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
July 17, 2012
6:00 P.M.

A. ROLL CALL/POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

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

D. OPENING CEREMONIES – 7:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of the Ventura County Fair Poster by Junior Fair Board Members Nolan Woodruff and Jared Lozano

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

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

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA

City Manager Department

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

2. SUBJECT: Response to Ventura County 2011-2012 Civil Grand Jury Report Concerning Graffiti in Ventura County Cities Dated May 16, 2012 ("Grand Jury Report"). (005)
   RECOMMENDATION: Pursuant to the provisions of Penal Code section 933(c), approve the Response to Grand Jury Report attached to this agenda report as the response of the governing body and Mayor of the City of Oxnard to the Grand Jury Report, and authorize the transmission of the response to the Presiding Judge of the Ventura County Superior Court.
   Legislative Body: CC Contact: Cyndi Hookstra Phone: 385-7950

Development Services Department

3. SUBJECT: Recognize Federal Revenue and Appropriate Federal Transit Administration Grants for the Projects "Victoria Route Bus Stops" and "Transit Stops 2012-2015" (025)
   RECOMMENDATION: 1) Recognize federal revenue and appropriate funds in the amount of $272,000 from the Ventura County Transportation Commission (VCTC) and the Federal Transit Administration (FTA) to "Transit Stops 2012-2015" Project No. 133110 for design and construction of transit stop enhancements at various locations in the City; and 2) Recognize federal revenue and appropriate funds in the amount of $375,000 from the VCTC and the FTA to "Victoria Route Transit Stops" Project No. 133108 for design and construction of transit stops for the three-year demonstration bus route on Victoria Avenue and Channel Islands Boulevard for Gold Coast Transit.
   Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871

Public Works Department

4. SUBJECT: Third Amendment to the Consulting Services with CH2M Hill, Inc. for the Advanced Water Purification Facility. (031)
RECOMMENDATION: Approve and authorize the Mayor to execute a Third Amendment to the Consulting Services Agreement with CH2M Hill, Inc. (A-6841) to increase the amount by $219,531 for a total of $9,151,435 for extended post design services, Advanced Water Purification Facility optimization, architectural services, storm water treatment technical memorandum, and determination of a total dissolved solids surcharge fee.
Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS – 7:15 P.M.

Development Services Department

1. SUBJECT: Zone Text Amendment (PZ 10-580-01), Pertaining to Emergency Shelters, Transitional Housing, Supportive Housing and Farmworker Housing. (043)
RECOMMENDATION: Approve the first reading by title only and subsequent adoption of an ordinance amending Chapter 16 of the City of Oxnard Code pertaining to homeless shelters, transitional housing, supportive housing and farmworker housing pursuant to Senate Bill 2.
Legislative Body: CC Contact: Sue Martin Phone: 385-8207

Public Works Department

2. SUBJECT: Ordinances to Continue and Establish Water, Wastewater and Environmental Resources User Fees and Charges and Appropriation of Revenue Funds. (089)
RECOMMENDATION: 1) Hold a public hearing to receive public testimony and consider all protests concerning the adoption of ordinances continuing and establishing certain water, wastewater and environmental resources user fees and charges; 2) Approve the first reading by title only and subsequent adoption of ordinances continuing and establishing water, wastewater and environmental resources user fees and charges; and 3) Authorize the City Manager or designee to make the necessary budget adjustments consistent with items 1 and 2.
Legislative Body: CC Contact: Grant Dunne Phone: 340-8365

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

City Manager Department

1. SUBJECT: League of California Cities Annual Conference Voting Delegate/Alternate 2012. (127)
RECOMMENDATION: Designate a voting delegate and a voting alternate to the League of California Cities Annual Conference.
Legislative Body: CC Contact: Martin Erickson Phone: 385-7870

O. REPORTS

Finance Department

1. SUBJECT: 2012 Special District Bond Refinancings. (133)
RECOMMENDATION: 1) Adopt a resolution declaring intention to issue refunding bonds for the purpose of paying and redeeming those certain City Of Oxnard, Assessment District No. 2001-1 (Rice Avenue/Highway 101 Interchange), Limited Obligation Improvement Bonds, Series 2002, issued in the original aggregate principal amount of $15,125,000; providing for the reassessment of properties within said assessment district that constitute the security for such bonds; directing the preparation of report and other documents as required by the Refunding Act of 1984 for 1915 Improvement Act Bonds, Division 11.5 Of The California Streets And Highways Code; and making certain findings and determinations in connection therewith; 2) Adopt a resolution approving and confirming the reassessment report and reassessment, making findings in connection therewith, and ordering the refunding and reassessment in connection with Assessment District No. 2001-1 (Rice Avenue/Highway 101 Interchange); 3) Adopt a resolution authorizing the sale, issuance, and delivery of not more than $13,250,000 in principal amount of City Of Oxnard Assessment District No. 2001-1 (Rice Avenue/Highway 101 Interchange) Limited Obligation Improvement Refunding Bonds, Series 2012, and approving certain documents and authorizing certain actions in connection therewith; 4) Adopt a resolution authorizing the issuance and delivery of not more than $10,000,000 in principal amount of Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard 2012 Special Tax Refunding Bonds, and approving certain documents and authorizing certain actions in connection therewith; 5) Adopt a resolution authorizing the issuance and delivery of not more than $9,000,000 in principal amount of City of Oxnard Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) Special Tax Refunding Bonds, Series 2012, and approving certain documents and authorizing certain actions in connection therewith; and 6) That the City of Oxnard Financing Authority adopt a resolution authorizing the sale, issuance, and delivery of not more than $27,500,000 in principal amount of its Local Obligation Revenue Bonds (2012 Special District Bond Refinancings), Series A Senior Lien Bonds, and not more than $9,500,000 in principal amount of its Local Obligation Revenue Bonds (2012 Special District Bond Refinancings), Series B Subordinate Lien Bonds, and approving certain documents and authorizing certain actions in connection therewith.
Legislative Body: CC/FA Contact: Mike More Phone: 385-7480

P. PUBLIC COMMENTS ON REPORTS

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

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

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

C. CLOSED SESSION - (Continued from page 1)

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.

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

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

T. ADJOURNMENT

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 7/17/2012

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-1

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

DATE: July 11, 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 Friday prior to the Council meeting.

Item No.	Type	Department/Contact	Vendor/Agreement No.	Description/Purpose	Amount
A	Amendment	**Police Department**	**Northrup Grumman Systems**	**Maintenance Service for Computer Aided**	**$186,202**
		Keith Brooks	**Corporation**	**Dispatch and Records Management**	
		207-6841	Agreement No. A-6696	FY2012-13 maintenance services for Police and	
				Fire Computer Aided Dispatch and Records	
				Management systems hardware and software.	
				Total Contract Amount: $1,201,069	
				Funding Source: Measure "O" Funds	
B	**Task Order**	**General Services**	**Lauterbach & Associates**	**Architectural Services (on call)**	**$55,535**
		Ralph Alamillo	Agreement No. 5657-11-CM	Site identification/review and evaluation plan for	
		385-7821		new/enhanced senior center.	
				Total Contract Amount: $100,000	
				Funding Source: Measure "O" Funds	
C	**Task Order**	**Public Works**	**Sam Hill & Sons**	**Emergency Repairs to Sewers and Storm**	**$50,000**
		Lou Balderrama	Agreement No. A-7219	**Drains (on call)**	
		340-5358		Replace a 6-inch sewer line located along an	
				alley east of Arcadia Street, south of Oxnard	
				Blvd.	
				Total Contract Amount: $2,778,100	
				Funding Source: Wastewater Fund	
D	**Amendment**	**Information Systems**	**Portford Solutions**	**Electronic Document Imaging System**	**$140,000**
		Rich Benbrook	Agreement No. 5196-10-CM	Hardware and software licensing and support.	
		385-7432		Amendment will extend agreement for three years.	
				Total Contract Amount: $220,000	
				Funding Source: Internal Service Fund	
E	**Purchase Order**	**Public Works**	**Crump & Co.**	**Butterfly Valves and Fittings**	**$29,305**
		Lou Balderrama	Purchase Order No. 004076	Purchase of 36-inch and 42-inch size valves for	
		340-5358		Hueneme road Recycled Water Pipeline Project -	
				Phase I of the GREAT Program	
				Total Contract Amount: $29,305	
				Funding Source: Grants and Water Bonds	

ATTACHMENT #1
PAGE 1 OF 3

Item No.	Type	Department/Contact	Vendor/Agreement No.	Description/Purpose	Amount
F	**Task Order** **#15**	**Public Works** Lou Balderrama 340-5358	**Penfield & Smith** Agreement No. A-7425	**Engineering Services (on-call)** Engineering services for the Hueneme Road Recycled Water Pipeline weld inspection services. **Total Contract Amount: $500,000** **Funding Source: Bonds and Grant Funding**	**$60,000**
G	**Purchase Order**	**Public Works** Phil Gregoire 797-8219	**Zumar Industries, Inc.** Purchase Order No. 004083	**Street Signage Materials** Materials for street signs for FY2012-13 **Total Contract Amount: $100,000 (not to exceed)** **Funding Source: Gas Tax Fund**	**$100,000**
H	**Purchase Order**	**Public Works** Phil Gregoire 797-8219	**Safety Striping Service, Inc.** Purchase Order No. 004087	**Street Striping Materials** Street striping materials for FY2012-13 **Total Contract Amount: $75,000 (not to exceed)** **Funding Source: Gas Tax Fund**	**$75,000**
I	**Original Agreement**	**Public Works** Michelle Johnson 315-6369	**Toter, Incorporated** Agreement No. 5811-12-PW	**Waste, Recyclables, and Green Waste Containers** Replacement program for 96-gallon residential carts, lids, and wheels for waste, recyclables, and green waste. **Total Contract Amount: $100,000** **Funding Source: Solid Waste Operating Fund**	**$100,000**
J	**Amendment**	**Public Works** Jim Corella 385-8376	**Aqua-Tech Services** Agreement No. 5114-10-PW	**Water Backflow Prevention Assemblies** To extend expiration date to July 18, 2013 and add additional funding for water backflow prevention assemblies, testing and maintenance for City-owned devices and private devices when owners fail to comply with testing requirements. **Total Contract Amount: $225,000** **Funding Source: Water Security Contamination Prevention Fund**	**$75,000**

Item No.	Type	Department/Contact	Vendor/Agreement No.	Description/Purpose	Amount
K	**Original**	**Public Works**	**Oxnard School District**	**Replacement of Sewer Main**	**$100,000**
	Agreement	Lou Balderrama	Agreement No. A-7512	Between the City of Oxnard and the	
		340-5358		Oxnard School District for replacement	
				of a deteriorated City of Oxnard sewer	
				main traversing across Driffill Elementary	
				School within a City owned easement.	
				Total Contract: $100,000	
				Funding Source: Wastewater Funds	

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07 / 17 /2012

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

Prepared By: Cyndi Hookstra, Management Analyst III CH Agenda Item No. I-2

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

DATE: July 17, 2012

TO: City Council

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

SUBJECT: **Response to Ventura County 2011-2012 Civil Grand Jury Report Concerning Graffiti in Ventura County Cities Dated May 16, 2012 ("Grand Jury Report")**

RECOMMENDATION

That the City Council, pursuant to the provisions of Penal Code section 933(c), approve the Response to Grand Jury Report attached to this agenda report as the response of the governing body and Mayor of the City of Oxnard to the Grand Jury Report, and authorize the transmission of the response to the Presiding Judge of the Ventura County Superior Court.

DISCUSSION

In December 2011, the Civil Grand Jury sent a survey to all the cities in Ventura County asking for information about graffiti vandalism in their cities. The survey sent to the City was completed by Cyndi Hookstra and returned. The final report on graffiti vandalism in Ventura County was issued by the Civil Grand Jury on May 16, 2012, and requires a written response from the City within 90 days of this date.

FINANCIAL IMPACT

No financial impact.

(CLH)

Attachment #1 - Grand Jury Report and Response

Response to Grand Jury Report Form

Report Title: Graffiti in Ventura County Cities

Report Date: May 16, 2012

Response by: City of Oxnard **Title:** Mayor & City Council

FINDINGS

- I (we) agree with the findings numbered: FI-02, FI-03, FI-06, FI-07
- I (we) disagree wholly or partially with the findings numbered: ____________
  (Attach a statement specifying any portions of the findings that are disputed; include an explanation of the reasons therefor.)

RECOMMENDATIONS

- Recommendations numbered R-01, R-04 have been implemented.
  (Attach a summary describing the implemented actions.)
- Recommendations numbered ________________ have not yet been implemented, but will be implemented in the future.
  (Attach a timeframe for the implementation.)
- Recommendations numbered ________________ require further analysis.
  (Attach an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or director of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.)
- Recommendations numbered R-05 will not be implemented because they are not warranted or are not reasonable.
  (Attach an explanation.)

Date: 6-27-2012 Signed: ______________________________
Dr. Thomas E. Holden, Mayor

Number of pages attached 2

ATTACHMENT NO. 1
PAGE 1 OF 19

CITY OF

OXNARD

CALIFORNIA

Response to Grand Jury Report
Graffiti in Ventura County Cities
Final Dated May 16, 2012

RECOMMENDATIONS

R-01: The City of Oxnard has a division dedicated to removing graffiti and stickers from throughout the city via various methods. The City devised a restitution cost recovery plan in 2008 to recover the full cost of the providing the removal services to the residents of Oxnard.

R-04: The City of Oxnard utilizes City Corps to supervise youths serving court ordered community service hours to remove graffiti in the City. The City also supports the Community Labor Experience and Responsibility (C.L.E.A.R) program through the Ventura Youth Correctional Facility. This program is coordinated by a resident volunteer. It provides youth from the youth correctional facility in Camarillo who are within six months of parole, an opportunity to participate in community beautification projects and gain some work experience.

R-05: See the attached California Vehicle Code section 13202.6 (a) (1). The court has jurisdiction over the suspension of driver's license privileges for minors convicted of graffiti vandalism and should be on a case by case basis.

California Vehicle Code

13202.6. (a) (1) For every conviction of a person for a violation of Section 594, 594.3, or 594.4 of the Penal Code, committed while the person was 13 years of age or older, the court shall suspend the person's driving privilege for not more than two years, except when the court finds that a personal or family hardship exists that requires the person to have a driver's license for his or her own, or a member of his or her family's, employment, school, or medically related purposes. If the person convicted does not yet have the privilege to drive, the court shall order the department to delay issuing the privilege to drive for not less than one year nor more than three years subsequent to the time the person becomes legally eligible to drive. However, if there is no further conviction for violating Section 594, 594.3, or 594.4 of the Penal Code in a 12-month period after the conviction, the court, upon petition of the person affected, may modify the order imposing the delay of the privilege. For each successive offense, the court shall suspend the person's driving privilege for those possessing a license or delay the eligibility for those not in possession of a license at the time of their conviction for one additional year.

(2) A person whose driving privilege is suspended or delayed for an act involving vandalism in violation of Section 594, 594.3, or 594.4 of the Penal Code, may elect to reduce the period of suspension or delay imposed by the court by performing community service under the supervision of the probation department. The period of suspension or delay ordered under paragraph (1) shall be reduced at the rate of one day for each hour of community service performed. If the jurisdiction has adopted a graffiti abatement program as defined in subdivision (f) of Section 594 of the Penal Code, the period of suspension or delay ordered under paragraph (1) shall be reduced at the rate of one day for each day of community service performed in the graffiti abatement program when the defendant and his or her parents or legal guardians are responsible for keeping a specified property in the community free of graffiti for a specified period of time. The suspension shall be reduced only when the specified period of participation has been completed. Participation of a parent or legal guardian is not required under this paragraph if the court deems this participation to be detrimental to the defendant, or if the parent or legal guardian is a single parent who must care for young children. For purposes of this paragraph, "community service" means cleaning up graffiti from any public property, including public transit vehicles.

(3) As used in this section, the term "conviction" includes the findings in juvenile proceedings specified in Section 13105.

(b) (1) Whenever the court suspends driving privileges pursuant to subdivision (a), the court in which the conviction is had shall require all drivers' licenses held by the person to be surrendered to the court. The court shall, within 10 days following the conviction, transmit a certified abstract of the conviction, together with any drivers' licenses surrendered, to the department.

(2) Violations of restrictions imposed pursuant to this section are subject to Section 14603.

(c) The suspension, restriction, or delay of driving privileges pursuant to this section shall be in addition to any penalty imposed upon conviction of a violation of Section 594, 594.3, or 594.4 of the Penal Code.

Rec'd 5/23/12

Grand Jury
800 South Victoria Avenue
Ventura, CA 93009
(805) 477-1600
Fax: (805) 658-4523
grandjury.countyofventura.org

county of ventura

May 10, 2012

City Council, City of Oxnard
% Karen Burnham, City Manager
305 W. Third Street L#5240
Oxnard, CA 93030

Re: Graffiti in Ventura County Cities

Dear Ms. Burnham:

Enclosed please find a copy of the subject report by the 2011-2012 Ventura County Civil Grand Jury.

This report is provided to you two working days prior to its public release in accordance with the provisions of Penal Code section 933.05(f). Please note that under the provisions of that code section no officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to public release by the Grand Jury.

The Grand Jury requests that you respond in writing to the Findings and Recommendations contained in the report pursuant to Penal Code sections 933(c) and 933(d). Penal Code sections 933.05(a) and 933.05(b) are specific as to the format of the responses. A form showing the required format is enclosed. The Penal Code is also specific about the deadline for responses. You are required to submit your response within **90** days to the Presiding Judge of the Superior Court as follows:

The Honorable Vincent J. O'Neill, Jr.
Presiding Judge, Superior Court of California
County of Ventura
800 S. Victoria Avenue
Ventura, CA 93009

Please send a copy to the undersigned at the address below:

Foreman, Ventura County Grand Jury
800 S. Victoria Avenue
Ventura, CA 93009

Responses are public records. The clerk of the agency affected must maintain a copy of your response. Should you have any questions, please contact me at the above address or at one of the numbers below.

Sincerely,

David H. Gale

David H. Gale, Foreman
2011-2012 Ventura County Grand Jury
(805) 477-1600
David.Gale@ventura.org

Enclosures: Response to Grand Jury Report Form

Ventura County Grand Jury
2011 - 2012

Final Report

Graffiti in Ventura County Cities

May 16, 2012

Graffiti in Ventura County Cities

Summary

It is well documented that the direct costs associated with the crime of graffiti vandalism are increasing not only within the ten Cities of Ventura County (Cities) but across the country.

The 2011-2012 Ventura County Grand Jury (Grand Jury) decided to examine the current direct cost impact on the Cities based on the numerous incidences of graffiti occurring in these communities.

All Cities, with the exception of the City of Ojai (Ojai), reported graffiti as a significant source of financial impact on their city budget. The eight Cities reporting direct costs for their graffiti programs spent over $1.5 million in the 2010/2011 Fiscal Year (FY). The Cities continue year after year to develop programs to prevent and abate this unwanted impact to their communities. Increasing sums of tax dollars are invested in graffiti abatement.

The Ventura Council of Governments (VCOG)[1] held a Graffiti Summit in December 2007. The VCOG has yet to follow up on any of the roundtable recommendations established during this 2007 summit.

The Grand Jury recommends that the Cities aggressively pursue the recovery of their costs when individuals are convicted of graffiti vandalism.

The Grand Jury further recommends that the VCOG schedule a follow-up to the 2007 Graffiti Summit for the purpose of completing the roundtable recommendations previously established and to allow the Cities, and others, to share their current "best practices" toward fighting graffiti.

Finally, the Grand Jury recommends that the Cities follow Port Hueneme's and Santa Paula's example and amend their city codes regarding graffiti to include provisions for the city to petition the sentencing court for the delay or suspension of driving privileges for those convicted of graffiti vandalism.

Background

Graffiti is everywhere. Every city, every country, nearly every continent has been scarred by graffiti. The cost of graffiti eradication has significantly increased over the years. In the early 1990s, it was estimated that graffiti eradication costs in the United States (U.S.) were approximately $8 billion per year. By the latter part of the 1990s this had risen to $15 billion per year. In June 2008, experts estimated the annual cost of graffiti eradication in the U.S. would be $25 billion. [Ref-01]

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[1] A voluntary joint powers authority representing the ten cities of Ventura County as well as the County. VCOG's goal is to facilitate cooperative sub-regional and regional planning, coordination and technical assistance on issues of mutual concern.

On the 5th of December 2007, the VCOG held a Graffiti Summit with the intention of sharing each city's "best practices" for combating the graffiti problem.

The summit included representatives of the Cities, the Ventura County Superior Court, the District Attorney, and the County Probation Department. Additional stakeholders in attendance included: Ventura County Transportation Commission, Caltrans, Moorpark School District, Pleasant Valley Recreation and Parks District, Southern California Edison, County of Santa Barbara, Moorpark Graffiti Coalition, Ventura Police Department, and Ventura County Watershed Protection District.

The Graffiti Summit addressed such issues as: characteristics, locations, perpetrators, impacts, identified trends, and general strategies to address the problem of graffiti.

The major "Consensus Points" as identified in the 2007 Graffiti Summit Summary were:

- Caltrans and the railroads should participate in graffiti abatement
- graffiti programs should include prevention strategies, identification of at-risk youth, involve the school districts and school curriculum
- newer technologies should be incorporated into graffiti abatement programs
- VCOG will set up a follow-up meeting with principals of each city to discuss best practices and strategies, and to put together a model countywide graffiti ordinance

The Grand Jury decided to examine the current impacts on the Cities due to the continued occurrences of graffiti vandalism throughout these communities. The Cities were selected to provide some direct measure of the cost of graffiti removal over a five-year period (2007-2011).

It should be clearly noted that graffiti vandalism is not confined to just the Cities; it appears throughout the unincorporated areas of the County. While the report is directed to funds spent by Cities on graffiti eradication, other public and private areas are also impacted by graffiti vandalism. Throughout the County, schools, parks, libraries, public utilities, and private properties are also subjected to this crime.

Methodology

The Grand Jury developed and mailed to the Cities a Graffiti Survey, to determine the impacts of graffiti vandalism on each city. The Grand Jury also reviewed the extensive information available on the internet. (Att-01)

Facts

FA-01. There are four major types of graffiti vandalism; these include:

- *Gang graffiti*, used by gangs to mark turf or convey threats of violence

- *Tagger graffiti*, from high-volume simple hits to complex "street art"
- *Conventional graffiti*, isolated or spontaneous acts of "youthful exuberance," but sometimes malicious or vindictive
- *Ideological graffiti*, political or hate graffiti, which conveys political messages or racial, religious, or ethnic slurs [Ref-02]

FA-02. Graffiti locations are characterized by the absence of anyone with direct responsibility for the area. This includes public areas, schools, vacant buildings, and buildings with absentee landlords. [Ref-02]

FA-03. Vandals often target locations with poor lighting and little oversight by police or security personnel. [Ref-02]

FA-04. Some targets and locations are particularly vulnerable to graffiti. These include:

- easy-to-reach targets, such as signs
- freeway overpasses or other particularly hard-to-reach locations
- highly visible locations, such as building walls
- locations where a wall or fence is the primary security, and where there are few windows, employees, or passersby
- locations where oversight is cyclical during the day or week
- mobile targets, such as trains or buses
- places where gang members congregate

[Ref-02]

FA-05. Graffiti offenders most often use spray paint. They may also use large markers or tools for etching on glass surfaces. [Ref-02]

FA-06. Participation in graffiti vandalism may be an initial or gateway offense from which offenders may graduate to more sophisticated or harmful crimes. [Ref-02]

FA-07. Graffiti vandalism is sometimes associated with truancy, drugs, and alcohol. Graffiti offenders who operate as members of gangs or crews may also engage in physical violence. [Ref-02]

FA-08. Government Code section 53069.3 defines graffiti as "any unauthorized inscription, word, figure, mark, or design that is written, marked, etched, scratched, drawn, or painted on any real or personal property." This section of the law also gives the authority for local jurisdictions to pass ordinances for the control and removal of graffiti. [Ref-03]

FA-09. Penal Code section 594, in part, states:

(a) Every person who maliciously commits any of the following acts with respect to any real or personal property not his or her own, in cases other than those specified by state law, is guilty of vandalism:

(1) Defaces with graffiti or other inscribed material.

(2) Damages.
(3) Destroys.

Penal Code section 594 also provides the criminal penalties for violation of the code. [Ref-04]

FA-10. As indicated in the responses to the Graffiti Survey, Attachment 1, all Cities, with the exception of Ojai, reported graffiti as a significant source of financial impact on their city budget.

FA-11. The financial impact on city budgets for graffiti removal for FY 2010–2011 is shown in the table below. The City of Moorpark did not specifically budget or track costs for graffiti removal, but reported it as a fiscal impact in their response.

City		2010/11
Camarillo	$	69,682.00
Fillmore	$	43,528.00
Oxnard	$	739,825.00
Port Hueneme	$	120,000.00
Santa Paula	$	102,235.00
Simi Valley	$	227,462.00
Thousand Oaks	$	91,830.00
Ventura	$	150,004.00

FA-12. There are other costs associated with graffiti vandalism. They are:

- homeowner costs - the California Realtors Association estimates purchase prices for homes decreased 20% in areas that are victimized by graffiti vandalism
- societal costs are the hardest to quantify. Decreased perception of safety, lower community pride, at risk youth, are all effects of vandalism in a community
- neighborhood and business impacts are as follows:
  - intimidates residents
  - scares away customers
  - discourages tourism
  - invites street gangs and other vandals
  - attracts crime in general

[Ref-01]

FA-13. The 2007 VCOG Graffiti Summit Summary described graffiti offenders as ". . . typically young males ranging in age from 15 to 23." It further stated that "Statistically, of that group, the majority are 16 years of age and younger." [Ref-05]

FA-14. A review of the VCOG agenda/minutes, posted on their website, revealed no information indicating that the VCOG has followed up on any of the roundtable recommendations established during the 2007 summit.

FA-15. Each of the Cities has either a City Ordinance and/or a separate control/abatement plan to address graffiti vandalism.

FA-16. Graffiti control/abatement plans typically provide for some or all of the following elements:

- graffiti hotline
- graffiti taskforce
- timely removal of graffiti
- educational materials for both children and their parents
- information regarding the potential penalties for graffiti violations
- provide graffiti removal kits to volunteer groups
- tips for graffiti prevention

FA-17. Each city has an ordinance addressing graffiti abatement. These ordinances contain some or all of the following elements:

- fines and/or incarceration
- restitution costs
- community services in lieu of fines
- rewards for information leading to arrest and conviction
- parental liability
- suspension or delay of driving privileges

(Att-02)

FA-18. A volunteer group, Sheriff's and Youth Graffiti Removal Incident Team (SAY GRIT), has provided invaluable services to the Ventura County Watershed Protection District by the removal of graffiti in flood-control facilities within the Moorpark area. [Ref-06]

Findings

FI-01. Graffiti vandalism is a crime. (FA-08, FA-09)

FI-02. With the exception of Ojai, graffiti represents a significant financial impact in all the other Cities. (FA-11)

FI-03. The eight cities reporting direct costs for abatement programs, reported total costs in excess of $1.5 million in FY 2010/2011. (FA-11)

FI-04. Intangible factors make the overall cost of graffiti abatement impossible to calculate. (FA-12)

FI-05. The VCOG has yet to follow up on any of the roundtable recommendations established during the 2007 summit. (FA-14)

FI-06. There is no "one size fits all" graffiti abatement program for the Cities. The Cities' abatement plans vary. (FA-16)

FI-07. Only the city ordinances for the cities of Port Hueneme and Santa Paula contain provisions for the city to petition the sentencing court for the delay or suspension of driving privileges for those convicted of graffiti vandalism, as allowed for in the state vehicle code. (FA-17) [Ref-04] [Ref-07]

FI-08. Some of the graffiti abatement programs utilize volunteer groups. (FA-18)

Recommendations

R-01. The Cities should aggressively pursue the recovery of costs from the individual(s) convicted of graffiti vandalism. (FI-02, FI-03)

R-02. The VCOG should schedule a follow-up to the 2007 Graffiti Summit for the purpose of updating and/or completing the roundtable recommendations previously established and to allow participants to share their current "best practices." (FI-05)

R-03. The VCOG should expand summit participation to include all entities that may experience graffiti damage. In addition to the 2007 Graffiti Summit participants, the following should be included: various volunteer organizations; railroads within the County; public transportation entities; and other special districts in the County. (FI-05)

R-04. The Cities should enlist the assistance of volunteer groups within the County for graffiti abatement. Such groups might include: Sheriff's and Youth Graffiti Removal Incident Team; Keep America Beautiful; and various civic groups. (FI-07)

R-05. The Cities, with the exception of Port Hueneme and Santa Paula, should amend their city codes regarding graffiti vandalism to include provisions for the city to petition the sentencing court for the delay or suspension of driving privileges for those convicted of graffiti vandalism, as allowed for in the state vehicle code. (FI-08) [Ref-07]

Responses

Responses Required From:

City Council, City of Camarillo (FI-02, FI-03, FI-06, FI-07) (R-01, R-04, R-05)

City Council, City of Fillmore (FI-02, FI-03, FI-06, FI-07) (R-01, R-04, R-05)

City Council, City of Moorpark (FI-02, FI-06, FI-07) (R-01, R-04, R-05)

City Council, City of Ojai (FI-06, FI-07) (R-01, R-04, R-05)

City Council, City of Oxnard (FI-02, FI-03, FI-06, FI-07) (R-01, R-04, R-05)

City Council, City of Port Hueneme (FI-02, FI-03, FI-06, FI-07) (R-01, R-04)

City Council, City of Santa Paula (FI-02, FI-03, FI-06, FI-07) (R-01, R-04)

City Council, City of Simi Valley (FI-02, FI-03, FI-06, FI-07) (R-01, R-04, R-05)

City Council, City of Thousand Oaks (FI-02, FI-03, FI-06, FI-07) (R-01, R-04, R-05)

City Council, City of Ventura (FI-02, FI-03, FI-06, FI-07) (R-01, R-04, R-05)

Responses Requested From:

Chairperson, Ventura Council of Governments (FI-05) (R-02, R-03)

References

Ref-01. GRAFFITI 911 website. *Graffiti Facts: Costs of Graffiti.* http://www.graffiti911.com/costs.php (accessed March 25, 2012).

Ref-02. Weisel, Deborah. "Graffiti". U. S. Department of Justice, Office of Community Oriented Policing Services. August 2004 2012. http://www.cops.usdoj.gov/Publications/e07042448_09update.pdf (accessed March 23, 2012).

Ref-03. Official California Legislative Information website. *Government Code section 53069.3* http://law.onecle.com/california/government/53069.3.html (accessed March 24, 2012).

Ref-04. Official California Legislative Information website. *Penal Code section 594* http://law.onecle.com/california/penal/594.html (accessed March 24, 2012).

Ref-05. Ventura Council of Governments. *2007 Graffiti Summit.* "Summary." December 5, 2007. http://www.venturacog.org/documents/GraffitiSummitSummary.pdf (accessed March 22, 2012).

Ref-06. Willer-Allred, Michele. "New youth group removing graffiti in Moorpark." *Ventura County Star.* February 22, 2012. http://www.vcstar.com/news/2012/feb/22/new-youth-group-removing-graffiti-in-moorpark/?print=1 (accessed March 23, 2012).

Ref-07. Official California Legislative Information website. Vehicle Code section 13202.6 http://law.onecle.com/california/vehicle/13202.6.html (accessed March 24,2012).

Attachments

Att-01. Graffiti Survey

Att-02. Elements of the Cities' Ordinances

Glossary

TERM	DEFINITION
Camarillo	City of Camarillo
Cities	The ten cities within the County of Ventura: Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, Santa Paula, Simi Valley, Thousand Oaks, Ventura
County	County of Ventura
Fillmore	City of Fillmore
Grand Jury	2011-2012 Ventura County Grand Jury
Moorpark	City of Moorpark
Ojai	City of Ojai
Oxnard	City of Oxnard
Port Hueneme	City of Port Hueneme
Santa Paula	City of Santa Paula
Sheriff	Ventura County Sheriff
Simi Valley	City of Simi Valley
State	State of California
Thousand Oaks	City of Thousand Oaks
VCOG	Ventura Council of Governments
Ventura	City of Ventura

Attachment 01

Graffiti Survey

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Attachment 02

Elements of the Cities' Ordinances

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Elements of the Cities Ordinances

City	Fine	Incarceration	Restitution Costs*	Community Service.	Reward	Parental Liabilty	Driving Privileges
Camarillo	Not to exceed $1,000	Not to exceed 6 mo.	x		x	x	
Fillmore	Not to exceed $1,000	Not to exceed 6 mo.	x	x	x	x	
Moorpark	Infraction $100/300/500** Misdemeanor Not to exceed $1,000	Not to exceed 6 mo.	x	x	x	x	
Ojai	$50/100/250**	Not to exceed 6 mo.	x		x	x	
Oxnard	$1,000		x	x	x	x	
Pt Heuneme	Not to exceed $1,000		x	x	x	x	x
S. Paula	$100/300/500**		x	x		x	x
Simi	Not to exceed $1,000	Not to exceed 6 mo.	x	x	x	x	
T.O.	Infraction $100/300/500** Misdemeanor Not to exceed $1,000	Not to exceed 6 mo.	x		x	x	
Ventura	Infraction $100/300/500** Misdemeanor Not to exceed $1,000	Not to exceed 6 mo.	x		x	x	

*Restitution may include- Admin., Removal, and Prosecution Costs
** Fines for 1st, 2nd and subsequent convictions

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 7/17/2012

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

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

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

DATE: July 9, 2012

TO: City Council

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

SUBJECT: **Recognize Federal Revenue and Appropriate Federal Transit Administration Grants for the Projects "Victoria Route Bus Stops" and "Transit Stops 2012-2015"**

RECOMMENDATION

That City Council:

1. Recognize federal revenue and appropriate funds in the amount of $272,000 from the Ventura County Transportation Commission (VCTC) and the Federal Transit Administration (FTA) to "Transit Stops 2012-2015" Project No. 133110 for design and construction of transit stop enhancements at the following locations in the City: Esplanade Drive west of Vineyard Avenue, the southwest corner of Vineyard Avenue and Esplanade Drive, and East Ventura Boulevard east of Paseo Mercado.

2. Recognize federal revenue and appropriate funds in the amount of $375,000 from the VCTC and the FTA to "Victoria Route Transit Stops" Project No. 133108 for design and construction of transit stops for the three-year demonstration bus route on Victoria Avenue and Channel Islands Boulevard for Gold Coast Transit.

DISCUSSION

On April 13, 2012 the VCTC approved the City's applications for Congestion Mitigation Air Quality Improvement (CMAQ) grants for transit stops in the City, including the new demonstration route for Gold Coast Transit service on Victoria Avenue and Channel Islands Boulevard The grants require matching funds of $83,790 from the Air Pollution Buy-Down funds. Expenditures are reimbursed by the VCTC. The projects include design and construction of 13 transit stops for the new Victoria Route, and transit stop improvements at two stops at Esplanade Drive west of Vineyard Avenue, one stop at the southwest corner of Vineyard Avenue and Esplanade Drive, and one stop at East Ventura Boulevard east of Paseo Mercado. Improvements include bus shelters, benches, and bike racks. The projects are a categorical exclusion Type II(c) under the National Environmental Policy Act. They are categorically exempt under the California Environmental Quality Act (CEQA). The projects were listed in the Federal Transportation Improvement Program in June 2012. The Victoria Route is expected to start operations in February 2013. VCTC staff advised the City has authority to work on both projects under the FTA's blanket pre-award authority. VCTC expects their FTA grant application will be approved in December 2012. City Council Agreement No. A-5800 approved on February 28, 2000, and effective beginning April 1, 2000, is a cooperative agreement with VCTC that governs the funding and program management for FTA grants to the City.

FINANCIAL IMPACT

If approved, funds in the amount of $272,000 will be appropriated to "Transit Stops 2012-2015" Fund 275, Project No. 133110, and $375,000 will be appropriated to "Victoria Route Transit Stops" Fund 275, Project No. 133108 as requested in the attached special budget appropriation. Matching funds from the Air Pollution Buy-Down Fund will be included in the Fiscal Year 2012-13 capital budget.

CD

Attachment #1 - Special Budget Appropriation

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Development Services **Date:** July 9, 2012
Project/Program Manager: Cynthia Daniels **Phone:** 7871

Reason for Appropriation:

Design and construct transit stops and related improvements for new and existing bus routes for Gold Coast Transit.

Accounts and Descriptions		**AMOUNT**
Fund: FEDERAL TRANSPORTATION MULTI-YEAR GRANT (275)		
Revenues/Transfers In		
Transit Services CIP - Transit Stops 2012- 2015 (Project 133110)		
275-3125-531.72-01	FEDERAL GRANT REVENUES	272,000
Transit Services CIP - Victoria Rt. Transit Stops (Project 133108)		
275-3125-531.72-01	FEDERAL GRANT REVENUES	375,000
	Sub-total Revenues	647,000
Expenditures/Transfers Out		
Transit Stops 2012-2015 (133110)		
275-3125-826.84-51	SERVICES FROM OTHER PROGRAMS	24,000
275-3125-826.86-04	IMPROVEMENTS NOT BLDG--NEW	248,000
Victoria Rt. Transit Stops (133108)		
275-3125-826.84-51	SERVICES FROM OTHER PROGRAMS	31,000
275-3125-826.86-04	IMPROVEMENTS NOT BLDG--NEW	344,000
	Sub-total Expenditures	647,000
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**647,000**

Approvals

Department Director ______________________

Chief Financial Officer James [signature] ______________________

City Manager ______________________

ATTACHMENT 1
PAGE 1 OF 1

REQUIRES CITY COUNCIL AUTHORIZATION

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

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/17/2012

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

LB
Prepared By: Lou Balderrama, City Engineer   Agenda Item No. I-4

Reviewed By: City Manager   City Attorney   Finance   Public Works

DATE: July 5, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works

SUBJECT: **Third Amendment to the Consulting Services with CH2M Hill, Inc. for the Advanced Water Purification Facility (Agreement No. A-6841)**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Third Amendment to the Consulting Services Agreement with CH2M Hill, Inc. (Agreement No. A6841) to increase the amount by $219,531 for a total of $9,151,435 for extended post design services, Advanced Water Purification Facility optimization, architectural services, storm water treatment technical memorandum, and determination of a total dissolved solids surcharge fee.

DISCUSSION

On March 13, 2007, the City Council approved Agreement No. A-6841 with CH2M Hill in the amount of $4,894,411for the final design of the Advanced Water Purification Facility (AWPF) Phase 1. In June 2008, the City was informed it had received a $20 million grant from the Federal Bureau of Reclamation (BOR) for the Groundwater Recovery Enhancement and Treatment (GREAT) Program. The grant had several requirements, one key element was a 2-year timeline to spend the grant funds. In order to fit into the tight deadlines, the AWPF construction schedule estimated at 3 years had to be compressed into a 2-year period. Staff determined that several long-lead items would need to be procured ahead and/or concurrent with the solicitation of construction bids for the process plant. On September 16, 2008, Council approved a First Amendment in the amount of $3,879,885 for additional design services required to develop specifications and coordinate pre-procured vendor contracts dealing with the Micro Filtration/Ultraviolet Filtration (MF/UF) filters, the membranes, electrical control systems, and Ultra Violet (UV) disinfection systems, and set up and monitor the AWPF pilot testing program, as well as provide support services during the pre-bid period . On February 8, 2011, Council approved a Second Amendment in the amount of $157,608 for the re-design of the administration building, providing civil, architectural, and structural modifications.

The Third Amendment in the amount of $219,531 is required to address several mechanical systems and operational changes made during the construction of the AWPF. There was a change from the initial design of using 2 pressure systems (high pressure to the north and low pressure to the east) to a more efficient single pressure output system. Engineering staff determined that the high and low pressure systems could be combined into a single medium pressure system and feed both the Ventura Road recycled water line heading north, and the recycled water line heading east on Hueneme Road. The Consultant will review the aggregate changes made to insure proper operating parameters. The amendment also addresses the time extension of the construction contract due to weather, change orders, and their impacts. The tasks are detailed in Exhibit A3 –Scope of Work. A summary of the additional work items included in the Third Amendment to the agreement is listed below:

TASK 7 – AWPF Additional Project Meetings ($26,000)

TASK 8 – AWPF Additional Submittal Reviews ($26,904)

TASK 9 - AWPF Additional Architectural Design Services ($42,305)

> This task is for the Signage Program, Exhibit System, Monument Sign and Front Plaza Coordination, and for Preliminary Design of the Wetlands Interpretive Center.

TASK 10 – AWPF Optimization ($40,000)

> The Consultant will provide technical assistance with operational procedures during the first year of AWPF operation and will assist in optimizing the system performance for various scenarios and flows.

TASK 11 – Storm Water Treatment Technical Memorandum ($23,726)

> The City is evaluating options for storm water management that includes treatment of flow from the Oxnard Industrial Drain and the J-Street Drain. One option is to route flow through the Advanced Water Purification Facility. The feasibility of treating storm water flow through the AWPF will be evaluated.

TASK 12 – Determination of Total Dissolved Solids Surcharge Technical Memorandum ($39,100)

> The City has experienced an increase in the Total Dissolved Solids (TDS) concentration of the secondary effluent from the wastewater treatment facility. To this end, the City is considering establishing a surcharge for wastewater that has a high TDS concentration. This Technical Memorandum (TM) will define the threshold for establishing a TDS surcharge for existing sewer users. Identification of the high TDS impact on the operation and design of the Reverse Osmosis (RO) process, and impact to the activated sludge process will form the basis for the TDS surcharge. The Consultant will define the baseline conditions and establish Operation & Maintenance (O&M) costs for the Base-line, evaluate the impact of high TDS concentrations on RO performance and O&M Costs, and prepare a Technical Memorandum.

TASK 13 - Project Management for Tasks 10 thru 12 ($21,096)

The purpose of this task is to manage, coordinate and lead the Consultant's team activities and perform administration of the finished-water pump station evaluation services.

FINANCIAL IMPACT

Funds are available in the AWPF Project No. 066010 from the 2010 Series Water Revenue Bonds Account No. 609-6553-821-8209 and from the Title 16 Federal Bureau of Reclamation Grant 276-6553-821-8209 for the cost of $219,531 from the Third Amendment.

Attachment #1 - Third Amendment to Agreement No. A-6841

THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Third Amendment ("Third Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 17th day of July, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and CH2M Hill, Inc. ("Consultant"). This Third Amendment amends the Agreement entered into on March 6, 2007, by City and Consultant. The Agreement previously has been amended on September 9, 2008, by a First Amendment, and on February 8, 2011, by a Second Amendment.

City and Consultant agree as follows:

1. In Section 14a of the Agreement, the figure "$8,931,904" is deleted and replaced with the figure "$9,151,435."
2. In Section 12 of the Agreement, the date "December 31, 2012" is deleted and replaced by the date "December 31, 2013."
3. Exhibit A, A1 and A2 are supplemented by Exhibit A3, attached hereto, and incorporated herein by reference.
4. Exhibit B is supplemented by Exhibit B1, attached hereto, and incorporated herein by reference.
5. Exhibit C is supplemented by Exhibit C1, attached hereto, and incorporated herein by reference.
6. Consultant agrees that the execution of this Third Amendment by the City and the performance of the obligations hereunder by either party shall not be construed as and are not a waiver of any claims City may now have or which may have against Consultant related to the Agreement or the project described in the Agreement. All such claims and potential claims are expressly reserved by the City.
7. 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 Public Works Director

Lou Balderrama, City Engineer

CONSULTANT

Terry L Foreman

Terry L. Foreman, Vice President

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO FORM:

for

Alan Holmberg, City Attorney 1·9·12

APPROVED AS TO AMOUNT:

Karen R Burnham

Karen R. Burnham, Interim City Manager

EXHIBIT A3
City of Oxnard AWPF
Advanced Water Purification Facility
Design Contract Amendment

SCOPE OF WORK

TASK 7 ADVANCED WATER PURIFICATION FACILITY ADDITIONAL PROJECT MEETINGS ($26,000)

Work will include time to attend weekly meetings for one (1) person for four months. Meetings include weekly or bi-weekly construction meetings, weekly change order and other project construction related meetings. Eighteen (18) meeting days

TASK 8 ADVANCED WATER PURIFICATION FACILITY ADDITIONAL SUBMITTAL REVIEW ($26,904)

Work will include time to review 61 submittals more than two times. Cost is estimated based on two (2) hours for each additional review.

TASK 9 ADVANCED WATER PURIFICATION FACILITY ADDITIONAL ARCHITECTURAL DESIGN SERVICES ($42,305)

Task 9.1 Signage Program

a. Coordination with City staff on 'way-finding' signage to augment guided tours of AWPF.
b. Coordination with City staff on 'educational-oriented' signage that will compliment visitor exhibits.
c. Provide drawings denoting locations and design of signage.
d. Provide coordination as required with sign company or coordinator hired to do final design & construction of signs.
e. Two (2) meetings for coordination and one site coordination walk.

Task 9.2 Exhibit System

Work will include, but not be limited to, interactive and static exhibit systems for AWPF Visitors Center and Conference Center.

a. Assist Exhibit Consultant and the City on defining the Exhibit Program prior to deciding on the details and design of the exhibit system
b. Assist Exhibit Consultant and City staff on selecting/specifying the most appropriate interactive systems and programs to engage visitors
c. Provide CAD generated floor plans and 3-D modeling to delineate location, alternative scenarios, and final design of exhibits
d. To update Exhibit budget, provide support coordination with Exhibit Consultant and City staff

e. Three (3) meetings with the whole team to review, discuss and select the system most appropriate for the project

Task 9.3 Monument Sign and Front Plaza Coordination

Work will include coordination and design of monument signage structure at the AWPF entry plaza.

a. Assist City staff on refining an appropriate design and budget for an AWPF monument sign
b. Provide CAD generated site plan and 3-D modeling of alternative designs and views
c. Review design with Planning Department
d. Two (2) Meetings

Task 9.4 Preliminary Design of Wetlands Interpretive Center

Provide CAD generated site plan and 3-D modeling of alternative designs
Two (2) meetings

TASK 10 ADVANCED WATER PURIFICATION FACILITY OPTIMIZATION ($40,400)

The Advanced Water Purification Facility (AWPF) as designed will produce 6.25 MGD of Title 22 recycled water that is intended for groundwater recharge and other non-potable uses. During the initial year or more of operation, the demand for recycled water will be less than 6.25 MGD. Because the demand will be less than the design flow, the AWPF facility will need an interim operational strategy until the full demand is realized. The Operations Plan (Task 6) will provide a guide for initial operation of the AWPF. This task is for Consultant to provide technical assistance with operational procedures during the first year of AWPF operation and to assist in optimizing the system performance while delivering the lower flows. This task will be performed on an on-call basis with charges for time and expenses. The fee was estimated based on assistance to the City by a Consultant technology lead engineer of 10 hours per month for the first twelve months of operation following successful performance testing of the process systems.

TASK 11 STORMWATER TREATMENT TECHNICAL MEMORANDUM ($23,726)

The City is evaluating options for stormwater management that includes treatment of flow from the Oxnard Industrial Drain and the J-Street Drain. One option is to route flow through the Advanced Water Purification Facility. The feasibility of treating stormwater flow through the AWPF will be evaluated. Consultant will perform the following:

- Up to 2 Consultant staff will attend one meeting with the City to receive from the City the available stormwater flow and water quality information for the J-Street Drain and the Oxnard Industrial Drain

- Review stormwater flow data and water quality data
- Identify impacts of the stormwater quality on the AWPF treatment units including the Membrane Filtration (MF), Reverse Osmosis (RO), Ultra Violet/Advance Oxidation Peroxide (UV/AOP) and post treatment units
- Identify pretreatment requirements that may be necessary to treat the stormwater at the AWPF
- Identify requirements to direct and control stormwater flow to the AWPF
- Prepare a technical memorandum discussing the potential feasibility to treat stormwater through the AWPF
- Meet with City to review the draft Technical Memorandum and incorporate City review comments
- Submit final Technical Memorandum

Assumptions

- Information regarding the stormwater quality and flow for the J-Street Drain and Oxnard Industrial Drain is available and will be given to the Consultant by the City
- Consultant will not prepare a cost estimate for stormwater treatment

Deliverables

- Draft Technical Memorandum, five hard copies and one electronic pdf file
- Final Technical Memorandum, five hard copies and one electronic pdf file

TASK 12 DETERMINATION OF TOTAL DISSOLVED SOLIDS SURCHARGE (TDS) TECHNICAL MEMORANDUM ($39,100)

The City has experienced an increase in the TDS concentration of the secondary effluent from the wastewater treatment facility. To this end, the City is considering establishing a surcharge for wastewater that has a high TDS concentration. This Technical Memorandum (TM) will define the threshold for establishing a TDS surcharge for existing sewer users. Identification of the high TDS impact on the operation and design of the RO process, and impact to the activated sludge process will form the basis for the TDS surcharge.

The key objectives of this study are:

- Identification of a baseline TDS concentration for sewer users
- Identification of the impact of TDS above the baseline concentration in the RO treatment process
- Identification of the impacts of the TDS above the baseline concentrate in the activated sludge process

- Determination of a reasonable TDS surcharge ($/lb) that should be assessed to sewer users who discharge wastewater with TDS concentrations greater than the identified baseline strength.

The TM will recommend the maximum limit for TDS concentrations in wastewater based on the City's historical values and identify the cost of treatment for TDS. The cost for TDS treatment will be used to establish a surcharge for users who discharge above the maximum limit.
The design of the AWPF RO system was based on Oxnard Wastewater Treatment Plant (OWTP) wastewater characteristics identified in the contract documents for the purchase of the RO system in July 2007. This will be used to establish a baseline for TDS treatment. Consultant will estimate the operating cost of the RO system using the design conditions as specified in the contract documents. The estimated cost for the RO system and its operation relative to TDS will be determined and used to establish the cost of treatment.

The effect of increase in TDS concentration on the RO system size and operating costs will be used to determine the TDS threshold and determine a reasonable TDS surcharge ($/lb) that should be assessed to the sewer users who discharge wastewater with TDS concentrations greater than the identified base-line strength.

Consultant will perform the following tasks:

- Attend Meetings - Up to 2 Consultant staff will attend up to two meetings with the City to request information regarding the most recent industrial wastewater characterization and proposed changes in wastewater composition and to review pertinent information and assumptions.
- Define the Baseline Condition and Establish O&M Costs for the Base-line - The design wastewater characteristics as defined in the "Contract Documents for the purchase of Reverse Osmosis system", July 2007 will be used to define the baseline condition. The operating cost for the RO system will be calculated for the base-line condition.
- Evaluate the Impact of High TDS Concentrations on RO Performance and O&M Costs - Increased TDS concentration has impact on O&M costs of the RO. Generally every 100 mg/L increase in TDS will increase the RO feed pressure by 1 psi. The components of the TDS (i.e., bicarbonate ion (alkalinity), calcium, barium, sulfate, carbonate, fluoride) and silica content are important since they can limit RO recoveries and dictate pretreatment needs thereby influencing O&M cost of the RO system. At certain TDS concentration and water composition, the design RO water recovery and/or permeate water quality is no longer met. This point will be determined by using one of the proprietary RO design software such as ROSA, IMS design. Within the base-line and maximum allowable TDS range, up to five simulations will be performed to estimate O&M costs under varying TDS concentrations and compositions.
- Prepare TM - These O&M costs will then be used to determine a reasonable TDS surcharge ($/lb) that should be assessed to the sewer users who discharge wastewater with TDS concentrations greater than the identified base-line strength.

Deliverables

- Draft Report - Five hard copies
- Final Report - One electronic copy and five hard copies

Assumptions

- All meetings/workshops will be held in the City of Oxnard's wastewater facility. The City will bring all desired representatives at City's expense.
- The City will provide a copy of the most recent industrial wastewater characterization documents and proposed changes in wastewater composition for Consultant review
- The City will provide necessary historical plant records and lab reports.

TASK 13 PROJECT MANAGEMENT FOR TASKS 10 THRU 12 ($21,096)

The purpose of this task is to manage, coordinate and lead the Consultant's team activities and perform administration of the finished-water pump station evaluation services. Consultant will perform the following:

- Contract administration includes the activities associated with administration of the contract and coordination with the City. It will include communications with the City, preparation of monthly progress reports and billing statements, and record keeping.
- The Consultant's Project Manager will attend up to 6 meetings with the City to discuss progress of the work. This task also allocates time for internal project coordination meetings when appropriate. Consultant will prepare and distribute minutes of each meeting.

Deliverables

Monthly progress reports and invoices

EXHIBIT B1

PROJECT SCHEDULE

Task	Days to Complete after Notice to Proceed
Task 7 – AWPF Additional Project Meetings	244 days
Task 8 – AWPF Additional Submittal Reviews	244 days
Task 9 – AWPF Additional Architectural Services	182 days
Task 10 – AWPF Optimization	365 days*
Task 11- Stormwater Treatment TM	90 days
Task 12 – Determination of TDS Surcharge TM	90 days
Task 13 – Project Management Tasks 10-12	365 days

*For one year following successful performance testing of AWPF

EXHIBIT C1

Labor Rates Schedule

Functional Category	**Rate**
Principle-in-Charge	$270.00
Principal Professional	$247.00
Senior Project Manager	$228.00
Senior Engineer	$208.00
Project Engineer	$195.00
Staff Engineer	$168.00
Senior Technician II	$138.00
Senior Technician I	$161.00
Staff Technician	$126.00
Office/Clerical	$101.00

EXPENSES		
Expense Type	**Estimating Method**	**Rate**
Health & Safety Assessment *	Service Center	$1.75
Auto Mileage	Travel	Current IRS Rate
Auto Rental	Travel	Actual
Other Travel (FTR Guidelines)	Travel	Actual
Equipment Rental	Operating Expense	Actual
Postage/Freight	Operation Expense	Actual
Reprographics	Outside Service	Actual
Subcontractors	Outside Service	10%

* Assessment applies to all Health & Safety trained individuals

Rates subject to change on January 1, 2013

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 7 /17 /2012

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

Prepared By: Stephanie Diaz, Contract Planner SLD ______ Agenda Item No. L-1

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

DATE: July 9, 2012

TO: City Council

FROM: Susan L. Martin, AICP, Planning Manager
Development Services Department

SUBJECT: **Zone Text Amendment (PZ 10-580-01), Pertaining to Emergency Shelters, Transitional Housing, Supportive Housing and Farmworker Housing.**

RECOMMENDATION

That City Council approve the first reading by title only and subsequent adoption of an ordinance amending Chapter 16 of the City of Oxnard Code pertaining to homeless shelters, transitional housing, supportive housing and farmworker housing pursuant to Senate Bill 2.

SUMMARY

Pursuant to State requirements set forth in Senate Bill 2 (SB-2), the City must include homeless housing issues in the General Plan Housing Element and provide an implementation program through the zone code. This proposed zone text amendment (ZTA) will carry out the provisions of SB-2 and the Housing Element Implementation Plan. The text changes address definitions and zoning for homeless shelters, transitional housing, supportive housing and farmworker housing. According to SB-2, emergency shelters must be allowed by right in at least one zone. Supportive and transitional housing are to be addressed as residential uses and subject only to the restrictions that apply to other residential uses in the same zone. Full definitions of these uses are contained in the draft ordinance, see Attachment 3, Exhibit A.

DISCUSSION

1) On October 20, 2011 the Planning Commission held a public hearing on the proposed ordinance to address the ZTA which includes definitions plus the zones and permits that accommodate the land uses. They reviewed information compiled during study sessions and meetings with the interested parties and planning staff. The Planning Commission recommended approval to the City Council of the ZTA. The October 20, 2011 Planning Commission staff report is provided in Attachment 1. Subsequent to the Planning Commission's recommendation in 2011, issues related to the Commission's recommended draft ordinance were raised by members of the public, city staff, and the City's Commission on Homelessness. Due to the questions and new information collected, the

Planning Commission conducted a study session on June 7, 2012 to consider the new issues and provide some direction to planning staff for addressing the issues. The Commission then held a second public hearing on June 21, 2012 to address the new issues, including the wording of some definitions, as well as permits and restrictions for certain SB-2 land uses. The staff report for the June 21, 2012 hearing is provided in Attachment 2. The Planning Commission discussed the zones where several types of emergency shelters were to be located, associated permits, the proposed restriction of two parolees/probationers in unlicensed facilities and the definition of "family." The Planning Commission recommended changes to the draft ordinance that would broaden the zones and reduce the permitting requirements for temporary shelters and emergency shelters for families. The Commission also recommended removing the proposed parolee/probationer limitation until the Re-Entry Task Force that is considering these issues provides information or a recommendation to the City Council. The Planning Commission's recommendation is in Resolution No. 2012-13, Attachment 3. The following is an outline of the SB-2 land uses, the proposed zones and permit requirements as recommended by the Planning Commission:

a) Permanent Emergency Shelters for a six month or less stay: Permitted use in the Limited Manufacturing (M-L/M-LPD) zone; Allowed with a special use permit (SUP) in the Commercial-Light Manufacturing (C-M) and General Commercial (C-2) zones with operational standards.

b) Temporary Emergency Shelters for no more than four months (primarily winter warming): Permitted in M-L/M-L PD, C-M and C-2 zones.

c) Emergency Shelters for Families for homeless single parents with children and families for a six month stay or less: Permitted in M-L/M-L PD, C-M and C-2 zones with operational standards.

d) Transitional Housing, a multi-family (five units or more) land use providing housing for the homeless for up to two years. Permitted use in the Garden Apartment (R-3) and High Rise (R-4) zones pursuant to respective zone standards; Allowed with SUP in C-M and C-2 zones; On-site services for residents by administrative permit.

e) Supportive Housing for disabled and homeless residents. Permitted use with no on-site services in the Single-Family (R-1), Multiple-Family (R-2) and Mobile Home (MH-PD) zones pursuant to respective zone standards. May have on-site services for residents in Garden Apartment (R-3) and High Rise (R-4) zones with an administrative permit. Allowed upon approval of an SUP with on-site services in the C-2 and C-M zones. Subsequent to staff's preparation of the ordinance, the Legislature amended terms referenced in the statutory definition of "supportive housing." Accordingly, the ordinance has been modified to incorporate the statutory definition of "supportive housing," which was previously considered by the Planning Commission.

f) Farmworker Housing for low-income farmworkers. Permitted use in all residential zones; Allowed with an SUP in commercial zones.

During the Commission's June 21, 2012 meeting, the definition of "family" including the terms "single lease" and "group membership" were discussed as presented in the draft ordinance. The purpose of those terms was to assist in separating residential uses from commercial housing. The Commission removed language referring to the requirement for a "single lease" and "group membership" which had been proposed by staff to create a differentiation between "family" residential use and group living such as a boarding house. The definition of "family" as recommended, meets state law standards.

The resulting effects of the adoption of the ZTA were discussed by the Planning Commission. There are an unknown number of existing shelters in the city that fit the Emergency, Supportive and Transitional Housing definitions and could become out of compliance with zoning standards due to adoption of the SB-2 ordinance. Some facilities may have proper permits while others may not. Some facilities are located in zones that are compatible with the SB-2 ordinance. Others would not be allowed in their current zones or would require a Special Use Permit to operate. Other facilities may be non-conforming as they were developed prior to adoption of the current zone code. The Planning Commission supported the continuing operation of facilities in compliance with the SB-2 ordinance and the City's nonconforming use ordinance. Issues for existing facilities will be assessed on a case-by-case basis by staff to assist facilities to come into compliance with the SB-2 ordinance.

The intent of the proposed ZTA is to provide housing opportunities for homeless persons or those who are considered disabled, pursuant to State law (SB-2). As proposed, the ZTA will ensure that housing opportunities provide an environment which addresses support and/or recovery for homeless and disabled persons, while regulating housing-related businesses in order to provide consistency in commercial zones and to preserve the residential characteristics of residential neighborhoods.

FINANCIAL IMPACT

Those SB-2 housing facilities that require a permit will be charged the appropriate permit fee as adopted by the City Council for full recovery of the costs associated with permit processing. Policing and Code Compliance costs may be reduced as the housing facilities addressed in this zone text amendment will provide clear descriptions of the use, the proper zone and any permit requirements.

SLD/sld

Attachment #1- Planning Commission Staff Report, October, 20, 2011
#2 -Planning Commission Staff Report, June 21, 2012
#3 - Planning Commission Resolution No. 2012-13
#4 - Draft City Council Ordinance

Planning Division

PLANNING COMMISSION
STAFF REPORT

TO: Planning Commission

FROM: Stephanie Diaz, Contract Planner

DATE: October 20, 2011

SUBJECT: Planning and Zoning Permit No.10-580-01, (Zone Text Amendment), Amending Chapter 16 (Zoning) of the City Code Concerning Emergency Shelters, Transitional Housing, Supportive Housing and Farmworker Housing.

1) **Recommendation:** That the Planning Commission adopt a resolution recommending that the City Council approve Planning and Zoning Permit No.10-580-01for a zone text amendment, subject to certain findings.

2) **Project Description and Applicant:** Planning and Zoning Permit No.10-580-01 (zone text amendment) amending Chapter 16 (zoning) of the City Code to update the Zoning Ordinance to definitions and zoning related to homeless shelters, transitional housing, and supportive housing for low-income and disabled persons as well as farmworker housing, as required by State law (Senate Bill 2). The Planning Commission's action on this request is a recommendation to the City Council. Filed by the City of Oxnard, 214 South C Street, Oxnard CA, 93030

3) **Background Information:** On October 13, 2007, the State adopted Senate Bill 2 (SB-2) that became effective January 1, 2008. This bill strengthened statewide planning requirements for emergency shelters, transitional housing, supportive housing and farmworker housing. The bill provides that cities and counties implement the following:

   a) Emergency Shelters:

      1) Permanent Shelter. Provide a zone or zones where emergency shelters are allowed as a permitted use and which may include objective development standards.

      2) Temporary Shelter. The City has added temporary emergency shelters for winter warming shelters under the emergency shelter requirement.

b) Transitional Housing. This multi-family land use is to be considered a residential use of property and shall be subject only to those restrictions that apply to other residential dwellings of the same type and in the same zone. Provides housing for the disabled.

c) Supportive Housing. These land uses are to be considered residential uses of property and shall be subject only to those restrictions that apply to other residential dwellings of the same type and in the same zone. Provides housing for the disabled.

d) Farmworker Housing. Provide zone district(s) that permit housing for low-income farmworkers by right.

The City's Draft 2006-2012 Housing Element, currently being finalized, indicates that two to four percent of the City's population is in need of special housing accommodations to address homelessness or disabilities. The number of homeless persons in Oxnard changes seasonally and yearly. The latest count identified 638 homeless persons. According to recent information from the City's Housing Department inventory, there are facilities within the City serving approximately 223 persons in permanent emergency shelters, transitional housing, and supportive housing. A winter warming shelter serving 100 persons is operated during cold and wet winter weather. The City and Ventura County usually trade-off each year to provide a winter warming shelter depending on the availability of accommodations in each jurisdiction.

4) Environmental Determination: The California Environmental Quality Act (CEQA) does not apply to zone text amendment PZ 10-580-01 pursuant to Government Code 65583(a)(4)(B) regarding emergency shelter and the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, under Section 15061(b)(3) of the State CEQA Guidelines. Therefore, staff has determined that there is no substantial evidence that the project may have a significant effect on the environment and recommends that Planning Commission accept the Notice of Exemption (see Attachment B.)

5) Analysis:

General Discussion: Pursuant to State requirements, the City must include homeless housing issues in the General Plan Housing Element and provide an implementation program through the zone code. The proposed zone text amendment will carry out the provisions of Senate Bill No. 2 and related programs of both the adopted and the draft Housing Elements. In addition to the SB-2 land use terms, this zone text amendment adds definitions including "family" "probationer," "parolee" and "on-site services" while deleting the term "boarding house" to clarify the SB-2 and other housing types permitted in various zone districts. Definitions to be added,as well as the SB-2 land uses are contained in Attachment C.

6) General Plan Consistency: The proposed zone text amendment implements the City's current General Plan and Housing Element and carries out implementing programs for the Draft 2006-2014 Housing Element. The adoption of this zone code amendment is not dependent on the adoption of the Draft Housing Element and therefore can go forward at this time. Consistency with the current General Plan and Housing Element a well as the Draft 2006-2012 Housing Element are outlined below:

***GP Objective B2** (pg V-22)" Provide a variety of housing types throughout the City."*	The zone text amendment provides for four different housing types to be provided in residential, commercial and light industrial zones. Therefore, consistency with this policy may be found.
***HE Goal 2, Policy 2.2** (pg V-8) "Encourage the production of housing that meets all economic segments of the population. . ."*	The zone text amendment addresses types of housing that are not conventional and serve a portion of the City's population at the lowest economic level. Therefore, consistency with this policy may be found.
***HE Goal 3, Policy3.5** (pg V-9) "Encourage a County-wide fairshare approach for addressing the housing needs of homeless, farmworkers, low income households and special needs."*	This project increases the City's contribution to these special need housing needs. Therefore, consistency with this policy may be found.
***HE Program 8** (pgV-14)"Amend the Zoning Code to allow for emergency shelters and transitional housing."*	This project addresses zoning for emergency shelters and provides the ML zone to allow shelters by right. Transitional housing would be permitted in both residential and commercial zones. Therefore, consistency with this policy may be found.
***HE Program 17** (pg V-18)"Continue to implement [Homeless Assistance] Program"*	This project encourages the provision of permanent and temporary emergency shelters through zoning and permitting. Therefore, consistency with this policy may be found.
***Draft HE Policy G-3.7** "Examine and change zoning and related development standards to implement the Oxnard Homeless Assistance Program."*	This project addresses zoning for emergency shelters and provides the ML zone to allow shelters by right. Therefore, consistency with this policy may be found.
***Draft HE Policy G-5.4** "Support . . . programs for the homeless . . . "*	This project addresses zoning for emergency shelters and provides the ML zone to allow shelters by right. Therefore, consistency with this policy may be found.
Draft HE Program 9 "Farmworker Housing."	This project addresses zoning deed restricted farmworker housing consistent with the underlying zone district. Therefore, consistency with this policy may be found.
Draft HE Program 14 "Shelter Development Program."	This project addresses zoning for emergency shelters and provides the ML zone to allow shelters by right. Therefore, consistency with this policy may be found

7) Proposed Zone Districts and Permits for SB-2 Housing

a) Emergency Shelters:

(1)Permanent Emergency Shelters – *Proposed permitted use in the Limited Manufacturing (M-L/M-L PD) zone; Allowed with a special use permit (SUP) in the General Commercial (C-2), and Commercial-Light Manufacturing (C-M) zones.* Pursuant to State law, the City must provide a zone or zones where permanent emergency shelters are allowed as a permitted use. This zone text amendment provides for permanent emergency shelters to locate in the Limited Manufacturing (M-L and M-L PD) zones by right. This zone is suitable for permanent emergency shelters as land and buildings within the district are generally located near public transportation, medical services and commercial services. The commercial/industrial uses in the M-L zone are required to be located in enclosed buildings and much of the district contains newer buildings in a campus setting. The zone text amendment for emergency shelters is consistent with the M-L zone as residential uses are currently permitted in the zone, with an SUP. Attachment D illustrates maps that show the location of the M-L/M-L PD zones that would permit permanent emergency shelters. Staff and several members from the Commission on Homelessness and a community advocate conducted a "drive-around" through the large M-L zone districts located between Wooley Road/Rose Avenue/ Oxnard Boulevard, as well as south of Oxnard Boulevard at Norton and Albany Roads. A large number of existing buildings and six large vacant lots displayed "For Lease" or "For Sale" signs. A list provided to staff of places for sale or lease in the M-L zone included approximately 50 listings. In addition to the M-L zone, permanent emergency shelters would be allowed with a special use permit (SUP) in the General Commercial (C-2), and Commercial-Light Manufacturing (C-M) zones. These zones also provide access to transit and services. Due to the high commercial activity in these zones, a special use permit would be required for a permanent shelter. Pursuant to SB-2, objective standards may be adopted for permanent emergency shelters. Attachment E outlines the standards proposed in the zone text amendment.

2) Temporary Emergency Shelters – *Proposed permitted use with an administratively-approved Temporary Use Permit in the C-2, C-M and M-L zones.* Temporary shelters (primarily winter warming) are not addressed directly by the SB-2 legislation. However, after discussions regarding the need with City Housing staff and the Commission on Homelessness, the use was added to the zone text amendment. An administrative temporary use permit that is issued by the Planning Division would be required to locate this use in the proposed zones. Standards are not included in the zone text amendment for this use as operations could be addressed with the issuance of the temporary use permit.

b) Transitional Housing for Homeless Persons – *Proposed permitted use in the in Garden Apartment (R-3), & High Rise (R-4) zones. On-site services for residents by* *administrative permit; allowed upon approval of an SUP with on-site services in the C-2 and C-M zones.* SB-2 requires that transitional housing (five or more dwellings used as rental housing under a program of recirculation every two years to qualified recipients) be considered a residential use and subject only to those restrictions that apply to other residential dwellings of the same type in the same zone. Support services are provided to facilitate the movement of homeless persons and their families to permanent housing. The zone text amendment includes a definition for transitional housing that restricts the number of paroles and probationers in unlicensed facilities. This is intended to address potential crime and policing issues due to the State plan for early release of prisoners. Other cities have adopted such restrictions as well. Land uses similar to this type of housing has been problematic for City Code Compliance staff as some facilities operate as boardinghouses not multi-family residential uses. Therefore the zone text amendment removes the term "boardinghouse" so that use is no loner allowed in the City and will not be confused with transitional housing.

c) Supportive Housing for Low-Income Disabled – *Proposed permitted use with no on-site services in the Single-Family (R-1), Multiple-Family (R-2) and Mobile Home (MH-PD) zones. May have on-site services for residents in Garden Apartment (R-3) and High Rise (R-4) zones with an administrative permit. Allowed upon approval of an SUP with on-site services in the C-2 and C-M zones.* SB-2 requires supportive housing (no restriction on the type of dwelling) for low-income disabled persons to be considered a residential use and subject only to those restrictions that apply to other residential dwellings of the same type in the same zone. On-site or off-sire services associated with this use improve residents' health and to maximize their ability to live and work in the community. The law does not provide a restriction on the length of stay. The term "disabled" means low-income persons with special needs including mental disabilities, substance abuse or chronic health issues. The zone text amendment for this use also restricts the number of parolees and/or probationers that may live in an unlicensed supportive housing facility to two. As this housing is not intended to operate or be configured as a "boardinghouse," this term is proposed to be deleted from the zone code. As is the case with transitional housing, "supportive-type" housing has been problematic for City Code Compliance staff if it operates as a boardinghouse not single-family or multi-family residential uses. "Boardinghouse" will no longer be a permitted residential use. Supportive housing will need to operate subject to the restriction applied to residential uses in the subject zone.

d) Farmworker Housing (Deed Restricted) – *Permitted use in all residential zones, pursuant to respective zone standards; Allowed with an SUP in commercial zones where housing uses require an SUP.* Farmworker housing is addressed by SB-2 as a component need for low, very-low, and extremely-low income housing. Housing in any zone can be rented or owned by farmworkers. The zone text amendment addresses housing that is deed-restricted for farmworkers.

8) Summary: The intent of the proposed zone text amendment is to provide housing opportunities for homeless persons or those who are considered disabled while complying with State law. As proposed the code amendment will ensure that housing opportunities provide an environment which addresses support and/or recovery for homeless and disabled persons, while regulating housing-related businesses in order to preserve the residential characteristics of residential neighborhoods.

9) Community Input: Over the last two years Planning staff has conducted outreach on the SB-2 housing issues. Planning staff held a workshop attended by advocates for farmworkers, the homeless, the disabled and low income persons. Additionally, five presentations and discussions were held with the Commission on Homelessness, some in conjunction with the Draft Housing Element. Persons in these groups provided helpful information on these housing types and stated a great need for shelters, low-income housing, as well as housing for the disabled and farmworkers. They requested that the SB-2 housing types be permitted by right in all zones. The Planning staff drafted the proposed zone text amendment with restrictions on zone district locations for some of the SB 2 uses in order to preserve consistency with the underlying uses permitted in the zone district and to maintain the characteristics of residential zones. The Planning Commission held two study sessions to become acquainted with the SB-2 legislation and staff's proposal to address the issues. Planning staff also conducted a "drive-around" with members of the Commission on Homelessness and community advocates. This group noted many vacant lots and buildings as well as transit lines and felt that the M-L zone could successfully provide shelter sites.

10) Appeal Procedure: The Planning Commission's action is a recommendation and the matter will be considered by the City Council at a later date.

Attachments:

A. Draft City Council Ordinance
B. CEQA Exemption
C. Summary of Definitions
D. Map of M-L and M-L PD Zones for Permanent Emergency Shelters
E. Emergency Shelter Standards
F. Planning Commission Resolution

ATTACHMENT 1
PAGE 6 OF 16

Prepared by: SLD SLD
Approved by: SM SM

Attachments A, C, and F not included

Please see Attachment # 2 of the City Council staff report.

ATTACHMENT # 1

ATTACHMENT 1
PAGE 7 OF 16

ATTACHMENT B

CEQA Exemption

ATTACHMENT 1
PAGE 8 OF 16

NOTICE OF EXEMPTION

Project Description:

Planning and Zoning Permit No.10-580-01 (zone text amendment) amending Chapter 16 (zoning) of the City Code. The text amendment to the Zoning Ordinance will update and add definitions and zoning related to homeless shelters, transitional housing, and supportive housing for low-income and disabled persons as well as farmworker housing, as required by State law (Senate Bill 2). The Planning Commission's action on this request is a recommendation to the City Council. Filed by the City of Oxnard, 214 South C Street, Oxnard CA, 93030

Finding:

The Planning Division of the Development Services Department of the City of Oxnard has reviewed the above proposed project and found it to be exempt from the provisions of the California Environmental Quality Act (CEQA).

- X Ministerial Project
- ☐ Categorical Exemption
- ☐ Statutory Exemption
- ☐ Emergency Project
- X Quick Disapproval [CEQA Guidelines, 14 Cal. Code of Regs. 15270]
  No Possibility of Significant Effect [CEQA Guidelines, 14 Cal. Code of Regs. 15061(b)(3)]

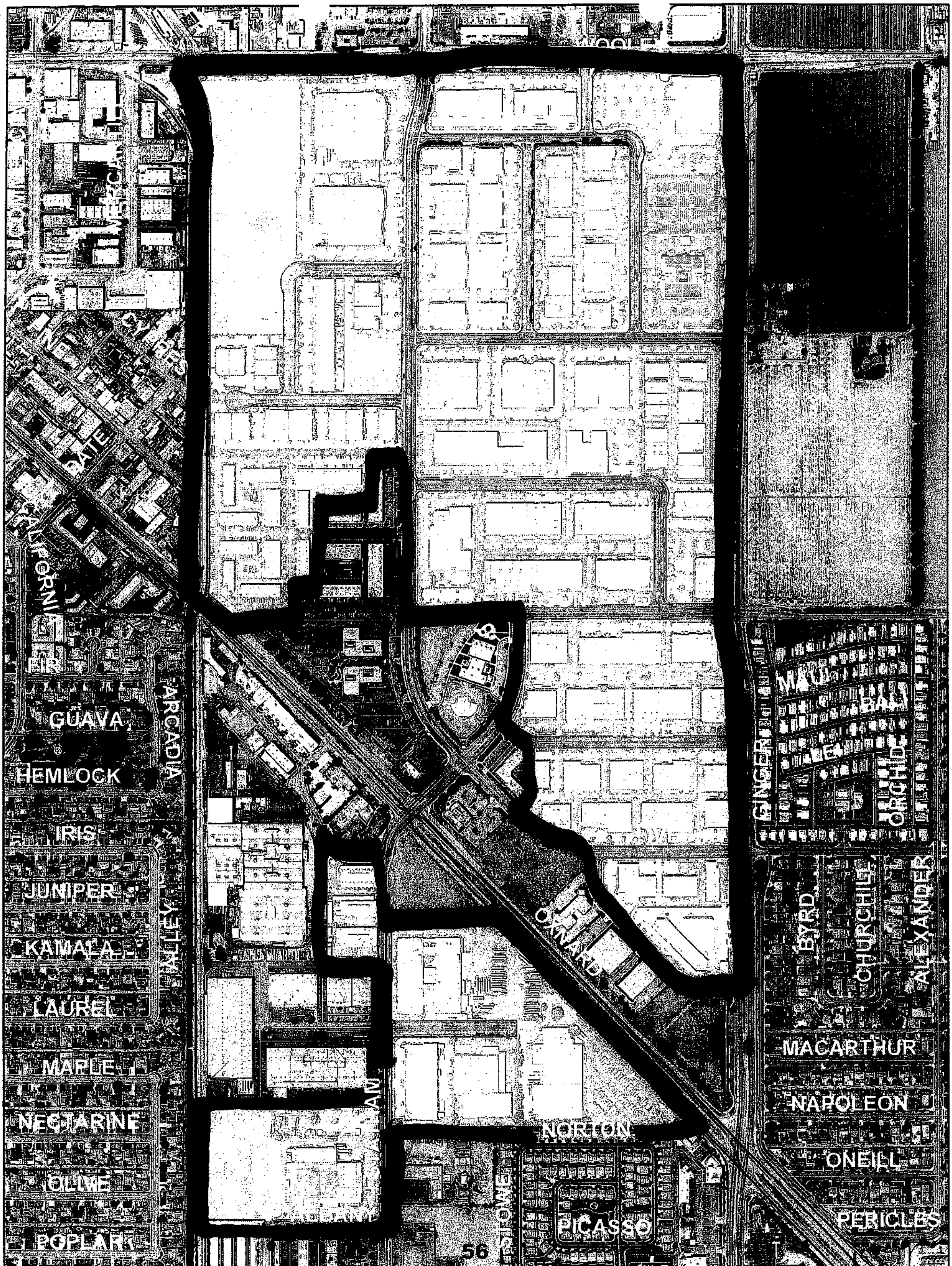
Supporting Reasons: The California Environmental Quality Act (CEQA) does not apply to zone text amendment PZ 10-580-01 pursuant to Government Code 65583(a)(4)(B) regarding emergency shelters and the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, under Section 15061(B)(3)Therefore, staff has determined that there is no substantial evidence that the project may have a significant effect on the environment and recommends that Planning Commission accept the Notice of Exemption

(Date)	Susan L. Martin, AICP Planning Division Manager

ATTACHMENT D

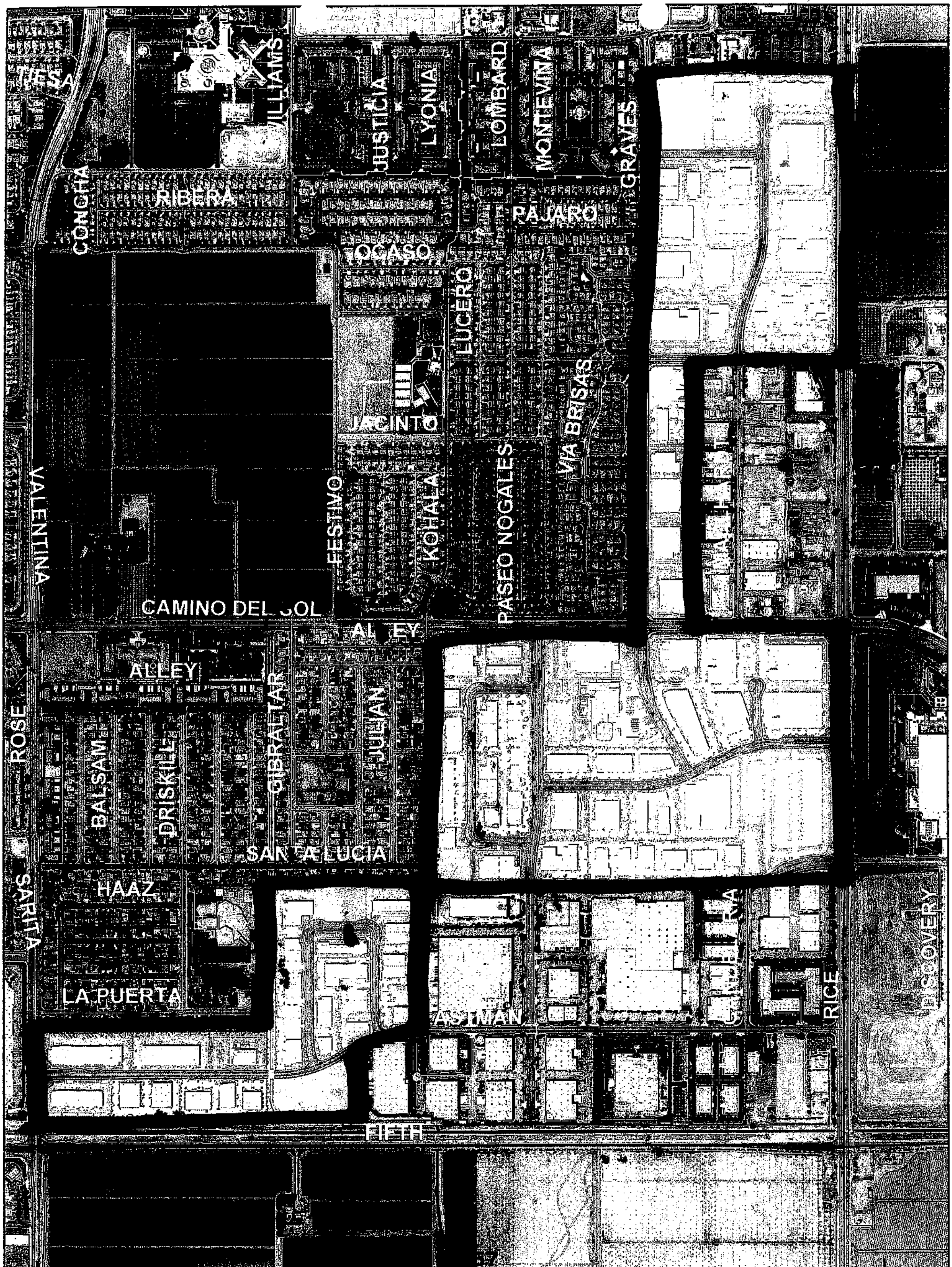
Maps of M-L and M-L PD zones for Emergency Shelters Permitted By Right

M-L and M-L PD Zones Outlined in Back On Maps



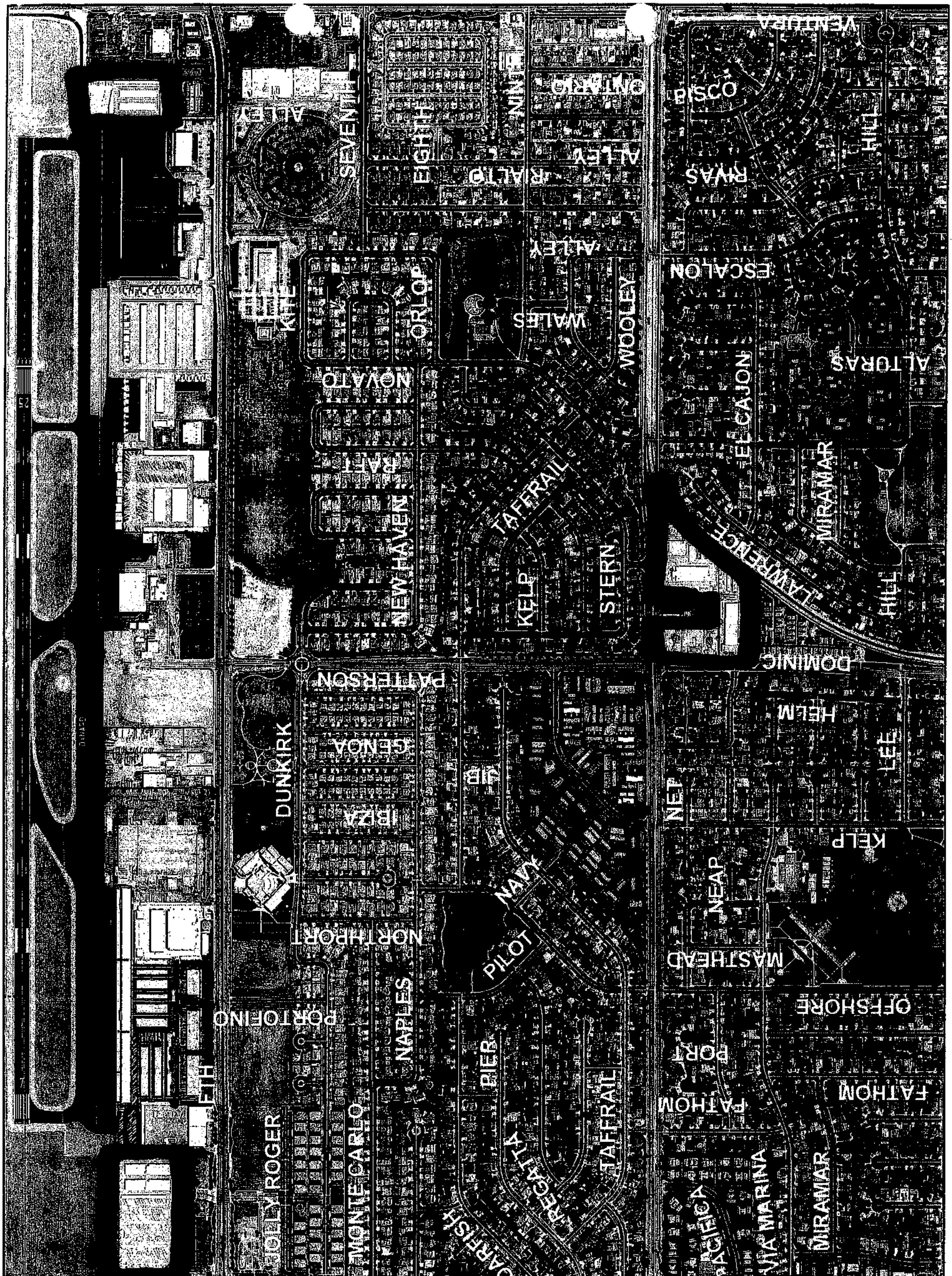
ATTACHMENT ___

PAGE 11 OF 16



ATTACHMENT

PAGE 12 OF 16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ONTARIO
PISCO
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HILL
ALLEY
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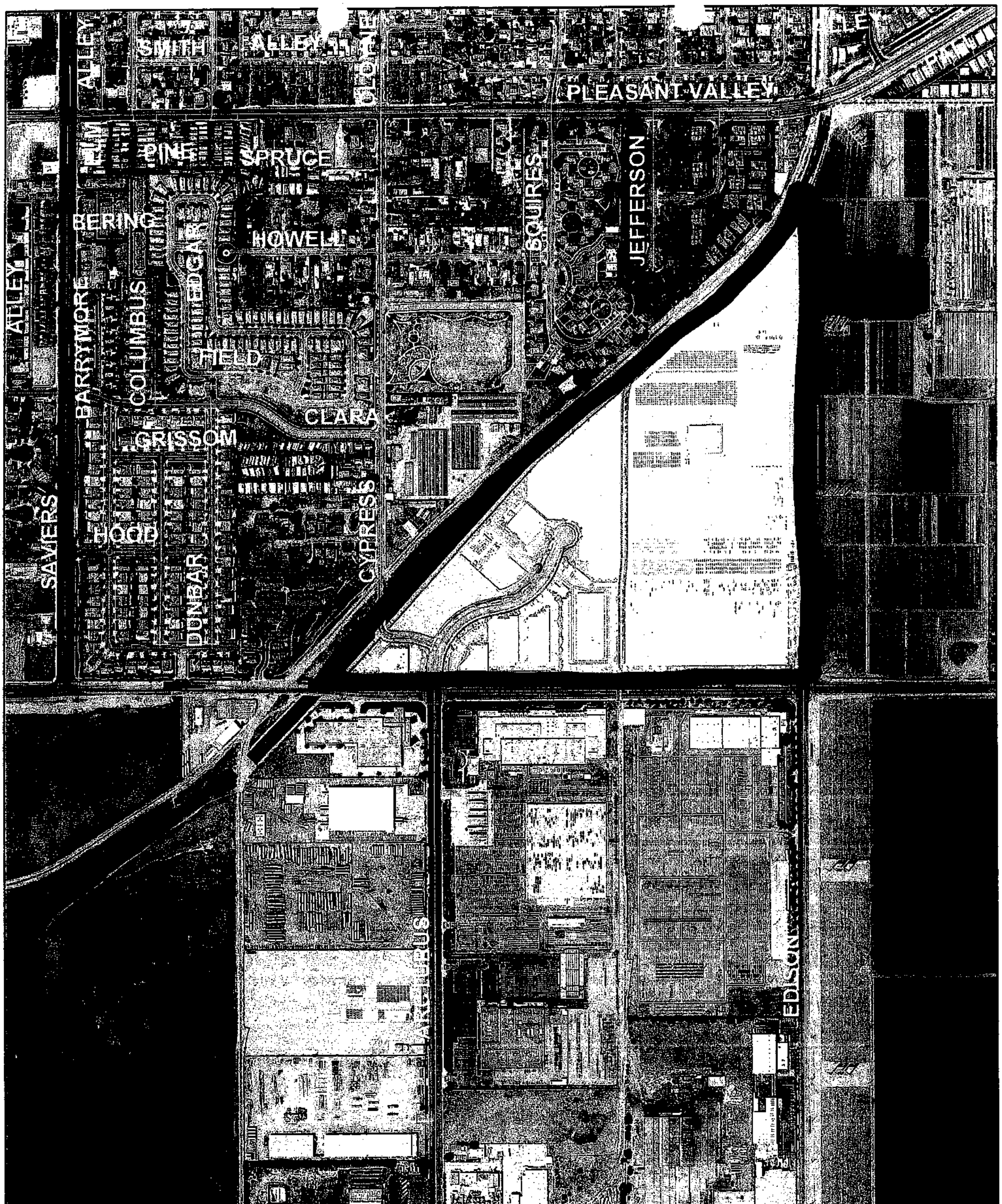
ORLOP
WALES
WOOLEY
NOVATO
ALTORAS
EL CAJON
RAFT
TAFFRAIL
MIRAMAR
NEW HAVEN
KELP
STERN
LAWRENCE
HILL
PATTERSON
DOMINIC
HELM
DUNKIRK
GENOA
JIB
LEE
IBIZA
NET
KELP
NAVY
NEAP
NORTHPORT
PILOT
MASTHEAD
PORTOFINO
NAPLES
PIER
OFFSHORE
PORT
FATHOM
FATHOM
TAFFRAIL
JOLLY ROGER
MONTE CARLO
OARFISH
REGATTA
PACIFICA
VIA MARINA
MIRAMAR



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ATTACHMENT 1

PAGE 14 OF 16

ATTACHMENT E

PERMANENT EMERGENCY SHELTER DEVELOPMENT AND OPERATION STANDARDS.

(A) Permanent Emergency Shelters shall meet the following standards:

(1) No shelter patron shall be re-admitted to the same emergency shelter within five days of being discharged after a stay of six months.

(2) If the intake of shelter patrons occurs on-site, an enclosed or screened waiting area shall be provided between the intake area and the public right-of-way. There shall be no queuing within any public right-of-way or within any parking lot.

(3) Each shelter shall establish and maintain set hours of operation for patron intake and discharge. Hours shall be clearly displayed at the entrance to the shelter at all times.

(4) Rules regarding the discharge of shelter patrons that are socially disruptive, a threat to the safety of others or in violation of the emergency shelter regulations, shall be posted.

(5) On-site manager/shelter personnel shall be provided during all hours of operation when patrons are present. A designated area for on-site personnel shall be located near the main entry to the shelter for the purpose of controlling admittance and providing security.

(6) The emergency shelter operator shall not intake any person as a patron of the shelter if the operator determines the person is wanted by the police or has been convicted of committing any serious or violent felony, as those terms are defined in Cal. Penal Code sections 667.5, 1192.7 and 1192.8. The emergency shelter operator shall also conduct a background check on all prospective patrons using Megan's Law database and restrict patron intake in accordance with State and local registered sex offender residency restrictions.

(7) Beds shall be provided for men, women, and families with children in separate and secured areas.

(8) A private storage area or closet shall be provided for each on-site bed. At no time shall any patron of an emergency shelter be allowed to keep on-site any alcoholic beverages, or store any type of illegal substances, drugs or weapons of any kind. The manager shall conduct routine inspections of each on-site patron's personal space to verify compliance and report to the Police

Department any patron found in possession of illegal substances, drugs and/or weapons of any kind.

(9) A minimum of 50 square feet of personal space shall be allocated for each patron bed and private storage area, or as may be required by Building and Fire Code requirements.

(10) A communal restroom facility with at least two toilets, one shower and one sink shall be provided for every twenty patrons residing at an emergency shelter. Separate and secure restroom and shower facilities shall be provided for men and women if the facility serves both genders.

(11) A shelter shall be limited to serving no more than allowed by fire or building occupancy.

(11) Off-street parking shall be provided at the ratio of one on-site parking space for every 8 adult beds plus one additional space for the on-site manager.

(12) Each emergency shelter shall provide exterior security lighting on the property. Lighting shall be shielded from all adjacent residential areas. On-site lighting shall be subject to the review and approval of the Police Department.

(13) The emergency shelter operator shall be required to submit an on-site security plan to the Police Department for review and approval. The emergency shelter operator shall be responsible for ensuring that the approved security plan is implemented at all times."

(14) All outdoor storage areas shall be screened from the view of all public rights-of-way.

(15) An emergency shelter shall not be located within 300 feet of another parcel or lot with an emergency shelter.

CITY OF
OXNARD
CALIFORNIA

PLANNING COMMISSION
STAFF REPORT

TO: Planning Commission

FROM: Stephanie Diaz, Contract Planner

DATE: June 21, 2012

SUBJECT: Planning and Zoning Permit No.10-580-01, (Zone Text Amendment), Amending Chapter 16 (Zoning) of the City Code Concerning Emergency Shelters, Transitional Housing, Supportive Housing and Farmworker Housing.

1) **Recommendation:** That the Planning Commission hold a public hearing and adopt a resolution recommending that the City Council approve Planning and Zoning Permit No.10-580-01 for a zone text amendment, subject to certain findings.

2) **Project Description and Applicant:** This is a zone code text amendment to Articles I, II, III, and V of Chapter 16 of the City Code. The text changes address definitions and zoning for homeless shelters, transitional housing, supportive housing and farmworker housing as required by State law (Senate Bill 2). The Planning Commission's action on this request is a recommendation to the City Council. Filed by the City of Oxnard, Planning Division, 214 South C Street, Oxnard CA, 93030.

3) **Background Information:** On October 20, 2011, the Planning Commission considered a draft ordinance proposing definitions and development standards for land uses associated with SB-2. Other definitions were proposed by Planning staff to clarify "family," delete "boardinghouse" and add "parolee/probationer" as these terms were proposed to be associated with the SB-2 housing uses. The Planning Commission held a public hearing and recommended to the City Council that the draft SB-2 ordinance be adopted with an additional development standard for emergency shelters related to schools. The October 20, 2011 Staff Report is provided in Attachment A.

   Subsequent to the Planning Commission's meeting in 2011, housing issues related to the Commission's recommended draft ordinance were raised by members of the public and the City's Commission on Homelessness. Due to the questions and new information collected, the Planning Commission conducted a Study Session on June 7, 2012 to identify issues, receive input from the public and provide guidance to planning staff on several issues.

4) **Environmental Determination:** The California Environmental Quality Act (CEQA) does not apply to zone text amendment PZ 10-580-01 pursuant to Government Code section

65583(a)(4)(B) regarding emergency shelters and the general rule in Section 15061(b)(3) of the State CEQA Guidelines that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Therefore, staff has determined that there is no substantial evidence that the project may have a significant effect on the environment and recommends that Planning Commission accept the Notice of Exemption (see Attachment B.)

5) ***General Plan Consistency:*** The proposed ordinance amendment has been determined to be consistent with the Housing Element of the General Plan. Consistency with the 2030 General Plan and Housing Element is defined by the relationship between 2030 General Plan policies, Housing Element programs and the proposed project. The three consistency classification levels are:

   I. Direct Applicability to a Proposed Project or Program (full text of the policy and an explanation).

   II. Related or Indirect Applicability to the Proposed Project or Program (policy title and an explanation for each or groups of related or indirectly related policies).

   III. No or Distant Applicability to the Proposed Project or Program (all policies not listed as Level I and II are assumed to be consistent).

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
Program 9	I	Farmworker Housing Program	Ordinance provides zoning for farmworker housing
Program 14	I	Shelter Development Program	Ordinance provides zoning for shelter development by right in the M-L zone
Program 15	I	Homeless and At-Risk Household Assistance	Ordinance provides zoning for shelter, supportive and transitional housing development
Program 16	I	Fostering Self-Sufficiency	Ordinance provides zoning for shelter, supportive and transitional housing development with assistance for homeless persons
All Others	III	All policies not listed above	No or Distant Applicability to the Proposed Project

6) **Analysis:** On June 7, 2012, the Planning Commission considered new issues raised by the public and the Commission on Homelessness. The topics listed below provide a summary of the Planning Commission's input on the new issues and the changes included in a revision to the draft SB-2 ordinance.

a) Definition of Family: The draft SB-2 ordinance, presented in October 2011, defined "family" as *" A group of residents whose members jointly occupy a dwelling unit, excluding group quarters or hotels, in which all members have joint use of and responsibility for common areas; share household activities such as meals, chores, maintenance and expenses*~~*; and occupy the dwelling under a single written lease, if the unit is rented; and where membership of the group is determined by the residents rather than the landlord or property owner.*~~" The Planning Commission provided input that some text in the definition of "family" should be removed, specifically the text shown above in "strike-out," as it does not assist in the definition. This phrase was initially provided by staff to assist in the separation of low-density residential uses from commercial operations such as boardinghouses/group housing facilities. With the removal of the phrase regarding a single lease, text should be added to prevent "family" from being associated with commercial residential uses. Therefore, staff recommends that the following sentence be added in place of the stricken text: *"but not including commercial group living, dormitories, fraternities and such."* There was a discussion at the Planning Commission Study Session that a federal or state definition of "family" should be used if one already existed. No particular definition was cited. Staff has researched this issue and determined that various HUD definitions of "family" are used for purposes of qualifying persons for public housing assistance, rather than as zoning regulations, and do not take into consideration the right to privacy under the California Constitution, which was the basis for the *Adamson* California Supreme Court that prohibits zoning restrictions on the number of unrelated persons living together. Staff's definition of "family" as currently proposed, is consistent with the post-*Adamson* recommendations of housing advocates. The revised draft SB-2 ordinance has been written to delete the "lease" and "group membership" phrases and to add the limitation on certain "group living" situations.

b) Temporary Emergency Shelters: In the original draft ordinance reviewed by the Planning Commission in October 2011, "permanent shelters" would be a permitted use in the M-L zone, while "temporary shelters" would be required to obtain a Temporary Use Permit (TUP). As a temporary use, (four months or less), the TUP could be deemed appropriate and therefore was included in the draft SB-2 ordinance. The issue has been raised that temporary shelters in the M-L zone should not be treated differently than permanent shelters. Additionally, there were requests that the requirement for a TUP for temporary shelters in the C-2 and C-M zones should be removed to allow more zones for this use. The Planning Commission provided input that a TUP is not necessary in these zones. Building Code compliance would continue to be required for shelters. The revised draft SB-2 ordinance has been re-written to allow temporary emergency shelters in the M-L, C-M and C-2 zones. Proposed emergency shelter operation standards would not be applicable to these temporary uses.

c) Special Shelters: Subsequent to the October 2011 hearing, Planning staff received requests that shelters that serve women with children and families (father, mother and related children) should be permitted more broadly and not subject to the operating standards to be imposed on other emergency shelters to keep families together and provide access to schools, recreation facilities, etc. The draft ordinance provided to the Planning Commission in October 2011 addressed only permanent or temporary shelters with no focus on the resident population. At the Jun 7, 2012 study session, the Planning Commission provided guidance to staff that special shelters should be included in the draft SB-2 ordinance. Staff recommends that "children" in the special shelters be limited to those under the age of 18, which is the age of "majority" when these individuals can legally vote, enter into binding contracts and are generally treated as adults (California Family Code sec 6502). The revised draft SB-2 ordinance has been written to provide a definition of "emergency shelters for families" and to permit the use in the M-L, C-M and C-2 zones. Emergency shelter standards would apply as these facilities are permanent facilities.

d) **Parolees/Probationers:** The draft ordinance recommended by the Planning Commission in October 2011 placed a limit of two parolees/probationers in unlicensed "Transitional" housing and "Supportive" housing that is for low income disabled persons. These housing types address individuals or households that are moving out of homelessness into permanent housing. Supportive and transitional housing are required to be addressed by SB-2, but the number of parolees/probationers is not. (The previously proposed definitions for these housing types are contained in Attachment A.) The Planning Commission provided guidance to staff at the June 7th study session that the parolee/probationer limitation should be removed from the draft SB-2 ordinance at this time. The Re-Entry Task Force in which the city participates is currently dealing with the subject of housing for parolees/probationers. When a task force recommendation is approved by the City Council, the SB-2 ordinance could be revised, if needed. Without the limitation on the number of parolees/probationers, it is conceivable that an unlicensed supportive housing facility could provide housing only for parolees/probationers, if they were disabled and low income. The revised draft SB-2 ordinance has been written with no limitation on the number of parolees/probationers in unlicensed facilities and the definitions of parolees and probationers have been removed.

e) **Effects on Existing Facilities:** There are numerous existing shelters, as well as facilities that fit under the Supportive and Transitional Housing definitions and could become out of compliance with zoning standards due to adoption of the SB-2 ordinance. Some of these facilities have permits while others do not. Some facilities are or will be permitted in the zones where they are located. Others would not be allowed in their current zones or would require a Special Use Permit to operate. Additional facilities may be non-conforming as they were developed prior to development of the current zone code. (Most of these facilities may continue to operate but may not intensify their use.) The Planning Commission supported the continuing operation of facilities in compliance with the SB-2 ordinance and the City's nonconforming use ordinance. Issues for existing facilities will be assessed on a case-by case basis by staff. Therefore, the draft SB-2 ordinance has not been changed to address this issue.

7) ***Summary:*** The intent of the proposed zone text amendment is to provide housing opportunities for homeless persons and those homeless who are considered low-income disabled while complying with State law. As modified in response to the Planning Commission direction at the July 7, 2012 Study Session, the proposed SB-2 ordinance will ensure that housing opportunities provide an environment which addresses support and/or recovery for homeless and disabled persons, while regulating housing-related businesses in order to preserve the residential characteristics of residential neighborhoods.

8) **Appeal Procedure:** The Planning Commission's action is a recommendation and the matter will be considered by the City Council at a later date

Attachments:

A. Planning Commission Staff Report, October 20, 2011
B. CEQA Categorical Exemption
C. Previous Planning Commission Resolution No. 2011-39 and Original Draft SB-2 Ordinance
D. New Planning Commission Resolution and Revised Draft SB-2 Ordinance.

Prepared by:	SLD SLD
Approved by:	SM

Attachments A, B, and C are not included

Please see Attachment # 1 of the City Council staff report.

ATTACHMENT # 2

ATTACHMENT 2
PAGE 6 OF 7

Attachment D is not included.

Please see Attachment # 3
of the City Council staff report.

RESOLUTION NO. 2012-13

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING TO THE CITY COUNCIL THE ADOPTION OF PZ 10-580-01, ZONE TEXT AMENDMENT AMENDING CHAPTER 16 OF THE CITY CODE CONCERNING EMERGENCY SHELTERS, TRANSITIONAL HOUSING, SUPPORTIVE HOUSING AND FARMWORKER HOUSING PURSUANT TO SENATE BILL NO.2. FILED BY THE CITY OF OXNARD, 305 W. THIRD STREET, OXNARD, CA 93030.

WHEREAS, the Planning Commission of the City of Oxnard has considered PZ-10-580-01, filed by the City of Oxnard, to amend chapter 16 of the City Code concerning special needs housing pursuant to Senate Bill No. 2; and

WHEREAS, on October 20, 2011 and on June 21, 2012 the Planning Commission held noticed public hearings on PZ 10-580-01; and

WHEREAS, the Planning Commission finds that the public interest and general welfare requires such an amendment; and

WHEREAS, the Planning Commission recommends the City Council find that the amendments conform to the General Plan and Housing Element; and

WHEREAS, the Planning Commissions finds that the California Environmental Quality Act (CEQA) does not apply to PZ 10-580-01 pursuant to Government Code 65583(a)(4)(B) and the general rule expressed in section 15061(b)(3) of the State CEQA Guidelines that CEQA, which sets forth the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment and there is no possibility that the adoption of this ordinance and resolution may have a significant effect on the environment.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends to the City Council adoption of the ordinance attached hereto as Exhibit A.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 21st day of June, 2012 by the following vote:

AYES: Commissioners: Guevara, Huber, Medina, Mullin, Nash, Stewart, Murguia

NOES: Commissioners: None

ABSENT: Commissioners: None

Anthony R. Murguia, Chairman

ATTEST:

Susan L. Martin, Secretary

EXHIBIT A

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. ________

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING CHAPTER 16 (ZONING) OF THE CITY CODE TO ADDRESS EMERGENCY SHELTERS, TRANSITIONAL HOUSING, SUPPORTIVE HOUSING AND FARMWORKER HOUSING PURSUANT TO SENATE BILL NO. 2.

(PZ 10-580-01).

WHEREAS, the City Council seeks to carry out the provisions of Senate Bill No. 2 and related housing element legislation ("the housing element statutes") to locate zone districts where emergency shelters, housing for low- and very low income and disabled households including farmworker housing are permitted by right; and

WHEREAS, the housing element statutes require the City's zoning regulations to permit supportive and transitional housing as residential uses subject only to restrictions applicable to other residential dwellings of the same type in the same zone; and

WHEREAS, the City has inventoried potential sites for emergency shelters and has found the most suitable locations for such facilities are in the City's "C-2," "C-M" and "M-L" zones because properties with these zoning designations are generally located near the City center, allow for these structures with minimal setbacks, consist of vacant lots and buildings with adequate space for emergency shelter operations, and are accessible to public transportation, medical and commercial services with the "M-L" zone as appropriate for permanent emergency shelters to be allowed by right; and

WHEREAS, this ordinance defines emergency shelters, supportive, transitional and farmworker housing consistent with Senate Bill No.2 and provides zones for location of these housing types; and

WHEREAS, in enacting this ordinance, the City Council seeks to preserve the residential characteristics of residential neighborhoods from the impacts of housing-related businesses while providing housing opportunities for persons considered disabled under State and federal law, and to ensure that these housing opportunities provide an environment which addresses support and/or recovery for disabled persons; and

WHEREAS, the City Council has determined that the California Environmental Quality Act (CEQA) does not apply to zone text amendment PZ 10-580-01 pursuant to Government Code 65583(a)(4)(B) and the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, under Section 15061(b)(3); and

WHEREAS, on October 20,, 2011 and June 21, 2012 the Planning Commission conducted noticed public hearings on zone text amendment PZ 10-580-01, accepted comments and recommended approval to the City Council; and

WHEREAS, on _________, 2012 the City Council conduced a noticed public hearing on zone text amendment PZ 10-580-01 and accepted comments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Subsection (A) of section 16-10 of the City Code is hereby amended by deleting definition (19) ("BOARDINGHOUSE").

Part 2. Subsection (A) of section 16-10 of the City Code is hereby amended by adding the following definitions, which subsection shall be reordered alphabetically and renumbered accordingly:

"EMERGENCY SHELTER FOR FAMILIES – A permanent facility consisting of a building or group of buildings with overnight sleeping accommodations providing temporary housing for six months or less to homeless families with children under the age of 18 pursuant to standards set forth in Article V, Division 18. Such accommodations shall include basic supportive services such as meals, restroom, bathing and laundry facilities. No family shall be denied emergency shelter because of an inability to pay."

"EMERGENCY SHELTER, PERMANENT – A permanent facility consisting of a building or group of buildings with overnight sleeping accommodations providing temporary housing for six months or less to homeless persons pursuant to standards set forth in Article V, Division 18. Such accommodations shall include basic supportive services such as meals, restroom, bathing and laundry facilities. No individual or household shall be denied emergency shelter because of an inability to pay."

"EMERGENCY SHELTER, TEMPORARY – A temporary facility consisting of a building or group of buildings with overnight sleeping accommodations providing housing to homeless persons for winter warming or similar short-term, temporary operation not to exceed four months within a twelve-month period."

FAMILY – A group of residents whose members jointly occupy a dwelling unit as a single housekeeping unit, excluding group quarters or hotels; have joint use of and responsibility for common areas; share household activities such as meals, chores, maintenance and expenses, but not including commercial group living, dormitories, fraternities and such.

"FARMWORKER – An employee, also known as an agricultural worker, engaged in agricultural work/farming and any practices performed on a farm in conjunction with farming including cultivating and tillage of soil, the raising of animals and the preparation of agricultural products for market and or to carriers for transportation to market."

"FARMWORKER HOUSING – Deed-restricted housing for agricultural workers that is available to and occupied only by low and very low income farmworker households, and that is subject to standards that apply to other residential dwellings of the same type and in the same zone."

"ON-SITE SERVICES – Assistance provided on the housing site to residents living in supportive or transitional housing in retaining housing, improving health status and maximizing their ability to live and work in the community."

"SUPPORTIVE HOUSING – Housing with no length of stay limit, occupied by low income disabled persons, and that is linked to on-or off-site services to assist the residents in retaining housing, improving their health and maximizing their ability to live and work in the community pursuant to Cal. Health and Safety Code section 50675.14(b)(2). For purposes of this definition, "disabled" means low income persons with special needs as specified in Cal. Health and Safety Code section 50675.14(b)(3), including mental disabilities, developmental disabilities, AIDS, substance abuse or chronic health conditions. Such housing shall be considered a residential use of the property and shall be subject only to those restrictions that apply to other residential dwellings of the same type and in the same zone."

"TRANSITIONAL HOUSING –Five or more dwelling unit(s) used as rental housing but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient. Supportive services are provided to facilitate the movement of homeless individuals and their families to permanent housing. An eligible person(s) may live in the dwelling for up to two years, pursuant to Cal. Health and Safety Code sections 50675.2(h) and 50801(i). Some units may be designated for transition in place, where person(s) may stay in the unit for more than two years. Such housing shall be considered a residential use of the property and shall be subject only to those restrictions that apply to other residential dwellings of the same type and in the same zone."

Part 3. Subsection (B) of section 16-21 of the City Code is amended by adding the following subsections and reordering the subsections alphabetically:

"Farmworker housing;"

"Supportive housing with no on-site services;"

Part 4. Subsection (B)(1) of section 16-21 of the City Code is amended by deleting the following text from item (B)(1):

" Boardinghouses are not permitted."

Part 5. Section 16-55 of the City Code is amended to read as follows:

"This zone shall provide a district of moderate density multiple-family dwellings as well as transitional housing and supportive housing pursuant to statutory requirements, suitable for locations abutting commercial centers and in other locations where moderate density is warranted."

Part 6. Section 16-56 of the City Code is hereby amended by adding the following subsections and reordering the section alphabetically:

"Supportive housing. On-site services for residents may be provided pursuant to an administrative permit;"

"Transitional housing. On-site services for residents may be provided pursuant to an administrative permit;"

Part 7 Section 16-64 of the City Code shall be deleted.

Part 8. Section 16-70 of the City Code is hereby amended to read as follows:

"This zone shall provide a district for high density, high rise multi-family dwellings, transitional housing and supportive housing pursuant to statutory requirements, and other uses suitable for location within the city core and in other selected areas."

Part 9. Section 16-85 of the City Code is hereby amended to read as follows:

"This zone shall provide a district for the development of mobile home parks and to permit mobile home use for single-family, farmworker households, small, licensed residential care facilities, as well as supportive housing pursuant to statutory requirements."

Part 10. Subsection (B) of section 16-86 of the City Code is hereby amended by adding the following subsections and reordering subsection (B) alphabetically:

"Farmworker housing;"

"Supportive housing with no on-site services;"

Part. 11. Subsection (A) of section 16-135 of the City Code is hereby amended by adding the following subsections and renumbering subsection (A):

"Emergency shelters for families, except that such facilities shall not be permitted in the airport hazard overlay zone;"

"Emergency shelters, temporary, except that such facilities shall not be permitted in the airport hazard overlay zone."

Part 12. Subsection (A) of section 16-136 of the City Code is hereby amended by adding the following subsections and renumbering subsection (A):

"Emergency shelters, permanent, except that such facilities shall not be permitted in the airport hazard overlay zone;"

"Farmworker housing, except that such facilities shall not be permitted in the airport hazard overlay zone;"

"Supportive housing that may have on-site services for residents."

"Transitional housing that may have on-site services for residents"

Part 13. Section 16-143 of the City Code is hereby deleted.

Part 14. Subsection (F) of section 16-149 of the City Code is hereby deleted and the section is reordered alphabetically.

Part 15. Subsection (I) of section 16-149 of the City Code is hereby amended to read:

"Social services (including soup kitchens, charitable food distribution centers, drug/alcohol treatment and rehab centers that serve more than six persons) and emergency shelters;"

Part 16. Section 16-160 of the City Code is hereby amended to read as follows:

> "The purpose of this division is to provide a zone for selected commercial retail sales and services, permanent and temporary emergency shelters and emergency shelters for families to provide housing pursuant to statutory requirements, and light manufacturing, including warehousing, distributing and storage and wholesale activities, with development standards suitable for commercial and industrial districts."

Part 17. Subsection (B) of section 16-162 of the City Code is hereby amended by adding the following subsections and reordering the subsection (B) alphabetically:

"Emergency shelters for families;"

"Emergency shelters, temporary;"

Part 18. Section 16-163 of the City Code is hereby amended by adding the following subsections and reordering the section alphabetically:

"Emergency shelters, permanent;"

"Farmworker housing;"

"Supportive housing that may have on-site services for residents;"

"Transitional housing that may have on-site services for residents;"

Part 19. Section 16-164 of the City Code is hereby amended by deleting subsection (A) and reordering the section alphabetically.

Part 20. Subsection (A) of section 16-185 of the City Code is hereby amended to read as follows:

"(A) The M-L Limited Manufacturing zone is intended to provide areas suitable for adult businesses, permanent and temporary emergency shelters and emergency shelters for families to provide housing pursuant to statutory requirements, and for the development and protection of restricted manufacturing uses and activities involving a high level of performance and site development. Uses may include adult businesses, unobtrusive administrative, wholesaling, warehousing and manufacturing activities and scientific research offices and laboratories, including certain accessory facilities necessary to serve the employees of such uses located in the zone. The development and performance standards of this division will enhance views from major transportation routes and assure a high-quality environment compatible with surrounding and abutting residential zones."

Part 21. Subsection (B) of section 16-188 of the City Code is hereby amended by adding the following subsection after subsection (B)(3) and reordering the subsection numerically:

"Emergency shelters, permanent and temporary, and emergency shelters for families;"

Part 22. Section 16-245 of the City Code is hereby amended by deleting subsection (BB) and reordering the subsequent subsections alphabetically.

Part 23. Subsection (Q) of Section 16-257 of the City Code is hereby amended to read as follows:

"Farmworker housing;"

Part 24. Division 18 of Article V of Chapter 16 of the City Code is hereby adopted to read as follows:

"DIVISION 18. EMERGENCY SHELTERS"

"SEC. 16-504. PERMANENT EMERGENCY SHELTER DEVELOPMENT AND OPERATION STANDARDS.

(A) Permanent Emergency Shelters shall meet the following standards:

(1) No shelter patron shall be re-admitted to the same emergency shelter within five days of being discharged after a stay of six months.

(2) If the intake of shelter patrons occurs on-site, an enclosed or screened waiting area shall be provided between the intake area and the public right-of-way. There shall be no queuing within any public right-of-way or within any parking lot.

(3) Each shelter shall establish and maintain set hours of operation for patron intake and discharge. Hours shall be clearly displayed at the entrance to the shelter at all times.

(4) Rules regarding the discharge of shelter patrons that are socially disruptive, a threat to the safety of others or in violation of the emergency shelter regulations, shall be posted.

(5) On-site manager/shelter personnel shall be provided during all hours of operation when patrons are present. A designated area for on-site personnel shall be located near the main entry to the shelter for the purpose of controlling admittance and providing security.

(6) The emergency shelter operator shall not intake any person as a patron of the shelter if the operator determines the person is wanted by the police or has been convicted of committing any serious or violent felony, as those terms are defined in Cal. Penal Code sections 667.5, 1192.7 and 1192.8. The emergency shelter operator shall also conduct a background check on all prospective patrons using Megan's Law database and restrict patron intake in accordance with State and local registered sex offender residency restrictions.

(7) Beds shall be provided for men, women, and families with children in separate and secured areas.

(8) A private storage area or closet shall be provided for each on-site bed. At no time shall any patron of an emergency shelter be allowed to keep on-site any alcoholic beverages, or store any type of illegal substances, drugs or weapons of any kind. The manager shall conduct routine inspections of each on-site patron's personal space to verify compliance and report to the Police Department any patron found in possession of illegal substances, drugs and/or weapons of any kind.

(9) A minimum of 50 square feet of personal space shall be allocated for each patron bed and private storage area, or as may be required by Building and Fire Code requirements.

(10) A communal restroom facility with at least two toilets, one shower and one sink shall be provided for every twenty patrons residing at an emergency shelter. Separate and secure restroom and shower facilities shall be provided for men and women if the facility serves both genders.

(11) A shelter shall be limited to serving no more than patrons than allowed by fire or building code occupancy.

(12) Off-street parking shall be provided at the ratio of one on-site parking space for every 8 adult beds plus one additional space for the on-site manager.

(13) Each emergency shelter shall provide exterior security lighting on the property. Lighting shall be shielded from all adjacent residential areas. On-site lighting shall be subject to the review and approval of the Police Department.

(14) The emergency shelter operator shall be required to submit an on-site security plan to the Police Department for review and approval. The emergency shelter operator shall be responsible for ensuring that the approved security plan is implemented at all times."

(15) All outdoor storage areas shall be screened from the view of all public rights-of-way.

(16) An emergency shelter shall not be located within 300 feet of another parcel or lot with an emergency shelter.

Part 25. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid and/or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Part 26. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 27. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on ____________, 2011, and finally adopted on _____________, 2011, to become effective thirty days thereafter.

AYES:

NOES:

ABSTAIN:

ABSENT:

____
Dr. Thomas E. Holden, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

____
Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _______

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING CHAPTER 16 (ZONING) OF THE CITY CODE TO ADDRESS EMERGENCY SHELTERS, TRANSITIONAL HOUSING, SUPPORTIVE HOUSING AND FARMWORKER HOUSING PURSUANT TO SENATE BILL NO. 2.

(PZ 10-580-01).

WHEREAS, the City Council seeks to carry out the provisions of Senate Bill No. 2 and related housing element legislation ("the housing element statutes") to locate zone districts where emergency shelters, housing for low- and very low income and disabled households including farmworker housing are permitted by right; and

WHEREAS, the housing element statutes require the City's zoning regulations to permit supportive and transitional housing as residential uses subject only to restrictions applicable to other residential dwellings of the same type in the same zone; and

WHEREAS, the City has inventoried potential sites for emergency shelters and has found the most suitable locations for such facilities are in the City's "C-2," "C-M" and "M-L" zones because properties with these zoning designations are generally located near the City center, allow for these structures with minimal setbacks, consist of vacant lots and buildings with adequate space for emergency shelter operations, and are accessible to public transportation, medical and commercial services with the "M-L" zone as appropriate for permanent emergency shelters to be allowed by right; and

WHEREAS, this ordinance defines emergency shelters, supportive, transitional and farmworker housing consistent with Senate Bill No.2 and provides zones for location of these housing types; and

WHEREAS, in enacting this ordinance, the City Council seeks to preserve the residential characteristics of residential neighborhoods from the impacts of housing-related businesses while providing housing opportunities for persons considered disabled under State and federal law, and to ensure that these housing opportunities provide an environment which addresses support and/or recovery for disabled persons; and

WHEREAS, the City Council has determined that the California Environmental Quality Act (CEQA) does not apply to zone text amendment PZ 10-580-01 pursuant to Government Code 65583(a)(4)(B) and the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, under Section 15061(b)(3); and

WHEREAS, on October 20, 2011 and June 21, 2012 the Planning Commission conducted noticed public hearings on zone text amendment PZ 10-580-01, accepted comments and recommended approval to the City Council; and

WHEREAS, on _________, 2012 the City Council conduced a noticed public hearing on zone text amendment PZ 10-580-01 and accepted comments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Subsection (A) of section 16-10 of the City Code is hereby amended by deleting definition (19) ("BOARDINGHOUSE").

Part 2. Subsection (A) of section 16-10 of the City Code is hereby amended by adding the following definitions, which subsection shall be reordered alphabetically and renumbered accordingly:

"EMERGENCY SHELTER FOR FAMILIES – A permanent facility consisting of a building or group of buildings with overnight sleeping accommodations providing temporary housing for six months or less to homeless families with children under the age of 18, or 21 if they are full-time students or disabled, pursuant to standards set forth in Article V, Division 18. Such accommodations shall include basic supportive services such as meals, restroom, bathing and laundry facilities. No family shall be denied emergency shelter because of an inability to pay. For purposes of this definition, "disabled" means persons with special needs, including mental disabilities, developmental disabilities, AIDS, substance abuse or chronic health conditions."

"EMERGENCY SHELTER, PERMANENT – A permanent facility consisting of a building or group of buildings with overnight sleeping accommodations providing temporary housing for six months or less to homeless persons pursuant to standards set forth in Article V, Division 18. Such accommodations shall include basic supportive services such as meals, restroom, bathing and laundry facilities. No individual or household shall be denied emergency shelter because of an inability to pay."

"EMERGENCY SHELTER, TEMPORARY – A temporary facility consisting of a building or group of buildings with overnight sleeping accommodations providing housing to homeless persons for winter warming or similar short-term, temporary operation not to exceed four months within a twelve-month period."

FAMILY – A group of residents whose members jointly occupy a dwelling unit as a single housekeeping unit, excluding group quarters or hotels; have joint use of and responsibility for common areas; share household activities such as meals, chores, maintenance and expenses, but not including commercial group living such as boardinghouses, dormitories and fraternities.

"FARMWORKER – An employee, also known as an agricultural worker, engaged in agricultural work/farming and any practices performed on a farm in conjunction with farming including cultivating and tillage of soil, the raising of animals and the preparation of agricultural products for market and or to carriers for transportation to market."

"FARMWORKER HOUSING – Deed-restricted housing for agricultural workers that is available to and occupied only by low and very low income farmworker households, and that is subject to standards that apply to other residential dwellings of the same type and in the same zone."

"ON-SITE SERVICES – Assistance provided on the housing site to residents living in supportive or transitional housing in retaining housing, improving health status and maximizing their ability to live and work in the community."

"SUPPORTIVE HOUSING – Housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Such housing shall be considered a residential use of the property and shall be subject only to those restrictions that apply to other residential dwellings of the same type and in the same zone."

"TRANSITIONAL HOUSING – Five or more dwelling unit(s) used as rental housing but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient. Supportive services are provided to facilitate the movement of homeless individuals and their families to permanent housing. An eligible person(s) may live in the dwelling for up to two years, pursuant to Cal. Health and Safety Code sections 50675.2(h) and 50801(i). Some units may be designated for transition in place, where person(s) may stay in the unit for more than two years. Such housing shall be considered a residential use of the property and shall be subject only to those restrictions that apply to other residential dwellings of the same type and in the same zone."

Part 3. Subsection (B) of section 16-21 of the City Code is amended by adding the following subsections and reordering the subsections alphabetically:

"Farmworker housing;"

"Supportive housing with no on-site services;"

Part 4. Subsection (B)(1) of section 16-21 of the City Code is amended by deleting the following text from item (B)(1):

" Boardinghouses are not permitted."

Part 5. Section 16-55 of the City Code is amended to read as follows:

"This zone shall provide a district of moderate density multiple-family dwellings as well as transitional housing and supportive housing pursuant to statutory requirements, suitable for locations abutting commercial centers and in other locations where moderate density is warranted."

Part 6. Section 16-56 of the City Code is hereby amended by adding the following subsections and reordering the section alphabetically:

"Supportive housing. On-site services for residents may be provided pursuant to an administrative permit;"

"Transitional housing. On-site services for residents may be provided pursuant to an administrative permit;"

Part 7 Section 16-64 of the City Code shall be deleted.

Part 8. Section 16-70 of the City Code is hereby amended to read as follows:

"This zone shall provide a district for high density, high rise multi-family dwellings, transitional housing and supportive housing pursuant to statutory requirements, and other uses suitable for location within the city core and in other selected areas."

Part 9. Section 16-85 of the City Code is hereby amended to read as follows:

"This zone shall provide a district for the development of mobile home parks and to permit mobile home use for single-family, farmworker households, small, licensed residential care facilities, as well as supportive housing pursuant to statutory requirements."

Part 10. Subsection (B) of section 16-86 of the City Code is hereby amended by adding the following subsections and reordering subsection (B) alphabetically:

"Farmworker housing;"

"Supportive housing with no on-site services;"

Part. 11. Subsection (A) of section 16-135 of the City Code is hereby amended by adding the following subsections and renumbering subsection (A):

"Emergency shelters for families, except that such facilities shall not be permitted in the airport hazard overlay zone;"

"Emergency shelters, temporary, except that such facilities shall not be permitted in the airport hazard overlay zone."

Part 12. Subsection (A) of section 16-136 of the City Code is hereby amended by adding the following subsections and renumbering subsection (A):

"Emergency shelters, permanent, except that such facilities shall not be permitted in the airport hazard overlay zone;"

"Farmworker housing, except that such facilities shall not be permitted in the airport hazard overlay zone;"

"Supportive housing that may have on-site services for residents."

"Transitional housing that may have on-site services for residents"

Part 13. Section 16-143 of the City Code is hereby deleted.

Part 14. Subsection (F) of section 16-149 of the City Code is hereby deleted and the section is reordered alphabetically.

Part 15. Subsection (I) of section 16-149 of the City Code is hereby amended to read:

"Social services (including soup kitchens, charitable food distribution centers, drug/alcohol treatment and rehab centers that serve more than six persons) and emergency shelters;"

Part 16. Section 16-160 of the City Code is hereby amended to read as follows:

> "The purpose of this division is to provide a zone for selected commercial retail sales and services, permanent and temporary emergency shelters and emergency shelters for families to provide housing pursuant to statutory requirements, and light manufacturing, including warehousing, distributing and storage and wholesale activities, with development standards suitable for commercial and industrial districts."

Part 17. Subsection (B) of section 16-162 of the City Code is hereby amended by adding the following subsections and reordering the subsection (B) alphabetically:

"Emergency shelters for families;"

"Emergency shelters, temporary;"

Part 18. Section 16-163 of the City Code is hereby amended by adding the following subsections and reordering the section alphabetically:

"Emergency shelters, permanent;"

"Farmworker housing;"

"Supportive housing that may have on-site services for residents;"

"Transitional housing that may have on-site services for residents;"

Part 19. Section 16-164 of the City Code is hereby amended by deleting subsection (A) and reordering the section alphabetically.

Part 20. Subsection (A) of section 16-185 of the City Code is hereby amended to read as follows:

"(A) The M-L Limited Manufacturing zone is intended to provide areas suitable for adult businesses, permanent and temporary emergency shelters and emergency shelters for families to provide housing pursuant to statutory requirements, and for the development and protection of restricted manufacturing uses and activities involving a high level of performance and site development. Uses may include adult businesses, unobtrusive administrative, wholesaling, warehousing and manufacturing activities and scientific research offices and laboratories, including certain accessory facilities necessary to serve the employees of such uses located in the zone. The development and performance standards of this division will enhance views from major transportation routes and assure a high-quality environment compatible with surrounding and abutting residential zones."

Part 21. Subsection (B) of section 16-188 of the City Code is hereby amended by adding the following subsection after subsection (B)(3) and reordering the subsection numerically:

"Emergency shelters, permanent and temporary, and emergency shelters for families;"

Part 22. Section 16-245 of the City Code is hereby amended by deleting subsection (BB) and reordering the subsequent subsections alphabetically.

Part 23. Subsection (Q) of Section 16-257 of the City Code is hereby amended to read as follows:

"Farmworker housing;"

Part 24. Division 18 of Article V of Chapter 16 of the City Code is hereby adopted to read as follows:

"DIVISION 18. EMERGENCY SHELTERS"

"SEC. 16-504. PERMANENT EMERGENCY SHELTER DEVELOPMENT AND OPERATION STANDARDS.

(A) Permanent Emergency Shelters shall meet the following standards:

(1) No shelter patron shall be re-admitted to the same emergency shelter within five days of being discharged after a stay of six months.

(2) If the intake of shelter patrons occurs on-site, an enclosed or screened waiting area shall be provided between the intake area and the public right-of-way. There shall be no queuing within any public right-of-way or within any parking lot.

(3) Each shelter shall establish and maintain set hours of operation for patron intake and discharge. Hours shall be clearly displayed at the entrance to the shelter at all times.

(4) Rules regarding the discharge of shelter patrons that are socially disruptive, a threat to the safety of others or in violation of the emergency shelter regulations, shall be posted.

(5) On-site manager/shelter personnel shall be provided during all hours of operation when patrons are present. A designated area for on-site personnel shall be located near the main entry to the shelter for the purpose of controlling admittance and providing security.

(6) The emergency shelter operator shall not intake any person as a patron of the shelter if the operator determines the person is wanted by the police or has been convicted of committing any serious or violent felony, as those terms are defined in Cal. Penal Code sections 667.5, 1192.7 and 1192.8. The emergency shelter operator shall also conduct a background check on all prospective patrons using Megan's Law database and restrict patron intake in accordance with State and local registered sex offender residency restrictions.

(7) Beds shall be provided for men, women, and families with children in separate and secured areas.

(8) A private storage area or closet shall be provided for each on-site bed. At no time shall any patron of an emergency shelter be allowed to keep on-site any alcoholic beverages, or store any type of illegal substances, drugs or weapons of any kind. The manager shall conduct routine inspections of each on-site patron's personal space to verify compliance and report to the Police Department any patron found in possession of illegal substances, drugs and/or weapons of any kind.

(9) A minimum of 50 square feet of personal space shall be allocated for each patron bed and private storage area, or as may be required by Building and Fire Code requirements.

(10) A communal restroom facility with at least two toilets, one shower and one sink shall be provided for every twenty patrons residing at an emergency shelter. Separate and secure restroom and shower facilities shall be provided for men and women if the facility serves both genders.

(11) A shelter shall be limited to serving no more than patrons than allowed by fire or building code occupancy.

(12) Off-street parking shall be provided at the ratio of one on-site parking space for every 8 adult beds plus one additional space for the on-site manager.

(13) Each emergency shelter shall provide exterior security lighting on the property. Lighting shall be shielded from all adjacent residential areas. On-site lighting shall be subject to the review and approval of the Police Department.

(14) The emergency shelter operator shall be required to submit an on-site security plan to the Police Department for review and approval. The emergency shelter operator shall be responsible for ensuring that the approved security plan is implemented at all times."

(15) All outdoor storage areas shall be screened from the view of all public rights-of-way.

(16) An emergency shelter shall not be located within 300 feet of another parcel or lot with an emergency shelter.

Part 25. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid and/or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Part 26. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 27. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on ____________, 2012, and finally adopted on _____________, 2012, to become effective thirty days thereafter.

AYES:

NOES:

ABSTAIN:

ABSENT:

____
Dr. Thomas E. Holden, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

______________________________ FOR
Alan Holmberg, City Attorney

CITY OF

OXNARD

CALIFORNIA

Meeting Date: 07/17/12

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

Prepared By: Grant Dunne, Management Analyst III Grant Dunne Agenda Item No. L-2

Reviewed By: City Manager City Attorney Finance Public Works

DATE: July 9, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director FOR RR
Public Works

SUBJECT: Ordinances to Continue and Establish Water, Wastewater and Environmental Resources User Fees and Charges and Appropriation of Revenue Funds

RECOMMENDATION

That City Council:

1. Hold a public hearing to receive public testimony and consider all protests concerning the adoption of ordinances continuing and establishing certain water, wastewater and environmental resources user fees and charges.
2. Approve the first reading by title only and subsequent adoption of ordinances continuing and establishing water, wastewater and environmental resources user fees and charges.
3. Authorize the City Manager or designee to make the necessary budget adjustments consistent with items 1 and 2.

SUMMARY

The City's primary financial goal for its utilities enterprises is to ensure that revenues from rates and fees are adequate to fund: daily operations; required maintenance; replacement or rehabilitation of aging facilities and infrastructure; fleet replacement; needed capital improvements, debt service coverage; rate smoothing over the long-term; and maintenance of an appropriate level of operating reserves. The City maintains a comprehensive rate program and routinely evaluates the cost of service for each utility enterprise and for each customer class, and prepares a rate study report of the findings. The analyses found that, despite the efficiency improvements and budget cuts implemented over the past three years, all three of the enterprises current revenues are insufficient to meet anticipated necessary expenditures. Therefore, staff recommends Council approve a two-step rate increase, effective August 2012 and January 2013. The recommended rate increase for the Water Enterprise is three percent (3%) in August 2012. The recommended revenue increases for the Wastewater Enterprise are twelve percent (12%) in August 2012 and eight percent (8%) in January 2013. The recommended rate increases for the Environmental Resources Division are one percent (1%) for both August 2012 and January 2013.

DISCUSSION

Water Rate Study 2002. In 2002, the City of Oxnard completed the *City of Oxnard Water Rate Study*, Dec 2002 (Water Rate Study 2002), a comprehensive cost of service and rate study for its Water Enterprise. The Water Rate Study 2002 established a reasonable and direct connection between the costs to operate, maintain and administer the systems and facilities of the Water Enterprise and each customer class with rates, and provided a 5-year financial management plan. Of note were the establishment of an inverted block rate structure, creation of new rate classes, funding for the City's new Groundwater Recovery Enhancement and Treatment (GREAT) Program, renaming the former Water Connection Fee to the Capital Facilities Fee, creation of a new Water Resources Development Fee, and a rate increase.

The establishment of an inverted block rate structure, or conservation rate structure, was intended to bring the City into compliance with the California Urban Water Conservation Council (CUWCC) requirements to encourage water conservation. The conservation rate structure features a fixed monthly charge that covers only a portion of the fixed costs of the Enterprise, and a series of tiers with increasing per unit costs, that cover the variable costs of the Enterprise plus the balance of the fixed costs. The tiers were set to reflect the City's existing water portfolio, with the first tier representing a blend of City-produced groundwater plus imported water, the second tier representing a blend of United Water Conservation District-produced groundwater plus imported water, and the third tier representing imported water only. The study equitably allocated the available water resources to each of the rate classes, least expensive first, thereby establishing the tiers for each rate class.

The establishment of new multi-family residential and single-family residential rate classes, in addition to the existing commercial/institutional/industrial and fireline rate classes was intended to improve equity between different types of residential customers, in recognition of the differing demands and associated costs between customer classes. Different rate categories have differing impacts upon the Water Enterprise's costs associated with volume of water used, flow capacity requirements, and customer service requirements. For example, the single family residential class puts a higher cost per equivalent meter upon the Water Enterprise than does the multi-family residential class in the volume of water used category, flow capacity category and customer service category, so both the fixed charges and the volumetric charges associated with the single family residential class should be higher, in order to be equitable; thus the creation of the separate multi-family class with lower rates.

The provision for funding the capital projects of the City's new GREAT Program was included in the rate study, in order to provide a new water source for existing water customers. The new water source from the GREAT Program would make up for the ongoing loss of a portion of the City's groundwater allocations, due to implementation of the Fox Canyon Groundwater Management Agency regulations. The study included planning for approximately $58 million in funding for the GREAT Program. Operating costs for GREAT Program facilities were not included, as they were not anticipated during the 5-year study period.

The establishment of the Capital Facilities Fee and Water Resources Development Fee was intended to comply with the provisions of Assembly Bill 1600, and to provide a funding mechanism to fund capacity expansions of the water distribution system (Capital Facilities Fee Fund) and expansions of water supply development projects, such as the GREAT Program (Water Resources Development Fee Fund). Collection of these fees was to be used to fund capital projects that expanded the water system and reimburse the Water Enterprise for new customers' purchase of existing capacity.

Utilities Rate Study 2009. In 2009, the City of Oxnard completed the *City of Oxnard CA Revenue Requirements, Cost of Service Allocations and Rate Design for the Water, Wastewater and Environmental Resources Enterprises* report, Nov 2009 (Rate Study 2009), a comprehensive rate study for its Water, Wastewater, and Environmental Resources Enterprises. The rate study established a reasonable and direct connection between the costs to operate, maintain and administrate the systems and facilities for each enterprise and each customer class with rates, and provided a long-term (10-year) financial management plan. Of note were new cost of service studies for the Wastewater and Environmental Resources Enterprises and validation of the existing cost of service study for the Water Enterprise; establishment of a volumetric fee structure for all wastewater customers, in compliance with CUWCC requirements; and a series of rate increases to bring the enterprises' revenues in line with necessary costs. The study recommended small increases each year.

The 2009 cost of service studies for the Wastewater and Environmental Resources Enterprises found that revenues were insufficient to meet the anticipated necessary expenditures of both enterprises, and recommended a series of rate increases. It also found that inequities existed between customer classes and recommended adjustments to make sure that each customer class covered its costs of services. The study found that the Wastewater Enterprise faced significant upcoming costs to begin replacing critical infrastructure in both the wastewater collection system and treatment plant.

The Utilities Rate Study 2009 established a volumetric fee structure for all wastewater customers, replacing the flat monthly fee for residential customers. This is in compliance with CUWCC requirements for conservation rates for both water and wastewater customers. For each customer class, the study established percentages of metered water usage that returns to the wastewater system. The new rate structure utilized those return-to-sewer figures to bill customers. This system rewards those who use less water and have lower discharges to the wastewater system.

Rate Study 2012. In the past two fiscal years, significant budget cuts were made and rate increases deferred, minimizing impacts upon customers in difficult economic times. In July 2011, staff re-examined the financial condition of each utility enterprise and determined, with verification of the rate study, that rate increases are needed for Fiscal Year 2012-13. Findings were included in the *Rate Study Update: Water, Wastewater and Environmental Resources Divisions* report, May 2012 (Rate Study 2012). On March 6, 2012, staff presented a report to City Council establishing the basis for the recommended rate increases.

Subsequent to the March 6, 2012 report, staff proceeded with a Proposition 218-compliant notification process by mailing notices to all property owners and utility customers stating the date of this public hearing and explaining the basis for the recommended rates. Staff recommends the adoption of the attached ordinances continuing and establishing water, wastewater and environmental resources user fees and charges to recover cost of operations and maintenance so that the utilities can remain self-supporting enterprises.

The proposed rate increases will ensure the continuation of daily operations, and future rate smoothing. Adoption of the proposed rates will also allow the enterprises to meet debt service coverage requirements and provide for replacement of fleet and aging infrastructure.

Subject to City Council approval, staff recommends a two-step rate increase in Fiscal Year 2012-2013, effective August 2012 and January 2013. The rate increase for the Water Enterprise is three percent (3%) in August 2012. The revenue increases for the Wastewater Enterprise are twelve percent (12%) in August 2012 and eight percent (8%) in January 2013. The rate increases for the Environmental Resources Enterprise are one percent (1%) for both August 2012 and January 2013.

The recommended combined enterprises revenue adjustment is less than 5% for each year. The average single-family residential customer will see an increase of 4.9%, or $5.33 per month, in August 2012, and a 2.6%, or $3.02 per month, in January 2013, as reflected in the table below.

Proposed Rate Increases for Average Single-Family Residential Customer

Utility Enterprise	Current Rates	Proposed Rates August 2012	Proposed Rates January 2013
Water	$47.78	$49.16	$49.16
Wastewater	$31.08	$34.73	$37.46
Environmental Resources	$29.92	$30.22	$30.51
Total Utility Bill	$108.78	$114.11	$117.13
	Percentage Increase:	4.9%	2.6%

The current average single-family residential utility bill in the Ventura County area is $110.83. Several cities are currently working on rate increases. Attachment No. 4 is a survey report of the combined utility rates for water, wastewater and solid waste service for the single family unit among cities in Ventura County.

FINANCIAL IMPACT

If approved, the rate increase will provide the following funding:

- $4,955,000 for water services in Fund 601 Water operating budget
- $9,695,000 for wastewater services in Fund 621 Wastewater Treatment operating budget and Fund 611 Wastewater Collection operating budget
- $439,100 for environmental resources services in Fund 631 Environmental resources operating budget

Attachment #1 - Ordinance Continuing and Establishing Water System User Fees and Charges
#2 - Ordinance Continuing and Establishing Wastewater System User Fees and Charges
#3 - Ordinance Continuing and Establishing Environmental Resources User Fees and Charges
#4 - Combined Utility Rate Survey for Single Family Unit

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _______

ORDINANCE ESTABLISHING FEES AND CHARGES FOR THE USE OF AND FOR SERVICES RELATING TO CITY WATER SERVICES

WHEREAS, Section 22-60 of the Oxnard City Code requires that the City Council establish by ordinance the rates charged for all water supplied by the City; and

WHEREAS, Section 22-60 of the Oxnard City Code provides that the rates charged for water supplied by the City shall be increased by the same percentage that the rates paid by the City to its water supply wholesalers increase; and

WHEREAS, the Water Resources Division – Water Section operates as a self-supporting enterprise fund (Water Fund) that depends upon revenues derived from the sale of water to City customers; and

WHEREAS, on or about the 3rd of November, 2009, the City Council adopted City ordinance 2819, establishing the current rates and charges applicable to City water customers; and

WHEREAS, the City's Public Works Department, Water Resources Division --.Water Section prepared a biennial budget and recommendations for the Water Resources Division – Water Section for fiscal years 2011-12, and 2012-13, dated July 19, 2011 (Budget), on file with the City Clerk, which also establishes the basis for the fees and charges set forth herein; and

WHEREAS, the City's Public Works Department has developed a Cost of Service and Revenue Study (Rate Study), and prepared an associated Revenue Requirements, Cost of Service Allocations and Rate Design for the Water, Wastewater and Environmental Resources Divisions Report, 2009, (Rate Study 2009), and a subsequent Rate Study Update for the Water, Wastewater and Environmental Resources Divisions Report, 2012 (Rate Study Update 2012). The Rate Study and report are based upon the Budget and the proportional cost of providing water service to the City's various customer classes, and provide a further basis for the rates and charges set forth herein; and

WHEREAS, the City's Public Works Department - Water Resources Division – Water Section has updated its cost of service analysis and this ordinance reflects updated supplemental fees and charges for certain special services available upon request throughout the City; and

WHEREAS, this ordinance includes provision for the automatic adjustment of rates based on changes in certain third party costs. The proposed rates displayed as effective beginning August 31, 2012, show the pre-authorized percentage rate increase applicable at the beginning of fiscal year 2011-2012. However, the actual rates effective August 31, 2012 may vary based on the implementation of any automatic rate adjustment resulting from changes in third party costs; and

WHEREAS, Public Resources Code Section 21080(b)(8) and Section 15273 of the California Environmental Quality Act (CEQA) Guidelines provide that CEQA does not apply to the modification of public agency rates and other charges which the public agency finds are intended for certain purposes.

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

1. The adoption of this ordinance is exempt from the California Environmental Quality Act because the fees adopted herein are for the following purposes:

   a. Meeting operating expenses, including the increased cost of water supplies, treatment chemicals, electricity costs, debt service, and Water Resources Division – Water Section employee wages and fringe benefits; and

   b. Purchasing and leasing supplies, equipment, and materials associated with the provision of water service; and

   c. Meeting financial reserve needs and requirements; and

   d. Obtaining funds for capital projects necessary to maintain water service within the City service area, including cast iron pipe replacement, water quality treatment upgrades, fire hydrant upgrades, hydraulic improvements to the existing system, control system improvements, and groundwater well rehabilitation.

2. The basis for the foregoing claim of exemption is found in the Budget, Rate Study, Rate Study 2009 and Rate Study Update 2012.

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

Part 1. Section 22-61 of the Oxnard City Code is amended to read as follows:

SEC. 22-61. FEES AND CHARGES.

The following fees and methods for charging and collecting for services relating to the water system of the city are established and effective during the dates indicated, as follows:

I. Monthly Water Use Rates

A. Monthly Rates for Single Family Residential Water Use

Rate Per Hundred Cubic Feet (HCF)	**Effective August 31, 2012**
0 to 6 HCF/Mo.	$2.62
7 to 12 HCF/Mo.	$2.90
Over 12 HCF/Mo.	$4.07

B. Monthly Rates for Multi-Family Residential Water Use

Rate Per Hundred Cubic Feet (HCF)	Effective August 31, 2012
0 to 17 HCF/Mo.	$2.13
18 to 32 HCF/Mo.	$2.38
Over 32 HCF/Mo.	$3.54

C. Monthly Rates for Commercial/Institutional/Industrial/Fireline/Landscape Irrigation Water Use

Rate Per Hundred Cubic Feet (HCF)	Effective August 31, 2012
0 to 17 HCF/Mo.	$2.13
18 to 32 HCF/Mo.	$2.38
Over 32 HCF/Mo.	$3.54

D. Monthly Rates for Metered Construction Water Use

Rate Per Hundred Cubic Feet (HCF)	Effective August 31, 2012
0 to 13 HCF/Mo.	$4.30
14 to 23 HCF/Mo.	$4.75
Over 23 HCF/Mo.	$7.11

E. Monthly Rates for Oceanview Agricultural Irrigation Water Use

Rate Per Hundred Cubic Feet (HCF)	Effective August 31, 2012
HCF/Mo.	$0.93

F. Monthly Rates for Ocean View Residential/Commercial/Institutional/Industrial Use

Rate Per Hundred Cubic Feet (HCF)	Effective August 31, 2012
0 to 17 HCF/Mo.	$2.13
18 to 32 HCF/Mo.	$2.38
Over 32 HCF/Mo.	$3.54

G. Recycled Water for Irrigation in Lieu of Potable Water

Rate Per Hundred Cubic Feet (HCF)	Effective August 31, 2012
0 to 17 HCF/Mo.	$1.81
18 to 32 HCF/Mo.	$2.02
Over 32 HCF/Mo.	$3.01

H. Recycled Water for Industrial in Lieu of Potable Water

Rate Per Hundred Cubic Feet (HCF)	Effective August 31, 2012
0 to 13 HCF/Mo.	$1.81
14 to 23 HCF/Mo.	$2.02
Over 23 HCF/Mo.	$3.01

II. Monthly Meter Rates

In addition to monthly rates for water use (per HCF) as set forth in subsection I, all accounts shall pay one of the following monthly meter rates, based on service connection or meter size, and the associated customer class or use:

A. Single Family Residential &
Ocean View Residential/Commercial/Institutional/Industrial

Meter Size (inches)	Effective August 31, 2012
0.75"	$14.30
1.0"	$22.54
1.5"	$41.69
2.0"	$69.55
3.0"	$142.02
4.0"	$241.06
6.0"	$500.12
8.0"	$718.40
10.0"	$1,156.39

B. Multi-Family Residential

Meter Size (inches)	Effective August 31, 2012
0.75"	$12.20
1.0"	$19.22
1.5"	$35.03
2.0"	$54.28
3.0"	$121.94
4.0"	$198.20
6.0"	$414.65
8.0"	$595.74
10.0"	$958.68

C. Commercial/Institutional/Industrial/Landscape Irrigation

Meter Size (inches)	Effective August 31, 2012
0.75"	$9.86
1.0"	$15.16
1.5"	$27.35
2.0"	$42.50
3.0"	$90.91
4.0"	$155.47
6.0"	$318.22
8.0"	$464.22
10.0"	$736.05

D. Ocean View Agricultural Irrigation

Meter Size (inches)	Effective August 31, 2012
0.75"	$9.86
1.0"	$15.16
1.5"	$27.35
2.0"	$42.50
3.0"	$90.91
4.0"	$155.47
6.0"	$318.22
8.0"	$464.22
10.0"	$736.05

III. Special Water Services: Each customer shall pay the following fees, according to the service received.

A. Flat Rates: Effective August 31, 2012

Where meters are not installed, water services shall be paid for each dwelling facility, business activity, construction site, or service, whether or not such facility, activity, site or service is at the same location, at a monthly rate which shall be determined by the public works director subject to the approval of the city manager. Any unmetered service shall be temporary and limited to the shortest duration practical.

B. Fire Services

In addition to the monthly rate for water service (per HCF) set forth in subsection 1, and the monthly meter rates set forth in subsection 2, those accounts with separate, private fire lines used exclusively for fire protection, whether such lines are attached to automatic sprinkler systems, fire hydrants or hose attachments, shall pay monthly meter rates, based on meter or connection size:

Meter Size (inches)	Effective August 31, 2012
0.75"	$1.51
1.0"	$2.62
1.5"	$5.01
2.0"	$8.05
3.0"	$17.76
4.0"	$30.36
6.0"	$63.32
8.0"	$91.09
10.0"	$146.83

C. Metered Construction Rate

All water drawn through a temporary meter on a fire hydrant or other connection to a main shall be paid for at metered construction rate, as set forth in subsection 1.

In addition to the monthly rates for water use, a monthly charge based on meter size shall be imposed as follows:

Meter Size (inches)	Effective August 31, 2012
0.75"	$0.00
1.0"	$25.11
1.5"	$0.00
2.0"	$0.00
3.0"	$84.50
4.0"	$0.00
6.0"	$0.00
8.0"	$0.00
10.0"	$0.00

D. Unmetered Rate

In new subdivisions and other projects where meters are not installed immediately, water use shall be paid for at rate determined as set forth in subsection III (A). In addition to those monthly rates for water use, a monthly charge based on the size of the service connection shall be imposed as follows:

Meter Size (inches)	Effective August 31, 2012
0.75"	$7.11
1.0"	$10.45
1.5"	$15.91
2.0"	$20.89
3.0"	$26.29
4.0"	$31.67
6.0"	$42.45
8.0"	$53.23
10.0"	$64.00

E. Monthly Security and Contamination Prevention Fee

Service	Effective July 1, 2010
Security and Contamination Prevention Fee	$1.24

F. Monthly Water Resource Fee

Service	Effective July 1, 2010
Water Resource Fee	$0.50

G. Service to City

1. The city shall pay for all installation services furnished to the city at the rates established by this section. However, the water division shall be exempt from paying for installation service.

2. The city shall pay for all water furnished to the city at the rates established by this section. However, the water division and the fire department shall be exempt from paying for water provided to them.

3. Unmetered water used for street sweeping, plant watering, storm drain flushing, construction purposes, and all miscellaneous uses not herein specifically mentioned shall be deemed to have been furnished through a single meter for each department. The public works director shall estimate the monthly volume of unmetered water used for such purposes.

4. All water furnished to property owned by the city shall be metered.

H. Temporary Agricultural Use

The city may provide water on a temporary basis for agricultural purposes in accordance with section 22-65 of the City Code. Monthly water rates for temporary agricultural purposes shall be the same as commercial/industrial blended rates.

I. Broken locks

In the event a customer breaks a lock placed on the water meter, in addition to all other amounts due, the customer shall pay a fee of $12.00 to replace the broken lock.

J. Billing and collection; delinquent bills; nonpayment

The customer shall pay a fee of $13.00 for each visit to a customer's property to collect a water bill that is delinquent. If water service is discontinued due to nonpayment or non-compliance with the City Code or this ordinance, in addition to all other amounts due, the customer shall pay a fee of $80.00 for resuming service.

K. Billing Procedure for Periodic Charge for City Water Service

Water service bills shall be computed according to the rates then in effect and the number of days in the service period at each rate.

Part 2. As provided in section 22-37 of the City Code, the customer shall pay for installation of each water service and water meter:

(A) In addition to the cost of administration and materials, the rates for installing each new service and each new meter, which amount shall be paid in advance, shall be as follows:

Service	Meter	Meter Box and Tail Piece	Effective August 31, 2012
3/4"	3/4"	3/4"	$1,500.00
1"	1"	1"	$1,700.00
1-1/2"	1-1/2"	1-1/2"	$2,200.00
2"	2"	2"	$2,500.00

(B) The rates for installing each new meter on a service, previously installed and paid for, shall be as follows in addition to the cost of materials:

Meter	Service	New Box	Effective August 31, 2012
3/4"	3/4"	3/4"	$450.00
1"	1"	1"	$525.00
1-1/2"	1-1/2"	1-1/2"	$925.00
2"	2"	2"	$1,100.00

Part 3. As provided in sections 22-19, 22-26, 22-33, 22-35, 22-39, 22-40, 22-46, 22-48, 22-49 and 22-61 of the City Code, the city shall require the payment of deposits, fees and charges as follows:

(A) Fully Allocated Hourly Rates

	Effective August 31, 2012
Meter Repair Worker	$68.00
Water Distribution Operator I	$62.00
Water Distribution Operator II	$71.00
Senior Water Distribution Operator	$78.00

(B) Deposit guaranteeing payment

Each applicant for service shall be required to place a deposit with the city to guarantee the payment of all water charges. The amount of this deposit for monthly water service shall be:

	Meter	Effective August 31, 2012
For each	3/4"	$44.00
For each	1"	$65.00
For each	1-1/2"	$120.00
For each	2"	$185.00

For each meter over two inches, an amount equal to an approximate one-month minimum bill, but not less than $205.00.

(C) Meter testing

Upon written request to test a meter, the customer shall deposit $100.00 for a meter size of up to eight inches and $200.00 for a meter size of over eight inches.

(D) Turning water on or off – non-emergency

Except in an emergency situation, the charge to have water turned on or off during customary business hours (8:00 a.m. to 5:00 p.m., Monday through Friday) shall be $80.00. To have the water turned on or off at any time after hours (this includes weekends and City-observed holidays), the charge shall be $145.00.

(E) Removal of meter and reinstallation

In the event a customer turns on the water service or permits or causes water service to be turned on after water service has been turned off for nonpayment or noncompliance, the city shall again turn off the service and remove the meter, and the customer shall pay a fee of $120.00, in addition to other amounts due, before water service is restored.

(F) Request for Relocation or Abandonment of Meters or Service will be estimated in accordance with the following schedule:

1. Relocate meter box laterally (not in paved area):

Meter	Effective August 31, 2012	Total Cost Effective August 31, 2012
3/4"	$440.00 + Abandonment Cost	$560.00
1"	$615.00 + Abandonment Cost	$735.00
1-1/2"	$835.00 + Abandonment Cost	$985.00
2"	$1,190.00 + Abandonment Cost	$1,370.00

2. Relocate meter box from yard to sidewalk

Service	Effective August 31, 2012
Relocate meter box from yard to sidewalk	$240.00

3. Relocate meter box from driveway to sidewalk

Service	Effective August 31, 2012
Relocate meter box from driveway to sidewalk	$300.00

4. Abandonment of water services:

Meter	Effective August 31, 2012
3/4"	$120.00
1"	$120.00
1-1/2"	$150.00
2"	$180.00

*** Relocation or abandonment of services will be done by Water Distribution personnel unless it is determined by the Water Resources Manager that a contractor will be used. It is required that the contractor follow the proper Public Works procedures, obtain all necessary permits, have all necessary inspections performed and pay all required fees.**

5. Credit for existing meter removed and replaced with a larger service and meter in the same location:

Meter	Effective August 31, 2012
3/4"	$235.00
1"	$290.00
1-1/2"	$505.00
2"	$715.00

(G) Backflow Prevention and Cross-Connection Control

Timely submission of forms demonstrating completed testing and inspection compliance for backflow prevention and cross-connection control device(s) shall include a $21.00 fee for each device. If the properly completed compliance forms are not returned within 30 days, the Water Resources Manager shall send a second notice, and assess an additional $16.00 late fee. If the properly completed compliance forms are not returned within 60 days of the original notice, the Water Resources Manager shall send a third notice, and assess an additional $27.00 late fee. If the properly completed compliance forms are not returned within 90 days of the original notice, the customer or owner shall pay an additional $53.00, plus the cost of all administrative, labor and materials required to complete the work. Inspection services by City employees shall be provided for a fee of $48.00 plus, $16.00 per device.

(H) Fire Hydrant Test, Inspection and Repairs Fees

Service	Effective August 31, 2012
Hydrant Flow Test Inspection	$150.00

Temporary Hydrant Meter	Effective August 31, 2012
Setup/Retrieval	$100.00
Move	$65.00
Deposit – Meter Replacement Cost	$850.00
Damaged Hydrant Meter Repair	Labor + Materials
Water Curbs Stop Repair	Labor + Materials

Part 4. Automatic Adjustment for Wholesale Water Rate Increases; Reauthorization of City Code Section 22-60:

Pursuant to Government Code section 53756, section 22-60(B) (C) and (D) are reauthorized for a 5 year period.

Part 5. Severability. If any provision of this ordinance, or part thereof, is for any reason held to be invalid or unconstitutional, the remaining sections shall not be affected, but shall remain in full force and effect, and to this end the provisions of this ordinance are severable.
Part 6. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation in the City. Ordinance No. ________ was read on July 17, 2012 and finally adopted on July 31, 2012 to become effective 30 days thereafter.

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

AYES: Councilmembers .

NOES:

ABSENT:

____
Dr. Thomas E. Holden, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

____
Alan Holmberg, City Attorney

ORDINANCE NO. _______

(UNCODIFIED)

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ESTABLISHING WASTEWATER SYSTEM USER FEES AND CHARGES

WHEREAS, the regulations of the Federal Environmental Protection Agency (EPA) and the California State Water Resources Control Board (SWRCB) Revenue Program Guidelines require that the City of Oxnard's wastewater service charges conform to grant specifications for fair and equitable user fees; and

WHEREAS, the EPA and SWRCB revenue programs require the City to conduct an annual rate adjustment study and to implement the recommendations thereof, to keep municipal wastewater services on a self-supporting basis; and

WHEREAS, pursuant to Chapter 19 of the Oxnard City Code, Ordinance No. 2818 was adopted the 3rd of November, 2009, to set forth the City's wastewater system fees, charges, and user rates in accordance with the provisions of the City Code and EPA/SWRCB guidelines; and

WHEREAS, the City's Public Works Department, Water Resources Division – Wastewater Section prepared a biennial budget and recommendations for the Wastewater Section for fiscal years 2010-11, and 2012-13, dated July 19, 2011 (Budget), on file with the City Clerk, which also establishes the basis for the fees and charges set forth herein; and

WHEREAS, the City's Public Works Department has developed a Cost of Service and Revenue Study (Rate Study), and prepared an associated Revenue Requirements, Cost of Service Allocations and Rate Design for the Water, Wastewater and Environmental Resources Divisions Report, 2009, (Rate Study 2009), and a subsequent Rate Study Update for the Water, Wastewater and Environmental Resources Divisions Report, 2012 (Rate Study Update 2012). The Rate Study and report are based upon the Budget and the proportional cost of providing wastewater treatment and disposal service to the City's various customer classes, and provide a further basis for the rates and charges set forth herein; and

WHEREAS, the City's Public Works Department, Water Resources Division -- Wastewater Section has updated its cost of service analysis and this ordinance reflects updated supplemental fees and charges for certain special services available upon request throughout the City; and

WHEREAS, this ordinance includes provision for the automatic adjustment of rates based on changes in certain third party costs. The proposed rates displayed as effective beginning August 31, 2012, show the pre-authorized percentage rate increase applicable at the beginning of fiscal year 2012-2013. However, the actual rates effective August 31, 2012 may vary based on the implementation of any automatic rate adjustment resulting from changes in third party costs; and

WHEREAS, Public Resources Code Section 21080(b)(8) and Section 15273 of the California Environmental Quality Act (CEQA) Guidelines provide that CEQA does not apply to the modification of public agency rates and other charges which the public agency finds are intended for certain purposes.

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

1. The adoption of this ordinance is exempt from the California Environmental Quality Act because the fees adopted herein are for the following purposes:

   a. Meeting operating expenses, including the increased cost of chemicals and energy sources, biosolids management, more stringent regulatory requirements, debt service, and Water Resources Division, Wastewater Section employee wages and fringe benefits; and

   b. Purchasing and leasing supplies, equipment, and materials associated with the provision of wastewater service; and

   c. Meeting financial reserve needs and requirements; and

   d. Obtaining funds for capital projects necessary to maintain wastewater service within the City service area, including repair and replacement of the extensive collection and disposal systems and treatment plant; and

   e. Obtaining funds necessary to maintain those intracity transfers as are authorized.

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

Part 1. The fees, charges and rates set forth below shall be charged and collected for the use of and for other privileges and services relating to the Regional Wastewater Treatment System of the City of Oxnard:

A. Regional Treatment & Disposal Facility User Charge

The monthly rate for regional users (Oxnard, Port Hueneme, Naval Base Ventura County (Port Hueneme and Point Mugu)) of the facility shall be calculated by the "Regional User Charge Formula" as follows:

RMUC = e (Vm) + f (Bm) + g (Sm)

Where:
RMUC = regional monthly user charge in dollars
VM = monthly wastewater discharge in millions of gallons (volume)
Bm = monthly biological oxygen demand (BOD) discharge in thousands of pounds
Sm = monthly suspended solids (SS) discharge in thousands of pounds

e, f and g are unit cost coefficients established as follows:

Service	Effective August 31, 2012	Effective January 1, 2013
Monthly Wastewater Discharge/Millions of Gallons	e = $1,090.98	e = $1,178.25
Monthly Biological Oxygen Demand (BOD) Discharge/Thousands of Lbs.	f = $123.60	f = $133.48
Monthly Suspended Solids (SS) Discharge/Thousands of Lbs.	g = $181.13	g = $195.62

B. City of Oxnard User Charge for Wastewater System

The rate for City user classes or individual users of the wastewater system shall be calculated by the "City of Oxnard User Charge Formula" (the Oxnard Formula) as follows:

OMUC = p (Vm) + q(Bm) + r(Sm)

Where:
OMUC = Oxnard monthly user charge in dollars
Vm = monthly wastewater discharge in millions of gallons
Bm = monthly BOD discharge in thousands of pounds
Sm = monthly SS discharge in thousands of pounds

p, q and r are unit cost coefficients established as follows:

Service	Effective August 31, 2012	Effective January 1, 2013
Monthly Wastewater Discharge/Millions of Gallons	p = $2,016.56	p = $2,177.88
Monthly Biological Oxygen Demand (BOD) Discharge/Thousands of Lbs.	q = $459.48	q = $496.24
Monthly Suspended Solids (SS) Discharge/Thousands of Lbs.	r = $363.40	r = $392.47

1. Formula Users (Industrial & Commercial)

   The monthly user charge for formula users shall be calculated using the Oxnard Formula. Industrial and commercial users billed by Oxnard Formula shall be those so designated by the Public Works Director. For those formula users that do not provide metered wastewater flow data, the wastewater flow shall be assumed to be 90% of water consumed. For those users that provide engineering data acceptable to the Public Works Director showing a different percentage, the wastewater flows will be based on that data.

2. Non-Formula Users (Industrial, Commercial & Governmental)

   The monthly user charge for non-residential users of the system that are not classified as formula users by the Public Works Director shall be as follows. The rate per hundred cubic feet (HCF) of water used is based on the assumption that a percent of the water consumed is returned to the wastewater system. The applicable percentage differs based on customer class. The percentage return is included for each customer class in the tables below. The Public Works Director shall have the authority to review the water consumption of any metered user of the wastewater system and to adjust the rate based on the average water consumption over a reasonable period of time:

a. Commercial/School Wastewater Use (Percentage Wastewater Return = 85%):

Rate Per Hundred Cubic Feet (HCF)	Effective August 31, 2012	Effective January 1, 2013
0 to 50 HCF/Mo.	$2.30	$2.48
51 to 930 HCF/Mo.	$2.88	$3.10
Over 930 HCF/Mo.	$5.75	$6.20

b. Restaurant Wastewater Use (Percentage Wastewater Return = 80%):

Rate Per Hundred Cubic Feet (HCF)	Effective August 31, 2012	Effective January 1, 2013
0 to 20 HCF/Mo.	$2.30	$2.48
21 to 160 HCF/Mo.	$2.88	$3.10
Over 160 HCF/Mo.	$5.75	$6.20

c. Laundry / Laundromat Wastewater Use (Percentage Wastewater Return = 90%):

Rate Per Hundred Cubic Feet (HCF)	Effective August 31, 2012	Effective January 1, 2013
0 to 105 HCF/Mo.	$2.30	$2.48
106 to 525 HCF/Mo.	$2.55	$2.75
Over 525 HCF/Mo.	$3.17	$3.42

3. Non-Formula Users - Residential:

Residential wastewater service is deemed to begin when water service begins. Monthly residential user charges by type of dwelling units are as follows. The rate per hundred cubic feet (HCF) of water used is based on the assumption that a percentage of the water consumed is returned to the wastewater system. The applicable percentage differs based on customer class. The percentage return is included for each customer class in the tables below. The Public Works Director shall have the authority to review the water consumption of any metered user of the wastewater system and to adjust the rate based on the average water consumption over a reasonable period of time:

a. Single Family Residential Wastewater Use (Percentage Wastewater Return = 80%):

Rate Per Hundred Cubic Feet (HCF)	Effective August 31, 2012	Effective January 1, 2013
0 to 9 HCF/Mo.	$1.25	$1.38
10 to 18 HCF/Mo.	$1.39	$1.53
Over 18 HCF/Mo.	$1.94	$2.14

b. Single Family Residential Wastewater Use; Large Lots* (Percentage Wastewater Return = 60%):

Rate Per Hundred Cubic Feet (HCF)	Effective August 31, 2012	Effective January 1, 2013
0 to 16 HCF/Mo.	$1.25	$1.38
17 to 25 HCF/Mo.	$1.39	$1.53
Over 25 HCF/Mo.	$1.94	$2.14

* Lot size of over 7,000 square feet, not including the footprint of the house.

c. Multi-Family, Multi-Unit Residential Wastewater Use (Percentage Wastewater Return = 90%):

Rate Per Hundred Cubic Feet (HCF)	Effective August 31, 2012	Effective January 1, 2013
0 to 6 HCF/Mo.*	$1.05	$1.13
7 to 12 HCF/Mo.*	$1.17	$1.25
Over 12 HCF/Mo.*	$1.63	$1.75

* Tiers for Multi-Family Residential wastewater rates are variable and are determined by multiplying each tier by the number of units.

4. Monthly Base Rates

In addition to monthly rates based on water use (per HCF) as set forth above, the following customer classes shall pay a monthly meter rates:

Service	Effective August 31, 2012	Effective January 1, 2013
Single Family	$19.72	$21.30
Multi-Family/Unit	Units 1-6: $14.42 Units 7+: $7.19	Units 1-6: $15.57 Units 7+: $7.77

5. Minimum Monthly Fees

The following customer classes shall pay the greater of the applicable monthly rates set forth in the table below, or the monthly rates based on the actual water use (per HCF) as set forth above:

Service	Effective August 31, 2012	Effective January 1, 2013
Commercial	$13.10	$14.15
Restaurant	$12.15	$13.12
Laundry	$57.50	$62.10
School	$46.00	$49.68

6. Monthly Security and Contamination Prevention Fee: Each customer shall pay a monthly security and contamination prevention fee as follows:

Service	Effective August 31, 2012	Effective January 1, 2013
Security & Contamination Prevention Fee	$0.65	$0.65

7. Non-metered Water Users

   Except as provided in subsection B3 for residential water users, other non-metered water users, including commercial and industrial users, shall pay a monthly rate as determined by the Public Works Director based upon the monthly rate charged a metered water user of comparable size and character of use, provided, however, that the minimum monthly charge shall be the same as that charged for a multiple dwelling family dwelling unit.

Service	Effective August 31, 2012	Effective January 1, 2013
Non-Metered Customers	$33.86	$36.57

8. Wastewater System Rate for Wastewater Treated by Another Agency

   Where wastewater is collected by the City and is accepted by another agency for transmission, treatment and disposal, the monthly wastewater rates shall be equal to the rate charged by such agency for transmission, treatment and disposal of such wastewater, anything to the contrary herein notwithstanding.

9. Additional Charges for Outside the City Users of City Wastewater System

   Those outside the City users of the Las Posas sewer line shall be charged a monthly rate for wastewater service as follows. Wastewater service is deemed to begin when water service begins. The rate per hundred cubic feet (HCF) of water used is based on the assumption that 85 percent of the water consumed is returned to the wastewater system. The Public Works Director shall have the right to review the water consumption of any metered user of the wastewater system and to adjust the rate based on the average water consumption over a reasonable period of time:

   a. Monthly Rates for User Charge Formula – Outside City

Service	Effective August 31, 2012	Effective January 1, 2013
Outside City – Residential	$68.34	$75.91
Outside City – Multi	$45.80	$50.36

b. Monthly Rates for Las Posas Commercial/Institutional Wastewater Use

Rate Per Hundred Cubic Feet (HCF)	Effective August 31, 2012	Effective January 1, 2013
0 to 50 HCF/Mo.	$4.60	$4.96
51 to 930 HCF/Mo.	$5.76	$6.20
Over 930 HCF/Mo.	$11.50	$12.40

C. Industrial and Liquid Waste Sampling, Analysis and Flow Measurement

Dischargers whose wastewater charges are individually calculated using the Oxnard Formula shall be responsible for costs of required sampling, analysis and flow measurement associated therewith as provided in Chapter 19 of the Oxnard City Code. If sampling, analysis and flow data are not provided to the City as required, the Public Works Director shall cause monitoring to be performed or an estimate made to enable charges to be rendered. The discharger shall be billed for these extra costs.

D. Charges for Unusual or Non-Compatible Wastewater

A charge for unusual or non-compatible waste constituents of such quality or character as to impose upon the City unusual operation and/or maintenance or capital costs whether or not related to total flow volume, biochemical oxygen demand, or suspended solids, shall be set by the Public Works Director and paid by the discharger. These charges shall be reasonably calculated to defray costs attributable to such wastes.

E. Fee for Appeal

For each appeal to the City Council of a ruling by the Public Works Director a fee of $100 will be charged.

F. Industrial Wastewater Discharge Permits

The Industrial Wastewater Discharge Permits (permit) specified in Chapter 19 of the Oxnard City Code shall be granted for a specific time period, not to exceed five years. Application for permit and permit renewal shall be made in accordance with Chapter 19. All users classified as significant industrial wastewater users according to Chapter 19 shall be assessed a fee of $2,500 per year per permit. All other industrial users shall be assessed a fee of $100 per year per permit. In addition to the permit fee, new applicants for a permit shall be assessed a one time new application processing fee of $100.

G. Billing Procedure for Monthly Service Charge for Use of City Wastewater System

Bills shall be computed according to the rates then in effect and the number of days in the service period at each rate.

H. Automatic Inflation Adjustment. Pursuant to Government Code section 53756, the rates adopted herein shall automatically adjust for a 5 year period, for inflation in the cost of operating the city wastewater system. The inflation adjustment shall be the same percentage as the percentage change in the rates that the city pays to power providers that supply electricity and natural gas sources to power the wastewater collection, treatment and disposal systems, as those rates are applied in the Rate Study. Such adjustments shall be effective concurrent with the date of any adjustments in rates that the city pays to power providers that supply electricity and natural gas sources to power the wastewater collection, treatment and disposal systems.

Part 2. The provisions of this ordinance shall be applicable to all service provided or charges incurred on and after August 31, 2012. Upon the effective date of this Ordinance, Ordinance No. 2818 is repealed.

Part 3. If for any reason this ordinance is held invalid or unenforceable, the City Council intends that the ordinance provisions which would have been repealed by this ordinance shall remain in effect as if this ordinance had not been adopted.

Part 4. If for any reason any part of this ordinance is held invalid or unenforceable, the City Council intends that the remaining parts of this ordinance remain in effect.

Part 5. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. _______ was first read on July 17, 2012, finally adopted on July 31, 2012, to become effective thirty (30) days thereafter.

APPROVED AND ADOPTED this __ day of July, 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

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

(UNCODIFIED)

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD READOPTING AND ESTABLISHING SOLID WASTE SYSTEM USER FEES AND CHARGES

WHEREAS, the City Council has adopted Chapter 19 of the Code of the City of Oxnard to regulate solid waste collection and disposal of the City's solid waste; and

WHEREAS, the Solid Waste Fund (Environmental Resources Division) is a self-supporting enterprise fund that depends on the revenues derived from services rendered for solid waste collection, processing, disposal and street sweeping; and

WHEREAS, on November 3, 2009, the City Council approved Ordinance No. 2817 establishing solid waste system user fees and charges; and

WHEREAS, the Public Works Department prepared an Environmental Resources Division Budget for fiscal years 2010-11, and 2012-13, dated July 19, 2011 (Budget) on file with the City Clerk, which establishes the basis for new and increased fees and charges set forth herein; and

WHEREAS, the City's Public Works Department has developed a Cost of Service and Revenue Study (Rate Study), and prepared an associated Revenue Requirements, Cost of Service Allocations and Rate Design for the Water, Wastewater and Environmental Resources Divisions Report, 2009, (Rate Study 2009), and a subsequent Rate Study Update for the Water, Wastewater and Environmental Resources Divisions Report, 2012 (Rate Study Update 2012). The Rate Study and report are based upon the Budget and the proportional cost of providing solid waste system service to the City's various customer classes, and provide a further basis for the rates and charges set forth herein; and

WHEREAS, the City's Public Works Department – Environmental Resources Division has updated its cost of service analysis and this ordinance reflects updated supplemental fees and charges for certain special collection services available upon request throughout the City; and

WHEREAS, this ordinance includes provision for the automatic adjustment of rates based on changes in certain third party costs. The proposed rates displayed as effective beginning August 31, 2012, show the pre-authorized percentage rate increase applicable at the beginning of fiscal year 2012-2013. However, the actual rates effective August 31, 2012 may vary based on the implementation of any automatic rate adjustment resulting from changes in third party costs; and

WHEREAS, Public Resources Code Section 21080(b)(8) and Section 15273 of the California Environmental Quality Act (CEQA) Guidelines provide that CEQA does not apply to the modification of public agency rates and other charges which the public agency finds are intended for certain purposes.

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

1. The adoption of this ordinance is exempt from the California Environmental Quality Act because the fees adopted herein are for the following purposes:

   a. Meeting operating expenses, including the increased cost of solid waste disposal, and Public Works Department – Environmental Resources Section employee wages and fringe benefits; and

   b. Purchasing and leasing supplies, equipment, and materials associated with the provision of solid waste system service; and

   c. Meeting financial reserve needs and requirements; and

   d. Obtaining funds for capital projects necessary to maintain solid waste system service within the City service area, including repair and replacement of aging facilities, equipment and trucks, and retrofitting trucks with diesel exhaust particulate filters to meet increased regulatory emissions requirements, none of which expand the solid waste system.

2. The basis for the foregoing claim of exemption is found in the Budget and the Rate Study.

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

Part 1. Monthly Rates

The fees, charges and rates set forth below shall be charged and collected for the use of and for the privileges and services relating to the Solid Waste System of the City of Oxnard.

A. Residential dwellings

Weekly residential service in dwellings not using mechanical front-end loaded containers:

Customer	Effective August 31, 2012	Effective January 1, 2013
Single family variable service (individually billed single and multiple unit dwellings that generate lesser amounts of waste, recyclables, and green waste or have medical disabilities that limit ability to maneuver larger containers (65 gallon refuse, 65 gallon recycle and 65 gallon green waste containers))	$23.90	$24.13
Single family standard service (individually billed single and multiple unit dwellings (65 or 95 gallon refuse, 95 gallon recycle, and 95 gallon green waste containers))	$29.86	$30.15
Jointly billed multiple-unit dwellings (such as apartments, duplexes, triplexes, boarding houses, mobile home parks, hotels or motels):		
First Unit	$29.86	$30.15
Second Unit	$26.88	$27.13
Third Unit	$25.39	$25.64
Each Unit in excess of three	$23.90	$24.13
Each Extra Container (Trash, Recycling, or Green Waste)	$10.96	$11.07

B. Commercial and Industrial Users; Not Using Mechanical Front-End Loaded Containers

1. Weekly collection service for commercial and industrial businesses not using mechanical front-end loaded containers:

Customer	Effective August 31, 2012	Effective January 1, 2013
One 95-gallon refuse container	$41.87	$42.29
Two 95-gallon refuse containers	$73.24	$73.96
Three 95-gallon refuse containers	$94.14	$95.07
Four 95-gallon refuse containers	$115.05	$116.19
Five 95-gallon refuse containers	$135.96	$137.30
Five 95-gallon refuse containers (2 collections per week)	$237.88	$240.23

2. Weekly recyclables and green waste collection service for commercial and industrial businesses not using mechanical front-end loaded containers:

Customer	Effective August 31, 2012	Effective January 1, 2013
One 95-gallon refuse container	$20.97	$21.18

3. Weekly and daily refuse collection service for multiple unit dwellings and commercial and industrial businesses using mechanical front-end loaded containers:

Effective August 31, 2012 **Rates / Collections Per Week**

Container Size	1	2	3	4	5	6
2-cubic yard	$127.97	$223.95	$287.92	$351.90	$415.90	$479.88
2-cubic yard shared	$63.98	$111.97	$143.98	$175.96	$207.95	$239.95
2-cubic yard compactor	$274.22	$479.88	$616.98	$754.09	$891.20	$1,028.30
4-cubic yard	$222.60	$389.55	$500.84	$612.14	$723.44	$834.74
4-cubic yard shared	$111.29	$194.78	$250.43	$306.07	$361.72	$417.37
4-cubic yard compactor	$448.43	$784.74	$1,008.95	$1,233.16	$1,457.37	$1,681.58

Effective January 1, 2013 **Rates / Collections Per Week**

Container Size	1	2	3	4	5	6
2-cubic yard	$129.23	$226.18	$290.77	$355.39	$420.02	$484.63
2-cubic yard shared	$64.62	$113.08	$145.40	$177.70	$210.01	$242.32
2-cubic yard compactor	$276.93	$484.63	$623.09	$761.55	$900.03	$1,038.48
4-cubic yard	$224.81	$393.40	$505.80	$618.20	$730.61	$843.01
4-cubic yard shared	$112.39	$196.71	$252.91	$309.10	$365.30	$421.50
4-cubic yard compactor	$452.87	$792.51	$1,018.94	$1,245.37	$1,471.80	$1,698.23

Each container in excess of the regular service level on an established account	Solid Waste	Recyclables or Green Waste
2-cubic yard	$56.50	$28.25
4-cubic yard	$98.50	$49.25

4. Weekly and daily recyclables and green waste collection service for multiple unit dwellings and commercial and industrial businesses using mechanical front-end loaded containers:

Effective August 31, 2012 **Rates / Collections Per Week**

Container Size	1	2	3	4	5	6
2-cubic yard	$63.98	$111.97	$143.98	$175.96	$207.95	$239.95
2-cubic yard shared	$31.99	$55.98	$71.98	$87.97	$103.97	$119.96
2-cubic yard compactor	$137.11	$239.95	$308.49	$377.05	$445.60	$514.15
4-cubic yard	$111.29	$194.78	$250.43	$306.07	$361.72	$417.37
4-cubic yard shared	$55.65	$97.38	$125.22	$153.04	$180.87	$208.68
4-cubic yard compactor	$224.21	$392.37	$504.48	$616.58	$728.41	$840.80

Effective January 1, 2013 **Rates / Collections Per Week**

Container Size	1	2	3	4	5	6
2-cubic yard	$64.62	$113.08	$145.40	$177.70	$210.01	$242.32
2-cubic yard shared	$32.30	$56.54	$72.70	$88.84	$105.00	$121.15
2-cubic yard compactor	$138.47	$242.32	$311.55	$380.79	$450.01	$519.24
4-cubic yard	$112.39	$196.71	$252.91	$309.10	$365.30	$421.50
4-cubic yard shared	$56.20	$98.35	$126.46	$154.55	$182.66	$210.74
4-cubic yard compactor	$226.43	$396.26	$509.48	$622.69	$735.62	$849.13

5. Per pickup charge for businesses regularly using roll-off containers. In addition to the fees for use of the container(s) presented below, the user shall pay all disposal fees. Minimum pickup is twice per month. If use is for less than one month, user shall pay a container rental fee of $15.00 per day , plus all disposal fees:

Effective August 31, 2012

Container Size	Charge per Refuse Pickup	Charge per Recyclables Or Green Waste Pickup
10-cubic yard	$151.58	$75.79
13.4-cubic yard	$151.58	$75.79
20-cubic yard compactor	$197.86	$98.93
30-cubic yard	$198.62	$99.31
30-cubic yard compactor	$224.76	$112.37
(2) 30-cubic yard single pickup	$381.56	$190.78.
40-cubic yard compactor	$277.02	$138.51

Effective January 1, 2013

Container Size	Charge per Refuse Pickup	Charge per Recyclables Or Green Waste Pickup
10-cubic yard	$153.08	$76.54
13.4-cubic yard	$153.08	$76.54
20-cubic yard compactor	$199.84	$99.82
30-cubic yard	$200.58	$100.30
30-cubic yard compactor	$226.98	$113.49
(2) 30-cubic yard single pickup	$385.34	$192.67
40-cubic yard compactor	$279.77	$139.88

6. Monthly Security and Contamination Fee: In addition to any other applicable charges, each customer shall pay a monthly security and contamination prevention fee, per container in use, as follows:

Service	Effective December 3, 2009	Effective July 1, 2010
Security and Contamination Fee	$0.00	$0.12

7. Walking Floor Transfer Trailer. Each customer making use of a walking floor transfer trailer shall pay the following per pickup fee, along with all disposal charges:

Container Size	Effective August 31, 2012	Effective January 1, 2013
Walking Floor Transfer Trailer	$381.56	$385.34

Part 2. Special Collection Services and Fees

Special collection services are available for each class of user or type of service upon request and dependent upon the availability of containers for service.

A. **Special Collection Services**

For large, bulk items that will not fit in a container, contact the Environmental Resources Division at (805) 385-8060 to request a special pick-up. A cost will be quoted according to size and quantity of items. The minimum charge will be $35.00 in addition to the estimated weight charge. Charges will be placed on the next month's utility bill along with an administrative fee. Special collection debris includes refrigerators, sofas, washing machines, water heaters, furniture, accumulated materials, and other bulky items except for large commercial-type items.

B. Mechanical Loading Special Services

1. Commercial Size Special Service (2 and 4 cubic yards)

Commercial containers are available for special collection service. A delivery fee of $15.00 shall be charged per container. Commercial container special services shall be provided at the following rates, not including the disposal fee, for a maximum of fourteen days, for an established account.

Container Size	Charge Per Refuse Pickup
2-cubic yard	$50.00
4-cubic yard	$75.00

2. Industrial Size Special Service (10 - 40 Yards)

Industrial-type containers are available for special collection service. A delivery fee of $15.00 shall be charged per container. Industrial container special services shall be provided at the following rates for a maximum of seven days, for an established account. In addition, the user shall pay all disposal fees.

Container Size	Per Pickup Charge
10-yard	$102.30
13.4-yard	$102.30
30-yard	$137.88
40-yard	$172.35
(2) 30-yard	$275.76

C. Freon Extraction Fee

Service	Per Unit
Residential Type Size (refrigerators and air conditioners)	$20.00
Commercial Type Large Size	$35.00

D. Lost or Damaged (Burned) Container

Service	Per Unit
Residential 95-gallon container	$51.25
Residential 65-gallon container	$47.35
Commercial 2-cubic yard	$445.12
Commercial 4-cubic yard	$542.80
Industrial 1-cubic yard	$585.00
Industrial 13.4 cubic yard	$635.00
Industrial 30-cubic yard	$700.00
Industrial 4-cubic yard	$750.00

E. **Tire Collection – Size**

Service	Per Unit Tire Charge
36-inches and under	$5.00
36 to 60 inches	$30.00
Over 60 inches	$200.00

F. **Commercial Container Cleaning**

At the user's request, the City will steam clean commercial containers of 2-cubic yard and 4-cubic yard sizes. The City will also steam clean commercial compactors. The City will pick up the container or compactor, steam clean the container or compactor at the City Yard, and return the container or compactor to the user location. The charge shall be:

Container Type & Size	Per Unit
Commercial 2-cubic yard	$40.00
Commercial 4-cubic yard	$60.00
Commercial Compactor	$110.00
Trash Enclosures	$110.00

G. **Commercial Container Security-Locking Device**

At the user's request, the City will provide a security locking device for 2-cubic yard and 4-cubic yard containers. The fee shall be $60.00 for each locking device per container, covering materials and installation.

H. **Commercial Container Casters**

A fee of $20.00 per caster shall be charged to the user for a damaged caster on a 2-cubic yard container or a 4-cubic yard container.

I. **Industrial Container Casters**

A fee of $30.00 per caster shall be charged to the user for a damaged caster on a 13.4-cubic yard container or a 30-cubic yard container.

J. **Change of Service Level**

A fee of $5.00 shall be charged to the user for each request of a change of service level.

K. **Overweight Container**

A surcharge of 40% to the user's regular service shall be charged to the user for an overweight container in excess of the posted rate on the container.

L. **Return Truck Trip**

A fee of $40.00 shall be charged to the user for each return trip due to a commercial or industrial container relocation, blocked access to the container, improper filling, contamination, or other causes that prevent the safe pickup of the container due to customer error or misuse.

Part 3. Service Levels for Residential Automated Collections

A. **Basic Levels**

Single-family dwelling units with individual curbside refuse pickup shall each receive a 95-gallon automated refuse container, a 95-gallon automated recycle container, and a 95-gallon automated green waste container that will be serviced weekly. Minimum service level shall be one 65-gallon automated refuse container, a 65-gallon automated recycle container, and a 65-gallon automated green waste container once per week.

B. **Service Above Basic Levels**

A special service collection fee of $12.00 shall be charged for collection when requested by a resident for reasons not the fault of the collection personnel, including but not limited to: late set-out of container, overfilling of container, refuse in recycle container, refuse or recycled in green waste container, green waste in recycle container, or blocked access or other causes that prevent safe pickup.

Part 4A. Del Norte Regional Recycling and Transfer Charges for Regular Materials

Except as otherwise provided by the City Council, the fees set forth below shall be charged and collected for the use of and for the privileges and services relating to use of the Del Norte Regional Recycling and Transfer Station (DNRRTS) to process regular materials.

A. **By Weight**

Material	Per Ton Charge
Refuse	$47.00 to $70.00
Green waste	$47.00 to $70.00
Mixed recyclables	$ 0.00 to $30.00
Construction and demolition debris	$50.00 to $70.00

B. **By Load - Self-Haul Vehicle**

Material	Per Ton Charge
Refuse	$25.00 to $30.00 up to 1/2 ton
Refuse	Percentage of $47.00 to $70.00 per 1/2 ton or more

Part 4B. DNRRTS Charges for Special Materials

Except as otherwise provided by the City Council, the fees set forth below shall be charged and collected for the use of, and for the privileges and services relating to the use of, the DNRRTS to process special materials.

Material	Charge
Hard to handle or bulky items	$100.00 per ton
Special handling	$65.00 per ton
Special pull-offs	$75.00 each plus disposal fee
Uncovered loads capable of producing litter	$5.00/ton surcharge in addition to applicable charge for material disposal
Tires: less than 36-inches	$5.00 each or $100.00/ton
Tires: 36 inches to 60 inches	$30.00 each
Tires: over 60 inches	$200.00 each
Freon extraction (refrigerators and air conditioners)	$20.00 each, plus disposal fee
Appliances	$15.00 each

Part 4C. DNRRTS Charges for Other Special Materials

The actual cost shall be charged and collected for the use of and for the privileges and services relating to the use of the DNRRTS to process other special materials not listed in Part 4B. Except as otherwise provided by the City Council, such actual cost shall be based on the rate of $60.00 per hour.

Part 4D. In addition to charges for regular materials in subsection A and B of Part 4A, the DNRRTS shall charge a host fee of $2.00 per ton of solid waste collected outside Oxnard city limits and delivered to DNRRTS.

Part 4E. Administration Regulations

The City Manager or designee may adopt administrative regulations to implement this ordinance.

Part 5. Billing Procedure for Monthly Service Charge for Use of the City's Solid Waste System.

Bills for solid waste services shall be computed according to the rates then in effect and the number of days in the service period at each rate.

Part 6. Automatic Inflation Adjustment. Pursuant to Government Code section 53756, the rates adopted herein shall automatically adjust for inflation in the cost of operating the City's Solid Waste System. The inflation adjustment shall be the same percentage as the percentage change in the rates that the City pays to landfill operators for disposal of solid waste collected through the City's Solid Waste Disposal System, as those rates are applied in the Rate Study. Such adjustments shall be effective concurrent with the date of any adjustments in rates the City pays to landfill operators for disposal of solid waste collected through the City's Solid Waste Disposal System.

Part 7. The provisions of this ordinance shall be applicable to all solid waste services provided or charges incurred on and after August 31, 2012. Ordinance No. 2817 is repealed by this ordinance, effective August 31, 2012.

Part 8. If any term, condition or provision of this ordinance is held to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Part 9. If for any reason this ordinance is held invalid or unable to be implemented according to its terms, the City Council intends that Ordinance No. 2817, which would have been repealed by this ordinance, shall remain in effect as if this ordinance had not been adopted.

Part 10. This ordinance shall be uncodified.

Part 11. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated within the city. Ordinance No. _____ was first read on July 17, 2012, and finally adopted on July 31, 2012, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED on this 17th day of July, 2012, by the following vote:

AYES:

NOES:

ABSENT:

____
Dr. Thomas E. Holden, Mayor

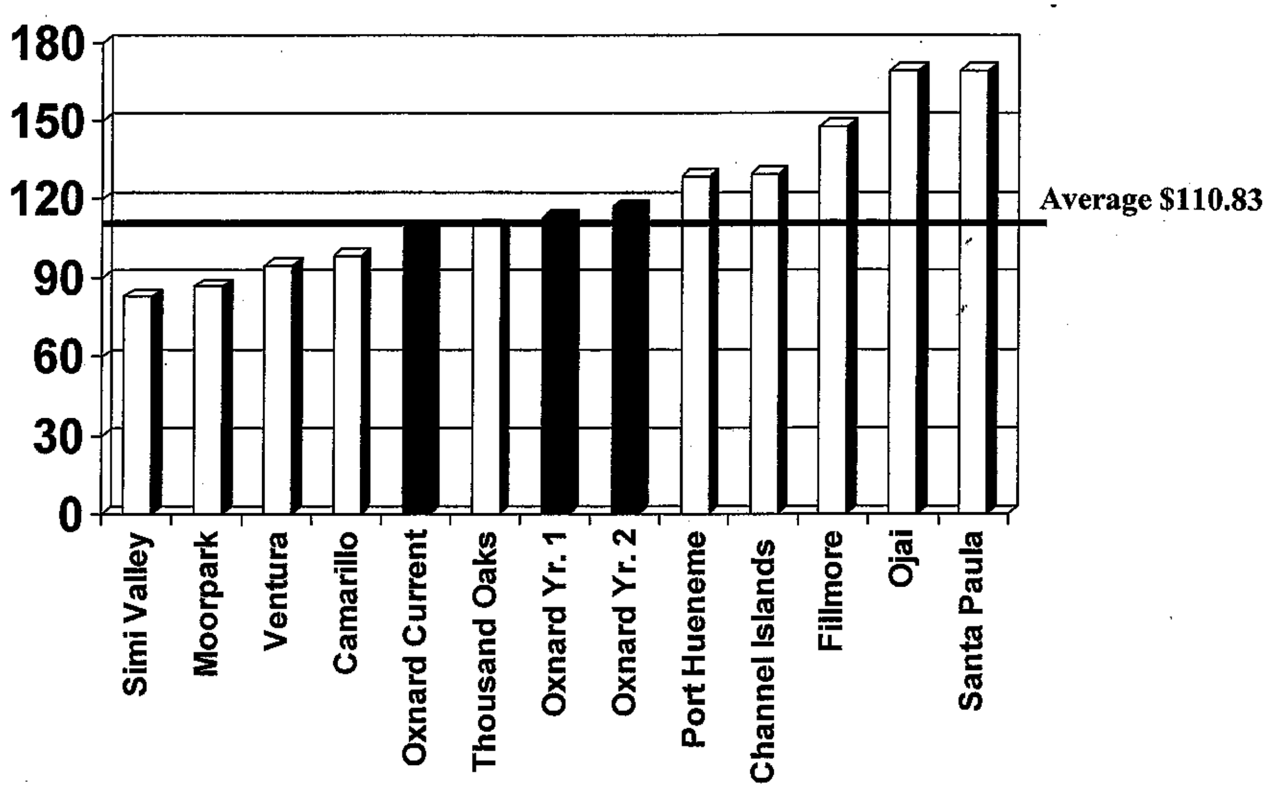
ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

____
Alan Holmberg, City Attorney

Combined Utility Rate Survey for Single Family Unit



Oxnard Current: $108.78
Oxnard Year 1: $114.11
Oxnard Year 2: $117.13

Note: Many of these agencies are in the process of increasing rates during 2012

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07 / 17 / 2012

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: Luly López *Luly López* Agenda Item No. N-1

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

DATE: July 11, 2011

TO: City Council

FROM: Martin R. Erickson, Special Assistant to the City Manager
City Manager's Office

SUBJECT: **League of California Cities Annual Conference Voting Delegate/Alternate 2012**

RECOMMENDATION

That City Council designate a voting delegate and a voting alternate to the League of California Cities Annual Conference.

DISCUSSION

This year's League of California Cities Conference is scheduled for Wednesday, September 5, through Friday, September 7, 2012, at the San Diego Convention Center. The League's annual business meeting will be held at 12:00 noon, Friday, September 7th. Only those individuals who are voting delegates (or alternates) may sign petitions to initiate a resolution pertaining to League policy.

Each City Council is asked to designate a voting delegate and a voting alternate who will be present at the annual business meeting. League bylaws provide that each city is entitled to one vote in matters affecting municipal or League policy. The League must receive the Voting Delegate Form no later than August 15, 2012. It has been past practice for Council to designate the Mayor as voting delegate and the Mayor Pro Tem as voting alternate.

FINANCIAL IMPACT

This action alone does not require funding. Travel costs will be addressed at a future date.

MRE:lal

Attachment #1 – Annual Conference Voting Procedures
#2 – Voting Delegate Form

1400 K Street
Sacramento, CA 95814
PH: (916) 658-8200
FX: (916) 658-8240

CITY OF OXNARD
CITY CLERK

LEAGUE OF CALIFORNIA CITIES

2012 MAY -7 A 9:25

www.cacities.org

Council Action Advised by August 3, 2012

May 3, 2012

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 5 - 7, San Diego

The League's 2012 Annual Conference is scheduled for September 5 - 7 in San Diego. An important part of the Annual Conference is the Annual Business Meeting *(at the General Assembly)*, scheduled for noon on Friday, September 7, at the San Diego Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Wednesday, August 15, 2012. This will allow us time to establish voting delegate/alternates' records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one person must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the San Diego Convention Center, will be open at the following times: Wednesday, September 5, 9:00 a.m. – 6:30 p.m.; Thursday, September 6, 7:00 a.m. – 4:00 p.m.; and September 7, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but not during a roll call vote, should one be undertaken.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Wednesday, August 15. If you have questions, please call Mary McCullough at (916) 658-8247.

Attachments:

- 2012 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

LEAGUE OF CALIFORNIA CITIES

1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Annual Conference Voting Procedures
2012 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes**. In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

LEAGUE OF CALIFORNIA CITIES

CITY: OXNARD

2012 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Wednesday, August 15, 2012. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: ______________________________

Title: ______________________________

2. VOTING DELEGATE - ALTERNATE

Name: ______________________________

Title: ______________________________

3. VOTING DELEGATE - ALTERNATE

Name: ______________________________

Title: ______________________________

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: ______________________________ E-mail ______________________________

Mayor or City Clerk ______________________________ Phone: ______________________________
(circle one) (signature)

Date: ______________________________

Please complete and return by Wednesday, August 15th, to:

League of California Cities
ATTN: Mary McCullough
1400 K Street
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: mmccullough@cacities.org
(916) 658-8247

ATTACHMENT 2
PAGE 1 OF 1

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/17/2012

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 MML Agenda Item No. O-1

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

DATE: July 9, 2012

TO: City Council
City of Oxnard Financing Authority

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

SUBJECT: **2012 Special District Bond Refinancings**

RECOMMENDATION

That City Council:

1. Adopt a resolution declaring intention to issue refunding bonds for the purpose of paying and redeeming those certain City Of Oxnard, Assessment District No. 2001-1 (Rice Avenue/Highway 101 Interchange), Limited Obligation Improvement Bonds, Series 2002, issued in the original aggregate principal amount of $15,125,000; providing for the reassessment of properties within said assessment district that constitute the security for such bonds; directing the preparation of report and other documents as required by the Refunding Act of 1984 for 1915 Improvement Act Bonds, Division 11.5 Of The California Streets And Highways Code; and making certain findings and determinations in connection therewith.

2. Adopt a resolution approving and confirming the reassessment report and reassessment, making findings in connection therewith, and ordering the refunding and reassessment in connection with Assessment District No. 2001-1 (Rice Avenue/Highway 101 Interchange).

3. Adopt a resolution authorizing the sale, issuance, and delivery of not more than $13,250,000 in principal amount of City Of Oxnard Assessment District No. 2001-1 (Rice Avenue/Highway 101 Interchange) Limited Obligation Improvement Refunding Bonds, Series 2012, and approving certain documents and authorizing certain actions in connection therewith.

4. Adopt a resolution authorizing the issuance and delivery of not more than $10,000,000 in principal amount of Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard 2012 Special Tax Refunding Bonds, and approving certain documents and authorizing certain actions in connection therewith.

5. Adopt a resolution authorizing the issuance and delivery of not more than $9,000,000 in principal amount of City of Oxnard Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) Special Tax Refunding Bonds, Series 2012, and approving certain documents and authorizing certain actions in connection therewith.

That the City of Oxnard Financing Authority adopt a resolution authorizing the sale, issuance, and delivery of not more than $27,500,000 in principal amount of its Local Obligation Revenue Bonds (2012 Special District Bond Refinancings), Series A Senior Lien Bonds, and not more than $9,500,000 in principal amount of its Local Obligation Revenue Bonds (2012 Special District Bond Refinancings), Series B Subordinate Lien Bonds, and approving certain documents and authorizing certain actions in connection therewith.

DISCUSSION

Assessment District No. 2001-1 (Rice Avenue/Highway 101 Interchange) ("AD 2001-1"). On August 27, 2002, the City issued the Rice Avenue/Highway 101 Interchange Assessment District Bonds No. 2001-1 ("AD 2001-1 Bonds") in an aggregate principal amount of $15,125,000 for a term of 30 years. AD 2001-1 was formed pursuant to the Municipal Improvement Act of 1913, as amended, constituting Sections 10010 *et seq.* of the California Streets and Highways Code (the "1913 Act"). AD 2001-1 is located in the northeastern portion of the City and consists of 292 parcels of which 54% are developed. The City formed AD 2001-1 in order to finance the construction of a portion of the interchange improvements at Rice Avenue and U.S. Highway 101. The majority of the properties within AD 2001-1 are zoned for commercial, industrial, and multifamily residential uses. Currently, $12,845,000 of the AD 2001-1 Bonds remain outstanding, originally issued at an average interest rate of 5.72%. The final maturity date of the AD 2001-1 Bonds is September 1, 2032, and they are callable on September 2, 2012 at a redemption price of 100% of outstanding par.

Community Facilities District No. 1 (Westport At Mandalay Bay) ("CFD No. 1"). On December 19, 2002, the City issued the Community Facilities District No. 1 (Westport at Mandalay Bay) Bonds ("CFD No. 1 Bonds") in an aggregate principal amount of $9,740,000 for a term of 30 years. CFD No. 1 was formed pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing at Section 53311, et seq., of the California Government Code (the "1982 Act"). CFD No. 1 is located in the western portion of the City and consists of 310 parcels of which 100% are developed. The City formed CFD No. 1 in order to finance the construction of waterway, street, storm drain, and water improvements. The vast majority of the properties within CFD No. 1 are developed to residential uses, with about 3% of the area for commercial use. Currently, $9,140,000 of the CFD No. 1 Bonds remain outstanding, originally issued at an average interest rate of 6.15%. The final maturity date of the CFD No. 1 Bonds is September 1, 2033, and they are callable on September 2, 2012 at a redemption price of 100% of outstanding par.

Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange)("CFD No. 2000-3"). On February 6, 2003, the City issued the Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) Bonds ("CFD No. 2000-3 Bonds") in an aggregate principal amount of $10,490,000 for a term of 30 years. CFD No. 2000-3 was formed pursuant to the 1982 Act. CFD No. 2000-3 is located in the northwestern portion of the City and consists of 629 parcels of which 66% are developed. The City formed CFD No. 2000-3 in order to finance the construction of a portion of the interchange improvements at Oxnard Blvd and U.S. Highway 101. Properties within CFD 2000-3 are zoned for commercial, industrial, single family and multifamily residential uses. Currently, $8,335,000 of the CFD No. 2000-3 Bonds remain outstanding, originally issued at an average interest rate of 5.94%. The final maturity date of the CFD No. 2000-3 Bonds is September 1, 2032, and they are callable on September 2, 2012 at a redemption price of 101% of outstanding par.

The AD 2001-1 Bonds, CFD No. 1 Bonds, and CFD No. 2000-3 Bonds are currently prime candidates for refinancing as a result of the significant development that has occurred within the districts and historic low interest rates. Using a current refunding structure that would capture interest rate savings and maintain the original maturity date, staff is proposing that these bonds be refunded.

Staff is proposing the use of a Joint Powers Authority "Mark-Roos" structure, with bonds issued by the City of Oxnard Financing Authority (COFA) and secured solely by revenues from each of the three districts. These bonds issued by COFA would refund the AD 2001-1 Bonds, CFD No. 1 Bonds, and CFD No. 2000-3 Bonds with two series of bonds (Senior Series A and Subordinate Series B) (together, the "2012 Authority Bonds"). The Senior Series A Bonds are expected to by rated by Standard & Poor's and if cost effective, may be insured by Assured Guaranty. The smaller Subordinate Series B Bonds would be non-rated.

The City would establish a reassessment district encompassing the same boundaries and outstanding assessment amount of AD 2001-1. The City would then issue bonds ("2012 AD Bonds") secured by the reassessment revenues of AD 2001-1 for the purpose of fully refunding the existing AD 2001-1 Bonds. The City would also issue two bonds secured by the special taxes levied on CFD 1 and CFD 2000-3 to fully refund the existing CFD 1 Bonds and CFD 2000-3 Bonds, respectively (together, the "2012 CFD Bonds"). The 2012 AD Bonds and the 2012 CFD Bonds will be sold directly to COFA. COFA would then securitize the stream of debt service revenues from the 2012 AD Bonds and the 2012 CFD Bonds by issuing a senior and a subordinate series of revenue bonds to the investor public.

Refunding the AD 2001-1 Bonds provides an estimated net present value savings of $1.5 million or 12% of the refunded bonds. The net present value savings for the CFD 1 Bonds is approximately $1.5 million or 16% of the refunded bonds. The net present value savings for the CFD 2000-3 Bonds is approximately $1.1 million or 13% of the refunded bonds. Typically, savings of at least 3% to 4% is recommended in order to move forward with a refunding.

The 2012 AD Bonds and 2012 CFD Bonds will be limited obligations of the City. The 2012 AD Bonds will be secured by certain unpaid reassessments (the "Reassessments") levied by the City pursuant to the Refunding Act on certain parcels within AD 2001-1. The 2012 CFD Bonds will be secured by the Special Taxes to be levied by the City pursuant to the Mello-Roos Act on certain parcels within CFD No. 1 and CFD No. 2000-3. The City's General Fund is not liable for the debt service payments.

Tonight's Actions

The attached resolutions accomplish the following:

- Approve the form of the following documents:

- Escrow Agreement for AD 2001-1 Bonds (Attachment No. 7)
- Fiscal Agent Agreement for AD 2001-1 Bonds (Attachment No. 8)
- Local Agency Bond Purchase Agreement for AD 2001-1 Bonds (Attachment No. 9)
- Escrow Agreement for CFD No. 1 Bonds (Attachment No. 10)
- Fiscal Agent Agreement CFD No. 1 Bonds (Attachment No. 11)
- Local Agency Bond Purchase Agreement for CFD No. 1 Bonds (Attachment No. 12)
- Escrow Agreement for CFD No. 2000-3 Bonds (Attachment No. 13)
- Fiscal Agent Agreement for CFD No. 2000-3 Bonds (Attachment No. 14)
- Local Agency Bond Purchase Agreement for CFD No. 2000-3 Bonds (Attachment No. 15)
- COFA Bond Purchase Agreement (Attachment No. 16)
- COFA Indenture of Trust (Attachment No. 17)
- Preliminary Official Statement (Attachment No. 18)
- Continuing Disclosure Agreement (Exhibit D to Attachment No. 18)
- Reassessment Report (Attachment No. 19)

- For the City, Authorizes the Mayor, Mayor Pro-Tem, City Clerk, City Manager, Chief Financial Officer, and City Attorney, as appropriate, to execute all of the above documents, and such other documents and certifications that may be necessary to consummate the transaction

- For the City, declares the intent to issue refunding bonds for AD 2001-1

- For the City, confirms the reassessments within AD 2001-1 as detailed in the Reassessment Report

- For COFA, authorizes The Chairman, the Vice Chairman the Secretary, the Controller, the General Counsel as appropriate, to execute all of the above documents, and such other documents and certifications that may be necessary to consummate the transaction

- For COFA, authorizes the Controller to select a bond insurer if the Controller determines that a municipal bond insurance policy will result in a lower interest rate

- Appoints Wells Fargo Bank, N.A., as fiscal agent

FINANCIAL IMPACT

There is no financial impact to the General Fund relative to the approval of the attached documents; reduction / savings of annual debt service payments will be reflected in the FY12-13 budget for AD 2001-1 (Fund 514), CFD N0. 2000-3 (Fund 537), and CFD No. 1 (Fund 538). The property owners will realize average net present value savings of approximately 14%.

MJM

Attachments

#1 - City Resolution Approving Bonds - AD 2001-1

#2 - City Resolution Approving Bonds – CFD No. 1
#3 - City Resolution Approving Bonds – CFD No. 2000-3
#4 - City Resolution Confirming Reassessment - AD 2001-1
#5 - City Resolution of Intention - AD 2001-1
#6 - COFA Resolution Approving 2012 Special District Bond Refinancings
#7 - Escrow Agreement for AD 2001-1 Bonds
#8 - Fiscal Agent Agreement for AD 2001-1 Bonds
#9 - Local Agency Bond Purchase Agreement for AD 2001-1 Bonds
#10 - Escrow Agreement for CFD No. 1 Bonds
#11 - Fiscal Agent Agreement CFD No. 1 Bonds
#12 - Local Agency Bond Purchase Agreement for CFD No. 1 Bonds
#13 - Escrow Agreement for CFD No. 2000-3 Bonds
#14 - Fiscal Agent Agreement for CFD No. 2000-3 Bonds
#15 - Local Agency Bond Purchase Agreement for CFD No. 2000-3 Bonds
#16 - COFA Bond Purchase Agreement
#17 - COFA Indenture of Trust
#18 - Preliminary Official Statement
#19 - Reassessment Report

Note: Attachment Nos. 8, 11, 14, 16, 17, 18, and 19 have been provided to the City Council. Copies are available for review at the Help Desk in the Library after 6:00 p.m. on the Thursday prior to the Council meeting and at the City Clerk's Office after 8:00 a.m. on Friday.

RESOLUTION NO. ________

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE SALE, ISSUANCE, AND DELIVERY OF NOT MORE THAN $13,250,000 IN PRINCIPAL AMOUNT OF CITY OF OXNARD ASSESSMENT DISTRICT NO. 2001-1 (RICE AVENUE/HIGHWAY 101 INTERCHANGE) LIMITED OBLIGATION IMPROVEMENT REFUNDING BONDS, SERIES 2012, AND APPROVING CERTAIN DOCUMENTS AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City Council (the "City Council") of the City of Oxnard (the "City") has heretofore taken proceedings under the Municipal Improvement Act of 1913, Division 12 of the California Streets and Highways Code, has confirmed assessments upon the taxable real property within Assessment District No. 2001-1 (Rice Avenue/Highway 101 Interchange) (the "District") described in its resolution of intention adopted by the City Council on January 8, 2002, and has issued its City of Oxnard, Assessment District No. 2001-1 (Rice Avenue/Highway 101 Interchange), Limited Obligation Improvement Bonds, Series 2002, in the aggregate principal amount of $15,125,000 (the "Prior Bonds"), secured by such assessments, pursuant to the Improvement Bond Act of 1915, Division 10 of the California Streets and Highways Code, for the purpose of providing funds for the acquisition and construction of improvements benefitting the District; and

WHEREAS, $12,845,000 in principal amount of the Prior Bonds remain outstanding and unpaid; and

WHEREAS, the City Council desires to commence proceedings for the refunding of the Prior Bonds with the proceeds of the Refunding Bonds (as hereinafter defined) and for the levy and collection of reassessments (the "Reassessments") as security for the Refunding Bonds; and

WHEREAS, the City Council has determined to issue up to $13,250,000 aggregate principal amount of City of Oxnard Assessment District No. 2001-1 (Rice Avenue/Highway 101 Interchange) Limited Obligation Improvement Refunding Bonds, Series 2012, (the "Refunding Bonds"), the proceeds of which, together with other available funds, will be used to call and redeem the Prior Bonds; and

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

(a) Fiscal Agent Agreement (the "Fiscal Agent Agreement"), by and between Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent"), and the City;

(b) Local Agency Bond Purchase Agreement (the "Local Agency Bond Purchase Agreement"), by and between the City of Oxnard Financing Authority and the City;

(c) Escrow Agreement (the "Escrow Agreement"), by and between Wells Fargo Bank, National Association, as escrow holder (the "Escrow Holder"), and the City;

(d) Bond Purchase Agreement (the "Authority Bond Purchase Agreement"), by and among the City of Oxnard Financing Authority, the City, Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard, City of Oxnard Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange), and Stifel, Nicolaus & Company, Incorporated, dba Stone & Youngberg, a Division of Stifel Nicolaus (the "Underwriter"); and

(e) Preliminary Official Statement (the "Preliminary Official Statement") furnishing certain information in connection with the issuance and sale by the City of Oxnard Financing Authority of its Local Obligation Revenue Bonds (2012 Special District Bond Refinancings) Series A Senior Lien Bonds and Series B Subordinate Lien Bonds (collectively, the "Authority Bonds").

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

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

SECTION 2. Wells Fargo Bank, National Association, having its principal corporate office in Los Angeles, California, is hereby appointed as Fiscal Agent for the Refunding Bonds in accordance with the terms and conditions of the Fiscal Agent Agreement. The Fiscal Agent Agreement is approved substantially in the form on file with the City Clerk. The Mayor of the City (the "Mayor") and the City Clerk are hereby authorized and directed, for and in the name of the City, to execute and deliver the Fiscal Agent Agreement with such changes, insertions, and omissions as the Chief Financial Officer shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The Refunding Bonds shall (a) be in fully registered form and of the denominations set forth in the Fiscal Agent Agreement, (b) dated the date of execution and delivery, which is subsequent to the date of reassessment, (c) be signed by the Treasurer of the City (the "Treasurer") and the City Clerk, and (d) be numbered, bear interest, and mature as set forth in the Local Agency Bond Purchase Agreement. All of the Refunding Bonds shall mature on September 2 in the years set forth in the Local Agency Bond Purchase Agreement, and interest shall be payable on March 2 and September 2 in the years set forth, in the Local Agency Bond Purchase Agreement. The first maturity of the Refunding Bonds shall be September 2, 2013. The first interest payment date for the Refunding Bonds shall be March 2, 2013. The aggregate principal amount of Refunding Bonds issued shall not exceed $13,250,000. The Treasurer and the City Clerk are authorized and directed, for and in the name of the District, to execute (manually or by facsimile) and deliver the Bonds with such changes, insertions, and omissions as the Chief Financial Officer shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 4. The Local Agency Bond Purchase Agreement is approved substantially in the form on file with the City Clerk. The Chief Financial Officer is hereby authorized and directed, for and in the name of the City, to execute and deliver the Local Agency Bond Purchase Agreement with such changes, insertions, and omissions as the Chief Financial Officer, with the advice of the Financial Advisor, shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided that the interest rates or yields to maturity on the Refunding Bonds are such that the true interest cost does not exceed 5.50%.

SECTION 5. The Escrow Agreement is approved substantially in the form on file with the City Clerk. The Mayor and the City Clerk are authorized and directed, for and in the name of the City, to execute and deliver the Escrow Agreement with such changes, insertions, and omissions as the Chief Financial Officer shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 6. The Authority Bond Purchase Agreement is approved substantially in the form on file with the City Clerk. The Chief Financial Officer is hereby authorized and directed, for and in the name of the City, to execute and deliver the Authority Bond Purchase Agreement with such changes, insertions, and omissions as the Chief Financial Officer, with the advice of the Financial Advisor, shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 7. The Preliminary Official Statement describing, in part, the Refunding Bonds is approved in substantially the form on file with the City Clerk, with such modifications to the Preliminary Official Statement, whether by corrections or additions thereto or by supplement or amendment thereof, as shall be approved by Disclosure Counsel and by the Chief Financial Officer. The Underwriter is authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the initial purchase of the bonds of the Authority Bonds and is directed to deliver copies of the final Official Statement to all actual initial purchasers of the Authority Bonds. Such final Official Statement shall be in the form of the Preliminary Official Statement with such changes, insertions, and omissions as may be approved by the Chief Financial Officer.

SECTION 8. With respect to the Bonds and in accordance with the policy of the City Council, the selection of (a) Goodwin Procter LLP, as Bond Counsel and as Disclosure Counsel, and (b) First Southwest Company, as financial advisor, is approved.

SECTION 9. The fiscal agent for the Prior Bonds is authorized to transfer any funds on deposit in the funds and accounts for the Prior Bonds to such funds and accounts as directed by the Fiscal Agent Agreement.

SECTION 10. The Mayor, the Mayor Pro-Tem of the City (the "Mayor Pro-Tem"), the City Manager of the City (the "City Manager"), the City Clerk, the Chief Financial Officer, the City Attorney of the City, and any other proper officer of the City are each authorized and directed to do any and all things and to execute and deliver any and all documents necessary or proper for carrying out the transactions contemplated by the Fiscal Agent Agreement, the Local Agency Bond Purchase Agreement, the Escrow Agreement, the Authority Bond Purchase Agreement, and this Resolution and to execute and deliver any and all certificates and representations, including signature certificates, no-litigation certificates, tax certificates, and certificates concerning disclosure about the City and the District in any offering statement, necessary and desirable to accomplish the transactions described in such documents or as set forth above.

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

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

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

APPROVED AND ADOPTED this 17th day of July, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

James Cameron,
Chief Financial Officer

RESOLUTION NO. ________

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE ISSUANCE AND DELIVERY OF NOT MORE THAN $10,000,000 IN PRINCIPAL AMOUNT OF COMMUNITY FACILITIES DISTRICT NO. 1 (WESTPORT AT MANDALAY BAY) OF THE CITY OF OXNARD 2012 SPECIAL TAX REFUNDING BONDS, AND APPROVING CERTAIN DOCUMENTS AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, on October 3, 2000, the City Council (the "City Council") of the City of Oxnard (the "City") adopted Resolution No. 11,823, which established Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard (the "District") and called for an election to approve the levy of special taxes (the "Special Taxes") within the District at the rate and method set forth in Attachment A to Resolution No. 11,823, which levy of the Special Taxes was approved by the qualified electors of the District at an election held on October 3, 2000; and

WHEREAS, on October 3, 2000, the City Council also adopted Resolution No. 11,824, which determined the necessity to incur bonded indebtedness in an amount not to exceed $10,000,000 within the District, which bond authorization was approved by the qualified electors of the District at an election held on October 3, 2000; and

WHEREAS, on October 24, 2000, the City Council adopted Ordinance No. 2541 authorizing the levy of the Special Taxes within the District at the rate and method set forth in Attachment A to Resolution No. 11,823; and

WHEREAS, on September 18, 2001, the City Council adopted Resolution No. 12,031, which, pursuant to a petition filed by the sole property owner within the District, considered the adoption of a Revised Rate and Method of Apportionment for Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard (the "Revised Rate and Method") and called for a public hearing thereon; and

WHEREAS, on December 11, 2001, the City Council adopted Resolution No. 12,067, to hold a public hearing on January 29, 2002, to consider the adoption of the Revised Rate and Method; and

WHEREAS, on January 29, 2002, after a public hearing was held, the City Council adopted Resolution No. 12,081, which authorized the levy of the Special Tax pursuant to the Revised Rate and Method and called for an election by the qualified electors of the District to approve the Revised Rate and Method; and

WHEREAS, the qualified electors of the District approved the adoption of the Revised Rate and Method at an election held on January 29, 2002; and

WHEREAS, on February 5, 2002, the City Council adopted Ordinance No. 2591, which made certain amendments to Ordinance No. 2541; and

WHEREAS, on November 19, 2002, the City Council adopted Resolution No. 12,270, which authorized the issuance of bonds for the District in an aggregate principal amount of not to exceed $10,000,000; and

WHEREAS, on December 19, 2002, the City Council issued $9,740,000 aggregate principal amount of the Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard 2002 Special Tax Bonds (the "Prior Bonds"), of which $9,140,000 is currently outstanding; and

WHEREAS, the foregoing actions of the City Council and the qualified electors of the District were made pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code (the "Code"), known as the "Mello Roos Community Facilities Act of 1982"; and

WHEREAS, the District has determined to issue up to $10,000,000 aggregate principal amount of Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard 2012 Special Tax Refunding Bonds (the "Bonds") secured by a special tax levied within the District to provide moneys to refund the Prior Bonds and has authorized the execution of the Bonds; and

WHEREAS, the forms of the following documents are on file with the City Clerk of the City (the "City Clerk") and have been submitted to the City Council, and the Chief Financial Officer of the City (the "Chief Financial Officer"), acting as such on behalf of the City and the District, in consultation with First Southwest Company, as financial advisor (the "Financial Advisor"), and Goodwin Procter LLP, as bond counsel and as disclosure counsel, has examined and approved each document and has recommended that the City Council direct the completion, where appropriate, and the execution and delivery of such documents and the consummation of such financing:

(a) Fiscal Agent Agreement (the "Fiscal Agent Agreement"), by and between Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent"), and the District;

(b) Local Agency Bond Purchase Agreement (the "Local Agency Bond Purchase Agreement"), by and between the City of Oxnard Financing Authority and the District;

(c) Escrow Agreement (the "Escrow Agreement"), by and between Wells Fargo Bank, National Association, as escrow holder (the "Escrow Holder"), and the District;

(d) Bond Purchase Agreement (the "Authority Bond Purchase Agreement"), by and among the City of Oxnard Financing Authority, the City, the District, City of Oxnard Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange), and Stifel, Nicolaus & Company, Incorporated, dba Stone & Youngberg, a Division of Stifel Nicolaus (the "Underwriter"); and

(e) Preliminary Official Statement (the "Preliminary Official Statement") furnishing certain information in connection with the issuance and sale by the City of Oxnard Financing Authority of its Local Obligation Revenue Bonds (2012 Special District Bond Refinancings) Series A Senior Lien Bonds and Series B Subordinate Lien Bonds (collectively, the "Authority Bonds").

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

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

SECTION 2. A single series of the Bonds is established and authorized to be issued provided that the maximum bonded indebtedness may not exceed $10,000,000. The Bonds shall be issued upon the terms and conditions contained in the Fiscal Agent Agreement, which terms and conditions are by this reference incorporated herein. Notwithstanding the foregoing, in accordance with Section 53362.5 of the Act, the Bonds shall not be issued if the total net interest cost to maturity on the Bonds plus the principal amount of the Bonds exceeds the total net interest cost to maturity on the Prior Bonds plus the principal amount of the Prior Bonds to be refunded. The Mayor of the City (the "Mayor") and the City Clerk are authorized and directed, for and in the name of the District, to execute (manually or by facsimile) and deliver the Bonds with such changes, insertions, and omissions as the Chief Financial Officer shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. Pursuant to Section 53360.4 of the Code, the City Council finds and determines that a private sale of the Bonds would result in a lower overall cost to the District, and the Bonds shall be sold at private sale.

SECTION 4. Wells Fargo Bank, National Association, having its principal corporate office in Los Angeles, California, is appointed as Fiscal Agent for the Bonds in accordance with the terms and conditions of the Fiscal Agent Agreement. The Fiscal Agent Agreement, substantially in the form on file with the City Clerk, is approved. The Mayor and the City Clerk are authorized and directed, for and in the name of the District, to execute and deliver the Fiscal Agent Agreement with such changes, insertions, and omissions as the Chief Financial Officer shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 5. The Local Agency Bond Purchase Agreement, substantially in the form on file with the City Clerk, is approved. The Chief Financial Officer is authorized and directed, for and in the name of the District, to execute and deliver the Local Agency Bond Purchase Agreement with such changes, insertions, and omissions as the Chief Financial Officer, with the advice of the Financial Advisor, shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided that the interest rates or yields to maturity on the Bonds are such that the true interest cost does not exceed five and one-half of one percent (5.50%).

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

SECTION 7. The Authority Bond Purchase Agreement, substantially in the form on file with the City Clerk, is approved. The Chief Financial Officer is authorized and directed, for and in the name of the District, to execute and deliver the Authority Bond Purchase Agreement with such changes, insertions, and omissions as the Chief Financial Officer, with the advice of the Financial Advisor, shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 8. The Preliminary Official Statement is approved in substantially the form on file with the City Clerk, with such modifications to the Preliminary Official Statement, whether by corrections or additions thereto or by supplement or amendment thereof, as shall be approved by disclosure counsel and by the Chief Financial Officer. The Underwriter is authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the initial purchase of the Authority Bonds and is directed to deliver copies of the final Official Statement to all actual initial purchasers of the Authority Bonds. Such final Official Statement shall be in the form of the Preliminary Official Statement with such changes, insertions, and omissions as may be approved by the Chief Financial Officer.

SECTION 9. Pursuant to Section 53340.2 of the Code, the Chief Financial Officer is designated as the office that is responsible for annually preparing the current roll of Special Tax levy obligations and for estimating future Special Tax levies.

SECTION 10. With respect to the Bonds and in accordance with the policy of the City Council, the selection of (a) Goodwin Procter LLP, as bond counsel and as disclosure counsel, (b) First Southwest Company, as financial advisor, and (c) and (b) Causey Demgen & Moore Inc., as Verification Agent, is approved.

SECTION 11. The fiscal agent for the Prior Bonds is authorized to transfer any funds on deposit in the funds and accounts for the Prior Bonds to such funds and accounts as directed by the Fiscal Agent Agreement.

SECTION 12. The Mayor, the Mayor Pro-Tem of the City (the "Mayor Pro-Tem"), the City Manager of the City (the "City Manager"), the City Clerk, the Chief Financial Officer, the City Attorney of the City, and any other proper officer of the City are each authorized and directed to do any and all things and to execute and deliver any and all documents necessary or proper for carrying out the transactions contemplated by the Fiscal Agent Agreement, the Local Agency Bond Purchase Agreement, the Escrow Agreement, the Authority Bond Purchase Agreement, and this Resolution and to execute and deliver any and all certificates and representations, including signature certificates, no-litigation certificates, tax certificates, and certificates concerning disclosure about the City and the District in any offering statement, necessary and desirable to accomplish the transactions described in such documents or as set forth above.

SECTION 13. Any document the execution of which by the Mayor is authorized by this Resolution shall, in the absence or inability to act of the Mayor, be executed by the Mayor Pro-Tem or by any authorized designee of the Mayor or the Mayor Pro-Tem. Any document the execution of which by the City Clerk is authorized by this Resolution shall, in the absence or inability to act of the City Clerk, be executed by any person so designated in writing by the City Clerk or by any other proper officer of the City acting on behalf of the City Clerk. Any document the execution of which by the Chief Financial Officer is authorized by this Resolution shall, in the absence or inability to act of the Chief Financial Officer, be executed by the Financial Services Manager of the City or, in the absence or inability to act of such Financial Services Manager, by any person so designated in writing by the Chief Financial Officer or by any other proper officer of the City acting on behalf of the Chief Financial Officer.

SECTION 14. All actions previously taken by the City Council and by the officers and staff of the City on behalf of the City and the District with respect to the matters addressed by this Resolution are approved, ratified, and confirmed.

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SECTION 15. This Resolution shall take effect from and after its date of adoption.

APPROVED AND ADOPTED this 17th day of July, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

James Cameron

James Cameron,
Chief Financial Officer

LIBD/2548009.3

RESOLUTION NO. ________

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE ISSUANCE AND DELIVERY OF NOT MORE THAN $9,000,000 IN PRINCIPAL AMOUNT OF CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. 2000-3 (OXNARD BOULEVARD/HIGHWAY 101 INTERCHANGE) SPECIAL TAX REFUNDING BONDS, SERIES 2012, AND APPROVING CERTAIN DOCUMENTS AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, on December 12, 2000, the City Council (the "City Council") of the City of Oxnard (the "City") adopted Resolution No. 11,870, which established City of Oxnard Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) (the "District") and called for an election to approve the levy of special taxes (the "Special Taxes") within the District in accordance with the Rate and Method of Apportionment of Special Tax (the "Rate and Method") set forth in Exhibit B to Resolution No. 11,870, which levy of the Special Taxes was approved by the qualified electors of the District at an election held on April 10, 2001; and

WHEREAS, on December 12, 2000, the City Council also adopted Resolution No. 11,871, which determined the necessity to incur bonded indebtedness in an amount not to exceed $15,000,000 within the District, which bond authorization was approved by the qualified electors of the District at an election held on April 10, 2001; and

WHEREAS, on May 1, 2001, the City Council adopted Ordinance No. 2570 authorizing the levy of the Special Taxes within the District pursuant to the Rate and Method; and

WHEREAS, on July 24, 2001, the City Council adopted Resolution No. 12,019, which authorized the issuance of bonds for the District in an aggregate principal amount of not to exceed $15,000,000; and

WHEREAS, on February 6, 2003, the City Council issued $10,490,000 aggregate principal amount of the City of Oxnard Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) Special Tax Bonds, Series 2003 (the "Prior Bonds"), of which $8,335,000 is currently outstanding; and

WHEREAS, the foregoing actions of the City Council and the qualified electors of the District were made pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code (the "Code"), known as the "Mello Roos Community Facilities Act of 1982"; and

WHEREAS, the District has determined to issue up to $9,000,000 aggregate principal amount of City of Oxnard Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) Special Tax Refunding Bonds, Series 2012 (the "Bonds"), secured by a special tax levied within the District to provide moneys to refund the Prior Bonds and has authorized the execution of the Bonds; and

WHEREAS, the forms of the following documents are on file with the City Clerk of the City (the "City Clerk") and have been submitted to the City Council, and the Chief Financial Officer of the City (the "Chief Financial Officer"), acting as such on behalf of the City and the District, in consultation with First Southwest Company, as financial advisor (the "Financial Advisor"), and Goodwin Procter LLP, as bond counsel and as disclosure counsel, has examined and approved each document and has recommended that the City Council direct the completion, where appropriate, and the execution and delivery of such documents and the consummation of such financing:

(a) Fiscal Agent Agreement (the "Fiscal Agent Agreement"), by and between Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent"), and the District;

(b) Local Agency Bond Purchase Agreement (the "Local Agency Bond Purchase Agreement"), by and between the City of Oxnard Financing Authority and the District;

(c) Escrow Agreement (the "Escrow Agreement"), by and between Wells Fargo Bank, National Association, as escrow holder (the "Escrow Holder"), and the District;

(d) Bond Purchase Agreement (the "Authority Bond Purchase Agreement"), by and among the City of Oxnard Financing Authority, the City, the District, Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard, and Stifel, Nicolaus & Company, Incorporated, dba Stone & Youngberg, a Division of Stifel Nicolaus (the "Underwriter"); and

(e) Preliminary Official Statement (the "Preliminary Official Statement") furnishing certain information in connection with the issuance and sale by the City of Oxnard Financing Authority of its Local Obligation Revenue Bonds (2012 Special District Bond Refinancings) Series A Senior Lien Bonds and Series B Subordinate Lien Bonds (collectively, the "Authority Bonds").

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

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

SECTION 2. A single series of the Bonds is established and authorized to be issued provided that the maximum bonded indebtedness may not exceed $9,000,000. The Bonds shall be issued upon the terms and conditions contained in the Fiscal Agent Agreement, which terms and conditions are by this reference incorporated herein. Notwithstanding the foregoing, in accordance with Section 53362.5 of the Act, the Bonds shall not be issued if the total net interest cost to maturity on the Bonds plus the principal amount of the Bonds exceeds the total net interest cost to maturity on the Prior Bonds plus the principal amount of the Prior Bonds to be refunded. The Mayor of the City (the "Mayor") and the City Clerk are authorized and directed, for and in the name of the District, to execute (manually or by facsimile) and deliver the Bonds with such changes, insertions, and omissions as the Chief Financial Officer shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. Pursuant to Section 53360.4 of the Code, the City Council finds and determines that a private sale of the Bonds would result in a lower overall cost to the District, and the Bonds shall be sold at private sale.

SECTION 4. Wells Fargo Bank, National Association, having its principal corporate office in Los Angeles, California, is appointed as Fiscal Agent for the Bonds in accordance with the terms and conditions of the Fiscal Agent Agreement. The Fiscal Agent Agreement, substantially in the form on file with the City Clerk, is approved. The Mayor and the City Clerk are authorized and directed, for and in the name of the District, to execute and deliver the Fiscal Agent Agreement with such changes, insertions, and omissions as the Chief Financial Officer shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 5. The Local Agency Bond Purchase Agreement, substantially in the form on file with the City Clerk, is approved. The Chief Financial Officer is authorized and directed, for and in the name of the District, to execute and deliver the Local Agency Bond Purchase Agreement with such changes, insertions, and omissions as the Chief Financial Officer, with the advice of the Financial Advisor, shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided that the interest rates or yields to maturity on the Bonds are such that the true interest cost does not exceed five and one-half of one percent (5.50%).

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

SECTION 7. The Authority Bond Purchase Agreement, substantially in the form on file with the City Clerk, is approved. The Chief Financial Officer is authorized and directed, for and in the name of the District, to execute and deliver the Authority Bond Purchase Agreement with such changes, insertions, and omissions as the Chief Financial Officer, with the advice of the Financial Advisor, shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 8. The Preliminary Official Statement is approved in substantially the form on file with the City Clerk, with such modifications to the Preliminary Official Statement, whether by corrections or additions thereto or by supplement or amendment thereof, as shall be approved by disclosure counsel and by the Chief Financial Officer. The Underwriter is authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the initial purchase of the Authority Bonds and is directed to deliver copies of the final Official Statement to all actual initial purchasers of the Authority Bonds. Such final Official Statement shall be in the form of the Preliminary Official Statement with such changes, insertions, and omissions as may be approved by the Chief Financial Officer.

SECTION 9. Pursuant to Section 53340.2 of the Code, the Chief Financial Officer is designated as the office that is responsible for annually preparing the current roll of Special Tax levy obligations and for estimating future Special Tax levies.

SECTION 10. With respect to the Bonds and in accordance with the policy of the City Council, the selection of (a) Goodwin Procter LLP, as bond counsel and as disclosure counsel, (b) First Southwest Company, as financial advisor, and (c) Causey Demgen & Moore Inc., as Verification Agent, are hereby approved is approved.

SECTION 11. The fiscal agent for the Prior Bonds is authorized to transfer any funds on deposit in the funds and accounts for the Prior Bonds to such funds and accounts as directed by the Fiscal Agent Agreement.

SECTION 12. The Mayor, the Mayor Pro-Tem of the City (the "Mayor Pro-Tem"), the City Manager of the City (the "City Manager"), the City Clerk, the Chief Financial Officer, the City Attorney of the City, and any other proper officer of the City are each authorized and directed to do any and all things and to execute and deliver any and all documents necessary or proper for carrying out the transactions contemplated by the Fiscal Agent Agreement, the Local Agency Bond Purchase Agreement, the Escrow Agreement, the Authority Bond Purchase Agreement, and this Resolution and to execute and deliver any and all certificates and representations, including signature certificates, no-litigation certificates, tax certificates, and certificates concerning disclosure about the City and the District in any offering statement, necessary and desirable to accomplish the transactions described in such documents or as set forth above.

SECTION 13. Any document the execution of which by the Mayor is authorized by this Resolution shall, in the absence or inability to act of the Mayor, be executed by the Mayor Pro-Tem or by any authorized designee of the Mayor or the Mayor Pro-Tem. Any document the execution of which by the City Clerk is authorized by this Resolution shall, in the absence or inability to act of the City Clerk, be executed by any person so designated in writing by the City Clerk or by any other proper officer of the City acting on behalf of the City Clerk. Any document the execution of which by the Chief Financial Officer is authorized by this Resolution shall, in the absence or inability to act of the Chief Financial Officer, be executed by the Financial Services Manager of the City or, in the absence or inability to act of such Financial Services Manager, by any person so designated in writing by the Chief Financial Officer or by any other proper officer of the City acting on behalf of the Chief Financial Officer.

SECTION 14. All actions previously taken by the City Council and by the officers and staff of the City on behalf of the City and the District with respect to the matters addressed by this Resolution are approved, ratified, and confirmed.

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

SECTION 15. This Resolution shall take effect from and after its date of adoption.

APPROVED AND ADOPTED this 17th day of July, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

James Cameron

James Cameron,
Chief Financial Officer

Attachment No. 3
Page 5 of 5

LIBD/2549124.3

RESOLUTION NO. ________

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING AND CONFIRMING REASSESSMENT REPORT AND REASSESSMENT, MAKING FINDINGS IN CONNECTION THEREWITH, AND ORDERING REFUNDING AND REASSESSMENT IN CONNECTION WITH ASSESSMENT DISTRICT NO. 2001-1 (RICE AVENUE/HIGHWAY 101 INTERCHANGE)

WHEREAS, the City Council (this "City Council") of the City of Oxnard (the "City") has heretofore formed Assessment District No. 2001-1 (the "District") and has confirmed assessments upon the taxable real property within the District pursuant to proceedings taken under the Municipal Improvement Act of 1913, Division 12 of the California Streets and Highways Code (the "Law"), and has issued its City of Oxnard, Assessment District No. 2001-1 (Rice Avenue/Highway 101 Interchange), Limited Obligation Improvement Bonds, Series 2002, in the aggregate principal amount of $15,125,000 (the "Prior Bonds"), secured by such assessments, pursuant to the Improvement Bond Act of 1915, Division 10 of the California Streets and Highways Code (the "Bond Act"), for the purpose of providing funds for the acquisition and construction of improvements benefitting the District; and

WHEREAS, $12,845,000 in principal amount of the Prior Bonds remain outstanding and unpaid; and

WHEREAS, this City Council has determined that the public interest or necessity requires the issuance of refunding bonds (the "Refunding Bonds") for the purpose of providing funds to pay and redeem the outstanding Prior Bonds pursuant to the Refunding Act of 1984 for 1915 Improvement Act Bonds, Division 11.5 of the California Streets and Highways Code (the "Refunding Act"); and

WHEREAS, the Refunding Bonds shall be secured by reassessments levied and collected against real property within the District; and

WHEREAS, on the date hereof, this City Council adopted its Resolution of Intention (the "Resolution of Intention") to levy reassessments within the District and to issue the Refunding Bonds upon the security thereof, and referred the proposed refunding and reassessment to NBS Government Finance Group, as Assessment Engineer (the "Assessment Engineer"), to provide all reassessment engineering consultation and services in connection with the proposed refunding and reassessment; and

WHEREAS, in the Resolution of Intention, this City Council directed the Assessment Engineer to prepare and file with the City Clerk of the City (the "City Clerk") a written report (the "Reassessment Report") in accordance with and pursuant to the provisions of the Refunding Act; and

WHEREAS, the Reassessment Report was duly prepared and filed with the City Clerk, whereupon the City Clerk presented it to this City Council for consideration; and

WHEREAS, this City Council has duly considered the Reassessment Report and each and every part thereof and found that it contains all the matters and things called for by the

Refunding Act, including specifically Section 9523 of the California Streets and Highways Code; and

WHEREAS, this City Council has found that the Reassessment Report and each and every part thereof is sufficient in every particular and has determined that it should stand as the Reassessment Report for all subsequent proceedings under the Refunding Act.

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

SECTION 1. The foregoing recitals are, and each of them is, true and correct in all material respects.

SECTION 2. The proposed refunding and reassessment as described in the Resolution of Intention and the Reassessment Report, as approved and confirmed by this City Council in this Resolution, is categorically exempt from the provisions of the California Environmental Quality Act under Section 15301 of the California Code of Regulations.

SECTION 3. Based on the information in the Reassessment Report and other evidence presented to this City Council, all of the following conditions are satisfied:

(a) Each estimated annual installment of principal and interest on the reassessment as set forth in the Reassessment Report is less than the corresponding annual installment of principal and interest on the portion of the original assessment being superseded and supplanted by the same percentage for each subdivision of land within the District. No amounts, if any, added to the annual installments on the reassessment due to a delinquency in payment on the original assessments have been considered in the calculations supporting this finding.

(b) The number of years to maturity of all Refunding Bonds is not more than the number of years to the last maturity of the Prior Bonds being refunded.

(c) The principal amount of the reassessment on each subdivision of land within the District is less than the unpaid principal amount of the portion of the original assessment being superseded and supplanted by the same percentage for each subdivision of land within the District. No amount, if any, added to a reassessment because of a delinquency in payment on an original assessment has been considered in the calculations supporting this finding.

SECTION 4. The Reassessment Report, as presented to this City Council at this meeting, is hereby approved and confirmed and shall stand as the reassessment report for the purpose of all subsequent proceedings in connection with the refunding and reassessment.

SECTION 5. The properties within the District will benefit by the refunding and reassessment and shall be reassessed to pay the costs and expenses thereof, including installments of principal of and interest on the Refunding Bonds. The exterior boundaries of the District are shown on the map on file with the City Clerk and as set forth in the Reassessment Report. The map is incorporated into this Resolution by this reference. All public streets, highways, lanes, rights-of-way, alleys, and other public places within the District in use in the performance of any public function, and all lands owned by any public entity, including the United States, the State of California, the City, and any divisions or departments of any of them, shall be omitted from the reassessments to be levied.

SECTION 6. The estimate of the itemized and total costs and expenses of the refunding and reassessment and of the incidental expenses in connection therewith, as contained in the Reassessment Report is hereby finally adopted and approved as the Assessment Engineer's total and detailed estimate of the costs and expenses of the refunding and reassessment, except that the costs of issuing the Refunding Bonds pursuant to Section 9600 of the Refunding Act shall be as designated by this City Council in the fiscal agent agreement setting forth, among other matters, the terms and conditions for the issuance of the Refunding Bonds and the establishment of funds and accounts in connection therewith. The term of the Refunding Bonds shall not exceed the term of the Prior Bonds. The true interest cost on the Refunding Bonds shall not exceed 5.50%.

SECTION 7. The public interest or necessity requires, and this City Council orders, the refunding and reassessment to be done and completed as described in and in accordance with the Resolution of Intention, this Resolution, the Reassessment Report, and the Refunding Act.

SECTION 8. The reassessment diagram showing the District and also the boundaries and dimensions of the respective subdivisions of land within the District, each subdivision having been given a separate number upon the diagram as contained in the Reassessment Report, is hereby finally approved and confirmed as the diagram of the properties to be reassessed in these proceedings.

SECTION 9. The reassessment upon the several subdivisions of land in the District, including the expenses incidental to the refunding and reassessment, all as contained in the Reassessment Report, is hereby finally approved and confirmed as the final reassessment.

SECTION 10. The Reassessment Report is hereby finally approved, confirmed, and adopted as a whole.

SECTION 11. The City Clerk shall forthwith deliver to the Assessment Engineer the reassessment, together with the reassessment diagram attached thereto and made a part thereof, as confirmed by this City Council with the City Clerk's certificate of confirmation and the date thereof attached thereto. The Assessment Engineer shall forthwith record the reassessment diagram and reassessment in his or her office in a suitable book kept for that purpose, and append thereto his certificate of the date of recording, and such recordation shall be and constitute the reassessment roll herein.

SECTION 12. The City Clerk shall further file a copy of the reassessment diagram with the Ventura County Recorder and shall execute and cause a Notice of Reassessment, with the reassessment roll attached, to be recorded in the office of the Ventura County Recorder in the manner and form prescribed by Section 3114 of the California Streets and Highways Code. The City Clerk shall further cause a certified copy of the reassessment and the reassessment diagram to be filed in the City Clerk's office.

SECTION 13. The Treasurer of the City is hereby designated as the Collection Officer and shall collect and receive the money paid pursuant to the reassessment.

SECTION 14. Pursuant to Sections 9543 through 9545 of the Refunding Act, the Ventura County Auditor (the "Auditor") is authorized and directed to keep the record for the reassessment showing the several installments of principal of and interest on the reassessments which are to be collected in each year during the term of the Refunding Bonds. The Auditor is further authorized and directed to annually enter in his or her assessment roll on which taxes will next become due the several installments of the reassessment coming due during the year covered by the assessment roll, including interest penalties and fees as allowed under the Refunding Act. The City Clerk shall file a certified copy of this resolution in the office of the Auditor.

SECTION 15. Final adoption, approval, and confirmation of the Reassessment Report as a whole, of the estimate of the costs and expenses, and of the reassessment and the reassessment diagram, as contained in the Reassessment Report, as hereinabove determined and ordered, is intended to and shall refer and apply to the Reassessment Report, or any portion thereof, as amended, modified, revised, or corrected by, pursuant to or in accordance with any resolution or order previously adopted or made by this City Council.

SECTION 16. All actions previously taken by this City Council and by the officers and staff of the City with respect to the matters addressed by this Resolution are hereby approved, ratified, and confirmed.

SECTION 17. The Mayor of the City (the "Mayor"), the Mayor Pro-Tem of the City (the "Mayor Pro-Tem"), the City Manager of the City (the "City Manager"), the City Clerk, the Chief Financial Officer of the City (the "Chief Financial Officer"), the City Attorney of the City, and any other proper officer of the City are each authorized and directed to do any and all things and to execute and deliver any and all documents necessary or proper for carrying out the transactions contemplated by this Resolution and to execute and deliver any and all certificates and representations necessary and desirable to accomplish the transactions described in such documents or as set forth above.

SECTION 18. Any document the execution of which by the Mayor is authorized by this Resolution shall, in the absence or inability to act of the Mayor, be executed by the Mayor Pro-Tem or by any authorized designee of the Mayor or the Mayor Pro-Tem. Any document the execution of which by the City Clerk is authorized by this Resolution shall, in the absence or inability to act of the City Clerk, be executed by any person so designated in writing by the City Clerk or by any other proper officer of the City acting on behalf of the City Clerk. Any document the execution of which by the Chief Financial Officer is authorized by this Resolution shall, in the absence or inability to act of the Chief Financial Officer, be executed by the Financial Services Manager of the City or, in the absence or inability to act of such Financial Services Manager, by any person so designated in writing by the Chief Financial Officer or by any other proper officer of the City acting on behalf of the Chief Financial Officer.

SECTION 19. The intention of this City Council is that all obligations of the City with respect to the Refunding Bonds shall not be general obligations of the City, but shall be limited obligations, payable solely from the reassessments and funds specifically pledged therefor under the fiscal agent agreement for the Refunding Bonds. Neither the faith nor credit of the City, nor of any of its members, nor of the State of California or any political subdivision thereof, is, or shall be, pledged to the payment of the Refunding Bonds. The Refunding Bonds shall be "Limited Obligation Improvement Bonds" under section 8769 of the California Streets and Highways Code Law and shall be payable solely from and secured solely by the reassessments and the amounts specifically pledged under the fiscal agent agreement for the Refunding Bonds. The City is not, and shall not be, obligated to advance available surplus funds from the City treasury to cure any deficiency in the redemption fund for the Refunding Bonds; provided, however, the City is not prevented, in its sole discretion, from so advancing funds.

SECTION 20. All actions previously taken by the City Council and by the officers and staff of the City on behalf of the City and the District with respect to the matters addressed by this Resolution are hereby approved, ratified, and confirmed.

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SECTION 21. This Resolution shall take effect from and after its date of adoption.

APPROVED AND ADOPTED this 17th day of July, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Dr. Thomas E. Holden, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

____
Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

____
James Cameron,
Chief Financial Officer

RESOLUTION NO. _______

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DECLARING ITS INTENTION TO ISSUE REFUNDING BONDS FOR THE PURPOSE OF PAYING AND REDEEMING THOSE CERTAIN CITY OF OXNARD, ASSESSMENT DISTRICT NO. 2001-1 (RICE AVENUE/HIGHWAY 101 INTERCHANGE), LIMITED OBLIGATION IMPROVEMENT BONDS, SERIES 2002, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $15,125,000; PROVIDING FOR THE REASSESSMENT OF PROPERTIES WITHIN SAID ASSESSMENT DISTRICT THAT CONSTITUTE THE SECURITY FOR SUCH BONDS; DIRECTING THE PREPARATION OF REPORT AND OTHER DOCUMENTS AS REQUIRED BY THE REFUNDING ACT OF 1984 FOR 1915 IMPROVEMENT ACT BONDS, DIVISION 11.5 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE; AND MAKING CERTAIN FINDINGS AND DETERMINATIONS IN CONNECTION THEREWITH

WHEREAS, the City Council (this "City Council") of the City of Oxnard (the "City") has heretofore formed Assessment District No. 2001-1 (Rice Avenue/Highway 101 Interchange) (the "District") and has confirmed assessments upon the taxable real property within the District pursuant to proceedings taken under the Municipal Improvement Act of 1913, Division 12 of the California Streets and Highways Code, and has issued its City of Oxnard, Assessment District No. 2001-1 (Rice Avenue/Highway 101 Interchange), Limited Obligation Improvement Bonds, Series 2002, in the original aggregate principal amount of $15,125,000 (the "Prior Bonds"), secured by such assessment, pursuant to the Improvement Bond Act of 1915, Division 10 of the California Streets and Highways Code, for the purpose of providing funds for the acquisition and construction of improvements benefitting the District; and

WHEREAS, $12,845,000 in principal amount of the Prior Bonds remain outstanding and unpaid; and

WHEREAS, this City Council desires to issue refunding bonds (the "Refunding Bonds") for the purpose of providing funds to pay and redeem the outstanding Prior Bonds pursuant to the Refunding Act of 1984 for 1915 Improvement Act Bonds, Division 11.5 of the California Streets and Highways Code (the "Refunding Act"); and

WHEREAS, the Refunding Bonds shall be secured by reassessments levied and collected against real property within the District;

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

SECTION 1. The foregoing recitals are, and each of them is, true and correct in all material respects.

SECTION 2. This City Council determines that the public interest or necessity requires the issuance of the Refunding Bonds and proposes to commence proceedings for the refunding of the Prior Bonds by the issuance of the Refunding Bonds pursuant to the Refunding Act and for the levy and collection of the reassessments as security for the Refunding Bonds.

SECTION 3. The intention of this City Council is to cause the reassessment of properties in the District to provide security for the Refunding Bonds and NBS Government Finance Group, as the Assessment Engineer, is authorized and directed to prepare and file with the City Clerk of the City a report required under Section 9523 of the California Streets and Highways Code (the "Reassessment Report") containing the following:

(a) A schedule setting forth the unpaid principal of and interest on the Prior Bonds and the total amounts thereof.

(b) The total estimated principal amount of the reassessment and the Refunding Bonds, the maximum interest rate thereon, together with an estimate of cost of the reassessment and of issuing the Refunding Bonds, including all costs of issuing the Refunding Bonds, including, without limitation, any bond counsel, disclosure counsel, financial consultant, engineer, underwriter, certified public accountant, and rating agency fees, printing and advertising costs, district administrative expenses, and the charges of an escrow holder or trustee in connection with the issuance of the Refunding Bonds or in connection with the redemption and retirement of the Prior Bonds.

(c) The auditor's record kept pursuant to Section 8682 of the California Streets and Highways Code showing the schedule of principal installments and interests and all unpaid original assessments and the total amounts thereof.

(d) The estimated amount of each reassessment identified by reassessment number corresponding to the reassessment number on the reassessment diagram, together with a proposed auditor's record for the reassessment prepared in the manner described in Section 8682 of the California Streets and Highways Code.

(e) A reassessment diagram showing the District and the boundaries and dimensions and subdivisions of land within the District, each subdivision including separate condominium interests and defined in Section 783 of the California Civil Code shall be given a separate number upon the diagram.

SECTION 4. (a) The intention of this City Council is that the Reassessment Report shall enable this City Council to find that all of the following conditions are satisfied and that it may approve and confirm the Reassessment Report and proceed to authorize, issue, and sell the Refunding Bonds pursuant to the Refunding Act without the necessity of holding a public hearing on the issuance of the Refunding Bonds and the Reassessment Report shall be prepared so that all of the following conditions are satisfied:

(1) Each estimated annual installment of principal and interest on the reassessment as set forth in the Reassessment Report is less than the corresponding annual installment of principal and interest on the portion of the original assessment being superseded and supplanted by the same percentage for each subdivision of land within the District. No amounts, if any,

added to the annual installments on the reassessment due to a delinquency in payment on the original assessments have been considered in the calculations supporting this finding.

(2) The number of years to maturity of all Refunding Bonds is not more than the number of years to the last maturity of the Prior Bonds being refunded.

(3) The principal amount of the reassessment on each subdivision of land within the District is less than the unpaid principal amount of the portion of the original assessment being superseded and supplanted by the same percentage for each subdivision of land within the District. No amount, if any, added to a reassessment because of a delinquency in payment on an original assessment has been considered in the calculations supporting this finding.

(b) Any reassessment that is approved and confirmed pursuant to this Resolution shall not be deemed to be an assessment within the meaning of, and may be ordered without compliance with the procedural requirements of, Article XIIID of the California Constitution.

SECTION 5. The Reassessment Report hereof shall be prepared and presented to this City Council so as to enable this City Council to cause the fiscal agent for the Prior Bonds to give notice of the call and redemption of the Prior Bonds not less than 30 days before the redemption date of the Prior Bonds.

SECTION 6. The intention of this City Council is that all obligations of the City with respect to the Refunding Bonds shall not be general obligations of the City, but shall be limited obligations, payable solely from the reassessments and funds specifically pledged therefor under the fiscal agent agreement for the Refunding Bonds. Neither the faith nor credit of the City, nor of any of its members, nor of the State of California or any political subdivision thereof, is, or shall be, pledged to the payment of the Refunding Bonds. The Refunding Bonds shall be "Limited Obligation Improvement Bonds" under section 8769(b) of the California Streets and Highways Code Law and shall be payable solely from and secured solely by the reassessments and the amounts specifically pledged under the fiscal agent agreement for the Refunding Bonds. The City is not, and shall not be, obligated to advance available surplus funds from the City treasury to cure any deficiency in the redemption fund for the Refunding Bonds; provided, however, the City is not prevented, in its sole discretion, from so advancing funds.

SECTION 7. All actions previously taken by this City Council and by the officers and staff of the City on behalf of the City and the District with respect to the matters addressed by this Resolution are hereby approved, ratified, and confirmed.

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SECTION 8. This Resolution shall take effect from and after its date of adoption.

APPROVED AND ADOPTED this 17th day of July, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Dr. Thomas E. Holden, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

____
Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

James Cameron
____
James Cameron,
Chief Financial Officer

LIBD/2547158.3

RESOLUTION NO. _____

RESOLUTION OF THE GOVERNING BOARD OF THE CITY OF OXNARD FINANCING AUTHORITY AUTHORIZING THE SALE, ISSUANCE, AND DELIVERY OF NOT MORE THAN $27,500,000 IN PRINCIPAL AMOUNT OF ITS LOCAL OBLIGATION REVENUE BONDS (2012 SPECIAL DISTRICT BOND REFINANCINGS), SERIES A SENIOR LIEN BONDS, AND NOT MORE THAN $9,500,000 IN PRINCIPAL AMOUNT OF ITS LOCAL OBLIGATION REVENUE BONDS (2012 SPECIAL DISTRICT BOND REFINANCINGS), SERIES B SUBORDINATE LIEN BONDS, AND APPROVING CERTAIN DOCUMENTS AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Oxnard Financing Authority, a joint exercise of powers entity duly organized and existing under the laws of the State of California (the "Authority"), has the authority, among other things, pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California) (the "Act"), to incur indebtedness for the purpose of acquiring obligations to refinance certain public capital improvements originally financed by the City of Oxnard (the "City") through (i) City of Oxnard Assessment District No. 2001-1 (Rice Avenue/Highway 101 Interchange) (the "Assessment District"), (ii) Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard ("CFD No. 1"), and (iii) City of Oxnard Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) ("CFD No. 2000-3"); and

WHERAS, for the purpose of acquiring (i) the City of Oxnard Assessment District No. 2001-1 (Rice Avenue/Highway 101 Interchange) Limited Obligation Improvement Refunding Bonds, Series 2012 (the "AD Bonds"), (ii) the Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard 2012 Special Tax Refunding Bonds (the "CFD No. 1 Bonds"), and (iii) the City of Oxnard Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) Special Tax Refunding Bonds, Series 2012 (the "CFD No. 2000-3 Bonds" and, together with the AD Bonds and the CFD No. 1 Bonds, the "Acquired Obligations") issued by the City, CFD No. 1, and CFD No. 2000-3, respectively, to refund certain Assessment District, CFD No. 1, and CFD No. 2000-3 bond issues, the Authority has determined to issue its Local Obligation Revenue Bonds (2012 Special District Bond Refinancings), Series A Senior Lien Bonds, in the original principal amount of not more than $27,500,000 (the "Series A Bonds"), and its Local Obligation Revenue Bonds (2012 Special District Bond Refinancings), Series B Subordinate Lien Bonds, in the original principal amount of not more than $9,500,000 (the "Series B Bonds" and, together with the Series A Bonds, the "Bonds"); and

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

WHEREAS, the Authority proposes to enter into an Indenture of Trust (the "Indenture") by and between the Authority and Wells Fargo Bank, National Association, as trustee (the "Trustee"), to provide for the issuance of the Bonds; and

WHEREAS, the Authority proposes to enter into a Local Agency Bond Purchase Agreement (the "AD Bonds Purchase Agreement") by and between the City and the Authority, pursuant to which the City will sell to the Authority the AD Bonds; and

WHEREAS, the Authority proposes to enter into a Local Agency Bond Purchase Agreement (the "CFD No. 1 Bonds Purchase Agreement") by and between CFD No. 1 and the Authority, pursuant to which CFD No. 1 will sell to the Authority the CFD No. 1 Bonds; and

WHEREAS, the Authority proposes to enter into a Local Agency Bond Purchase Agreement (the "CFD No. 2000-3 Bonds Purchase Agreement") by and between CFD No. 2000-3 and the Authority, pursuant to which CFD No. 2000-3 will sell to the Authority the CFD No. 2000-3 Bonds; and

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

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

WHEREAS, to effectuate such negotiated sale, the Authority proposes to enter into a Bond Purchase Agreement (the "Purchase Agreement") by and among the Authority, the City, CFD No. 1, CFD No. 2000-3, and Stifel, Nicolaus & Company, Incorporated, dba Stone & Youngberg, a Division of Stifel Nicolaus (the "Underwriter"), pursuant to which the Authority will sell to the Underwriter the Bonds; and

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

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

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

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

(a) the Indenture;
(b) the Purchase Agreement;
(c) the AD Bonds Purchase Agreement;
(d) the CFD No. 1 Bonds Purchase Agreement;
(e) the CFD No. 2000-3 Bonds Purchase Agreement;
(f) the Preliminary Official Statement; and
(g) the Continuing Disclosure Agreement.

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

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

SECTION 2. The Authority's issuance of the Bonds pursuant to the Act to refund certain Assessment District, CFD No. 1, and CFD No. 2000-3 bond issues will provide "significant public benefits" (as such term is defined in Government Code Section 6586) to the citizens of the City because it is expected that such use will provide demonstrable savings in effective interest rate costs, or more efficient delivery of local agency services to residential and commercial development.

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

SECTION 4. The Purchase Agreement is approved in substantially the form on file with the Secretary. The Controller is authorized and directed, for and in the name of the Authority, to execute and deliver the Purchase Agreement with such changes, insertions, and omissions as the Controller, with the advice of the Financial Advisor, shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided that the aggregate principal amount of the Series A Bonds shall not exceed $27,500,000, the interest rates or yields to maturity on the Series A Bonds are such that the true interest cost does not exceed five and one-half of one percent (5.50%), the underwriting fee payable to the Underwriter with respect to the Series A Bonds does not exceed one and one-quarter of one percent (1.25%), excluding any original issue discount or premium, the aggregate principal amount of the Series B Bonds shall not exceed $9,500,000, the interest rates or yields to maturity on the Series B Bonds are such that the true interest cost does not exceed six percent (6.00%), and the underwriting fee payable to the Underwriter with respect to the Series B Bonds does not exceed one and one-half of one percent (1.50%), excluding any original issue discount or premium,

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

SECTION 6. The CFD No. 1 Bonds Purchase Agreement is approved in substantially the form on file with the Secretary. The Controller is authorized and directed, for and in the name of the Authority, to execute and deliver the CFD No. 1 Bonds Purchase Agreement with such changes, insertions, and omissions as the Controller, with the advice of the Financial Advisor, shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 7. The CFD No. 2000-3 Bonds Purchase Agreement is approved in substantially the form on file with the Secretary. The Controller is authorized and directed, for and in the name of the Authority, to execute and deliver the CFD No. 2000-3 Bonds Purchase Agreement with such changes, insertions, and omissions as the Controller, with the advice of the Financial Advisor, shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 8. The Preliminary Official Statement is approved and authorized in substantially the form on file with the Secretary. The Preliminary Official Statement shall be deemed final as of its date with respect to the Bonds, except for either revision or addition of the offering price(s), yield(s) to maturity, selling compensation, aggregate denominational amount and maturity value, denominational amount and maturity value per maturity, delivery date, rating(s), and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to the Rule, and the Controller, as the Authority officer to be authorized and directed to execute the Official Statement for the Bonds, is authorized to execute and deliver a certificate in the customary form respecting such finality.

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

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

SECTION 9. The Continuing Disclosure Agreement is approved in substantially the form on file with the Secretary. The Controller is authorized and directed, for and in the name of the Authority, to execute and deliver the Continuing Disclosure Agreement with such changes, insertions, and omissions as the Controller shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 10. The Series A Bonds, in an aggregate principal amount not to exceed $27,500,000 (which aggregate amount shall be finally determined by the Controller), designated "City of Oxnard Financing Authority Local Obligation Revenue Bonds (2012 Special District Bond Refinancings), Series A Senior Lien Bonds," are authorized to be issued, sold, and delivered by the Authority in accordance with the terms and provisions of the Indenture and the Purchase Agreement. The Series B Bonds, in an aggregate principal amount not to exceed $9,500,000 (which aggregate amount shall be finally determined by the Controller), designated "City of Oxnard Financing Authority Local Obligation Revenue Bonds (2012 Special District Bond Refinancings), Series B Subordinate Lien Bonds," are authorized to be issued, sold, and delivered by the Authority in accordance with the terms and provisions of the Indenture and the Purchase Agreement. The proceeds from the respective sales of the Series A Bonds and the Series B Bonds shall be deposited as provided in the Indenture. The Chairman and the Secretary are authorized and directed, for and in the name of the Authority, to execute (manually or by facsimile) and deliver the Bonds with such changes, insertions, and omissions as the Controller shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 11. Wells Fargo Bank, National Association, is appointed as Trustee under and pursuant to the Indenture, and as Dissemination Agent under the Continuing Disclosure Agreement, with the respective powers and duties of each of said office as set forth therein. The Trustee is requested and directed to execute and deliver the Bonds to the Underwriter in accordance with written instructions to be executed on behalf of the Authority by the Controller.

SECTION 12. The Controller is authorized to select a municipal bond insurer to insure payments of principal of and interest on all or a portion of the Bonds if the Controller determines that a municipal bond insurance policy issued by such insurer will result in a lower interest rate or yield to maturity with respect to all or a portion of the Bonds and to undertake all acts necessary to obtain such insurance. If the Controller determines that it is in the best interest of the Authority to obtain a surety bond or similar instrument, as permitted under the Indenture, for all or a portion of the Reserve Requirement (as defined in the Indenture), the Controller may enter into an agreement with a surety provider selected by the Controller.

SECTION 13. The Chairman, the Vice Chairman of this Board (the "Vice Chairman"), the Secretary, the Controller, the General Counsel to the Authority (the "General Counsel"), and any other proper officer of the Authority are authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents necessary or proper for carrying out the transactions contemplated by the Indenture, the Purchase Agreement, the AD Bonds Purchase Agreement, the CFD No. 1 Bonds Purchase Agreement, the CFD No. 2000-3 Bonds Purchase Agreement, the Continuing Disclosure Agreement, and this Resolution and to execute and deliver any and all certificates and representations, including signature certificates, no-litigation certificates, tax certificates, and certificates concerning the preliminary or final Official Statement describing the Bonds, necessary and desirable to accomplish the transactions described in such documents or as set forth above.

SECTION 14. Any document the execution of which by the Chairman is authorized by this Resolution shall, in the absence or inability to act of the Chairman, be executed by the Vice Chairman or by any authorized designee of the Chairman or the Vice Chairman. Any document the execution of which by the Secretary is authorized by this Resolution shall, in the absence or inability to act of the Secretary, be executed by any person so designated in writing by the Secretary or by any other proper officer of the Authority acting on behalf of the Secretary. Any document the execution of which by the Controller is authorized by this Resolution shall, in the absence or inability to act of the Controller, be executed by the Assistant Controller of the Authority or, in the absence or inability to act of such Assistant Controller, by any other person so designated in writing by the Controller or by any other proper officer of the Authority acting on behalf of the Controller. The Authority's General Counsel and the Controller are authorized to execute any and all documents referenced in this Resolution as to form and as to content, respectively.

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

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

APPROVED AND ADOPTED this 17th day of July, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dr. Thomas E. Holden, Chairman

ATTEST:

Daniel Martinez, Secretary

APPROVED AS TO FORM:

Alan Holmberg, General Counsel

APPROVED AS TO CONTENT:

James Cameron

James Cameron, Controller

Attachment No. 6
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ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of August 1, 2012 (this "Escrow Agreement"), by and between the City of Oxnard (the "City") and Wells Fargo Bank, National Association ("Wells Fargo"), as Escrow Holder (the "Escrow Holder") hereunder, with respect to the refunding of the $12,845,000 outstanding principal amount of the $15,125,000 original principal amount of City of Oxnard, Assessment District No. 2001-1 (Rice Avenue/Highway 101 Interchange), Limited Obligation Improvement Bonds, Series 2002 (the "Prior Bonds"), is entered into in accordance with Resolution No. ________ [Resolution Authorizing Bonds] of the City Council of the City adopted on July 17, 2012 (the "Resolution"), and a Fiscal Agent Agreement dated as of August 1, 2012 (the "Fiscal Agent Agreement"), by and between the City and Wells Fargo, as fiscal agent, to refund the Prior Bonds.

WITNESSETH:

WHEREAS, the City has (i) heretofore taken proceedings under the Municipal Improvement Act of 1913, Division 12 of the California Streets and Highways Code, (ii) confirmed assessments upon the taxable real property within the City of Oxnard Assessment District No. 2001-1 (Rice Avenue/Highway 101 Interchange) (the "District") described in its resolution of intention adopted on January 8, 2002, (iii) executed and delivered a Fiscal Agent Agreement, dated as of August 1, 2002 (the "Prior Fiscal Agent Agreement"), by and between Wells Fargo, as fiscal agent, and the City, which Prior Fiscal Agent Agreement set forth the terms of the Prior Bonds, and (iv) issued, pursuant to the Improvement Bond Act of 1915, Division 10 of the California Streets and Highways Code, the Prior Bonds on August 27, 2002, secured by assessments levied in the District, for the purpose of providing funds for the acquisition and construction of improvements benefiting the property in the District; and

WHEREAS, the City has undertaken proceedings pursuant to the Refunding Act of 1984 for 1915 Improvement Act Bonds, Section 9500 et seq. of the California Streets and Highways Code (the "Refunding Act") to reassess the property in the District and to refund the Prior Bonds; and

WHEREAS, the Prior Fiscal Agent Agreement provides that the Prior Bonds may be defeased in accordance with Section 9.03 thereof; and

WHEREAS, the City requires that Wells Fargo, as the fiscal agent for the Prior Bonds (which is the Escrow Holder hereunder), give notice to the owners of the Prior Bonds that the Prior Bonds are deemed to have been paid in accordance with the Refunding Act and stating the maturity or redemption date upon which the money is to be available for payment of the principal of and interest on the Prior Bonds; and

WHEREAS, the City has determined it is beneficial to its taxpayers to refund all of those Prior Bonds currently outstanding in the principal amount of $12,845,000; and

WHEREAS, the City has determined that $_________ aggregate principal amount of the City of Oxnard Assessment District No. 2001-1 (Rice Avenue/Highway 101 Interchange)

Limited Obligation Improvement Refunding Bonds, Series 2012 (the "Bonds"), shall be issued pursuant to the Fiscal Agent Agreement for, among other purposes, the purpose of providing a portion of the funds to pay, on September 2, 2012, the accrued interest on the Prior Bonds maturing on and after September 2, 2012, the principal amount of the Prior Bonds maturing on September 2, 2012, and the redemption price of 100% of the principal amount payable with respect to the Prior Bonds maturing after September 2, 2012; and

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

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

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

SECTION 2. <u>Deposit of Moneys</u>. Wells Fargo, in its capacity as fiscal agent under the Fiscal Agent Agreement, shall deposit with Escrow Holder $__________ by federal funds wire, representing a portion of the net proceeds of the sale of the Bonds, to be held in an irrevocable escrow by the Escrow Holder separate and apart from other funds of the City and the Escrow Holder, in a fund hereby created and established to be known as the "Escrow Fund" to be applied solely as provided in this Escrow Agreement. Wells Fargo, in its capacity as fiscal agent under the Prior Fiscal Agent Agreement, shall transfer or cause to be transferred the following funds for deposit in the Escrow Fund: (i) from the Reserve Fund established with respect to the Prior Bonds the amount of $__________, (ii) from the Redemption Fund established with respect to the Prior Bonds the amount of $__________, and (iii) from the Improvement Fund established with respect to the Prior Bonds the amount of $__________. In addition, the City shall transfer $__________ held by the City representing payments of assessments with respect to the Prior Bonds shall be transferred to the Escrow Holder for deposit into the Escrow Fund. All moneys in the Escrow Fund, in the amount of $__________, will held uninvested as cash. Such moneys shall be at least an amount sufficient to pay, on September 2, 2012, the accrued interest on the Prior Bonds maturing on and after September 2, 2012, the principal amount of the Prior Bonds maturing on September 2, 2012, and the redemption price of 100% of the principal amount payable with respect to the Prior Bonds maturing after September 2, 2012.

SECTION 3. <u>No Investment of Moneys</u>. The Escrow Holder acknowledges receipt of the moneys described in Section 2 hereof and agrees that all amounts held in the Escrow Fund shall be held as cash.

SECTION 4. <u>[RESERVED]</u>.

SECTION 5. [RESERVED].

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

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

SECTION 7. Payment of Prior Bonds.

(a) Payment. From the moneys on deposit in the Escrow Fund, the Escrow Holder shall apply the amounts on deposit in the Escrow Fund to pay, on September 2, 2012, the accrued interest on the Prior Bonds maturing on and after September 2, 2012, the principal amount of the Prior Bonds maturing on September 2, 2012, and the redemption price of 100% of the principal amount payable with respect to the Prior Bonds maturing after September 2, 2012. THE CITY IRREVOCABLY WAIVES ITS RIGHTS TO REDEEM THE PRIOR BONDS ON ANY OTHER DATE. Any moneys remaining in the Escrow Fund after payment in full of the principal of, unpaid interest on, and premium, if any, on the Prior Bonds shall be repaid by the Escrow Holder to the City.

(b) Irrevocable Instructions to Provide Notice. The City has previously instructed the instructed the Escrow Holder to mail to the owners of the Prior Bonds a Conditional Notice of Full Redemption in accordance with Section 2.03(C) of the Prior Fiscal Agent Agreement. The form of such Conditional Notice of Full Redemption is attached hereto as Exhibit A. The Escrow Holder has been further instructed to mail a copy of such Conditional Notice of Full Redemption to the Securities Depositories and to the Information Services, each as defined below.

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

"Information Services" means Financial Information, Inc.'s "Financial Daily Called Bond Service," 30 Montgomery Street, 10th Floor, Jersey City, New Jersey 07302, Attention: Editor; Kenny Information Services' "Called Bond Service," 55 Broad Street, 28th Floor, New York, New York 10004; Moody's Investors Service "Municipal and Government," 77 Center Drive, Suite 150, Charlotte, North Carolina 28217, Attention: Called Bonds Department; and

Standard and Poor's "Called Bond Record," 25 Broadway, 3rd Floor, New York, New York 10004; or, in accordance with then current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds, or no such services, as the City may designate in writing to the Escrow Holder.

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

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

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

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

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

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

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

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

SECTION 13. Amendments. This Escrow Agreement is made for the benefit of the City and the owners from time to time of the Prior Bonds, and it shall not be repealed, revoked, altered, or amended without the written consent of all such owners, the Escrow Holder, and the City; provided, however, that the City and the Escrow Holder may, without the consent of, or notice to, such owners, amend this Escrow Agreement or enter into such agreements supplemental to this Escrow Agreement as shall not adversely affect the rights of such owners or the exclusion from gross income of interest payable on the Prior Bonds for purposes of federal income taxation, and as shall not be inconsistent with the terms and provisions of this Escrow

Agreement or the Prior Fiscal Agent Agreement, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Escrow Agreement; (ii) to grant to, or confer upon, the Escrow Holder for the benefit of the owners of the Prior Bonds, any additional rights, remedies, powers, or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Holder; and (iii) to include under this Escrow Agreement additional funds, securities, or properties. The Escrow Holder shall be entitled to rely conclusively upon an unqualified opinion of Bond Counsel, with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition, or elimination affects the rights of the owners of the Prior Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

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

SECTION 15. Notices. In the event that this agreement or any provision thereof is severed, amended or revoked, the City shall provide written notice of such severance, amendment, or revocation to Standard & Poor's Ratings Service, 55 Water Street, 38th Floor New York, NY 10041 Attention: Public Finance Surveillance Group. Any notice to or demand upon the Escrow Holder may be served or presented, and such demand may be made to Wells Fargo Bank, National Association, 707 Wilshire Blvd., 17th Floor, Los Angeles, CA, 90017, Attention: Corporate Trust Services, Ref: City of Oxnard. Any notice to or demand upon the City shall be deemed to have been sufficiently given or served for all purposes by being mailed by registered or certified mail, and deposited, postage prepaid, in a post office letter box, addressed to the City of Oxnard, 300 West Third Street, Oxnard, CA, 93030, Attention: Chief Financial Officer (or such other address as may have been filed in writing by the City with the Escrow Holder).

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

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

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Escrow Holder

By: ______________________________
Its: Authorized Officer

ATTEST:

____
Daniel Martinez, City Clerk

CITY OF OXNARD

By: ______________________________
Dr. Thomas E. Holden, Mayor

APPROVED AS TO FORM:

____
Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

____
James Cameron,
Chief Financial Officer

SCHEDULE A

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

SOURCES OF FUNDS TO BE RECEIVED FOR DEPOSIT IN THE ESCROW FUND	
Bond proceeds	$ ________
Amounts held by City representing payments of assessments with respect to the Prior Bonds	
Redemption Fund of Prior Fiscal Agent Agreement	
Improvement Fund of Prior Fiscal Agent Agreement	
Reserve Fund of Prior Fiscal Agent Agreement	________
TOTAL SOURCES	
USES OF FUNDS DEPOSITED IN ESCROW FUND	
Cash to be held in Escrow Fund	________
TOTAL USES	

Exhibit A

CONDITIONAL NOTICE OF FULL REDEMPTION

TO THE HOLDERS OF CITY OF OXNARD ASSESSMENT DISTRICT NO. 2001-1 (RICE AVENUE/HIGHWAY 101 INTERCHANGE) LIMITED OBLIGATION IMPROVEMENT BONDS, SERIES 2002

CONDITIONAL NOTICE is hereby given on behalf of the City of Oxnard (the "**City**") that, pursuant to Section 2.03(A)(i) of the Fiscal Agent Agreement dated as of August 1, 2002 (the "**Fiscal Agent Agreement**"), by and between the City and Wells Fargo Bank, National Association, as fiscal agent (the "**Fiscal Agent**"), the above-referenced bonds (the "**Bonds**") in the aggregate principal amount of $12,500,000 as listed below are being called for redemption on September 2, 2012 (the "**Redemption Date**"), at the redemption price of 100% (expressed as a percentage of the principal amount of Bonds called for redemption) (the "**Redemption Price**") plus accrued interest to the Redemption Date. On and after September 2, 2012, interest shall cease to accrue on the Bonds.

Maturity Date (September 2)	Interest Rate	Redemption Price	Principal Amount Called	CUSIP No.
September 2,2013	5.125%	100%	$360,000	691890KC0
September 2,2014	5.100%	100%	$380,000	691890KD8
September 2,2015	5.200%	100%	$400,000	691890KE6
September 2,2016	5.250%	100%	$420,000	691890KF3
September 2,2017	5.375%	100%	$440,000	691890KG1
September 2,2018	5.400%	100%	$465,000	691890KH9
September 2,2019	5.500%	100%	$490,000	691890KJ5
September 2,2020	5.600%	100%	$515,000	691890KK2
September 2,2022	5.600%	100%	$1,125,000	691890KL0
September 2,2027	5.625%	100%	$3,410,000	691890KM8
September 2,2032	5.700%	100%	$4,495,000	691890KN6_

This Conditional Notice will be withdrawn if the City fails to issue its City of Oxnard Assessment District No. 2001-1 (Rice Avenue/Highway 101 Interchange) Limited Obligation Improvement Refunding Bonds, Series 2012, on or before the Redemption Date. If this Conditional Notice is withdrawn by the City, this Conditional Notice shall be of no force or effect, and none of the Bonds shall be redeemed on the Redemption Date.

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

By Registered or Certified Mail:
Wells Fargo Bank Minnesota, N.A.
Attn: Corporate Trust Operations
P.O. Box 1517
Minneapolis, MN 55480-1517

If in person, by hand:
Wells Fargo Bank Minnesota, N.A.
Northstar East Building
608 Second Avenue South
12th Floor-Corporate Trust Services
Minneapolis, MN

By Air Courier:
Wells Fargo Bank Minnesota, N.A.
Attn: Investor & Payment Services
MAC Code: N9303-121
Sixth and Marquette
Minneapolis, MN 55479

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

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

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

Withholding of 30% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2001, unless the Trustee has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your securities.

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

Dated: July __,2012
Loan Key: __________

Wells Fargo Bank, National Association
as Fiscal Agent

LOCAL AGENCY
BOND PURCHASE AGREEMENT

by and between

CITY OF OXNARD FINANCING AUTHORITY

and

CITY OF OXNARD

Dated [BPA DATE], 2012

Relating to
$[PRINCIPAL AMOUNT]
City of Oxnard
Assessment District No. 2001-1
(Rice Avenue/Highway 101 Interchange)
Limited Obligation Improvement Refunding Bonds
Series 2012

Attachment No. 9
Page 1 of 10

LOCAL AGENCY BOND PURCHASE AGREEMENT

THIS LOCAL AGENCY BOND PURCHASE AGREEMENT (this "Purchase Agreement"), dated [BPA DATE], 2012, is by and between the CITY OF OXNARD FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the "Authority"), and the CITY OF OXNARD, a general law city duly organized and existing under the laws of the State of California (the "City").

WITNESSETH:

WHEREAS, the Authority is a joint exercise of powers authority duly organized and existing under the provisions of the Joint Exercise of Powers Act (the "Joint Powers Act"), and is authorized pursuant to Article 4 of the Joint Powers Act to borrow money for the purpose of financing the acquisition of bonds, notes, and other obligations to provide financing or refinancing for public capital improvements of local agencies within the State of California (the "State"); and

WHEREAS, in order to finance certain public capital improvements, there were previously issued City of Oxnard, Assessment District No. 2001-1 (Rice Avenue/Highway 101 Interchange), Limited Obligation Improvement Bonds, Series 2002 (the "Prior Bonds"), presently outstanding in the aggregate principal amount of $12,845,000; and

WHEREAS, the Prior Bonds were issued pursuant to a Fiscal Agent Agreement, dated as of August 1, 2002, by and between the City and Wells Fargo Bank, National Association, as fiscal agent; and

WHEREAS, the City has taken proceedings pursuant to the Refunding Act of 1984 for 1915 Improvement Act Bonds, Division 11.5 of the California Streets and Highways Code (the "Refunding Act"), to levy reassessments against real property within the City of Oxnard Assessment District No. 2001-1 (Rice Avenue/Highway 101 Interchange) (the "Assessment District"); and

WHEREAS, the reassessments are contained in a Reassessment Report prepared by NBS Government Finance Group, Reassessment Engineer (the "Reassessment Report"); and

WHEREAS, the City is authorized pursuant to the Refunding Act to issue bonds secured by reassessments levied and collected against real property within the Assessment District in order to refund the Prior Bonds; and

WHEREAS, the City desires to refund and redeem the Prior Bonds; and

WHEREAS, in order to provide a portion of the moneys required to refund and redeem the Prior Bonds, the City has authorized the issuance, pursuant to a Fiscal Agent Agreement, dated as of August 1, 2012 (the "Fiscal Agent Agreement"), by and between the City and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent"), of City of Oxnard Assessment District No. 2001-1 (Rice Avenue/Highway 101 Interchange) Limited Obligation

Improvement Refunding Bonds, Series 2012 (the "Bonds"), in the aggregate principal amount of not to exceed [PRINCIPAL AMOUNT]; and

WHEREAS, the Authority desires to assist the City in refinancing the public capital improvements financed with the Prior Bonds by purchasing the Bonds from the City; and

WHEREAS, in order to provide the funds necessary to purchase the Bonds from the City, the Authority has authorized the issuance, pursuant to an Indenture of Trust, dated as of August 1, 2012 (the "Indenture"), by and between the Authority and Wells Fargo Bank, National Association, as trustee (the "Trustee"), of each of the City of Oxnard Financing Authority Local Obligation Revenue Bonds (2012 Special District Bond Refinancings), Series A Senior Lien Bonds (the "Series A Authority Bonds") in the aggregate principal amount of not to exceed $__________ and the City of Oxnard Financing Authority Local Obligation Revenue Bonds (2012 Special District Bond Refinancings), Series B Subordinate Lien Bonds (the "Series B Authority Bonds" and, together with the Series A Authority Bonds, the "Authority Bonds"), in the aggregate principal amount of not to exceed $__________; and

WHEREAS, the Authority Bonds are being purchased from the Authority pursuant to a Bond Purchase Agreement, dated [BPA DATE], 2012 (the "Authority Purchase Agreement"), by and among the Authority, the City, Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard, City of Oxnard Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange), and Stifel, Nicolaus & Company, Incorporated, dba Stone & Youngberg, a Division of Stifel Nicolaus (the "Underwriter"); and

WHEREAS, the Authority and the City desire to enter into this Purchase Agreement providing for the sale of the Bonds by the City to the Authority and containing the other agreements herein set forth.

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

Section 1. **<u>Definitions</u>**. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Fiscal Agent Agreement.

Section 2. **<u>Redemption of Prior Bonds</u>**. The Authority and the City hereby agree that the City shall redeem the Prior Bonds pursuant to the Escrow Agreement.

Section 3. **<u>Purchase and Sale of Bonds</u>**. (a) Upon the terms and conditions and upon the basis of the representations, warranties, and agreements hereinafter set forth, the City hereby agrees to sell to the Authority, and the Authority hereby agrees to purchase from the City, all (but not less than all) of the $[PRINCIPAL AMOUNT] aggregate principal amount of the Bonds. The Bonds shall have the maturities and shall bear interest as set forth in Exhibit A hereto.

(b) The Bonds and interest thereon shall be payable from reassessments levied and collected in accordance with the Fiscal Agent Agreement and the proceedings relating thereto. The Bonds shall be substantially in the form described in, and shall be executed, delivered, and secured under and pursuant to, and shall be payable and subject to redemption as provided in, the Fiscal Agent Agreement. The proceeds of the Bonds will be used by the City to (A) fund the Escrow Fund created pursuant to the Escrow Agreement that will be used to pay, on September 2, 2012, the accrued interest on the Prior Bonds maturing on and after September 2, 2012, the principal amount of the Prior Bonds maturing on September 2, 2012, and the redemption price of 100% of the principal amount payable with respect to the Prior Bonds maturing after September 2, 2012, and (B) pay costs of issuance relating to the Bonds. The Fiscal Agent Agreement, the Escrow Agreement, the Authority Purchase Agreement, and this Purchase Agreement are together referred to as the "Legal Documents."

(c) The City hereby ratifies, confirms, and approves the Preliminary Official Statement of the Authority, dated __________, 2012, relating to the Authority Bonds, which contains certain information about the City, the Fiscal Agent Agreement, and the Bonds (which, together with the cover page and all appendices thereto, is referred to herein as the "Preliminary Official Statement"), which Preliminary Official Statement the City deemed final and so certified as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12"), except for information permitted to be omitted therefrom by Rule 15c2-12. The City hereby agrees to assist the Authority in the preparation of a final official statement (the "Official Statement"), consisting of the Preliminary Official Statement, with such changes as may be made thereto with the approval of the Authority, the City, and the Underwriter, so that the Authority may deliver or cause to be delivered to the Underwriter, no later than seven business days after the date the Underwriter agrees to purchase the Authority Bonds, copies of the Official Statement in such reasonable quantity as the Underwriter shall request. The City hereby approves of the use and distribution by the Underwriter of the Official Statement in connection with the offer and sale of the Authority Bonds.

(d) The aggregate purchase price for the Bonds shall be $__________ (being the aggregate principal amount of the Bonds of $[PRINCIPAL AMOUNT].00, less a purchaser's discount of $__________), which shall be payable solely from proceeds of sale of the Authority Bonds. The purchase price for the Bonds shall be paid by the Authority by transferring, or causing to be transferred, to the Escrow Holder for deposit in the Escrow Fund pursuant to the Escrow Agreement, in immediately available funds, the amount of $__________.

(e) At 8:00 a.m., California time, on August __, 2012, or at such other time or on such other date as the Authority, the City, and the Underwriter may mutually agree upon (the "Closing Date"), at the offices of Goodwin Procter LLP ("Bond Counsel"), in Los Angeles, California, the City will deliver or cause to be delivered to the Authority, the Bonds in the form of a single fully registered certificate per maturity (which may be typewritten), registered in the name of the Trustee, as assignee of the Authority, duly executed and authenticated, and the other documents mentioned herein. The Authority will accept such delivery and pay the purchase price of the Bonds as provided in subparagraph (d) above (such delivery and payment being herein referred to as the "Closing").

Section 4. **<u>Representations and Warranties of the City</u>**. The City hereby makes to the Authority the representations and warranties made by the City to the Underwriter in

Section 5 of the Authority Purchase Agreement, to the same extent as if such representations and warranties were set forth in full herein.

Section 5. <u>**Conditions to the Obligations of the Authority**</u>. The Authority has entered into this Purchase Agreement in reliance upon the representations, warranties, and agreements of the City contained herein and to be contained in the documents and instruments to be delivered on the Closing Date, and upon the performance by the City of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Authority's obligations under this Purchase Agreement to purchase, to accept delivery of, and to pay for the Bonds shall be subject to the performance by the City of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing Date, and shall also be subject to the following conditions:

(a) The representations and warranties of the City contained herein shall be true, complete, and correct on the date hereof and on and as of the Closing Date, as if made on the Closing Date;

(b) On the Closing Date, the Legal Documents shall be in full force and effect and shall not have been amended, modified, or supplemented, and the Official Statement shall not have been amended, modified, or supplemented, except in either case as may have been agreed to by both the Authority and the Underwriter;

(c) As of the Closing Date, all official action of the City relating to the Bonds and the refunding of the Prior Bonds shall be in full force and effect, and there shall have been taken all such actions as, in the opinion of Bond Counsel, shall be necessary or appropriate in connection therewith, with the issuance of the Authority Bonds and the Bonds, and with the transactions contemplated by the Legal Documents, all as described in the Official Statement;

(d) Between the date hereof and the Closing Date, the market price or marketability, at the initial offering price or prices of the Authority Bonds set forth in the Official Statement shall not have been materially adversely affected, in the reasonable judgment of the Underwriter, by reason of any of the following:

(i) an amendment to the Constitution of the United States or the constitution of the State shall have been past or legislation enacted (or resolution passed) by or introduced or pending legislation amended in the Congress or recommended for passage by the President of the United States, the Speaker of the House of Representatives, the President Pro Tempore of the Senate, the Chairman or ranking minority member of the Committee of Ways and Means of the House of Representatives or the Chairman or ranking minority member of the Committee on Finance of the Senate, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed), or press release issued or made (A) by or on behalf of the Treasury Department of the United States or the Internal Revenue Service, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon such interest as would be received by the owners of the Authority Bonds, (B) by or on behalf of the State or the California Franchise Tax Board, with the purpose or effect, directly or indirectly, of imposing California personal income taxation upon such interest as would be received by the owners of the

Authority Bonds, or (C) by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or by or on behalf of the State or the California Franchise Tax Board, with the purpose or effect, directly or indirectly, of changing the federal or State income tax rates, respectively;

(ii) the declaration of war or engagement in major military hostilities by the United States or the occurrences of any other national emergency or calamity relating to the effective operation of the government of the United States;

(iii) the declaration of a general banking moratorium by federal, New York, or California authorities, or the general suspension of trading on any national securities exchange;

(iv) the imposition by the New York Stock Exchange or other national securities exchange or any governmental authority, of any material restrictions not now in force with respect to the Authority Bonds or obligations of the general character of the Authority Bonds, or the material increase of any such restrictions now in force;

(v) an amendment to the Constitution of the United States or the constitution of the State shall have been past or legislation enacted (or resolution passed) by or introduced or pending legislation amended in the Congress or recommended for passage by the President of the United States, or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed) or press release issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Authority Bonds, or the Authority Bonds, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement or the Indenture is not exempt from qualification under the Trust Indenture Act of 1939, as amended, or that the execution, offering, or sale of obligations of the general character of the Authority Bonds, or of the Authority Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement, otherwise is or would be in violation of the federal securities laws as amended and then in effect;

(vi) the withdrawal or downgrading of any rating of the Authority Bonds by a national rating agency; and

(vii) any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) On the Closing Date, the Authority Bonds shall have been issued and delivered to the Underwriter and all of the conditions to closing contained in the Authority Purchase Agreement shall have either been satisfied or waived.

(f) At or prior to the Closing Date, the Authority and the Underwriter shall have received the following documents, in each case satisfactory in form and substance to the Authority and the Underwriter:

(i) Two copies of the Legal Documents, each duly executed and delivered by the respective parties thereto, with only such amendments, modifications, or supplements as may have been agreed to in writing by the Authority and the Underwriter;

(ii) The approving opinion, dated the Closing Date and addressed to the City, of Bond Counsel to the effect that the Bonds are valid and binding limited obligations of the City, subject to bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought, and a letter of such counsel, dated the Closing Date and addressed to the Authority, the Fiscal Agent, [the Series A Bond Insurer (as defined in the Authority Purchase Agreement),] and the Underwriter to the effect that such opinion may be relied upon by each of the Authority , the Fiscal Agent, [the Series A Bond Insurer,] and the Underwriter to the same extent as if such opinion were addressed to it;

(iii) A supplemental opinion of Bond Counsel addressed to the Underwriter and dated the Closing Date to the effect that the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939;

(iv) Copies of the Resolution adopted by the City Council of the City of Oxnard authorizing the issuance of the Bonds, certified by the City Clerk of the City;

(v) The opinion of the City Attorney of the City, dated the Closing Date and addressed to the addressees and to the effect set forth in Section 10(d) of the Authority Purchase Agreement;

(vi) The opinion of counsel to the Fiscal Agent, dated the Closing Date and addressed to the addressees and to the effect set forth in Section 10(g) of the Authority Purchase Agreement;

(vii) A certificate, dated the Closing Date, signed by a duly authorized official of the City, in form and substance satisfactory to the Authority and the Underwriter, to the effect that the representations and warranties of the City contained in this Purchase Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;

(viii) A certificate, dated the Closing Date, signed by a duly authorized official of the Fiscal Agent, satisfactory in form and substance to the Authority and the Underwriter, to the effect set forth in Section 10(n) of the Authority Purchase Agreement;

(ix) Two certified copies of the general resolution of the Fiscal Agent authorizing the execution and delivery of the Fiscal Agent Agreement by the Fiscal Agent;

(x) Copies of the statements with respect to the sale of the Bonds required to be delivered to the California Debt and Investment Advisory Committee pursuant to Sections 53583 and 8855 of the California Government Code;

(xi) Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing;

(xii) A tax certificate of the City, in form satisfactory to Bond Counsel, signed by an appropriate officer of the City; and

(xiii) Such additional legal opinions, certificates, proceedings, instruments, or evidences thereof and other documents as the Authority, the Underwriter or Bond Counsel may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the representations of the City herein and of the statements and information contained in the Official Statement, and the due performance or satisfaction by the Fiscal Agent and the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by any of them in connection with the transactions contemplated hereby and by the Legal Documents.

All of the opinions, letters, certificates, instruments, and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Authority, but the approval of the Authority shall not be unreasonably withheld. Receipt of, and payment for, the Bonds shall constitute evidence of the satisfactory nature of such as to the Authority. The performance of any and all obligations of the City hereunder and the performance of any and all conditions contained herein for the benefit of the Authority may be waived by the Authority in its sole discretion.

If the City shall be unable to satisfy the conditions to the obligations of the Authority to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Authority to purchase, accept delivery of, and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate, and neither the Authority nor the City shall be under further obligation hereunder, except that the respective obligations of the City and the Authority set forth in Section 6 hereof shall continue in full force and effect.

Section 6. **Expenses**. The Authority shall be under no obligation to pay, and the City shall pay (a) the cost of the preparation of the Bonds, (b) the fees and disbursements of Bond Counsel relating to the Bonds, (c) the fees and disbursements of accountants, advisers, and of any other experts or consultants retained in connection with the issuance of the Bonds, and (d) any other expenses incident to the issuance of the Bonds or the performance of the City's obligations hereunder.

Section 7. **Benefits; Survival**. This Purchase Agreement is made solely for the benefit of the City, the Authority, and the Underwriter, and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Purchase Agreement shall remain operative and in full force and effect regardless of (a) any investigations made by or on behalf of the Authority, or (b) delivery of and payment for the Bonds pursuant to this Purchase Agreement. The agreements contained in this Section shall survive any termination of this Purchase Agreement.

Section 8. **Counterparts**. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 9. **Governing Law**. The validity, interpretation, and performance of this Purchase Agreement shall be governed by the laws of the State.

IN WITNESS WHEREOF, the Authority and the City have each caused this Purchase Agreement to be executed by their duly authorized officers all as of the date first above written.

CITY OF OXNARD FINANCING AUTHORITY

By:________________________________
James Cameron, Controller

CITY OF OXNARD

By:________________________________
James Cameron, Chief Financial Officer

EXHIBIT A

Maturity Schedule for
City of Oxnard Assessment District No. 2001-1
(Rice Avenue/Highway 101 Interchange)
Limited Obligation Improvement Refunding Bonds, Series 2012

Maturity (September 2)	Principal Amount	Interest Rate
(maturity)		

Attachment No. 9
Page 10 of 10

LIBD/2547391.2

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of August 1, 2012 (this "Escrow Agreement"), by and between Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard (the "District"), acting through the City Council (the "City Council") of the City of Oxnard (the "City") as the legislative body, and Wells Fargo Bank, National Association ("Wells Fargo"), as Escrow Holder (the "Escrow Holder") hereunder, with respect to the refunding of the $9,140,000 outstanding principal amount of the $9,740,000 original principal amount of Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard 2002 Special Tax Bonds (the "Prior Bonds"), is entered into in accordance with Resolution No. ______ of the City Council, acting as the legislative body of the District, adopted on July 17, 2012 (the "Resolution"), and a Fiscal Agent Agreement dated as of August 1, 2012 (the "Fiscal Agent Agreement"), by and between the District and Wells Fargo, as fiscal agent, to refund the Prior Bonds.

WITNESSETH:

WHEREAS, the City has (i) heretofore taken proceedings under Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code, known as the "Mello Roos Community Facilities Act of 1982" (the "Mello-Roos Act"), (ii) levied special taxes upon the taxable real property within the District, (iii) executed and delivered an Indenture, dated as of December 1, 2002 (the "Prior Indenture"), by and between the District and Wells Fargo, as fiscal agent, which Prior Indenture set forth the terms of the Prior Bonds, and (iv) issued, pursuant to the Mello-Roos Act, the Prior Bonds on December 19, 2002, secured by special taxes levied in the District, for the purpose of providing funds for the acquisition and construction of improvements benefiting the property in the District; and

WHEREAS, the City has undertaken proceedings pursuant to the Mello-Roos Act to refund the Prior Bonds; and

WHEREAS, the Prior Indenture provides that the Prior Bonds may be defeased in accordance with Article IX thereof; and

WHEREAS, the District has determined it is beneficial to its taxpayers to refund all of those Prior Bonds currently outstanding in the principal amount of $9,140,000; and

WHEREAS, the District has determined that $__________ aggregate principal amount of Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard 2012 Special Tax Refunding Bonds (the "Bonds") shall be issued pursuant to the Fiscal Agent Agreement for, among other purposes, the purpose of providing a portion of the funds to pay, on September 1, 2012, the accrued interest on the Prior Bonds maturing on and after September 1, 2012, the principal amount of the Prior Bonds maturing on September 1, 2012, and the redemption price of 100% of the principal amount payable with respect to the Prior Bonds maturing after September 1, 2012; and

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

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

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

SECTION 2. Deposit of Moneys. Wells Fargo, in its capacity as fiscal agent under the Fiscal Agent Agreement, shall deposit with Escrow Holder $__________ by federal funds wire, representing a portion of the net proceeds of the sale of the Bonds, to be held in an irrevocable escrow by the Escrow Holder separate and apart from other funds of the District, the City, and the Escrow Holder, in a fund hereby created and established to be known as the "Escrow Fund" to be applied solely as provided in this Escrow Agreement. Wells Fargo, in its capacity as fiscal agent under the Prior Indenture, shall transfer or cause to be transferred the following funds for deposit in the Escrow Fund; (i) from the Reserve Fund established with respect to the Prior Bonds the amount of $__________ and (ii) from the Bond Payment Fund established with respect to the Prior Bonds the amount of $__________. In addition, the City shall transfer $__________ from the Special Tax Fund, which fund was established and maintained by the Treasurer of the City, acting for and on behalf of the District, to the Escrow Holder for deposit into the Escrow Fund. All moneys in the Escrow Fund, in the amount of $__________, will held uninvested as cash. Such moneys shall be at least an amount sufficient (a) to discharge the Prior Bonds and the Prior Indenture in accordance with its terms and (b) to pay, on September 1, 2012, the accrued interest on the Prior Bonds maturing on and after September 1, 2012, the principal amount of the Prior Bonds maturing on September 1, 2012, and the redemption price of 100% of the principal amount payable with respect to the Prior Bonds maturing after September 1, 2012.

SECTION 3. No Investment of Moneys. The Escrow Holder acknowledges receipt of the moneys described in Section 2 hereof and agrees that all amounts held in the Escrow Fund shall be held as cash.

SECTION 4. [RESERVED].

SECTION 5. [RESERVED].

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

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

SECTION 7. Payment of Prior Bonds.

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

(b) Irrevocable Instructions to Provide Notice. The District has previously instructed the Escrow Holder to mail to the owners of the Prior Bonds a Conditional Notice of Full Redemption in accordance with Section 4.3 of the Prior Indenture. The form of such Conditional Notice of Full Redemption is attached hereto as Exhibit A. The Escrow Holder has been further instructed to mail a copy of such Conditional Notice of Full Redemption to the Securities Depositories and to the Information Services, each as defined below.

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

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

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

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

(e) Termination of Obligation. As provided in the Prior Indenture, upon deposit with the Escrow Holder in the Escrow Fund of moneys in the amounts set forth in Section 2 hereof, all liability of the District with respect to such Prior Bonds shall cease, terminate and be completely discharged, and the owners thereof shall thereafter be entitled only to payment out of such money deposited with the Escrow Holder as aforesaid for their payment, subject however, to Section 7(c) hereof. The Escrow Holder acknowledges receipt of (i) an opinion of Goodwin Procter LLP, Bond Counsel to the District, addressed to the District and the Escrow Holder that the Prior Bonds have been discharged in accordance with the Prior Indenture and (ii) a report (a "Verification Report") prepared by an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions determining that the amounts deposited in the Escrow Account are sufficient to defease the Prior Bonds and discharge the Prior Indenture.

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

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

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

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

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

SECTION 13. Amendments. This Escrow Agreement is made for the benefit of the District and the owners from time to time of the Prior Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Holder, and the District; provided, however, that the District and the Escrow Holder may, without the consent of, or notice to, such owners, amend this Escrow Agreement or enter into such agreements supplemental to this Escrow Agreement as shall not adversely affect the rights of such owners or the exclusion from gross income of interest payable on the Prior Bonds for purposes of federal income taxation, and as shall not be inconsistent with the terms and provisions of this Escrow Agreement or the Prior Indenture, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Escrow Agreement; (ii) to grant to, or confer upon, the Escrow Holder for the benefit of the owners of the Prior Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Holder; and (iii) to include under this Escrow

Agreement additional funds, securities or properties. The Escrow Holder shall be entitled to rely conclusively upon an unqualified opinion of Bond Counsel, with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the Prior Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

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

SECTION 15. Notices. In the event that this agreement or any provision thereof is severed, amended or revoked, the District shall provide written notice of such severance, amendment or revocation to Standard & Poor's Ratings Service, 55 Water Street, 38th Floor New York, NY 10041 Attention: Public Finance Surveillance Group. Any notice to or demand upon the Escrow Holder may be served or presented, and such demand may be made to Wells Fargo Bank, National Association, 707 Wilshire Blvd., 17th Floor, Los Angeles, CA, 90017, Attention: Corporate Trust Services, Ref: City of Oxnard. Any notice to or demand upon the District shall be deemed to have been sufficiently given or served for all purposes by being mailed by registered or certified mail, and deposited, postage prepaid, in a post office letter box, addressed to the District c/o the City of Oxnard, 300 West Third Street, Oxnard, CA, 93030, Attention: Chief Financial Officer (or such other address as may have been filed in writing by the District with the Escrow Holder).

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

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

WELLS FARGO BANK NATIONAL ASSOCIATION, as Escrow Holder

By: ______________________________
Its: Authorized Officer

COMMUNITY FACILITIES DISTRICT NO. 1 (WESTPORT AT MANDALAY BAY) OF THE CITY OF OXNARD

By: ______________________________
James Cameron,
Chief Financial Officer of
the City of Oxnard

SCHEDULE A

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

SOURCES OF FUNDS TO BE RECEIVED FOR DEPOSIT IN THE ESCROW FUND	
Bond proceeds	$ ________
Special Tax Fund held by City	
Bond Payment Fund of Prior Indenture	
Reserve Fund of Prior Indenture	________
TOTAL SOURCES	
USES OF FUNDS DEPOSITED IN ESCROW FUND	
Cash to be held in Escrow Fund	________
TOTAL USES	

Exhibit A

CONDITIONAL NOTICE OF FULL REDEMPTION

TO THE HOLDERS OF COMMUNITY FACILITIES DISTRICT NO. 1 (WESTPORT AT MANDALAY BAY) OF THE CITY OF OXNARD 2002 SPECIAL TAX BONDS

CONDITIONAL NOTICE is hereby given on behalf of Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard (the "**District**") that, pursuant to Section 4.1(a) of the Indenture dated as of December 1, 2002 (the "**Indenture**"), by and between the District and Wells Fargo Bank, National Association, as fiscal agent (the "**Fiscal Agent**"), the above-referenced bonds (the "**Bonds**"), originally issued on December 19, 2002, in the aggregate principal amount of $9,045,000 as listed below are being called for redemption on September 1, 2012 (the "**Redemption Date**"), at the redemption price of 100% (expressed as a percentage of the principal amount of Bonds called for redemption) (the "**Redemption Price**") plus accrued interest to the Redemption Date. On and after September 1, 2012, interest shall cease to accrue on the Bonds.

Maturity Date (September 1)	Interest Rate	Redemption Price	Principal Amount Called	CUSIP No.
September 1,2013	5.250%	100%	$115,000	691901AU6
September 1,2014	5.250%	100%	$135,000	691901AV4
September 1,2015	5.400%	100%	$155,000	691901AW2
September 1,2016	5.500%	100%	$175,000	691901AX0
September 1,2017	5.700%	100%	$200,000	691901AY8
September 1,2018	5.750%	100%	$225,000	691901AZ5
September 1,2019	5.750%	100%	$250,000	691901BA9
September 1,2020	5.900%	100%	$280,000	691901BB7
September 1,2021	5.900%	100%	$315,000	691901BC5
September 1,2022	6.000%	100%	$350,000	691901BD3
September 1,2023	6.000%	100%	$380,000	691901BE1
September 1,2027	6.000%	100%	$1,945,000	691901BF8
September 1,2033	6.000%	100%	$4,520,000	691901BG6

This Conditional Notice will be withdrawn if the District fails to issue its Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard 2012 Special Tax Refunding Bonds, on or before the Redemption Date. If this Conditional Notice is withdrawn by the District, this Conditional Notice shall be of no force or effect, and none of the Bonds shall be redeemed on the Redemption Date.

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

By Registered or Certified Mail:
Wells Fargo Bank Minnesota, N.A.
Attn: Corporate Trust Operations
P.O. Box 1517
Minneapolis, MN 55480-1517

If in person, by hand:
Wells Fargo Bank Minnesota, N.A.
Northstar East Building
608 Second Avenue South
12th Floor-Corporate Trust Services
Minneapolis, MN

By Air Courier:
Wells Fargo Bank Minnesota, N.A.
Attn: Investor & Payment Services
MAC Code: N9303-121
Sixth and Marquette
Minneapolis, MN 55479

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

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

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

Withholding of 30% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2001, unless the Trustee has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your securities.

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

Dated: July __,2012
Loan Key: _________

Wells Fargo Bank, National Association
as Fiscal Agent

LOCAL AGENCY
BOND PURCHASE AGREEMENT

by and between

CITY OF OXNARD FINANCING AUTHORITY

and

COMMUNITY FACILITIES DISTRICT NO. 1
(WESTPORT AT MANDALAY BAY)
OF THE CITY OF OXNARD

acting through the

CITY COUNCIL OF THE
CITY OF OXNARD,

as the legislative body

Dated [BPA DATE], 2012

Relating to
$[PRINCIPAL AMOUNT]
Community Facilities District No. 1
(Westport at Mandalay Bay)
of the City of Oxnard
2012 Special Tax Refunding Bonds

LOCAL AGENCY BOND PURCHASE AGREEMENT

THIS LOCAL AGENCY BOND PURCHASE AGREEMENT (this "Purchase Agreement"), dated [BPA DATE], 2012, is by and between CITY OF OXNARD FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the "Authority"), and COMMUNITY FACILITIES DISTRICT NO. 1 (WESTPORT AT MANDALAY BAY) OF THE CITY OF OXNARD (the "District"), acting through the City Council (the "City Council") of the City of Oxnard (the "City"), as the legislative body.

WITNESSETH:

WHEREAS, the Authority is a joint exercise of powers authority duly organized and existing under the provisions of the Joint Exercise of Powers Act (the "Joint Powers Act"), and is authorized pursuant to Article 4 of the Joint Powers Act to borrow money for the purpose of financing the acquisition of bonds, notes, and other obligations to provide financing or refinancing for public capital improvements of local agencies within the State of California (the "State"); and

WHEREAS, in order to finance certain public capital improvements, $9,740,000 in original principal amount of Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard 2002 Special Tax Bonds (the "Prior Bonds") were previously issued, of which $9,140,000 in principal amount is presently outstanding; and

WHEREAS, the Prior Bonds were issued pursuant to an Indenture, dated as of December 1, 2002, by and between the District and Wells Fargo Bank, National Association, as fiscal agent; and

WHEREAS, the District is authorized under the Mello-Roos Community Facilities Act of 1982, Section 53311 et seq. of the California Government Code, to issue bonds secured by special taxes levied and collected against real property within the District in order to refund the Prior Bonds; and

WHEREAS, the District desires to refund and redeem the Prior Bonds; and

WHEREAS, in order to provide a portion of the moneys required to refund and redeem the Prior Bonds, the City has authorized the issuance, pursuant to a Fiscal Agent Agreement, dated as of August 1, 2012 (the "Fiscal Agent Agreement"), by and between the District, acting through the City Council of the City as the legislative body, and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent"), of Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard 2012 Special Tax Refunding Bonds (the "Bonds"), in the aggregate principal amount of not to exceed $[PRINCIPAL AMOUNT]; and

WHEREAS, the Authority desires to assist the District in refinancing the public capital improvements financed with the Prior Bonds by purchasing the Bonds from the District; and

WHEREAS, in order to provide the funds necessary to purchase the Bonds from the District, the Authority has authorized the issuance, pursuant to an Indenture of Trust, dated as of

August 1, 2012 (the "Indenture"), by and between the Authority and Wells Fargo Bank, National Association, as trustee (the "Trustee"), of each of the City of Oxnard Financing Authority Local Obligation Revenue Bonds (2012 Special District Bond Refinancings), Series A Senior Lien Bonds (the "Series A Authority Bonds") in the aggregate principal amount of not to exceed $_________ and the City of Oxnard Financing Authority Local Obligation Revenue Bonds (2012 Special District Bond Refinancings), Series B Subordinate Lien Bonds (the "Series B Authority Bonds" and, together with the Series A Authority Bonds, the "Authority Bonds"), in the aggregate principal amount of not to exceed $_________; and

WHEREAS, the Authority Bonds are being purchased from the Authority pursuant to a Bond Purchase Agreement, dated [BPA DATE], 2012 (the "Authority Purchase Agreement"), by and among the Authority, the City, the District, City of Oxnard Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange), and Stifel, Nicolaus & Company, Incorporated, dba Stone & Youngberg, a Division of Stifel Nicolaus (the "Underwriter"); and

WHEREAS, the Authority and the District desire to enter into this Purchase Agreement providing for the sale of the Bonds by the District to the Authority and containing the other agreements herein set forth.

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

Section 1. **Definitions.** Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Fiscal Agent Agreement.

Section 2. **Redemption of Prior Bonds.** The Authority and the District hereby agree that the District shall redeem the Prior Bonds pursuant to the Escrow Agreement.

Section 3. **Purchase and Sale of Bonds.** (a) Upon the terms and conditions and upon the basis of the representations, warranties, and agreements hereinafter set forth, the District hereby agrees to sell to the Authority, and the Authority hereby agrees to purchase from the District, all (but not less than all) of the $[PRINCIPAL AMOUNT] aggregate principal amount of the Bonds. The Bonds shall have the maturities and shall bear interest as set forth in Exhibit A hereto.

(b) The Bonds and interest thereon shall be payable from special taxes levied and collected in accordance with the Fiscal Agent Agreement and the proceedings relating thereto. The Bonds shall be substantially in the form described in, and shall be executed, delivered, and secured under and pursuant to, and shall be payable and subject to redemption as provided in, the Fiscal Agent Agreement. The proceeds of the Bonds will be used by the District to (A) fund the Escrow Fund created pursuant to the Escrow Agreement that will be used to pay, on September 1, 2012, the accrued interest on the Prior Bonds maturing on and after September 1, 2012, the principal amount of the Prior Bonds maturing on September 1, 2012, and the redemption price of 100% of the principal amount payable with respect to the Prior Bonds maturing after September 1, 2012, and (B) pay costs of issuance relating to the Bonds. The Fiscal Agent Agreement, the Escrow Agreement, the Authority Purchase Agreement, and this Purchase Agreement are together referred to as the "Legal Documents."

(c) The District hereby ratifies, confirms, and approves the Preliminary Official Statement of the Authority, dated __________, 2012, relating to the Authority Bonds, which contains certain information about the District, the Fiscal Agent Agreement, and the Bonds (which, together with the cover page and all appendices thereto, is referred to herein as the "Preliminary Official Statement"), which Preliminary Official Statement the District deemed final and so certified as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12"), except for information permitted to be omitted therefrom by Rule 15c2-12. The District hereby agrees to assist the Authority in the preparation of a final official statement (the "Official Statement"), consisting of the Preliminary Official Statement, with such changes as may be made thereto with the approval of the Authority, the District, and the Underwriter, so that the Authority may deliver or cause to be delivered to the Underwriter, no later than seven business days after the date the Underwriter agrees to purchase the Authority Bonds, copies of the Official Statement in such reasonable quantity as the Underwriter shall request. The District hereby approves of the use and distribution by the Underwriter of the Official Statement in connection with the offer and sale of the Authority Bonds.

(d) The aggregate purchase price for the Bonds shall be $__________ (being the aggregate principal amount of the Bonds of $[PRINCIPAL AMOUNT].00, less a purchaser's discount of $__________, plus one-day's accrued interest on the Bonds of $__________), which shall be payable solely from proceeds of sale of the Authority Bonds. The purchase price for the Bonds shall be paid by the Authority by (i) transferring, or causing to be transferred, to the Escrow Holder for deposit in the Escrow Fund created pursuant to the Escrow Agreement, in immediately available funds, the amount of $__________, (ii) transferring, or causing to be transferred, to the Trustee for deposit in the Senior Interest Account of the Revenue Fund created pursuant to the Indenture, in immediately available funds, the amount of $__________ [PORTION OF ACCRUED INTEREST], and (iii) transferring, or causing to be transferred, to the Trustee for deposit in the Subordinate Interest Account of the Revenue Fund created pursuant to the Indenture, in immediately available funds, the amount of $__________ [REMAINING PORTION OF ACCRUED INTEREST].

(e) At 8:00 a.m., California time, on August __, 2012, or at such other time or on such other date as the Authority, the District, and the Underwriter may mutually agree upon (the "Closing Date"), at the offices of Goodwin Procter LLP ("Bond Counsel"), in Los Angeles, California, the District will deliver or cause to be delivered to the Authority, the Bonds in the form of a single fully registered certificate per maturity (which may be typewritten), registered in the name of the Trustee, as assignee of the Authority, duly executed and authenticated, and the other documents mentioned herein. The Authority will accept such delivery and pay the purchase price of the Bonds as provided in subparagraph (d) above (such delivery and payment being herein referred to as the "Closing").

Section 4. **<u>Representations and Warranties of the District</u>**. The District hereby makes to the Authority the representations and warranties made by the District to the Underwriter in Section 6 of the Authority Purchase Agreement, to the same extent as if such representations and warranties were set forth in full herein.

Section 5. **<u>Conditions to the Obligations of the Authority</u>**. The Authority has entered into this Purchase Agreement in reliance upon the representations, warranties, and agreements of the District contained herein and to be contained in the documents and instruments to be delivered on the Closing Date, and upon the performance by the District of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Authority's obligations under this Purchase Agreement to purchase, to accept delivery of, and to pay for the Bonds shall be subject to the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing Date, and shall also be subject to the following conditions:

(a) The representations and warranties of the District contained herein shall be true, complete, and correct on the date hereof and on and as of the Closing Date, as if made on the Closing Date;

(b) On the Closing Date, the Legal Documents shall be in full force and effect and shall not have been amended, modified, or supplemented, and the Official Statement shall not have been amended, modified, or supplemented, except in either case as may have been agreed to by both the Authority and the Underwriter;

(c) As of the Closing Date, all official action of the District relating to the Bonds and the refunding of the Prior Bonds shall be in full force and effect, and there shall have been taken all such actions as, in the opinion of Bond Counsel, shall be necessary or appropriate in connection therewith, with the issuance of the Authority Bonds and the Bonds, and with the transactions contemplated by the Legal Documents, all as described in the Official Statement;

(d) Between the date hereof and the Closing Date, the market price or marketability, at the initial offering price or prices of the Authority Bonds set forth in the Official Statement shall not have been materially adversely affected, in the reasonable judgment of the Underwriter, by reason of any of the following:

(i) an amendment to the Constitution of the United States or the constitution of the State shall have been past or legislation enacted (or resolution passed) by or introduced or pending legislation amended in the Congress or recommended for passage by the President of the United States, the Speaker of the House of Representatives, the President Pro Tempore of the Senate, the Chairman or ranking minority member of the Committee of Ways and Means of the House of Representatives or the Chairman or ranking minority member of the Committee on Finance of the Senate, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed), or press release issued or made (A) by or on behalf of the Treasury Department of the United States or the Internal Revenue Service, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon such interest as would be received by the owners of the Authority Bonds, (B) by or on behalf of the State or the California Franchise Tax Board, with the purpose or effect, directly or indirectly, of imposing California personal income taxation upon such interest as would be received by the owners of the Authority Bonds, or (C) by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or by or on behalf of the State or the California Franchise Tax Board, with the purpose or effect, directly or indirectly, of changing the federal or State income tax rates, respectively;

(ii) the declaration of war or engagement in major military hostilities by the United States or the occurrences of any other national emergency or calamity relating to the effective operation of the government of the United States;

(iii) the declaration of a general banking moratorium by federal, New York, or California authorities, or the general suspension of trading on any national securities exchange;

(iv) the imposition by the New York Stock Exchange or other national securities exchange or any governmental authority, of any material restrictions not now in force with respect to the Authority Bonds or obligations of the general character of the Authority Bonds, or the material increase of any such restrictions now in force;

(v) an amendment to the Constitution of the United States or the constitution of the State shall have been past or legislation enacted (or resolution passed) by or introduced or pending legislation amended in the Congress or recommended for passage by the President of the United States, or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed) or press release issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Authority Bonds, or the Authority Bonds, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement or the Indenture is not exempt from qualification under the Trust Indenture Act of 1939, as amended, or that the execution, offering, or sale of obligations of the general character of the Authority Bonds, or of the Authority Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement, otherwise is or would be in violation of the federal securities laws as amended and then in effect;

(vi) the withdrawal or downgrading of any rating of the Authority Bonds by a national rating agency; and

(vii) any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) On the Closing Date, the Authority Bonds shall have been issued and delivered to the Underwriter and all of the conditions to closing contained in the Authority Purchase Agreement shall have either been satisfied or waived.

(f) At or prior to the Closing Date, the Authority and the Underwriter shall have received the following documents, in each case satisfactory in form and substance to the Authority and the Underwriter:

(i) Two copies of the Legal Documents, each duly executed and delivered by the respective parties thereto, with only such amendments, modifications, or supplements as may have been agreed to in writing by the Authority and the Underwriter;

(ii) The approving opinion, dated the Closing Date and addressed to the District, of Bond Counsel to the effect that the Bonds are valid and binding limited obligations of the District, subject to bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought, and a letter of such counsel, dated the Closing Date and addressed to the Authority, the Fiscal Agent, [the Series A Bond Insurer (as defined in the Authority Purchase Agreement),] and the Underwriter to the effect that such opinion may be relied upon by each of the Authority, the Fiscal Agent, [the Series A Bond Insurer,] and the Underwriter to the same extent as if such opinion were addressed to it;

(iii) A supplemental opinion of Bond Counsel addressed to the Underwriter and dated the Closing Date to the effect that the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939;

(iv) A defeasance opinion of Bond Counsel with respect to the Prior Bonds;

(v) A verification report from Causey, Demgen & Moore, Inc., to the effect set forth in Section 10(s) of the Authority Purchase Agreement;

(vi) Copies of the Resolution adopted by the City Council of the City, as the legislative body of the District, authorizing the issuance of the Bonds, certified by the City Clerk of the City;

(vii) The opinion of the City Attorney of the City, counsel to the District, dated the Closing Date and addressed to the addressees and to the effect set forth in Section 10(e) of the Authority Purchase Agreement;

(viii) The opinion of counsel to the Fiscal Agent, dated the Closing Date and addressed to the addressees and to the effect set forth in Section 10(g) of the Authority Purchase Agreement;

(ix) A certificate, dated the Closing Date, signed by a duly authorized official of the District, in form and substance satisfactory to the Authority and the Underwriter, to the effect that the representations and warranties of the District contained in this Purchase Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;

(x) A certificate, dated the Closing Date, signed by a duly authorized official of the Fiscal Agent, satisfactory in form and substance to the Authority and the Underwriter, to the effect set forth in Section 10(o) of the Authority Purchase Agreement;

(xi) Two certified copies of the general resolution of the Fiscal Agent authorizing the execution and delivery of the Fiscal Agent Agreement by the Fiscal Agent;

(xii) Copies of the statements with respect to the sale of the Bonds required to be delivered to the California Debt and Investment Advisory Committee pursuant to Sections 53583 and 8855 of the California Government Code;

(xiii) Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing;

(xiv) A tax certificate of the District, in form satisfactory to Bond Counsel, signed by an appropriate officer of the District; and

(xv) Such additional legal opinions, certificates, proceedings, instruments, or evidences thereof and other documents as the Authority, the Underwriter, or Bond Counsel may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the representations of the District herein and of the statements and information contained in the Official Statement, and the due performance or satisfaction by the Fiscal Agent and the District at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by any of them in connection with the transactions contemplated hereby and by the Legal Documents.

All of the opinions, letters, certificates, instruments, and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Authority, but the approval of the Authority shall not be unreasonably withheld. Receipt of, and payment for, the Bonds shall constitute evidence of the satisfactory nature of such as to the Authority. The performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Authority may be waived by the Authority in its sole discretion.

If the District shall be unable to satisfy the conditions to the obligations of the Authority to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Authority to purchase, accept delivery of, and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate, and neither the Authority nor the District shall be under further obligation hereunder, except that the respective obligations of the District and the Authority set forth in Section 6 hereof shall continue in full force and effect.

Section 6. **Expenses**. The Authority shall be under no obligation to pay, and the District shall pay (a) the cost of the preparation of the Bonds, (b) the fees and disbursements of Bond Counsel relating to the Bonds, (c) the fees and disbursements of accountants, advisers, and of any other experts or consultants retained in connection with the issuance of the Bonds, and (d) any other expenses incident to the issuance of the Bonds or the performance of the District's obligations hereunder.

Section 7. **Benefits; Survival**. This Purchase Agreement is made solely for the benefit of the District, the Authority, and the Underwriter, and no other person shall acquire or have any right hereunder or by virtue hereof. All of the District's representations, warranties, and agreements contained in this Purchase Agreement shall remain operative and in full force and effect regardless of (a) any investigations made by or on behalf of the Authority, or (b) delivery of and payment for the Bonds pursuant to this Purchase Agreement. The agreements contained in this Section shall survive any termination of this Purchase Agreement.

Section 8. **Counterparts**. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 9. **Governing Law**. The validity, interpretation, and performance of this Purchase Agreement shall be governed by the laws of the State.

IN WITNESS WHEREOF, the Authority and the District have each caused this Purchase Agreement to be executed by their duly authorized officers all as of the date first above written.

CITY OF OXNARD FINANCING AUTHORITY

By:______________________________
James Cameron, Controller

COMMUNITY FACILITIES DISTRICT NO. 1 (WESTPORT AT MANDALAY BAY) OF THE CITY OF OXNARD

By:______________________________
James Cameron, Chief Financial Officer

EXHIBIT A

**Maturity Schedule for
Community Facilities District No. 1
(Westport at Mandalay Bay)
of the City of Oxnard
2012 Special Tax Refunding Bonds**

Maturity (September 1)	Principal Amount	Interest Rate
(maturity)		

Attachment No. 12
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LIBD/2548287.2

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of August 1, 2012 (this "Escrow Agreement"), by and between City of Oxnard Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) (the "District"), acting through the City Council (the "City Council") of the City of Oxnard (the "City") as the legislative body, and Wells Fargo Bank, National Association ("Wells Fargo"), as Escrow Holder (the "Escrow Holder") hereunder, with respect to the refunding of the $8,335,000 outstanding principal amount of the $10,490,000 original principal amount of City of Oxnard Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) Special Tax Bonds, Series 2003 (the "Prior Bonds"), is entered into in accordance with Resolution No. ______ of the City Council, acting as the legislative body of the District, adopted on July 10, 2012 (the "Resolution"), and a Fiscal Agent Agreement dated as of August 1, 2012 (the "Fiscal Agent Agreement"), by and between the District and Wells Fargo, as fiscal agent, to refund the Prior Bonds.

WITNESSETH:

WHEREAS, the City has (i) heretofore taken proceedings under Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code, known as the "Mello Roos Community Facilities Act of 1982" (the "Mello-Roos Act"), (ii) levied special taxes upon the taxable real property within the District, (iii) executed and delivered a Bond Indenture, dated as of January 1, 2003 (the "Prior Indenture"), by and between the District and Wells Fargo, as fiscal agent, which Prior Indenture set forth the terms of the Prior Bonds, and (iv) issued, pursuant to the Mello-Roos Act, the Prior Bonds on February 6, 2003, secured by special taxes levied in the District, for the purpose of providing funds for the acquisition and construction of improvements benefiting the property in the District; and

WHEREAS, the City has undertaken proceedings pursuant to the Mello-Roos Act to refund the Prior Bonds; and

WHEREAS, the Prior Indenture provides that the Prior Bonds may be defeased in accordance with Section 6.06 thereof; and

WHEREAS, the District has determined it is beneficial to its taxpayers to refund all of those Prior Bonds currently outstanding in the principal amount of $8,335,000; and

WHEREAS, the District has determined that $__________ aggregate principal amount of City of Oxnard Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) Special Tax Refunding Bonds, Series 2012 (the "Bonds"), shall be issued pursuant to the Fiscal Agent Agreement for, among other purposes, the purpose of providing a portion of the funds to pay, on September 1, 2012, the accrued interest on the Prior Bonds maturing on and after September 1, 2012, the principal amount of the Prior Bonds maturing on September 1, 2012, and the redemption price of 101% of the principal amount payable with respect to the Prior Bonds maturing after September 1, 2012; and

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

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

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

SECTION 2. Deposit of Moneys. Wells Fargo, in its capacity as fiscal agent under the Fiscal Agent Agreement, shall deposit with Escrow Holder $__________ by federal funds wire, representing a portion of the net proceeds of the sale of the Bonds, to be held in an irrevocable escrow by the Escrow Holder separate and apart from other funds of the District, the City, and the Escrow Holder, in a fund hereby created and established to be known as the "Escrow Fund" to be applied solely as provided in this Escrow Agreement. Wells Fargo, in its capacity as fiscal agent under the Prior Indenture, shall transfer or cause to be transferred the following funds for deposit in the Escrow Fund; **[CONFIRM FUNDS:]** [(i) from the Reserve Fund established with respect to the Prior Bonds the amount of $__________, (ii) from the Bond Service Fund established with respect to the Prior Bonds the amount of $__________, (iii) from the Redemption Fund established with respect to the Prior Bonds the amount of $__________, and (iv) from the Construction Fund established with respect to the Prior Bonds the amount of $__________.] In addition, the City shall transfer $__________ from the Special Tax Fund, which fund was established and maintained by the Treasurer of the City, acting for and on behalf of the District, to the Escrow Holder for deposit into the Escrow Fund. All moneys in the Escrow Fund, in the amount of $__________, will held uninvested as cash. Such moneys shall be at least an amount sufficient (a) to discharge the Prior Bonds and the Prior Indenture in accordance with its terms and (b) to pay, on September 1, 2012, the accrued interest on the Prior Bonds maturing on and after September 1, 2012, the principal amount of the Prior Bonds maturing on September 1, 2012, and the redemption price of 101% of the principal amount payable with respect to the Prior Bonds maturing after September 1, 2012.

SECTION 3. No Investment of Moneys. The Escrow Holder acknowledges receipt of the moneys described in Section 2 hereof and agrees that all amounts held in the Escrow Fund shall be held as cash.

SECTION 4. [RESERVED].

SECTION 5. [RESERVED].

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

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

SECTION 7. Payment of Prior Bonds.

(a) Payment. From the moneys on deposit in the Escrow Fund, the Escrow Holder shall apply the amounts on deposit in the Escrow Fund to pay, on September 1, 2012, the accrued interest on the Prior Bonds maturing on and after September 1, 2012, the principal amount of the Prior Bonds maturing on September 1, 2012, and the redemption price of 101% of the principal amount payable with respect to the Prior Bonds maturing after September 1, 2012. THE DISTRICT IRREVOCABLY WAIVES ITS RIGHTS TO REDEEM THE PRIOR BONDS ON ANY OTHER DATE. Any moneys remaining in the Escrow Fund after payment in full of the principal of, unpaid interest on, and premium, if any, on the Prior Bonds shall be repaid by the Escrow Holder to the District.

(b) Irrevocable Instructions to Provide Notice. The District has previously instructed the Escrow Holder to mail to the owners of the Prior Bonds a Conditional Notice of Full Redemption in accordance with Section 4.01A of the Prior Indenture. The form of such Conditional Notice of Full Redemption is attached hereto as Exhibit A. The Escrow Holder has been further instructed to mail a copy of such Conditional Notice of Full Redemption to the Securities Depositories and to the Information Services, each as defined below.

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

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

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

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

(e) Termination of Obligation. As provided in the Prior Indenture, upon deposit with the Escrow Holder in the Escrow Fund of moneys in the amounts set forth in Section 2 hereof, all liability of the District with respect to such Prior Bonds shall cease, terminate and be completely discharged, and the owners thereof shall thereafter be entitled only to payment out of such money deposited with the Escrow Holder as aforesaid for their payment, subject however, to Section 7(c) hereof. The Escrow Holder acknowledges receipt of (i) an opinion of Goodwin Procter LLP, Bond Counsel to the District, addressed to the District and the Escrow Holder that the Prior Bonds have been discharged in accordance with the Prior Indenture and (ii) a report (a "Verification Report") prepared by an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions determining that the amounts deposited in the Escrow Account are sufficient to defease the Prior Bonds and discharge the Prior Indenture.

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

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

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

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

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

SECTION 13. Amendments. This Escrow Agreement is made for the benefit of the District and the owners from time to time of the Prior Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Holder, and the District; provided, however, that the District and the Escrow Holder may, without the consent of, or notice to, such owners, amend this Escrow Agreement or enter into such agreements supplemental to this Escrow Agreement as shall not adversely affect the rights of such owners or the exclusion from gross income of interest payable on the Prior Bonds for purposes of federal income taxation, and as shall not be inconsistent with the terms and provisions of this Escrow Agreement or the Prior Indenture, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Escrow Agreement; (ii) to grant to, or confer upon, the Escrow Holder for the benefit of the owners of the Prior Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Holder; and (iii) to include under this Escrow Agreement additional funds, securities or properties. The Escrow Holder shall be entitled to rely conclusively upon an unqualified opinion of Bond Counsel, with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the Prior Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

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

SECTION 15. Notices. In the event that this agreement or any provision thereof is severed, amended or revoked, the District shall provide written notice of such severance, amendment or revocation to Standard & Poor's Ratings Service, 55 Water Street, 38th Floor New York, NY 10041 Attention: Public Finance Surveillance Group. Any notice to or demand upon the Escrow Holder may be served or presented, and such demand may be made to Wells Fargo Bank, National Association, 707 Wilshire Blvd., 17th Floor, Los Angeles, CA, 90017, Attention: Corporate Trust Services, Ref: City of Oxnard. Any notice to or demand upon the District shall be deemed to have been sufficiently given or served for all purposes by being mailed by registered or certified mail, and deposited, postage prepaid, in a post office letter box, addressed to the District c/o the City of Oxnard, 300 West Third Street, Oxnard, CA, 93030, Attention: Chief Financial Officer (or such other address as may have been filed in writing by the District with the Escrow Holder).

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

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

WELLS FARGO BANK NATIONAL ASSOCIATION, as Escrow Holder

By: ______________________________
Its: Authorized Officer

CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. 2000-3 (OXNARD BOULEVARD/HIGHWAY 101 INTERCHANGE)

By: ______________________________
James Cameron,
Chief Financial Officer of
the City of Oxnard

SCHEDULE A

On the date of issuance of the Bonds, Wells Fargo Bank, National Association, as Escrow Holder, shall receive and deposit the moneys referred to in Section 2 of the Escrow Agreement as follows: [**CONFIRM TRANSFERS UNDER PRIOR INDENTURE:**]

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

Bond proceeds	$ ________
Special Tax Fund held by City	
Bond Service Fund of Prior Indenture	
Redemption Fund of Prior Indenture	
Construction Fund of Prior Indenture	
Reserve Fund of Prior Indenture	________
TOTAL SOURCES	

USES OF FUNDS DEPOSITED IN ESCROW FUND

Cash to be held in Escrow Fund	________
TOTAL USES	

Exhibit A

CONDITIONAL NOTICE OF FULL REDEMPTION

TO THE HOLDERS OF CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. 2000-3 (OXNARD BOULEVARD/HIGHWAY 101 INTERCHANGE) SPECIAL TAX BONDS, SERIES 2003

CONDITIONAL NOTICE is hereby given on behalf of City of Oxnard Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) (the "**District**") that, pursuant to Section 4.03A of the Bond Indenture dated as of January 1, 2003 (the "**Indenture**"), by and between the District and Wells Fargo Bank, National Association, as fiscal agent (the "**Fiscal Agent**"), the above-referenced bonds (the "**Bonds**"), originally issued on February 6, 2003, in the aggregate principal amount of $8,115,000 as listed below are being called for redemption on September 1, 2012 (the "**Redemption Date**"), at the redemption price of 101% (expressed as a percentage of the principal amount of Bonds called for redemption) (the "**Redemption Price**") plus accrued interest to the Redemption Date. On and after September 1, 2012, interest shall cease to accrue on the Bonds.

Maturity Date (September 1)	Interest Rate	Redemption Price	Principal Amount Called	CUSIP No.
September 1,2013	5.000%	101%	$235,000	691901BT8
September 1,2014	5.000%	101%	$245,000	691901BU5
September 1,2015	5.125%	101%	$255,000	691901BV3
September 1,2016	5.300%	101%	$270,000	691901BW1
September 1,2017	5.500%	101%	$285,000	691901BX9
September 1,2018	5.500%	101%	$300,000	691901BY7
September 1,2019	5.600%	101%	$315,000	691901BZ4
September 1,2020	5.700%	101%	$335,000	691901CA8
September 1,2021	5.700%	101%	$350,000	691901CB6
September 1,2022	5.750%	101%	$370,000	691901CC4
September 1,2023	5.750%	101%	$395,000	691901CD2
September 1,2024	5.800%	101%	$415,000	691901CE0
September 1,2027	5.800%	101%	$1,400,000	691901CF7
September 1,2032	6.000%	101%	$2,945,000	691901CG5

This Conditional Notice will be withdrawn if the District fails to issue its City of Oxnard Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) Special Tax Refunding Bonds, Series 2012, on or before the Redemption Date. If this Conditional Notice is withdrawn by the District, this Conditional Notice shall be of no force or effect, and none of the Bonds shall be redeemed on the Redemption Date.

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

By Registered or Certified Mail:
Wells Fargo Bank Minnesota, N.A.
Attn: Corporate Trust Operations
P.O. Box 1517
Minneapolis, MN 55480-1517

If in person, by hand:
Wells Fargo Bank Minnesota, N.A.
Northstar East Building
608 Second Avenue South
12th Floor-Corporate Trust Services
Minneapolis, MN

By Air Courier:
Wells Fargo Bank Minnesota, N.A.
Attn: Investor & Payment Services
MAC Code: N9303-121
Sixth and Marquette
Minneapolis, MN 55479

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

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

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

Withholding of 30% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2001, unless the Trustee has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your securities.

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

Dated: July __,2012
Loan Key: _________

Wells Fargo Bank, National Association
as Fiscal Agent

LOCAL AGENCY
BOND PURCHASE AGREEMENT

by and between

CITY OF OXNARD FINANCING AUTHORITY

and

CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 2000-3
(OXNARD BOULEVARD/HIGHWAY 101 INTERCHANGE)

acting through the

CITY COUNCIL OF THE
CITY OF OXNARD,

as the legislative body

Dated [BPA DATE], 2012

Relating to
$[PRINCIPAL AMOUNT]
City of Oxnard
Community Facilities District No. 2000-3
(Oxnard Boulevard/Highway 101 Interchange)
Special Tax Refunding Bonds, Series 2012

LOCAL AGENCY BOND PURCHASE AGREEMENT

THIS LOCAL AGENCY BOND PURCHASE AGREEMENT (this "Purchase Agreement"), dated [BPA DATE], 2012, is by and between CITY OF OXNARD FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the "Authority"), and CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. 2000-3 (OXNARD BOULEVARD/HIGHWAY 101 INTERCHANGE) (the "District"), acting through the City Council (the "City Council") of the City of Oxnard (the "City"), as the legislative body.

WITNESSETH:

WHEREAS, the Authority is a joint exercise of powers authority duly organized and existing under the provisions of the Joint Exercise of Powers Act (the "Joint Powers Act"), and is authorized pursuant to Article 4 of the Joint Powers Act to borrow money for the purpose of financing the acquisition of bonds, notes, and other obligations to provide financing or refinancing for public capital improvements of local agencies within the State of California (the "State"); and

WHEREAS, in order to finance certain public capital improvements, $10,490,000 in original principal amount of City of Oxnard Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) Special Tax Bonds, Series 2003 (the "Prior Bonds") were previously issued, of which $8,335,000 in principal amount is presently outstanding; and

WHEREAS, the Prior Bonds were issued pursuant to a Bond Indenture, dated as of January 1, 2003, by and between the District and Wells Fargo Bank, National Association, as fiscal agent; and

WHEREAS, the District is authorized under the Mello-Roos Community Facilities Act of 1982, Section 53311 et seq. of the California Government Code, to issue bonds secured by special taxes levied and collected against real property within the District in order to refund the Prior Bonds; and

WHEREAS, the District desires to refund and redeem the Prior Bonds; and

WHEREAS, in order to provide a portion of the moneys required to refund and redeem the Prior Bonds, the City has authorized the issuance, pursuant to a Fiscal Agent Agreement, dated as of August 1, 2012 (the "Fiscal Agent Agreement"), by and between the District, acting through the City Council of the City as the legislative body, and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent"), of City of Oxnard Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) Special Tax Refunding Bonds, Series 2012 (the "Bonds"), in the aggregate principal amount of not to exceed $[PRINCIPAL AMOUNT]; and

WHEREAS, the Authority desires to assist the District in refinancing the public capital improvements financed with the Prior Bonds by purchasing the Bonds from the District; and

WHEREAS, in order to provide the funds necessary to purchase the Bonds from the District, the Authority has authorized the issuance, pursuant to an Indenture of Trust, dated as of August 1, 2012 (the "Indenture"), by and between the Authority and Wells Fargo Bank, National Association, as trustee (the "Trustee"), of each of the City of Oxnard Financing Authority Local Obligation Revenue Bonds (2012 Special District Bond Refinancings), Series A Senior Lien Bonds (the "Series A Authority Bonds") in the aggregate principal amount of not to exceed $_________ and the City of Oxnard Financing Authority Local Obligation Revenue Bonds (2012 Special District Bond Refinancings), Series B Subordinate Lien Bonds (the "Series B Authority Bonds" and, together with the Series A Authority Bonds, the "Authority Bonds"), in the aggregate principal amount of not to exceed $_________; and

WHEREAS, the Authority Bonds are being purchased from the Authority pursuant to a Bond Purchase Agreement, dated [BPA DATE], 2012 (the "Authority Purchase Agreement"), by and among the Authority, the City, the District, Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard, and Stifel, Nicolaus & Company, Incorporated, dba Stone & Youngberg, a Division of Stifel Nicolaus (the "Underwriter"); and

WHEREAS, the Authority and the District desire to enter into this Purchase Agreement providing for the sale of the Bonds by the District to the Authority and containing the other agreements herein set forth.

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

Section 1. **Definitions.** Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Fiscal Agent Agreement.

Section 2. **Redemption of Prior Bonds.** The Authority and the District hereby agree that the District shall redeem the Prior Bonds pursuant to the Escrow Agreement.

Section 3. **Purchase and Sale of Bonds.** (a) Upon the terms and conditions and upon the basis of the representations, warranties, and agreements hereinafter set forth, the District hereby agrees to sell to the Authority, and the Authority hereby agrees to purchase from the District, all (but not less than all) of the $[PRINCIPAL AMOUNT] aggregate principal amount of the Bonds. The Bonds shall have the maturities and shall bear interest as set forth in Exhibit A hereto.

(b) The Bonds and interest thereon shall be payable from special taxes levied and collected in accordance with the Fiscal Agent Agreement and the proceedings relating thereto. The Bonds shall be substantially in the form described in, and shall be executed, delivered, and secured under and pursuant to, and shall be payable and subject to redemption as provided in, the Fiscal Agent Agreement. The proceeds of the Bonds will be used by the District to (A) fund the Escrow Fund created pursuant to the Escrow Agreement that will be used to pay, on September 1, 2012, the accrued interest on the Prior Bonds maturing on and after September 1, 2012, the principal amount of the Prior Bonds maturing on September 1, 2012, and the redemption price of 101% of the principal amount payable with respect to the Prior Bonds maturing after September 1, 2012, and (B) pay costs of issuance relating to the Bonds. The

Fiscal Agent Agreement, the Escrow Agreement, the Authority Purchase Agreement, and this Purchase Agreement are together referred to as the "Legal Documents."

(c) The District hereby ratifies, confirms, and approves the Preliminary Official Statement of the Authority, dated __________, 2012, relating to the Authority Bonds, which contains certain information about the District, the Fiscal Agent Agreement, and the Bonds (which, together with the cover page and all appendices thereto, is referred to herein as the "Preliminary Official Statement"), which Preliminary Official Statement the District deemed final and so certified as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12"), except for information permitted to be omitted therefrom by Rule 15c2-12. The District hereby agrees to assist the Authority in the preparation of a final official statement (the "Official Statement"), consisting of the Preliminary Official Statement, with such changes as may be made thereto with the approval of the Authority, the District, and the Underwriter, so that the Authority may deliver or cause to be delivered to the Underwriter, no later than seven business days after the date the Underwriter agrees to purchase the Authority Bonds, copies of the Official Statement in such reasonable quantity as the Underwriter shall request. The District hereby approves of the use and distribution by the Underwriter of the Official Statement in connection with the offer and sale of the Authority Bonds.

(d) The aggregate purchase price for the Bonds shall be $__________ (being the aggregate principal amount of the Bonds of $[PRINCIPAL AMOUNT].00, less a purchaser's discount of $__________, plus one-day's accrued interest on the Bonds of $__________), which shall be payable solely from proceeds of sale of the Authority Bonds. The purchase price for the Bonds shall be paid by the Authority by (i) transferring, or causing to be transferred, to the Escrow Holder for deposit in the Escrow Fund created pursuant to the Escrow Agreement, in immediately available funds, the amount of $__________, (ii) transferring, or causing to be transferred, to the Trustee for deposit in the Senior Interest Account of the Revenue Fund created pursuant to the Indenture, in immediately available funds, the amount of $__________ [PORTION OF ACCRUED INTEREST], and (iii) transferring, or causing to be transferred, to the Trustee for deposit in the Subordinate Interest Account of the Revenue Fund created pursuant to the Indenture, in immediately available funds, the amount of $__________ [REMAINING PORTION OF ACCRUED INTEREST].

(e) At 8:00 a.m., California time, on August __, 2012, or at such other time or on such other date as the Authority, the District, and the Underwriter may mutually agree upon (the "Closing Date"), at the offices of Goodwin Procter LLP ("Bond Counsel"), in Los Angeles, California, the District will deliver or cause to be delivered to the Authority, the Bonds in the form of a single fully registered certificate per maturity (which may be typewritten), registered in the name of the Trustee, as assignee of the Authority, duly executed and authenticated, and the other documents mentioned herein. The Authority will accept such delivery and pay the purchase price of the Bonds as provided in subparagraph (d) above (such delivery and payment being herein referred to as the "Closing").

Section 4. **<u>Representations and Warranties of the District</u>**. The District hereby makes to the Authority the representations and warranties made by the District to the

Underwriter in Section 7 of the Authority Purchase Agreement, to the same extent as if such representations and warranties were set forth in full herein.

Section 5. **Conditions to the Obligations of the Authority**. The Authority has entered into this Purchase Agreement in reliance upon the representations, warranties, and agreements of the District contained herein and to be contained in the documents and instruments to be delivered on the Closing Date, and upon the performance by the District of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Authority's obligations under this Purchase Agreement to purchase, to accept delivery of, and to pay for the Bonds shall be subject to the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing Date, and shall also be subject to the following conditions:

(a) The representations and warranties of the District contained herein shall be true, complete, and correct on the date hereof and on and as of the Closing Date, as if made on the Closing Date;

(b) On the Closing Date, the Legal Documents shall be in full force and effect and shall not have been amended, modified, or supplemented, and the Official Statement shall not have been amended, modified, or supplemented, except in either case as may have been agreed to by both the Authority and the Underwriter;

(c) As of the Closing Date, all official action of the District relating to the Bonds and the refunding of the Prior Bonds shall be in full force and effect, and there shall have been taken all such actions as, in the opinion of Bond Counsel, shall be necessary or appropriate in connection therewith, with the issuance of the Authority Bonds and the Bonds, and with the transactions contemplated by the Legal Documents, all as described in the Official Statement;

(d) Between the date hereof and the Closing Date, the market price or marketability, at the initial offering price or prices of the Authority Bonds set forth in the Official Statement shall not have been materially adversely affected, in the reasonable judgment of the Underwriter, by reason of any of the following:

(i) an amendment to the Constitution of the United States or the constitution of the State shall have been past or legislation enacted (or resolution passed) by or introduced or pending legislation amended in the Congress or recommended for passage by the President of the United States, the Speaker of the House of Representatives, the President Pro Tempore of the Senate, the Chairman or ranking minority member of the Committee of Ways and Means of the House of Representatives or the Chairman or ranking minority member of the Committee on Finance of the Senate, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed), or press release issued or made (A) by or on behalf of the Treasury Department of the United States or the Internal Revenue Service, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon such interest as would be received by the owners of the Authority Bonds, (B) by or on behalf of the State or the California Franchise Tax Board, with the purpose or effect, directly or indirectly, of imposing California personal income taxation upon such interest as would be received by the owners of the

Authority Bonds, or (C) by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or by or on behalf of the State or the California Franchise Tax Board, with the purpose or effect, directly or indirectly, of changing the federal or State income tax rates, respectively;

(ii) the declaration of war or engagement in major military hostilities by the United States or the occurrences of any other national emergency or calamity relating to the effective operation of the government of the United States;

(iii) the declaration of a general banking moratorium by federal, New York, or California authorities, or the general suspension of trading on any national securities exchange;

(iv) the imposition by the New York Stock Exchange or other national securities exchange or any governmental authority, of any material restrictions not now in force with respect to the Authority Bonds or obligations of the general character of the Authority Bonds, or the material increase of any such restrictions now in force;

(v) an amendment to the Constitution of the United States or the constitution of the State shall have been past or legislation enacted (or resolution passed) by or introduced or pending legislation amended in the Congress or recommended for passage by the President of the United States, or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed) or press release issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Authority Bonds, or the Authority Bonds, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement or the Indenture is not exempt from qualification under the Trust Indenture Act of 1939, as amended, or that the execution, offering, or sale of obligations of the general character of the Authority Bonds, or of the Authority Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement, otherwise is or would be in violation of the federal securities laws as amended and then in effect;

(vi) the withdrawal or downgrading of any rating of the Authority Bonds by a national rating agency; and

(vii) any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) On the Closing Date, the Authority Bonds shall have been issued and delivered to the Underwriter and all of the conditions to closing contained in the Authority Purchase Agreement shall have either been satisfied or waived.

(f) At or prior to the Closing Date, the Authority and the Underwriter shall have received the following documents, in each case satisfactory in form and substance to the Authority and the Underwriter:

(i) Two copies of the Legal Documents, each duly executed and delivered by the respective parties thereto, with only such amendments, modifications, or supplements as may have been agreed to in writing by the Authority and the Underwriter;

(ii) The approving opinion, dated the Closing Date and addressed to the District, of Bond Counsel to the effect that the Bonds are valid and binding limited obligations of the District, subject to bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought, and a letter of such counsel, dated the Closing Date and addressed to the Authority, the Fiscal Agent, [the Series A Bond Insurer (as defined in the Authority Purchase Agreement),] and the Underwriter to the effect that such opinion may be relied upon by each of the Authority, the Fiscal Agent, [the Series A Bond Insurer,] and the Underwriter to the same extent as if such opinion were addressed to it;

(iii) A supplemental opinion of Bond Counsel addressed to the Underwriter and dated the Closing Date to the effect that the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939;

(iv) A defeasance opinion of Bond Counsel with respect to the Prior Bonds;

(v) A verification report from Causey, Demgen & Moore, Inc., to the effect set forth in Section 10(s) of the Authority Purchase Agreement;

(vi) Copies of the Resolution adopted by the City Council of the City, as the legislative body of the District, authorizing the issuance of the Bonds, certified by the City Clerk of the City;

(vii) The opinion of the City Attorney of the City, counsel to the District, dated the Closing Date and addressed to the addressees and to the effect set forth in Section 10(f) of the Authority Purchase Agreement;

(viii) The opinion of counsel to the Fiscal Agent, dated the Closing Date and addressed to the addressees and to the effect set forth in Section 10(g) of the Authority Purchase Agreement;

(ix) A certificate, dated the Closing Date, signed by a duly authorized official of the District, in form and substance satisfactory to the Authority and the Underwriter, to the effect that the representations and warranties of the District contained in this Purchase Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;

(x) A certificate, dated the Closing Date, signed by a duly authorized official of the Fiscal Agent, satisfactory in form and substance to the Authority and the Underwriter, to the effect set forth in Section 10(o) of the Authority Purchase Agreement;

(xi) Two certified copies of the general resolution of the Fiscal Agent authorizing the execution and delivery of the Fiscal Agent Agreement by the Fiscal Agent;

(xii) Copies of the statements with respect to the sale of the Bonds required to be delivered to the California Debt and Investment Advisory Committee pursuant to Sections 53583 and 8855 of the California Government Code;

(xiii) Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing;

(xiv) A tax certificate of the District, in form satisfactory to Bond Counsel, signed by an appropriate officer of the District; and

(xv) Such additional legal opinions, certificates, proceedings, instruments, or evidences thereof and other documents as the Authority, the Underwriter, or Bond Counsel may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the representations of the District herein and of the statements and information contained in the Official Statement, and the due performance or satisfaction by the Fiscal Agent and the District at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by any of them in connection with the transactions contemplated hereby and by the Legal Documents.

All of the opinions, letters, certificates, instruments, and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Authority, but the approval of the Authority shall not be unreasonably withheld. Receipt of, and payment for, the Bonds shall constitute evidence of the satisfactory nature of such as to the Authority. The performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Authority may be waived by the Authority in its sole discretion.

If the District shall be unable to satisfy the conditions to the obligations of the Authority to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Authority to purchase, accept delivery of, and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate, and neither the Authority nor the District shall be under further obligation hereunder, except that the respective obligations of the District and the Authority set forth in Section 6 hereof shall continue in full force and effect.

Section 6. **Expenses**. The Authority shall be under no obligation to pay, and the District shall pay (a) the cost of the preparation of the Bonds, (b) the fees and disbursements of Bond Counsel relating to the Bonds, (c) the fees and disbursements of accountants, advisers, and of any other experts or consultants retained in connection with the issuance of the Bonds, and

(d) any other expenses incident to the issuance of the Bonds or the performance of the District's obligations hereunder.

Section 7. **Benefits; Survival**. This Purchase Agreement is made solely for the benefit of the District, the Authority, and the Underwriter, and no other person shall acquire or have any right hereunder or by virtue hereof. All of the District's representations, warranties, and agreements contained in this Purchase Agreement shall remain operative and in full force and effect regardless of (a) any investigations made by or on behalf of the Authority, or (b) delivery of and payment for the Bonds pursuant to this Purchase Agreement. The agreements contained in this Section shall survive any termination of this Purchase Agreement.

Section 8. **Counterparts**. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 9. **Governing Law**. The validity, interpretation, and performance of this Purchase Agreement shall be governed by the laws of the State.

IN WITNESS WHEREOF, the Authority and the District have each caused this Purchase Agreement to be executed by their duly authorized officers all as of the date first above written.

CITY OF OXNARD FINANCING AUTHORITY

By:______________________________
James Cameron, Controller

CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. 2000-3 (OXNARD BOULEVARD/HIGHWAY 101 INTERCHANGE)

By:______________________________
James Cameron, Chief Financial Officer

EXHIBIT A

Maturity Schedule for
City of Oxnard
Community Facilities District No. 2000-3
(Oxnard Boulevard/Highway 101 Interchange)
Special Tax Refunding Bonds, Series 2012

Maturity (September 1)	Principal Amount	Interest Rate
(maturity)		