrama, City Engineer ~~for LB~~ Agenda Item No. I-20

Reviewed By: City Manager MMH City Attorney SMF Finance JC Public Works

DATE: June 18, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works Department

SUBJECT: **PW 12-17 Effluent Sampling Facilities Project**

RECOMMENDATION

That City Council approve Project Specification No. PW 12-17 for the construction of the Effluent Sampling Facilities located at 6001 South Perkins Road and authorize staff to solicit bids for the project.

DISCUSSION

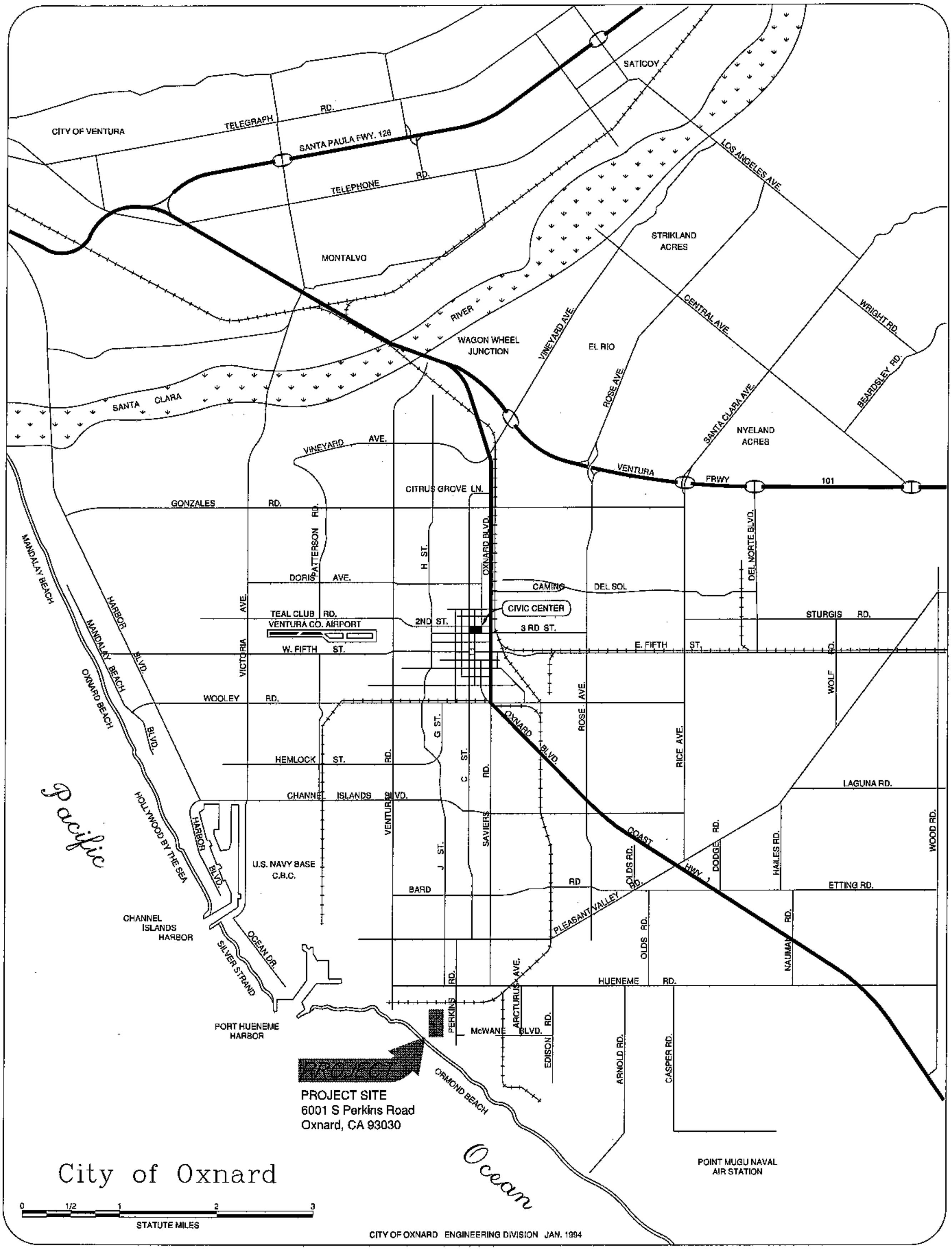
On March 4, 2010, the California Regional Water Quality Control Board (CRWQCB) issued an amendment to the existing wastewater treatment plant National Pollutant Discharge Elimination System (NPDES) permit to allow and include the Reverse Osmosis (RO) concentrate discharge from the Advanced Water Purification Facility (AWPF). The AWPF is currently in its final stages of construction. The CRWQCB imposed new requirements on the City to address the combined effluents of the existing wastewater treatment plant and the Reverse Osmosis Concentrate (ROC) from the new AWPF for sampling and monitoring of the combined discharge to the ocean. The amended NPDES permit requires the City to design and construct a sampling station that physically combines and properly mixes the two distinct flows, and allows for direct sampling and monitoring for permit compliance.

FINANCIAL IMPACT

Funds for this project are provided by the 2010 Series Water Revenue Bonds and Title 16 Federal Bureau of Reclamation Grant from the Advanced Water Purification Facility Project No. 066010. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder.

Attachment #1 - Project Site Map

Note: Plans and specifications for PW 12-17 Effluent Sampling Facility Project are available for review at the City of Oxnard Corporation Yard General Services Department – Building No. 2, 1060 Pacific Avenue 8:00 a.m. on Thursday prior to the City Council Meeting.



EFFLUENT SAMPLING
FACILITY
LOCATION MAP

Attachment No. 1
Page 1 of 1

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 06/26/12

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

Prepared By: Lou Balderrama LB Agenda Item No. I-21

Reviewed By: City Manager MMH City Attorney SMF Finance JC Public Works

DATE: June 7, 2012

TO: City Council

FROM: Rob Roshanian, Interim Director of Public Works

SUBJECT: **Update City of Oxnard Master Plans for Conformance with the 2030 General Plan**

RECOMMENDATION

That City Council:

1. Approve updating the Public Works Master Plans for conformance with the 2030 General Plan to include the update of master plans for Water, Wastewater, Recycled Water, Urban Water Management Plan, Storm Drain, Pavement Management System and to develop the Salt and Nutrient Management Master Plan.

2. Approve a Special Budget Appropriation in the amount of $1,794,286 to include the following: The sum of $644,700 from the Water Operating Fund capital outlay account to the Water Master Plan Update Project, the Groundwater Recovery Enhancement and Treatment (GREAT) Recycled Water Master Plan Update, and the Urban Water Master Plan Update Project; the sum of $281,388 from the Wastewater Collection Fund to the Wastewater Master Plan Update Project; the sum of $506,388 from the Wastewater Treatment Fund to the Wastewater Master Plan Update Project and the Salt and Nutrient Management Master Plan; the sum of $245,910 from the Storm Drain Facilities Fee Fund to the Storm Drain Master Plan Update Project; and the sum of $115,900 from the Gas Tax Fund to the Pavement Management System Plan Update Project.

DISCUSSION

In October 2011 the City of Oxnard adopted the 2030 General Plan, replacing the previously adopted 2020 General Plan. The currently adopted utility master plans still, in general, conform to the 2020 plans but need to be updated. The newly adopted 2030 General Plan diverges from the 2020 plan in various ways including land use, infrastructure needs and projected costs, and environmental impacts, and incorporates new policies in sustainability and use of resources. The 2030 General Plan establishes the requirement for updating the City's Master Plan of Drainage, Water Master Plan, Urban Water Management Plan, Wastewater Master Plan and the Recycled Water Master Plan to address water related constraints and opportunities. The updated master plans and their assessments of the infrastructure needs and costs form the basis for planned development and establishing developer fees, respectively. Development of a new water related master plan, for salt and nutrient management, is included to be in compliance with new mandates from the State Water Resources Control Board. Also, staff recommends updating the Pavement Management System Master Plan for better maintenance and planning of street resurfacing projects. The estimated value of the City's assets represented by these proposed master plans is over $3.5 billion.

The proposed master plans included in this Council action are described below:

Water System Master Plan - The purpose of the Water Master Plan is to identify existing and projected water system capacity needs and is required by the 2030 General Plan. The focus of this plan is to derive appropriate planning characteristics which will affect the projection of future water requirements and the development of a computerized hydraulic model to simulate the implications of these needs on the system's ability to provide clean potable water. In addition, this Master Plan is necessary to develop an updated Capital Improvement Program, Operational Improvement Program and analyze the financial implementation elements. The Water Master plan was last updated in January 2003.

Wastewater Master Plan – The purpose of the Wastewater Master Plan is to identify existing and projected collection system capacity needs and is required by the 2030 General Plan. The focus of this plan is to derive appropriate planning characteristics which will affect the projection of future wastewater flows and the development of a computerized hydraulic model to simulate the implications of these flows on the sewer system's ability to convey wastewater to the City's Wastewater Treatment Plant. As part of this Master Plan the Wastewater Treatment Plant Master Plan and the Collection System Master Plan will be developed to present a complete analysis of the Wastewater System. The Sewer System Management Plan (SSMP) is part of this group of plans and was recently completed as required by the State Water Resources Control Board. The wastewater master plan was last updated in 2008.

GREAT Recycled Water Master Plan – On November 28, 2006 the City Council adopted City Ordinance No. 2728 that establishes requirements for the use of recycled water. This ordinance mandates the Recycled Water Master Plan. This master plan includes an operations plan in compliance with Title 22 modeling of the recycled water system, staffing plan, coordination with potential recycled water customers and the development of a computerized hydraulic model. This update will provide a basic framework of the new utility and allow for planned expansion of the Recycled Water System. It will also provide City staff with the information necessary to proactively plan and develop agreements with customers. This update is critical because there have been substantial changes in the alignment of the recycled water distribution system and the major initial customer list has correspondingly changed. The GREAT Recycled Water Master plan was last updated in July 2010. However, there have been significant changes to the Program since this draft report was written.

Urban Water Management Plan - The Urban Water Management Plan was recently completed in 2012, however, its development was a lengthy 3 year process. The next update is due in 2014.

Master Plan of Drainage – The Master Plan of Drainage update is required to be in conformance with the adopted 2030 General Plan. This plan will determine the effects of rainfall runoff from 10-year, 50-year and 100-year storms occurring within the City boundaries and surrounding areas, analyze existing and proposed drainage systems that will accommodate that runoff and provide the public with a reasonable degree of protection, develop hydraulic modeling to enhance the City's existing Gographic Information System (GIS) database and digital maps and develop a Drainage System Capital Improvements Program that includes a phased implementation plan reflecting projected flows and required system improvements through the year 2030. The current master plan was last updated in 2003.

Pavement Management System Plan Update – The Pavement Management System (PMS) Plan Update is necessary to maintain current information to evaluate street conditions for planning, budgeting and design. The information developed from this plan is essential to determine the appropriate sequence in which streets should be repaired and what treatments will be most cost effective for asset preservation. It is also used to apply for grants for street maintenance and repair projects. The PMS Management Plan was last updated in December 2010.

Develop the Salt and Nutrient Management Master Plan – The Salt and Nutrient Management Plan is a new mandate of the State Water Resources Control Board. The Board requires that the City of Oxnard prepare and finalize the master plan by 2014. This Plan will analyze the impact of our Recycled Water on three groundwater basins: The Oxnard Forebay, the Oxnard Plain, and the Pleasant Valley Basin. Included in this plan will be development of computer modeling. This master plan is required by the 2030 General Plan and the State Water Resources Control Board.

Capital Projects Management (CPM) Division staff has reviewed the master plans being considered in this report and have assessed the level of effort required, both in terms of resource availability and technical expertise, as well as schedule constraints, to update each of the plans. The previous updates for the utility and streets master plans cost approximately $2.4 million. Based on CPM staff assessment, the majority of the work required to update these master plans can be done in-house at a savings of over 31% as compared to outsourcing the work to consultants. However, some sections or portions of some of the master plans will need assistance from specialty consultants. CPM staff will issue a Request for Qualifications to procure and subsequently manage these consultant contracts and coordinate the work to accomplish the comprehensive plans.

FINANCIAL IMPACT

The Special Budget Appropriation allocates $1,794,286 to the following projects for master plan updates:

Amount	From Fund Source	To Master Plan Update Project
$358,200	601 Water Operating Capital Outlay	Water Master Plan Update
$186,500	601 Water Operating Capital Outlay	Recycled Water Master Plan Update
$100,000	601 Water Operating Capital Outlay	Urban Water Master Plan Update
$281,388	611 Wastewater Collection Fund	Wastewater Master Plan Update (Collection)
$281,388	621 Wastewater Treatment Fund	Wastewater Master Plan Update (Treatment)
$225,000	621 Wastewater Treatment Fund	Salt and Nutrient Management Plan
$245,910	353 Storm Drain Facilities Fee Fund	Storm Drain Master Plan Update
$115,900	181 State Gas Tax Fund	Pavement Management System Plan Update

LB/TK/lb/tk

Attachment #1 - Special Budget Appropriation

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works **Date:** 06/26/12

Project/Program Manager: Lou Balderrama **Phone:** 340-5358

Reason for Appropriation:

To allocate funds to provide for the update of public works master plans in conformance to the 2030 General Plan to include master plan updates for Water, Wastewater, Recycled Water, Urban Water Management Plan, Drainage Plan, Pavement Management System Plan, and the development of the Salt and Nutrient Master Plan.

Accounts and Descriptions		AMOUNT
Fund: WATER OPERATING (601)		
Expenditures/Transfers Out		
Water Operating Fund		
601-6010-843.8606	CAPITAL OUTLAY / MACHINERY & EQUIPMENT NEW	(644,700)
Water Master Plan Update (Project 12IN01)		
601-XXXX-821-8001	REGULAR LABOR - DIRECT	358,200
Recycled Water Master Plan Update (Project 12IN02)		
601-XXXX-821-8001	REGULAR LABOR - DIRECT	186,500
Urban Water Master Plan Update (Project 12IN03)		
601-XXXX-821-8001	REGULAR LABOR - DIRECT	100,000
	Sub-total Expenditures	0
	Net Change to Water Fund Balance	**0**
Fund: W/W COLLECTION OPERATING (611) (TREATMENT SHARE?)		
Expenditures/Transfers Out		
Wastewater Master Plan Update (Project 12IN04) 50% Cost		
611-XXXX-821-8001	REGULAR LABOR - DIRECT	281,388
	Sub-total Expenditures	281,388
	Net Change to Wastewater Collection Fund Balance	**(281,388)**
Fund: W/W TREATMENT OPERATING (621)		
Expenditures/Transfers Out		
Wastewater Master Plan Update (Project 12IN04) 50% Cost		
621-XXXX-821-8001	REGULAR LABOR - DIRECT	281,388
Salt and NutrientManagement Master Plan (Project 12IN05)		
621-XXXX-821-8001	REGULAR LABOR - DIRECT	225,000
	Sub-total Expenditures	506,388
	Net Change to Wastewater Treatment Fund Balance	**(506,388)**
Fund: STORM DRAIN OPERATING (353)		
Storm Drain Master Plan Update (Project 12IN06)		
353-XXXX-821-8001	REGULAR LABOR - DIRECT	245,910
	Sub-total Expenditures	245,910
	Net Change to Storm Drain Fund Balance	**(245,910)**
Fund: GAS TAX OPERATING (181)		
Pavement Management System Plan Update (Project 12IN07)		
181-XXXX-XXX-8001	REGULAR LABOR - DIRECT	115,900
	Sub-total Expenditures	115,900
	Net Change to Gas Tax Fund Balance	**(115,900)**

Approvals

Department Director ______________________

Chief Financial Officer James Cameron

City Manager ______________________

SBA# (Finance Use Only)__________

BA Doc# (Finance Use Only)__________

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION

Attachment No. 1

Page 1 of 1

Item # J-1

CITY OF OXNARD CALIFORNIA

INFORMATION ONLY

NO ACTION REQUIRED

DATE: June 14, 2012

TO: City Council

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

SUBJECT: **Monthly Budget Status Report for the Period Ending May 31, 2012**

The monthly budget status report for revenues and expenses include both Governmental and Enterprise Funds for the period ending May 31, 2012. Because this report includes year-end accruals for Fiscal Year 2011, there are timing issues on offsetting revenues and expenditures.

JC:MM:tr

Attachment #1: Monthly Budget Status Reports

City of Oxnard
Monthly Budget Status Report
For the Period Ending May 31, 2012

TABLE OF CONTENTS

City of Oxnard
General Fund
Budget Status Report
For the Month Ended May 31, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Taxes:				
Property Taxes	$ 26,246,000	$ 25,334,000	$ 23,675,348	a
Property Tax in-lieu of Vehicle License Fee	14,902,000	14,099,000	14,098,605	
Sales Tax	22,208,000	23,810,000	19,601,796	b
Other Taxes and Fees	12,253,000	12,862,000	11,709,685	c
Licenses and Permits	1,336,000	1,693,000	1,679,332	
Intergovernmental	11,389,000	12,074,000	10,646,710	c
Charges for Services	11,056,000	9,839,900	8,096,090	
Fines and Forfeitures	638,000	632,000	461,271	c
Investment Earnings	387,000	196,000	157,114	
Miscellaneous	5,621,000	3,017,000	3,029,809	
Total Operating Revenues	**$ 106,036,000**	**$ 103,556,900**	**$ 93,155,760**	
Operating Expenditures				
General Government	7,085,552	9,615,547	8,711,831	
Public Safety	63,438,130	63,154,149	55,515,809	
Transportation	2,718,088	2,415,727	2,225,470	
Community Development	9,763,403	8,681,831	7,931,748	
Culture and Recreation	18,204,444	17,377,463	15,272,327	
Total Operating Expenditures	**$ 101,209,617**	**$ 101,244,717**	**$ 89,657,185**	
NET REVENUES FROM OPERATIONS	**$ 4,826,383**	**$ 2,312,183**	**$ 3,498,575**	

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 May collection of $1,831,382.

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 May 31, 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	-	1,666,700	36,750	
Sub-total Non-operating Sources	1,030,000	2,696,700	1,067,310	
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	3,401,913	d
Sub-total Non-operating Uses	5,856,383	6,055,883	4,460,574	
NET NON-OPERATING SOURCES AND USES	**$ (4,826,383)**	**$ (3,359,183)**	**$ (3,393,264)**	
USE OF FUND BALANCE				
Use of Reserve for Encumbrances	-	-	-	
From Available Fund Balance	-	1,047,000	(105,311)	e
TOTAL USE OF FUND BALANCE	**$ -**	**$ 1,047,000**	**$ (105,311)**	
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 May 31, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Taxes	$ 10,000,000	$ 10,000,000	$ 8,060,228	a
Investment Earnings	90,000	90,000	121,809	
Total Operating Revenues	**$ 10,090,000**	**$ 10,090,000**	**$ 8,182,037**	
Operating Expenditures				
General Government	-	103,200	9,717	
Public Safety	3,833,460	4,238,960	1,254,331	
Transportation	-	1,163,543	620,312	
Community Development	-	381,622	30,607	
Culture and Recreation	-	780,690	324,884	
Total Operating Expenditures	**$ 3,833,460**	**$ 6,668,015**	**$ 2,239,851**	
NET REVENUES FROM OPERATIONS	**$ 6,256,540**	**$ 3,421,985**	**$ 5,942,186**	
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	20,240,212	8,378,437	
Sub-total Non-operating Uses	519,930	20,240,212	8,378,437	
NET NON-OPERATING SOURCES AND USES	**$ (519,930)**	**$ (20,240,212)**	**$ (8,378,437)**	
DEBT FINANCING & USE OF FUND BALANCE				
Designated for Authorized Projects & Encumbrances	-	-	-	
Appropriated Fund Balance	-	18,254,837	7,858,507	
TOTAL USE OF FUND BALANCE	**$ -**	**$ 18,254,837**	**$ 7,858,507**	
FISCAL YEAR BALANCE	**$ 5,736,610**	**$ 1,436,610**	**$ 5,422,256**	

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 May 31, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Intergovernmental	$ 6,262,654	$ 9,130,959	$ 15,751,536
Fines and forfeitures	-	-	265,395
Investment Earnings	-	-	21,111
Miscellaneous	-	93,267	81,930
Total Operating Revenues	**$ 6,262,654**	**$ 9,224,226**	**$ 16,119,972**
Operating Expenditures			
General Government	-	-	800
Public Safety	271,075	4,441,558	2,131,135
Transportation	-	2,043	4,932
Community Development	4,266,151	11,348,148	5,534,985
Culture and Recreation	198,438	563,282	424,118
Total Operating Expenditures	**$ 4,735,664**	**$ 16,355,031**	**$ 8,095,970**
NET REVENUES FROM OPERATIONS	**$ 1,526,990**	**$ (7,130,805)**	**$ 8,024,002**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Capital Outlay	2,679,357	28,658,946	17,045,240
Transfers out	-	-	-
Sub-total Non-operating Uses	2,679,357	28,658,946	17,045,240
NET NON-OPERATING SOURCES AND USES	**$ (2,679,357)**	**$ (28,658,946)**	**$ (17,045,240)**
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	34,637,384	17,045,240
From Available Fund Balance	1,152,367	1,152,367	(8,024,002)
TOTAL USE OF FUND BALANCE	**$ 1,152,367**	**$ 35,789,751**	**$ 9,021,238**
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**

Notes:

City of Oxnard
Other Governmental Funds
Budget Status Report
For the Month Ended May 31, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Taxes	$ 13,516,600	$ 13,516,600	$ 12,417,756	
Licenses and Permits	730,000	730,000	830,771	
Intergovernmental	4,150,941	4,150,941	7,623,382	
Growth and Development Fees	1,808,100	1,808,100	4,971,583	
Charges for services	94,600	94,600	73,712	
Fines and forfeitures	451,700	451,700	270,331	
Investment Earnings	718,433	718,433	456,571	
Special Assessments	7,965,011	7,965,011	8,076,405	
Miscellaneous	828,600	828,600	729,624	
Total Operating Revenues	**$ 30,263,985**	**$ 30,263,985**	**$ 35,450,135**	
Operating Expenditures				
General Government	260,084	260,084	211,766	
Public Safety	18,196,706	18,346,706	16,377,108	
Transportation	5,383,402	5,723,261	4,635,000	
Community Development	9,400	1,700,980	1,692,704	a
Culture and Recreation	4,824,611	4,898,258	4,444,121	
Total Operating Expenditures	**$ 28,674,203**	**$ 30,929,289**	**$ 27,360,699**	
NET REVENUES FROM OPERATIONS	**$ 1,589,782**	**$ (665,304)**	**$ 8,089,436**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Proceeds from Lease Purchase Agreement	-	3,222,456	2,352,076	
Transfers in	4,152,311	4,329,811	5,617,746	b
Sub-total Non-operating Sources	4,152,311	7,552,267	7,969,822	
Non-operating Uses				
Interest Expense	4,337,408	4,337,408	3,171,583	
Payment of Principal	2,935,825	2,935,825	2,338,247	
Capital Outlay	2,080,320	32,900,443	4,859,188	
Transfers out	1,781,561	1,781,561	2,214,695	b
Sub-total Non-operating Uses	11,135,114	41,955,237	12,583,713	
NET NON-OPERATING SOURCES AND USES	**$ (6,982,803)**	**$ (34,402,970)**	**$ (4,613,891)**	

City of Oxnard
Other Governmental Funds
Budget Status Report
For the Month Ended May 31, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	22,364,235	3,819,028
Appropriated Fund Balance	-	7,222,042	-
From Available Fund Balance	5,393,021	5,481,997	(7,294,573)
TOTAL USE OF FUND BALANCE	**$ 5,393,021**	**$ 35,068,274**	**$ (3,475,545)**
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**

Notes:

a Use of affordable housing-inlLieu fees.

b 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 May 31, 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	761,281	
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	95,534	
General and Administrative	1,410,938	1,410,938	977,938	
Total Operating Expenditures	**$ 6,257,521**	**$ 6,257,521**	**$ 1,945,623**	
NET REVENUES FROM OPERATIONS	**$ 12,981,737**	**$ 12,981,737**	**$ 8,456,481**	
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	260,230	
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	-	-	3,849,410	b
Transfers out	5,734,942	5,734,942	3,175,766	a
Sub-total Non-operating Uses	31,132,059	56,625,987	15,721,966	
NET NON-OPERATING SOURCES AND USES	**$ (23,318,817)**	**$ (48,812,745)**	**$ (11,321,151)**	

City of Oxnard
Community Development Commission
Budget Status Report
For the Month Ended May 31, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
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	260,230
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**	**$ 2,864,670**
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.

b Transfer net tax increment assets per City cooperation agreement.

City of Oxnard
Tax Increment (CDC Cooperation Agreement)
Budget Status Report
For the Month Ended May 31, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Taxes	$ -	$ -	$ -	
Rental Income	-	-	100,145	
Miscellaneous and Reimbursements	-	-	125,874	
Total Operating Revenues	**$ -**	**$ -**	**$ 226,018**	
Operating Expenditures				
General and Administrative	-	-	16,008	
Total Operating Expenditures	**$ -**	**$ -**	**$ 16,008**	
NET REVENUES FROM OPERATIONS	**$ -**	**$ -**	**$ 210,010**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Transfers In	-	-	-	a
Transfer per Cooperation Agreement			3,849,410	b
Investment Earnings	-	-	85,852	
Sub-total Non-operating Sources	-	-	3,935,262	
Non-operating Uses				
Transfers out	-	-	-	a
Sub-total Non-operating Uses	-	-	-	
NET NON-OPERATING SOURCES AND USES	**$ -**	**$ -**	**$ 3,935,262**	
DEBT FINANCING & USE OF FUND BALANCE				
Appropriated Fund Balance	-	-	-	
From/(To) Operating and Capital Reserves	-	-	(4,145,272)	
TOTAL USE OF FUND BALANCE	**$ -**	**$ -**	**$ (4,145,272)**	
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.

b Transfer net tax increment assets from Community Development Commission funds per City cooperation agreement.

City of Oxnard
Successor Agency to the Community Development Commission
Budget Status Report
For the Month Ended May 31, 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	-	-	338,669	
Contracts and Services	-	-	245,355	
General and Administrative	-	-	278,363	
Total Operating Expenditures	**$ -**	**$ -**	**$ 862,387**	
NET REVENUES FROM OPERATIONS	**$ -**	**$ -**	**$ (795,624)**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Transfers In	-	-	647,948	a
Investment Earnings	-	-	165	
Sub-total Non-operating Sources	-	-	648,113	
Non-operating Uses				
Capital Outlay	-	-	52,846	
Interest Expense	-	-	1,003,458	
Project Loans	-	-	111,300	
Transfers out	-	-	647,948	a
Sub-total Non-operating Uses	-	-	1,815,552	
NET NON-OPERATING SOURCES AND USES	**$ -**	**$ -**	**$ (1,167,439)**	
DEBT FINANCING & USE OF FUND BALANCE				
Designated for Authorized Projects & Encumbrances		-	52,846	
From/(To) Operating and Capital Reserves	-	-	1,910,217	
TOTAL USE OF FUND BALANCE	**$ -**	**$ -**	**$ 1,963,063**	
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ 0**	

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 May 31, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	$ 39,910,000	$ 39,910,000	$ 37,033,342
Security/Contamination Prevention Fees	750,000	750,000	232,837
Miscellaneous and Reimbursements	212,750	212,750	573,276
Total Operating Revenues	**$ 40,872,750**	**$ 40,872,750**	**$ 37,839,455**
Operating Expenditures			
Salaries and Wages	4,354,003	4,354,003	3,541,846
Contracts and Services	2,416,046	2,474,854	1,839,098
Operating Supplies	1,020,600	1,020,600	626,970
Water Acquisition	18,784,000	18,784,000	15,079,273
General and Administrative	4,353,977	4,303,977	3,783,107
Total Operating Expenditures	**$ 30,928,626**	**$ 30,937,434**	**$ 24,870,294**
NET REVENUES FROM OPERATIONS	**$ 9,944,124**	**$ 9,935,316**	**$ 12,969,161**
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	2,508,870
Connection Fees	460,000	460,000	936,750
Sub-total Non-operating Sources	4,118,400	4,118,400	3,445,620
Non-operating Uses			
Capital Outlay (non-debt financed)	2,785,000	13,209,461	2,774,778
Interest Expense	11,599,998	11,599,998	11,474,627
Sub-total Non-operating Uses	14,384,998	24,809,459	14,249,405
NET NON-OPERATING SOURCES AND USES	**$ (10,266,598)**	**$ (20,691,059)**	**$ (10,803,785)**
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(3,500,237)	(3,500,237)	(3,489,598)
Designated for Authorized Projects & Encumbrances	-	39,976,759	14,443,469
Use of Bond Principal	-	(29,501,045)	(11,668,691)
From/(To) Capital Reserve	3,822,711	3,780,266	(1,450,556)
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ 322,474**	**$ 10,755,743**	**$ (2,165,376)**
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 May 31, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	$ 23,250,000	$ 23,250,000	$ 20,242,903
Security/Contamination Prevention Fees	150,000	150,000	-
Miscellaneous and Reimbursements	610,000	2,971,971	229,284
Total Operating Revenues	**$ 24,010,000**	**$ 26,371,971**	**$ 20,472,187**
Operating Expenditures			
Salaries and Wages	6,108,631	5,815,631	5,042,277
Contracts and Services	5,123,127	5,658,638	4,835,188
Operating Supplies	1,744,200	1,904,770	1,579,769
General and Administrative	3,210,253	3,483,133	3,165,981
Total Operating Expenditures	**$ 16,186,211**	**$ 16,862,172**	**$ 14,623,215**
NET REVENUES FROM OPERATIONS	**$ 7,823,789**	**$ 9,509,799**	**$ 5,848,972**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Investment Earnings	30,000	30,000	107,633
Connection Fees	320,000	1,207,115	6,269,270
Sub-total Non-operating Sources	350,000	1,237,115	6,376,903
Non-operating Uses			
Capital Outlay (non-debt financed)	-	2,878,327	408,881
Interest Expense	7,151,939	7,153,939	6,872,335
Sub-total Non-operating Uses	7,151,939	10,032,266	7,281,216
NET NON-OPERATING SOURCES AND USES	**$ (6,801,939)**	**$ (8,795,151)**	**$ (904,313)**
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(4,276,021)	(6,649,992)	(2,647,783)
Designated for Authorized Projects & Encumbrances	-	3,374,589	215,180
Appropriated Fund Balance	-	193,701	193,701
From/(To) Capital Reserve	3,254,171	2,367,054	(2,705,757)
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ (1,021,850)**	**$ (714,648)**	**$ (4,944,659)**
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**

Notes:

City of Oxnard
Environmental Resources
Budget Status Report
For the Month Ended May 31, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Charges for Services	$ 42,740,000	$ 42,740,000	$ 35,343,092	a
Security/Contamination Prevention Fees	-	-	78,900	
Miscellaneous and Reimbursements	245,000	245,000	255,181	
Total Operating Revenues	**$ 42,985,000**	**$ 42,985,000**	**$ 35,677,173**	
Operating Expenditures				
Salaries and Wages	6,670,446	6,670,446	5,794,243	
Operating Supplies	223,700	400,365	349,109	
Contracts and Services	26,946,449	26,915,449	23,815,846	
General and Administrative	3,712,981	3,712,981	3,691,594	
Total Operating Expenditures	**$ 37,553,576**	**$ 37,699,241**	**$ 33,650,792**	
NET REVENUES FROM OPERATIONS	**$ 5,431,424**	**$ 5,285,759**	**$ 2,026,381**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Investment Earnings	179,000	179,000	38,989	
Connection Fees	-	-	29,640	
Sub-total Non-operating Sources	179,000	179,000	68,629	
Non-operating Uses				
Capital Outlay (non-debt financed)	300,000	479,394	115,537	b
Interest Expense	927,746	927,746	915,984	
Transfers out	62,129	62,129	62,129	c
Sub-total Non-operating Uses	1,289,875	1,469,269	1,093,650	
NET NON-OPERATING SOURCES AND USES	**$ (1,110,875)**	**$ (1,290,269)**	**$ (1,025,021)**	
DEBT FINANCING & USE OF FUND BALANCE				
Payment of Principal	(3,610,758)	(3,610,758)	(2,545,502)	
Designated for Authorized Projects & Encumbrances	-	179,393	179,393	
Appropriated Fund Balance	-	145,665	145,665	
From/(To) Capital Reserve	(709,791)	(709,790)	1,219,084	
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ (4,320,549)**	**$ (3,995,490)**	**$ (1,001,360)**	
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**	

Notes:

a Current year revenues reduced by $2,840,100 accrual to FY 2010-11.

b Includes $92,837 credit from Air-Pollution fees for diesel exhaust retrofits.

c 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 May 31, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	$ 4,000,000	$ 4,000,000	$ 3,349,733
Miscellaneous and Reimbursements	10,000	10,000	4,777
Total Operating Revenues	**$ 4,010,000**	**$ 4,010,000**	**$ 3,354,510**
Operating Expenditures			
Salaries and Wages	65,880	65,880	57,398
Operating Supplies	-	-	-
Contracts and Services	3,799,261	3,799,261	3,300,566
General and Administrative	184,125	184,125	159,412
Total Operating Expenditures	**$ 4,049,266**	**$ 4,049,266**	**$ 3,517,376**
NET REVENUES FROM OPERATIONS	**$ (39,266)**	**$ (39,266)**	**$ (162,866)**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	-
Investment Earnings	-	-	(2,769)
Sub-total Non-operating Sources	-	-	(2,769)
Non-operating Uses			
Capital Outlay (non-debt financed)	49,500	62,304	13,682
Interest Expense	179,956	179,956	179,955
Transfers out	-	-	-
Sub-total Non-operating Uses	229,456	242,260	193,637
NET NON-OPERATING SOURCES AND USES	**$ (229,456)**	**$ (242,260)**	**$ (196,406)**
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(907,604)	(907,604)	(907,604)
Designated for Authorized Projects & Encumbrances	-	12,804	12,804
From/(To) Capital Reserve	1,176,326	1,176,326	199,680
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ 268,722**	**$ 281,526**	**$ (695,120)**
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ (1,054,392)**

Notes:

City of Oxnard
Performing Arts & Convention Center
Budget Status Report
For the Month Ended May 31, 2012
(Unaudited)

		Original Budget		Revised Budget		Actual Amounts	
OPERATING REVENUES AND EXPENDITURES							
Operating Revenues							
Charges for Services	$	450,200	$	450,200	$	465,601	
Miscellaneous		90,000		90,000		15,276	
Total Operating Revenues	**$**	**540,200**	**$**	**540,200**	**$**	**480,877**	
Operating Expenditures							
Salaries and Wages		1,057,210		1,057,210		951,659	
Operating Supplies		300		300		486	
Contracts and Services		252,355		252,355		225,032	
General and Administrative		172,511		172,511		185,931	
Total Operating Expenditures	**$**	**1,482,376**	**$**	**1,482,376**	**$**	**1,363,108**	
NET REVENUES FROM OPERATIONS	**$**	**(942,176)**	**$**	**(942,176)**	**$**	**(882,231)**	
NON-OPERATING SOURCES AND USES							
Non-operating Sources							
Transfers In		947,811		947,811		868,827	a
Investment Earnings		-		-		(5,666)	
Sub-total Non-operating Sources		947,811		947,811		863,161	
Non-operating Uses							
Capital Outlay		-		-		-	
Sub-total Non-operating Uses		-		-		-	
NET NON-OPERATING SOURCES AND USES	**$**	**947,811**	**$**	**947,811**	**$**	**863,161**	
DEBT FINANCING & USE OF FUND BALANCE							
Designated for Authorized Projects & Encumbrances		-		-		-	
From/(To) Capital Reserve		(5,635)		(5,635)		-	
NET USE OF BONDS AND OTHER DEBT FINANCING	**$**	**(5,635)**	**$**	**(5,635)**	**$**	**-**	
FISCAL YEAR BALANCE	**$**	**-**	**$**	**-**	**$**	**(19,070)**	

Notes:

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

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 06 / 26 / 2012

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

Prepared By: Brian Foote, AICP, Associate Planner BF Agenda Item No. L-1

Reviewed By: City Manager MMK City Attorney SMF Finance JC Other (Specify)

DATE: June 12, 2012

TO: City Council

FROM: Susan L. Martin, AICP, Planning Manager SM
Development Services Department

SUBJECT: **Planning & Zoning Permit No. 11-570-02 Requesting a Zone Change to General Commercial Planned Development (C-2-PD), and Appeal of Planning Commission's Denial of Planning & Zoning Permit No. 11-510-09 Requesting a Type 20 ABC License for a Proposed 7-Eleven Store. Located at 1001 and 1051 East Channel Islands Blvd. Filed by Designated Agent Lucy Dinneen, Cadence Capital Investments LLC, on Behalf of Property Owner Channel Islands Inn LP.**

RECOMMENDATION

That City Council adopt a resolution denying Planning & Zoning Permit No. 11-570-02 and denying the appeal and upholding the Planning Commission's denial of Planning & Zoning Permit No. 11-510-09.

DISCUSSION

On May 17, 2012, the Planning Commission considered an application for a special use permit requesting a Type 20 (Off-Sale Beer & Wine) Alcoholic Beverage Control license for a proposed 7-Eleven convenience store. The Commission followed standard protocol by opening and closing a public hearing, heard testimony, and considered the facts and circumstances of the proposed project. A motion to approve the request failed to pass with voting results being 3 ayes and 4 nays; therefore, pursuant to Commission bylaws, this failure constitutes denial or recommendation for denial of the application. As a result of the vote, no findings were made and no resolution was adopted.

Similarly, the motion before the Planning Commission to recommend City Council approval of the request to change the zone of the subject property from C-M-PD to C-2-PD failed. Under the Commission's bylaws, the failed motion resulted in a recommendation of denial. At its meeting of June 7, 2012, the Planning Commission adopted a resolution documenting the failed motions and the resulting denial of the special use permit and recommendation for denial of the zone change (Attachment #5).

The Planning Commission approved two other permits requested by the applicant: 1) a major modification (PZ No. 12-550-01) to allow the existing restaurant building to be enlarged and divided into up to three suites (see Attachment #6); and 2) a special use permit (PZ No. 11-510-10) to allow the sale of alcohol for on-site consumption in conjunction with the restaurant use, upon issuance of a Type 41 ABC license for On-Sale Beer & Wine for a Bona Fide Eating Place (see Attachment #7).

On June 1, 2012, the City Clerk received timely notice appealing the Commission's action. The appellant's consultant, Lucy Dinneen of Cadence Capital Investments LLC, prepared a letter (Attachment #8) that states that the Commission's action was arbitrary and capricious, contradicted the evidence, and was inconsistent with the Commission's approval of the Type 41 (On-Sale Beer & Wine) ABC license for the restaurant use. Pursuant to section 16-548 of the City Code, the Council's review of an appeal from a Commission decision may be heard de novo, and the Council is not restricted to considering the grounds specified in the notice of appeal.

The appellant requests approval of PZ No. 11-510-09 allowing the Type 20 ABC license in conjunction with a 7-Eleven convenience store. The appellant also requests approval of PZ No. 11-570-02 (Zone Change) to General Commercial Planned Development (C-2-PD) in order to permit the convenience store. The current zoning of Commercial & Light Manufacturing (C-M-PD) does not permit convenience stores; therefore, the zone change to C-2-PD is necessary in order to permit a 7-Eleven store to operate and sell beer and wine to its customers.

The record of proceedings indicates that the Commission considered and deliberated substantial evidence, and the decision was not arbitrary and capricious. The record shows that the evidence included the following: the Planning Commission staff report; Police Department report; testimony from the applicant and Police staff provided during the public hearing; five public speakers; and the Commissioner's observations from site visits. Public speakers discussed pedestrian crosswalks, proximity to schools, the Type 20 off-sale license and need for a convenience store. One member of the public spoke in favor of the convenience store. The Commission reviewed a substantial amount of evidence prior to voting, and asked several questions of the applicant and Police staff.

In summary, the Commission's deliberation and action was consistent with the provisions of City Code Section 16-531 (Requirements for Granting). The Commission deliberated, based on substantial evidence, and exercised independent judgment prior to making a decision. The motion to approve the project was made and seconded, and subsequently failed to receive the required number of votes to pass. Consistent with the established rules and procedures pertaining to conduct of the Planning Commission, staff recommends that Council uphold the Planning Commission's action and deny the appeal.

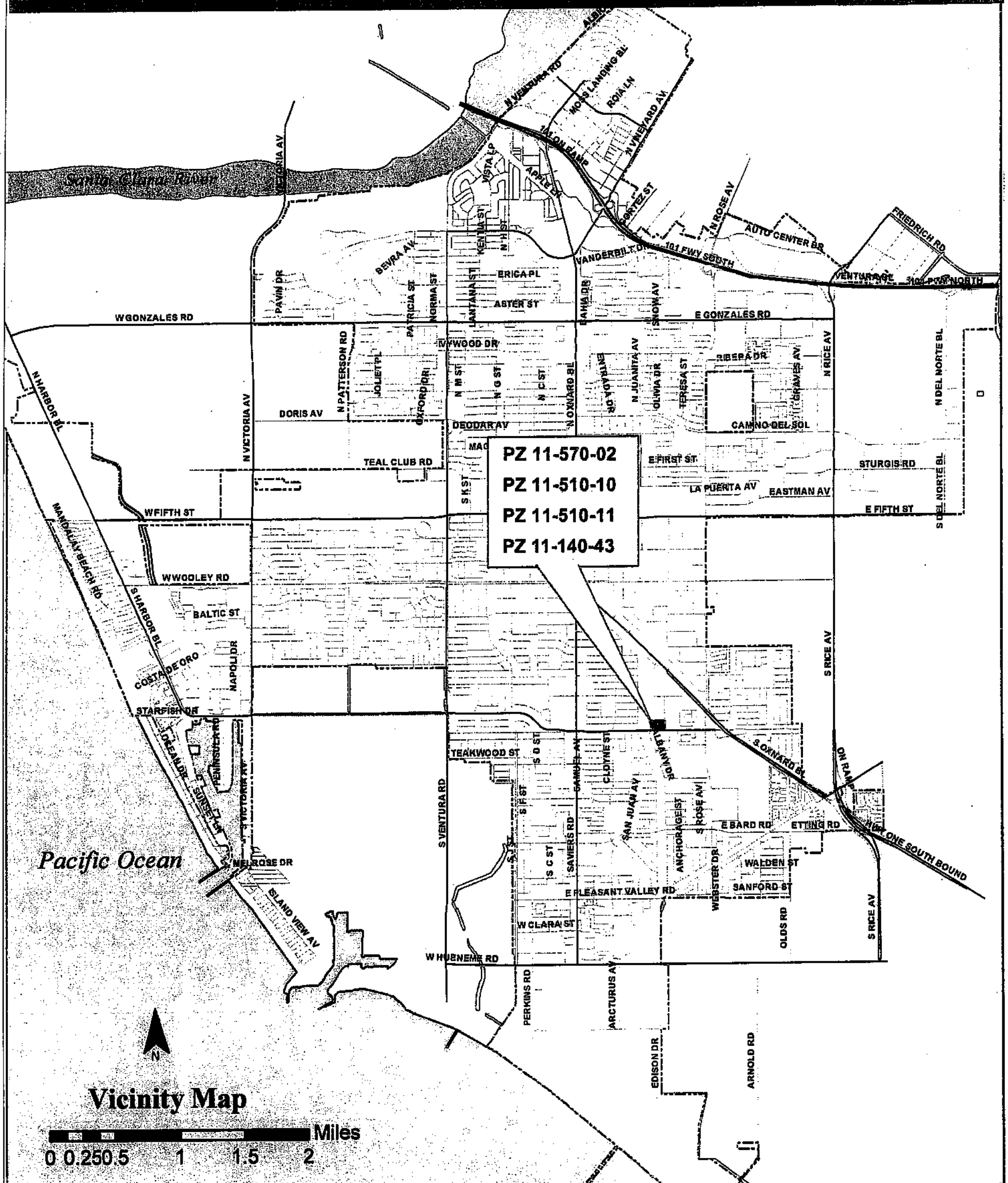
FINANCIAL IMPACT

None. The appellant paid the applicable filing fee.

Attachment #1 – Vicinity Map
#2 – City Council Resolution
#3 – Planning Commission Staff Report
#4 – Planning Commission Meeting Minutes
#5 – Planning Commission Resolution No. 2012-12
#6 – Planning Commission Resolution No. 2012-10
#7 – Planning Commission Resolution No. 2012-11
#8 – Notice of Appeal
#9 – Floor Plan

Note: Attachment 3 has been provided to the City Council under separate cover. Copies are available for review at the Help Desk in the Library after 6:00 p.m. on Thursday prior to the Council meeting, and in the City Clerk's Office after 8:00 a.m. on the Monday prior to the Council meeting.

Vicinity Map



Oxnard Planning *November 22, 2011*	PZ 11-570-02, 11-510-10, 11-510-11, 11-140-43 Location: 1051 E. Channel Is. Bl. APN: 220022013, 220022012 Cadence Capital **266**	**ATTACHMENT** 1 **PAGE** 1 **OF** 1

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DENYING THE APPEAL AND UPHOLDING THE PLANNING COMMISSION'S DENIAL OF PLANNING AND ZONING PERMIT NO. 11-510-09 (SPECIAL USE PERMIT – ALCOHOL) REQUESTING A TYPE 20 ALCOHOL LICENSE (OFF-SALE BEER & WINE) FOR A PROPOSED 7-ELEVEN STORE, AND DENYING PLANNING AND ZONING PERMIT NO. 11-570-02 (ZONE CHANGE), LOCATED AT 1051 EAST CHANNEL ISLANDS BOULEVARD. FILED BY DESIGNATED AGENT CADENCE CAPITAL INVESTMENTS L.L.C., 8480 E. ORCHARD RD., SUITE 2400, GREENWOOD VILLAGE, COLORADO 80111.

WHEREAS, the application for Planning & Zoning Permit Nos. 11-510-09 (Special Use Permit – Alcohol) and 11-570-02 (Zone Change), filed by Terri Dickerhoff of Cadence Capital Investments on behalf of property owner Channel Islands Inn L.P., failed to receive the number of votes required for approval by the Planning Commission, thereby resulting in a denial of said application pursuant to subsection III.D of the Planning Commission Rules and Procedures; and

WHEREAS, the Planning Commission's action was appealed to the City Council; and

WHEREAS, the City Council has carefully reviewed the application, staff report, minutes of testimony, and record of proceedings at the Planning Commission public hearing; and

WHEREAS, on June 26, 2012, the City Council conducted a public hearing and received evidence in favor of and opposed to the application for a special use permit requesting a Type 20 ABC license at the property located at 1051 East Channel Islands Boulevard; and

WHEREAS, on June 26, 2012, the City Council conducted a public hearing and received evidence in favor of and opposed to the application for a zone change requesting the General Commercial Planned Development (C-2-PD) zone designation for the properties located at 1001 and 1051 East Channel Islands Boulevard; and

WHEREAS, Section 15301 of Title 14 of the California Code of Regulations exempts the project from the requirement for the preparation of environmental documents imposed by the California Environmental Quality Act; and

WHEREAS, after due study, deliberation and public hearing, and based on the record of proceedings in this matter, the City Council finds that the following circumstances exist:

1. The denial of the proposed special use permit and zone change will not affect the preservation and enjoyment of substantial property rights of the applicant.

2. The proposed use is likely to create or significantly aggravate police problems within 1000 feet of the location for which the special use permit is applied. The City Council finds that the preponderance of the evidence indicates that area's crime rate is 12% higher than the

citywide average crime rate, and the proposed Type 20 ABC license if approved may exacerbate the crime rate.

3. The proposed use will result in or add to an undue concentration of establishments selling alcoholic beverages for off-site consumption within 1000 feet of the subject location. There is one establishment with the same Type 20 ABC license that exists within 350 feet of the proposed location, and therefore, there is a presumption that an undue concentration will result or be added to. The City Council finds that an undue concentration of alcohol uses currently exists, and that the presumption of undue concentration was not rebutted by a preponderance of evidence in the record of proceedings.

4. The proposed use would adversely affect and be materially detrimental to adjacent uses, buildings and structures, and to the public health, safety and general welfare. Of particular concern is the proximity of the proposed use to schools and its location along the pedestrian routes used by students.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oxnard, based on the findings set forth herein, hereby denies the appeal and upholds the Planning Commission's action on Planning and Zoning Permit No. 11-510-09, and approves the Planning Commission's recommendation to deny Planning and Zoning Permit No. 11-570-02.

PASSED AND ADOPTED this day of , 2012, by the following vote:

AYES:

NOES:

ABSENT:

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

For

Alan Holmberg, City Attorney

MINUTES **DRAFT**

OXNARD PLANNING COMMISSION
REGULAR MEETING
May 17, 2012

A. ROLL CALL

At 7:00 p.m., the regular meeting of the Oxnard Planning Commission convened in the Council Chambers. Commissioners Stephen Huber, Patrick Mullin, Anthony Murguia, Gilbert Guevara, Saul Medina, Vincent Stewart, and Steven Nash were present. Chairman Murguia presided and called the meeting to order. Staff members present were: Susan Martin, Planning Manager, Jason Samonte, Traffic Engineer; Stephen Fischer, Assistant City Attorney; Cliff Waer, Senior Police Officer; Michael O'Malia, Interim Fire Chief, Juan Martinez, Associate Planner; Brian Foote, Associate Planner, and Lori Maxfield, Recording Secretary.

B. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES

Commissioner Mullin led the pledge of allegiance.

C. PUBLIC COMMENTS

D. READING OF AGENDA

Planning Manager Martin reviewed the agenda including that Interim Fire Chief O'Malia will make a verbal presentation on their strategic plan and operations.

E. CONSENT AGENDA

1. APPROVAL OF MINUTES – May 3, 2012

MOTION Commissioner Nash moved and Commissioner Stewart seconded a motion to approve the minutes of May 3, 2012 as presented. The question was called and the motion carried 6-0-0-1, Commissioner Medina abstaining.

F. REPORTS; STUDY SESSION

Interim Fire Chief O'Malia gave an overview of the 2005 Strategic Plan; operations; existing and proposed stations; response activity and times; five divisions and staffing; turnout time; funding for new stations, staff, and equipment; joint station with the County of Ventura at RiverPark; Station 8 to be funded through Measure O; mutual aid agreements with partner agencies; demand for service; current equipment and replacement plan.

G. CONTINUED PUBLIC HEARINGS

DRAFT

H. NEW PUBLIC HEARINGS

1. PLANNING AND ZONING PERMIT NO. 12-550-1 (Major Modification), 11-510-09 & 11-510-10 (Special Use Permit – Alcohol), and 11-570-2 (Zone Change) – A request for approval of: a major modification to construct a 1,200 square-foot addition if needed to accommodate a future retail or restaurant tenant (to be determined); a zone change to General Commercial (C-2-PD) in order to allow a convenience store and sales of alcoholic beverages; and special use permits to sell beer and wine for off-site consumption for a future convenience store (7-Eleven), and sell beer and wine for on-site consumption for a future restaurant. The project site is located at 1051 East Channel Islands Boulevard. The project is exempt from environmental review pursuant to Section 15301 of the California Environmental Quality Act (CEQA) Guidelines. Filed by Terri Dickerhoff, Cadence Capital Investments LLC, 1120 Manzanita Street, Los Angeles CA 90029.
PROJECT PLANNER: Brian Foote

Associate Planner Foote presented the staff report including surrounding uses; rezoning is for consistency; Police reports for both the 7-Eleven and the restaurant; crime rate was 12 percent higher than citywide average; not considered a policing problem; close proximity to Channel Islands High School; undue concentration; single serving bottles prohibited; hotel has their own alcohol license for hotel guests only and banquets. He also displayed site photo; aerial, location, General Plan, and zoning maps; existing and proposed site plans; floor plans; elevations; and aerial depicting the proximity to schools.

Senior Officer Waer stated that the previous restaurants didn't serve alcohol; the conditions would be the same as Fresh & Easy; Police did not consider it a problem; Fresh & Easy hasn't had any alcohol related issues; there haven't been any problems with any of the 7-Elevens in the City; the new model 7-Elevens have a safe, clean environment; and explained the process for determining saturation.

Chairman Murguia opened the public testimony.

Ms. Lucy Dineen, representing the applicant, gave a brief presentation including background on why they chose this location; retail development is their focus; building in phases; want to take existing building and adapt it; willing to work with nearby schools to minimize any potential issues; have made themselves available to the neighborhood; possibility and benefits of expansion; reuse; 7-Eleven security; and no alcohol sales between midnight and six (6:00 a.m.).

Mr. Scott Swenson spoke in opposition, referencing his 30 years experience with the Oxnard Police Department with half his career including the area of the project site; spoke with both superintendents of Oxnard and Hueneme School Districts who have concerns with the request; stated that 7-Eleven would be a magnet for children, which will increase calls for service; and expressed his concern with having a hotel adjacent to a market.

Ms. Shirley Godwin spoke in opposition to the request for a 7-Eleven indicating that the Saviers Design Group discussed the project at their recent meeting; Community Workshop was not attended as it was held just before Christmas; signs didn't indicate that the request included a 7-Eleven; and stated that the restaurant was a good idea, but not to include a convenience store next to the hotel.

Mr. Dennis Holloway expressed concern about increased pedestrian traffic that would be created; and asked if the City contracts to have red light cameras at the two intersections near the project.

Ms. Pat Brown indicated that the Radisson in San Francisco at Fisherman's Wharf had a 7-Eleven just around the corner that was convenient and worked well.

Mr. Larry Godwin stated that the previous restaurant failed because it was poorly run; concerned that the Planning Commission is being asked to approve a Type 20 alcohol permit without having a site plan; and indicated that there was currently an adult male alcohol/drug facility within approximately 500 feet of the site.

Chairman Murguia closed the public testimony.

Planning Commission discussed that it's the only hotel in the City with adjacent parking for big trucks; busy intersection; no four way pedestrian crossing; wrong location due to the close proximity to schools; the close proximity of similar existing off-site alcohol licenses, such as Amar Ranch, Fresh & Easy, and ARCO convenience store; lighting concerns; want to see a site plan; and the restaurant expansion is a good idea, but not the 7-Eleven.

MOTION Commissioner Huber moved and Commissioner Mullin seconded a motion to adopt a resolution recommending City Council approval of PZ 11-570-02, a Zone Change to change the zone district to General Commercial Planned Development, located at 1051 East Channel Islands Boulevard, subject to certain findings and conditions. The question was called and the motion failed 3-4, Commissioners Guevara, Stewart, Medina, and Murguia voting no.

MOTION Commissioner Medina moved and Commissioner Mullin seconded a motion to adopt a resolution granting PZ 12-550-01, a Major Modification to Special Use Permit 1091 to allow a 1,200 square foot addition to an existing restaurant, and creation of up to three suites for retail and restaurant uses consistent with the C-2-PD zone, located at 1051 East channel Islands Boulevard, subject to certain findings and conditions. The question was called and the motion carried 4-3, Commissioners Guevara, Medina, and Stewart voting no.

MOTION Commissioner Nash moved and Commissioner Mullin seconded a motion to adopt a resolution granting PZ 11-510-10, a Special Use Permit to allow a Type 41 alcoholic beverage control license for a proposed non-fast food restaurant, located at 1051 East Channel Islands Boulevard, subject to certain findings and conditions. The question was called and the motion carried 6-1, Commissioner Medina voting no.

MOTION Commissioner Huber moved and Commissioner Nash seconded a motion to adopt a resolution granting PZ 11-510-09, a Special Use Permit to allow a Type 20 alcoholic beverage control license for a proposed convenience store, located at 1051 East Channel Islands Boulevard, subject to certain findings and conditions. The question was called and the motion failed 2-5, Commissioners Nash, Guevara, Stewart, Medina, Murguia voting no.

Commissioner Mullin stated for the record: Many of you indicated that you were troubled regarding the high school students traveling down there, and having a convenience store next to a hotel. I have to say I certainly would have supported the program, one because of the

DRAFT

environmental impact of making this area a much better place on that corner, probably even challenge the Amar Ranch store to be a little bit more beautiful and active there. 7-Eleven did a lot of work and with their marketing research, they would not have considered this had they not thought it was a viable position, and that's why I would certainly support them. I also support it because of Officer Waer's comments regarding what they've done at the Gonzales Road and Oxnard Boulevard store with the prerequisites that they're living by including the way they've set up their store to the Police and Alcohol Beverage concerns that makes it a safe area. I'm sure the kids are going there, probably more than not. There was a statement by someone who said there was $1,000 paid to Channel Islands High School. Of course that does not effect the Planning Commission's decision. I never knew that when I voted on it. So, I think that's a mute point. The thing that gets me is the store has a major alcohol beverage sale item with the wine and spirits, and I didn't hear it was any problem, from the Police report. I'm trying to weigh that. The kids are still going passed that store, and they're crossing the street, and these things just don't make sense to me.

I. PLANNING COMMISSION BUSINESS

Commissioner Nash requested that the Planning Commission continue receiving the subscription to the Planning Commissioners Journal.

Commissioner Huber asked if the Water Division would be making a presentation before the Planning Commission.

Commissioner Murguia stated that the annual Strawberry Festival would be held on Saturday, May 19, and Sunday, May 20, 2012.

J. PLANNING MANAGER COMMENTS

Planning Manager Martin updated the Planning Commission on recent actions, as well as upcoming items of the City Council. She also previewed the upcoming items tentatively scheduled for the next meeting on June 7, 2012.

K. ADJOURNMENT

At 10:48 p.m., the Planning Commission concurred to adjourn.

____
Anthony R. Murguia, Chairman

ATTEST: ____________________________
Susan L. Martin, Secretary

RESOLUTION NO. 2012 – 12

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING DENIAL OF PLANNING AND ZONING PERMIT NO. 11-570-02 (ZONE CHANGE), AND DENYING PLANNING AND ZONING PERMIT NO. 11-510-09 (SPECIAL USE PERMIT) PURSUANT TO PLANNING COMMISSION BYLAWS SECTION III(B) CONCERNING MOTIONS TO APPROVE THAT FAIL TO RECEIVE THE REQUIRED NUMBER OF AFFIRMATIVE VOTES TO PASS, FOR A REQUEST TO CHANGE THE ZONE DISTRICT TO GENERAL COMMERCIAL PLANNED DEVELOPMENT (C-2-PD) AND TO ALLOW A TYPE 20 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR 1001 AND 1051 EAST CHANNEL ISLANDS BOULEVARD (A.P.N.'S 220-0-220-125 AND 220-0-220-135). FILED BY CADENCE CAPITAL INVESTMENTS L.L.C., 1120 MANZANITA STREET, LOS ANGELES, CA 90029.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning and Zoning Permit No. 11-570-02, filed by Terri Dickerhoff of Cadence Capital Investments LLC on behalf of property owner Channel Islands Inn LP, to amend the zoning of 1001 and 1051 East Channel Islands Boulevard (APN's 220-0-220-125 and 220-0-220-135) from Commercial and Light Manufacturing Planned Development (C-M-PD) to General Commercial Planned Development (C-2-PD); and

WHEREAS, the Planning Commission conducted a public hearing on May 17, 2012, and received and reviewed written and oral comments related to proposed Planning and Zoning Permit No. 11-570-02; and

WHEREAS, during the public hearing conducted on May 17, 2012, the Commissioners discussed and deliberated the following:

1. The relationship between the Zone Change and the proposed convenience store, insofar as the zoning change to General Commercial (C-2-PD) is required for a convenience store use at the subject property.

2. The amount of exterior advertising and in-store displays for alcoholic beverages and tobacco products in the proposed convenience store.

3. The numbers of students and minors walking on Channel Islands Boulevard in the afternoon, and pedestrian traffic patterns to existing off-sale alcohol retailers in the vicinity.

4. The proximity of off-site alcohol licenses similar to the requested Type 20 (Off-Sale Beer and Wine) that exist in the vicinity, specifically the Amar Ranch Market, Fresh & Easy Market, and the ARCO convenience store.

5. The past and current management practices of existing 7-Eleven stores in the City of Oxnard, the experience of the Police Department in terms of nuisances and calls for

service at the 7-Eleven stores, and the record of compliance with Police conditions of approval.

6. The potential for collisions between motor vehicles and minors crossing Channel Islands Boulevard, and the absence of a crosswalk immediately in front of the proposed 7-Eleven store.

7. The proximity of the proposed 7-Eleven store to the high school, elementary school, and nearby residences.

8. The potential for crime to occur in the vicinity of a convenience store with an off-sale beer and wine retail alcohol license.

9. The relationship between the Zone Change and the proposed alcohol licenses, insofar as the zoning change to General Commercial (C-2-PD) is required for any alcohol-related use at the subject property.

10. The extent to which the proposed zone change to General Commercial (C-2-PD) would be consistent with the existing retail uses on the subject property, and would make the property consistent with the existing General Plan designation of Commercial General (CG).

11. The extent to which the proposed zone change to General Commercial (C-2-PD) would allow a greater variety of land uses that could be permitted on the subject property.

WHEREAS, the Planning Commission approved PZ No. 12-550-01 (Major Modification), and approved PZ No. 11-510-10 (Special Use Permit – Alcohol) for a Type 41 ABC license for On-Sale Beer and Wine for Bona Fide Eating Place.

WHEREAS, the Planning Commission denied PZ No. 11-510-09 (Special Use Permit – Alcohol) for a Type 20 ABC license for Off-Sale Beer and Wine.

WHEREAS, after due study, deliberation and public hearing, Commissioner Huber made a motion to approve Planning and Zoning Permit No. 11-570-02, and Commissioner Mullin seconded the motion.

WHEREAS, Commissioners Huber, Mullin, and Nash voted in favor of approval; and Commissioners Guevara, Medina, Murguia, and Stewart voted against approval.

WHEREAS, the Planning Commission during the public hearing on May 17, 2012, voted 4 noes and 3 ayes on a motion to approve Planning and Zoning Permit No. 11-570-02, and pursuant to Section III(B) of the Planning Commission bylaws, such failure to approve the motion constitutes a recommendation for denial to the City Council.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard recommended denial of Planning and Zoning Permit No. 11-570-02, a request to amend the City's official Zoning Map to change the zoning designation of said parcels as shown in Exhibit "A", attached hereto and incorporated herein by reference and denied Planning and Zoning Permit No. 11-510-09, a request for a special use permit to allow the issuance of a Type 20 ABC license for Off-Sale Beer and Wine.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 7th day of June, 2011, by the following vote:

AYES: Commissioners: Mullin, Stewart, Guevara, Medina, Nash, Huber

NOES: Commissioners: None

ABSENT: Commissioners: Murguia

Stephen H. Huber, Chair

ATTEST:
Susan L. Martin, Secretary

EXHIBIT A

All that certain real property situated in the County of Ventura, State of California, described as follows:

Assessor's Parcel No. 220-0-220-125

All of Parcel 1, in the City of Oxnard, County of Ventura, State of California, as shown on a map recorded in Book 68, Page 9 of Parcel Maps, in the Office of the County Recorder of said Ventura County.

Except all oil, gas or other hydrocarbon substances in or under said land but without any right to use the surface of said land nor the subsurface thereof for a depth vertically of 500 feet from the surface, in any manner or for any purposes connected with the exploration for, drilling for or production of oil, gas or other hydrocarbon substances, as reserved by Paul Donlon, et al, in deed recorded October 2, 1957 in Book 1554, Page 205 of Official Records.

Assessor's Parcel No. 220-0-220-135

All of Parcel 2, in the City of Oxnard, County of Ventura, State of California, as shown on a map recorded in Book 68, Page 9 of Parcel Maps, in the Office of the County Recorder of said Ventura County.

Except all oil, gas or other hydrocarbon substances in or under said land but without any right to use the surface of said land nor the subsurface thereof for a depth vertically of 500 feet from the surface, in any manner or for any purposes connected with the exploration for, drilling for or production of oil, gas or other hydrocarbon substances, as reserved by Paul Donlon, et al, in deed recorded October 2, 1957 in Book 1554, Page 205 of Official Records.

End of Exhibit A

RESOLUTION NO. 2012 – 10

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING A MAJOR MODIFICATION TO A SPECIAL USE PERMIT (U-1091) TO ALLOW A 1,200 SQUARE-FOOT ADDITION TO AN EXISTING RESTAURANT, AND CREATION OF UP TO THREE SUITES FOR RETAIL AND RESTAURANT USES CONSISTENT WITH THE C-2-PD ZONE. THE SUBJECT PROPERTY IS LOCATED AT 1051 EAST CHANNEL ISLANDS BOULEVARD (APN: 220-0-220-135). FILED BY CADENCE CAPITAL INVESTMENTS L.L.C., 1120 MANZANITA STREET, LOS ANGELES CA 90029.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for PZ No. 12-550-01 (Major Modification) filed by Terri Dickerhoff of Cadence Capital Investments LLC on behalf of property owner Channel Islands Inn LP, in accordance with Section 16-561 of the Oxnard City Code; and

WHEREAS, CEQA provides a statutory exemption from the Environmental Quality Act (CEQA) pursuant to CEQA section 15301 for existing facilities, and all findings for this exemption can be made; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing that the following circumstances exist:

1. The proposed major modification is in conformance with the Findings of Fact previously adopted by Planning Commission Resolution No. 6763.

2. The proposed major modification is permitted by Section 16-561 of the Oxnard City Code.

WHEREAS, the Planning Commission finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby approves Planning & Zoning Permit No. 12-550-01 (Major Modification) subject to the following conditions. Except as modified by this Resolution, the conditions of approval imposed on Use Permit No. 1091 shall remain in full force and effect. The decision of the Planning Commission is final unless appealed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Public Works, Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).

2. This permit is granted for the plans dated April 23, 2012 ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)

3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, *G-3*)

4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)

5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, *G-5*)

6. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. Developer's commencement of construction or operations pursuant to the resolution shall be deemed to be an acceptance of all conditions thereof. (CA, *G-6*)

7. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, *G-8*)

8. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, *G-9*)

9. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, *G-11*)

10. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, *G-12*)

11. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, *G-13*)

12. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, *G-14*)

13. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property. (PL, *G-15*).

PLANNING DIVISION STANDARD CONDITIONS

14. Any application for a minor modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, *PL-2*)

15. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, *PL-3*)

16. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, *PL-7*)

17. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*).

PLANNING DIVISION SPECIAL CONDITIONS

18. Developer shall submit an application for building permits for Phase II (or "Option B") of the project no later than 36 months after the date of adoption of this resolution. If Developer does not submit such application by such time, Developer shall be required to obtain a major modification to the approved special use permit to construct the additional structures on the subject property. (PL)

19. All conditions adopted with Planning Commission Resolution No. 6763 (for Use Permit No. 1091) shall remain applicable to the project, except as modified with this approval.(PL)

20. Hours for receiving deliveries for the businesses (loading zone adjacent to the hotel) shall be limited to between the hours of 7:00 a.m. and 7:00 p.m. daily, with no parking or idling on the subject property or on adjacent streets outside of these specified hours. (PL)

21. Developer shall install all roof and building drainpipes and downspouts inside building elements. These items shall not be visible on any exterior building elevations. (Option "B") (PL, *PL-42*)

22. For any exterior utility meter panels, Developer shall paint such panels to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (PL, *PL-43*)

23. Prior to issuance of a certificate of occupancy, Developer shall remove all construction materials and vehicles from the subject property. (PL/B, *PL-47*)

24. Developer shall install toilets that have automatic flush sensors in all public restrooms. Such toilets shall be included on the plans submitted for a building permit and shall be maintained and in working order at all times. (PL)

25. Developer shall install individual mirrors above each sink in a public restroom to the satisfaction of the Planning Division Manager. The details of such mirrors shall be approved prior to issuance of a building permit. Developer shall remove graffiti from the mirrors or replace the mirrors within 24 hours of graffiti appearance. (PL)

26. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, such as in restrooms or fitting rooms, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)

FIRE DEPARTMENT STANDARD CONDITIONS

All listed items shall be included on the plan check notes detailing Fire Department requirements. Listed items applicable to Option "B" only shall have (Option "B") noted immediately afterwards.

27. Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, *F-1*)

28. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, *F-2*)

29. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, *F-3*)

30. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, *F-5*)

31. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, *F-6*)

32. Developer shall identify all hydrants and fire protection equipment on the project property as required by the Fire Chief. (FD, *F-8*)

33. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (Option "B") (FD)

34. The turning radius of all project property driveways and turnaround areas used for emergency access shall be approved by the City Traffic Engineering Department. (FD, *F-11*)

35. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (Option "B") (FD)

36. Developer shall install in each structure in the project an alarm system with a central station monitor that will automatically notify the Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports the location of the fire and allows the central station monitor to inform the Fire Department. (Option "B") (FD)

37. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, *F-16*)

FIRE DEPARTMENT SPECIAL CONDITIONS

38. Before the city issues a certificate of occupancy, the developer shall install a Knox key vault at a location to be determined by the Fire Department. (FD)

39. Developer shall ensure Fire Department access through man-gates, either by Knox lock devices or other Fire Department approved means. (FD)

LANDSCAPE STANDARD CONDITIONS

40. Before the City issues building permits or the proposed use is initiated, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, *PK-2*)

41. Before the City issues a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, *PK-3*)

42. Developer shall maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so will result in the revocation of this permit and initiation of legal proceedings against Developer. (PK, *PK-4*)

43. Before the City issues a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to the Parks and Facilities Superintendent. The irrigation system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, *PK-5*)

44. All trees planted or placed on the project property by Developer shall be at least 24-inch-box size. All shrubs and vines shall be at least five-gallon size, except as otherwise specified by this permit. (PK, *PK-6*)

45. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, *PK-22*)

LANDSCAPE SPECIAL CONDITIONS

46. Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK)

47. All landscaping and irrigation shall comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards. (PK)

The following Special Conditions apply to Phase 1 (option "A") of the plans:

48. The new proposed pedestrian ramp from Statham Blvd. appears to be in conflict with an existing tree location (based on aerial photographs). If the pedestrian ramp cannot be relocated, then an Arborist's Tree Report is required for the removal of any trees. The Arborist's Tree Report is required for the health and economic appraisal value of any existing trees to be removed or displaced from the site due to construction. City staff will have final review approval on selection of an arborist. The Arborist's Tree Report shall be prepared by a certified arborist and shall follow the format as outlined in *Valuation of Landscape Trees, Shrubs, and Other Plants: A Guide to the Methods and Procedures for Appraising Amenity Plants.*, latest edition as published by the International Society of Arboriculture. The Tree Report shall include text, photos and a site plan that clearly labels all trees to be saved, removed or transplanted. The methodology for the tree appraisal value shall be based on the "Trunk Formula" method, with calculation work sheets included. The economic appraisal value of the trees removed shall be put back into new tree sizes for the project and shall be in addition to meeting the City's minimum tree size of 24" box.

49. The proposed landscape finger planter northeast of the existing building removes a portion of the existing landscape finger planter and an existing tree. An Arborist's Tree Report is required for the health and economic appraisal value of any existing trees to be removed or displaced from the site due to construction. City staff will have final review approval on selection of an arborist. The Arborist's Tree Report shall be prepared by a certified arborist and shall follow the format as outlined in *Valuation of Landscape Trees, Shrubs, and Other Plants: A Guide to the Methods and Procedures for Appraising Amenity Plants.*, latest edition as published by the International Society of Arboriculture. The Tree Report shall include text, photos and a site plan that clearly labels all trees to be saved, removed or transplanted. The methodology for the tree appraisal value shall be based on the "Trunk Formula" method, with calculation work sheets included. The economic appraisal value of the trees removed shall be put back into new tree sizes for the project and shall be in addition to meeting the City's minimum tree size of 24" box.

50. The proposed bicycle pad and rack located in the landscape finger planter at the southeast corner of the existing building may be encroaching into the existing mature tree root system. If the bicycle pad and rack cannot be reconfigured or relocated to avoid the tree, then an Arborist's Tree Report is required for the removal of the tree root system. An Arborist's Tree Report is required for the health and economic appraisal value of any existing trees to be removed or displaced from the site due to construction. City staff will have final review approval on selection of an arborist. The Arborist's Tree Report shall be prepared by a certified arborist and shall follow the format as outlined in *Valuation of Landscape Trees, Shrubs, and Other Plants: A Guide to the Methods and Procedures for Appraising Amenity Plants.*, latest edition as published by the International Society of Arboriculture. The Tree Report shall include text, photos and a site plan that clearly labels all trees to be saved, removed or transplanted. The methodology for the tree appraisal value shall be based on the "Trunk Formula" method, with calculation work sheets included. The economic appraisal value of the trees removed shall be put back into new tree sizes for the project and shall be in addition to meeting the City's minimum tree size of 24" box.

51. If trees are anticipated to be removed from the site, then at the time of Plan Check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on site and shall refer to them by number as identified in the Arborist's Report. The Tree Tabulation Chart shall clearly list all trees to remain, be removed or transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as computations and calculations showing how the value of the removed tree(s) was put back into new tree sizes for the project that are in addition to meeting the City's minimum tree size of 24" box.

52. Much of the required existing 36" high parking lot visual shrub screen plant material is missing from Statham Blvd. and Channel Islands Blvd. Uniformly replace all the missing 36" high shrub screen plant materials with new.

The following Special Conditions apply to Phase 2 (option "B") of the plans:

53. All Special Conditions outlined in Phase 1 (option "A") are incorporated into Special Conditions for Phase 2 (option "B").

54. Numerous site modifications will impact the existing trees on the site. An Arborist's Tree Report is required for the health and economic appraisal value of any existing trees to be removed or displaced from the site due to construction. City staff will have final review approval on selection of an arborist. The Arborist's Tree Report shall be prepared by a certified arborist and shall follow the format as outlined in *Valuation of Landscape Trees, Shrubs, and Other Plants: A Guide to the Methods and Procedures for Appraising Amenity Plants.*, latest edition as published by the International Society of Arboriculture. The Tree Report shall include text, photos and a site plan that clearly labels all trees to be saved, removed or transplanted. The methodology for the tree appraisal value shall be based on the "Trunk Formula" method, with calculation work sheets included. The economic appraisal value of the trees removed shall be put back into new tree sizes for the project and shall be in addition to meeting the City's minimum tree size of 24" box.

55. If trees are anticipated to be removed from the site, then at the time of Plan Check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on site and shall refer to them by number as identified in the Arborist's Report. The Tree Tabulation Chart shall clearly list all trees to remain, be removed or transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as computations and calculations showing how the value of the removed tree(s) was put back into new tree sizes for the project that are in addition to meeting the City's minimum tree size of 24" box.

56. The new parking lot landscape finger planters shall be landscaped per the City's Landscape Standards.

57. The trash enclosure shall have evergreen self clinging vines (minimum 5-gallon size) attached to exterior walls.

58. Any existing landscaping which is dead, failing, or missing shall be replaced with new.

DEVELOPMENT SERVICES STANDARD CONDITIONS

The following Standard Conditions apply to Phase 2 (option "B") of the plans:

59. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at the time the City issues building permits. (DS-1)

60. Developer's Engineer shall design parking lot structural sections based on an analysis of the soils R-value and a traffic index (T.I.) approved by the City Engineer. The minimum structural section for parking lots is two inches of asphalt on four inches of base material. Developer shall show the proposed structural section on the site improvement plans. (DS-2)

61. Developer shall have the site improvement plans prepared on standard Development Services Division mylars by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and the original ink-on-mylar plans filed with the Development Services Division. (DS-3)

62. Developer shall submit improvement plans and drainage calculations that demonstrate that storm drainage from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)

63. Developer shall protect building pads from inundation during a 100-year storm. (DS-5)

64. Developer shall remove and replace all improvements that are damaged during construction. (DS-6)

65. Where a separate loop or terminal line is required for water mains, fire hydrants or fire sprinkler systems, Developer's site improvement plans shall include an on-site water plan. (DS-11)

66. Developer shall install on-site and off-site utility services underground in accordance with City ordinances in effect at the time City issues the building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)

67. A civil engineer licensed in the State of California shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Such plans and documents shall include, but not be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans; a master utility plan showing the layout and location of all on-site and off-site utility improvements that serve the project; construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not accept an application for the final map or parcel map for the project or issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)

68. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of the final

subdivision map, address map, and civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)

69. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)

70. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)

71. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)

72. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)

73. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)

74. "Standard Specifications for Public Works Construction," latest edition, and any modifications thereto by City, and City of Oxnard Standard Land Development Specifications and all applicable City Standard Plans, shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)

75. Developer shall retain a Civil Engineer licensed in the State of California to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after project completion. Developer's submittal of the certified "as-built" plans is a condition of City's final acceptance of the project. (DS-29)

76. All grading shall conform to City's grading ordinance and any recommendations of Developer's soils engineer that have been approved by the City Engineer. Developer shall conform to all applicable notes specified on the site improvement/grading plan cover sheet and grading permit. (DS-30)

77. Each lot shall drain into a street, alley, or approved drain so that there will be no undrained depressions. (DS-35)

78. Prior to issuance of a site improvement permit, Developer shall provide to the City Engineer easements or written consents from all affected landowners for any diversion of historical flows or change in drainage conditions caused by the project, as evidence that such landowners accept any additional water flowing over their property. (DS-36)

79. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)

80. Prior to issuance of building permits, Developer shall present to the City Engineer a "Proof of Payment - Authorization for Building Permits" form issued by the Calleguas Municipal Water District. (DS-44)

81. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)

82. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)

83. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)

84. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)

85. Developer shall design parking lot and other drive areas to minimize degradation of stormwater quality. Using Best Management Practices (BMPs), such as oil and water separators, sand filters, landscaped areas for infiltration, basins or approved equals, Developer shall intercept and effectively prevent pollutants from discharging to the storm drain system. The stormwater quality system design shall be approved by the City Engineer prior to the issuance of a site improvement permit. (DS-81)

86. Using forms provided by the Development Services Division, Developer shall submit a stormwater quality control measures maintenance program ("the Program") for this project.

If the BMPs implemented with this project include proprietary products that require regular replacement and/or cleaning, Developer shall provide proof of a contract with an entity qualified to provide such periodic maintenance. The property owner is responsible for the long-term maintenance and operation of all BMPs included in the project design. Upon request by City, property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the Development Services Manager approves the Program and Developer provides an executed copy for recordation. (DS-82)

87. Developer shall maintain parking lots free of litter and debris. Developer shall sweep sidewalks, drive aisles, and parking lots regularly to prevent the accumulation of litter and debris. When swept or cleaned, debris must be trapped and collected to prevent entry into the storm drain system. Developer may not discharge any cleaning agent into the storm drain system. (DS-84)

88. Prior to issuance of a certificate of occupancy, on-site storm drain inlets shall be labeled "Don't Dump - Drains to Ocean" in accordance with City standards. Before City issues a site improvement permit, the requirement to label storm drain inlets shall be shown on the civil engineering plans. (DS-85)

89. Prior to issuance of a grading permit or commencement of any clearing, grading or excavation, Developer shall prepare a Stormwater Pollution Control Plan ("SWPCP") on the form provided by City. The SWPCP shall be developed and implemented in accordance with requirements of the Ventura Countywide Stormwater Quality Management Program, National Pollutant Discharge Elimination System Permit. The SWPCP shall identify potential pollutant sources that may affect the quality of discharges to stormwater and shall include the design and placement of recommended Best Management Practices (BMPs) to effectively prohibit pollutants from the construction site entering the storm drain system. The SWPCP shall be reviewed and approved by the City Engineer prior to issuance of a site improvement/grading permit. Developer shall keep the SWPCP updated to reflect current site conditions at all times and shall keep a copy of the SWPCP on the site and make it available for City or designated representative to review upon request. (DS-87)

DEVELOPMENT SERVICES SPECIAL CONDITIONS

The following Special Conditions apply to Phase 1 (option "A") of the plans:

90. Developer shall provide an ADA compliant pedestrian path from the public sidewalk to the main entrance of the building. (DS)

91. Restaurant uses are required to have a separate water service (meter) from other tenants in accordance with City Code. (DS)

The following Special Conditions apply to Phase 2 (option "B") of the plans:

92. Developer shall provide an ADA compliant pedestrian path from the public sidewalk to the main entrance of the building. (DS)

93. Developer shall construct a concrete apron along the length of the trash enclosure opening that extends a minimum of 15 feet from the face of the enclosure. (DS)

94. Developer shall provide a written analysis to determine if this project meets the definition of "Redevelopment" as defined in the current MS4 permit and associated 2011 Technical Guidance Manual for Stormwater Quality Control Measures ("2011 TGM"). If it is determined by the Development Services Manager that the project meets the definition of "Redevelopment", Developer shall provide stormwater mitigations (including stormwater infiltration) as required by the MS4 permit and 2011 TGM. (DS)

95. Developer shall provide site specific analysis and recommendations from a geotechnical engineer, and if applicable, a landscape architect for design and implementation of stormwater infiltration devices. Geotechnical Engineering analysis and recommendations shall include, but not be limited to, determination of site soil infiltration rates, depth to permeable soil layers, methods to reach permeable soil layers, appropriate compaction rates, recommendations to enhance infiltration, methods (e.g. Pre-treatment) to minimize long-term occlusion of soil porosity, and other requirements of the 2011 TGM. Landscape architectural recommendations shall include, but not be limited to, suggestions regarding appropriate vegetation and soil amendments for vegetated infiltration devices. Design plans shall implement approved design recommendations. Grading plans shall implement temporary fencing or other similar barriers to prevent compaction of the soil in the infiltration devices during construction. (DS)

96. Developer shall shorten proposed new or significantly altered parking stalls to 17 feet deep where shortening results in an additional 2 feet of pervious landscaping. Final determination shall be made by the Development Services Manager. (DS)

97. Developer shall provide and maintain an area within the tenant space of any restaurant or food preparation tenant for the washing/steam cleaning of equipment, floor mats and accessories. This area shall be self-contained and connected to the project grease interceptor. (DS)

98. Developer shall construct double-bin trash enclosure (one bin for recycle use) with a solid non-combustible roof (8-foot minimum clearance) that prevents stormwater from entering the refuse bins. Developer shall provide a traffic rated drain centered in the enclosure to catch all wash water from the trash enclosure. This drain shall connect to the sanitary sewer system via a grease interceptor. Developer shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the

Development Services Division. Developer shall finish the trash enclosure to match the major design elements of the main structure. The finish and roof appearance shall be indicated on the building plans and are subject to approval by the Planning Division. The location and configuration of trash enclosures shall be reviewed and approved by the Environmental Resources Division. All refuse bins on the site shall be stored in an approved trash enclosure. No objects other than refuse bins may be stored in the trash enclosure without the written permission of the Environmental Resources Division. (DS-80)

99. Restaurant uses are required to have a separate water service (meter) from other tenants in accordance with City Code. (DS)

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 17th day of May, 2012, by the following vote:

AYES: Commissioners: Huber, Nash, Mullin, Murguia

NOES: Commissioners: Guevara, Medina, Stewart

ABSENT: Commissioners: None

____
Anthony R. Murguia, Chair

ATTEST: ____________________________
Susan L. Martin, Secretary

RESOLUTION NO. 2012 – 11

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING A SPECIAL USE PERMIT (PLANNING & ZONING PERMIT NO. 11-510-10) TO ALLOW A TYPE 41 (ON-SALE BEER & WINE FOR BONA FIDE PUBLIC EATING PLACE) ALCOHOLIC BEVERAGE CONTROL LICENSE FOR A PROPOSED NON-FAST-FOOD RESTAURANT. THE SUBJECT PROPERTY IS LOCATED AT 1051 EAST CHANNEL ISLANDS BOULEVARD (APN: 220-0-220-135). FILED BY CADENCE CAPITAL INVESTMENTS L.L.C., 1120 MANZANITA STREET, LOS ANGELES CA 90029.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for PZ No. 11-510-10 (Special Use Permit – Alcohol) filed by Terri Dickerhoff of Cadence Capital Investments LLC on behalf of property owner Channel Islands Inn LP, in accordance with Sections 16-530 through 16-553 of the Oxnard City Code; and

WHEREAS, CEQA provides a statutory exemption from the Environmental Quality Act (CEQA) pursuant to CEQA section 15301 for existing facilities, and all findings for this exemption can be made; and

WHEREAS, on May 17, 2012, the Planning Commission conducted a public hearing, and received and reviewed written and oral comments related to proposed Special Use Permit No. 11-510-10; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing that the following circumstances exist:

1. The proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard.

2. The proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.

3. The site for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be specifically excepted by the special findings and conditions of this resolution.

4. The site for the proposed use will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic such use will generate.

5. The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.

6. The presumption of undue concentration has been refuted by a preponderance of evidence in the record, which shows that the establishment will not result in an undue concentration of retail alcohol outlets.

7. The proposed use is not likely to create or significantly aggravate police problems within 1,000 feet of the location for which the special use permit is applied.

WHEREAS, the Planning Commission finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby approves Planning & Zoning Permit No. 11-510-10 (Special Use Permit – Alcohol) subject to the following conditions. Except as modified by this Resolution, the conditions of approval imposed on Use Permit No. 1091 shall remain in full force and effect. The decision of the Planning Commission is final unless appealed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Public Works, Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).

2. This permit is granted for the plans dated April 23, 2012 ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)

3. This permit shall automatically become null and void 24 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, *G-3*)

4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)

5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, *G-5*)

6. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. Developer's commencement of construction or operations pursuant to the resolution shall be deemed to be an acceptance of all conditions thereof. (CA, *G-6*)

7. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, *G-8*)

8. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, *G-14*)

9. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property. (PL, *G-15*).

PLANNING DIVISION STANDARD CONDITIONS

10. Any application for a minor modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, *PL-2*)

PLANNING DIVISION SPECIAL CONDITIONS

11. All conditions adopted with Planning Commission Resolution No. 6763 (Use Permit No. 1091) shall remain applicable to the project, except as modified with this approval. (PL)

POLICE DEPARTMENT STANDARD CONDITIONS

12. Permittee and all sellers or servers shall complete a course in Responsible Beverage Service (RBS) within sixty days of license granting and/or date of employment. Applicant can contact the Alcohol Compliance Officer at the Oxnard Police Department to make arrangements (PL/PD)

13. Permittee and all general managers, managers or policy makers shall complete a course in the Responsible Alcohol Policy Program (available through the Oxnard Police Department) within 12 months of license granting and/or date of employment. (PD)

14. Sales of alcoholic beverages shall be incidental to the sale of food. It shall not be considered a violation of this condition if customers are served alcoholic beverages in any lounge, bar or staging area and who are waiting to be seated for the service of food. Employees shall make a good faith effort to ensure that all customers being served alcoholic beverages are also on the premises for the purpose of consuming food items. (PD)

15. When security personnel are present or required per Oxnard City Code, Permittee shall maintain accurate records of all security personnel on the premise at any given time and make those available to the police upon demand. These records shall, at a minimum, provide the name, date of birth, copies of security guard credentials or license and any other permits or certifications related to security work. This would include copies of permits for weapons or other tools the guard may be authorized to carry. Security personnel shall remain in compliance with updated training related to their work as set forth by any existing or future state and/or local regulations. (PD)

16. The Police Chief or designee may immediately suspend operation of the uses approved by this permit pending a hearing on the revocation of this permit if the Chief finds that there have been significant violations of the use permit conditions and/or ABC permit, or there is a single serious violent crime or single significant incident to which multiple police units or multiple police jurisdictions respond associated with the operation of this use, which the Chief determines is detrimental to the public safety or health. The Chief shall immediately inform the Planning and Environmental Services Manager of the suspension and the manager shall schedule a hearing on the revocation of the permit by the Planning Commission to be held no more than 30 days after the suspension begins. (PD)

17. The premises shall be equipped with an adequate number of seats to accommodate all customers. There shall be no service area that is designed or used as a standing area only or as a combined standing and seating area. (PD)

18. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of food during the same period. Permittee shall at all times maintain records which reflect separately the gross sales of food and the gross sales of alcoholic beverages of the licensed business. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the Police Department upon demand. (PL/PD)

19. Permittee shall comply with the provisions of Section 23038 of the Business and Professions Code and acknowledges that incidental, sporadic, or infrequent sales of meals or a mere offering of meals without actual sales shall not be deemed sufficient to consider the premises in compliance with the aforementioned section.(PL/PD)

20. The premises shall be equipped and maintained in good faith as a bonafide restaurant and shall possess, in operative condition, such conveniences for cooking and storage of foods such as stoves, ovens, broilers, refrigeration or other devices, as well as pots, pans or containers which can be used for cooking or heating foods on the type heating device employed. (PL/PD)

21. The premises shall possess the necessary utensils, table service, and the condiment dispensers with which to serve meals to the public.(PL/PD)

22. The use of any amplifying system or device shall not be audible outside the premise nor shall it be disruptive to neighboring uses. (PD)

23. There shall be no advertising of alcoholic beverages visible from the outside of the establishment, including advertising directed to the exterior from within, promoting or indicating the availability of alcoholic beverages. (PL/PD)

24. The sale of alcoholic beverages for consumption off the premises is strictly prohibited. (PD)

25. Sales of alcohol shall not occur between the hours of 12:00 midnight and 6:00 a.m. (PL/PD)

26. Alcoholic beverages shall not be offered at significantly reduced prices (typically more than 25% reduction) that are meant to encourage greater consumption of alcohol such as during "happy hour" type promotions. Permittee shall not develop any other promotional activity that is designed to encourage excessive drinking of alcoholic beverages. *Promoting a "happy hour" or other event that offers reduced prices on food or other items shall not be considered a violation of this condition and are actually encouraged.* (PD)

27. Alcoholic beverages shall be served in standard sizes that are consistent with the industry and shall not be served by the pitcher, "bucket" or similar high capacity amounts exceeding 36oz total. (PD)

28. In the areas surrounding the business, not otherwise licensed by the Department of Alcoholic Beverage Control allowing the service of alcohol, Permittee shall post prominent, permanent signs indicating that loitering, open containers and the consumption of alcoholic beverages is prohibited. This includes the parking lot, walkways and other adjacent areas under Permittee's reasonable control. (PD)

29. Prominent signs shall be posted stating, in effect, "No persons under 21 will be served alcoholic beverages" and "Valid ID is required to purchase alcoholic beverages". (PD)

30. Employees involved in the sale or service of alcoholic beverages shall not be allowed to consume alcoholic beverages at any time during their shift. Employees shall not report to work with evidence of having consumed any intoxicants such as alcohol, illegal drugs or controlled substances. (PD)

31. Permittee shall not create any bar, lounge or other area in which the exclusive use would be the service of alcoholic beverages. Food shall be made available in all areas where customers are seated. An area designated for customers who are waiting to be seated at a food service table shall not be considered a violation of this condition as long as the area is not used primarily for the service of alcohol. Condition number 3, above, shall be adhered to regardless of where customers are seated. (PD)

32. The subject Alcoholic Beverage Control License shall not be exchanged for any other type of Alcoholic Beverage Control License without review and approval by the Police Chief or his designee, Planning Commission or City Council. (PD)

33. Upon any individual transfer (person-to-person) of the subject Alcoholic Beverage Control License, or if the business is ever deemed a nuisance as defined in the Oxnard City Code, Police Department may initiate Planning Commission review the existing SUP and apply or remove conditions as appropriate to mitigate existing or potential problems. (PD)

34. Any graffiti painted or marked upon the premises or on any adjacent area under the control of Permittee shall be removed or painted over within twenty-four (24) hours of being applied. (PL/PD)

35. Permittee shall be responsible for maintaining free of litter the area adjacent to the premises over which Permittee has reasonable control. (PL/PD)

36. The area surrounding premises under the reasonable control of Permittee (including the rear of the business) shall be equipped with lighting of sufficient power to illuminate and make easily discernable the appearance and conduct of all persons in or about the area. (PL/PD)

37. No pay phone on the exterior of the premises shall be allowed within 100 feet of the front or rear doors and any pay phones installed inside shall be blocked from incoming calls. (PL/PD)

38. Permittee shall regularly police the area under Permittee's control and shall not permit the loitering of persons about the premises. (PL/PD)

39. Any rear door of the premises shall be equipped on the inside with an automatic locking device, shall be closed at all times, and shall not be used as a means of access by patrons to and from the licensed premises. Temporary use of these doors for delivery of supplies does not constitute a violation. (PD)

40. Permittee shall establish cash handling procedures to reduce the likelihood of robberies and thefts. (PD)

41. Permittee shall install a video surveillance system that shall be maintained at a reasonable industry standard and shall, at a minimum, monitor the entrances and exits, any centralized point of sale and areas immediately surrounding the exterior of the business. (PD)

42. Permittee shall install an electronic intrusion detection system that detects portal openings, glass break, and interior motion. (PD)

43. Permittee shall bolt down or otherwise secure all cash registers to service counters in order to prevent the entire device from being stolen during a burglary or robbery. (PD)

44. A copy of these conditions must be maintained on the premises and made available upon the demand of any peace officer at all times. (PL/PD)

POLICE DEPARTMENT SPECIAL CONDITIONS

45. If alcoholic beverages are to be sold and consumed in any patio area, the patio must be properly licensed by the City of Oxnard Planning Division and Department of Alcoholic Beverage Control. The entire patio shall be adequately enclosed to the satisfaction of the Chief of Police or his designee. Low or excessively wide spaced fencing will not be considered sufficient. (PD)

46. Customer access to and from the patio shall be made through the interior of the business only. (PD)

47. Any exits on the patios shall not be used as a means of access or egress by patrons to and from the licensed premises and, other than during emergencies or for handicapped access per ADA guidelines, shall be kept closed at all times. The exit doors shall close automatically and be equipped with an audible sounding device to alert employees when it has been opened. Adequate signs shall be posted near the gate stating it is an emergency exit or handicapped access only and that an alarm will sound if opened. (PD)

48. There shall not be any outdoor or patio bar (portable or otherwise) where alcoholic beverages are stored or served. (PD)

49. There shall be no live entertainment or amplified sound permitted in outdoor areas (including any patio dining area). Recorded music or acoustic performances for the purposes of creating ambience that is appropriate for the proposed use is permitted but shall be subdued and at no time be disruptive to neighboring uses. (PD)

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 17th day of May, 2012, by the following vote:

AYES: Commissioners: Guevara, Huber, Mullin, Murguia, Nash, Stewart

NOES: Commissioners: Medina

ABSENT: Commissioners: None

____
Anthony R. Murguia, Chair

ATTEST: SM [signature]
Susan L. Martin, Secretary

CITY OF OXNARD
CITY CLERK

2012 JUN -4 A 10: 09

PLEASE PROVIDE AN ORIGINAL AND 2 COPIES
A $525 FEE MUST ACCOMPANY THIS APPEAL

TO: Oxnard City Clerk

NOTICE OF APPEAL
(from member of the public)

I, Brian Corbell, on behalf of Channel Islands Inn L.P. and Lucy Dinneen on behalf of Channel Islands Inn L.P. and 7-Eleven, am aggrieved or directly affected by and appeal the May 17, 2012 ______decision from the Planning Commission regarding Project No. 11-510-09 and 11-570-2, more particularly described as follows:

Planning Commission denying 7-Eleven's Special Use Permit application for off-site beer and wine sales at a new convenience store to be located in part of 1051 E. Channel Blvd and Planning Commission's recommendation to deny the rezoning of 1051 E. Channel Blvd. and 1001 East Channel from Commercial Manufacturing (C-M-PD) to General Commercial (C-2-PD).

The grounds for appeal are:
The Planning Commission decision was arbitrary and capricious and not supported by substantial evidence. In addition, the denial of the rezone was contradictory to the approval by the Planning Commission of Planning and Zoning Permit No. 11-510-10 approving the Special Use Permit for Type 41 license. Substantial evidence supported the proposed Resolution of approval prepared by City Staff and attached to the Planning Commission Staff Report for this case, a copy of which is attached hereto. Additional materials in support of this appeal will be submitted prior to the City Council Hearing.

I request the following relief:
1. Reverse the Planning Commissions May 17, 2012 decision and issue a Special Use Permit authorizing 7-eleven to sell beer and wine at the store it would open at 1051 E. Channel Blvd. subject to all the conditions presented by the Police and Oxnard Staff in their recommendations.

2. City Council to disagree with the Planning Commission's May 17, 2012 recommendation to deny the rezone and for the City Council to find in favor of the rezoning of 1051 E. Channel Blvd. and 1001 E. Channel from Commercial Manufacturing (C-M-PD) to General Commercial (C-2-PD)

Date: 5/31/12
(signature) Brian Corbell, Chairman, Channel Islands Corporation, the General Partner of Channel Islands Inn. L.P.

225 Arizona Avenue, Suite 300
Santa Monica California 90401
(address)

Date: 6-1-12
(signature) Lucy Dinneen

ATTACHMENT 8
PAGE 1 OF 12

8480 E. Orchard Rd., Suite 2400

Greenwood Village, CO 80111
(address)

cc: City Attorney
Project Planner
Development Services Department

CADENCE DEVELOPMENT LLC

May 30, 2012

VIA E-MAIL & US Mail

Oxnard City Council
c/o City Clerk
City of Oxnard
305 West Third Street
First Floor-West Wing
Oxnard, CA 93030

Re: **Appeal of Planning and Zoning Permit No. 11-570-02 for a Zone Change for 1051 East Channel Blvd and 1001 E Channel Blvd.**

Dear Mayor Holden and City Council:

This letter is submitted in support of our appeal of the May 17, 2012 Planning Commission's decision to recommend the denial of the proposed rezone of the above properties. A separate letter is being issued to also appeal the denial by the Planning Commission for permit number 11-510-09 regarding a special use permit to allow a type 20 license for a new 7-Eleven planned for 1051 East Channel Blvd. The re-zoning of the property is appropriate for this specific site as it is consistent with the General Plan, meets all of the conditions required and would encourage more robust commercial activity on that corner of Channel Blvd. In addition, a rezone is necessary to make the earlier approval by Planning Commission of permit Number 12-510-10 valid.

The proposed rezoning to C-2-PD would allow the closed IHOP restaurant to be redeveloped and attract a broader range of retail commercial uses that include convenience markets and allow restaurants to serve alcohol, subject to special use permits. The rezone has the support of both the Planning Staff and Police which recommended approval as we will reflect further in the letter.

Despite Staff's and the Police's findings and recommendation for approval, as well as no clear community concerns or opposition to the rezoning, Planning Commission voted to recommend the denial of this application. This recommendation was not only capricious and seemed to be based on confusion, it was completely inconsistent with the Planning Commission's earlier approval of the Type 41 license for a restaurant. The rezoning was required in order to make the Type 41 special use permit an allowed use. Therefore, the Applicant is asking the City Council to ignore the Planning Commission's recommendation and approve the requested rezoning.

1. Introduction

The properties we are discussing - 1051 E Channel Blvd and 1001 E. Channel Blvd - were built in 1985. They have been operated responsibly over the last twenty five years as a hotel and, up until 2010, as an IHOP restaurant. The hotel is called Comfort Inn and serves tourists and business travelers as well as groups which come in for sports activities such as the Oxnard Police Activity League Boxing. The property is well-managed and clean. The current owners own

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multiple hotel properties and are experienced and professional. The IHOP did not renew its lease on the Restaurant as it found that it was unable to sustain a restaurant business in such a large space. As owner of the hotel and restaurant, we recognized we needed to reposition this property in order to keep the property competitive and commercially successful. In order to accomplish this, we required a change in the zoning to broaden the commercial uses to a wider array of retail options consistent with its location along a major commercial corridor. We were told that the C-2-PD designation was consistent with the General Plan and also consistent with our neighbor, the Amar market, and would make sense for this property.

As part of our effort to redevelop and revive this corner, the application that was presented to City Staff proposed:

a) a rezoning of the property to C-2-PD to expand our universe of uses;

b) an immediate re-tenanting of the 4200 square foot restaurant space to adapt it into a smaller restaurant and a small convenience market;

c) two special use permits to enable the restaurant to offer some limited on site alcohol sales and the convenience market to offer a limited selection of site beer and wine for off-site consumption; and

d) to allow a future 1200 square foot expansion of the building to take advantage of the excess land on the site and enhance the commercial activity at the corner as the market allowed.

The applicant has worked with City Staff to make this redevelopment attractive and respectful. The convenience market tenant was identified as a 7-Eleven, a national operator considered one of the leaders in this market and who has been aggressively upgrading their market stores with fresh food options, quality groceries and clean, well lit spaces with state-of-the-art security training and facilities. Without this rezone, the applicant is facing a limited set of options to re-tenant the large restaurant. *The previous IHOP building has been shuttered and closed for a year and a half. Upgrades to the property based on uses within the Commercial Manufacturing designation are not economical and the corner is at a serious risk of increasing a sense of blight to this area of town.* We do not believe any upgrade of the older Amar Market is in the works. Approval of the rezone would encourage new growth to this area of the city, increasing sales and providing new jobs.

II. The Planning Commissions Findings

In spite of Planning Staff's and Police support, the Planning Commission voted to not recommend approval of the rezone. The Planning Commission did not discuss or consider the following findings by City Staff:

A) The proposed rezone is consistent with the city's General Plan and the property's land use designation;

B) The measure of consistency was defined by three classification levels as outlined in the Staff report. Staff concluded the proposed rezone met all three classifications and would encourage positive retail commercial activity in this area;

C) The site would be in full conformance with Zoning development standards - In fact the chart presented by Staff made it evident and clear that the site met all and, in many cases, EXCEEDED these development standards;

D) The site has adequate utilities, parking and loading areas to accommodate this rezone and all the off-site road systems are adequate to accommodate the road and pedestrian traffic;

As indicated in the City Staffs findings, there is substantial evidence to support the rezone. Instead, the Planning commission justified a negative recommendation based on the arguments below in bold. The following discusses each of those findings and describes why the City Council should ignore the Planning Commission's recommendation and approve the Rezone.

1. **Planning Commission indicated in the discussions that they should not approve the rezoning without a specific site plan submittal.**

With all due respect, a site plan was submitted. This line of thinking was non-sensical as the Planning Commission at that juncture had already approved the special use permit for a type 41 license allowing on site beer and wine sales and they approved a major modification permit number 12-555-01, allowing for a 1200 square foot expansion of the building clearly tied to a specific site plan proposal. The sale of alcohol is a use only allowed if the rezone to C-2-PD was approved so the vote to deny the rezone was inconsistent and illogical.

We believe the Planning Commission did not really evaluate the substantial evidence supporting the rezone or fully consider Staff's findings. We believe City Council should evaluate the substantial evidence in favor of this rezone, including the significant positive effect it will have on the properties' ability to compete at this corner as a commercial retail property and find in favor of the rezone.

2. **The Planning Commission appeared to vote against the rezone primarily to preclude a convenience store use. Some of the Planning Commission had concerns allowing a convenience store as a use on this corner because they felt that the pedestrian safety of the children at this corner would be compromised. The Planning Commission speculated that children would change their current walking patterns and find ways to cross the busy street outside of crosswalks. Questions were asked about the adequacy of the cross walks and controls. The traffic engineer did not have the information readily available so speculation by the Commission occurred that the infrastructure was inadequate. The Commission appeared to rely on their review of an aerial photo to reach this conclusion and did not refer back to the Staff's findings.**

It is important to note that the application had been thoroughly reviewed by the Police and by Traffic and the findings and there was no substantial evidence to indicate that pedestrian safety was a concern. This was a discussion that arose in response to one public speaker who simply asked the question to the Commission as to whether pedestrian safety was in place and were cameras installed.

The facts did not emerge at the hearing but are as follows: the findings of City Staff and Police indicated pedestrian safety was adequate. In addition, Officer Waer clearly indicated from his observations that even with the Amar Marketplace on the north side of the street today, the vast majority of school traffic stayed on the south side of the street as is consistent with where the residential neighborhoods are located. He indicated that some pedestrian traffic would increase because of the new convenience store but he did not believe this to be unmanageable.

Also, while Planning Commission speculated about the absence of crosswalks, the facts are that the site currently has a clear existing crosswalk system complete with pedestrian control buttons. Clearly marked crosswalks are located on Channel Blvd leading from the south side of Channel Blvd to the Amar Market side of Statham Blvd and there is another crosswalk going across Statham to the Hotel Property. All of these have pedestrian crosswalk lights. There is also a full crosswalk located to the west of 1001 East Channel Blvd leading to Albany Drive and the hotel. (photos are attached). There is no evidence that this intersection presents any current traffic or pedestrian crossing problems and there is no evidence that a change in use of the 4200 square foot restaurant to a blend of retail and restaurant, even with a convenience store use, would change this. The infrastructure is adequate. The findings of the Police and City Staff found no reason to believe that a small 2500 square foot convenience market would cause it to be a problem intersection.

The conclusions reached by the Planning Commission were based on a series of discussions based on imagined scenarios and not on the facts presented or on what could be confirmed about the facts of the site.

3. The Planning Commission had concerns about the proximity of a convenience store to the public high school that was 1400 feet away and a private elementary school roughly 600 feet to the southwest. Also, one Commissioner raised some concerns regarding the location of multi-family homes across the Channel Island Blvd and the effect of lighting on them.

The Planning Commission ignored both the written report and testimony of the Police that indicated they supported a convenience store in part because the Fresh and Easy located much closer to the high school has had no problems and has not reported any incidents to date. Also a new 7-11 convenience store that opened near a another high school also has had no incidents. The Police felt that the conditions they required for approval and outlined in their report were sufficient to manage these concerns.

The City Staff also addressed the issue of lighting near residential, indicating that the hotel property and redeveloped retail would meet all code that relates to lighting next to residential. It was emphasized that the basic layout of the current development was not being altered.

The Planning Commission asked who we had talked to at the school. For clarification, the applicant spoke to the fact that it had held a neighborhood meeting with 2500 notices sent and that there were no concerns noted at that meeting. In addition, we volunteered that through its local consultant, Sandy Smith, we had reached out to Principal Hernandez of the High School to meet but the school chose not to meet with us. We then reached out to the superintendent, Mr.

Soumakian, who set up a meeting with Randal Winton, the Assistant Superintendent. At that meeting we described the proposed development, opened ourselves up for any further discussions and followed up with a letter. Clearly, the high school and the school district were made aware of this project. No one from this school or school district attended the neighborhood meeting or the Planning Commission hearing.

The evidence and the findings all reinforce that while a convenience store will attract some of the high school kids, similar to the Fresh and Easy on the even busier Oxnard and Channel Blvd intersection, that the conditions put in place would be adequate to manage it.

4. The Planning Commission spoke at length about a concern that the existence of a convenience market adjacent to a hotel would result in the hotel becoming a location in which vice would become the norm. They were concerned that a retail building that housed a convenience market next to a hotel was not compatible and may cause the hotel to "deteriorate". Chairman Murguia pursued a course of discussion about his own experiences regarding one hotel from the '70s and '80s" as his one point of reference.

In the course of this discussion, the Planning Commission ignored the Police Findings that none of the seven 7-Elevens in Oxnard are considered to be nuisance or problem establishments. The Police Report indicated that the crime statistics in this specific area show that general incident levels were 12% above average but that this level and the nature of the crimes, were such that the Police believed that this level of crime was not a concern and that any negative impacts of a convenience store could be mitigated through the conditions outlined in their report.

The applicant is an experienced hotel operator with many hotels under management. 7-Eleven is a national operator which was identified by Oxnard's police department as a very good operator without any stores identified as problems. The experiences presented to the Commission by the applicant were of positive synergies between hotels and convenience markets. Even Commissioner Mullin, who indicated he had experience in hotel operations through Marriott, spoke to the complimentary nature of this use. The idea that the convenience store caused or contributed to the deterioration of a hotel property was speculative and not based on any evidence whatsoever. It was a concern fueled by references to a highly dissimilar poorly operated hotel property from thirty years earlier out by the port in Hueneme. The Planning Commission continued to focus on this image versus the evidence presented by the hotel owner, the applicant representing 7-Eleven, the contrary view held by Commissioner Mullin who is in the hotel industry as a profession and by the Police report and findings.

While, the applicant understands that there are a variety of hotel types across many commercial areas and that one bad example of a poorly run hotel or poorly run convenience store could be taken out of context to prove "causality" (i.e. the convenience store led to the hotel becoming a problem hotel), the vast array of evidence indicates that the location of a convenience market near hotels provides a valued amenity for its customers. The applicant used as an example, a recent 7-Eleven they had just opened next to a new 5-star resort and indicated that the nearby hotel guests, nearby businesses and neighborhood residents are all valued customers. It is the owner and applicant's perspective as a long standing hotel owner and operator that the hotel is more of risk of vice by having a dark closed building on its corner and being associated with blight than having a vital and robust commercial retail property next to it.

One of the speakers from the public even came up and spoke to her experience as a hotel guest in San Francisco and how valuable convenience markets are to buy a cup of coffee in the morning with a paper, or to grab a few toiletries one has forgotten. We believe the line of reasoning that influenced the Planning Commission was wholly arbitrary and capricious and ignored the state of the hotel on 1001 E Channel Blvd, its operational history and reputation with the Police Department and the experience of experts at the hearing.

5. **Public Comment at the Planning Commission Hearing consisted of 5 speakers. Two of the speakers Mr. and Mrs. Goodwin spoke to wanting this to remain a restaurant and felt the only reason the restaurant closed was it was mismanaged. Mrs. Brown did not live in the neighborhood but was active with the police department in a citizen advisory role around alcohol issues and she believed that the conditions recommended by the Police had adequately addressed the alcohol concerns and she also spoke out to acknowledge that a convenient store near a hotel was a good amenity. Mr. Holloway spoke. He was from the nearby neighborhood and just asked the question of the Planning Commission if the crosswalk was adequate and if there were red light cameras as this was a concern. He did not speak for or against but rather simply inquired about the above question. The last speaker, Mr. Swanson, said he was from the Larson school district outside the noticed area. He had driven by the posted sign that morning and came to communicate his concern that he believed a 7-Eleven would attract school kids to hang out. He was the person who introduced the idea that in the 70s and 80s he knew of a seedy hotel with a convenience/liquor store that cause the police many problems.**

The public concerns as indicated above, are something we respect and take seriously. However, as indicated in the Police report and the Staff findings and as thoroughly described above, we believe these concerns were addressed and could be adequately mitigated through the conditions outlined in Planning Staff's recommended approval.

We strongly encourage City Council find in favor of the re-zone. In addition to the findings by City Staff and the Police that support approval, a re-zone is consistent with the General Plan and goals of the City of Oxnard to encourage successful commercial enterprise on major commercial corridors. A rezone simply puts this property in the same general commercial zone as its neighboring property, the Amar Market, and will enable the redevelopment of what is now an obsolete restaurant space. The redevelopment of the corner building to a mixed retail building will engage the corner, providing goods and services to the neighborhood, the hotel guests and the businesses along Statham Blvd. As City Staff and the Police pointed out in their findings, negative impacts will be mitigated through the conditions outlined in the approval while this successful redevelopment will contribute valued sales revenue and jobs to the community.

Sincerely,

Lucy Dinneen

Applicant

Brian Corbell
FOR THE
Owner

CADENCE DEVELOPMENT LLC

May 30, 2012

VIA E-MAIL & US Mail

Oxnard City Council
c/o City Clerk
City of Oxnard
305 West Third Street
First Floor-West Wing
Oxnard, CA 93030

Re: appeal of the denial of the permit Number 11-510-09 for a Special Use Permit for a Type 20 license for beer and wine for a new 7-Eleven Convenience Market

Dear Mayor Holden and City Council:

This letter is submitted in support of our appeal of the May 17, 2012 Planning Commission's decision to deny the special use permit for a type 20 license to a proposed 7-Eleven at 1051 E Channel Blvd.

As part of this letter we would ask that the City Council also refer to our letter addressing the appeal of the rezone as it addresses many of the related concerns regarding convenience stores.

I. Introduction

The owner of the closed 4200 square foot IHOP, which also owns the adjoining Comfort Inn hotel, would like to re-tenant the building into a smaller restaurant use and a 2500 square foot 7-Eleven. 7-Eleven would invest in upgrading the space to its newest concept of a neighborhood market. This concept includes an offering of an array of groceries, coffee, freshly made sandwiches and fruit and other incidental items like aspirin and toothbrushes. More than 2200 individual items are carried in this new 7-Eleven neighborhood market for the convenience of their customers.

As part of this product offering, 7-Eleven offers its customers a full array of their convenience items, including a limited selection of beer and wine. This enables their customers to get all of their convenience items in one place. At 1051 E Channel Blvd, where 7-Eleven would like to open a new store, they have agreed to all the conditions presented by the Oxnard City Police related to alcohol sales which include limiting the hours of alcohol sales from 6 am to midnight, eliminating any sale of singles, limiting advertising and following all the security procedures outlined by the police.

It was significant that at the hearing, Officer Waer indicated that at a new 7-Eleven recently opened near a high school in Oxnard and there have been no incidents or problems. He indicated that 7-Eleven was an exceptional operator and worked cooperatively with the police and fully honored the special use permitted conditions.

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The Amar Marketplace is across the street from the site and it sells beer and wine. Because it is within 350 feet of this property, per Oxnard guidelines, the area is considered over-concentrated. However, the area is not considered over-concentrated by ABC measures.

The 7-Eleven neighborhood market would offer this area along Channel Blvd and Statham Blvd a convenience option that is not the same as Amar Market. The extended hours of a 7-Eleven and the ability to get in and out of the store quickly would provide an amenity to the residents, the hotel guests and the business population concentrated within a half a mile (7-Elevens market area when they do not serve gasoline). Many people work later in the evening or at night, or they leave early for a job and rely on the convenience of a 7-Eleven market to get their goods quickly and at odd hours. The existence of a convenience store near a large scale grocery is often complimentary as they serve different customer needs.

The ability to offer limited beer and wine is critical to the overall strategy of the 7-Eleven neighborhood market concept. Any negative impacts can be managed through the adopted conditions as indicated in the Police report findings. The 7-Eleven would provide a valuable amenity to the area. For these reasons we encourage the City Council to vote in favor of the special use permit.

II. Planning Commissions Findings

In spite of the City Staff and Police findings, the Planning Commission voted to deny the special use permit for a type 20. The Planning Commission did not discuss nor consider the following findings:

A) Staffs findings that led them to conclude the building and site were adequate to handle this use;

B) the Police report that indicated that negative impacts could be managed adequately through adopting specific conditions;

C) the Police report on the specific experiences with this operator within the City of Oxnard - of seven existing 7-Elevens, "none are considered nuisances or problems"

D) The neighborhood meeting in which 2500 people were noticed and no concerns were raised;

E) The amenity of convenience this new retail would provide to this area, especially for people who do not own cars or for people who work or go to school at off hours;

F) The substantial complementary benefit it would have to the existing hotel development and nearby businesses on Statham.

1. **The Planning Commission spoke at length about their concern that the existence of a convenience market with alcohol adjacent to a hotel would result in the hotel and the hotel guests becoming a location in which vice would become the norm. The Planning Commission ignored the Police Findings and instead pursued a course of discussion about their own experience with a certain hotel they recalled from the 70s and 80s**

2. The applicant's experience with this issue was discussed at length in the rezone letter. However, in addition to this, no discussion was made as to the fact that the Amar Market,

directly across the street, also offers alcohol and with many fewer conditions applied than the 7-Eleven would have. There is no evidence that this market with much more substantial alcohol offerings available contributes to vice or indecency at the hotel currently. No alcohol would be sold after midnight. No singles would be sold. The operator, 7-Eleven, has a clear track record with the city of responsible management and training.

Because the greater part of the Planning Commission's discussion related to convenience stores in general rather than the sale of alcohol specifically there was little to no discussion regarding the school children and alcohol. Thus this was not really discussed by the Planning Commission. Because of the importance of this, however, we wanted to emphasize again the Police findings:

At the Fresh and Easy which is much closer to the high school, there have been no alcohol related incidents. The new 7-Eleven on Gonzales which opened near a high school, has had no alcohol related incidents. The Police findings believe that the conditions they outline in their report adequately mitigate this concern.

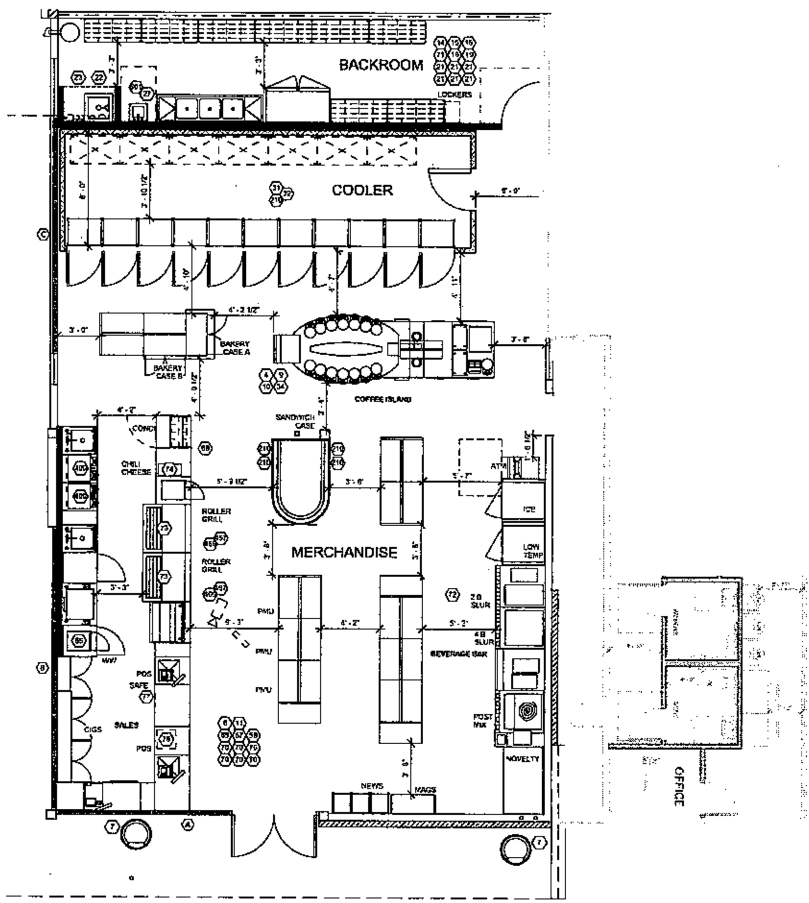
The applicant appeals to City Council to review this based on the findings of its staff and the basis of evidence and to find in favor of the special use permit.

Sincerely,

Lucy Dinneen

Applicant

Brian Corbell
FOR THE
Owner



1 1024668 - Oxnard, CA
1/4" = 1'-0"

EF1 SCHEDULE							
ITEM	ORACLE	QTY	MFR	MODEL	DESCRIPTION	SCP	SHEET
004	03133478	1	LSI		200 LT INTERIOR ACCENT BAND KIT. TRACK SYSTEM PER SAMPLE PROVIDED BY 7-11: 5" X 49' TRACK, WHT, .020 WHITE STYRENE PRINTED 1 COLOR 7-11 RED GRADATION, 5.375" X 94". FOAM INSERT AT 1/8" X 5-3/8" X 54". 4 INSIDE AND 4 OUTSIDE CORNERS AND END CAPS	SE	EF1
007	00090900	2	WAUSAU	TF1170	WASTE CONTAINER W-28 MODEL 1170 EXPOSED AGGREGATE W/ PLASTIC PUSH TOP & CENTER CUT SNUFFER PAN (FOR USE BY FRONT DOORS) INC;TF1170 WASTE CONTAINER, TF1875EA BASE, TF1455B TOP, TF1925 LINER, TF2094 SNUFFER PAN W/SECURITY CABLE & TF2055 BAND(WAUSAU). INSTALL AT THE OUTSIDE STORE FRONT AREA	SE	EF1
008	03159288	1	DISPLAY SOURCE ALLIANCE		CANDY COUNTER RACK	SE	EF1
009	03019750	1	ADCO		SAMPLE DRINK CUP DISPENSER W/ MAGNETIC STAND. IVORY FOR NEW STORES ADCO	SE	EF1
010	00005210	1	AMERICAN STORE FIXTURES		6 COUNT RED SHOPPING BASKETS WITH STAND 17 LONG X 12 WIDE X 8.5 HIGH	SE	EF1
011	07804910	1	IMAGE PRINT SOLUTIONS	[illegible]	MRE-22 RACK - NACHO RACK	SE	EF1
014	00009401	1	ADCO		BACKROOM SHELVING KIT "A" (6 BOXES / STORE) INCLUDES (2) 24" X 48" SHELF (09942), (4) 24" SHELF BRACKET (09943), (2) HANGING STANDARD (09941) AND (1) TOP WALL SUPPORT (09940)	SE	EF1
015	00009403	1	ADCO		OVER SINK KIT C- (1 BOX / STORE) INCL. 1-TOP WALL SUPPORT (09940), 1-HANGING STD (09941), 2- 12" X 48" SHELF (09946), 4- 12" SHELF BRACKET (09947), 1- UTILITY GRID (09937), 1- COFFEE POT / 4(09934), 1-DETERGENT BSKT (09929, 1-COFFEE POT / 2(09939) (ADCO)(REPLD #39705)	SE	EF1
016	00009404	1	ADCO		ISP DESK KIT "D" (2 BOXES PER STORE) INCLUDES (1) TOP WALL SUPPORT (09940), (2) HANGING STANDARD (09941), (2) 24" X 48" SHELF (09942), (4) SHELF BRACKET (09943)	SE	EF1
017	00009400	1	ADCO		OFFICE - OVER DESK KIT "F" - (1 BOX / STORE) INCLUDES (1) TOP WALL SUPPORT (09940), (2) HANGING STANDARD (09441), (3) 24" X 48" SHELF (09942), (6) 24" SHELF BRACKET (09943)	SE	EF1
018	00009407	1	ADCO		TRASH BAG DISPENSER KIT "G" - (1 BOX PER STORE) INCLUDES (3) TRASH BAG DISPENSERS (09928)	SE	EF1
019	03137237	1	ADCO		TOOLS NEEDED TO INSTALL THE SHELVING HARDWARE KIT "I" - INCLUDES SCREWS, ANCHORS, DRILL BIT, VIDEO AND INSTRUCTIONS (09927)	SE	EF1
021	00009919	6	ADCO		STACKABLE CONFERENCE STOOL FOR BACKROOM	SE	EF1
022	09665055	1	AQUATEC	55XX-XX12-8526	WATER BOOSTER PUMP, 115 VOLT	SE	EF1
023	02044539	1	EVERPURE	9437-10	HIGH FLOW PLUS (PN 8347-10) FILTRATION SYSTEM W/ FILTERS AND SURGE TANK, W/O LPA	SO	EF1
024	00024830	3	LANCER	85-1803-020401	LANCER 10 CT BIB RACK	SE	EF1
027	03145473	1	SELECT STAINLESS	PL-SHS-1	ADA COMPLIANT, CUSTOM HAND SINK (PRODUCTION LINE) WALL MOUNT 10" FRONT TO BACK X 14"W X 6"D. ORDER BRASS FAUCET SUPPLIER PART #B-1100 & P-TRAP. PROVIDE TRUBRO LAV GUARD 2 PROTECTIVE PIPE COVERS ON EXPOSED HOT WATER AND DRAIN LINES, STOP VALVES AND TEMPERATURE-ACTUATING MIXING VALVE & SET TO 105° F.	SE	EF1
031	00010733	1	ADCO		VAULT DOLLY KIT: INCLUDES (36) MINI MULE DOLLIES AND (1) HANDLE TO TRANSPORT.	SE	EF1
032	00010703	1	ADCO		STORAGE SHELVING KIT FOR VAULT 20D X 48W X 74H INCLUDES 124 CLIPS 22 74 IN UPRIGHT POSTS 21 42X24 SHELVES 7 48X20 U SUPPORT BRACKETS.	SE	EF1
034	3125749	1	TURNKEY RESOURCES	17082	BEEF JERKY CHEW RACK	SE	EF1
058	03138700	1	CAL-MIL PLASTIC PRODUCTS INC	315-10-12/315-10	COOKIE DOME DISPLAY	SE	EF1
060	00010754	1	ADCO	KITE	BACKROOM SHELVING KIT "E" OFFICE -OPPOSITE WALL	SE	EF1
065	00062320	2	PANASONIC	NE1757	PANASONIC NE-1757 1700 WATT MICROWAVE	SE	EF1
066	03165211	1	TURNKEY RESOURCES	K2700	PASTRY COUNTERTOP RACK, 2-TIER CLEAR ACRYLIC. EXTRUCTION ON THE BOTTOM FOR THE POP, TONG AND BAG HOLDERS. OVERALL: 13"W X 15.75"D X 15"H.	SE	EF1
067	03804911	1	TURNKEY RESOURCES	3TFWP	3-TIER COUNTER DISPLAY WITHOUT BOTTOM PLATES, ALMOND FINISH. PACKAGED 1 PER BOX. THIS ITEM NUMBER IS FOR 2008 ROLLOUT OF 4792 RACKS SENT TO CDCs. 3TFWA	SE	EF1
068	03165213	1	KREN	DS090804	MUSTARD AND KETCHUP CONDIMENT RACK, FRONT TO BACK 16" WIDE 5 1/4" TALL 19"	SE	EF1
070	3165129	8	SUPER MARKET MERCHANDISING	3TFVNP	BASKET, SYNTHETIC WICKER BASKET 11.5"W X 12"D X 4" BACK HEIGHT. COLOR: NATURAL	SE	EF1
071	03133239	1	ADCO	KIT H	BACKROOM SHELVING REACH EXTENSION KIT "H" (1 BOX / STORE) INCLUDES (1) REACH EXTENSION	SE	EF1
072	3129900	1	GREENHECK AIR	EXF-101	KIT THAT IS USED TO EXHAUST THE HOT AIR THAT COMES OFF THE SLURPEE MACHINES: SOLER AND PALAU MODEL TD-200 8" IN-LINE FAN, 25 FT OF 8" ALUMINUM FLEXIBLE DUCT, 8" DRYER HOOD WITH 15" TAIL AND BIRD SCREEN, 8" ROUND INTAKE DIFFUSERS	SE	EF1
073	3160540	2	APW WYOTT	HRS-75W/ST	ROLLER GRILL - 35-3/4"W X 23-7/16"D X 10"H, 148LBS	SE	EF1
074	00044720	1	STAR	HPD25B	[illegible]HPDE2-120V PERISTALTIC DISPENSER, ACCY KIT [illegible]HPDE-711-P-K	SE	EF1
076	00193751	1	TAT, INC		LOTTO COUNTER INSERT	SE	EF1
077	03140050	1	TIDEL	SENTINEL	SENTINEL SAFE	SE	EF1
091	00024470	1	BUNN	FMD-5	CAPPUCCINO DISPENSER, 5 HEAD, 115 VOLT, 3 YEAR PARTS LABOR WARRANTY (BUNN-O-MATIC)	SE	EF1
210	3169018	1	DISPLAY TECHNOLOGIES		VAULT GRAVITY FEED GLIDE, 7-11 STANDARD 12 DOOR VAULT	FZ	EF1
400	03120063	2	BUNN	348000027	THERMAL FRESH BREWER	SE	EF1
401	3129390	19	BUNNOMATIC CORP.		1 GALLON THERMAL FRESH URN	SE	EF1
466	3162542	2	APW WYOTT	BWD-76	BUN WARMER 98LBS 31"W X 19-9/16"D X 6"H	SE	EF1
467	3162541	2	APW WYOTT		DIVIDER KIT	SE	EF1
901	03136254	1	T&S BRASS	B-1146	T&S BRASS FAUCET - GOOSENECK NOZZLE, SPLASH MOUNTED (LEAD FREE)	SE	EF1

HARRISON FRENCH & ASSOCIATES, LTD
609 S.W. A Street, Suite 200
Bentonville, Arkansas 72712

STIPULATION FOR REUSE

7-ELEVEN
1051 E Channel
Islands Blvd,
Oxnard, CA
JOB NUMBER: 12-10-00281

ISSUE BLOCK

STORE NO.: 1024668
DOCUMENT DATE: 11/12/10
CHECKED BY: BTW
DRAWN BY: UNC

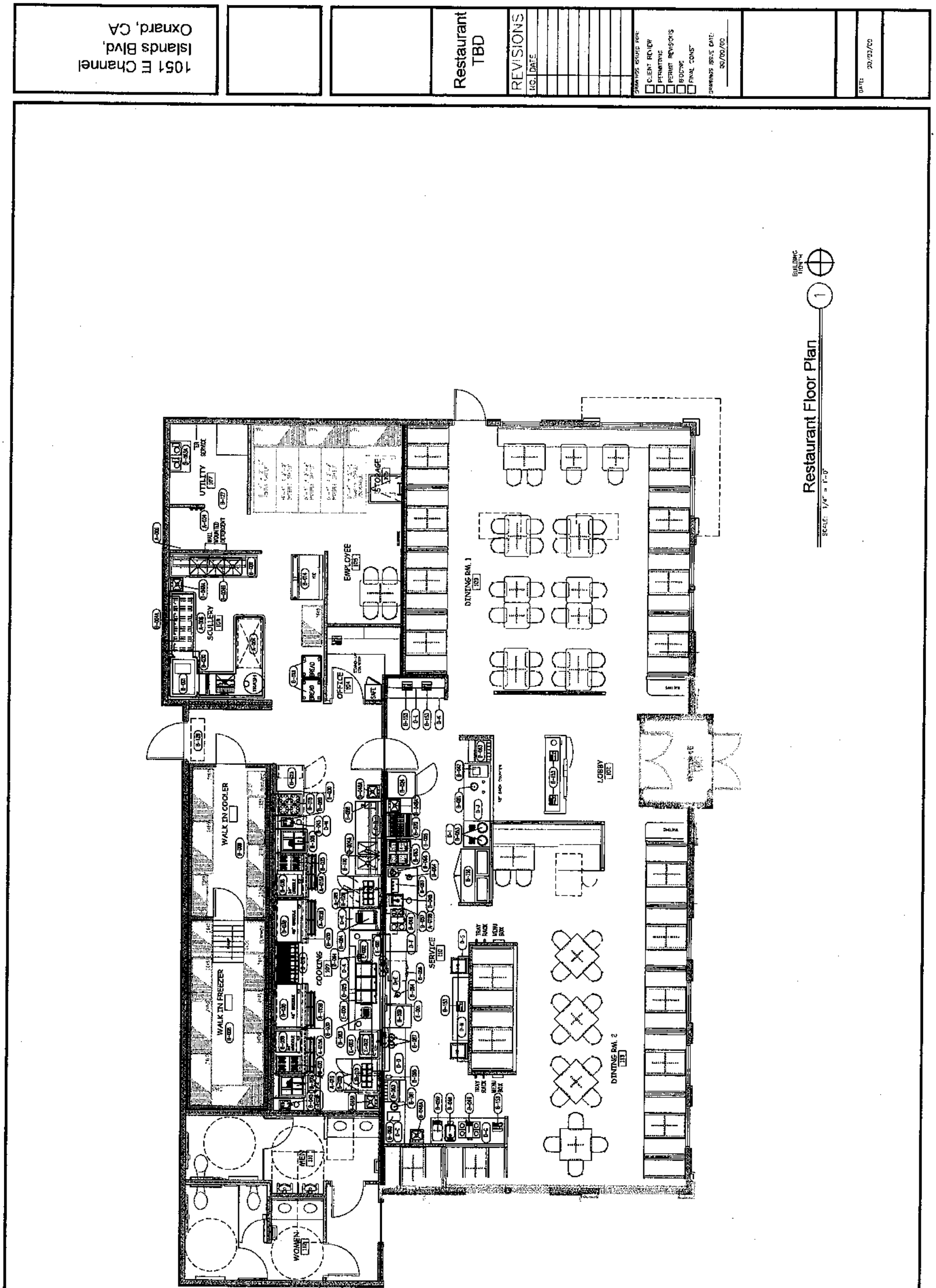
SHEET FOR REFERENCE ONLY

EQUIPMENT PLAN

SHEET: EF1

312

ATTACHMENT 9
PAGE 1 OF 2



313

ATTACHMENT 9
PAGE 2 OF 2

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 06/26/12

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

Prepared By: Martin R. Erickson MRE Agenda Item No. N-1

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

DATE: June 13, 2012

TO: City Council

FROM: Martin R. Erickson, Special Assistant to the City Manager
City Manager's Office

SUBJECT: **Consideration of Support for the Ventura County Transportation Commission (VCTC's) Adopted Position on Countywide Transit.**

RECOMMENDATION

That City Council consider supporting the adopted position of VCTC concerning countywide transit and provide direction to City Manager.

DISCUSSION

In January 2010, SB 716 (Wolk) went into effect. One of SB 716's provisions for Ventura County dictated that by July 1 2014, all Transportation Development Act (TDA) funding would need to be expended on transit. VCTC was encouraged to prepare a countywide transit plan in 2012 to prepare for this. VCTC prepared a regional transit study in cooperation with Ventura County's cities and the County which was adopted by VCTC on April 13, 2012. A key component of the plan was that Gold Coast Transit (GCT) would transition into a west county transit district. Another element of the transit study was to allow flexibility for all cities and the County to use TDA funds for streets and roads purposes if all transit needs were met.

From Oxnard City staff's vantage point, although the City has expended all of its TDA funding on transit purposes for the past two years, maintaining flexibility of TDA funds for Article 8 (streets and roads) would be a desirable outcome. VCTC is requesting that each member City of VCTC and the County formally support VCTC's adopted regional transit study.

FINANCIAL IMPACT

There is no financial impact at this time.

Attachment #1 – Ventura County Regional Transit Study – Final Report

TRANSFORMING TRANSPORTATION IN VENTURA COUNTY

Ventura County Regional Transit Study

FINAL REPORT

Prepared for:
Ventura County Transportation Commission

Prepared by:
MIG, Inc.
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April 9, 2012

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I. Executive Summary

Introduction

This report presents the findings and outcomes of a nearly two-year study of options for organizing public transportation services for Ventura County and the direction and actions adopted by the Ventura County Transportation Commission pursuant to it. The direction for the study came from two sources: A 2009 Commission workshop on the future of VCTC's own VISTA service and legislative provisions arising out of SB 716, which went into effect January 1, 2010. SB 716 generally requires that Transportation Development Act funds be spent for public transit purposes, but in a section specific to Ventura County states that:

> The Ventura County Transportation Commission may submit to the Senate Committee on Transportation and Housing and the Assembly Committee on Transportation a report analyzing options for organizing public mass transportation services in the county, for the expenditure of revenues deposited in the local transportation fund, and a recommended legislative proposal for implementing the plan by December 31, 2011. If the legislative proposal is not enacted by the end of the 2011-12 Regular Session of the Legislature, revenues deposited in the local transportation fund in that county shall be available for the fiscal year beginning on July 1, 2014, and each fiscal year thereafter, solely for claims for Article 4 (commencing with Section 99260) and Article 4.5 (commencing with Section 99275) purposes.

The study has involved data collection, analysis of options by a Steering Committee and engagement of the community, the operators, and city and county management. The process culminated in an unprecedented level of consensus among the operators on the desirable path forward in creating a more coordinated, customer-focused system of services in Ventura County. A proposal was developed by transit operators in the County, which ultimately resulted in adoption of a recommendation by the Commission to be forwarded to the Legislature. Details on the analysis, process and recommendations are presented in the report.

Commission Recommendation in Report to the Legislature

As an outcome to this study, the Commission adopted a consensus position reached by the Regional Transit Study Steering Committee, the Transit Managers and the City Managers. The proposal is an innovative combination of the cooperation and consolidation approaches discussed in this report that is uniquely tailored to Ventura County's conditions and needs, and that allows for further development and change over time as results and conditions warrant:

1. Support creation of a Gold Coast Transit District (GCTD) to assume the responsibilities for West County public transportation services. Cities and communities in West County (including Heritage Valley) would be provided with the opportunity to join the District.

2. Transition authority for VISTA services in West County to the new District, with services in the Heritage Valley subject to negotiation and participation by those communities and California State University Channel Islands (CSUCI) and Santa Barbara County Association of Governments (for Coastal Express) pending continued funding agreements with those entities.

3. Support creation of a Memorandum of Understanding (MOU) in East County between the cities of Camarillo, Moorpark, Simi Valley and Thousand Oaks and the County of Ventura for unincorporated East County, to further coordination of individual services.

4. Transition authority for VISTA East service to the East County MOU.

5. Support legislation to allow the use of TDA funds for Article 8 purposes, including streets and roads, and continued return to source of Local Transit Funds.

6. Use VCTC discretionary transit funds to deliver sustainable levels of transit service.

7. Support the objective of further consolidation over time as needed to improve connectivity and customer service.

Study Background and Process

The study began in April, 2010 with appointment of a Commission Steering Committee from the Commission membership, representing the diverse geography and interests of Ventura County. This Steering Committee met six times over the course of the study, providing policy guidance and a forum for deliberation on issues and alternatives. Each of the ten agencies providing public transportation was interviewed in-depth and operator profiles were prepared. Meetings were held with the technical committee of the operators (TRANSCOM), the City Managers and the public. The public meetings were conducted in conjunction with VCTC's Comprehensive Transportation Plan and involved subregional advisory groups and a regional advisory group.

Guiding Principles

The Commission adopted the following Guiding Principles for the study:

Develop a network of sustainable services that meet the diverse needs of the customers through the following actions:

1. Foster open dialogue among communities, system users, operators and agencies
2. Transition to a user-focused system that goes beyond individual operator boundaries
3. Gain consensus on the approach from elected officials and city management
4. Incorporate applicable Federal, State, regional and local livability, sustainability and greenhouse gas reduction goals

Current State of Transit in Ventura County

Public transportation in Ventura County is provided by ten different agencies through a combination of fixed route and demand-responsive services. These operations range in size from the multi-jurisdictional Gold Coast Transit Joint Powers Authority to the Ojai Trolley. VCTC operates VISTA, which consists of basic interjurisdictional connector routes and a dial-a-ride serving Heritage Valley (mainly the communities of Santa Paula, Fillmore and Piru). Based on local funding policies and perception of transit needs, operators offer different days and hours of service. This makes connections difficult and service confusing, especially for the infrequent or new rider. While VCTC and the operators have attempted to improve connections through coordinated fare media and scheduling software, progress toward truly integrated service has been minimal.

Costs also vary widely – for example according to data from the 2009 National Transit Database (NTD), utilized for illustrative purposes early in the report process, cost per passenger trip for the four largest operations ranges from $3.66 to $7.70 for fixed route service and from $5.55 to $46.39 for demand-response service. There are many reasons for this range in costs – for example type of area served, level of service provided, type of vehicle operated and variance in labor costs, including contract or in-house service and administrative overhead. Also, agencies can use different reporting methods and some transit costs are not included.

Views of the Current Situation

Interviews of key stakeholders (including all of the Transportation Commissioners) revealed some common views:

- Many of the obstacles to transit service are inherent to Ventura County's characteristics – widely spaced, diverse communities and centers where geographic areas do not share common economic, social and transportation service values.
- Current transportation services are good given the amount of local resources that are available and individual cities are doing a good job of balancing resources.
- There is no one preferred organizational structure for transit service provision – views range from a single entity to the current system of smaller, customized providers
- There is extensive support for quality transit services

Organizational Options Considered

The Steering Committee and the Commission considered four potential models for structuring public transit service in Ventura County:

Collaboration – informal agreements to modify or change the status quo. For example, agreements for an "800" or "511" information number, regionwide marketing, or transfers. Over the years, VCTC has managed a number of these agreements, including a coordinated farecard, paratransit scheduling software and NextBus information program.

Coordination – formal agreements that modify ways of doing business. This could include a countywide ADA paratransit service, agreements to share funding responsibility (such as the current agreement between various parties and VCTC to VISTA service on the 101 corridor), a Joint Powers Authority to govern more formal service coordination, joint procurement or public information and marketing.

Consolidation – a formal combination or blending of services under a single or multiple entities. There are two types of Consolidation – Full or Moderate.

Full Consolidation – a single agency provides all policy, funding, planning and operations.

Moderate Consolidation - a central entity provides policy, planning and funding and one or two operating entities provide the service.

Policy Direction on Options

Mid-point in the study, the Steering Committee determined, with concurrence of the Commission, that Commission staff and the consultant team should move forward with analysis and city consultation on the Full Consolidation option (with strong continued local influence) and a hybrid version of Moderate Consolidation with two operating entities. Under this type of arrangement, the entities could be a combination of a District, a Joint Powers Authority or other alternative. Key principles moving forward were:

- Keep communities whole – having at least the level of service that communities have now
- Increase connectivity
- Improve local service
- Maintain a level of local influence and control

Evolution of the Organizational Concept

During consultation with the operators and City Management, several expressed concern that the Coordination option had been abandoned prematurely and requested that it be re-inserted for further consideration. In meeting with the Steering Committee, the operators and management were offered the option of presenting their own alternative. VCTC informed State Senate Transportation Committee staff that the report would be submitted after December 31, 2011 so that an organizational option could be worked out that the Commission and the communities could come to consensus.

The operators developed an initial proposal that featured:

- Creating a Gold Coast Transit District (GCTD) to provide a framework for consolidated service in West County. Communities, including Heritage Valley, would be provided with the opportunity to join the District.
- Provide for member agency TDA to be subvented to GCTD as of July 1, 2014, net of funding for transit stations, stops and facilities. TDA would be returned to

individual jurisdictions in East County and cities would be allowed to file for Article 8 purposes (for streets and roads) if there were no unmet transit needs.

- Transition authority for VISTA services in West County to the new District, with services in the Heritage Valley subject to negotiation and participation by those communities and California State University Channel Islands (CSUCI) and Santa Barbara County Association of Governments (for Coastal Express) pending continued funding agreements with those entities.
- Consolidate ADA service into no more than two areas.
- Create an East County MOU to govern further coordination of service, transfers and fares among East County operators.

They also articulated Guiding Principles that stated the right of local agencies to determine how to provide services, concern with equity of TDA requirements, the importance of continued local control of state and federal funds, and the desirability of consolidation of local ADA and dial-a-ride operations.

Steering Committee and Commission Direction

The Steering Committee considered the operators proposal and recommended:

- Include Customer Focus as a top priority in any Guiding Principles
- Express consensus support for the operators' structural proposal
- Further consolidation would be pursued at a future undetermined date
- The operators' proposal for use of TDA for Article 8 purposes in East County remained an open issue

March 2, 2012 Commission Action

On March 2 the Commission took action to *"Support the Operators proposal in concept with the understanding that all cities would have flexible use of TDA funds and further discussion of Heritage Valley Service would take place before a proposal is brought back to VCTC on April 13th with the specifics fleshed out and with the recognition that the concept of full consolidation will continue to be discussed as a long term goal. Staff was directed to work with City Managers to flesh out specifics."*

Future Steps

VCTC and the operators, working with the consultant team, have identified a number of issues to be considered in successful implementation of this new organizational model. These include logistics for transition of VISTA service, including outside funding arrangements from CSUCI and SBCAG; VCTC roles and responsibilities; framework for further consolidation of ADA and dial-a-ride services; creation and constitution of GCTD; terms and timing of the East County MOU and arrangements for use of VCTC discretionary funds to meet the objective of "keeping communities whole" from a service perspective. The intent is to submit this report to the Legislature and continue proceeding in the preferred direction for reorganizing and improving the delivery of public transportation in Ventura County.

II. Introduction

Origin of the Study

For the past several years many policymakers and customers have recognized that the way that public transportation is provided in Ventura County needs to be reconsidered. Impetus for change came from at least the following: VCTC's consensus that the funding, organizational and governance of its own VISTA service required simplification and consolidation; California Senate Bill (SB) 716, affecting the use of Transportation Development Act funds; trends in state and federal transportation funding; awareness of the benefits of organizational structures and practices employed elsewhere; and input from policy leaders and the public in a variety of forums and surveys of Ventura County residents and business, including the concurrent development of the Comprehensive Transportation Plan and during virtually every annual Unmet Transit Needs process.

In recent years, VCTC, in working with Ventura County's multiple operators, has made a number of attempts at further coordinating and rationalizing service delivery in the county. VCTC operates VISTA service, a contractually-provided "baseline" that serves as a fixed-route connection between jurisdictions. VCTC has also explored "virtual consolidation" of fares and transfers through a smart card and the Trapeze scheduling system that allows agencies to share and monitor interagency trip data. However, these efforts have served more to improve local service operations than to further connect individual services.

In early 2010 the Ventura County Transportation Commission (VCTC) embarked on a Regional Transit Study for the county. The intent was to define a direction for improving the quality, efficiency and overall sustainability of public transportation in Ventura County and to provide a platform for presenting an organizational proposal to the State Legislature. VCTC enlisted the services of a consultant team to work with Commissioners and staff in reviewing the state of the system, identifying potential options and charting an initial path forward. The results of this analysis would form the basis of a report to the Legislature and also pave the way for a more effective, comprehensible and sustainable public transportation system for Ventura County.

SB 716

SB 716, enacted in 2009, requires that all state Transportation Development Act (TDA) funds committed to transit uses beginning on January 1, 2010. However, Ventura

County and other counties, were given an extension to July 1, 2014. The bill allowed VCTC to propose a plan to the Legislature for utilization of TDA funds and organizing public mass transportation services in the county.

TDA funds are currently allocated on the basis of population to the cities and unincorporated area of the County. The amount of TDA funds allocated to the cities and County in 2011 was amended up a final number of approximately $26 million. Amounts allocated to local jurisdictions ranged from about $235,000 in Ojai to almost $6,250,000 in Oxnard. This is down from a high of almost $30 million several years ago. In accordance with SB 716, until July 1, 2014 TDA funds in Ventura County can be spent for other transportation purposes, if no outstanding needs for public transportation that were "reasonable to be met" were identified through the Unmet Transit Needs or "Article 8" process. SB 716 does not change the way the TDA funds are allocated.

When the statute goes into effect on July 1, 2014, this option would be eliminated along with the ability of local jurisdictions to substitute local funds for TDA and use TDA for funding streets and roads (and technically complying with the required farebox recover requirement). According to this statute, after a few prescribed regional uses, all TDA funds must be allocated to transit, and adherence to all TDA rules and regulations will be required. Assuming there are no further amendments to the statute, many of the current, longstanding practices and processes will need to change. The status quo will be difficult to maintain from either financial or regulatory compliance perspectives. For example, individual city operations will be required to meet fare recovery requirements (20% in urban areas, 10% in rural areas).

To provide a basic analysis of the impact of SB 716 on transportation spending a review of available data was conducted. VCTC staff estimates indicate that if SB 716 were to have been in effect today, using 2010-11 data (the latest full year of available data), slightly over $3,000,000 out of a total TDA allocation of $20,884,000 would be shifted from streets and roads to public transit use. However, SB 716 does not change the TDA allocation process.

Under the provisions of SB 716, when the statute goes into effect on July 1, 2014, it may also eliminate the practice of some local jurisdictions to substitute local funding in order to allow compliance with the farebox recovery requirement.

The bill also provided Ventura County with an opportunity to propose alternative organizational approaches to improve Ventura County public transit and explore creation of a more consistent region-wide system that provides a family of services to better meet the County's overall mobility needs. Changes resulting from this response to SB 716 could lead to establishing a countywide transit program that also better meets the needs of customers through consistent policies and programs, addressing the increasing demand for public transportation that will occur over time. In conjunction with making these improvements will be the need to insure continued recognition of the contributions and priorities of all of the local communities served by transit.

With an understanding of this background, the Commission embarked on a process to develop a consensus report on future operation and provision of public transportation services in the County.

Study Guiding Principles

Initiating the study in May of 2010, the Commission adopted a set of Guiding Principles:

> Develop a network of sustainable services that meet the diverse needs of the customers through the following actions:
>
> 1. Foster open dialogue among communities, system users, operators and agencies
> 2. Transition to a user-focused system that goes beyond individual operator boundaries
> 3. Gain consensus on the approach from elected officials and city management
> 4. Incorporate applicable Federal, State, regional and local livability, sustainability and greenhouse gas reduction goals

III. Overview of the Study Process

Steering Committee

To guide the study from a policy perspective, on April 9, 2010, the Commission appointed a Steering Committee. Commissioners named to this Steering Committee represented the diverse geography and interests in Ventura County, including:

- East and West County
- Rural areas of Heritage Valley and Ojai

- Smaller and larger cities
- Commissioners also sitting on the Gold Coast Board of Directors

The Steering Committee met a total of six times over the course of a roughly 18-month period and achieved the following milestones:

August 26, 2010: Confirmed Study outcomes and expectations and developed a framework for a Ventura County transit vision

December 9, 2010: Considered basic criteria to guide selection of the organizational alternatives. These included: Affordability and funding; implementability; connectivity and coordination; service quality and efficiency and effectiveness

March 9, 2011: Reviewed potential organizational models and narrowed the focus to four key directions thought to be most appropriate to Ventura County and refined evaluation criteria. These criteria included: keeping communities whole from a funding and service perspective; increased connectivity; improvement of local service and maintenance of a level of local influence and control.

May 6, 2011: Presented report to the full Commission on alternative for further exploration – Full Consolidation and a "Hybrid" approach of Moderate Consolidation with one or two operating entities. The Commission directed staff to work with the consultants on further analysis and to do community, city and operator consultations based on these potential models.

August 4, 2011: Received a report from staff and consultants on results of community and advisory consultations, policy issues raised by cities and operators. At the request of the City Managers, agreed to re-insert the Coordination Alternative for further consideration and to have a joint meeting between the City Managers and the Steering Committee.

December, 2011: Met with management representatives of the operators and provided the opportunity for the operators to present an alternative proposal for meeting the objectives identified by the Commission.

January, 2012: Met with management representatives of the operators and provided consensus endorsement for the organizational structure presented by the operators.

Key Stakeholder Interviews

To begin the study, the consultant team interviewed each of the Commissioners, representing each of the ten cities in Ventura County, the five County Supervisors and two citizen representatives. While interviewees expressed a wide variety of opinions, a few key themes emerged from the interviews.

Many of the obstacles to transit service are inherent to Ventura County's characteristics
Some of the major obstacles to providing more extensive service are intertwined with the County's dedication to slow growth, open space, medium- and small-size, well-separated cities and communities, a thriving agriculture industry, and a high quality of life, which its people appear to want to retain. Widely separated population, employment, educational, commercial and cultural centers are difficult to serve with public transit. Some street patterns are also difficult to serve with transit. These geographically separated communities often do not share common economic, development, social and, especially, transportation values and needs. Geographically separated regions (e.g. East County, coastal West County, and the Ojai and Heritage Valleys) may not believe they have enough in common to share a vision and a policy and operating structure for transit services.

Current transit service is good, but not great
This view reflects the problems in providing and funding extensive transit services in a difficult environment but there is also the widespread belief that agencies are trying hard to provide a good quality of service with the resources that they have.

There is a wide variety of opinion on organizing and improving transit service
There is no one preferred organizational structure for transit policy, management or service and a wide variety of options were suggested.

There is extensive support for quality transit service
Most believe that quality transit service in Ventura County is essential, has value beyond its direct utility to users, and should be maintained and if possible expanded. Most also believe that enhanced transit can help achieve other regional and community economic, social and environmental goals.

Operator Interaction

This interaction included initial individual meeting with each operator, briefings and discussions at TRANSCOM meetings and the development of an operator proposal, which will be discussed later in this report.

In order to obtain a better understanding of the transit operations provided within Ventura County as well as the people and agencies providing those services, the consultant team conducted a series of meetings with the local transit operators. Unlike the stakeholder interviews with VCTC Board members and other decision makers within Ventura County, which included policy related issues, these were focused more on operations and local jurisdiction issues.

The interviews began with the reinforcement that this study was not an operational review, but rather a way to increase our knowledge of services and offer interviewees the opportunity to communicate issues and ideas in confidence. Each interview contained the following broad topic areas:

- Agency history and background
- General summary of services provided
- Key service related issues
- Organizational, management, financial information
- Other current challenges or ideas
- Vision for future from both a jurisdictional and an overall county

Main points from these interviews were:

SB 716 is expected to have varied impacts
Impacts of SB 716, if unchanged, which would require all jurisdictions within Ventura County to spend their entire allocations of Transportation Development Act funds for transit purposes effective July 1, 2014, will vary from operator to operator. TRANSCOM members recommended discussing those impacts with their supervisors or other management representatives to get their input and any recommendations regarding potential financial impacts.

Service policies and arrangements can be simplified
There is an opportunity to untangle all the "hand shake" and inconsistent operating/funding agreements into a consistent set of policies. These included the variety of VISTA agreements as well as the existing ADA paratransit coordination procedures and agreements.

Communication with customers can be improved
Interviewees saw potential for more consistent communication, coordination, and understanding of various transit services offered in the county. There was recognition

that it would be difficult for potential or new transit users to be able to understand the services in the county, especially the demand responsive services.

Existing services have local support
There typically is strong local commitment to local services and understanding that the decision makers within the jurisdictions valued the presence of local services, especially for seniors and persons with disabilities. It was noted that many services had remained relatively constant over time and that few complaints or requests for change were received by technical staff or decision makers.

Demand for coordinated interjurisdictional services will increase
There is an understanding that there will logically be an increasing demand for more inter-jurisdictional services, including more senior connections in conjunction with more consistent ADA paratransit coordination as discussed above. There were thoughts that increased senior services to offer inter-jurisdictional trips would be well-received, but also would require additional, perhaps significant, resources.

Opinions on optimal structure for transit in Ventura County vary widely
There were varying perspectives regarding consideration of organizational options, including combined services and a single county agency. Although TRANSCOM members in general agreed that more inter-jurisdictional services would be beneficial to the customers, there was no perceived easy answer regarding the infrastructure to deliver those services. It was noted that services and structures in the western portion of the county were significantly different than those in the eastern portion. For example, the west has one primary operator while the east has several. In addition, there were some differences in opinion on whether Camarillo was more similar to eastern than western portions of the County.

VCTC performs a valuable service but there is not common agreement on the agency's role in public transportation
Similarly, there were also varying perspectives on the issue of whether there was a conflict of interest with the VCTC role as both funder and operator. Most agreed that VCTC provided valuable information and services to them regarding financial and policy issues, but some believed that inter-operator issues were not discussed sufficiently as part of the TRANSCOM process.

Public transit has a role but a common approach may be difficult to achieve
From a broader view perspective, there were thoughts that the diversity and variety of jurisdictions in the county may require different types of services, thus common goals may be difficult to develop. Many believed that jurisdictions tended to be independent and that transit, per se, was not a common issue of concern within the county. There

was recognition that transit had long term potential for improved inter-jurisdictional access, and better mobility options for the senior population. Further, public transportation could play a role in areas such as congestion relief, environmental quality and economic development.

The findings from these meetings were included in a report to the Steering Committee.

TRANSCOM Meetings

TRANSCOM, a VCTC advisory committee comprised of technical representatives of the cities operating transit and the Gold Coast Transit JPA were included in the study from an advisory perspective. In addition to meetings with the consultants, TRANSCOM members were engaged with their management representatives in review of materials and consideration of alternatives. VCTC staff also conducted periodic briefings of TRANSCOM on the progress of the study.

City Manager Briefings

The VCTC Executive Director met monthly throughout the study process with the county's ten City Managers, updating them on the study's progress and holding individual meetings on request. The City Managers were also actively engaged, along with transit agency management staff as the study entered into the recommendations phase. More specific and focused meetings and discussions were conducted later in the process.

Public Engagement and the Comprehensive Transportation Plan

Public engagement was multi-pronged and predominantly conducted in conjunction with public engagement for development of the parallel and complementary multimodal Comprehensive Transportation Plan. In an unprecedented level of outreach, VCTC has developed Ventura County's first comprehensive, multi-modal plan. Through this process, the Executive Director and staff met with over 40 organizations and groups. In addition, four Local Advisory Groups were established along with a Stakeholder Advisory Committee. These groups represented a cross-section of business (including agricultural), community, agency and interest groups. The Executive Director and staff also participated in a workshop hosted by CAUSE, a key stakeholder group involved in public transportation and social equity. A survey was conducted of transit riders and businesses in order to better understand their specific needs.

Through this outreach and engagement, the community articulated a vision of a better-connected and integrated transportation system. The prevailing view was that transit is currently an afterthought, that the system needs to be integrated and that there are many underserved sectors. Specifically, they called for a system of public transportation that provided for seamless transportation among modes, minimizing transfers among systems and addressing the long wait times and inconsistent service hours and levels of service. Informational pieces on the Comprehensive Transportation Plan and the Regional Transit Study developed from these consultations is included in Appendix I.

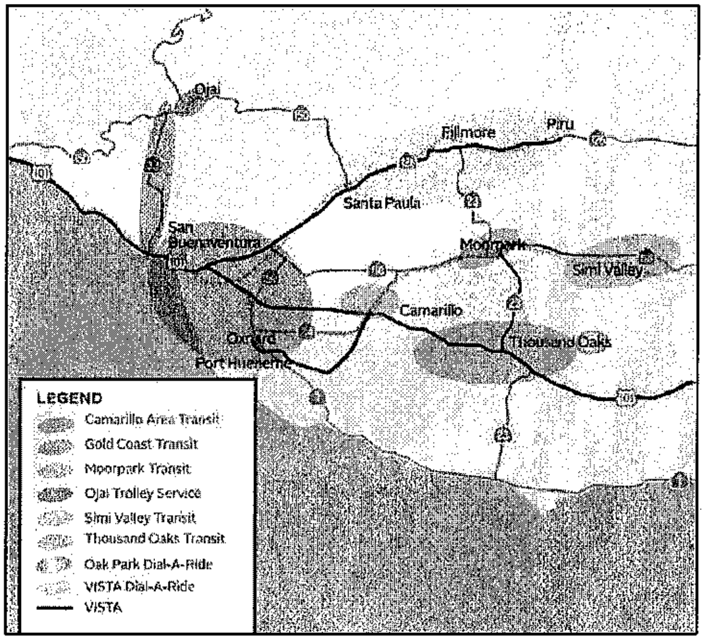
IV. Current State of Transit in Ventura County

At present, public transportation in Ventura County is provided by a variety of operators. Specifically, ten different agencies provide a combination of fixed route services and/or some form of demand response service, also known as dial-a-ride. Arguably, at present, public transit in Ventura County is not a system, but more resembles a series of stand-alone operations. The operations provide disparate levels of service that the public has indicated are not easily understood or accessed, including whether the services are interconnected.

Seven operators provide fixed route services in Ventura County: Gold Coast Transit (GCT), VISTA, City of Simi Valley, City of Thousand Oaks, City of Moorpark, City of Camarillo and City of Ojai. Additional transit services within the county include services provided by the County of Ventura, the City of Oxnard (as lead agency for the Harbors and Beaches service) and the Camarillo Health Care District (which is partially funded by VCTC for longer distance trips). Additional information regarding the various operators is presented in Appendix II.

The types of services vary considerably in terms of scale, scope, and cost. For example, the number of GCT vehicles deployed to provide fixed route services is roughly the same as the total fixed route fleet for the rest of the operators combined. In addition, almost all of the operators provide some form of demand response services for seniors and sometimes the general public. These operations also include those services required under the Americans with Disabilities Act (ADA) for persons with disabilities who cannot use fixed route services.

Fixed Route Transit Services



All operators offer different days and hours of service, based on localized policy decisions that could include financial, service area and other factors. Again, from a customer perspective, if transferring is required, then the varying days and hours can impact the accessibility and understanding of the transit network. Further, many services operate on different headways, or intervals between trips. These difficulties in inter-operator connections have been addressed somewhat in the area of ADA paratransit, where designated transfer points have been created. However, there are some current arrangements that can potentially cause confusion -- for example where one agency provides the outbound trip and another provides the return trip. To add further complexity, this arrangement can vary between operators and service areas.

In addition, many services are provided with varying days and hours of operation with a number of jurisdictions operating on Saturday, but fewer operating on Sunday. These differences in schedules also make it difficult to plan a multi-operator trip and to attract more new riders to the system. That is not to say that all transit agencies need to operate on precisely the same schedule but it does suggest that some consistency of service delivery in terms of days and hours of operation would make the service easier for customers to understand and use.

Based on a number of local and regional policy decisions, both administrative and direct operating costs associated with these services also varies considerably depending on priorities, staffing, or whether services are operated by public employees or private contractors. In addition, due to the variances in size and type of operation, the methodologies for how these numbers are reported also vary.

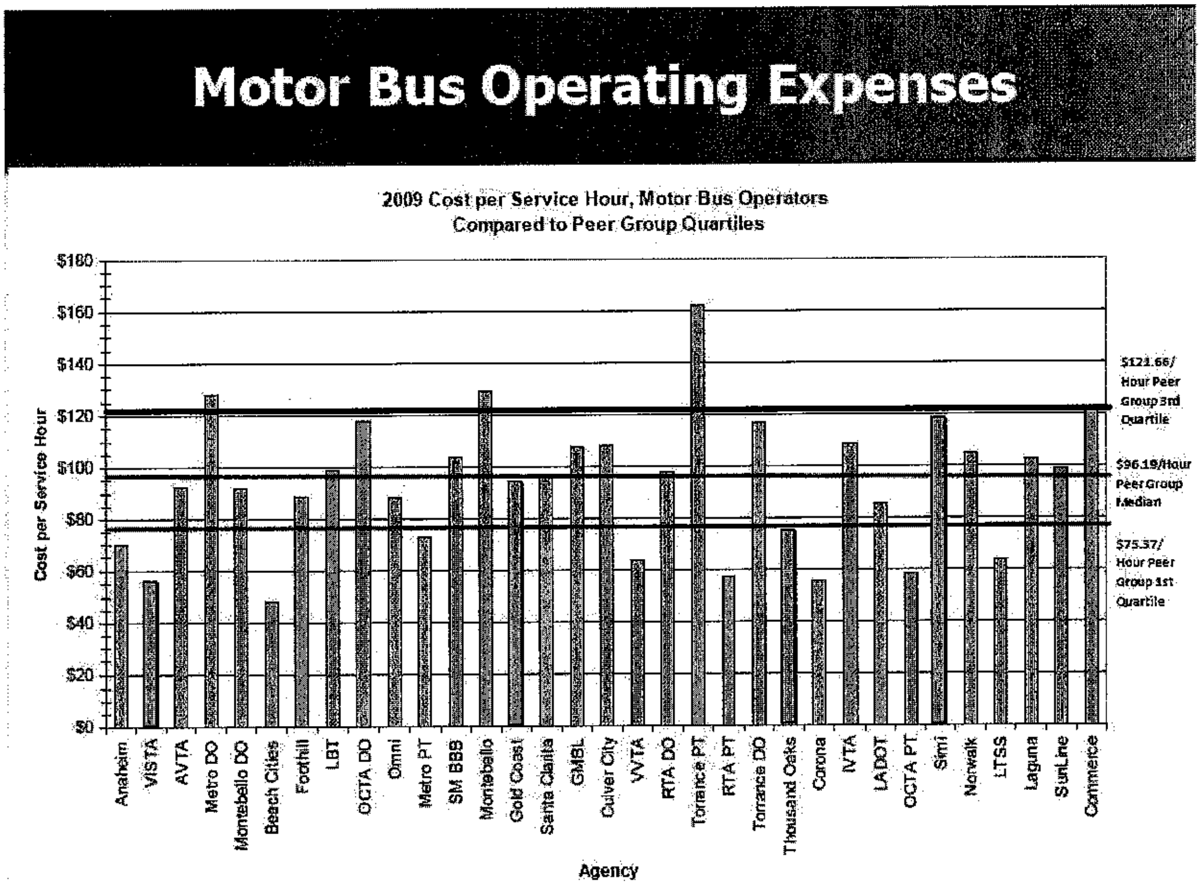
Within the multiple operator arrangement that currently exists, there is a wide range of costs. Because there have been many factors and ways of accounting, the Federal government has established a single database (the National Transit Database, or NTD) that has been used for decades to compare transit data including costs across operators. However, not all Ventura County operators are required to report data to the NTD, due to size of operations and other factors. However, in order to illustrate the range in size of operation and costs, the 2009 NTD as reported by Gold Coast Transit, VISTA, City of Simi Valley and City of Thousand Oaks are included below (see Appendix III for additional operating cost data and further explanation of NTD).

2009 NTD Data

	Gold Coast Transit	VISTA	City of Simi Valley	City of Thousand Oaks
FIXED ROUTE				
Number of Vehicles	39	25	8	6
Total Unlinked Trips	3,568,028	785,806	477,032	185,681
Annual Vehicle Rev. Miles	1,732,855	1,404,594	475,944	195,023
Annual Vehicle Rev. Hours	140,077	50,701	31,143	12,668
Operating Expenses	$13,071,044	$2,831,051	$3,672,794	$945,836
Unlinked Pass. Trips/Vehicle Rev. Mile	2.1	0.6	1.0	1.0
Unlinked Pass. Trips/Vehicle Rev. Hour	25.5	15.5	15.3	14.7
Operating Expense/Unlinked Pass. Trip	$3.66	$3.60	$7.70	$5.09
Operating Expense/Vehicle Rev. Mile	$1.13	$2.02	$7.72	$4.85
Operating Expense/Vehicle Rev. Hour	$93.31	$55.84	$117.93	$74.66
DEMAND RESPONSE				
Number of Vehicles	19	13	12	12
Total Unlinked Trips	82,655	206,051	48,141	71,664
Annual Vehicle Rev. Miles	494,424	337,171	218,421	473,019
Annual Vehicle Rev. Hours	38,192	29,670	17,974	33,704
Operating Expenses	$2,483,714	$1,143,865	$2,233,037	$1,430,194
Unlinked Pass. Trips/Vehicle Rev. Mile	0.2	0.6	0.2	0.2
Unlinked Pass. Trips/Vehicle Rev. Hour	2.2	6.9	2.7	2.1
Operating Expense/Unlinked Pass. Trip	$30.05	$5.55	$46.39	$19.96
Operating Expense/Vehicle Rev. Mile	$5.02	$3.39	$10.22	$3.02
Operating Expense/Vehicle Rev. Hour	$65.03	$38.55	$124.24	$42.43
TOTAL OPERATING EXPENSES	**$15,554,758**	**$3,974,916**	**$5,905,831**	**$2,376,030**

NOTE: Agencies use differing reporting methods and not all transit operating expenses are included. This data was developed at the commencement of the study and is for illustrative purposes.

Some additional information regarding costs for these operators is shown below compared with others in the SCAG region:



V. Organizational Options

Within the transit industry, there have typically been three concepts discussed regarding organizational changes and alternatives – collaboration, coordination and consolidation. There are many such organizational approaches, including a number in California; the Orange County Transportation Authority (OCTA) is an example of full consolidation and the San Diego Association of Governments (SANDAG) is an example of moderate consolidation, with its operating units the Metropolitan Transit System (MTS) and the North County Transit District (NCTD). An example of a coordination model from outside California includes the Triangle region of North Carolina. The participating agencies, including the various transit operators, MPOs and Councils of

Government have created an entity called "GoTriangle.com" to promote commuter services and benefits. A discussion of these and other organizational examples is included in Appendix IV. In addition, Appendix V illustrates specific attributes of the three models, including two variations of one of the models.

Collaboration

The first option, collaboration, suggests informal agreements by affected parties to modify or somewhat change the status quo. In a general sense, this is the model for how some aspects of transit programs in Ventura County are currently operated. Typical collaboration examples include: working cooperatively to develop an "800" information number; developing region-wide marketing ideas that can be shared by multiple agencies within the context of their own resources or entering into ad hoc agreements to "meet up" with paratransit or fixed route services.

As an example of Ventura County collaboration, VCTC has managed a number of cooperative efforts such as Smart Card, NextBus, Trapeze, and an "800" information number, and conducts some countywide marketing on a case-by-case basis. These efforts have met with varying degrees of cooperation among the operators. Also, a network has been developed by the various operators to connect ADA paratransit trips between multiple jurisdictions. The arrangement includes different agreements between operators regarding who provides the outbound and inbound trips, how those are coordinated with the service providers, etc. Based on experience of customers in Ventura County, these "ad hoc" connections may or may not work and are difficult to communicate and remember due to the number of scheduling and operational nuances. Because no one "owns" the whole trip, missed connections or "crossed wires" between operators can result in stranded customers. Also, the inconsistencies clearly confuse new customers.

In other studies around the country experience shows that collaboration has the benefit of retaining autonomy of the participating agencies but is dependent on these ad hoc arrangements, which can dissolve at any time, without a defined process and is thus unsustainable. Historically, while collaboration has worked on some levels in Ventura County, one of the limiting factors of these options is that these arrangements rely on the affected individuals to continue the collaboration. Staff and/or policy leadership changes may bring different perspectives and prior commitments may be modified or abandoned.

Coordination

Coordination is usually thought of as a series of formal agreements among parties that modify the existing ways of doing business. The level and nature of coordination arrangements vary in nature and scope. With regard to coordination alternatives, there are examples that range from minimal coordination, which might be represented by the VISTA agreements, to maximum coordination, which in other states have required participation by agencies in order to be eligible for federal, state or local funding.

As an example of minimum coordination, the current VISTA corridor and dial-a-ride connection agreements are more specific than the dial-a-ride to dial-a-ride "meet up" agreements described in the section on collaboration. For example, there is a VISTA agreement with the City of Camarillo to share funding responsibility for the Route 101 connector through that community. However, each VISTA arrangement is unique, under its own advisory structure and does not function as part of an overall system.

In Ventura County a potential example of more extensive coordination would be to develop a countywide ADA paratransit service operated under a single agreement with joint procurement of vehicles, equipment or even facilities for other types of service. While this could be a step in a more incremental overall process, the disadvantages to this include that, even with formalized agreements, as in a Joint Powers Authority, individual cities could opt out, and also that the services frequently fall to the "lowest common denominator", and can be affected by changes in local priorities and/or the ability of a single jurisdiction to fund its share of service costs.

In some areas of the country, agencies providing transportation services have worked together to develop information technology concepts, service coordination ideas, facilities and processes based on their collective interest in improving service to the customers. This example, which has been called "Moderate Consolidation", appears to have more sustainability since it brings people together to improve processes and services. This sustainability is created through the development of interlocal agreements or memoranda of understanding. The development of these agreements formalizes the relationship between entities and jurisdictions, moving beyond the "ad hoc" nature of collaboration, towards a more sustainable solution. This is demonstrated in the Go Triangle example, in which the partnering entities have created a website which is jointly branded and communicated, and provides information in a consistent format on schedules, fares and trip planning. In development of more formal relationships, finding common ground to initiate the coordination is essential. Additionally, within this structure, as changes in finances or pressure from policy makers and customers occur, entities which previously did not participate can join in through similar interlocal agreements.

This concept could be implemented in Ventura County by greater commitment to coordination and would require the development of a formal agreement to work jointly on those areas of mutual interest in providing enhanced service to customers of the service. Under this arrangement services, such as the previously mentioned ADA paratransit, could be operated under a single contract, all IT purchases and programs could be coordinated through this coordinated process and that joint procurement could be used for vehicles, equipment and even facilities. Regarding ADA paratransit, currently several agencies contract for services with the same provider and the certification of eligibility for ADA paratransit is provided centrally under contract by VCTC. There appear to be opportunities to decrease some duplication and access some economies of scale from a cost standpoint and improve customer access and understanding by further coordination, restructuring and/or consolidation of ADA and senior paratransit services.

The information technology and intelligent transportation system components of ADA paratransit as well as other demand responsive services can also be facilitated by building onto current investments made in the county. VCTC has facilitated the development of a single vendor system for scheduling and dispatching of trips. This network has been implemented to different degrees by most jurisdictions in the County. With a more coordinated effort, the potential in Ventura County is to take current technology and use it to develop a coordinated system that involves more partnering agencies while retaining autonomy.

Another area of consideration in a model of coordination would be from a marketing and branding perspective. There is an opportunity to move towards the development of a joint website to include information from each of the partners to the coordination effort, to provide a consistent place and format to communicate information to the communities and the riders and customers of the services. As a complement to the branding and marketing, the development of a regional call center or trip planning concept can also be considered. While each of the operators currently has different service delivery methods, spans of services and infrastructure requirements, having a compilation of that information available through a uniform point of information would result in longer term consistencies that would benefit the customers and systems overall.

In the area of procurement, public transportation funds in Ventura County could be viewed from the perspective of regional priorities, as opposed to the procurement processes developed by individual agencies. The joint procurement process has been used in several forms around the country, including statewide vehicle options, use of the General Services Administration specifications at the federal level and "piggyback" coordination where one agency uses the specifications of another to "add on" to their order. In many rural areas and several states, agencies have coordinated on maintenance plans and work, fueling and other aspects of public transportation. Gold Coast Transit has consistently take advantage of those practices. The current agreement between Moorpark and Simi Valley regarding the fueling of Moorpark-owned vehicles at the Simi Valley facility is another example in Ventura County.

The coordination alternatives, including those above, often relate to specific programs or projects. As a result, transitioning to these agreements from the current system can be less complex than other alternatives. In contrast, the consolidation alternatives listed below typically include more structural changes within organizations. Any structural change would offer new opportunities for doing business, but would also require a thorough retooling of many policies, programs and processes.

Consolidation

There are two general types of consolidation, full and moderate.

Full Consolidation typically means that a single agency offers all the services associated with public transportation including operation, policy, planning and funding. VCTC is the currently the only County-wide transportation agency, and as currently composed has representatives from all of the cities in Ventura County as well as the County itself; however a new countywide entity could be created for this purpose.

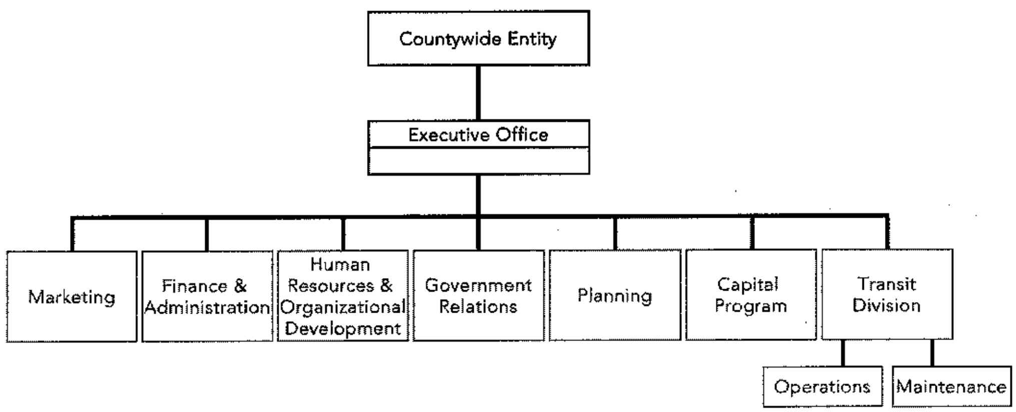
Considerations in the full consolidation approach include:

- The full range of decisions, from planning to operations, are centralized in one agency and inter-agency issues that often occur between planning and operating agencies can be addressed within one agency.
- The complex aspects of all processes are consolidated -- for example, interactions with all state and federal agencies are concentrated.
- The expanded range and complexity of issues can reduce the amount of time that the consolidated board could devote to specific operational, policy or funding issues.

- There is capacity for "belt tightening" and resource reallocation within a larger organization, which is more difficult with smaller systems.

- Adding all the aspects of public transportation can require many organizational and skill set changes. These would include areas of administration such as human resources focus and direction, employee benefits and collective bargaining. Also, there would be an added dimension of direct customer service and public interaction. Finally, the variety of operation and maintenance, service delivery and coordination and other issues would be added responsibilities.

Maximum Consolidation



An alternative approach is ***Moderate Consolidation***, where there is a central policy, planning and funding entity with one or two consolidated operating entities. The closest example in Ventura County of a multi-jurisdictional approach to public transit is the Gold Coast Transit Joint Powers Authority (JPA). However, in the case of Gold Coast a jurisdiction can opt out, leaving a gap in funding and service to be filled by the other member entities.

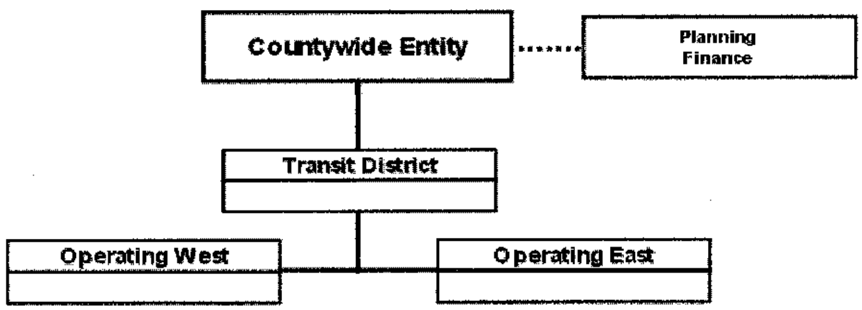
A true Moderate Consolidation approach provides stability and greater certainty for an operating entity.

Considerations include:

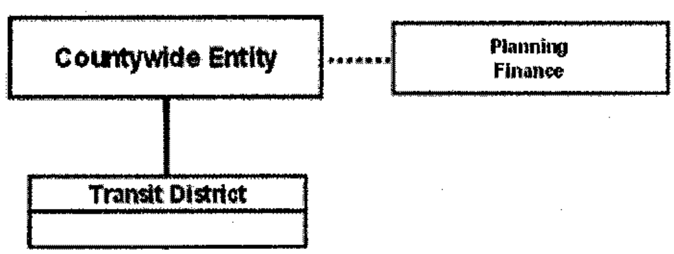
- There can be economies of scale in consolidated operations and opportunity for more seamless, connected service.

- As a statutorily created entity, a transit district, unlike a JPA, is enabled to perform as a permanent entity with the ability to bond and pursue revenue measures.
- While two separate operating entities (for example, East County and West County) have the potential to better meet the needs of each area, these needs could also be addressed through a sub regional planning and programming approach and/or more formalized sub regional participation in policy decisions.

Moderate Consolidation – Two Operating Entities



Moderate Consolidation – One Operating Entity



VI. Consideration of Alternatives

Steering Committee Direction

As outlined in Section III (Overview of the Study Process), the Commission-appointed Steering Committee was the touchstone for considering alternatives for delivering public transportation services in Ventura County. Throughout the study period, the Steering Committee guided an evolving process for considering alternatives. Progress is documented in status reports delivered to the Commission by the consultant team and staff.

Initial Vision

The Steering Committee identified elements of a vision for public transportation in Ventura County. Elements of this vision included a customer focus, creating a connected system that provided convenient service to key rider segments, minimizing travel time and required connections. The Steering Committee also envisioned a system that supported desired land use patterns, was feasible from an implementations standpoint as well as sustainable from a cost perspective

Evaluation Criteria

The Steering Committee identified potential system evaluation criteria. These included:

- Affordability – The system is both affordable for consumers and affordable to operate. Ideally, it should lead to improved farebox recovery and enhanced resources
- Implementability – The solution and design accounts for and addresses balance among costs, quality of service and efficiency, as well as barriers and opportunities related to policy, political realities and operational structures
- Connectivity – The alternative provides a more inter-connected approach that recognizes the challenges and costs in providing linkages among geographically-constrained areas (e.g., direct connections from Fillmore to Thousand Oaks)
- Quality – There is "no net loss" to existing customers, especially local and transit dependent riders. Both local and longer-distance services are focused on taking riders to where they need to go

- **Efficiency** – The system efficiently provides service for the greatest number of people at peak times. The operations structure is efficient and with the most effective oversight

- **Frequency** --Service provides reasonable frequencies

At this point, they asked the team to consider a range of models and what could be successful for Ventura County, including structures that delineated planning from operations, subregional organization and re-considering VCTC's role as operator of the VISTA service.

System Models and Alternatives

The Steering Committee progressed to consideration of models and alternatives as outlined in Section V. of this report. At this point the Committee requested that the consultants and staff further explore two alternatives with some variations:

- **Full Consolidation** with provisions for strong continued local influence, potentially through a strong advisory or subcommittee structure to address East County, West County, Rural community needs and issues.

- **Moderate Consolidation with Two Operating Entities:** The type of entity was to be determined – it could be combination of District(s), Joint Powers Authority, federation or other.

They also identified additional key principles for moving forward:

- Keep communities whole – parameters would be determined but generally have at least the level of service they have now (possibly measured in terms of hours of service)

- Increase connectivity

- Improve local service

- Maintain a level of local influence and control

Operator Input

As the study report moved forward, Consultants and staff received input from the county's operators. The Executive Director was asked to respond to a series of questions posed by the Simi Valley City Manager on behalf of some of the operators (see letter and response in Appendix VI). At a follow-up meeting of the Steering

Committee, the City Managers expressed concern with the level of engagement with the operators, asking that Coordination Alternative be added to the November, 2011 progress report on alternatives being considered and that top management-level representatives of the operators be included in a follow-up meeting with the Steering Committee. At this meeting, the Steering Committee asked the operators to present a specific proposal outlining their alternative concept.

VII. Policy Considerations

Throughout the Study, a variety of policy areas and issues arose and were researched and discussed with staff, the Steering Committee and the Commission. The following summarizes a number of those issues and the discussion and resolution.

Feasibility

- *Is transit service consolidation feasible, given Ventura County's geography and demographics?*

  Ventura County has a number of unique characteristics, including growth boundaries and limits, widely spaced communities with considerable open space, an extensive agriculture industry, suburban-type street patterns in a number of areas, and lack of county-wide cohesion and identity. However, from a transit operations perspective, there are also a number of similarities with other counties. Ventura County is not so unique that models from elsewhere are inapplicable. The primary goal of transit service restructuring is an integrated family of services, a common theme in many places. California alone has several examples of coordination, collaboration and consolidation. Orange County's single transportation agency and San Diego County's countywide planning and funding agency with two subregional operating agencies are examples of how these approaches could work in Ventura County. There appear to be no substantial obstacles to some form of transit restructuring.

- *Is there potential for cost savings and other efficiencies?*

  Numerous business models are available for comparison. There is no definitive way to predict either cost savings or efficiencies resulting from a particular institutional arrangement until planning and execution is well under way; however, substantial savings have been realized in other consolidations. Savings typically result from reduced overhead costs by eliminating duplicative functions (such as purchasing, human resources, financial, and the like) and efficiencies of scale.

- *Can transit operators continue to meet TDA farebox recovery requirements?*

  Under the current organizational structure, it has been indicated that a number of the operators may not achieve the required farebox recovery rates, and will have to raise fares, decrease services, and/or use TDA revenues for eligible transit capital activities.

  Under a fully or moderately consolidated service, with substantially the same mix of contract and non-contract services, it is likely that farebox recovery requirements would be met, since services can be aggregated, even if services are expanded to fully use all available TDA funds for new services.

  With the partial consolidation proposed by the operators, the likelihood of some jurisdictions meeting farebox recovery requirements is less clear. Also unclear is the potential effect of allowing TDA funds to be used for streets and roads uses beyond July 1, 2014, assuming SB 716 is amended.

Funding

- *What would be the impact of SB 716 on TDA funding allocations?*

  VCTC staff estimates that if SB 716 was in effect, using 2010-11 data (the latest available) slightly over $3,000,000 out of a total TDA allocation of $20,884,000 would be shifted from streets and roads uses to transit. Some cities, including Ventura and Oxnard, currently allocate all of their TDA funding to transit.

- *What would be the impact of transit service restructuring on transportation funding sources other than TDA?*

  Streets and roads – SB 716 will require all TDA funds to be used for transit, so streets and roads funding would have to be derived from other sources. The local and regional decision processes for streets and roads funding will not change.

  Federal funding eligibility and competitiveness – Restructuring will have no impact on eligibility for Federal funds but should make the region more competitive as there will be a more unified "voice" (or voices) seeking funding.

Metrolink – Funding policy and decisions will be made through the existing processes. If a new countywide organization were to be created, it would assume the current role of VCTC in Metrolink funding.

Authority

- *What would be the role of a consolidated agency and board in assuring responsiveness to citizens and communities?*

  Clearer lines of authority should increase citizen knowledge of the management and decision-making processes and increase their access to them. If the VCTC Board or a similar successor assumed the role of a consolidated agency, or a planning and funding agency supervising subordinate operating agencies, the governing board would still consist of local officials who would be accessible as they are today.

  Under the operators proposal, people would communicate with the operations and management of the services conducted under the Memorandum of Understanding through the local officials of cities that are parties to the MOU. Under the proposed Gold Coast Transit District, individuals and communities would communicate with the GCTD governing board and management. VCTC would not have a direct role in facilitating citizen input to these entities.

- *Would there be provisions for regional, subregional and local advisory committee structures?*

  Under the full and moderate consolidation options, alternatives discussed and recommended by the Steering Committee include local and sub-regional input structures, and cities could also maintain local advisory bodies. Under the operators proposal the operating entities would determine advisory structures.

- *How would local jurisdictions be engaged, and what would be their role in service decisions?*

  Under the full and moderate consolidation options, decisions would be made at the regional level, but still tailored to local needs with local input. Decisions would be more localized with independent operating entities under the operator proposal.

Impact

- *Would there be mandates on local jurisdictions for funding participation, levels of service or other performance?*

  Under full and moderate consolidation options, local funding or service enhancements would be encouraged, but there will be no required local participation or funding contributions (and no authority to require them). The proposed GCTD would typically not have legal authority to do so either, and the MOU cities could determine such enhancements for themselves.

- *What would be the effect on for represented employees, including role of unions, and what transition plans would be needed?*

  There are numerous rules and regulations to be followed, and a fairly complex transition can be anticipated. Organizational and employment transitions have been successfully implemented in many other jurisdictions, and there appear to be no inherent obstacles to doing so with any of the proposed organizational structures.

- *How would service and funding levels be balanced throughout the county?*

  VCTC has a track record of county-wide balance that should not change with a consolidated organizational structure. Under the operators proposal, VCTC would continue to have a role in allocating county-wide and discretionary funding but would not have a direct voice in service levels, which would be determined by the GCTD and the MOU.

Further discussion of policy and operational outcomes, more specifically oriented to the operators proposal, is included in the "Organizational Alternatives Considerations" matrix beginning on page 38 of this report.

VIII. Operators Proposal

The "operators proposal" was developed by a subgroup of the operators including Gold Coast Transit, Moorpark, Simi Valley, and Thousand Oaks. VCTC staff was invited to participate in the meetings on behalf of VISTA but did not actively participate in development of the proposal. County staff also participated in the meeting but the County was not signatory to the proposal. This proposal was presented to the Steering Committee on January 13, 2012. This operational concept is presented in more detail in Appendix VIII. The basic concepts are:

- Create a Gold Coast Transit District to serve West County communities, including Heritage Valley (Santa Paula, Fillmore and Piru) with the District claiming TDA in West County
- Transition VISTA service (with the exception of VISTA East) to the new District
- Create an MOU to govern service coordination in East County
- Allow East County cities (Camarillo, Moorpark, Simi Valley and Thousand Oaks) to file for TDA Article 8 purposes (for streets and roads) if there are no unmet transit needs

While this proposal bears some relationship to the "Hybird Moderate Consolidation model", it varies significantly in that it calls for the more informal structure of a Memorandum of Understanding (MOU) to implement the East County service concept. In addition, the proposed operating entities would not be subordinate to VCTC.

Final Proposal as Presented to the Steering Committee

The operators presented a consensus proposal signed by management representatives. Signatories included the city managers of cities responsible for operating transit systems. The Gold Coast Transit General Manager signed the proposal on behalf of communities served by Gold Coast Transit. VCTC as the operator of VISTA and the County of Ventura did not sign the proposal. As explained by the operators, this proposal was intended as a framework and would require further development and resolution of specific details. The full text of the operators proposal (including the Guiding Principles) is presented in the letter in Appendix VII. Essential concepts include:

- **Separate West County and East County Models:** A Gold Coast Transit District would be created to serve West County, including Heritage Valley, and a formal

Memorandum of Understanding (MOU) would be established in East County for operation and coordination of bus and ADA services, fares and hours of service.

- **VISTA Service Transition**: VISTA service (with the exception of VISTA East) would be transitioned to the new Gold Coast Transit District. VISTA services, with the exception of VISTA East will be transitioned from VCTC, with the expectation that Gold Coast Transit District would operate most or all of the service under contract.

- **TDA Allocation**: TDA would be apportioned to the Gold Coast Transit District in West County. TDA would be returned to individual jurisdictions in East County (unless individual jurisdictions chose to join the District).

- **Certain Exclusions from SB 716 Requirements:** Cities outside the Gold Coast Transit District (initially all East County cities) would be allowed to continue to file claims for Article 8 purposes (use TDA for streets and roads as long as there are not unmet transit needs that are determined to be reasonable to be meet under the existing TDA Article 8 process).

The operators proposal was accompanied by recommended Guiding Principles for a Regional Transit Plan:

1. It is the fundamental right of local agencies to determine how to provide local services.
2. Existing TDA farebox requirements do not adequately account for the impacts of federal regulations and a lower farebox ratio should be proposed.[1]
3. Transit funds locally generated (such as TDA and FTA funds) must be distributed to and controlled by the local agency.
4. Consolidation of local ADA and DAR operations into no more than two regions is a desirable outcome.

Steering Committee Recommendations on Proposal

After discussion with the operators, VCTC staff and the consultant team, the Steering Committee recommended the following:

[1] Subsequent to presenting their proposal, all operators have agreed that this is no longer an issue to be addressed in the Operators' Proposal but, as an issue for operators statewide, would be addressed at a later date.

- Include Customer Focus as a top priority in any Guiding Principles
- Express consensus support for the operators' structural proposal
- Further consolidation would be pursued at a future undetermined date

An open question remained as to the operators' proposal for use of TDA for street and road purposes, especially as it relates to a possible Commission position on seeking amendment to SB 716's provision that TDA is to be used exclusively for public transit in Ventura County starting in July 2014.

IX. Commission Direction and Recommendations

At the March 2, 2012 VCTC meeting the Commission received a report on the operators proposal and Steering Committee direction. After extensive discussion, the Commission acted to: *"Support the Operators proposal in concept with the understanding that all cities would have flexible use of TDA funds and further discussion of Heritage Valley Service would take place before a proposal is brought back to VCTC on April 13th with the specifics fleshed out and with the recognition that the concept of full consolidation will continue to be discussed as a long term goal. Staff was directed to work with City Managers to flesh out specifics."*

X. Considerations for Moving Forward

Impact on VISTA Funding and Operations

Subsequent to the March 2 VCTC meeting VCTC staff and the consultant team met with the operators, and VCTC staff met with the City Managers, to discuss several issues that have developed based on the VCTC action.

For example, the organizational model approved would affect service delivery by transitioning the responsibility for VISTA operations. Since VISTA is the major provider of interjurisdictional connector, intercounty commuter and Heritage Valley local service, a key area of discussion has been the future of VISTA and sustainability of this service given anticipated shortfalls in funding. As of late March, the following proposed agreements have been developed between the jurisdictions and VISTA:

- Operation of VISTA service would transition over time to Gold Coast Transit and East County once the District has been created and the MOU has been finalized and is in operation. Transition of VISTA services to GCTD operation/management would be dependent on individual agreements being executed with the Santa Barbara County Association of Governments (SBCAG) for the Coastal Express, CSUCI for the University Shuttle services, and local agencies outside of the GCTD area for the local shares of the VISTA operating costs.
- VISTA would continue to be a contract operation for the foreseeable future.
- VISTA and Heritage Valley service levels would be maintained ("made whole") and, if possible, improved incorporating use of VCTC discretionary STA funding and Federal Transit Assistance funds from the Thousand Oaks UZA which are not attributable to the service or population of the Cities of Moorpark and Thousand Oaks.

Implementation Issues to be Resolved

Through the discussion of the West County/East County proposal, certain policy, operations and funding issues have been identified for resolution. While these issues have been a source of continuing discussion among the operators, VCTC and the consultant team, progress is being made. The initial implementation questions and issues are presented in the following table.

Organizational Alternatives Considerations

GOVERNANCE

Original Study Models				January, 2012 Operators Proposal and Outcomes	Issues In Operators Proposal for Future Resolution
Status Quo / Collaboration	Moderate Coordination	Moderate Consolidation	Full Consolidation		
Distributed among entities who have varying governance structures (e.g. RTPA, JPA, City Council, VISTA Committees)	Generally distributed but centralized for individual issues (e.g. Coordinating Committee for ADA paratransit)	At least two managing boards (e.g. one for planning, one or more for operations).	Countywide central entity including fully centralized staffing	VCTC as Regional Transportation Planning Agency (RTPA) Gold Coast Transit District in West County and Heritage Valley Individual operators with MOU for service coordination in East County	Role and responsibilities of VCTC Gold Coast Transit District board composition Governance of ADA paratransit operations – East County, West County and Countywide Role of Gold Coast Transit District in Heritage Valley

FINANCIAL

Original Study Models				January, 2012 Operators Proposal and Outcomes	Issues In Operators Proposal for Future Resolution
Status Quo / Collaboration	Moderate Coordination	Moderate Consolidation	Full Consolidation		
Primary financial decisions made by individual agencies Some interaction with central agency for federal and state funds (e.g. grants) Some funding directly to individual entity If SB 716 is implemented without change, all TDA funds must be used for transit. This will be disruptive to some cities	Primary decisions made individually Centralized funding for coordinated issues typically require local match (e.g. Federal grants) Some reallocation of funds may be required to support coordinated functions	Different types of funds controlled by each entity Some collaboration of funding requests likely for larger projects Each entity can pursue financial opportunities (e.g. bonding, tax levies) Some reallocation of funds may be required to support consolidated functions Consolidated functions could result in greater efficiencies and effectiveness	Receives and manages all funding for public transportation Can bond for funding or pursue tax levies Some reallocation of funds may be required to support consolidated functions Consolidated functions could result in greater efficiencies and effectiveness	VCTC responsible for discretionary funds All cities would retain the option to use TDA funds for streets and roads. Cities could also provide TDA funds to Gold Coast Transit District as some do now* * Reflects change from operators proposal by VCTC 3/3/2012	Arrangements for joint procurement Potential remaining east/west imbalance between level of funding and needs Continued discretion for cities to use TDA for streets and roads is dependent on amendment to SB 716. Performance standards for discretionary funds

PLANNING

Original Study Models				January, 2012 Operators Proposal and Outcomes	Issues In Operators Proposal for Future Resolution
Status Quo / Collaboration	Moderate Coordination	Moderate Consolidation	Full Consolidation		
Individual agency and operator plans Some collaborative planning based on regional plans and other joint efforts (e.g. inter-agency transfers, VCTC programs)	Primary planning is still done locally, but coordinated planning required for specific coordinated agreement projects	More joint planning occurs (e.g. overall long-range planning responsibility of planning agency), but each operating agency does own planning	Conducts all long-range, short-range and operational planning	ADA services provided by no more than two entities VCTC conducts long-range planning. Gold Coast District performs own service planning East County cities plan own systems under MOU agreement	Planning and funding for ADA paratransit in East County Planning for coordination and services for ADA between East and West County Planning for VISTA services between East and West County and into Los Angeles and Santa Barbara Counties Extent of VCTC involvement in level of service and countywide coordination

ATTACHMENT 1
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OPERATIONS

Original Study Models				January, 2012 Operators Proposal and Outcomes	Issues In Operators Proposal for Future Resolution
Status Quo / Collaboration	Moderate Coordination	Moderate Consolidation	Full Consolidation		
Mix of individual operations, including contract and in-house Some collaborated opportunities for transfers, joint use of facilities, etc.	Coordination for specific projects (e.g. countywide ADA Paratransit) could expand to more agencies -- and projects if successful such as call center, procurement, etc.	Possible efficiencies/cost savings from consolidated operations consolidated under operating entity or entities (e.g. one or two Districts directly operate and/or contract for operations) May be limited number of continuing individual local operations in cities	Possible efficiencies/cost savings from consolidated operations, with directly operating and/or contracting for all public transportation services	Gold Coast District Operates all service for member jurisdictions and assumes operation of VISTA (except VISTA East) East County cities operate own systems and operate VISTA East under MOU	Potential for continued and/or expanded contract operation (e.g. VISTA, ADA Paratransit) Operating responsibility for ADA service between GCTD and East County MOU Nature of Gold Coast Transit District arrangements with non-member agencies for continued VISTA service (e.g., SBCAG and CSUCI)

COMMUNICATIONS, MARKETING AND FARES

Original Study Models				January, 2012 Operators Proposal and Outcomes	Issues In Operators Proposal for Future Resolution
Status Quo / Collaboration	Moderate Coordination	Moderate Consolidation	Full Consolidation		
Some centralized information and marketing Central ADA paratransit eligibility	Combined marketing and call center could improve customer satisfaction by having a single source for information	Broader communications and marketing responsibilities coordinated between managing entity and District(s)	Countywide entity has all communications and marketing responsibilities	Communications and marketing responsibilities coordinated between VCTC, Gold Coast District and East County operators.	Role of VCTC in countywide communications, marketing and fare coordination Resolution of disparity of fare and eligibility requirements among operators

Operator Response to Implementation Questions

The operators are making progress in responding to these issues and further work is being done in parallel with submittal of this report to the Legislature. The initial operator response to implementation questions and requests for specifics on the proposed creation of a Gold Coast Transit District and the East County MOU is included in Appendix VIII.

XI. Conclusions and Next Steps

As the RTPA and operator of VISTA, VCTC will continue to have an integral role in development of a more customer-focused, coordinated and consolidated transit system in Ventura County. With final Commission action to forward this report to the Legislature, the operators and VCTC intend to implement the model presented in the operators proposal with potential for further consolidation of services. Gold Coast Transit will take further steps to create a transit district. This will include identifying a sponsor to carry forward the legislation needed to create a transit district.

As detailed in the letter of response from the operators, East County operators intend to develop the MOU for further coordination and potential future consolidation of services. A timeline has not yet been developed for the MOU and specifics, including arrangements for operation of VISTA East and responsibilities for a one- or two-operator ADA paratransit system.

VCTC staff will work with the operators on the needed funding, planning and operational arrangements required for transition VISTA service upon creation of the Gold Coast Transit District and transition VISTA East under the arrangements designated in the East County Memorandum of Understanding.

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 06 /26 /12

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

Prepared By: Martin R. Erickson MRE Agenda Item No. N-2

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

DATE: June 19, 2012

TO: City Council

FROM: Martin R. Erickson, Special Assistant to the City Manager
City Manager's Office

SUBJECT: **Opposition to "Corporate Personhood"**

RECOMMENDATION

That City Council:

1. Adopt a resolution supporting an amendment to the U.S. Constitution to end "Corporate Personhood."

2. Authorize the City Council to send letter to Senators Boxer and Feinstein, and Congresswoman Capps seeking an Amendment to the U.S. Constitution to end "Corporate Personhood."

DISCUSSION

A group of local supporters of a grassroots effort called "Move to Amend" has attended several City Council meetings bringing the issue of "Corporate Personhood'" to City Council's attention during public comments. At the June 12 City Council meeting, City Council directed the Interim City Manager to bring the issue back to the City Council.

Pursuant to the City's Legislative Program, issues that are beyond the program's scope of "local control" and "local funding" are reviewed by the City Council for consideration and action.

Definition

Essentially, "Corporate Personhood" refers to the notion that corporations have some of the same rights, such as free speech under the U. S. Constitution, as that of a human being /individual. Opponents of this concept argue that people and businesses, especially wealthy corporations are not equal and should not have the same rights. Supporters of corporate personhood suggest that people run corporations and corporations are made up of people, thus they should be entitled to the same rights as an individual.

Supreme Court Ruling 2010

On January 21, 2010, the Supreme Court ruling on *Citizens United v. Federal Election Commission*, in which the high court majority held that corporations, as associations of individuals, have the same speech rights under the First Amendment as a human being. This landmark decision by the United States Supreme Court held that the First Amendment prohibited the government from restricting political expenditures by corporations and unions. In a 5-4 split decision the Supreme Court held that the First Amendment must protect speakers with equal vigor. The Supreme Court held that the First Amendment does not tolerate prohibitions of speech based on the identity of the speaker. Because corporations are groups of individuals, the corporate form must receive the same free speech privileges as individual citizens. Likewise, the Supreme Court reasoned that independent expenditures are a form of speech, and limiting a corporation' s ability to spend money also limits its ability to speak.

Advent of Super PACs

Prior to the Supreme Court ruling, Congress in 1974 set limits on contributions to Political Action Committees (PACs) and established the Federal Election Commission FEC.

In brief, FEC rules include:

- A limit for individuals to $ 5,000 per year for Federal PACs;
- Corporations and unions may not contribute directly to federal PACs, but can fund the administrative costs of a PAC affiliated with the specific corporation or union; Corporate - affiliated PACs may only solicit contributions from executives, shareholders, and their families;
- Contributions from corporate or labor union treasuries are illegal, though they may sponsor a PAC and provide financial support for its administration and fundraising;
- Union-affiliated PACs may only solicit contributions from members;
- Independent PACs may solicit contributions from the general public and pay their own costs.

After the *Citizens United* ruling, corporations -- under the notion of corporate personhood -- were allowed to spend unlimited amounts on political campaigns under the auspices of the First Amendment. This drove the creation of the Super PAC or political committees that may raise and spend unlimited money to independently support or oppose a candidate.

Super PACs:

- may support particular candidates
- are not allowed to coordinate directly with candidates or political parties

- can raise funds from corporations, unions and other groups, and from individuals, without legal limits

Super PACs currently operate in federal elections, particularly the 2012 Presidential elections. There are concerns that they can eventually be used to influence and target congressional elections, and ultimately local elections.

Amendment to Constitution

The suggested way to abolish "Corporate Personhood," would be to call for an amendment to the Constitution. Article V of the U. S. Constitution states that amendments must be proposed through both the Senate and House of Representatives, supermajority (two-third) vote. Once a proposed amendment passes Congress, it goes to individual states for approval. The amendment must be ratified by 3/4ths of the states to pass.

A second method prescribed in Article V is for a Constitutional Convention to be ralled by two-thirds of the legislature of the states to propose an amendment. The amendment proposed by the convention would then need to be approved by three-fourths of the state legislatures or state convention. No previous constitutional amendment have been made by this method.

The National League of Cities, U. S. Conference of Mayors and League of California Cities have not taken a position on " Corporate Personhood."

Cities that have Passed Resolutions Opposing "Corporate Personhood"

A recent survey was conducted asking California cities if they have passed resolutions on this issue. To date, staff has learned of the following 17 California cities that have passed a resolution opposing "Corporate Personhood":

1. Arcata
2. Berkeley
3. Chico
4. Fairfax
5. Fort Bragg
6. Los Altos Hills
7. Los Angeles
8. Ojai
9. Marina
10. Mount Shasta
11. Oakland
12. San Francisco
13. San Luis Obispo
14. Santa Cruz
15. Santa Monica
16. Thousand Oaks
17. West Hollywood

On the national level, the following 13 cities have passed resolutions opposing "Corporate Personhood":

1. Albany, NY
2. Ashville, NC
3. Boulder, CO
4. Duluth, MN
5. Eugene, OR
6. Missoula, MT
7. New York City, NY
8. Newtown, PA
9. Portland City, ME
10. Portland, OR
11. South Miami, FL
12. Tampa, FL
13. Taos, NM

The County of Ventura also recently passed a resolution opposing "Corporate Personhood".

FINANCIAL IMPACT

None.

MRE:lal

Attachment #1 - Resolution to amend the U.S. Constitution to end corporate personhood
#2 - Letter to Senators Boxer and Feinstein and Congresswoman Capps

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD URGING SENATOR BOXER, SENATOR FEINSTEIN, AND CONGRESSWOMAN CAPPS TO AMEND THE U. S. CONSTITUTION TO END CORPORATE PERSONHOOD

WHEREAS, the 2010 U. S. Supreme Court decision Citizens United v. Federal Election Commission established " Corporate Personhood" by holding that corporations have the same First Amendment rights of free speech as persons; and

WHEREAS, the Supreme Court ruled that the First Amendment prohibits government from restricting political expenditures by corporations and; and

WHEREAS, the prohibition against legal restrictions on political expenditures by corporations has an overwhelming impact on the electoral process allowing unlimited spending by corporations to influence elections, candidates, and polices; and

WHEREAS, the Citizens United decision supersedes state and local efforts to regulate corporate activity in their elections; and

WHEREAS, the City of Oxnard recognizes the importance of fair and democratic elections as set forth in Title 1, Chapter 13 of its Municipal Code.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to join with other cities across the country seeking an amendment the United States Constitution to end Corporate Personhood.

BE IT FURTHER RESOLVED that copies of this resolution be sent to Senators Barbara Boxer and Diane Feinstein, and Congresswoman Lois Capps.

PASSED AND ADOPTED this 26th day of June, 2012 by the following vote:

AYES:

NOES:

ABSENT:

____
Dr. Thomas E. Holden, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

____
Alan Holmberg, City Attorney

ATTACHMENT 1
PAGE 2 OF 2

CITY OF Oxnard "The City That Cares" CALIFORNIA

CITY COUNCIL OFFICE
305 West Third Street • Oxnard, CA 93030 • (805) 385-7428 • Fax (805) 385-7595

June 26, 2012

Senator Barbara Boxer
United States Senate
112 Hart Senate Office Building
Washington, D. C. 20515

Senator Dianne Feinstein
United States Senate
331 Hart Senate Office Building
Washington, D. C. 20515

Congresswoman Lois Capps
U. S. House of Representatives
2231 Rayburn House Office Building
Washington, D. C. 20515

Re: Constitutional Amendment to End Corporate Personhood

Dear Senator Boxer, Senator Feinstein and Congresswoman Capps:

The local organizing committee of a grassroots effort called, "Move to Amend" has attended several Oxnard City Council meetings requesting the Council to adopt a resolution supporting an amendment to the U. S. Constitution abolishing "corporate personhood."

In the Supreme Court's landmark decision in *Citizens United v. Federal Election Commission,* the high court ruled that corporations have the same rights as a human being. This decision held that the First Amendment prohibited the government from restricting political speech and expenditures by corporations and unions. This led to the advent of Super PACs, which has had overwhelming and detrimental effect on current state and federal elections.

The Oxnard City Council recognizes the importance of fair and democratic elections. On June 26, 2012, City Council voted to support an amendment to the U. S. Constitution to end "Corporate Personhood." The disproportionate spending created by the notion of corporate personhood and rise of Super PACs results in the distortion of the American campaign process.

ATTACHMENT 2
PAGE 1 OF 2

The only way to remedy this is through an amendment to the U. S. Constitution. I hope you will consider supporting an amendment to the Constitution to end the practice of corporate personhood.

Sincerely,

Dr. Thomas E. Holden
Mayor

Dr. Irene G. Pinkard
Mayor Pro Tem

Bryan A. MacDonald
Councilman

Tim Flynn
Councilman

Carmen Ramírez
Councilmember

ATTACHMENT 2
PAGE 2 OF 2

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 6/26/12

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

Prepared By: Karen R. Burnham, Interim City Manager ______ Agenda Item No. N-4

Reviewed By: City Manager MMH City Attorney SMF Finance N/A Other *(Specify)* ______

DATE: June 21, 2012

TO: City Council
Oxnard Housing Authority
Oxnard Community Development Commission Successor Agency
Oxnard Financing Authority

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

SUBJECT: **Cancellation of the Regular Meetings Scheduled for July 24, 2012 and November 6, 2012 and Schedule a Special Meeting for July 31, 2012**

RECOMMENDATION

That the City Council, Oxnard Community Development Commission Successor Agency, Oxnard Finance Authority and Oxnard Housing Authority cancel their regular meetings scheduled for July 24, and November 6, 2012 and schedule a special meeting for July 31, 2012.

DISCUSSION

Due to budget preparation and deliberations staff is requesting that the July 24th meeting of the City Council, Oxnard Community Development Commission Successor Agency, Oxnard Financing Authority and Oxnard Housing Authority be cancelled and rescheduled to a special meeting on July 31, 2012. Additionally staff is requesting to cancel the City Council, Oxnard Community Development Commission Successor Agency, Oxnard Financing Authority and Oxnard Housing Authority meeting scheduled for November 6, 2012 due to the general election scheduled for that day.

FINANCIAL IMPACT

None