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
OXNARD PARKING AUTHORITY
OXNARD INDUSTRIAL DEVELOPMENT FINANCING AUTHORITY
Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
November 27, 2012
6:00 P.M.

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Community Development Commission Successor Agency 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 7 for a description of closed session items)

D. OPENING CEREMONIES – 7:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

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

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

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

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

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA

City Attorney Department

1. SUBJECT: Agency Report of Public Official Appointments (FPPC Form 806). (001)
RECOMMENDATION: Adopt the Form 806 listing the City's Official Appointments and designate the City Clerk to verify the Form 806 and post it on the City website.
Legislative Body: CC Contact: Stephen Fischer Phone: 385-7492

City Clerk Department

2. SUBJECT: Minutes of the Regular Meeting of the Oxnard City Council for October 16 and 23, 2012, and November 6, 2012; Minutes of the Regular Meetings of the Oxnard Financing Authority for September 11, 18 and 25, 2012, and October 2, 9, 16 and 23, 2012, and November 6, 2012; Minutes of the Special Meeting of the Oxnard Financing Authority for July 31, 2012; Minutes of the Oxnard Housing Authority for October 23, 2012 and November 6, 2012; Minutes of the Regular Meeting of the Oxnard Parking Authority for May 1, 2001 and November 21, 2006, and Minutes of the Special Meeting of the Oxnard Parking Authority for July 25, 2006, and August 2, 2011; Minutes of the Regular Meeting of the Oxnard Industrial Development Financing Authority for September 21, 2010. (009)
RECOMMENDATION: Approve.
Legislative Body: CC/HA/FA/PA/IDFA Contact: Daniel Martinez Phone: 385-7803

City Manager Department

3. SUBJECT: Agreements for City Council Review. (045)
RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, 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

4. SUBJECT: Second Amendment to Agreement for On-Call Engineering Services. (051)
RECOMMENDATION: Approve and authorize the Mayor to execute the Second Amendment to Agreement for On-Call Engineering Services provided by Penfield & Smith Engineering (A-7425) and authorize the increase of the agreement total from $500,000 to $750,000.
Legislative Body: CC Contact: Michael Henderson Phone: 385-7950

5. SUBJECT: Agreement with Oxnard Airport Shell/MacValley Oil Company for Fuel and Car Wash Service. (069)
RECOMMENDATION: Approve and authorize the Mayor to sign a blanket purchase order (No. 4275) with Oxnard Airport Shell/MacValley Oil Company for the period from December 1, 2012, to June 30, 2013, in an amount not to exceed $2,000,000, for unleaded gasoline and diesel fuel from vendors' pumps and for off-site car wash service for City vehicles and equipment through a fuel card system.
Legislative Body: CC Contact: Bill Birch Phone: 385-8080

6. SUBJECT: City Easement to Southern California Edison for Underground Utility District No. 19, Future Campus Park, 937 W. 5th Street. (075)
RECOMMENDATION: Approve and authorize the Mayor to execute a Grant of Easement to Southern California Edison ("Edison") for the Underground Utility District No. 19 along Fifth Street and K Street so that Edison may adhere to City Resolution No. 13,961.
Legislative Body: CC Contact: Michael Henderson Phone: 385-7821

City Treasurer Department

7. SUBJECT: Quarterly Investment Report for the First Quarter F/Y 2012-2013. (087)
RECOMMENDATION: Accept the quarterly Investment Report for the First Quarter F/Y 2012-2013.
Legislative Body: CC Contact: Danielle M. Navas Phone: 385-7810

Development Services Department

8. SUBJECT: Second Amendment to Agreement with Kathleen Mallory for Planning Services and Energy Consulting Project Management Services. (095)
RECOMMENDATION: Approve and authorize the Mayor to execute the second amendment to the agreement with Kathleen Mallory, Planning and Entitlement Services, (4950-09-DS) to increase the amount by $150,000 (for a total of $400,000) for planning services and energy consulting project management services.
Legislative Body: CC Contact: Sue Martin Phone: 385-8207

9. SUBJECT: Relinquishment Agreement with Caltrans for State Routes (SR) 1, 34 & 232. (103)
RECOMMENDATION: Approve and authorize the Mayor to approve the cooperative agreement with Caltrans that will result in the City taking ownership of State Routes 1 (Oxnard Boulevard), 34 (East Fifth Street) and 232 (Vineyard Avenue) within the City limits, and give authority to the City Manager to approve minor agreement modifications.
Legislative Body: CC Contact: Jason M. Samonte Phone: 385-7872

10. SUBJECT: Oxnard School Area Safety Project. (119)
RECOMMENDATION: 1) Adopt Project Specification No. DS 12-12 for the installation of a sidewalk on the east side of Vineyard Avenue between Rio School Lane and Collins Street, sidewalk extension (Bulb-out) at various locations, and bike lanes and crosswalk lighting on C Street between Channel Islands Boulevard and Pleasant Valley Road; and 2) Approve the special budget appropriation adjusting the Federal grant funding from $518,000 to $610,990,

appropriating $73,053 of Transportation Development Act (TDA) Fund, and transferring existing appropriations of Circulation System Improvement Funds in the amount of $2,575 from project 113101 Traffic Signal at the intersection of Saviers Road and Hill Street and in the amount of $26,756 from project 113104 Traffic Signal at the intersection of Forest Park Boulevard and Thames River Street to Safe Route to School Project 113001.
Legislative Body: CC Contact: Soher Abdelmalik Phone: 385-7873

Housing Department

11. SUBJECT: Affordable Housing Loan Agreement in the Total Sum of $3.3 Million and Agreement of Limited Partnership of Terraza de Las Cortes, L.P. Project Located within the Las Brisas Specific Plan. (123)
RECOMMENDATION: 1) That the City Council approve and authorize the Mayor to execute an Affordable Housing Predevelopment and Construction Loan Agreement (A-7538) with Terraza de Las Cortes, L.P. in the amount of $3,300,000 from the City's Affordable Housing In-Lieu Fees ("AHILF") and the City's Affordable Housing In-Lieu Fee Housing Trust Fund ("AHILFHTF") for the development of Terraza de Las Cortes; and 2) That the Oxnard Housing Authority Board of Commissioners approve the agreement of Limited Partnership of Terraza de Las Cortes and authorize the Housing Director to execute the agreement (A-7537).
Legislative Body: CC/HA Contact: Larry White Phone: 385-8235

12. SUBJECT: Amendment of Affordable Housing Loan Agreement Previously Approved by the City Council June 21, 2011, and Amended on December 13, 2011, Regarding the Las Villas de Paseo Nuevo Project Located in the Cypress Neighborhood Southwest of the Intersection of Cypress Road and Pleasant Valley Road. (185)
RECOMMENDATION: Approve and authorize the Mayor to execute a Second Amendment to the Affordable Housing Pre-Development and Construction Loan Agreement eliminating the payment in-lieu of taxes (PILOT) from the agreement.
Legislative Body: CC/HA Contact: William E. Wilkins Phone: 385-8094

13. SUBJECT: Low Rent Public Housing Budget Revision for Fiscal Year 2013. (205)
RECOMMENDATION: 1) Adopt a resolution approving and adopting a revision to the Low Rent Public Housing program ("LRPH") budget for fiscal year 2013; and 2) Approve and authorize the use of $232,680 of operational reserves to fund the additional work items in the LRPH program.
Legislative Body: HA Contact: Carrie Sabatini Phone: 385-8092

Library Department

14. SUBJECT: Ordinance No. 2862 Concerning Terms of Office and Powers and Duties of the Library Board. (209)
RECOMMENDATION: Second reading and adoption.
Legislative Body: CC Contact: Barbara J. Murray Phone: 385-7522

Recreation and Community Services Department

15. SUBJECT: Allocation of Youth Enrichment Program Grant Awards Utilizing Community Development Block Grant (CDBG) and Measure "O" Funding for FY 12-13. (211)
RECOMMENDATION: 1) Approve the allocation of $35,020 in CDBG Youth Enrichment Program (YEP) funds and $150,000 in Measure "O" funds for a total amount of $185,020 to the following local community based organizations: Big Brothers Big Sisters of Ventura County for $34,273, Boys and Girls Club for $40,000, City Impact Inc. for $21,572, El Centrito Family Learning Centers for $37,223, Lesson One Foundation for $24,931 and Palmer Drug Abuse Program for $27,021; and 2) Authorize the Interim City Manager or her designee to execute CDBG subrecipient agreements requiring such groups to provide direct support services that target Oxnard youth from extremely low to low-income households.
Legislative Body: CC Contact: Sofia Balderrama Phone: 385-7993

16. SUBJECT: Senior Services Contribution Awards to Agencies. (215)
RECOMMENDATION: 1) Approve the Senior Services Commission's (SSC) recommended distribution of $44,600 from general fund for Senior Services Contribution Awards to twelve agencies providing services to seniors; 2) Direct the Interim Recreation Supervisor to notify recipients of Senior Services Contribution Awards; 3) Authorize the Interim Recreation Supervisor to execute a letter of agreement for each recipient in the format set forth in the attachment #2 and 4) Authorize the Chief Financial Officer to make disbursements in accordance with the letter agreements.
Legislative Body: CC Contact: Gregory Barnes Phone: 385-8019

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

Finance Department

1. SUBJECT: Monthly Budget Status Report for the Period Ending October 31, 2012 (Fiscal Year 2012-2013). (223)
RECOMMENDATION: Receive report.
Legislative Body: CC Contact: Jim Cameron Phone: 385-7461

K. INFORMATION/CONSENT PUBLIC HEARINGS

City Manager Department

1. SUBJECT: Public Hearing and Adoption of Resolution to Form and to Levy FY2012-2013 Assessments in Landscape Maintenance District No. 60. (241)
RECOMMENDATION: 1) Hold a public hearing concerning the formation of Landscape Maintenance District No. 60, consisting of Lot Merger No. 08-310-04 (The Artisan), located on Gonzales Road between Williams Drive and Lombard Street and determine whether a majority protest against formation exists; 2) If a majority protest against formation does not exist, continue with the public hearing to consider all protests against the proposed assessment in the District; tabulate the ballots; and determine whether a majority protest exists as to the assessment; and 3) If a majority protest does not exist as to the assessment, adopt a resolution to form and levy FY 2012-2013 assessments in the District.
Legislative Body: CC Contact: Michael Henderson Phone: 385-7950

L. PUBLIC HEARINGS – 7:15 P.M.

Development Services Department

1. SUBJECT: Certification of East Village Phase III Annexation Final Environmental Impact Report (FEIR) No. 11-01; Approval of Planning and Zoning Permit (PZ) No. 11-610-01 (Annexation) and PZ No. 11-560-01 (Prezoning) for the 107-Acre Parcel Located at 1853 Camino del Sol (APN 214-0-020-595); and PZ No. 12-610-01 (Annexation) of four Right-of-Way (ROW) Segments on the North Side of the 101/Santa Clara Avenue Interchange. Filed by Maulhardt RF-JW Trust et al c/o Richard Maulhardt, Jr. 1853 Camino del Sol, Oxnard; and City of Oxnard, 300 West Third Street, Oxnard, CA 93030.
RECOMMENDATION: Continue item to a future date and renotice.
Legislative Body: CC Contact: Chris Williamson Phone: 385-8156

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

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

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

Q. APPOINTMENT ITEMS - 7:30 P.M.

City Manager Department

1. SUBJECT: Oxnard Convention and Visitors Bureau (OCVB) Annual Report and Dallas Cowboys Economic Impact.
RECOMMENDATION: Receive verbal report and provide comments.
Legislative Body: CC Contact: Grace Magistrale Hoffman Phone: 385-7445

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 – ANTICIPATED LITIGATION.

CC On the advice of the City Attorney, based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case, pursuant to Government Code section 54956.9(c).

The City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Anticipated Litigation.

2. CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION.

CC On the advice of the City Attorney, pursuant to Government Code section 54956.9(b)(3)(C), based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case based upon a claim for damages number 155 on file with the City Clerk, which is available for inspection at the City Clerk's office during normal business hours.

The Interim 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 – Potential Litigation.

T. ADJOURNMENT

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 11/27/ 12

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

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

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

DATE: October 3, 2012

TO: City Council

FROM: Alan Holmberg, City Attorney

SUBJECT: **Agency Report of Public Official Appointments (FPPC Form 806)**

RECOMMENDATION

That City Council adopt the Form 806 listing the City's Official Appointments and designate the City Clerk to verify the Form 806 and post it on the City website.

DISCUSSION

In March of 2012, the Fair Political Practices Commission (FPPC) amended Section 18705.5 of the FPPC Regulations regarding public official appointments to compensated positions. The amendment allows council members to participate in decisions to appoint themselves to compensated positions under certain conditions, one of which is that the "body making the appointment … adopts and posts on its website, on a form provided by the [FPPC], a list that sets forth each appointed position for which compensation is paid, the salary or stipend for each appointed position, the name of the public official who has been appointed to the position and the name of the public official, if any, who has been appointed as an alternate, and the term of the position."

In May, the FPPC adopted Form 806 for agencies to report compensated appointed positions pursuant to Section 18705.5. The attached Form 806 lists all Council appointees and alternates to agency positions in compliance with Regulation 18705.5. Following its adoption, the Form 806 will need to be verified (City Clerk, as the City's Filing Officer under the Political Reform Act, is an appropriate designee), posted to the City's website, and amended if the reported information changes (i.e., the number of scheduled meetings of a listed body changes, compensation paid to members changes, or the City's appointee changes).

This item is brought to the City Council at this time despite the fact that the Council Members identified on the form will change when new appointments are made. The reason for this is that the form must be posted on the City's website prior to the time new appointments are made to enable all Council Members to participate in the process. When new appointments are made, a new form will be posted.

FINANCIAL IMPACT

None.

(SMF)

Attachment #1 - FPPC Form 806
#2 - FPPC Regulation 18705.5

Agency Report of:
Public Official Appointments

A Public Document

California Form **806**

For Official Use Only

1. Agency Name

CITY OF OXNARD

Division, Department, or Region *(If Applicable)*

Designated Agency Contact *(Name, Title)*

DANIEL MARTINEZ, CITY CLERK

Area Code/Phone Number	**E-mail**
805-385-7803	daniel.martinez@ci.oxnard.ca.us

Page 1 of 2

Date Posted: ____________ *(Month, Day, Year)*

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
VENTURA COUNTY REGIONAL SANITATION DISTRICT	Name: Holden, Tom *(Last, First)* Alternate, if any: Pinkard, Irene *(Last, First)*	01 / 11 / 11 *Appt Date* 2 years *Length of Term*	*Per Meeting:* $ 186.00 *Estimated Annual:* ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☒ 4092.00 *Other*
OXNARD AIRPORT AUTHORITY	Name: Flynn, Tim & Pinkard, Irene *(Last, First)* Alternate, if any: MacDonald, Bryan *(Last, First)*	01 / 11 / 11 *Appt Date* 2 years *Length of Term*	*Per Meeting:* $ 50.00 *Estimated Annual:* ☐ $0-$1,000 ☐ $2,001-$3,000 ☒ $1,001-$2,000 ☐ ____ *Other*
VENTURA COUNTY TRANSPORTATION COMMISSION	Name: Pinkard, Irene *(Last, First)* Alternate, if any: ____ *(Last, First)*	01 / 11 / 11 *Appt Date* 2 years *Length of Term*	*Per Meeting:* $ 100.00 *Estimated Annual:* ☐ $0-$1,000 ☐ $2,001-$3,000 ☒ $1,001-$2,000 ☐ ____ *Other*
GOLD COAST TRANSIT	Name: MacDonald, Bryan *(Last, First)* Alternate, if any: Ramirez, Carmen *(Last, First)*	01 / 11 / 11 *Appt Date* 2 years *Length of Term*	*Per Meeting:* $ 100.00 *Estimated Annual:* ☐ $0-$1,000 ☐ $2,001-$3,000 ☒ $1,001-$2,000 ☐ ____ *Other*

3. Verification

I have read and understand FPPC Regulation 18705.5. I have verified that the appointment and information identified above is true to the best of my information and belief.

Signature of Agency Head or Designee	Print Name	Title	(Month, Day, Year)
	Daniel Martinez	City Clerk	

Comment: ____________

Agency Report of: Public Official Appointments Continuation Sheet

California Form 806
A Public Document

1. Agency Name

CITY OF OXNARD

Date Posted: ____ (Month, Day, Year)

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS	▸Name MacDonald, Bryan (Last, First) Alternate, if any Flynn, Tim (Last, First)	▸ 01 / 11 / 11 Appt Date ▸ 2 years Length of Term	▸ Per Meeting: $ 120.00 ▸ Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☒ $1,001-$2,000 ☐ ____ Other
	▸Name ____ (Last, First) Alternate, if any ____ (Last, First)	▸ __/__/__ Appt Date ▸ ____ Length of Term	▸ Per Meeting: $ ____ ▸ Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ ____ Other
	▸Name ____ (Last, First) Alternate, if any ____ (Last, First)	▸ __/__/__ Appt Date ▸ ____ Length of Term	▸ Per Meeting: $ ____ ▸ Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ ____ Other
	▸Name ____ (Last, First) Alternate, if any ____ (Last, First)	▸ __/__/__ Appt Date ▸ ____ Length of Term	▸ Per Meeting: $ ____ ▸ Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ ____ Other
	▸Name ____ (Last, First) Alternate, if any ____ (Last, First)	▸ __/__/__ Appt Date ▸ ____ Length of Term	▸ Per Meeting: $ ____ ▸ Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ ____ Other
	▸Name ____ (Last, First) Alternate, if any ____ (Last, First)	▸ __/__/__ Appt Date ▸ ____ Length of Term	▸ Per Meeting: $ ____ ▸ Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ ____ Other

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations)

§ 18705.5. Materiality Standard: Economic Interest in Personal Finances.

(a) A reasonably foreseeable financial effect on a public official's or his or her immediate family's personal finances is material if it is at least $250 in any 12-month period. When determining whether a governmental decision has a material financial effect on a public official's economic interest in his or her personal finances, neither a financial effect on the value of real property owned directly or indirectly by the official, nor a financial effect on the gross revenues, expenses, or value of assets and liabilities of a business entity in which the official has a direct or indirect investment interest shall be considered.

(b) The financial effects of a decision which affects only the salary, per diem, or reimbursement for expenses the public official or a member of his or her immediate family receives from a federal, state, or local government agency shall not be deemed material, unless the decision is to appoint, hire, fire, promote, demote, suspend without pay or otherwise take disciplinary action with financial sanction against the official or a member of his or her immediate family, or to set a salary for the official or a member of his or her immediate family which is different from salaries paid to other employees of the government agency in the same job classification or position, or when the member of the public official's immediate family is the only person in the job classification or position.

(c) Notwithstanding subsection (b), pursuant to Section 82030(b)(2) and Regulation 18232, a public official may make, participate in making, or use his or her official position to influence or attempt to influence, a government decision where all of the following conditions are satisfied:

ATTACHMENT NO. 2
PAGE 1 OF 3

(1) The decision is on his or her appointment as an officer of the body of which he or she is a member (e.g., mayor or deputy mayor), or to a committee, board, or commission of a public agency, a special district, a joint powers agency or authority, a joint powers insurance agency or authority, or a metropolitan planning organization.

(2) The appointment is one required to be made by the body of which the official is a member pursuant to either state law, local law, or a joint powers agreement.

(3) The body making the appointment referred to in paragraph (1) adopts and posts on its website, on a form provided by the Commission, a list that sets forth each appointed position for which compensation is paid, the salary or stipend for each appointed position, the name of the public official who has been appointed to the position and the name of the public official, if any, who has been appointed as an alternate, and the term of the position.

COMMENT: Cross-references: For the definition of "immediate family," see Government Code section 82029.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87100, 87102.5, 87102.6, 87102.8 and 87103, Government Code.

HISTORY

1. New section filed 11-23-98; operative 11-23-98 pursuant to the 1974 version of Government Code section 11380.2 and title 2, California Code of Regulations, section 18312(d) and (e) (Register 98, No. 48).

2. Change without regulatory effect amending section heading filed 3-26-99 pursuant to section 100, title 1, California Code of Regulations (Register 99, No. 13).

3. Editorial correction of History 1 (Register 2000, No. 25).

4. Amendment of section heading and section filed 1-17-2001; operative 2-1-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 3).

5. Amendment of subsection (a) filed 1-16-2002; operative 2-15-2002 (Register 2002, No. 3).

6. Amendment of subsection (b) filed 6-21-2005; operative 7-21-2005 (Register 2005, No. 25).

7. Amendment of subsection (a) filed 12-18-2006; operative 1-17-2007. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

8. New subsections (c)-(c)(3) filed 4-23-2012; operative 5-23-2012. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2012, No. 17).

MINUTES

AGENDA ITEM NO. I-2

OXNARD CITY COUNCIL
Regular Meeting
October 16, 2012

A. ROLL CALL/POSTING OF AGENDA

At 5:36 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers concurrently with the Community Development Successor Agency. Councilmembers Thomas E. Holden, Bryan A. MacDonald, Timothy B. Flynn and Carmen Ramirez were present. Mayor Pro Tem Irene G. Pinkard was absent. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Holden presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Karen Burnham, Interim City Manager; Alan Holmberg, City Attorney; and Curtis P. Cannon, Community Development Director.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 5:39 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(b)(3)(C), based on existing and circumstances, there is significant exposure to litigation against the City and Successor Agency in one potential case based upon a written threat of litigation which is available for inspection at the City Clerk's Office during normal business hours.

The City Council also recessed to a closed session, pursuant to Government Code section 54956.9(c), based on existing and circumstances, the City Council and Successor Agency shall decide whether to initiate litigation in two potential cases.

The City Council also recessed to a closed session, pursuant to Government Code section 54956.9(b)(3)(C), based on existing and circumstances, there is significant exposure to litigation against the City and Successor Agency in one potential case based upon a claim for damages, number 155 on file with the City Clerk, which is available for inspection at the City Clerk's office during normal business hours.

At 5:46 p.m., Mayor Pro Tem Irene G. Pinkard was present. At 7:14 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 7:20 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Holden presided. Additional staff members present were: James Cameron, Chief Financial Officer; Matt Winegar, Development Services Director; Rob Roshanian, Interim Public Works Director; Grace Magistrale Hoffman, Deputy City Manager; Michael Henderson, General Services Manager; Sue Martin, Planning and Environmental Services Manager; Martin Erickson, Special Assistant to the City Manager; Michael More, Financial Resources Manager; and Robert Silverstein, Code Compliance Manager.

E. CEREMONIAL CALENDAR

1. SUBJECT: Joint Proclamation Designating the Months of October, 2012 as "Breast Cancer Awareness Month" and November, 2012 as "End Domestic Violence Month".
DISCUSSION: Sharon Jones, Soroptimist International of Oxnard, commented on the need to be aware of both programs.

REMOVED FROM AGENDA

The Council concurred to remove Status of El Rodeo Community Center (N-1) from the agenda.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following individuals provided comments: Martin Jones; Ed Ellis; Don Tobow; Miquel Espinosa; Edgar Mohorko; Ventura Fernandez; Jim Yarbrough; Omar Ramirez; Elliott Gabriel; Larry Stein; and Orlando Dozier.

Q. APPOINTMENT ITEMS

1. SUBJECT: Presentation by Dr. Lowell Novy, Founder of the Valley Veterinary Clinic Charitable Non-Profit Corporation Regarding Spay and Neuter Clinics.
DISCUSSION: Dr. Lowell Novy commented on the efforts to have a "no kill" shelter, the County's dog population and need to spay/neuter pets in the community.

Received comments from Bert Perello.

The Code Compliance Manager reviewed services provided by the City, the voucher program, working with Dr. Novy, and budget of the program.

The Council discussed programs provided by the City and services provided by other agencies.

ACTION: Received report and provided comments.

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

The following individuals provided comments: Eileen Tracy (I-2); Scott Bernstein (I-3); Orlando Dozier (I-2); and Bert Perello (I-4).

G. REVIEW OF INFORMATION/CONSENT AGENDA

The Housing Director commented on ACTION PLAN process and HUD schedule (I-2); the Financial Resources Manager and Development Services Director reviewed the negotiated MOU and the service agreement with County (I-3).

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for September 25 and October 2 and 9, 2012. (001)
RECOMMENDATION: Approve with corrections to October 9, 2012 minutes.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (033)
RECOMMENDATION: 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.

Finance Department

3. SUBJECT: Payment to County of Ventura for Services Provided to Seabridge Community Facilities District No. 4. (035)
RECOMMENDATION: 1) Approve payment in the total amount of $649,396 to the County of Ventura related to Harbor Patrol services provided to Seabridge Community Facilities District No. 4 pursuant to the Memorandum of Understanding (A-6663) dated September 10, 2002 by and between the City of Oxnard, the County of Ventura, and Oly Mandalay Bay General Partnership; and 2) Approve a special budget appropriation (SBA) in amount of $116,731 from Seabridge Community Facilities District No. 4.*

Public Works Department

4. SUBJECT: Approval of Award of Contract for PW 06-93 Tierra Vista Neighborhood Street/Alley Resurfacing and Storm Drain Project. (041)
RECOMMENDATION: Approve and authorize the Mayor to execute Contract with Toro Enterprises Inc. (A-7529) in the amount of $4,081,028 for Project Specification Number 06-93 for the reconstruction of streets, sidewalks, curbs and gutters, alleyways, replacing street name signs and the installation of storm drain lines in the Tierra Vista Neighborhood (Tierra Vista Neighborhood Project).

INFORMATION CONSENT AGENDA ACTION: Approve as recommended with correction of minutes of October 9, 2012. (Holden/Ramirez) Ayes: Pinkard; MacDonald; Flynn; Ramirez; and Holden. *Noes: Flynn only I-3

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

COMMUNITY DEVELOPMENT SUCCESSOR AGENCY

At 8:45 p.m., the joint meeting with the Community Development Successor Agency concluded.

M. REPORT OF CITY MANAGER

The City Manager announced that final test of the Spanish translation service was taking place.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

1. SUBJECT: Verbal Report on Status of El Rodeo Community Center.
   RECOMMENDATION: Receive and consider report.
   ACTION: Removed from the agenda.

The Council commented on: recent loss of lives in the community; a youth rally regarding "voting" information; possible alliance with Oxnard Port of Hueneme regarding the need to promote local jobs and businesses; recent court ruling regarding the South Shore project; possible funding of an EIR regarding plastic trash bags in the community; and grand opening of the water purification plant.

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following individuals provided comments: Greg Runyon; Arthur Munoz; Walter Ontiveros; Pat Barrios; and Pat Brown.

T. ADJOURNMENT

At 9:09 p.m., the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

DR. THOMAS E. HOLDEN
Mayor

MINUTES

OXNARD CITY COUNCIL
Regular Meeting
October 23, 2012

A. ROLL CALL/POSTING OF AGENDA

At 6:17 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers concurrently with the Community Development Successor Agency. Councilmembers Irene G. Pinkard, Bryan A. MacDonald, Timothy B. Flynn and Carmen Ramirez were present. Mayor Thomas E. Holden was absent. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Pro Tem Pinkard presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Karen Burnham, Interim City Manager; Alan Holmberg, City Attorney; and Grace Magistrale Hoffman, Deputy City Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 6:18 p.m. the City Council and Successor Agency recessed to a closed session, pursuant to Government Code section 54956.9(c), based on existing facts and circumstances, the City Council and Successor Agency shall decide whether to initiate litigation in two potential cases.

At 6:57 p.m. the City Council reconvened and recessed to the evening session. No announcements were made.

D. OPENING CEREMONIES

At 7:07 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Community Development Successor Agency and Housing Authority. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Pro Tem Pinkard presided. Additional staff members present were: Curtis P. Cannon, Community Development Director; Jeri Williams, Police Chief; Michael O'Malia, Interim Fire Chief; Barbara Murray, Library Director; William "Bill" Wilkins, Housing Director; Matthew Winegar, Development Services Director; James Cameron, Chief Financial Officer; Rob Roshanian, Interim Public Works Director; Michael Henderson, General Services Manager; Anthony Emmert, Water Resources Manager; Cyndi Hookstra, Parks and Facilities Management Analyst; Kymberly Horner, Redevelopment Project Manager; Jason M. Samonte, Traffic Engineer; Mark Pumford, Technical Services Manager; and Tom Clock, Systems Administrator.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation to the City of Oxnard by Southern California Edison.
   DISCUSSION: Mike Montoya, Northern Regional Director; Nancy M. Williams, Regional Manager; Rosemary Leibermann, New Construction Manager; and Chris Coronel, Accounting Manager, all from Southern California Edison, presented a $197,190 check to the City for energy efficient programs.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following individuals provided comments: Inez Tuttle; Ed Ellis; Craig Helmsteter; Preston Davison; Donald Thibeault; David Villanneva; Shirley Godwin; Francisco Romero; Jim Yarbrough; Joanne Gutierrez; Elliot Gabrille; Lucy Cartagena; and Robert Cox.

ITEMS REMOVED FROM AGENDA

The City Council concurred to remove I-3 from the agenda.

G. REVIEW OF INFORMATION/CONSENT AGENDA

The Parks and Facilities Management Analyst commented on an invoice for the Cowboys training camp (I-2(J)) and other camp costs. The Systems Administrator reviewed WiFi use in City libraries and computer connections of City buildings (I-2 (K)).

Q. APPOINTMENT ITEMS

1. SUBJECT: Ventura County Watershed Protection District
   DISCUSSION: The Interim Public Works Director reviewed the progress of solving levee certification. Mr. Gerard Kapuscik, Special Projects Manager for the Strategic Design Support Group, outlined possible levee construction, proposed nature flood plain protection, funding plan and annual inspections. The Interim Public Works Director stated he would be returning to the Council with more information in the future.

   The following individuals provided comments: Bert Perello; Steve Offerman; and Larry Stein.

   The Council discussed: potential costs; other up-stream levee issues; and construction time line.

   ACTION: Provided comments and directions to staff.

G. REVIEW OF INFORMATION/CONSENT AGENDA

The Interim Fire Chief and City Attorney commented on violations and the services to be provided (I-3); the Housing Director reviewed proposed Terreza project and development fees/set-a-side cost per unit (I-7); the Water Manager commented on water meter technology (I-9) and bidding process of chemicals and supplies (I-11); Brian Brennan, BEACON, commented on the proposed report regarding use of single-use plastic bags and the Technical Services Manager reviewed solid waste costs (I-10). The Chief Financial Officer reviewed State Report (I-6).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

The following individuals provided comments: Orlando Dozier (I-2); Larry Stein (I-6); Pat Brown (I-10); Bert Perello (I-2(J); I-7; I-12); Bill Hickman (I-10); Barbara Macri-Ortiz (I-7); Inez Tuttle (I-8); Robert Davidson (I-10); Donald Thibeault (I-6); and Daniel Lechliter (I-10).

I. INFORMATION/CONSENT AGENDA

City Manager Department

2. SUBJECT: Agreements for City Council Review. (019)
RECOMMENDATION: 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.

3. SUBJECT: Second Amendment to Agreement for On-Call Engineering Services. (023)
RECOMMENDATION: Removed from the agenda.

4. SUBJECT: Agreement with Silvas Oil Company for Fuel and Car Wash Service. (041)
RECOMMENDATION: Approve and authorize the Mayor to sign a blanket purchase order (No. 4222) with Silvas Oil Company ("Silvas") for a 120-day period from November 1, 2012, to February 28, 2013, in an amount not to exceed $1,000,000, for unleaded gasoline and diesel fuel from Silvas' pumps and for off-site car wash service for City vehicles and equipment through a fuel card system.

Development Services Department

5. SUBJECT: Victoria Avenue Route Transit Stops Project. (045)
RECOMMENDATION: Adopt plans, specifications and working details for Project Specification No. DS13-09 for the installation of bus stops at two locations along Channel Islands Boulevard. and 11 locations along Victoria Avenue.

Finance Department

6. SUBJECT: State Controller Financial Transactions Report. (047)
RECOMMENDATION: Receive the State Controller Financial Transactions Report and make the report available per Sections 53891 and 53893 of the Government Code.

Housing Department

7. SUBJECT: Affordable Housing Loan Agreement in the Total Sum of $3.3 Million and Agreement of Limited Partnership of Terraza de Las Cortes, L.P. Project Located within the Las Brisas Specific Plan. (051)
RECOMMENDATION: Removed from the agenda.

Library Department

8 SUBJECT: Library Board Bylaws, Terms of Office, and Powers and Duties. (113)
RECOMMENDATION: 1) Adopt a resolution approving the Library Board Bylaws as amended in Article II Powers and Duties, Article III Membership, and Article IV Officers; and 2) Approve the first reading by title only and subsequent adoption of an ordinance amending the City Code concerning terms of office and powers and duties of the Library Board.

Public Works Department

9 SUBJECT: Purchase Order No. 4195 with Aqua-Metric Sales Company. (129)
RECOMMENDATION: Approve and authorize the Mayor to execute a purchase order with Aqua-Metric Sales Company in the amount of $800,000 for the purchase of water meters and related parts (Purchase Order No. 4195) in Fiscal Years 2012-13 and 2013-14.

10 SUBJECT: Participation in Regional Environmental Impact Report on Model Ordinance Regulating Single-Use Plastic Bags. (135)
RECOMMENDATION: Approve and authorize the Mayor to execute the Cooperative Agreement between the member agencies of the Beach Erosion Authority for Clean Oceans and Nourishment in the amount not to exceed $8,000 to facilitate the development of an Environmental Impact Report for a model ordinance regulating single-use plastic bags (A-7540).

11. SUBJECT: Chemical Purchases for Water and Wastewater Treatment Facilities. (143)
RECOMMENDATION: Approve and authorize the Mayor to execute the Purchase Orders for the Water and Wastewater Treatment Facilities for Fiscal Years 2012-13 and 2013-14 as follows: 1) Purchase Order 4201 with Hill Brothers Chemical for supply and delivery of Aqueous Ammonia to the Water Facilities in the amount of $140,508.50; 2) Purchase Order 4202 with JCI Jones Chemical, Inc. for supply and delivery of Sodium Hypochlorite and Sodium Bisulfite to the Wastewater Treatment Plant in the amount of $131,769.00 and Sodium Hypochlorite to the Water Campus and Water Blending Station No. 3 in the amount of $124,314.03, for a total purchase amount of $265,083.03; 3) Purchase Order 4203 with Kemira Water Solutions, Inc. for supply and delivery of Ferric Chloride to the Wastewater Treatment Plant in the amount of $482,790.00; 4) Purchase Order 4204 with King Lee Chemical Company for supply and delivery of Antiscalant to the Water Campus and Water Blending Station No. 3 in the amount not to exceed $70,290.00; and 5) Purchase Order 4205 with PVS Minibulk, Inc. for supply and delivery of Sodium Hydroxide to the Wastewater Treatment Plant in the amount $18,750.60 and to the Water Campus and Water Blending Station No. 3 in the amount $175,005.60 for a total purchase amount of $193,756.20.

12. SUBJECT: Easement Agreement and Easement Deed for Recycled Water Line with the Owners of Property Located at the North Side of Hueneme Road and East of Edison Drive (APN 223-0-030-275 and APN 223-0-030-285). (173)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute an Easement Agreement with RUBY ISHIMOTO; KENNY KATSUDA; JOHN KATSUDA; JAMES KATSUDA; and NORIKO KAYANO in equal shares as to that portion of said land described in deed recorded April 15, 2002, as Document No. 2002-0091005 of Official Records; JOHN M. KATSUDA, as to an undivided 6/45 interest; JAMES TADASHA KATSUDA, as Trustee of the James Tadasha Katsuda 1991 Trust initially created on April 12, 1991, as to an undivided 16/45 interest; JAMES KATSUDA, as to an undivided 1/90 interest; RUBY MITSUKO KATSUDA, as Trustee of the Ruby Mitsuko Katsuda 1992 Trust, initially created on November 4, 1992, as to an undivided 33/90 interest; KENNETH K. KATSUDA, as to an undivided 6/45 interest in and to the remainder of said land, for the property identified by the County Assessor as APN 223-0-030-275 and APN 223-0-030-285, located at the north side of Hueneme Road and east of Edison Drive, Agreement No. A-7534; and 2) Approve and authorize the Mayor to execute the

Certificate of Acceptance for an Easement Deed with RUBY ISHIMOTO; KENNY KATSUDA; JOHN KATSUDA; JAMES KATSUDA; and NORIKO KAYANO in equal shares as to that portion of said land described in deed recorded April 15, 2002, as Document No. 2002-0091005 of Official Records; JOHN M. KATSUDA, as to an undivided 6/45 interest; JAMES TADASHA KATSUDA, as Trustee of the James Tadasha Katsuda 1991 Trust initially created on April 12, 1991, as to an undivided 16/45 interest; JAMES KATSUDA, as to an undivided 1/90 interest; RUBY MITSUKO KATSUDA, as Trustee of the Ruby Mitsuko Katsuda 1992 Trust, initially created on November 4, 1992, as to an undivided 33/90 interest; KENNETH K. KATSUDA, as to an undivided 6/45 interest in and to the remainder of said land, for the property identified by the County Assessor as APN 223-0-030-275 and APN 223-0-030-285, located at the north side of Hueneme Road and east of Edison Drive.*

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended with the removal of I-3 and I-7 of the agenda. (Pinkard/Ramirez) Ayes: MacDonald, Flynn, Ramirez and Pinkard. Absent: Holden. *Noes: Flynn I-12 only.

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

Finance Department

1. SUBJECT: Monthly Budget Status Report for the Period Ending September 30, 2012 (Fiscal Year 2012-13). (197)
RECOMMENDATION: Receive Report
ACTION: Received and filed report.

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

M. REPORT OF CITY MANAGER

1. SUBJECT: Verbal report on the status of the State Department of Finance's ("DOF") review and determination of enforceable obligations on the Oxnard Community Development Commission Successor Agency's Recognized Obligation Payment Schedule ("ROPS") III, summary of allowable administrative expenses; and summary of Staff's "Meet and Confer" request to the DOF.
RECOMMENDATION: Receive and consider report.
DISCUSSION: The Community Development Director and Redevelopment Project Manager reviewed response from the State regarding several line items of the ROPS report, next steps of process, and supporting documents that were submitted. The Chief Financial Officer reviewed the obligations of City Council and Community Development Successor Agency.

The following individuals provided comments: Barbara Macri-Ortiz and Bert Perello.

The Council discussed the process of State Finance Department and the transfer of assets.

ACTION: Received the report.

COMMUNITY DEVELOPMENT SUCCESSOR AGENCY AND HOUSING AUTHORITY

At 10:27 p.m. the joint meetings with the Community Development Successor Agency and Housing Authority concluded.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed several items including: need that everyone in the community receive the Senior survey; Measure R school bond; citrus pest; helping community families; life guard issue at beaches; repair of sidewalks; Oxnard Kiwanis's Firefighter of the Year; the opening of the Lemonwood Park; PAL fundraiser: and the Clergy Group meetings/activities.

O. REPORTS

Development Services Department

1. SUBJECT: Verbal Update on the Intelligent Transportation System (ITS) Construction Integration.
RECOMMENDATION: Receive a report about the ITS Construction and Integration Project. (A-7475 with Sully-Miller Contracting Company).
DISCUSSION: The Traffic Engineer outlined the process of the ITS system including installation of equipment, place of fiber opium lines and working with CalTrans.

Comments were received from: Larry Stein; Pat Brown; and Bert Perello.

ACTION: Receive report and provided comments.

Public Works Department

2. SUBJECT: Second Amendment to Agreement for Consulting Services with HF and H Consultants, LLC. (213).
RECOMMENDATION: 1.) Approve and authorize the Mayor to execute the Second Amendment to the Agreement for Consulting Services with HF & H Consultants, LLC. ("HFH") for the implementation, management and facilitation of the Request for Proposal (RFP) for the operation and maintenance of the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) and to increase the value of the Agreement by $168,866 from $25,000 to $193,866 and to extend the term from October 25, 2013 to December 31, 2013; and 2.) Approve a special budget appropriation in the amount of $168,866 from the Solid Waste Enterprise Fund to provide funding for Second Amendment to Agreement with HFH.
DISCUSSION: Mr. Bob Hilton, HFH, reviewed the process of selecting a recycler of solid waste material, expertise of company and schedule of the selection process. The Chief Financial Officer commented on past selection process.

Comments received from Pat Brown; Bert Perello; Larry Stein; Dan Rosenthal, BLT; Gerard Kapuscik; and Stephen MacIntosh.

The Council discussed the selection process including possibility of selection the City

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

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following individuals provided comments: Martin Jones; Greg Runyon; Theadora Daritt-Corryn; Bert Perello; Thomas Hernandez; Larry Stein; Carlos Landeros; Daniel Lechliter; Abel Magana; and Arthur Munoz.

T. ADJOURNMENT

At 12:39 a.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

DR. IRENE G. PINKARD
Mayor Pro Tem

MINUTES

OXNARD CITY COUNCIL
Regular Meeting
November 6, 2012

The regular scheduled meeting was cancelled by the Council on June 26, 2012.

DANIEL MARTINEZ
City Clerk

DR. THOMAS E. HOLDEN
Mayor

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
September 11, 2012

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

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
September 18, 2012

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

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
September 25, 2012

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

DANIEL MARTINEZ Secretary Designate	DR. THOMAS E. HOLDEN Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
October 2, 2012

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

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
October 9, 2012

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

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
October 16, 2012

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

DANIEL MARTINEZ	DR. THOMAS E. HOLDEN
Secretary Designate	Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
October 23, 2012

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

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
November 6, 2012

The regular scheduled meeting was canceled by the City Council on June 26, 2012.

DANIEL MARTINEZ	DR. THOMAS E. HOLDEN
Secretary Designate	Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Special Meeting
July 31, 2012

A. ROLL CALL/POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States by 3211 Cub Scouts, followed by a moment of silence for Susan Gonzalez, wife of Salvador Gonzalez former Housing Director.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meeting of the Oxnard Financing Authority of June 26, and July 10, 17 and 24, 2012. (001)
   RECOMMENDATION: Approve.

Finance Department

10. SUBJECT: Refunding of Certificates of Participation, Series 1999. (105)
    ACTION: Removed from information/consent agenda.

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

Finance Department

10. SUBJECT: Refunding of Certificates of Participation, Series 1999. (105)
RECOMMENDATION: Adopt **Resolution No. 44** approving the form of and authorizing the execution and delivery of a site lease, a lease/purchase agreement and an assignment agreement, and authorizing certain additional actions.
ACTION: Approved as recommended. (Ramirez/Holden) Ayes: Holden, Pinkard, MacDonald, Flynn, Ramirez.

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

M. REPORT OF SECRETARY

N. FINANCING AUTHORITY COMMISSION BUSINESS/COMMITTEE REPORTS

CITY COUNCIL/COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY/HOUSING AUTHORITY

At 11:19 p.m. the joint meetings with the City Council, Community Development Commission Successor Agency and Housing Authority concluded.

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 11:19 p.m., the Financing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairman

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
October 23, 2012

A. ROLL CALL/POSTING OF AGENDA

At 7:07 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers concurrently with the City Council and Community Development Successor Agency. Commissioners Irene G. Pinkard, Bryan A. MacDonald, Timothy B. Flynn, Carmen Ramirez and Jose Andrade were present. Chairperson Thomas E. Holden and Commissioner Francisco Vega were absent. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Vice-Chairperson Pinkard presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim Executive Secretary; Alan Holmberg, General Counsel; and Grace Magistrale Hoffman, Deputy Executive Secretary.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

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

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard Housing Authority for June 26, 2012, July 10, 17 and 24, 2012, September 11, 18 and 25, 2012, and October 2, 9 and 16, 2012; and Minutes of the Special Meeting of the Oxnard Housing Authority for July 31, 2012. (001)
RECOMMENDATION: Approve.

Housing Department

7. SUBJECT: Affordable Housing Loan Agreement in the Total Sum of $3.3 Million and Agreement of Limited Partnership of Terraza de Las Cortes, L.P. Project Located within the Las Brisas Specific Plan. (051)
RECOMMENDATION: Removed from the agenda.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended (Andrade/Pinkard) with the removal of Housing Loan Agreement (I-7). Ayes: MacDonald, Flynn, Ramirez, Andrade and Pinkard. Absent: Holden and Vega.

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

M. REPORT OF SECRETARY

N. HOUSING AUTHORITY COMMISSION BUSINESS/COMMITTEE REPORTS

CITY COUNCIL/COMMUNITY DEVELOPMENT SUCCESSOR AGENCY

At 10:27 p.m. the joint meetings with the City Council and Community Development Successor Agency concluded.

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 10:27 p.m. the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

DR. IRENE G. PINKARD
Vice-Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
November 6, 2012

The regular scheduled meeting was cancelled by the Commissioners on June 26, 2012.

DANIEL MARTINEZ	DR. THOMAS E. HOLDEN
Secretary Designate	Chairman

MINUTES

OXNARD PARKING AUTHORITY
Regular Meeting
May 1, 2001

A. ROLL CALL/POSTING OF AGENDA

At 7:04 p.m., the regular meeting of the Oxnard Parking Authority convened in the Council Chambers concurrent with the Oxnard City Council, Housing Authority and Community Development Commission. Commissioners Manuel M. Lopez, John C. Zaragoza, Bedford Pinkard, Thomas E. Holden, and Dean Maulhardt were present. The Deputy City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Lopez presided. Staff members present were: Daniel Martinez, Secretary Designate; Edmund F. Sotelo, Secretary; Karen Burnham, Assistant Secretary; and Gary L. Gillig, General Counsel.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States led by Mr. Ron Fischer, Commission on Aging. This was followed by a moment of silence for Edward Bustamente.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

Community Development Commission

4. (031) SUBJECT: Oxnard Downtown Management District (ODMD) Ballot and Appropriation of Funds.
RECOMMENDATION: Approve and authorize the Secretary to sign, on behalf of the Oxnard Parking Authority, as owners of certain properties located in the proposed ODMD, the ballot in support of the establishment of the ODMD.
INFORMATION/CONSENT AGENDA ACTION: Commissioner Maulhardt moved to approve the Information/Consent agenda as recommended. Vice-Chairperson Zaragoza seconded and the motion carried by the following vote: Ayes: Commissioners Pinkard, Holden, Maulhardt, and Zaragoza. Abstain: Chairperson Lopez.

J. INFORMATION/CONSENT PUBLIC HEARINGS

K. PUBLIC HEARINGS

L. REPORT OF SECRETARY

M. PARKING AUTHORITY BUSINESS

N. PUBLIC COMMENTS ON REPORTS

O. REPORTS

CITY COUNCIL/HOUSING AUTHORITY/COMMUNITY DEVELOPMENT COMMISSION

At 8:25 p.m., the joint meetings with the City Council, Housing Authority and Community Development Commission concluded.

P. APPOINTMENT ITEMS

Q. PUBLIC COMMENTS ON STUDY SESSION

R. STUDY SESSION

S. ADJOURNMENT

At 8:25 p.m., the Parking Authority concurred to adjourn.

DANIEL MARTINEZ
Secretary Designate

DR. MANUEL M. LOPEZ
Chairperson

LULY ARENAS
Deputy City Clerk

MINUTES

OXNARD PARKING AUTHORITY
Regular Meeting
November 21, 2006

A. ROLL CALL/POSTING OF AGENDA

At 7:02 p.m., the regular meeting of the Oxnard Parking Authority convened in the Council Chambers concurrently with the Oxnard City Council, Community Development Commission, and Oxnard Financing Authority. Commissioners Thomas E. Holden, Andres Herrera, Dean Maulhardt, John C. Zaragoza, and Timothy B. Flynn were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairman Holden presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Karen Burnham, Assistant City Manager; Gary L. Gillig, City Attorney; and Grace Magistrale Hoffman, Deputy City Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Additional staff members present were: Edmund Sotelo, City Manager and Michael More, Finance Manager.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

ACTION: Chairman Holden declared the public hearing open.

DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received.

Finance Department

1. SUBJECT: Issuance of Variable Rate Demand Lease Revenue Bonds (Civic Center Phase 2 Project), Series 2006. (065)
RECOMMENDATION: That the City Council, acting as the legislative body of the Oxnard Parking Authority, approve and authorize the Mayor to execute a quitclaim deed for Parking Authority property located at 324 South B Street to the City.
DISCUSSION: The Finance Manager reviewed the financial issues of the bonds of the Civic Center Phase II and schedule of the bond financing.

George Major, Swap (Finance) Advisor, commented on the duties and responsibilities of the swap advisor.

Larry Stein questioned the CDC assets and balance sheet.

ACTION: Close the public hearing. (Holden/Zaragoza) Ayes: Unanimously. Move approval as recommended. (Maulhardt/Zaragoza) Ayes: Zaragoza, Flynn, Holden, Herrera, and Maulhardt.

M. REPORT OF EXECUTIVE DIRECTOR/SECRETARY

N. PARKING AUTHORITY BUSINESS/COMMITTEE REPORTS

CITY COUNCIL/COMMUNITY DEVELOPMENT AND FINANCING AUTHORITY

At 8:55 p.m. the joint meetings with the City Council, Community Development Commission and Financing Authority concluded.

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 8:55 p.m. the Parking Authority concurred to adjourn the meeting.

DANIEL MARTINEZ City Clerk	DR. THOMAS E. HOLDEN Chairman

MINUTES

OXNARD PARKING AUTHORITY
Special Meeting
July 25, 2006

A. ROLL CALL/POSTING OF AGENDA

At 7:02 p.m., the special meeting of the Oxnard Parking Authority convened in the Council Chambers, concurrently with the City Council, Community Development Commission, and Housing Authority. Commissioners Thomas E. Holden, Dean Maulhardt, John C. Zaragoza, and Timothy B. Flynn were present. Vice-Chairperson Andres Herrera was absent. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairman Holden presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Assistant Executive Director; John Crombach, Police Chief; and Gary L. Gillig, General Counsel.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

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

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

2. SUBJECT: Oxnard Downtown Management District (ODMD) Ballot. (013)
RECOMMENDATION: Approve and authorize the City Manager to sign, on behalf of the Oxnard Parking Authority, as owners of certain properties located in the ODMD, the ballot in support of the renewal and expansion of the ODMD.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (Maulhardt/Zaragoza) Ayes: Maulhardt, Zaragoza, Flynn and Holden. Absent: Herrera.

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

M. REPORT OF SECRETARY

N. COMMUNITY DEVELOPMENT COMMISSION BUSINESS/COMMITTEE REPORTS

CITY COUNCIL/HOUSING AUTHORITY/PARKING AUTHORITY

At 9:09 p.m. the joint meetings with the City Council, Housing Authority and Parking Authority concluded.

O. PUBLIC COMMENTS ON REPORTS

P. REPORTS

Q. APPOINTMENT ITEMS

R. PUBLIC COMMENTS ON STUDY SESSION

S. STUDY SESSION

T. ADJOURNMENT

At 9:09 p.m., the Parking Authority concurred to adjourn the meeting.

DANIEL MARTINEZ Secretary Designate	DR. THOMAS E HOLDEN Chairman

MINUTES

OXNARD PARKING AUTHORITY
Special Meeting
August 2, 2011

A. ROLL CALL/POSTING OF AGENDA

At 7:03 p.m., the special meeting of the Oxnard Parking Authority convened in the Council Chambers concurrent with the Oxnard City Council, Housing Authority and Community Development Commission. Commissioners Irene G. Pinkard, Bryan A. MacDonald, Timothy B. Flynn, and Carmen Ramirez were present. Chairman Thomas E. Holden was absent. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Vice-Chairperson Pinkard presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Edmund F. Sotelo, Executive Secretary; Karen Burnham, Assistant Executive Secretary; Alan Holmberg, General Counsel; and Grace Magistrale Hoffman, Deputy Executive Secretary.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. PUBLIC COMMENTS

E. INFORMATION CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Oxnard Parking Authority for May 1, 2001 and July 25, 2006. (001)
RECOMMENDATION: Approve
ACTION: Removed from agenda.

F. REPORTS

Community Development

1. SUBJECT: Oxnard Downtown Management District (ODMD) Ballot. (005)
RECOMMENDATION: That City Council, Community Development Commission, Housing Authority, and Oxnard Parking Authority approve and authorize the City Manager to sign, on behalf of the City of Oxnard, Oxnard Community Development Commission (CDC), Oxnard Housing Authority, and Oxnard Parking Authority, as owners of certain properties located in the Oxnard Downtown Management District (ODMD), the ballot in support of the renewal and boundary modification of the ODMD.
DISCUSSION: The Community Development Director reviewed the ODMC ballot process including the vote of the municipal. The General Counsel commented on minutes and process of collecting signatures.

The following individuals provided comments: Pat Brown; Bert Perello; and Alejandro Rivera.

ACTION: Moved to support the renewal and boundary modification of ODMD (Pinkard/ MacDonald) Ayes: MacDonald, Flynn, Ramirez, Andrade, Vega and Pinkard. Absent: Holden.

G. PUBLIC HEARING

CITY COUNCIL/COMMUNITY DEVELOPMENT COMMISSION/HOUSING AUTHORITY

At 8:15 p.m. the joint meetings with the City Council, Community Development Commission and Housing Authority concluded.

H. PUBLIC COMMENTS ON REPORTS

I. ADJOURNMENT

At 8:15 p.m. the Parking Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

DR. IRENE G. PINKARD
Vice-Chairperson

MINUTES

Oxnard Industrial Development Financing Authority
Regular Meeting
September 21, 2010

A. ROLL CALL/POSTING OF AGENDA

At 7:08 p.m. the special meeting of the Oxnard Industrial Development Financing Authority convened in the Council Chambers concurrently with the Oxnard City Council. Commissioners Thomas E. Holden, Andres Herrera, Dean Maulhardt, Irene G. Pinkard and Bryan A. MacDonald were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairman Holden presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Edmund F. Sotelo, Executive Secretary; Karen Burnham, Assistant Executive Secretary; and Alan Holmberg, General Counsel.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

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

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Industrial Development Financing Authority July 28, 2009. (001)
RECOMMENDATION: Approve.

City Manager Department

2. SUBJECT: Annual Meeting and Election of Authority Officers for FY 2010-11. (003)
RECOMMENDATION: Appoint Mayor Holden as Chairperson and Mayor Pro Tem Herrera as Vice Chairperson, each to serve a one-year term.

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

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

M. REPORT OF SECERTARY

N. COMMISSION BUSINESS/COMMITTEE REPORTS

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 8:22 p.m. the Industrial Development Financing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairman

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 11/27/2012

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

Prepared By: Karen R. Burnham, Interim City Manager ______ Agenda Item No. I-3

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

DATE: October 16, 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: Due to the Thanksgiving Holiday copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office after 8:00 a.m. on Monday prior to the Council meeting.

City Manager Contract List for 11/27/2012

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Change Order	**Development Services - Traffic Eng. & Operations** Soher Abdelmalik 385-7873	**Sully-Miler Contracting Co.** Agreement No. A-7475 Change Order 4	**Citywide Intelligent Transportation System Master Plan** Citywide Intelligent Transportation System Master Plan change order due to exisiting conduits at three intersections being too small to handle the extra fiber optics schedulled to be installed. This action will replace the existing conduits and conductors at the three identified intersections with new 3" conduits to accommodate the signal conductors and the new fiber optics. **Total Contract Amount: $3,181,187** **FundingSource: Circulation System Improvement Fees**	$54,533
B	Original Agreement	**Development Services - Planning** Sue Martin 385-8207	**Ron's Signs** Agreement No. 6017-12-DS	**Public Hearing Signs** Manufacture, install, maintain, and remove Public Hearing Signs. City posted a request for bid and Ron's Signs was the only vendor of 10 contacted to respond to the RFB. City posted a request for bid and Ron's Signs was the most responsive bid received. **Total Contract Amount: $75,000** **FundingSource: Planning Fees**	$75,000
C	Original Agreement	**Police - Police Support Services** Keith Brooks 385-7597	**MJP Technologies, Inc.** Agreement No. A-7539	**Public Safety Network Infrastructure Upgrades** Consulting services agreement for public safety network infrastructure upgrades including Active Directory, Microsoft Exchange, and Wireless Access Point under Justice Assistance Grant and Asset Forfeiture Funds. Award to vendor was done under the California Multiple Awards Schedule (CMAS) competitive bid process. All CMAS pricing, products and/or services offered by the State of California have been previously bid and awarded on a Federal General Services Administration (GSA) schedule. This action is to ratify emergency approval due to the necessary lead time in ordering the equipment. **Total Contract Amount: $101,682** **FundingSource: JAG Grant Fund & Asset Forfeiture Fund**	$101,682
D	Task Order	**Public Works** Raymond Williams 797-8206	**Leighton Consulting** Agreement No. 4920-09-CM Task Order 12	**On-Call Soils and Materials Testing** On-call and materials testing for the Tierra Vista Neighborhood Street/Alley Resurfacing and Storm Drain Project which includes storm drain pipeline installation and street resurfacing. **Total Contract Amount: $300,000** **FundingSource: Half Cent Sales Tax and Storm Drain Facility Fee**	$80,240

46

ATTACHMENT #1
PAGE 1 OF 4

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
E	Original Agreement	**Police - Criminal Investigation** Mike Adair	**Ventura County District Attorney** Agreement No. 5820-12-PO	**Vertical Prosecution of Criminal Cases** Consulting services agreement with the Ventura County District Attorney for vertical prosecution of criminal cases arising out of violations of the Colonia and Southside Gang Injunction. The Police Department has had a contract with the DA's Office for the Gang Injunction Prosecutor since 2004. Due to recent budgetary constraints and workload, the contract cost was reduced for this year. **Total Contract Amount: $86,212** **FundingSource: General Fund**	**$86,212**
F	Purchase Order	**Fire - Fire Prevention** Rod Thorp 358-7722	**Lowe's** Purchase Order No. 4253	**Smoke Detectors and Carbon Monoxide Monitors** Assistance to Firefighters Grant Program to distribute 5,000 smoke detectors and 5,000 carbon monoxide monitors. 3 bids received. Lowe's selected as they provide local in store storage of devices until distributed and were the lowest bid received. **Total Contract Amount: $168,844** **FundingSource: Federal Law Enforcement Grants**	**$168,844**
G	Purchase Order	**Public Works Construction and Design Services - Surveying Services** Lou Balderrama 340-5358	**Allen Instruments & Supplies** Purchase Order No. 4246	**Survey Grade GPS System** Survey Grade GPS equipment to collect new infrastructure data and field verify existing data needed for the modeling software to be more accurate. Sole source of Trimble GPS System after evaluation of alternatives. Trimble is the only brand equipment that meets the City's needs and requirements in terms of accuracy of the data, and also in the format of the files to be compatible with existing GIS formats. **Total Contract Amount: $68,381** **FundingSource: Wastewater Collection & Storm Drain Fees**	**$68,381**
H	Original Agreement	**Public Works/Environmental Resources** Grant Dunne 340-8365	**Turner and Sons Company** Agreement No. A-7536	**Restoration of the Waste Tipping Floor at the Del Norte Gacility** All labor and materials to restore approximately 1,800 square feet at a 2-inch average thickness of the tipping floor. The concrete floor is wearing due to heavy equipment and trash. The last restoration completed for this section of the floor was in March 2007. Floor restoration will prevent damage to load-out port and equipment that process waste. Turner and Sons Company was the lowest bid received. **Total Contract Amount: $86,500** **FundingSource: Solid Waste Enterprise Fund**	**$86,500**

47

ATTACHMENT #1
PAGE 2 OF 4

City Manager Contract List for 11/27/2012

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
I	Purchase Order	**Library - Library Circulation Services** Barbara Murray 385-7522	**SIRSI DYNIX** Purchase Order No. 4252	**Annual Software Maintenance Agreement Library's Integrated Library System** Annual maintenance agreement for Library's Integrated Library System for FY 2012-2013. Sole source request related to computer software and hardware for library collections operations. This Integrated Library System provides the computer system for the checking out and returning of books, supports the library catalog system, ordering of supplies and other vital services in the operation of the Library. **Total Contract Amount: $60,258** **FundingSource: General Fund**	**$60,258**
J	Purchase Order	**Police - Community Patrol** Danah Palmer 385-7600	**Motorola Solutions, Inc.** Purchase Order No. P.O. 4226	**New Portable Radios** Purchase of 26 new radios to replace old equipment in the Patrol Division. Selection of lowest bidder. **Total Contract Amount: $53,286** **FundingSource: Federal Law Enforcement Grants**	**$53,286**
K	Purchase Order	**Police - Emergency Communications** Keith Brooks 385-7600	**MJP Computers** Purchase Order No. P.O. 4225	**14 Dell Precision Computers for the 911 Center** Award of 14 computers for 911 Center under the CMAS competitive bid process. All CMAS pricing, products and/or services offered by the State of California have been previously bid and awarded on a Federal General Services Administration (GSA) schedule. This action is to ratify emergency approval due to the necessary lead time to order the equipment. **Total Contract Amount: $26,758** **FundingSource: Measure "O" Funds**	**$26,758**
L	Amendment	**Police** Keith Brooks 385-7597	**Siemens Industries, Inc.** Agreement No. A-7419 Amendment 1	**Amendment for Installation of Keyless Entry Systems.** Amendment to Professional Services Agreement with Siemens Industries, Inc. for installation of keyless entry systems at Oxnard Police Department under Urban Area Security Initiative (UASI) Security Grant. This is a sole source contract award as Siemens installed the existing security system for the Oxnard Police Department and is familiar with the system, conduit locations and cabling. Also due to security concerns it is prudent to keep the expansion of our security system with the same vendor. This action is to ratify emergency approval due to grant time constraints. **Total Contract Amount: $350,000** **FundingSource: UASI Security Grant**	**$50,000**

48

ATTACHMENT #1
PAGE 3 OF 4

City Manager Contract List for 11/27/2012

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
M	Amendment	**Development Services - Traffic Eng. & Operations** Cynthia Daniels 385-7871	**AECOM Technical Services, Inc.** Agreement No. A-7235 Amendment 6	**Construction Management Rice Ave/Santa Clara Ave/ Highway 101 Interchange** The amendment adds budget for additional materials testing, structures inspections, and Native American monitoring during the final months of the project construction. **Total Contract Amount: $4,084,957** **FundingSource: Circulation System Improvement Fees**	**$160,957**

ATTACHMENT #1
PAGE 4 OF 4

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 11 / 27 / 12

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

Prepared By: Patricia Friend PF Agenda Item No. I-4

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

DATE: October 31, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director R.R.
Michael Henderson, General Services Superintendent MH

SUBJECT: Second Amendment to Agreement No. A-7425 –On-Call Engineering Services

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Second Amendment to Agreement A-7425 for On-Call Engineering Services provided by Penfield & Smith Engineering and authorize the increase of the agreement total from $500,000 to $750,000.

DISCUSSION

In order to ensure compliance with the City's plan check process, staff determined that many small projects within the City required the services of a licensed engineering firm to assist in plan preparation. In 2011 the City General Services Division issued an RFP to select an on-call engineering service for the City. The City received and reviewed six firms and Penfield & Smith Engineering was selected. A multi-year agreement with options to renew and a not to exceed $250,000 amount was issued to them in July, 2011. A first amendment was approved to revise the not to exceed amount from $250,000 to $500,000 and to extend the expiration date to August 31, 2013. This second amendment is a request to increase the agreement by $250,000 (i.e., from a not to exceed amount of $500,000 to a not to exceed amount of $750,000). Work under this agreement is assigned by Task Order and is requested by all City departments. All task orders are reviewed by Contract Compliance Review Committee (CCRC) and any request over $25,000 will be submitted to Council under 'Agreements for City Council Review' on the information consent calendar. This increase of the allowable not to exceed amount is to ensure there are no delays of multiple projects. The City does not have staff to provide these services and this on-call engineering service allows for timely processing of critical design and construction work.

FINANCIAL IMPACT

This is a City wide use agreement and funds are allocated by various departments for the services on a project by project basis. Departments will be required to return to Council for new appropriations if existing funding is insufficient.

Attachment #1 – Second Amendment
#2 – First Amendment
#3 - Original Agreement
#4 – Task Order Log

Agreement No. A-7425

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 27nd day of November, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Penfield & Smith Engineers ("Consultant"). This Second Amendment amends the Agreement entered into on July 12, 2011, by City and Consultant. The Agreement previously has been amended on January 31, 2012, by a First Amendment.

City and Consultant agree as follows:

1. In Section 14 of the Agreement, the amount not to exceed '$500,000.00' is deleted and replaced with '$750,000.00'.

2. 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 FORM:

____
Alan Holmberg, City Attorney

PENFIELD & SMITH ENGINEERS

____
Hady Izadpanah, P.E., President & CEO

APPROVED AS TO INSURANCE:

____
James Cameron, Risk Manager

DEPARTMENT APPROVAL AS TO CONTENT AND AMOUNT:

____
Michael Henderson, Superintendent
CM General Services

Karen R Burnham
Karen R. Burnham, Interim City Manager

ATTACHMENT 1
PAGE 1 OF 1

Agreement No. A-7425

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 31st day of January, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Penfield & Smith Engineers ("Consultant"). This First Amendment amends the Agreement entered into on July 12, 2011, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the term 'will expire on August 31, 2012' is deleted and replaced with 'will expire on August 31, 2013'.

2. In Section 14 of the Agreement, the amount not exceed '$250,000' is deleted and replaced with '$500,000.00'.

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

CITY OF OXNARD

Dr. Thomas E. Holden, Mayor

PENFIELD & SMITH ENGINEERS

Hady Izadpanah, P.E., President & CEO

ATTEST:

3/6/12

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

DEPARTMENT APPROVAL AS TO CONTENT AND AMOUNT:

Michael Henderson, Superintendent
CM General Services

Karen Bumham, Interim City Manager

ATTACHMENT NO. 2
PAGE 1 OF 1

COUNCIL APPROVAL
DATE: 3-6-12 AGENDA # I-5

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th day of July, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and Penfield & Smith Engineers ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as either Civil, Structural Engineering and Land Surveying Services; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services to be performed for the City.

5. Coordination of Services

All services are to be coordinated with Project Manager, subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of Consultant's services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to a schedule provided by the Consultant and approved by the City for each of the assignments. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Sal Contreras, Senior Engineer as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on July 18, 2011, and expire on August 31, 2012. There may be multi-year options to renew this agreement.

13. Termination

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant for the first annual term in an amount not to exceed $250,000.00 for services provided under this Agreement at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.

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

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in a form satisfactory to Manager. The invoice shall identify services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the

Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

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

20. <u>Confidentiality of Information</u>

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. <u>Indemnity</u>

Consultant agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly out of, pertain to, or relate to the negligence, recklessness, or willful misconduct from any acts or omissions of Consultant related to this Agreement as performed by Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, or passive negligence.

22. <u>Insurance</u>

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

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

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

23. <u>Independent Contractor</u>

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

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

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

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

Consultant shall promptly inform Manager of any contract, agreement, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Consultant's or Consultant's clients' interest in land that might be affected by the services. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

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

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

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

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

29. Force Majeure

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

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

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

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Consultant's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so, on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so, on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Penfield & Smith Engineers, 1327 Del Norte Road, Ste. 200, Camarillo, CA 93010, Attention: Sal Contreras.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, General Services PPM, 1060 Pacific Ave., Bldg. 2, Oxnard, California 93030, Attention: Patricia Friend.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

CONSULTANT: Penfield & Smith Eng.

for V.P.

Hady Izadpanah, P.E., President & CEO
PATRICK J REEVES PE, VP

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

DEPARTMENT APPROVAL AS TO CONTENT AND AMOUNT:

Michael Henderson, Superintendent
CM General Services

Edmund F. Sotelo, City Manager

Exhibit A

SCOPE OF TYPICAL PROJECT WORK -TASK

The City will assign Task Numbers and shall meet and work with Penfield & Smith to identify a concise description of the individual scope of work to be performed and how Penfield & Smith will complete the Task/Work Scope. It is up to Penfield & Smith to determine the best and most cost-effective method to complete the work so that the project/task can be constructed to the satisfaction of the City. The City and Penfield & Smith will negotiate a lump sum amount based on the agreed upon hourly rates of services for the entire duration of the individual project/task, which will include but not limited to the following services:

a. Prepare and distribute meeting minutes during design.
b. Obtain approval of all required permits, City, County, State and Federal.
c. Design services for all complete design, including during construction, and post construction design services. Assist the City in obtaining all required permits.
d. Provide quality control.
e. Perform cost estimates for each milestone.
f. Perform a constructability analysis.
g. Construction Services - Review RFI (request for information), submittal, and shop drawings.
h. Maintain good record keeping.
i. Provide a schedule of each tasks, and overall design schedule, and construction.
j. Schedule monthly owner meetings or as necessary during design.
k. Provide value engineering recommendations to City staff members and architect/engineer.
l. Keep daily communication or as required with City staff and consultants.
m. Other duties as may be required by City staff.

PENFIELD & SMITH

EXHIBIT B

RATES UNDER AGREEMENT A-7425

MULTI-YEAR AGREEMENT
1ST TERM EXPIRES 8/31/2012

Penfield & Smith
Engineering • Surveying • Planning
Construction Management
www.penfieldsmith.com

Patrick J. Reeves
Principal Engineer/Vice President

tel 805-981-0706 ext. 104
fax 805-981-0251
cel 805-795-8400

pjr@penfieldsmith.com

1327 Del Norte Road, Ste 200
Camarillo, CA 93010

Penfield & Smith
Engineering • Surveying • Planning
Construction Management
www.penfieldsmith.com

Hady Izadpanah, P.E.
Principal Engineer
President & CEO

tel 805-963-9532 ext. 138
fax 805-966-9801

hi@penfieldsmith.com

111 East Victoria Street
Santa Barbara, CA 93101

ATTACHMENT 3

EXHIBIT B

LABORATORY SERVICES

SOIL

Expansion Index: UBC Std 29-2; ASTM D 4829....................$131.00

Swell of Soils: ASTM D 4546 (modified):
- Undisturbed....................$115.00
- Remolded to Specific Density....................$143.00

Maximum Density/Optimum Moisture Test: ASTM D 1557 or D 698; CTM 216
- Full Curve (4" Mold)....................$190.00
- Full Curve (6" Mold)....................$225.00
- Rock Correction for above....................$35.00

Resistance "R" Value of Soils: ASTM D 2844; CTM 301
- Untreated Soils....................$225.00
- Soils with Additives.................... Per Quote

Soil Corrosivity Analysis and Testing....................$211.00

Special Sample Preparation....................$75.00/hour

CONCRETE

Compression Test of Cast Cylinders (all sizes): ASTM C 39....................$17.00

ASPHALT CONCRETE

Marshall Method: ASTM D 1559 (Set of 3)....................$125.00

Extraction of Oil from A.C. Mixtures: ASTM D 2172 Method And Sieve Analysis of Extracted Aggregate: ASTM D 5444; AASHTO T 30....................$130.00

AGGREGATE BASE

Sieve Analysis: ASTM C 117, C 136; CTM 202....................$230.00

Resistance "R" Value of Aggregate: ASTM D 2844; CTM 301....................$225.00

Sand Equivalent: ASTM D 2419; CTM 217....................$95.00

EXHIBIT B
6/29/2011

Engineering

Engineering Technician	$75
Associate Technician	$85
Senior Technician	$95
Designer	$110
Senior Designer	$120
Junior Engineer	$90
Assistant Engineer	$110
Associate Engineer	$124
Senior I Engineer	$134
Senior II Engineer	$144
Principal Engineer	$165

Surveying & Mapping

Survey Technician	$80
Junior Surveyor	$90
Assistant Surveyor	$100
Associate Surveyor	$125
Senior I Surveyor	$140
Senior II Surveyor	$155
Principal Surveyor	$175
One-Man Survey Crew	$170
Prevailing Wage	$185
Two-Man Survey Crew	$200
Prevailing Wage	$230

Planning

Planning Technician	$70
Senior I Planner	$130
Senior II Planner	$140
Principal Planner	$160
Assistant Planner	$100
Associate Planner	$115
Junior Planner	$85

Construction Management

Construction Technician	$90
Assistant Construction Manager	$100
Associate Construction Manager	$124
Senior I Construction Manager	$134
Senior II Construction Manager	$144
Principal Construction Manager	$165

Construction Management (Cont.)

Construction Inspector	$90
Prevailing Wage	$110
Senior Construction Inspector	$100
Prevailing Wage	$115
Chief Inspector/Owner's Rep	$110
Prevailing Wage	$120

Jordan Gilbert & Bain

Principal	$120
Project Manager	$95
Clerical	$55

Fountainhead Architects

Principal Architect	$145

Budlong & Associates

Principal	$155
PM/Sr. Eng/ Sr. Des	$130
Designer	$120
Senior Drafter/CAD	$95
Drafter / CAD	$80
Clerical	$55

Rincon Consultants

Principal I	$165
Supervising Sr. Biologist I	$140
Senior Biologist I	$105

Collings & Associates

Principal Engineer	$140
Senior Engineer	$125
Staff Engineer	$95
Designer	$80
CAD/Drafting	$70
Admin	$45

Li & Associates

Principal	$165
Vice President	$155
Project Engineer	$120
Drafting	$85
Clarical	$60

ATTACHMENT 3

EXHIBIT B

PAGE 13 OF 14

Earth Systems	
Staff Engineer/Geologist/Scientist	$95
Project Engineer/Geologist/Scientist	$95
Principal/Geologist/Scientist	$110
Laboratory Rates	$75
Haz.Mat Disposal	Cost+20%
Group I	
Field,Solid & Material Tester	$75
Group II	
Deputy Inspector	$75
Deputy Grading Inspector	$75
Group III	
Non-Destructive Testing	$75
See Attached for Laboratory Rates	

General	
Technical/Clerical Support	$65
Outside Consultant	Cost + 10%
Reimbursable Expenses	Cost + 10%

Rates are to be evaluated and adjusted yearly based on the Bureau of Labor Statistics Consumer Price Index

Agreement #	Task No	Spec. #	Title of Project	Project #	PO #	Amount	Account. #	Amendments	Amt.	Dates
Penfield & Smith Engineers			On-Call Engineering Services		3865	$250,000.00		Amendment 1	$250,000.00	
						$500,000.00	Revised w/Amend. #1	3/6/2012		
A-7425	#1	GS09-11	College Park Ph. 1C-Co	055703		$11,040.00	104-5723-826-8625			
A-7425	#2	GS12-08	CCTV @ College Park Design			$20,440.00	104-5723-826-8625			
	#2						& 104-5723-826-8631			
A-7425	#3		True-up College Park Sewers			$10,000.00				
A-7425	#4		True-up Port Hueneme/CIBCSD			$20,000.00				
A-7425	#5		Assessment Well 26 for Potable Wtr. Or			$8,000.00				
A-7425	#6		Oxnard WWTP Bio Tower Rehab			$35,000.00				
A-7425	#7		Review Utility Agreements			$25,000.00				
A-7425	#8	PW12-09	Ventura Blvd. Waterline-Rice/101			$29,600.00				
A-7425	#8A	PW12-09	Ventura Blvd. Waterline-Nyeland-Almond			$46,908.00				
	#8B	PW12-09	Ventura Blvd. Waterline-Catch Basin			$5,500.00				
	#9	GS12-11	OTC Sewer Line Design			$17,000.00	213-3107-803-8606			
	#9A	GS12-11	Complete Design w/Construction Services			$67,471.00				
	#10	GS09-11	College Park As-Builts			$15,000.00				
	#11		College Park Wtr. Feature, Walkway &			$5,000.00				
	#12	GS09-11	College Park Ph. 1C-Ext	055703		$7,500.00	104-5723-826-8625			
	#13	GS10-22	Lemonwood Park Surve	115750		$5,500.00	285-5750-826-8209			
	#14	GS09-11	Add Work College Pk. 1	55703		$24,872.00	104-5723-826-8625			
	#15	PW12-13	Weld Inspector-Huenem	106002		$60,000.00	603-6556-821-8209			6/29/2012
	#16	FD10-03	Fire Station @ College F	132201		$3,494.00	104-2280-826-8623			
	~~#16A~~	~~FD10-03~~	~~Fire Station @ College Park Extra Survey~~			~~-$6,574.00~~	~~104-2280-826-8623~~	CANCELED		
	#17	FD10-03	Fire Station @ College Park -Legal Describ.			$6,496.00	104-2280-826-8623			
	#18		Bat Survey -Mandalay Bay Bridge			$4,516.00				
	#19		Vineyard Park Walking Path Survey & Eng.			$14,395.00				
			Encumb. Total			$436,158.00				

ATTACHMENT NO. 4

PAGE 1 OF 1

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 11 / 27 / 12

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

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

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

DATE: November 14, 2012

TO: City Council

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

SUBJECT: **Agreement with Oxnard Airport Shell/MacValley Oil Company for Fuel and Car Wash Service**

RECOMMENDATION

That City Council approve and authorize the Mayor to sign a blanket purchase order (No. 4275) with Oxnard Airport Shell/MacValley Oil Company for the period from December 1, 2012, to June 30, 2013, in an amount not to exceed $2,000,000, for unleaded gasoline and diesel fuel from vendors' pumps and for off-site car wash service for City vehicles and equipment through a fuel card system.

DISCUSSION

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

On June 28, 2011, City Council approved the agreement with Silvas Oil Company ("Silvas Oil") through Blanket Purchase Order No. 3820 for the provision of cardlock fuel (fuel from vendor's pumps) and car wash service in an amount not to exceed $2,500,000 for the period from July 1, 2011, to June 30, 2012, as a result of bids submitted under Request for Bids ("RFB") No. FS11-01. A provision of the blanket purchase order allowed for its renewal on a year-to-year basis for a maximum period of five years.

In May 2012, Silvas Oil was working on a remediation plan for an underground fuel spill which had occurred at their Oxnard fueling station on 1230 East Fifth Street. The City considered the time it would take to complete the site's remediation and allowed the extension of the agreement with Silvas Oil for 120 days (four months) instead of a year. On June 26, 2012, City Council approved the agreement extension with Silvas Oil from July 1, 2012, to October 31, 2012, under Blanket Purchase Order No. 4022, in an amount not to exceed $1,000,000.

On September 4, 2012, as remediation on the site had not been completed, the General Services Superintendent directed Fleet Services staff to issue an RFB for Cardlock Fuel and Car Wash Service for the period from November 1, 2012, to June 30, 2013. On September 10, 2012, the City issued RFB No. FS13-01 for the provision of cardlock fuel and off-site car wash service using a fuel card system. Three vendors responded by the September 21, 2012, deadline: Silvas Oil Company, Oxnard Airport Shell & MacValley Oil Company, and DeWitt Petroleum. Based on costs, services proposed, and vendor compliance with the specifications outlined in RFB No. FS13-01, staff recommended that the contract be awarded to Silvas Oil for cardlock fuel and car wash service for the period from November 1, 2012, to June 30, 2013, in an amount not to exceed $2,000,000. However, due to concerns about the progress of achieving regulatory compliance at the 1230 East Fifth Street location, City staff recommended extending the then existing agreement with Silvas Oil for another 120 days (four months), from November 1, 2012, to February 28, 2013, in an amount not to exceed $1,000,000. On October 23, 2012, City Council approved the 120-day agreement extension under Blanket Purchase Order No. 4222.

On October 25, 2012, Silvas Oil canceled its agreement with the City effective November 4, 2012. Left without a fuel provider from November 5, 2012, until an agreement with another vendor could be approved, Fleet Services staff asked Oxnard Airport Shell and MacValley Oil Company, who had submitted a combined bid under RFB No. FS13-01, if they could accommodate the City's fuel needs during this time. They agreed, and Emergency Purchase Order No. 4259 for Oxnard Ultramar Car Wash & Detailing, Inc. (Oxnard Airport Shell) and Emergency P.O. No. 4260 for MacValley Oil Company were subsequently issued and approved by the Mayor and Interim City Manager for both vendors to provide emergency gasoline and diesel fuel to City vehicles and equipment for the period from November 5, 2012, to December 10, 2012, in an amount not to exceed $240,000 for each vendor.

Due to Silvas Oil's agreement cancellation, Fleet Services staff reconsidered the bids submitted under RFB No. FS13-01 and recommends awarding the contract to Oxnard Airport Shell/MacValley Oil Company whose bid was ranked second among the three bids received. The contract period would be from December 1, 2012, to June 30, 2013, in an amount not to exceed $2,000,000, and the contract would be administered by Shell under its Fleet Card Services Program. This contract can be extended on a year-to-year basis for a maximum contract period of five years. Based on FY 2011-12 cardlock fuel expenses of $2,607,528 and car wash expenses of $8,800, it is estimated that for the seven-month period from December 1, 2012, to June 30, 2013, cardlock fuel expenditures would amount to approximately $1,521,000, and car wash expenditures would amount to approximately $5,130.

FINANCIAL IMPACT

The Fleet Services Division is an internal service fund, and City departments are charged for fuel and car wash service they use. Anticipated revenues for FY 2012-13 are expected to support the agreement for the period from December 1, 2012, to June 30, 2013, in an amount not to exceed $2,000,000.

mmoar

Attachment #1 – Emergency Blanket Purchase Order No. 4259 for Oxnard Ultramar Car Wash
#2 – Emergency Blanket Purchase Order No. 4260 for MacValley Oil Company
#3 – Blanket P.O. No. 4275 for Shell Fleet Card Services
#4 – City of Oxnard Terms and Conditions (Back of Purchase Orders)

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

PURCHASE ORDER NO.
004259

DATE: 11/1/2012

VENDOR #: 6670
VENDOR ADDRESS: OXNARD ULTRAMAR CARWASH &
DETAILING INC.
655 S. VENTURA RD.
OXNARD, CA 93030

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

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

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
11/30/2012			USE THIS VENDOR FOR PAYME
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	-		BRUCE E. DANDY

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

CHANGE ORDER
EMERGENCY GASOLINE & DIESEL FUEL 11/5-12/10/12
Effective date: 11/05/2012
Expiration date: 12/10/2012
Not to exceed: 240,000.00

EMERGENCY GASOLINE AND DEISEL FUEL 11/5-12/10/12
NOT TO EXCEED $240,000.00.
SUBJECT TO TERMS AND CONDITIONS OF THE CITY OF
OXNARD.

TOTAL PURCHASE AMOUNT	**$0.00**

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

AUTHORIZED SIGNATURE Karen R. Burnham
Karen R. Burnham
Interium City Manager

APPROVED ON AN EMERGENCY BASIS:

Councilmember Date

Attachment #1

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

PURCHASE ORDER NO.
004260

DATE: 11/1/2012

VENDOR #: 3025
VENDOR ADDRESS: MAC VALLEY OIL COMPANY
P.O. BOX 1149
OXNARD, CA 93032

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

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

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
11/30/2012			WANDA 485-6900
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	-		BRUCE E. DANDY

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

CHANGE ORDER
EMERGENCY GASOLINE & DIESEL FUEL 11/5-12/10/12
Effective date: 11/05/2012
Expiration date: 12/10/2012
Not to exceed: 240,000.00

EMERGENCY GASOLINE AND DEISEL FUEL 11/5-12/10/12
NOT TO EXCEED $240,000.00.
SUBJECT TO THE TERMS AND CONDITIONS OF THE CITY
OF OXNARD.

TOTAL PURCHASE AMOUNT **$0.00**

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

AUTHORIZED SIGNATURE Karen R. Burnham
Karen R. Burnham
Interium City Manager

APPROVED ON AN EMERGENCY BASIS:

Councilmember

11/1/12
Date

Attachment #2

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

PURCHASE ORDER NO.
004275

DATE: 11/13/2012

VENDOR #: 8990
VENDOR ADDRESS: SHELL FLEET CARD SERVICES
P.O. BOX 183019
COLUMBUS, OH 43218-3019

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

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

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
06/30/2013			
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	-		BRUCE E. DANDY

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

CARDLOCK FUEL AND CAR WASH SERVICE 12/1/12-6/30/13
Effective date: 11/07/2012
Expiration date: 06/30/2013
Not to exceed: 2,000,000.00

GASOLINE, DIESEL, & CAR WASH 12/1/12-6/30/13

TOTAL PURCHASE AMOUNT **$0.00**

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

AUTHORIZED SIGNATURE ____________________
Dr. Thomas E. Holden, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

Attachment #3

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order on the reverse side hereof.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less that $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
      ii. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
      iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
   a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
   b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
   a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
   b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
   c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
   d) Vendor sill insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall be access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 11 / 27 / 12

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

Prepared By: Patricia Friend (PF) Agenda Item No. I-6

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

DATE: November 7, 2012

TO: City Council

FROM: Michael Henderson, General Services Superintendent MH
City Manager Department

SUBJECT: **City Easement to Southern California Edison for Underground Utility District No. 19, Future Campus Park, 937 W. 5th Street**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Grant of Easement to Southern California Edison ("Edison") for the Underground Utility District No. 19 along Fifth Street and K Street so that Edison may adhere to City Resolution No. 13,961.

DISCUSSION

In order to complete the undergrounding of Edison's existing overhead electrical facilities in accordance with the City of Oxnard Resolution No. 13,961 which formed the Underground Utility District No. 19 along Fifth Street and K Street for the new Campus Park to be located at 937 West 5th Street, this easement must be signed and properly executed by the City. There will be minimal construction work on City property and after completion of the work, the property shall be restored to as near as possible to its previous condition. Construction on this property is currently planned to begin in June of 2013.

FINANCIAL IMPACT

There is no cost to the City for granting this easement.

MH/pcf

Attachment #1 – Grant of Easement
#2 – Resolution No. 13,961
#3 – Edison Drawing of Work Site

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA
EDISON
An *EDISON INTERNATIONAL* Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

Real Properties
2131 Walnut Grove Avenue, 2nd Floor
Rosemead, CA 91770

Attn: Distribution/TRES
Mail Tax Statements: N/A

COPY

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT

DOCUMENTARY TRANSFER TAX $ NONE (VALUE AND CONSIDERATION LESS THAN $100.00)	DISTRICT Thousand Oaks	WORK ORDER TD518929	IDENTITY n/a	MAP SIZE
SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	FIM 30-25D-4 APN 202-0-010-720	APPROVED: REAL PROPERTIES	BY SLS/GB	DATE 6/21/12

CITY OF OXNARD, a municipal corporation (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of Ventura, State of California, described as follows:

A 6.00 FOOT WIDE STRIP OF LAND LYING WITHIN A PORTION OF SUBDIVISION 28 AS SHOWN AND DELINEATED ON A MAP ENTITLED "MAP OF RANCHO EL RIO DE SANTA CLARA O'LA COLONIA" PARTITIONED BY AN ORDER OF THE 1ST JUDICIAL DISTRICT COURT OF THE STATE OF CALIFORNIA AND FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION IS MORE PARTICULARLY DESCRIBED IN PARCEL 3 OF THE DEED TO THE GRANTOR HEREIN RECORDED ON MAY 22, 2002 AS DOCUMENT NO. 2002-0121329 OF OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER, THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF FIFTH STREET WITH THE CENTERLINE OF K STREET, AS SAID INTERSECTION IS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 24, PAGE 91 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE CENTERLINE OF K STREET, NORTH 00°00'45" EAST 554.00 FEET; THENCE SOUTH 89°59'15" EAST 40.00 FEET TO THE EASTERLY LINE OF K STREET AND THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 30°34'39" EAST 16.65 FEET; THENCE SOUTH 89°59'15" EAST 15.00 FEET TO A POINT OF ENDING.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINT AND TO TERMINATE NORTHWESTERLY IN SAID EASTERLY LINE.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

ATTACHMENT NO. 1
PAGE 1 OF 4

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this _____ day of ______________________, 20__.

GRANTOR

CITY OF OXNARD, a municipal corporation

____
Signature

Dr. Thomas E. Holden
Print Name

Mayor
Title

____
Signature

____
Print Name

____
Title

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

____
Dino J. LaBanca,
Real Properties Department

Date______________________________

State of California)
)
County of ____________________________)

On ________________ before me, ____, personally
(here insert name and title of the officer)

appeared____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature____

(This area for notary stamp)

State of California)
)
County of ____________________________)

On ________________ before me, ____, personally
(here insert name and title of the officer)

appeared____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature____

(This area for notary stamp)

State of California)
)
County of ____________________)

On ______________ before me, ____, personally
(here insert name and title of the officer)

appeared____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature______________________________

(This area for notary stamp)

ATTACHMENT NO. 1
PAGE 4 OF 4

DSR800905132
TD518929

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 13,961

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DECLARING THE FORMATION OF UNDERGROUND UTILITY DISTRICT NO. 19 AND ORDERING REMOVAL AND UNDERGROUNDING OF POLES, OVERHEAD WIRES AND ASSOCIATED OVERHEAD STRUCTURES ADJOINING THE FUTURE SITE OF CAMPUS PARK

WHEREAS, on April 19, 2011, the City Council conducted a public hearing to ascertain whether the public necessity, health, safety or welfare requires formation of an underground utility district for the removal of poles, overhead wires and associated overhead structures and equipment for supplying electric, communications, community antenna television, and similar associated services within the territory described in Exhibit A, and depicted in Exhibit B, which Exhibits are attached hereto and made a part hereof; and

WHEREAS, the City Clerk notified all affected property owners as shown on the last equalized assessment roll and utilities concerned by mail of the time and place of such hearing at least ten days prior to the date thereof; and

WHEREAS, prior to holding such public hearing, the city engineer consulted with all affected utilities and submitted a report at such hearing identifying the extent of such utilities' participation and estimates of the total costs to the city and affected property owners, and estimating the time required to complete the underground installation and removal of overhead facilities; and

WHEREAS, this project is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15302 of the State CEQA Guidelines (Class 2: replacement or reconstruction of existing facilities); and

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

1. The public necessity, health, safety or welfare require formation of an underground utility district for the removal of poles, overhead wires and associated overhead structures within the territory described in Exhibit A, and depicted in Exhibit B.

2. The undergrounding of utilities within the territory described in Exhibit A, and depicted in Exhibit B, is in the general public interest for the following reason:

The right-of-way adjoins or passes through a public recreation area.

3. The territory described in Exhibit A, and depicted in Exhibit B, is hereby declared to be Underground Utility District No. 19.

4. The city council hereby orders the removal of all existing overhead poles, wires, and associated overhead facilities within Underground Utility District No. 19 for supplying electric, communications or associated service within said District. Such underground installation and said removal of overhead facilities shall be accomplished, and affected property owners shall

have underground service available, no later than December 31, 2014.

5. Within ten days from the date hereof, the City Clerk shall notify all affected utilities and all persons owning real property within Underground Utility District No. 19 of the adoption of this resolution and that, except as provided in Section 6 of this resolution, if the affected property owners or any person occupying such property desire to continue to receive electric, communication, or similar or associated service, they or such occupant shall provide all necessary facility changes on their premises so as to receive such service from the lines of the supplying utility or utilities at a new location, subject to the applicable rules, regulations, and tariffs of the respective utility or utilities on file with the Public Utilities Commission. Such notice shall be made by mailing a copy of this resolution and of Article II of Chapter 21 of the City Code to affected property owners as such are shown on the last equalized assessment roll and to the affected utilities.

6. Pursuant to Southern California Edison's Rule 20 Tariff, Rule 20A funds will be used for the installation of no more than 100 feet of each customer's underground electric service lateral on private property, as well as the conversion of affected property owners meter panels from overhead to underground service. The cost of such meter conversions using Rule 20A funds shall be limited to existing meters, and shall not include permit fees or any upgrades requested by affected property owners.

7. Property owners shall grant each utility the necessary easements or land rights when it is necessary by the utilities to place their facilities on private property to complete the occasioned undergrounding.

8. Southern California Edison and all other affected utilities are hereby authorized to discontinue overhead service within Underground Utility District No. 19, subject to the provision of underground service as specified in this resolution.

APPROVED AND ADOPTED this 19th day of April, 2011, by the following vote:

AYES: Councilmembers Pinkard, Flynn and Ramirez.
NOES: None.
ABSENT: None.
ABSTAIN: Councilmembers Holden and MacDonald.

Dr. Irene G. Pinkard, Mayor Pro Tem

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

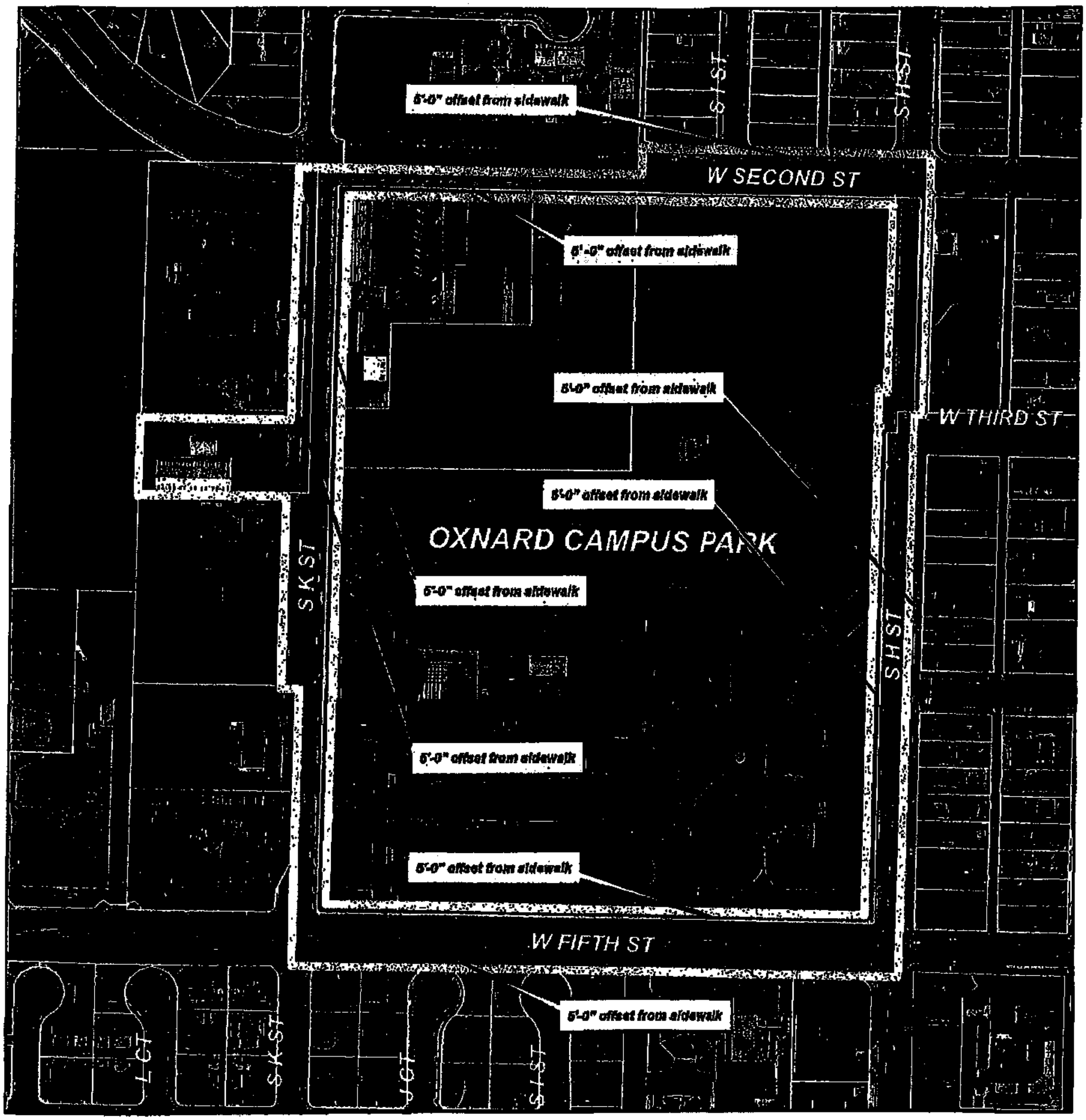
Exhibit A

Underground Utility District No. 19
Legal Description –Campus Park
937 West 5th Street

"That property bounded by Fifth Street, H Street, Second Street, and K Street, including the rights-of-way of said streets, all that portion of West Third Street lying westerly of "K" Street, and the southerly 20 feet of the property located AP# 202-0-010-630 also known as 309 South K. Street"

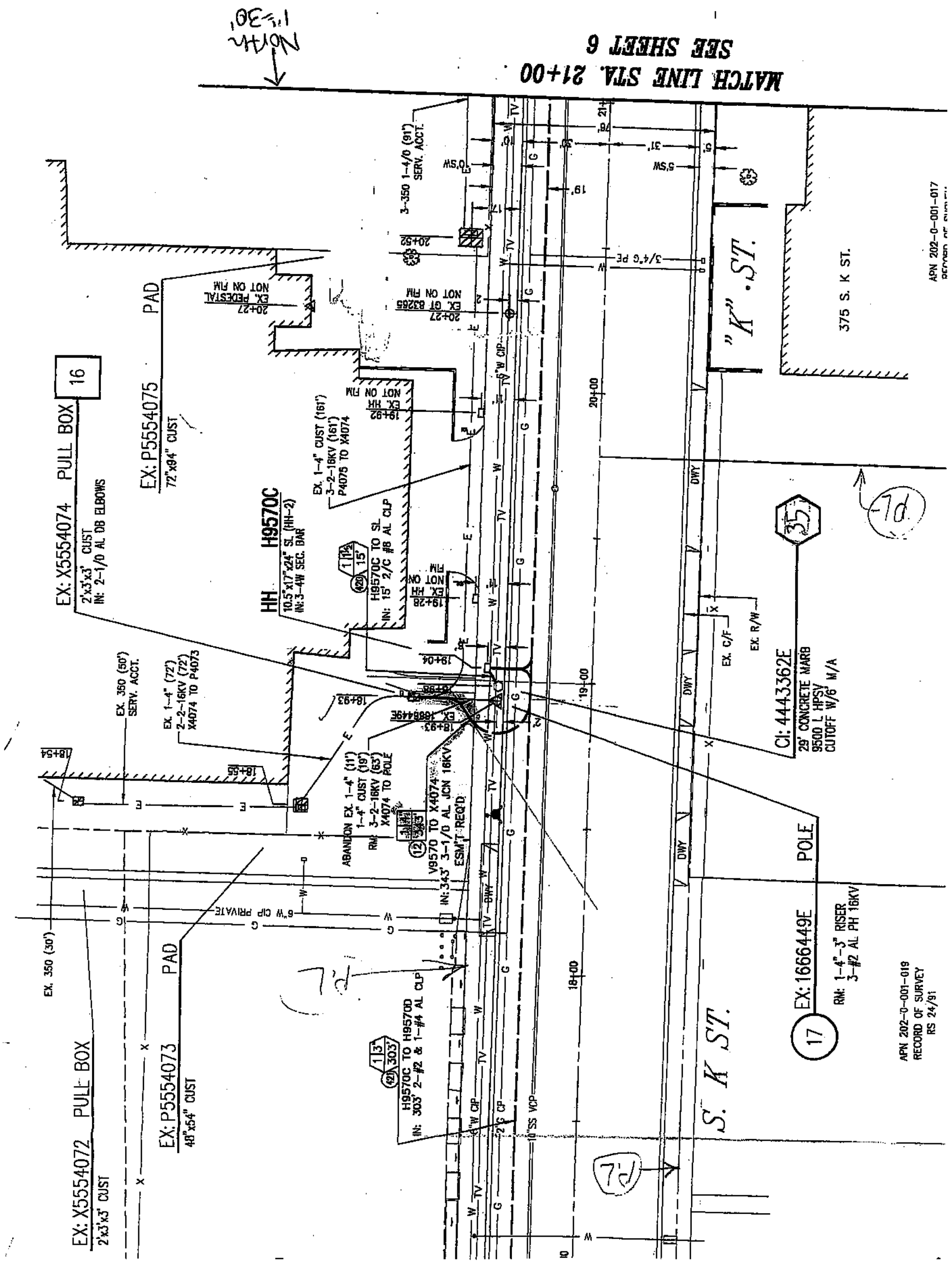
EXHIBIT B

CAMPUS PARK UNDERGROUND DISTRICT



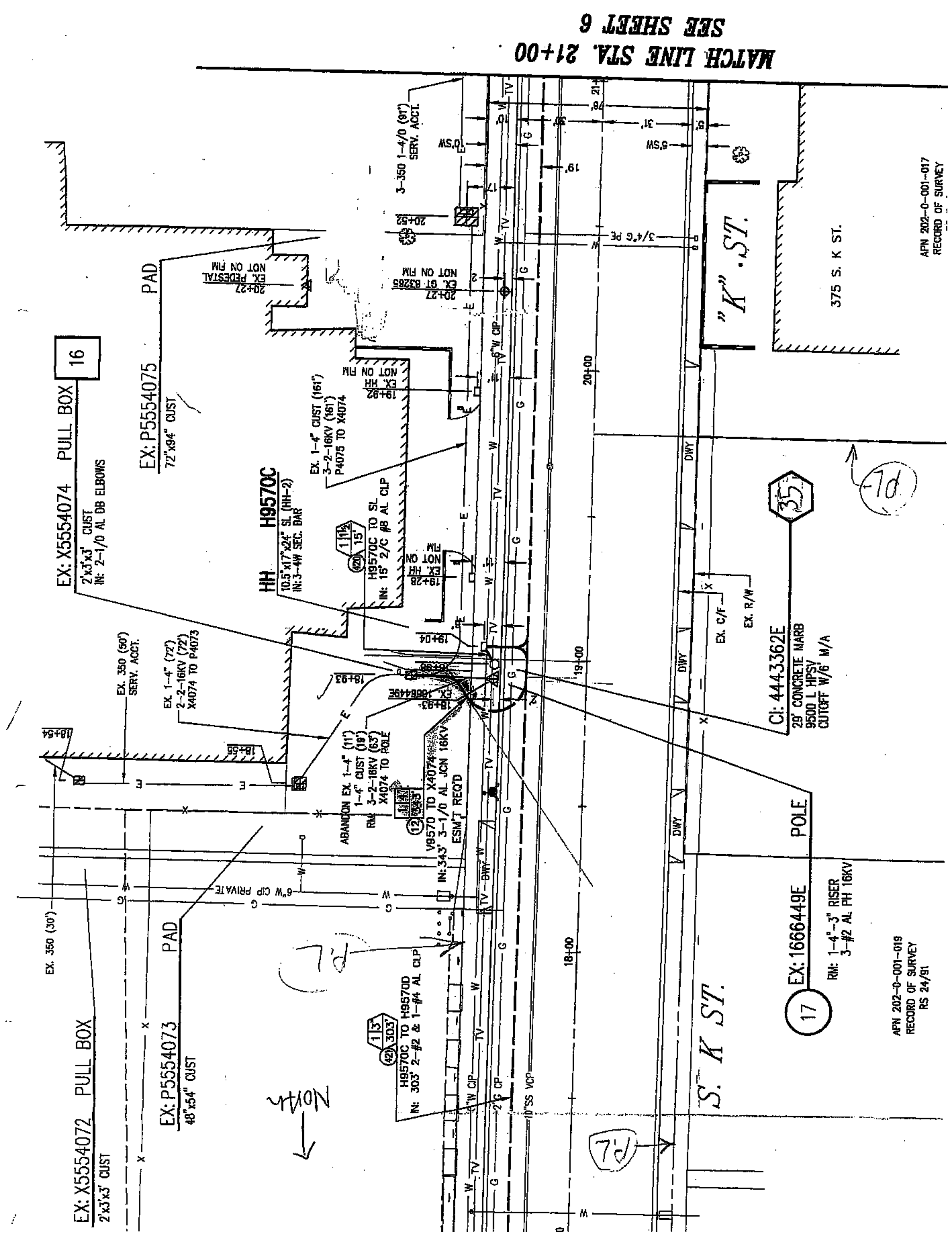
D:\PROJECTS\ReqMap\RalphAlamillo\CampusPark.pdf

ATTACHMENT NO. 2
PAGE 4 OF 4



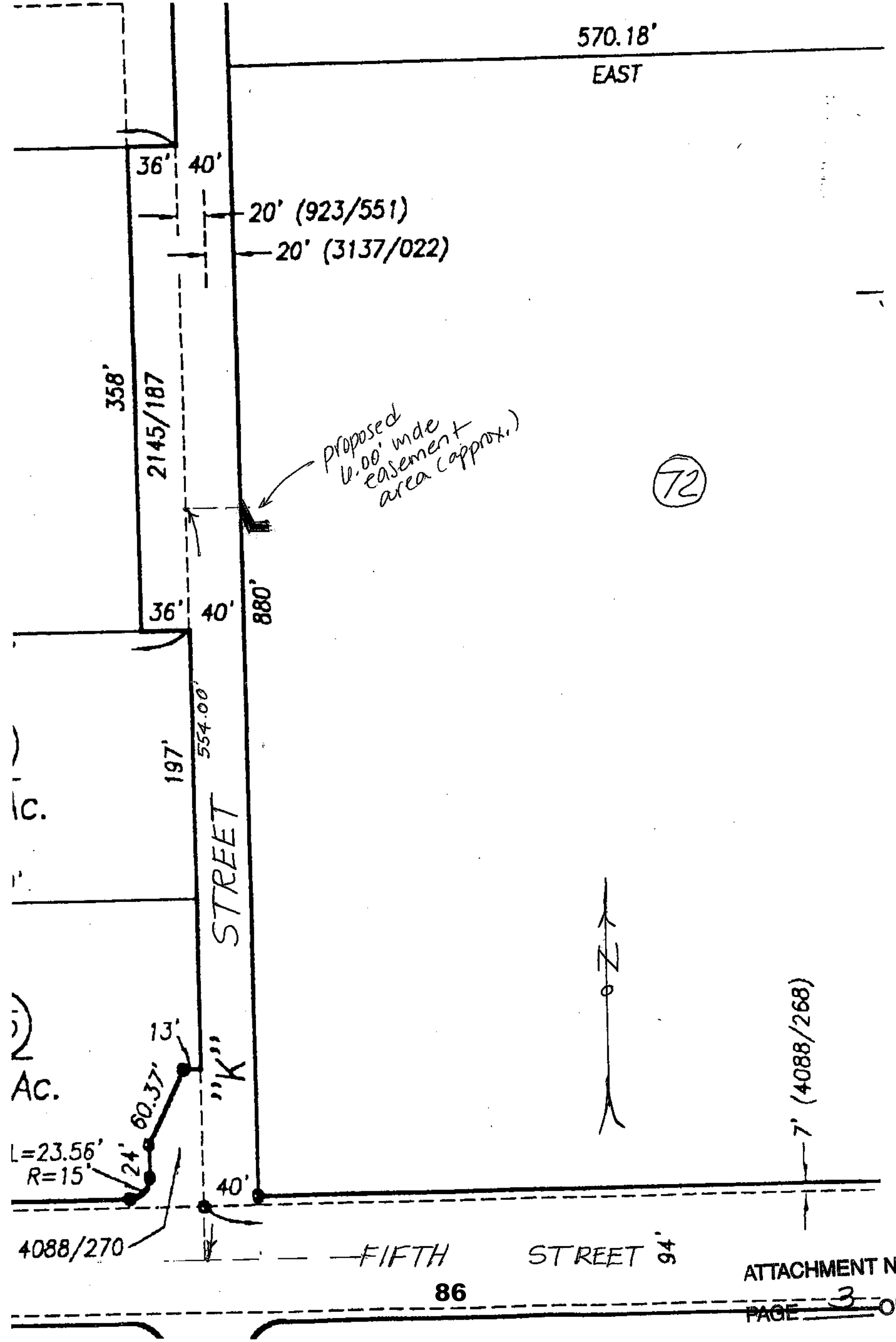
ATTACHMENT NO. 3

PAGE 1 OF 3



ATTACHMENT NO. 3

PAGE 2 OF 3



ATTACHMENT NO. 3

PAGE 3 OF 3

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 11/27/12

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

Prepared By: Danielle M. Navas *DNavas* Agenda Item No. I-7

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

DATE: October 30, 2012

TO: City Council

FROM: Danielle M. Navas, City Treasurer *Danielle M. Navas*

SUBJECT: Quarterly Investment Report for the First Quarter F/Y 2012-2013

RECOMMENDATION

That City Council accept the quarterly Investment Report for the First Quarter F/Y 2012-2013.

DISCUSSION

The City Treasurer will continue to provide this quarterly report to keep you informed of the status of the investment portfolio, however, it is no longer required by state law. This is one of many previously reimbursable state mandated items not required due to lack of state funding. The Investment Policy was presented to City Council with the Annual Report of Investment Policy on September 25, 2012. The City of Oxnard Treasurer's Office Market Report as of September 30, 2012 is provided as Attachment 1. The source of the market values is Sungard, the vendor of the City's investment reporting system. Investments in the City's portfolio meet the requirements of the City of Oxnard's adopted investment policy. Detailed information regarding individual investments is maintained in the City Treasurer's Office.

The following statistics provide a summary on the status of the portfolio as of September 30, 2012:

Original cost of investments	$ 118,997,729	Book Value
Total to be received at maturity	$ 119,000,000	Par Value
If sold on September 30, 2012	$ 119,609,500	Market Value
Gain/ (Loss) if sold on September 30, 2012	$ 611,771*	

*All investments purchased are held to maturity. Sufficient liquidity is maintained for unexpected needs so that sale of an investment is not necessary. Any gain or loss related to changing market value is only a "paper" gain or loss, not an increase or decrease in the funds of the City.

Total earnings (1st quarter)	$ 279,262	
Average yield (1st quarter)	.92%	(for the month .93%)
Average days to maturity (1st quarter)	756	(for the month 737 days)

The quarterly average yield on the portfolio was .92 percent compared with the Local Agency Investment Fund (LAIF) yield of .36 percent for the same period. The LAIF portfolio is comprised of public funds invested on a short-term basis with priority of safety first followed by need for liquidity and yield, the priorities of the City Treasurer's Investment Policy.

The federal funds rate remains unchanged at .00 to .25 percent.

In compliance with California Government Code section 53646, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's budgeted and anticipated expenditure requirements for the next six months.

FINANCIAL IMPACT

None at this time.

Attachment #1 –Investment Inventory as of September 30, 2012
Attachment #2 – Benchmark Rate Comparison

OXNARD

Inventory by Market Value

As Of Date: 09/30/2012

Date Basis: Settlement

City of Oxnard - Treasurer's Office

Inv. No.	Description	CUSIP	Purchase / Maturity	Coupon / YTM TR	Current Par /Share / Current Book	Market Value / Market Price	Curr Accr Int / Price Source
Inv Type: 12 FEDERAL HOME LOAN BANK BONDS							
16849	FHLB	313370KU1	08/16/2010	1.500000	2,000,000.00	2,041,860.00	10,250.00
			11/28/2014	1.500000	2,000,000.00	102.093000	SUNGARD
16862	FHLB	313370ZX9	09/20/2010	1.125000	2,000,000.00	2,022,280.00	687.50
			12/30/2013	1.125000	2,000,000.00	101.114000	SUNGARD
16867	FHLB	3133716T8	10/15/2010	1.500000	2,000,000.00	2,000,960.00	13,833.33
			04/15/2015	1.500000	2,000,000.00	100.048000	SUNGARD
16878	FHLB	313372QK3	02/17/2011	2.600000	2,000,000.00	2,122,480.00	8,955.56
			01/29/2016	2.600000	2,000,000.00	106.124000	SUNGARD
16897	FHLB	313374T42	07/29/2011	1.500000	2,000,000.00	2,017,400.00	5,166.67
			07/29/2015	1.500000	2,000,000.00	100.870000	SUNGARD
16913	FHLB	313378CB5	02/17/2012	.600000	2,000,000.00	2,011,800.00	2,033.33
			07/30/2015	.600000	2,000,000.00	100.590000	SUNGARD
16921	FHLB	313379B65	05/15/2012	.600000	2,000,000.00	2,001,040.00	4,533.33
			05/15/2015	.600000	2,000,000.00	100.052000	SUNGARD
16924	FHLB	313379J34	06/06/2012	1.150000	2,000,000.00	2,007,860.00	7,347.22
			06/06/2017	1.160322	1,999,000.00	100.393000	SUNGARD
			Subtotal	**1.321886**	**16,000,000.00**	**16,225,680.00**	**52,806.94**
				1.323175	**15,999,000.00**	**101.410500**	
Inv Type: 13 FEDERAL NATIONAL MORTGAGE ASSN							
16854	FNMA	31398A3G5	09/08/2010	1.500000	2,000,000.00	2,040,600.00	1,916.67
			09/08/2014	1.500000	2,000,000.00	102.030000	SUNGARD
16858	FNMA	3136FPEW3	09/16/2010	1.500000	2,000,000.00	2,049,200.00	8,750.00
			12/16/2014	1.500000	2,000,000.00	102.460000	SUNGARD
16860	FNMA	3136FPEX1	09/17/2010	1.125000	2,000,000.00	2,005,120.00	6,500.00
			12/17/2013	1.125000	2,000,000.00	100.256000	SUNGARD
16907	FNMA	3136FTFH7	10/26/2011	1.250000	2,000,000.00	2,001,300.00	10,763.89
			10/26/2015	1.250000	2,000,000.00	100.065000	SUNGARD
16910	FNMA	3136FTVJ5	12/28/2011	1.125000	2,000,000.00	2,005,380.00	5,812.50
			12/28/2016	1.125000	2,000,000.00	100.269000	SUNGARD
16914	FNMA	3136FTL98	02/22/2012	1.200000	2,000,000.00	2,008,640.00	2,600.00
			02/22/2017	1.200000	2,000,000.00	100.432000	SUNGARD
16919	FNMA	3135G0JQ7	04/04/2012	1.090000	2,000,000.00	2,008,180.00	10,718.33
			04/04/2016	1.090000	2,000,000.00	100.409000	SUNGARD
16923	FNMA	3136G0KQ3	05/25/2012	1.200000	2,000,000.00	2,017,400.00	8,400.00
			05/23/2017	1.200000	2,000,000.00	100.870000	SUNGARD
16931	FNMA	3136G0ZG9	08/28/2012	1.150000	2,000,000.00	2,010,580.00	2,108.33
			08/28/2017	1.150000	2,000,000.00	100.529000	SUNGARD

ATTACHMENT 1
PAGE 1 OF 4

Inventory by Market Value

As Of Date: 09/30/2012

Date Basis: Settlement

City of Oxnard - Treasurer's Office

Inv. No.	Description	CUSIP	Purchase / Maturity	Coupon / YTM TR	Current Par /Share / Current Book	Market Value / Market Price	Curr Accr Int / Price Source
			Subtotal	**1.237778**	**18,000,000.00**	**18,146,400.00**	**57,569.72**
				1.237778	**18,000,000.00**	**100.813333**	
Inv Type: 17 FEDERAL FARM CREDIT BANK BONDS							
16905	FFCB	31331KG61	10/19/2011	1.290000	2,000,000.00	2,000,880.00	11,610.00
			10/19/2015	1.290000	2,000,000.00	100.044000	SUNGARD
16908	FFCB	31331KL24	10/26/2011	1.540000	2,000,000.00	2,002,020.00	13,261.11
			10/26/2016	1.540000	2,000,000.00	100.101000	SUNGARD
16911	FFCB	31331K5T3	01/11/2012	1.020000	2,000,000.00	2,004,280.00	4,533.33
			01/11/2016	1.020000	2,000,000.00	100.214000	SUNGARD
16918	FFCB	3133EAJW9	04/02/2012	.740000	2,000,000.00	2,005,160.00	7,358.89
			04/02/2015	.740000	2,000,000.00	100.258000	SUNGARD
16920	FFCB	3133EAPB8	05/02/2012	1.230000	2,000,000.00	2,009,340.00	10,181.67
			05/02/2017	1.230000	2,000,000.00	100.467000	SUNGARD
16925	FFCB	3133EATT5	06/12/2012	1.100000	2,000,000.00	2,000,100.00	6,661.11
			06/12/2017	1.100000	2,000,000.00	100.005000	SUNGARD
16928	FFCB	3133EAP28	08/22/2012	1.100000	2,000,000.00	2,011,140.00	2,383.33
			08/22/2017	1.100000	2,000,000.00	100.557000	SUNGARD
16929	FFCB	3133EAP28	08/22/2012	1.100000	2,000,000.00	2,011,140.00	2,383.33
			08/22/2017	1.100000	2,000,000.00	100.557000	SUNGARD
16930	FFCB	3133EAN95	08/23/2012	1.120000	2,000,000.00	2,002,260.00	2,364.44
			08/23/2017	1.120000	2,000,000.00	100.113000	SUNGARD
			Subtotal	**1.137778**	**18,000,000.00**	**18,046,320.00**	**60,737.21**
				1.137778	**18,000,000.00**	**100.257333**	
Inv Type: 23 OTHER GOVERNMENT AGENCIES							
16906	FHLMC	3134G2Y89	10/24/2011	1.000000	2,000,000.00	2,000,740.00	8,722.22
			04/24/2015	1.000000	2,000,000.00	100.037000	SUNGARD
16912	FHLMC	3134G3GP9	01/11/2012	1.250000	2,000,000.00	2,005,960.00	5,555.56
			01/11/2017	1.250000	2,000,000.00	100.298000	SUNGARD
16915	FHLMC	3134G3PE4	02/24/2012	.850000	2,000,000.00	2,000,000.00	1,747.22
			02/24/2016	.850000	2,000,000.00	100.000000	UPRICE
16922	FHLMC	3134G3UQ1	05/15/2012	1.150000	2,000,000.00	2,014,640.00	8,688.89
			05/15/2017	1.150000	2,000,000.00	100.732000	SUNGARD
16927	FHLMC	3134G3ZR4	08/07/2012	1.000000	2,000,000.00	2,001,480.00	3,000.00
			08/07/2017	1.000000	2,000,000.00	100.074000	SUNGARD
			Subtotal	**1.050000**	**10,000,000.00**	**10,022,820.00**	**27,713.89**
				1.050000	**10,000,000.00**	**100.228200**	
Inv Type: 81 MUNICIPAL BONDS							
16873	MUNI	544587US5	11/23/2010	3.185000	1,000,000.00	1,000,000.00	13,270.83

OXNARD

Inventory by Market Value

As Of Date: 09/30/2012

Date Basis: Settlement

City of Oxnard - Treasurer's Office

Inv. No.	Description	CUSIP	Purchase / Maturity	Coupon / YTM TR	Current Par /Share / Current Book	Market Value / Market Price	Curr Accr Int / Price Source
			11/01/2013	3.185000	1,000,000.00	100.000000	BOOK
			Subtotal	**3.185000**	**1,000,000.00**	**1,000,000.00**	**13,270.83**
				3.185000	**1,000,000.00**	**100.000000**	
Inv Type: 85 DEPOSIT NOTES							
16844	MTN	36962G4L5	07/08/2010	3.500000	2,000,000.00	2,130,920.00	17,888.89
			06/29/2015	3.500000	2,000,000.00	106.546000	SUNGARD
16868	MTN	931142CX9	10/25/2010	1.500000	2,000,000.00	2,063,280.00	13,000.00
			10/25/2015	1.510420	1,999,300.66	103.164000	SUNGARD
			Subtotal	**2.500175**	**4,000,000.00**	**4,194,200.00**	**30,888.89**
				2.505384	**3,999,300.66**	**104.855000**	
Inv Type: 86 DEPOSIT NOTES QUARTERLY							
16932	MTN	36962G5Y6	06/07/2012	1.500000	2,000,000.00	1,974,080.00	2,583.33
			05/30/2017	1.506253	1,999,428.05	98.704000	SUNGARD
			Subtotal	**1.500000**	**2,000,000.00**	**1,974,080.00**	**2,583.33**
				1.506253	**1,999,428.05**	**98.704000**	
Inv Type: 99 PASSBOOK INTEREST							
16434	LOCAL AGENCY INVEST		07/01/2002	.360000	50,000,000.00	50,000,000.00	46,000.03
			10/01/2012	.360000	50,000,000.00	100.000000	BOOK
			Subtotal	**.360000**	**50,000,000.00**	**50,000,000.00**	**46,000.03**
				.360000	**50,000,000.00**	**100.000000**	
Grand Total			**Count 36**	.912555	119,000,000.00	119,609,500.00	291,570.84
				.913008	118,997,728.71	100.512185	

***Includes Accrued Discount:** **$328.71**

Earned Interest Yield This Period: **0.93%**

"Per Government Requirements, there are adequate funds available to meet budgeted and actual expenses for the next thirty days"

OXNARD

Inventory by Market Value

As Of Date: 09/30/2012

Date Basis: Settlement

Run: 10/03/2012 12:02:46 PM

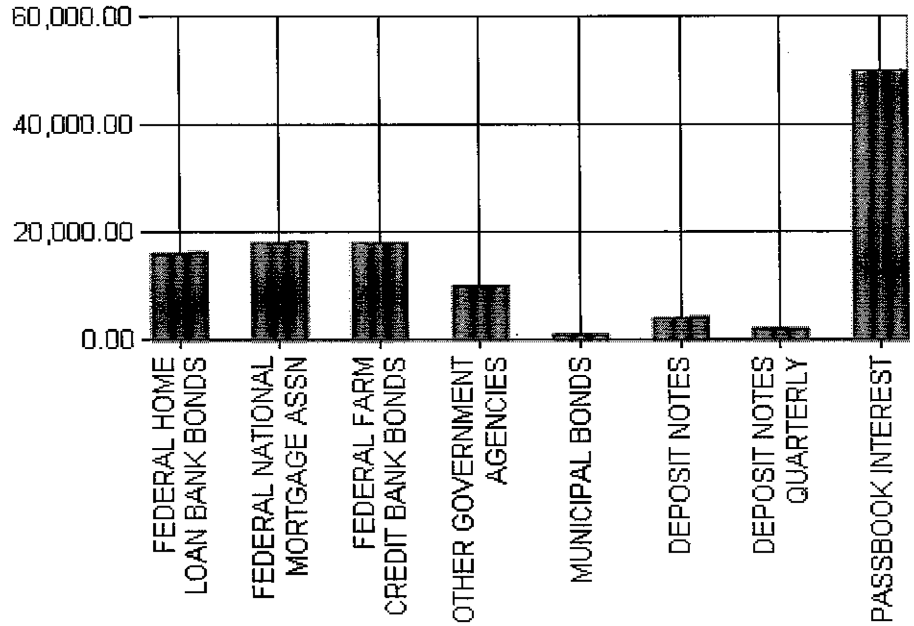
Reporting Currency: Local

City of Oxnard

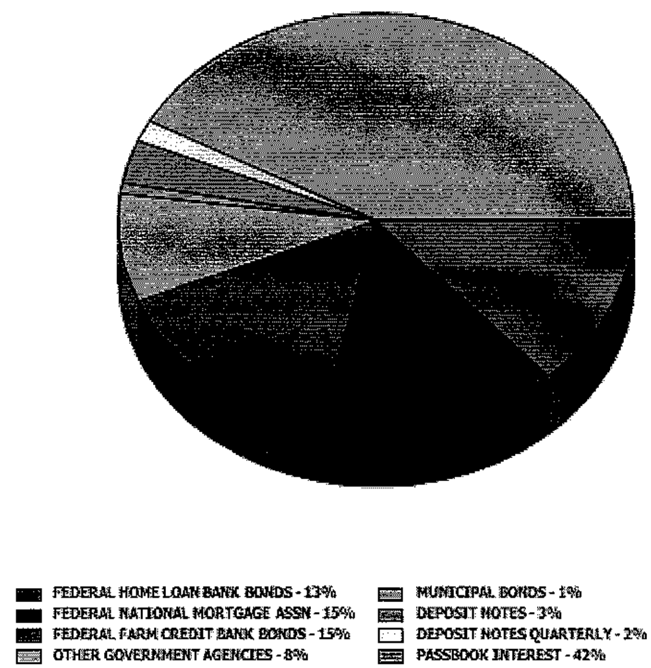
Assets (000's)	Current Par	Current Book	Market	MKT/Book	Yield
FEDERAL HOME LOAN BANK BONDS	16,000,000.00	15,999,000.00	16,225,680.00	101.42%	1.32%
FEDERAL NATIONAL MORTGAGE ASSN	18,000,000.00	18,000,000.00	18,146,400.00	100.81%	1.24%
FEDERAL FARM CREDIT BANK BONDS	18,000,000.00	18,000,000.00	18,046,320.00	100.26%	1.14%
OTHER GOVERNMENT AGENCIES	10,000,000.00	10,000,000.00	10,022,820.00	100.23%	1.05%
MUNICIPAL BONDS	1,000,000.00	1,000,000.00	1,000,000.00	100.00%	3.19%
DEPOSIT NOTES	4,000,000.00	3,999,300.66	4,194,200.00	104.87%	2.51%
DEPOSIT NOTES QUARTERLY	2,000,000.00	1,999,428.05	1,974,080.00	98.73%	1.51%
PASSBOOK INTEREST	50,000,000.00	50,000,000.00	50,000,000.00	100.00%	0.36%
Totals	119,000,000.00	118,997,728.71	119,609,500.00	100.51%	0.91%

Asset Allocation

($,000)



CURRENT PAR%



92

ATTACHMENT 1
PAGE 4 OF 4

CITY OF OXNARD BENCHMARK COMPARISON
VS. LAIF AND 2-YR TREASURIES
as of September 30, 2012

FISCAL YEAR		CITY	LAIF	2 YR TREASURY
2006/07	12 mo avg	4.24	5.11	4.81
2007/08	12 mo avg	4.68	3.11	3.08
2008/09	12 mo avg	3.79	2.16	1.51
2009/10	12 mo avg	2.34	0.65	0.86
2010/11	12 mo avg	2.02	0.49	0.55
2011/12	12 mo avg	1.34	0.38	0.28
2012/13	12 mo avg	0.92	0.36	0.41
SUBTOTAL - 7 Years		**19.33**	**12.26**	**11.50**
Annual Average (7 years)		**2.77**	**1.76**	**1.65**
Quarterly Average FY 2011-12		*CITY*	*LAIF*	*2 YR TREAS*
	First Quarter	*0.92*	*0.36*	*0.41*
	Second Quarter			
	Third Quarter			
	Fourth Quarter			
		0.92	*0.36*	*0.41*

CITY = CITY OF OXNARD
LAIF = STATE LOCAL AGENCY INVESTMENT FUND
2 YR TREASURY = U S GOVERNMENT TREASURY BILLS - 2 YR MATURITY

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 11 / 27 / 2012

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

Prepared By: Susan L. Martin, AICP, Planning Manager SM Agenda Item No. I-8

Reviewed By: City Manager KB City Attorney SMF Finance JL Other

DATE: October 29, 2012

TO: City Council

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

SUBJECT: **Second Amendment to Agreement with Kathleen Mallory for Planning Services and Energy Consulting Project Management Services.**

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the second amendment to the agreement with Kathleen Mallory, Planning and Entitlement Services, to increase the amount by $150,000 (for a total of $400,000) for planning services and energy consulting project management services (Agreement No. 4950-09-DS).

DISCUSSION

Agreement No. 4950-09-DS was approved in December 2009 with Kathleen Mallory to assist both the Planning Division and the Public Works Department with processing of discretionary development projects, environmental analysis, and project management services for energy efficiency grant programs, studies, and capital improvement projects associated with the U.S. Department of Energy (DOE) American Recovery and Reinvestment Act of 2009 Energy Efficiency Conservation Block Grant (EECBG) program. The first amendment extended the term of the agreement to December 31, 2012.

The second amendment will increase the cost and extend the term of the agreement to December 31, 2013. Within the scope of services, the primary focus is Ms. Mallory's role as project manager for the completion of the energy efficiency improvement projects, which are part of the City's plan for the Energy Resource Alternatives Program under the DOE's EECBG program, as approved by City Council on June 16, 2009.

The cost for project management services related to the energy programs is funded by Southern California Edison (SCE) on a reimbursement basis. Much of the costs for planning services related to development projects are funded by developer deposits and planning fees.

FINANCIAL IMPACT

The cost of the agreement is increased by $150,000 for a total of $400,000. The additional work will be funded by a combination of developer deposits and fees, SCE energy programs, and the general fund.

MGW/sm

Attachment #1 - Second Amendment to Agreement No. 4950-09-DS

Agreement No. 4950-09-DS

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 29th day of October, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Kathleen M. Mallory, Planning and Environmental Services ("Consultant"). This Second Amendment amends the Agreement entered into on December 8, 2009, by City and Consultant. The Agreement previously has been amended on December 12, 2011, by a First Amendment.

City and Consultant agree as follows:

1. Section 1 of the Agreement, Scope of Services, is amended to include the services set forth in Exhibit A1, attached hereto and incorporated in full herein by this reference.

2. In Section 12 of the Agreement, the date "December 31, 2012" shall be deleted and replaced with the date "December 31, 2013".

3. Subsection a of section 14 of the Agreement is amended as follows:

   a. The figure "$250,000.00" is replaced by the figure "$400,000.00".

   b. Exhibit C is supplemented by Exhibit C1, attached hereto and incorporated herein by this reference.

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

CITY OF OXNARD	CONSULTANT
	Kathleen M Mallory
Dr. Thomas E. Holden, Mayor	Kathleen M. Mallory, AICP
ATTEST:	APPROVED AS TO INSURANCE:
Daniel Martinez, City Clerk	James Cameron, Risk Manager
APPROVED AS TO FORM:	APPROVED AS TO AMOUNT:
	Karen R. Burnham
Alan Holmberg, City Attorney	Karen R. Burnham Interim City Manager

APPROVED AS TO CONTENT:

Matthew Winegar
Development Services Director

APPROVED AS TO CONTENT:

Susan L. Martin, AICP
Planning Manager

EXHIBIT A1
Scope of Services

Consultant, Kathleen Mallory, as the Project Manager, shall assist the City of Oxnard on the following tasks:

Planning Services:

- Processing of discretionary and ministerial development projects, including but not limited to: General Plan Amendments, Local Coastal Program Amendments, Specific Plans and Amendments, Zone Changes, Zone Text and Map Amendments, Special Use Permits, and Coastal Development Permits.
- Analysis and updating of City ordinances.
- Environmental analysis and assignments, including but not limited to: Initial Studies and Mitigated Negative Declarations; and management of consultant's selected to prepare Environmental Impact Reports (EIR's) and/or Environmental Impact Statements (EIS's).
- Function as the project manager or staff planner on development projects.
- Prepare Planning Commission, City Council, Development Advisory Committee, and Development Design Review reports.
- Preparation of grants and grant management.
- Project manager for energy related planning studies and analysis.
- Perform other services as assigned and directed by the Planning Manager and/or Development Services Director related to other City activities or departments.

Energy Consulting Project Management Services:

- Project Manager for Southern California Edison (SCE) Flight 5.6 Strategic Planning Grant.
  - Management of the City and Community Energy Action Plan, via the Planning Division;
  - Management of the Utility Management Software system, via the Planning Division; and
  - Related tasks to support these work efforts

- Energy Project Manager to:
  - Determine building energy efficiency;
  - Develop and assist in the implementation of programs to enhance

City and community energy efficiency;
  - Research concerning incentives available to support City and community energy efficiency;
  - Project management providing research, analysis, and completion of applications for funding opportunities pertaining to City and community energy reduction; and

- Project Manager for the Energy Efficiency Conservation Block Grant (EECBG) project;

- Waste-to-energy research and project management;

- Project Manager for Power Purchase Agreement (PPA) for energy contracting associated with installation of photovoltaic equipment on city facilities and properties;

- Energy efficiency, project management, and coordination for the City's Wastewater Treatment Facility;

- Preparation of grants and grant management;

- Project Manager for energy efficiency studies and analysis;

- Perform other services as assigned and directed by the Planning Manager and/or Development Services Director related to other City activities or departments.

EXHIBIT C1
Rates

Consultant, Kathleen Mallory (Project Manager) and associated sub-consultants shall perform professional planning and grant management services for the City of Oxnard Planning Division at the following hourly rates, on an as needed basis:

Project Manager/Principal Planner	$82.00
Project Manager/Principal Planner – grant funded projects as stipulated in the grant contract	$105.00 or
Associate Planner	$78.00

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 11 / 27 / 12

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

Prepared By: Jason M. Samonte Agenda Item No. I-9

Reviewed By: City Manager City Attorney Finance Development Services Director

DATE: October 29, 2012

TO: City Council

FROM: Jason M. Samonte, Traffic Engineer
Development Services Department

SUBJECT: **Relinquishment Agreement with Caltrans for State Routes (SR) 1, 34 & 232**

RECOMMENDATION

That City Council approve and authorize the Mayor to approve the cooperative agreement with Caltrans that will result in the City taking ownership of State Routes 1 (Oxnard Boulevard), 34 (East Fifth Street) and 232 (Vineyard Avenue) within the City limits, and give authority to the City Manager to approve minor agreement modifications.

DISCUSSION

The City Council has a long standing policy of seeking to enter into a cooperative agreement with Caltrans for the transfer of State Route (SR) 1, Oxnard Boulevard between Pleasant Valley Road and the 101/Ventura Freeway; SR 34, Fifth Street between Oxnard Boulevard and Rive Avenue; and SR 232, Vineyard Avenue between Oxnard Boulevard and the 101/Ventura Freeway, from the State of California to the City of Oxnard.

The execution of this agreement will allow the City to assume permit authority over the streets, sidewalks, driveways and medians. The transfer will also facilitate the implementation of the Intelligent Transportation System (ITS).

FINANCIAL IMPACT

The cost associated with the agreement to construct improvements necessary to bring these roadways up to City Standards is estimated at $15 million. These improvements are primarily related to East Fifth Street between Rose Avenue and Mountain View Avenue. The money to construct improvements will come mainly from development fees, or grant funding. Annual operations and maintenance (O&M) costs are estimated at $100,000.Caltrans has budgeted $1M in the State FY 2012-13 budget for a one time transfer to the City, which may be allocated to future O&M costs. Additionally O&M cost are eligible for gas tax funding. It is not anticipated that general funds will be required for future improvements or O&M costs.

JMS/jms

Attachment #1 - Co Operative Agreement Relinquishing SR 1, 34, and 232

07-VEN-1-PM 15.1/21.1
07-VEN-34-PM 4.3/6.3
07-VEN-232-PM 0.0/0.4
Relinquishment of Route 1, 34 & 232
07223 – 4T6500

District Agreement No. 07-4870

RELINQUISHMENT AGREEMENT

This Agreement, entered into effective on ________________, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "CALTRANS", and the

CITY OF OXNARD, a body politic and a municipal corporation of the State of California, referred to herein as "CITY".

RECITALS

1. CALTRANS and CITY, pursuant to Streets and Highways Code sections 73 and SB 1366, are authorized to enter into a Cooperative Agreement in order to relinquish to CITY a portion of a State Highway within CITY's jurisdiction.

2. CALTRANS intends to relinquish to CITY that portion of State Route 1 (SR 1) from Pleasant Valley Road to Route 101, State Route 34 (SR 34) from Oxnard Boulevard to Rice Road and State Route 232 (SR 232) from Oxnard Boulevard to Route 101 as shown in Exhibit A, attached to and made a part of this Agreement, referred to hereinafter as "RELINQUISHED FACILITIES". This relinquishment is based on SB 1366 CITY is willing to accept said RELINQUISHED FACILITIES upon approval by the California Transportation Commission (CTC) of a Resolution of Relinquishment and CALTRANS's recording of said Resolution in the County Recorder's Office.

3. CALTRANS and CITY agree that RELINQUISHED FACILITIES are currently in a state of good repair. CALTRANS and CITY have negotiated an understanding that CITY will accept and assume full maintenance, ownership, responsibility, control and liability in perpetuity over the RELINQUISHED FACILITIES in exchange for the payment of $1,000,000 or some other allocation made by CTC deemed to be in the best interest for CALTRANS.

4. Funds may not be available at the time of the CTC's Resolution of Relinquishment due to budgetary constraints. However, CALTRANS will make requests for allocation of $1,000,000 to CITY by the CTC when the funds become available.

5. The parties hereto intend to define herein the terms and conditions under which RELINQUISHED FACILITIES is to be accomplished.

SECTION I

CITY AGREES:

1. Execution of this Agreement constitutes CITY's waiver of CALTRANS's obligation to provide ninety (90) days prior notice of CALTRANS's "Intention to Relinquish" as set forth in Streets and Highways Code section 73.

2. To accept that allocation, determined by the CTC to be in the best interest of CALTRANS, as CALTRANS's only payment obligation for this RELINQUISHED FACILITIES.

3. Even if funds are not available with CALTRANS at the time of resolution of relinquishment by CTC, to accept RELINQUISHED FACILITIES immediately upon recordation of CTC's Resolution in the County Recorder's Office and defer the receipt of

payment for RELINQUISHED FACILITIES to a date when funding becomes available.

4. To accept ownership, including all of CALTRANS's current obligations, rights, title and interest in RELINQUISHED FACILITIES upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office and to thereafter operate, maintain, and be liable for RELINQUISHED FACILITIES at no additional cost to CALTRANS.

5. To accept RELINQUISHED FACILITIES in their current environmental condition and setting, including, but not limited to, the presence of hazardous materials as described in the Memorandum issued by Department of Transportation, OEECS-Hazardous Waste Branch, on June 27, 2012 titled Hazardous Waste Assessment. CITY has received and reviewed a copy of the above-referenced Memorandum. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, CALTRANS will not be responsible for any present or future remediation of said hazardous materials.

6. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, CITY agrees to make all necessary changes of ownership of utility accounts with the utility companies applicable to RELINQUISHED FACILITIES, as shown on Exhibit B, attached to and made a part of this Agreement.

SECTION II

CALTRANS AGREES:

1. To relinquish, upon the approval of the CTC's Resolution of Relinquishment, the RELINQUISHED FACILITIES.

2. Funds may not be available at the time of the CTC's Resolution of Relinquishment due to budgetary constraints and therefore CALTRANS will make requests for allocation of $1,000,000 to CITY by the CTC when the funds become available with the expectation that CTC will determine that this or some other allocation is in the best interest of CALTRANS.

3. To submit the CTC Resolution of Relinquishment to the County Recorder's Office for recording.

4. To pay CITY, within thirty (30) days of approval of funding by CTC, the amount of $1,000,000 or any other allocation approved by the CTC. The payment of those funds will represent CALTRANS's only payment obligation for the purpose of the RELINQUISHED FACILITIES.

5. To transfer to CITY, within sixty (60) days of the recordation of the CTC's Resolution of Relinquishment, copies of all available CALTRANS records and files for RELINQUISHED FACILITIES, including, but not limited to, plans, survey data and right of way information.

6. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, CITY agrees to make all necessary changes of ownership of utility accounts with the utility companies applicable to RELINQUISHED FACILITIES, as shown on Exhibit B, attached to and made a part of this Agreement.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of any funds by the CTC.

2. CITY shall fully defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including, but not limited to, claims or lawsuits related to the presence of hazardous materials as described in the Memorandum issued by Department of Transportation, OEECS-Hazardous Waste Branch, on June 27, 2012 titled Hazardous Waste Assessment, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred on or arise after the date of the recordation of the CTC's Resolution of Relinquishment.

3. CALTRANS shall fully defend, indemnify and save harmless CITY and all its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including, but not limited to, claims or lawsuits related to the presence of hazardous materials as described in the Memorandum issued by Department of Transportation, OEECS-Hazardous Waste Branch, on June 27, 2012 titled Hazardous Waste Assessment, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred or arose before the date of recordation of the CTC's Resolution of Relinquishment.

4. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under this Agreement.

5. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority or jurisdiction conferred

upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify and save harmless CITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.

6. No alteration of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

7. This Agreement shall terminate upon recordation of the CTC's Resolution of Relinquishment for RELINQUISHED FACILITIES in the County Recorder's Office and payment by CALTRANS of $1,000,000 or any other allocation by CTC to CITY,except for those provisions which relate to indemnification, ownership, operation, and maintenance, which shall remain in effect until terminated or modified in writing by mutual agreement.

SIGNATURES

PARTIES declare that:

1. Each PARTY is an authorized legal entity under California state law.
2. Each PARTY has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: ______________________
MICHAEL MILES
District Director

APPROVED AS TO FORM AND PROCEDURE:

____
Attorney
Department of Transportation

CERTIFIRED AS TO FUNDS

____
PAUL T. KWONG,
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

____
Accounting Administrator

CITY OF OXNARD

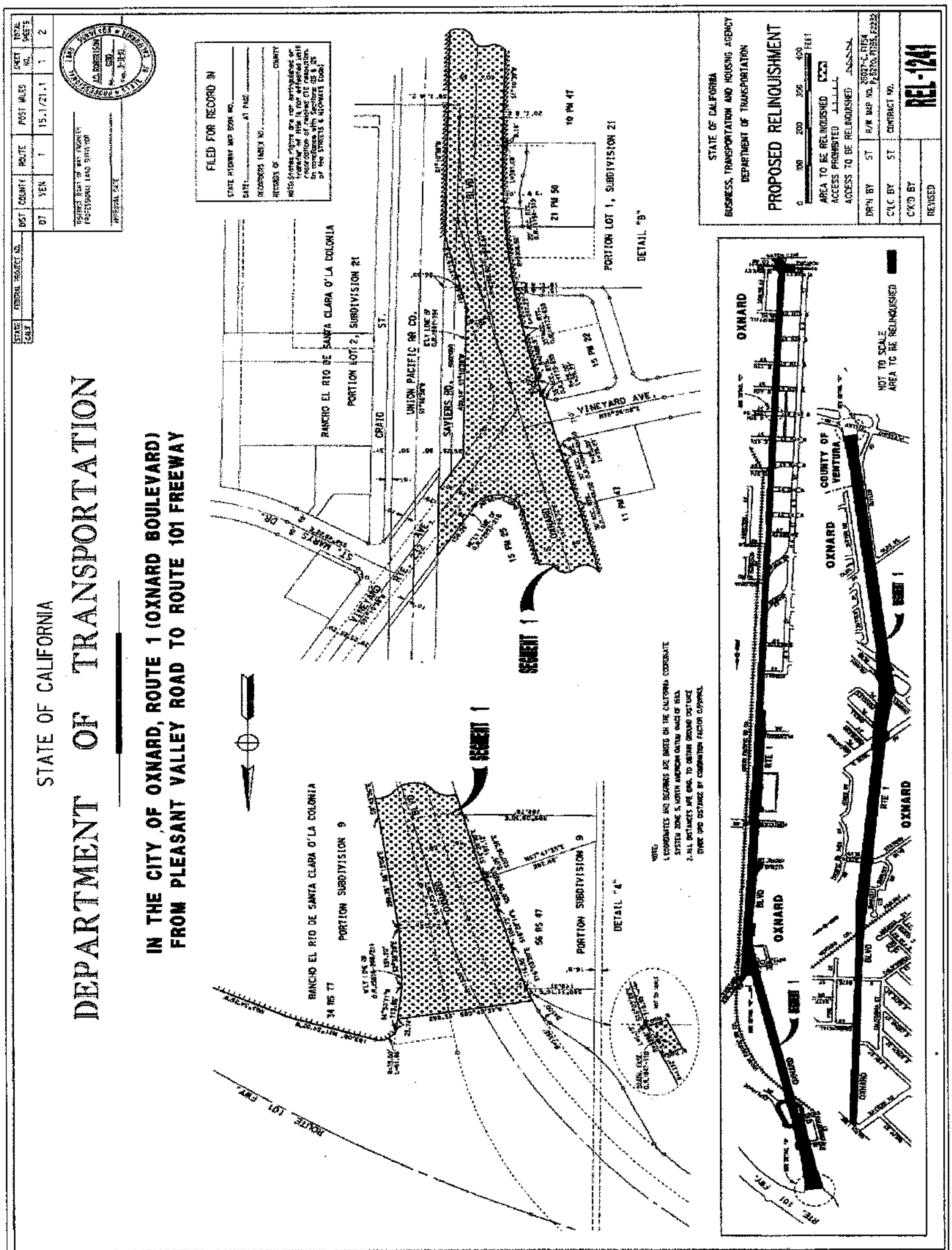
By: ______________________
DR. THOMAS E. HOLDEN, Mayor

Attest: ______________________
DANIEL MARTINEZ, City Clerk

APPROVED AS TO FORM AND PROCEDURE:

____
ALAN HOLMBERG, City Attorney

EXHIBIT "A" – Relinquishment Map – SR 1



ATTACHMENT 1

PAGE 7 OF 13

Exhibit "A"
1 of 4

EXHIBIT "A" – Relinquishment Map – SR 1

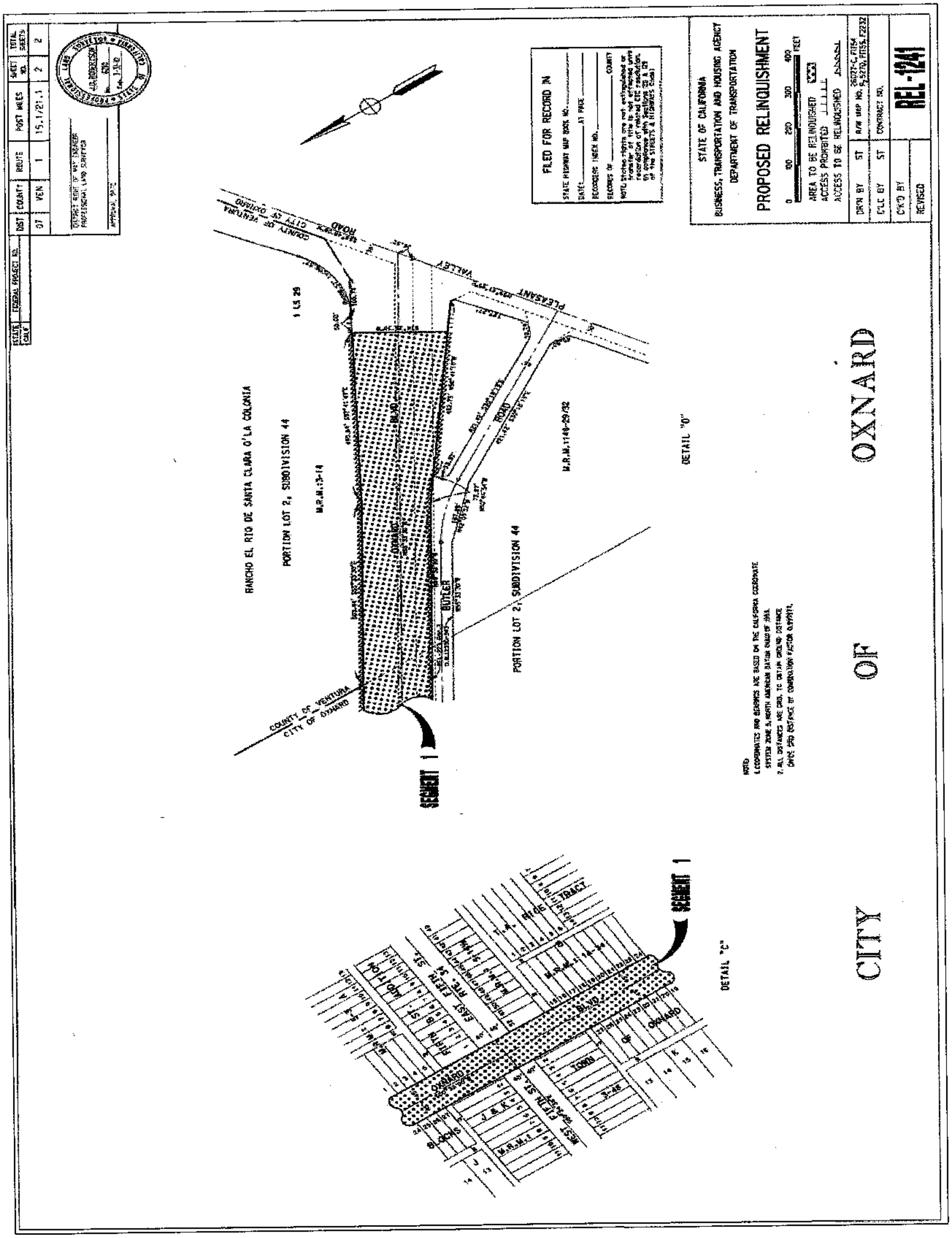


EXHIBIT "A" – Relinquishment Map – SR 34

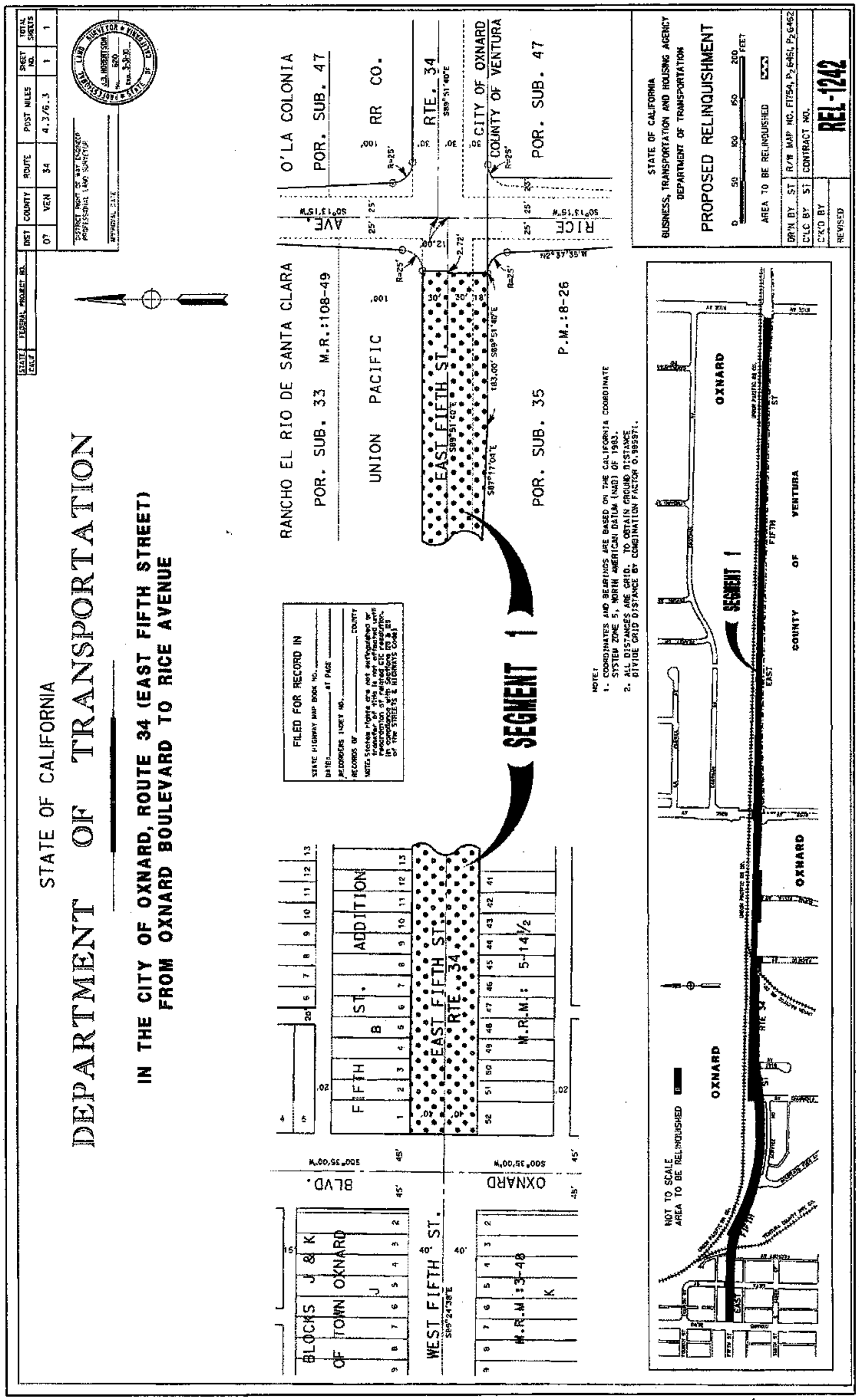


Exhibit "A"
3 of 4

ATTACHMENT 1
PAGE 9 OF 13

EXHIBIT "A" – Relinquishment Map – SR 232

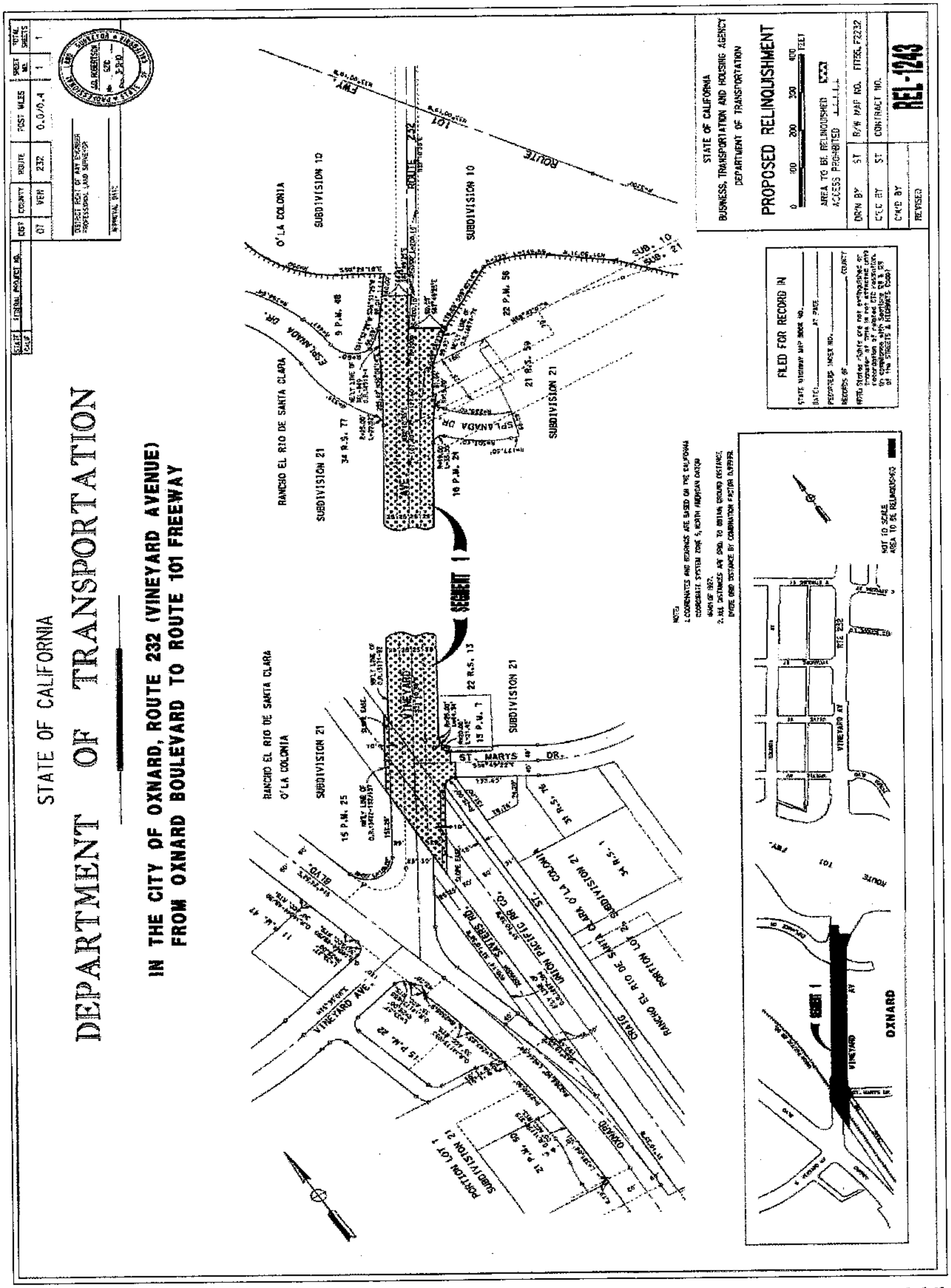


Exhibit "A"
4 of 4

EXHIBIT "B"
Relinquishment of traffic signals on State Route 1
From State to the City of Oxnard
Effective the date of recording of Relinquishment No 1241

Rte	PM	Location	Service Address	CT E#	Type of Equip	Meter #	Acct. #
1	16.123	Oxnard Bl.@Rose Av.	Rose Av @ Oxnard	E1390	Signal	8-917888	Oxnard
1	16.710	Oxnard Bl.@ Statham Bl Rose Av.	1993 S.Oxnard Bl.	E0707	Signal	203-3957	Oxnard
1	17.020	Oxnard Bl. @ Date St	518 1/2 E.Date	E0853	Signal	53-95322	Oxnard
1	17.660	Oxnard Bl. @Savier/Wooley	117 1/2 Wooley Rd.	E0099	Signal	3-119307	Oxnard
1	17.660	Oxnard Bl. @Savier/Wooley		EM130	Signal	3-119307	Oxnard
1	17.980	Oxnard Bl. @ 7th	109 1/2 w 7th	E0105	Signal	53-93443	Oxnard
1	18.070	Oxnard Bl. @ 6th St	109 1/2 w 6th St	E0639	Signal	203-6501	Oxnard
1	18.150	Oxnard Bl. @ 5th St	445 1/2 S. Oxnard Bl	E0104	Signal	203-11226	Oxnard
1	18.260	Oxnard Bl. @ 4th St	129 1/2 w 4th St	E0319	Signal	203-6500	Oxnard
1	18.440	Oxnard Bl. @ 2nd St	115 1/2 w 2nd	E1238	Signal	203-6704	Oxnard
1	18.520	Oxnard Bl. @ 1st St.	114 1/2 w 1st	E0102	Signal	53-88781	Oxnard
1	18.600	Oxnard Bl. @ Cooper	213 1/2 N. Oxnard Bl	E0937	Signal	53-89568	Oxnard
1	18.760	Oxnard Bl.@ Colonia Rd	114 1/2 E. Colonia Rd	E0101	Signal	3-120632	Oxnard
1	19.100	Oxnard Bl. @ Robert Av	831 1/2 N. Oxnard Bl	E1318	Signal	53-102919	Oxnard
1	19.310	Oxnard Bl. @ Glenwood Dr	111 1/2 W Glenwood Dr	E1144	Signal	53-102907	P-12712-M
1	19.620	Oxnard Bl. @ Gonzales Rd	103 1/2 w. Gonzales Rd	E0106	Signal	8-559634	P-01809-M
1	19.820	Oxnard Bl. @ Citrus Grove In	Oxnard Bl/Citrus	E1157	Signal	53-97148	Oxnard
1	20.110	Oxnard Bl. @ Vineyard Av	Hwy 1/Vineyard	E0100	Signal	3-111998	Oxnard
1	20.600	Oxnard Bl. @ El Rio UP		CT	Pump	D115-000861	D115-000861
1	20.751	Oxnard Bl. @ Explanade Dr	2636 1/2 N. Wagon Wheel Rd	E1501	Signal	308-638503	Oxnard

Note:
A copy of this Cooperative Agreement and its subsequent Relinquishment document will be forwarded to the Utility Company in order to transfer electrical accounts listed in this exhibit.

EXHIBIT "C"
Relinquishment of traffic signals on State Route 34
From State to the City of Oxnard
Effective the date of recording of Relinquishment No 1242

Rte	PM	Location	Service Address	CT E#	Type of Equip	Meter #	Acct. #
34	4.371	E 5th st @ Meta St	480 1/2 Meta St.	E1524	Signal	308-699949	Oxnard
34	5.310	E 5th st @ Rose Av	1800 W. 5th St.	E0321	Signal	8-977413	Oxnard

Note:
A copy of this Cooperative Agreement and its subsequent Relinquishment document will be forwarded to the Utility Company in order to transfer electrical accounts listed in this exhibit.

EXHIBIT "C"
Relinquishment of traffic signals on State Route 232
From State to the City of Oxnard
Effective the date of recording of Relinquishment No 1243

Rte	PM	Location	Service Address	CT E#	Type of Equip	Meter #	Acct. #
232	0.270	Vineyard @ Explanade Dr		E0974	Signal	308-881985	P-10829-M

Note:
A copy of this Cooperative Agreement and its subsequent Relinquishment document will be forwarded to the Utility Company in order to transfer electrical accounts listed in this exhibit.

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 11/27/2012

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

Prepared By Soher Abdelmalik, Traffic Engineering S. Agenda Item No. I-10

Reviewed By: City Manager MMH City Attorney SMF Finance [initials] Public Works

DATE: November 5, 2012

TO: City Council

FROM: for Matthew Winegar, AICP, Director
Development Services Department

SUBJECT: **Oxnard School Area Safety Project**

RECOMMENDATION

That City Council:

1. Adopt Project Specification No DS 12-12 for the installation of a sidewalk on the east side of Vineyard Avenue between Rio School Lane and Collins Street, sidewalk extension (Bulb-out) at various locations, and bike lanes and crosswalk lighting on C Street between Channel Islands Boulevard and Pleasant Valley Road.

2. Approve the special budget appropriation adjusting the Federal grant funding from $518,000 to $610,990, appropriating $73,053 of Transportation Development Act (TDA) Fund, and transferring existing appropriations of Circulation System Improvement Funds in the amount of $2,575 from project 113101 Traffic Signal at the intersection of Saviers Road and Hill Street and in the amount of $26,756 from project 113104 Traffic Signal at the intersection of Forest Park Boulevard and Thames River Street to Safe Route to School Project 113001.

DISCUSSION

In 2008, the City applied for and received Federal Grant Funds in the amount of $580,120 through the Federal Safe Route to School Program (SRTS) for the installation of a sidewalk on the east side of Vineyard Avenue from Rio School Lane to Collins Street, the installation of sidewalk extensions (Bulb-outs) at various locations, the installation of bicycle lanes on C Street from Channel Islands Boulevard to Pleasant Valley Road, and the installation of crosswalk lighting at various locations throughout the City. The project, when completed, will provide a safe path for students and their parents to walk or ride their bicycles to and from school. The amount of the grant has been adjusted from $518,000 to $610,990 due to changes in the design requested by Caltrans.

FINANCIAL IMPACT

The total estimated cost of this project is $713,374 which included $610,990 of adjusted Federal grant fund, $29,331 of Circulation System Improvement Fund Fees, and $73,053 of Transportation Development Act (TDA) Fund to be appropriated to the Safe Route to School Project 113001.

MGW/sa

Attachment #1 – Special Budget Appropriation

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Development Services **Date:** November 7, 2012
Project/Program Manager: Soher Abdelmalik **Phone:** 385-7873

Reason for Appropriation:

To recognize Federal grant revenue and appropriation of Caltrans Project No. SRTSL-5129(061). To appropriate funding from TDA and transfer Fund 354 balances from projects 113101 and 113104 to 113001 to fund local match. To reverse original estimated grant amount.

Accounts and Descriptions		AMOUNT
Fund: FEDERAL TRANSPORTATION MULTI-YEAR GRANT (275)		
Revenues/Transfers In		
SAFE ROUTE TO SCHOOL		
275-3080-531.72-01	FEDERAL GRANT REVENUES	610,990
	Sub-total Revenues	610,990
Expenditures/Transfers Out		
SAFE ROUTE TO SCHOOL (Project 113001)		
275-3080-826.84-51	SERVICES FROM OTHER PROGRAMS	35,000
275-3080-8XX.80-01	DIRECT LABOR-REGULAR	20,000
275-3080-826.86-01	LAND/EASEMENTS/RT-OF-WAY	3,000
275-3080-826.86-05	IMPROV NOT BUILD-MAJOR RE	552,990
	Sub-total Expenditures	610,990
	Net Change to Fund Balance	0
Fund: TDA/LTF8-CIP FUND (212)		
Expenditures/Transfers Out		
SAFE ROUTE TO SCHOOL (Project 113001)		
212-3080-803-80-01	DIRECT LABOR-REGULAR	17,938
212-3080-826-86-05	IMPROV NOT BUILD-MAJOR RE	55,115
	Sub-total Expenditures	73,053
	Net Change to Fund Balance	(73,053)
Fund: CIRCULATION SYS. IMPR. FEES (354)		
Expenditures/Transfers Out		
SAVIERS RD. & HILL ST. (Project 113101)		
354-3197-826.86-04	IMPROVEMENTS NOT BLDG-NEW	(2,575)
TRAFFIC SIG FOREST/THAMES (Project 113104)		
354-9740-826.84-51	SERVICES FROM OTHER PROG	(9,595)
354-9740-826.84-52	INDIRECT COST PLAN CHRGS.	(1,740)
354-9740-826.88-02	CONTRACTUAL AGREEMENT / FOR CONTINGENCIES	(15,421)
SAFE ROUTE TO SCHOOL (Project 113001)		
354-3080-8XX.80-01	DIRECT LABOR-REGULAR	18,675
354-3080-826.86-05	IMPROV NOT BUILD-MAJOR RE	10,656
	Sub-total Expenditures	0
	Net Change to Fund Balance	0
Expenditures/Transfers Out		
SAFE ROUTE TO SCHOOL (Project 113001)		
275-3080-826.86-05	IMPROV NOT BUILD-MAJOR RE	(518,000)
	Sub-total Expenditures	(518,000)
	Net Change to Fund Balance	518,000
	Net Appropriation Change	**166,043**

Approvals

Department Director __________

Chief Financial Officer James Cameron

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: November 27, 2012

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

Prepared By: Larry White _______________ Agenda Item No. I-11

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

DATE: October 9, 2012

TO: City Council
Housing Authority Board of Commissioners

FROM: William E. Wilkins, Housing Director

SUBJECT: **Affordable Housing Loan Agreement in the Total Sum of $3.3 Million and Agreement of Limited Partnership of Terraza de Las Cortes, L.P. Project Located within the Las Brisas Specific Plan.**

RECOMMENDATION:

(1) That the City Council approve and authorize the Mayor to execute an Affordable Housing Predevelopment and Construction Loan Agreement (A-7538) with Terraza de Las Cortes, L.P. in the amount of $3,300,000 from the City's Affordable Housing In-Lieu Fees ("AHILF") and the City's Affordable Housing In-Lieu Fee Housing Trust Fund ("AHILFHTF") for the development of Terraza de Las Cortes; and.

(2) That the Oxnard Housing Authority Board of Commissioners approve the agreement of Limited Partnership of Terraza de Las Cortes and authorize the Housing Director to execute the agreement (A-7537).

DISCUSSION:

Terraza de Las Cortes involves the development of 4.29 acres located within the Las Brisas Specific Plan. The scope of the development is to construct 64 affordable two and three bedroom housing units on the vacant parcel. The proposed project is permitted under the Las Brisas Specific Plan and ready to develop.

The Affordable Housing Predevelopment and Construction Loan Agreement ("Loan Agreement") establishes the conditions under which the City will loan $3,300,000 of In-Lieu Fees to the partnership for the purposes of developing, constructing and operating an affordable housing project. Ultimately, when the property is acquired by the partnership, a deed of trust and a regulatory agreement will be recorded against the property securing the obligations of the Loan Agreement.

The project is structured as a public-private partnership involving the Housing Authority and Las Cortes, Inc. (The City's non-profit affordable housing development entity). Ultimately, the Housing Authority and Las Cortes will serve as general partners in the newly formed Terraza de Las Cortes, L.P., which partnership will operate and maintain the affordable housing project.

The initial partnership agreement, which is being approved by the Commission, provides that Las Cortes will act as the general partner and the Housing Authority will act as the limited partner. At this time, the partnership is being formed for the limited purpose of applying for low income housing tax credits. The proposed partnership agreement is a placeholder agreement that will ultimately be replaced with a more robust partnership agreement once an equity investor is selected to purchase the low income housing tax credits that have been allocated to the partnership. Also, at that time, the Housing Authority will be replaced as the limited partner by the equity investor and the Housing Authority will become a general partner with Las Cortes in the partnership.

Upon formation if this entity, the requisite insurance certificates will be provided to the City's Risk Manager in accordance with the loan document. No requisitions of funds will be made until such documents are received and approved by the Risk Manager.

The Terraza de Las Cortes Financial Projection, attachment number three indicates the preliminary financial model for the project.

All of the residential units constructed as a part of the Terraza de Las Cortes project will be made available exclusively to (and occupied by) persons and families of very low, low and moderate income affordable rents.

FINANCIAL IMPACT:

The $3.3 million shown in the Affordable Housing Loan Agreement were allocated by the City Council at its September 18, 2012 meeting.

Attachment #1 - Affordable Housing Predevelopment and Construction Loan Agreement (A-7538)

Attachment #2 Agreement of Limited Partnership of Terraza de Las Cortes, L.P. a California Limited Partnership (A-7537)

Attachment #3 Terraza de Las Cortes Financial Projection

AFFORDABLE HOUSING PREDEVELOPMENT AND CONSTRUCTION LOAN AGREEMENT (TERRAZA DE LAS CORTES)

This Affordable Housing Predevelopment and Construction Loan Agreement ("Loan Agreement") is made as of this 27th day of November, 2012, by and between the City of Oxnard, a municipal corporation ("Lender") and Terraza de Las Cortes, L.P., a California limited partnership ("Borrower").

RECITALS

A. Lender wishes to promote the development of more affordable rental housing in neighborhoods in need of revitalization in the City and to provide a greater choice of housing opportunities for persons and families with low incomes.

B. Borrower is processing entitlements for sixty-four units of multi-family affordable housing on property currently owned by the Housing Authority of the City of Oxnard. The property is a 4.29 acre vacant parcel located in Oxnard, California as more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property").

C. Lender has "In Lieu Fees" collected by Lender pursuant to the provisions of City of Oxnard Ordinance Nos. 2545 and 2615 for the purpose of expanding the supply of decent, safe, sanitary and affordable housing for low income persons and families.

D. A total of three million three hundred thousand dollars ($3,300,000) of In Lieu Fees will be loaned to Borrower pursuant to this Loan Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the making of the Loan, Borrower and Lender hereby agree as follows:

ARTICLE 1 DEFINITIONS

The following terms have the meanings and content set forth in this section wherever used in this Loan Agreement, attached Exhibits, or documents incorporated into this Loan Agreement by reference.

1.1 **"ANNUAL FINANCIAL STATEMENT"** means the financial statement prepared at Borrower's expense and prepared under accounting principles generally accepted in the United States of America and audited by Certified Public Accountants reasonably acceptable to Lender, which shall form the basis for determining the Residual Receipts.

1.2 **"ASSISTED UNIT"** means any of the thirty-one (31) housing units on the Property which are supported by funds under this Loan Agreement.

1.3 **"BORROWER"** is Terraza de Las Cortes, L.P., a California limited partnership and its authorized representatives, assigns, transferees, or successors-in-interest thereto.

1.4 **"CITY"** means the City of Oxnard, a municipal corporation.

1.5 **"DEED OF TRUST"** is that certain deed of trust, assignment of rents, and security agreement placed on the Property and the improvements to be constructed thereon as security for the Loan by Borrower as trustor with Lender as beneficiary attached hereto as Exhibit C. The terms of the Deed of Trust have been incorporated into this Loan Agreement.

1.6 **"ESCROW HOLDER"** means the person or entity designated by the Borrower and approved by Lender to hold that portion of the Loan proceeds not previously disbursed to Borrower and other documents until receiving written instructions to record the documents and disburse the remaining funds.

1.7 **"HAZARDOUS MATERIALS"** means any hazardous or toxic substances, materials, wastes, pollutants, or contaminants which are defined, regulated, or listed as "hazardous substances," "hazardous wastes," "hazardous materials," "pollutants," "contaminants," or "toxic substances," under federal or state environmental and health and safety laws and regulations, including without limitation petroleum and petroleum byproducts, flammable explosives, urea formaldehyde insulation, radioactive materials, asbestos, and lead. Hazardous Materials do not include substances that are used or consumed in the normal course of developing, operating, or occupying a housing project, to the extent and degree that such substances are stored, used, and disposed of in the manner and in amounts that are consistent with normal practice and legal standards at the time of such use.

1.8 **"HUD"** means the United States Department of Housing and Urban Development.

1.9 **"IMPROVEMENTS"** means any improvements and development of the Property.

1.10 **"INSURANCE REQUIREMENTS"** means the insurance coverage which must be in full force and effect during the term of the Regulatory Agreement, as specified in Exhibit E.

1.11 **"LENDER"** means the City of Oxnard, a municipal corporation and its authorized representatives, officers, officials, directors, employees, and agents.

1.12 **"LOAN"** means the loan of funds in the total amount of Three Million Three Hundred Thousand Dollars ($3,300,000) from the Lender to the Borrower as provided in this Loan Agreement to provide permanent financing for the Project.

1.13 **"LOAN AGREEMENT"** means this loan agreement entered into between Lender and Borrower.

1.14 **"LOAN DOCUMENTS"** are collectively the Loan Agreement, the Note, the Deed of Trust, and the Regulatory Agreement, as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.

1.15 **"LOW INCOME HOUSEHOLD"** means a household whose annual income does not exceed sixty percent (60%) of the median income for the Ventura County Metropolitan Statistical Area as determined by HUD with adjustments for household size

1.16 **"MEDIAN INCOME"** means the median income for Ventura County Metropolitan Statistical Area as determined by HUD with adjustments for household size.

1.17 **"NOTE"** means the promissory note executed by the Borrower in favor of Lender in the amount of Three Million Three Hundred Thousand Dollars ($3,300,000) to evidence the Loan substantially in the form attached hereto as Exhibit B.

1.18 **"NOTICE OF COMPLETION"** shall mean the notice that shall be filed by the Borrower with the Ventura County Recorder at completion of construction. Borrower shall not unreasonably delay filing the Notice of Completion.

1.19 **"OPERATING EXPENSES"** shall mean, actual, reasonable and customary costs, fees and expenses directly attributable to the operation, maintenance, and management of the Project, including without limitation painting, cleaning, repairs and alterations, landscaping, utilities, rubbish removal, certificates, permits and licenses, sewer charges, real and personal property taxes and assessments, insurance, security, advertising, promotion and publicity, office, janitorial, cleaning and building supplies, lease payments if any, cash deposited into reserves for capital replacements with respect to the Project in an amount not to exceed reserve requirements reasonably imposed by any lender, cash deposited into an operating reserve in an amount not to exceed the amount reasonably required by any lender, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys, consultants and other professionals, repayment of any deferred development fees and any required debt service under senior loans (including, but not limited to, the secured debt referenced in Section 5.11 (B) of the Loan Agreement). Operating Expenses may include the payment to Borrower of a reasonable partnership management fee and a reasonable asset management fee. Operating Expenses may also include a deferred developer fee. The Operating Expenses shall be reported in the Annual Financial Statement.

1.20 **"PAYMENT DATE"** shall mean April 30 of the year following the issuance of the first Certificate of Occupancy for the Project, and each April 30 thereafter until the loan is paid in full or otherwise terminated.

1.21 **"PROJECT"** means the operation and management of the Property according to the terms of this Loan Agreement.

1.22 **"PROPERTY"** means a 4.29 acre vacant parcel located in Oxnard, California, as more particularly described in Exhibit A, which is incorporated into this Loan Agreement by this reference.

1.23 **"QUALIFYING HOUSEHOLD"** means a household that qualifies as a Very Low or Low Income Household.

1.24 **"QUALIFYING RENT"** means the total annual charges for rent, utilities, and related services to each Low Income Household which shall not exceed thirty percent (30%) of the income for a Low Income Household.

1.25 **"REGULATORY AGREEMENT"** means the regulatory agreement executed by Borrower and Lender, attached as Exhibit D, and recorded against the Property in the Official Records of Ventura County which regulates the use of the Assisted Units.

1.26 **"RESIDUAL RECEIPTS"** means for any calendar year Revenues reduced by Operating Expenses.

1.27 **"REVENUE"** means all income derived from the Project, including but not limited to rent from the units and income from laundry operations.

ARTICLE 2 TERMS OF THE LOAN

2.1 **LOAN.** On and subject to the terms and conditions of the Loan Documents, Lender agrees to make and Borrower agrees to accept a loan with the following terms:

2.2 **AMOUNT.** The principal amount of the Loan shall be an amount not to exceed Three Million Three Hundred Thousand Dollars ($3,300,000) and shall be evidenced by the Note.

2.3 **INTEREST.** Subject to the provisions of Section 2.4, the Note shall bear interest at a rate of three percent (3%) simple interest from the date on which the principal amount of the Loan is initially advanced to Borrower through the fifty-five (55) year amortizing loan term.

2.4 **DEFAULT INTEREST.** In the event of a default by Borrower of any of its obligations under this Loan Agreement and expiration of applicable cure periods, Borrower shall pay to Lender interest on the outstanding principal of the Loan, at an annual rate equal to the lesser of (i) ten percent (10%) or (ii) the highest interest allowed by law, from the date of the default until the date that the default is cured or the Loan is repaid in full.

2.5 **TERM OF LOAN.** The principal of the Loan shall be due and payable on the earlier of: (a) fifty-five (55) years from the date of the Note, or (b) the date the Property is sold. In the Event of Default by Borrower, which has not been cured as provided for in this Loan Agreement, all current and accrued interest shall be due and payable.

2.6 **USE OF FUNDS.** Loan proceeds shall be used for those predevelopment and construction expenses.

2.7 **SECURITY.** Borrower shall secure its obligation to repay the Loan by executing a Deed of Trust and recording it as a lien against the Property at the time the Property is conveyed from the Housing Authority of the City of Oxnard to Borrower.

2.8 **REPAYMENT OF THE LOAN.** Borrower shall make annual payments on the Loan from Residual Receipts. On or before each Payment Date the Borrower shall submit its Annual Financial Statement to Lender for the preceding calendar year together with an amount equal up to ten percent (10%) of the Residual Receipts for the preceding calendar year. Lender shall review and approve the percentage amount to be paid by Borrower and the Annual Financial Statement, or request revisions, within sixty (60) days after receipt. In the event Lender fails to approve or disapprove the Annual Financial Statement within the sixty (60) day period, Borrower may request a written determination of approval or disapproval following the expiration of such period. In the event Lender fails to provide a written determination to Borrower within ten (10) days following the receipt of Borrower's request for determination, the Annual Financial Statement shall be deemed approved. In the event that Lender determines that there is an understatement in the amount and payment of Residual Receipts due to Lender, Borrower shall promptly pay to Lender such understatement, but in any event, within twenty (20) days of notice of such understatement. In the event that Lender determines that there is an overpayment in the amount and payment of Residual Receipts due to Lender, Lender shall promptly pay to Borrower the amount of overpayment, but in any event, within twenty (20) days of such determination. If contested, Borrower has the right to pay under protest. Any payments made by Borrower pursuant to this Section shall be applied first to pay current annual interest due, if any, then the cumulative interest owed, if any, then to reduce the principal amount of the Loan. In any event all principal owed and all current and accrued interest of the Loan shall be due and payable as provided in Section 2.5 above.

2.9 **PREPAYMENT OF LOAN.** No prepayment penalty will be charged to Borrower for payment of all or any portion of the Loan amount prior to the end of the term described herein. However, prepayment of the Loan shall not affect Borrower's obligations under the Regulatory Agreement.

2.10 **RECORDING.** Concurrent with Borrower's acquisition of the Property, Escrow Holder shall record the Deed of Trust and the Regulatory Agreement with the Recorder for the County of Ventura, and shall deliver conformed copies of the recorded documents to the Lender and Borrower.

ARTICLE 3 LOAN DISBURSEMENTS

3.1 **CONDITIONS PRECEDENT TO DISBURSEMENT.** Lender shall not be obligated to make any disbursements of the Loan proceeds or take any other action under the Loan Documents unless the following conditions precedent are satisfied prior to the disbursement of the Loan:

A. There exists no Event of Default nor any act, failure, omission or condition that with the giving of notice or passage of time would constitute an Event of Default;

B. Borrower has executed and delivered to Lender all documents, instruments, and policies required under the Loan Documents;

C. Borrower has provided to Lender a certificate of insurance or copy of the insurance policy, which policy shall be satisfactory to the Lender and which conforms to Exhibit E;

D. Borrower has complied with all reporting requirements set forth in this Loan Agreement.

3.2 **DISBURSEMENT OF LOAN PROCEEDS.** Disbursement of Loan proceeds shall not exceed Three Million Three Hundred Thousand Dollars ($3,300,000). Lender must approve all requests for payment prior to disbursement of Loan proceeds for development and construction costs incurred on the Project.

ARTICLE 4 DEVELOPMENT OF PROJECT

4.1 **SCOPE OF WORK.** Before commencement of any development and construction of the Project site, Borrower shall submit to Lender for its review and approval the final scope of work for the Project. Borrower shall develop and construct the Project in substantial conformance with the scope of work and any modifications thereto approved in writing by Lender.

4.2 **COMPLETION OF PROJECT.** Borrower shall diligently prosecute development of the Project to completion. Borrower shall provide proof of completion as evidenced by the recording of a Notice of Completion.

4.3 **FINANCING.** Borrower shall promptly inform Lender in writing of any changes in the amount, terms, and/or sources of financing or funding for the Property acquisition and Project development work.

4.4 **CONTRACTS AND SUBCONTRACTS.** All development work and professional services for the Project shall be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work or service in the State of California.

All costs incurred in acquisition of the Property and development, construction and operation of the Project shall be the responsibility and obligation solely of Borrower.

4.5 **ADDITIONS OR CHANGES IN WORK.** Lender must be notified in a timely manner of any changes in the work required to be performed under this Loan Agreement. A written change order authorized by Lender must be obtained before any changes, additions, or deletions may be performed. If Lender has not responded to a written request for a change order by Borrower within ten (10) days of receipt of such request by Lender, such request shall be deemed approved by Lender. Consent to any additions, changes, or deletions to the work shall not release Borrower from any other obligations in the Loan Documents.

4.6 **INSPECTIONS.** Borrower shall permit and facilitate, and require its contractors to permit and facilitate, observation and inspection at the job site by Lender and by public authorities during reasonable business hours for the purposes of determining compliance with this Loan Agreement.

4.7 **SITE SUPERVISION.** During the development of the Project, Borrower shall maintain a full time site superintendent to supervise all development and construction work on the Property. The site superintendent shall be on-site during all work hours.

4.8 **CONSTRUCTION RESPONSIBILITIES.** Borrower shall be solely responsible for all aspects of Borrower's conduct in connection with the Project, including, but not limited to, the quality and suitability of the construction work, the supervision of construction work, the qualifications, financial condition, and performance of all contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by Lender with reference to the Project is solely for the purpose of determining whether Borrower is properly discharging its obligations to Lender, and should not be relied upon by Borrower or by any third parties as a warranty or representation by Lender as to the quality of the development and construction of the Project.

4.9 **BARRIERS TO THE DISABLED.** The Project shall be developed and the Property shall be maintained to comply with all applicable federal, state, and local requirements for access for disabled persons.

4.10 **LEAD-BASED PAINT AND ASBESTOS REMOVAL.** Borrower and its contractors and subcontractors shall not use lead-based paint or asbestos in the development and construction of the Property and shall comply with Federal Regulations 24 C.F.R., 29 C.F.R., 40 C.F.R., Title X, California O.S.H.A., California health codes, and all County standards. Borrower shall incorporate or cause to be incorporated this provision in all contracts and subcontracts for work performed on the Property which involves the application of paint and/or other construction-related surfaces.

4.11 **MECHANICS LIENS AND STOP NOTICES.** If any claim of lien is filed against the Property or a stop notice affecting the Loan is served on Lender or any other lender or other third party in connection with the Project, Borrower shall, within sixty (60) days of such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to Lender a surety bond in sufficient form and amount, provide Lender with a lien-free endorsement or provide Lender with other assurance reasonably satisfactory to Lender that the claim of lien or stop notice will be paid or discharged.

If Borrower fails to discharge any lien, encumbrance, charge, or claim referred to herein, then in addition to any other right or remedy, Lender may, but shall be under no obligation to, discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternatively, Lender may require Borrower to immediately deposit with Lender the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof Lender may use such deposit to satisfy any claim or lien that is adversely determined against Borrower.

Borrower shall file a valid notice of cessation or notice of completion upon cessation of work on the Project for a continuous period of 30 days or more, and take all other reasonable steps to forestall the assertion of claims of lien against the Property. Borrower authorizes Lender, but without any obligation, to record any notices of completion or cessation of labor, or any other notice that Lender deems necessary or desirable to protect its interest in the Project and Property.

4.12 **RELOCATION.** If and to the extent that development of the Project results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, Borrower shall comply with all applicable local, state and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits. Borrower shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with said relocation laws.

4.13 **UNAVOIDABLE DELAY IN PERFORMANCE.** The time for performance of provisions of this Loan Agreement by either party shall be extended for a period equal to the period of any delay directly affecting the Project or this Loan Agreement which is caused by: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; quarantine restrictions; or freight embargoes or other events beyond the reasonable control of the party claiming the delay. An extension of time for any of the above-specified causes will be deemed granted only if written notice by the party claiming such extension is sent to the other party within five (5) calendar days from the commencement of the cause, and such extension of time is either accepted by the other party in writing, or is not rejected in writing by the other party within ten calendar days of receipt of the notice. In any event, construction of the Project must be completed no later than ninety (90) calendar days after the scheduled completion date specified herein, any unavoidable delay notwithstanding. Times of performance under this Loan Agreement may also be extended for any cause for any period of time by the mutual written agreement of Lender and Borrower.

ARTICLE 5 OPERATION

5.1 **OPERATION OF PROJECT.** Borrower shall operate and manage the Project after completion in full conformance with the terms of the Regulatory Agreement.

Borrower shall agree to maintain and operate the Assisted Units so as to provide decent, safe, and sanitary housing and provide each of the Assisted Units in the Project with the same level of services (including security), amenities, and maintenance as are applied to the other dwelling units in the Project. Any optional services provided must be available to all residents under the same terms and conditions.

5.2 **ASSISTED UNITS.** The thirty-one (31) designated Assisted Units shall meet the following standards:

A. Be similarly constructed and of comparable quality to all other units in the Project and;

B. Provide tenants access and enjoyment of all common areas and facilities of the Project on the same basis as tenants of other units.

5.3 **INCOME CERTIFICATION.** Borrower shall limit for the full term of the Regulatory Agreement the rental of Assisted Units to Qualifying Households according to the schedule contained in Regulatory Agreement. The income levels and other qualifications of applicants for Assisted Units shall be certified within sixty (60) business days of the household's expected occupancy of one of the Assisted Units and annually thereafter.

5.4 **AFFORDABILITY RESTRICTIONS.** Thirty-one (31) units in the Project shall be designated as Assisted Units. The Assisted Units must be occupied, or reserved for occupancy by Qualifying Households.

5.5 **ASSISTED UNIT RENTS.** Rents for Assisted Units shall be limited to Qualifying Rents as set forth in the Regulatory Agreement. At least sixty (60) calendar days prior to increasing rents on any Assisted Unit on the Project, Borrower shall submit to the Lender for review and approval a written request for such increase. Qualifying Households shall be given at least thirty (30) days written notice prior to any rent increase. Provided such increased rent does not exceed the Qualifying Rents for such year, Lender shall approve such request.

5.6 **MAXIMUM RENTAL CHARGES.**

A. For the Assisted Units, the total charges for rent, utilities, and related services to each Qualifying Household shall not exceed thirty percent (30%) of sixty percent (60%) of Median Income. Initial rents for the Assisted Unit shall be as set forth in the Regulatory Agreement. Annual rent increases shall be calculated by Lender based on the change in permissible rents published annually by HUD.

B. Borrower shall annually certify each tenant household's gross income and make any rent adjustment pursuant to the terms of the Regulatory Agreement.

5.7 **CONFLICTS BETWEEN COVENANTS OR RESTRICTIONS AFFECTING THE PROPERTY.** Any conflicts between the restrictive provisions contained in this Loan Agreement, Note, Deed of Trust, Regulatory Agreement, and any other agreements in connection with the Loan which affect the Property, are to be resolved by applying the more restrictive covenants or restrictions which affect the Property.

5.8 **NONDISCRIMINATION.** Borrower shall not discriminate or segregate in the rehabilitation, use, enjoyment, occupancy, conveyance, lease, sublease, or rental of any part of the Property on the basis of race, color, ancestry, national origin, religion, sex, sexual preference or orientation, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC) acquired or perceived, or any other arbitrary basis. Borrower shall otherwise comply with all applicable local, state, and federal laws concerning discrimination in housing.

5.8 **RECORDS.** Borrower shall be accountable to Lender for all funds disbursed to Borrower pursuant to the Loan Documents. Borrower agrees to maintain records that accurately and fully show the date, amount, purpose, and payee of all expenditures drawn from Loan funds, and to keep all invoices, receipts, and other documents related to expenditures from said Loan funds for not less than three years after completion of the Project. Records must be kept accurate and current. Lender shall notify Borrower of any records it deems insufficient. Borrower shall have fifteen (15) calendar days from the date of said notice to correct any deficiency in the records specified by Lender in said notice, or, if more than fifteen (15) days shall be reasonably necessary to correct the deficiency, Borrower shall begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

Borrower shall promptly comply with all requirements or conditions of the Loan Documents relating to notices, extensions, and other events required to be reported or requested. Borrower shall promptly supply, upon the request of Lender, any and all information and documentation which involves the Project and cooperate with Lender in the development and construction of the Project.

5.9 **AUDITS.** Borrower shall make available for examination at reasonable intervals and during normal business hours to Lender all books, accounts, reports, files, and other papers or property with respect to all matters covered by these Loan Documents, and shall permit Lender to audit, examine, and make excerpts or transcripts from such records. Lender may make audits of any conditions relating to this Loan.

5.10 **ENCUMBRANCE OF PROPERTY.** Except as otherwise provided in this Loan Agreement, Borrower shall not engage in any financing or any other transaction creating any security interest or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or allow any encumbrance or lien to be made on or attached to the Property, except with the prior written consent of Lender. Borrower shall notify Lender in writing in advance of any financing secured by any deed of trust, mortgage, or other similar lien instrument that it proposes to enter into with respect to the Project or Property, and of any encumbrance or lien that has been created on or attached to the Property whether by voluntary act of Borrower or otherwise.

5.11 **SUBORDINATION.** Lender shall subordinate the obligations of this Loan Agreement, and the attached Regulatory Agreement and Deed of Trust to be recorded on the

Property, to construction or permanent financing obligations for the Project, including any regulatory agreement required by the State of California. Borrower and Lender shall cooperate in the execution of any such subordination agreement required to perfect such subordinations.

5.12 **TRANSFER OF PROPERTY.** Borrower has not made or created, and shall not, make or permit any sale, assignment, conveyance, lease (other than the leasing of units in the Project pursuant to an approved lease), or other transfer of this Loan Agreement, the Project, or the Property, or any part thereof, without the prior written consent of Lender. Notwithstanding the above, Lender hereby agrees that a transfer of the interests of Borrower's limited partners is permitted and shall not constitute a default of this Loan Agreement. In addition, notwithstanding anything contained in this Loan Agreement, a removal of the general partner of the Borrower for cause by the limited partners, pursuant to the terms of the Borrower's partnership agreement is permitted and does not constitute a default of this Loan Agreement.

5.13 **FEES, TAXES, AND OTHER LEVIES.** Borrower shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Project, and shall pay such charges prior to delinquency. However, Borrower shall not be required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (b) if requested by Lender, Borrower deposits with Lender any funds or other forms of assurance Lender in good faith from time to time determines appropriate to protect Lender from the consequences of the contest being unsuccessful.

5.14 **DAMAGE TO PROPERTY.** If any building or structure on the Property is damaged or destroyed by an insurable cause, Borrower shall, at its cost and expense, diligently undertake to repair or restore said buildings and structures consistent with the original Scope of Work for the Project if Borrower reasonably determines that such restoration or repair is economically feasible. Such work or repair shall be commenced within 120 days after the damage or loss occurs and shall be complete within one year from such commencement, subject to any extensions of time granted pursuant to the provisions of Section 4.13. Subject to Borrower's election to rebuild, all insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, Borrower shall make up the deficiency.

ARTICLE 6 INDEMNITY AND INSURANCE

6.1 **INDEMNITY AND INSURANCE.** Borrower hereby agrees to defend, indemnify and save harmless the Lender and to procure and maintain insurance in accordance with the provisions of Exhibit E attached hereto and incorporated herein by reference.

6.2 **NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS.** No officials, employees and agents of Lender shall be personally liable to Borrower for any obligation created under the terms of these Loan Documents.

ARTICLE 7 HAZARDOUS MATERIALS

7.1 **REPRESENTATIONS AND WARRANTIES.** After reasonable investigation and inquiry, Borrower hereby represents and warrants to the best of its knowledge, as of the date of this Loan Agreement and except as previously disclosed and acknowledged in writing by Lender or as disclosed by the reports based on environmental audit(s) performed on the Property and submitted to Lender, that (a) the Property is not and has not been a site for the use, generation, manufacture, transportation, storage, or disposal of Hazardous Materials in violation of Federal or State law; (b) the Property is in compliance with all applicable environmental and health and safety laws, regulations, ordinances, administrative decisions, common law decisions (whether federal, state, or local) with respect to Hazardous Materials, including those relating to soil and groundwater conditions ("Hazardous Materials Laws"); (c) there are no claims or actions pending or threatened with respect to the Property by any governmental entity or agency or any other person relating to Hazardous Materials; and (d) there has been no release or threatened release of any Hazardous Materials on, under, or near the Property (including in the soil, surface water, or groundwater under the Property) or any other occurrences or conditions on the Property or on any other real property that could cause the Property or any part thereof to be classified as a "hazardous waste property" or as a "border zone property" under California Health and Safety Code Sections 25220, et seq., or regulations adopted therewith.

7.2 **NOTIFICATION TO LENDER.** Borrower shall promptly notify Lender in writing of: (a) the discovery of any concentration or amount of Hazardous Materials of which Borrower becomes aware on or under the Property requiring notice to be given to any governmental entity or agency under Hazardous Materials Laws; (b) any knowledge by Borrower (after verification of the veracity of such knowledge to Borrower's reasonable satisfaction) that the Property does not comply with any Hazardous Materials Laws; (c) the receipt by Borrower of written notice of any Hazardous Materials claims; and (d) the discovery by Borrower of any occurrence or condition on the Property or on any real property located within 2,000 feet of the Property that could cause the Property or any part thereof to be designated as a "hazardous waste property" or as a "border zone property" under California Health and Safety Code Sections 25220, et seq., or regulations adopted therewith.

7.3 **USE AND OPERATION OF PROPERTY.** Neither Borrower, nor any agent, employee, or contractor of Borrower, nor any authorized user of the Property shall use the Property or allow the Property to be used for the generation, manufacture, storage, disposal, or release of Hazardous Materials. Borrower shall comply and cause the Project to comply with Hazardous Materials Laws.

7.4 **REMEDIAL ACTIONS.** If Borrower has actual knowledge of the presence of any Hazardous Materials on or under the Property, Borrower shall take, at no cost or expense to Lender, all handling, treatment, removal, storage, decontamination, cleanup, transport, disposal or other remedial action, if any, required by any Hazardous Materials Laws or by any orders or requests of any governmental entity or agency or any judgment, consent decree, settlement or compromise with respect to any Hazardous Materials claims. The foregoing, however, shall be subject to Borrower's right of contest below.

7.5 **RIGHT OF CONTEST.** Borrower may contest in good faith any claim, demand, levy or assessment under Hazardous Materials Laws if (a) the contest is based on a material question of law or fact raised by Borrower in good faith, (b) Borrower promptly commences and thereafter diligently pursues the contest, (c) the contest will not materially impair the taking of any remedial action with respect to such claim, demand, levy or assessment, and (d) if requested by Lender, Borrower deposits with Lender any funds or other forms of assurance Lender in good faith from time to time determines appropriate to protect Lender from the consequences of the contest being unsuccessful and any remedial action then reasonably necessary. No Event of Default shall be deemed to exist with respect to any claim, demand, levy or attachment being contested by Borrower under the conditions of this section.

7.6 **ENVIRONMENTAL INDEMNITY.** Borrower shall defend, indemnify, and hold Lender free and harmless against any claims, demands, administrative actions, litigation, liabilities, losses, damages, response costs, and penalties, including all costs of legal proceedings and reasonable attorney's fees, that Lender may directly or indirectly sustain or suffer as a consequence of any inaccuracy or breach of any representation, warranty, agreement, or covenant contained in this Loan Agreement with respect to Hazardous Materials, or as a consequence of any use, generation, manufacture, storage, release, or disposal (whether or not Borrower knew of same) of any Hazardous Materials occurring prior to or during Borrower's use or occupancy of the Property.

ARTICLE 8 DEFAULT AND REMEDIES

8.1 **EVENTS OF DEFAULT.** The occurrence of any of the following events shall constitute an "Event of Default" under this Loan Agreement:

A. Monetary. (1) Borrower's failure to pay when due any sums payable under the Note or any advances made by Lender under the Deed of Trust or this Loan Agreement; (2) Borrower's use of Loan funds for costs other than approved costs or for uses inconsistent with other terms and restrictions in the Loan Documents; (3) Borrower's failure to obtain and maintain the insurance coverage required under this Loan Agreement; (4) Borrower's failure to make any other payment or assessment due under the Loan Documents; (5) Borrowers failure to pay taxes; (6) Borrower's default under other debt secured by the Property after the applicable notice and cure periods have expired;

B. Project Development and Construction. (1) Borrower's substantial deviation in the development and construction work specified in the scope of work submitted to Lender, without Lender's prior written consent; (2) Borrower's use of defective or unauthorized materials or defective workmanship in development and construction of the Project; (3) Borrower's failure to commence or complete construction work according to the schedule specified in this Loan Agreement; (4) the cessation of construction work prior to completion of the Project for a period of more than twenty-one (21) continuous calendar days without proper justification; (5) Borrower's failure to remedy any deficiencies in recordkeeping or failure to provide records to Lender upon Lender's reasonable request; (6) Borrower's failure to substantially comply with any applicable federal, state, or local laws or Lender policies governing Project development and construction;

C. Operation. (1) Discrimination by Borrower on the basis of characteristics prohibited by applicable law or (2) the imposition of any encumbrances or liens on the Property without Lender's prior written approval that are prohibited under this Loan Agreement or that have the effect of reducing the priority of or invalidating the Deed of Trust;

D. General performance of Loan obligations. Any substantial breach by Borrower beyond applicable notice and cure periods of any material obligations on Borrower imposed in the Loan Documents;

E. General performance of other obligations. Any substantial or continuous breach by Borrower beyond applicable notice and cure periods of any material obligations on Borrower imposed by any other agreements, including any grant agreements, with respect to the financing, construction, or operation of the Project or the Property, whether or not Lender is a party to such agreement which may materially impair Lender's security;

F. Representations and warranties. A determination by Lender that its security has or will be materially impaired due to the fact that any of Borrower's representations or warranties made in the Loan Documents, or any certificates, documents, or schedules supplied to Lender by Borrower were untrue in any material respect when made, or that Borrower concealed or failed to disclose a material fact from Lender;

G. Damage to Property. Material damage or destruction to the Property by fire or other casualty, if Borrower does not take steps to reconstruct the Property as required by the Loan Documents;

H. Bankruptcy, dissolution, and insolvency. Borrower's (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or ninety (90) days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or ninety (90) days after the filing; (4) insolvency; (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

8.2 **NOTICE OF DEFAULT AND OPPORTUNITY TO CURE.** For all Events of Default, Lender shall give written notice to Borrower of any Event of Default by specifying: (a) the nature of the event or deficiency giving rise to the Default, (b) the action required to cure the deficiency, if an action to cure is possible, and (c) a date, which shall not be less than thirty (30) calendar days from the date of receipt of the notice or the date the notice was refused, by which such action to cure must be taken or if a cure is not possible within thirty (30) days, to begin such cure and diligently prosecute such to completion which shall, in any event, not exceed ninety (90) days from the date of receipt of the notice to cure. The Lender has the sole discretion to determine whatever additional reasonable time is needed to cure. Notwithstanding anything to the contrary contained herein, a cure by the limited partner of Borrower shall be accepted as if cured by Borrower itself.

8.3 **LENDER'S REMEDIES.** Upon the happening of an Event of Default by Borrower and a failure to cure said Event of Default within the time specified in Section 8.2 above, Lender's obligation to disburse Loan proceeds shall terminate, and Lender may also, in addition to other rights and remedies permitted by the Loan Documents or applicable law, proceed with any or all of the following remedies in any order or combination Lender may choose in its sole discretion:

A. Terminate this Loan Agreement, in which event the entire principal amount outstanding and all accrued interest under the Note, as well as any other monies advanced to Borrower by Lender under the Loan Documents including administrative costs, shall immediately become due and payable at the option of Lender;

B. Bring an action in equitable relief (1) seeking the specific performance by Borrower of the terms and conditions of the Loan Documents, and/or (2) enjoining, abating, or preventing any violation of said terms and conditions, and/or (3) seeking declaratory relief;

C. Accelerate the Loan, and demand immediate full payment of the principal amount outstanding and all accrued interest under the Note, as well as any other monies advanced to Borrower by Lender under the Loan Documents;

D. Enter the Property and take any actions necessary in its judgment to complete development of the Project, including without limitation (1) making changes in the Scope of Work or other work or materials with respect to the Project, (2) entering into, modifying, or terminating any contractual arrangements (subject to Lender's right at any time to discontinue work without liability), and (3) taking any remedial actions with respect to Hazardous Materials that Lender deems necessary to comply with Hazardous Materials Laws or to render the Property suitable for occupancy;

E. Seek appointment from a court of competent jurisdiction of a receiver with the authority to complete development of Project as needed to preserve Lender's interest in seeing the Project completed in a timely manner (including the authority to take any remedial actions with respect to Hazardous Materials that Lender or the receiver deems necessary to comply with Hazardous Materials Laws or to render the Property suitable for occupancy);

F. Order immediate stoppage of development of Project and demand that any condition leading to the Event of Default be corrected before development of Project may continue;

G. Disburse from Loan proceeds any amount necessary to cure any monetary default;

H. Enter upon, take possession of, and manage the Property, either in person, by agent, or by a receiver appointed by a court, and collect rents and other amounts specified in the assignment of rents in the Deed of Trust and apply them to operate the Property or to pay off the Loan or any advances made under the Loan Documents, as provided for by the Deed of Trust;

I. Initiate and pursue any private and/or judicial foreclosure action allowed under applicable law and the power of sale provision in the Deed of Trust;

J. With respect to defaults under Hazardous Materials provisions herein, pursue the rights and remedies permitted under California Civil Code Section 2929.5, and California Code of Civil Procedure Sections 564, 726.5, and 736; or

K. Pursue any other remedy allowed at law or in equity. Nothing in this section is intended or shall be construed as precluding Lender from proceeding with a nonjudicial foreclosure under the power of sale contained in the Deed of Trust in the Event of Default by Borrower.

ARTICLE 9 GENERAL PROVISIONS

9.1 **BORROWER'S WARRANTIES.** Borrower represents and warrants (1) that it has access to professional advice and support to the extent necessary to enable Borrower to fully comply with the terms of these Loan Documents and the Regulatory Agreement, and to otherwise carry out the Project, (2) that it is duly organized, validly existing and in good standing under the laws of the State of California, (3) that it has the full power and authority to undertake the Project and to execute the Loan Documents, (4) that the persons executing and delivering the Loan Documents are authorized to execute and deliver such documents on behalf of Borrower, (5) that there has been no substantial adverse change in Borrower's financial condition since the date of application for this loan such as judgment liens, tax liens, mechanic's liens, bankruptcy, etc.; and (6) that all representations in the Borrower's loan application (including all supplementary submissions) are true, correct and complete in all material respects and are offered to induce Lender to make this loan.

9.2 **MONITORING AND EVALUATION.** Except as otherwise provided for in this Loan Agreement, Borrower shall maintain and submit records to Lender within ten (10) business days of Lender's request which clearly document Borrower's performance under each requirement of the Loan Documents.

9.3 **CONFLICTS OF INTEREST.** Borrower covenants that:

A. Except for approved eligible administrative or personnel costs, no person described in subsection (B) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this contract or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. The Borrower shall exercise due diligence to ensure that the prohibition in this Section is followed.

B. The conflict of interest provisions of Section 9.3(A) above apply to any person defined in California Government Code section 1090 and an employee, agent, consultant, officer, or any immediate family member of such person, or any elected or appointed official of the City, or any person related within the third (3rd) degree of such person.

9.4 **POLITICAL ACTIVITY.** None of the funds, materials, property or services contributed by Lender or Borrower under this Loan Agreement shall be used for any partisan political activity or the election or defeat of any candidate for public office.

9.5 **TERM OF THIS AGREEMENT.** This Loan Agreement shall commence on the date set forth above and remain in full force and effect throughout the term of this Loan.

9.6 **GOVERNING LAW.** The Loan Documents shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.

9.7 **STATUTORY REFERENCES.** All references in the Loan Documents or Regulatory Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the City of Oxnard shall be deemed to include the same statute, regulation, ordinance, or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject as the provision to which specific reference was made.

9.8 **TIME.** Time is of the essence in these Loan Documents.

9.9 **CONSENTS AND APPROVALS.** Any consent or approval of Lender or Borrower required under the Loan Documents shall not be unreasonably withheld or conditioned. Any approval required under the Loan Documents shall be in writing and executed by an authorized representative of the party granting the approval.

9.10 **NOTICES, DEMANDS AND COMMUNICATIONS.** Formal notices, demands and communications between Borrower and Lender shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of Borrower and Lender as follows:

LENDER:

City of Oxnard
Affordable Housing Program
435 South D Street
Oxnard, CA 93030
Attn: Housing Director

BORROWER:

Terraza de Las Cortes, L.P.
435 South D Street
Oxnard, CA 93030

Attn: President

9.11 **BINDING UPON SUCCESSORS.** All provisions of these Loan Documents shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of each of the parties; provided, however, that this section does not waive the prohibition on assignment of this Loan Agreement by Borrower without Lender's consent.

9.12 **RELATIONSHIP OF PARTIES.** The relationship of Borrower and Lender for this Project under this Loan Agreement is and at all times shall remain solely that of a debtor and a creditor, and shall not be construed as a joint venture, equity venture, partnership, or any other relationship. Lender neither undertakes nor assumes any responsibility or duty to Borrower (except as provided for herein) or any third party with respect to the Project, the Property, or the Loan.

9.13 **ASSIGNMENT AND ASSUMPTION.** Borrower shall not assign any of its interests under this Loan Agreement or the Loan Documents to any other party, except as specifically permitted under the terms of the Loan Documents, without the prior written consent of Lender. Any unauthorized assignment shall be void.

9.14 **WAIVER.** Any waiver by Lender of any obligation in these Loan Documents must be in writing. No waiver will be implied from any delay or failure by Lender to take action on any breach or default of Borrower or to pursue any remedy allowed under the Loan Documents or applicable law. Any extension of time granted to Borrower to perform any obligation under the Loan Documents shall not operate as a waiver or release from any of its obligations under the Loan Documents. Consent by Lender to any act or omission by Borrower shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for Lender's written consent to future waivers.

9.15 **INTEGRATION.** This Loan Agreement and the other Loan Documents, including exhibits, executed by Borrower for the Property, if any, contain the entire agreement of the parties and supersede any and all prior negotiations.

9.16 **OTHER AGREEMENTS.** Borrower represents that it has not entered into any agreements that are inconsistent with the terms of the Loan Documents. Borrower shall not enter into any agreements that are inconsistent with the terms of the Loan Documents without an express waiver by Lender in writing.

9.17 **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to the Loan Documents must be in writing, and shall be made only if executed by both Borrower and Lender.

9.18 **SEVERABILITY.** Every provision of this Loan Agreement is intended to be severable. If any provision of this Loan Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

(signatures appear on next page)

IN WITNESS WHEREOF, Lender and Borrower have caused this Loan Agreement to be executed by their duly authorized representatives.

City:

THE CITY OF OXNARD

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Finance Director

Borrower:

TERRAZA DE LAS CORTES, L.P. a California limited partnership

By: LAS CORTES, INC., a California nonprofit public benefit corporation, its general partner

Name: Bryan A. MacDonald
Title: President

APPROVED AS TO FORM:

Mark S. Manion, Special Counsel

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 2:

A PORTION OF SUBDIVISION 32 OF THE RANCHO EL RIO DE SANTA CLARA O'LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL. DEFTS.", DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE PARCEL OF LAND SHOWN AS "19.90 ACRES" ON THE MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY IN BOOK 17, PAGE 25 RECORDS OF SURVEYS, DISTANT EASTERLY 25.08 FEET FROM THE NORTHWESTERLY CORNER OF SAID PARCEL; THENCE

1ST: EASTERLY ALONG SAID NORTHERLY LINE 384.11 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT 409.19 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF SAID PARCEL; THENCE,

2ND: SOUTHERLY ALONG SAID PARALLEL LINE TO A POINT IN THE SOUTHERLY LINE OF SAID PARCEL; THENCE,

3RD: WESTERLY ALONG SAID SOUTHERLY LINE TO A POINT IN A LINE PARALLEL WITH AND DISTANT 25.08 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF SAID PARCEL; THENCE,

4TH: NORTHERLY ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

EXCEPT THE NORTHERLY 397.03 FEET THEREOF.

EXCEPT ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES ON, IN AND UNDER OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL FOR, DEVELOP, PRODUCE AND TAKE ANY OF SAID SUBSTANCES FROM SAID PROPERTY, BUT NOT AT A POINT NEARER THAN 500 FEET FROM THE SURFACE OF SAID LAND; WITH NO RIGHT, HOWEVER, TO GO UPON THE SURFACE OF SAID LAND FOR ANY OF SAID PURPOSES, AS RESERVED BY HARLEY CULBERT AND JENNIE CULBERT, IN DEED RECORDED MAY 13, 1955, IN BOOK 1290, PAGE 8 OF OFFICIAL RECORDS.

PARCEL 4:

THOSE PORTIONS OF SUBDIVISION 32 OF THE RANCHO EL RIO DE SANTA CLARA O'LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL. DEFTS.", DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE PARCEL OF LAND SHOWN AS "19.90 ACRES", IN THE MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY IN BOOK 17, PAGE 25 OF RECORDS OF SURVEY, DISTANT EASTERLY 25.08 FEET FROM THE NORTHWESTERLY CORNER OF SAID PARCEL; THENCE EASTERLY ALONG SAID NORTHERLY LINE 384.11 FEET TO A POINT IN A LINE PARALLEL WTH AND DISTANT 409.19 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF SAID PARCEL; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO A POINT OF THE SOUTHERLY LINE OF SAID PARCEL; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO A POINT IN A LINE PARALLEL WTH AND DISTANT 25.08 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF SAID PARCEL; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE NORTHERLY 297.03 FEET.

ALSO EXCEPT THEREFROM THAT PORTION LYNG SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 297.00 FEET.

ALSO EXCEPT THEREFROM ALL OIL, GAS MINERAL AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, TOGETHER WITH THE RIGHT TTO DRILL FOR, DEVELOP, PRODUCE AND TAKE ANY OF SAID SUBSTANCES FROM SAID PROPERTY, BUT NOT AT A POINT NEARER THAN 500 FEET FROM THE SURFACE OF SAID LAND; WITH NO RIGHT, HOWEVER, TO GO UPON THE SURFACE OF SAID LAND FOR ANY OF SAID PURPOSES, AS RESERVED BY HARLEY CULBERT AND JENNIE CULBERT, IN DEED RECORDED MAY 13, 1955, IN BOOK 1290, PAGE 8 OF OFFICIAL RECORDS.

EXHIBIT B

PROMISSORY NOTE

PROMISSORY NOTE
Affordable Housing Assistance
(Secured by Deed of Trust)

$3,300,000

Oxnard, California
___________, 2012

FOR VALUE RECEIVED, the undersigned, Terraza de Las Cortes, L.P., a California limited partnership ("Borrower"), hereby promises to pay to the order of the City of Oxnard, a California municipal corporation ("Lender"), the principal sum of Three Million Three Hundred Thousand Dollars ($3,300,000) with interest on the unpaid balance thereof from the date of each advance evidenced by this Note set forth above until repaid at the rate of three percent (3%) simple interest (except as otherwise provided herein). The term Loan as used herein, means the Loan evidenced by this Note. The Loan is made pursuant to the terms of an Affordable Housing Predevelopment and Construction Loan Agreement (the "Loan Agreement") dated as of November 27, 2012, and Regulatory Agreement ("Regulatory Agreement") executed concurrently herewith between Borrower and Lender. Both principal and interest are payable as hereinafter provided, to Lender at 300 W. Third Street, Oxnard, California 93030, Attention: Finance Director, or at such other place as from time to time may be designated by the holder of this Note.

All of the provisions of this Note are agreements which are secured by the Deed of Trust securing this Note. A default in observance of any of the provisions is a default with consequences under the Deed of Trust. All terms not otherwise defined in this Note have the meaning assigned to such terms in the Agreement.

1. **DEFINITIONS.** The following definitions apply to this Note:

A. Borrower: Terraza de Las Cortes, L.P.;

B. Lender: The City of Oxnard, California, a municipal corporation;

C. Property: Certain real property and improvements located in the City of Oxnard, State of California and as more particularly described in Exhibit A attached hereto and incorporated in full herein by this reference.

D. Deed of Trust: The Deed of Trust, of even date with this Note, which deed of trust secures performance of Borrower's obligations under this Note;

E. Note: This promissory note;

F. Residual Receipts: means, in a particular calendar year, the amount by which Revenue (as defined below) exceeds Operating Expenses (as defined below).

(b) Operating Expense shall mean, actual, reasonable and customary costs, fees and expenses directly attributable to the operation, maintenance, and management of the Project, including without limitation painting, cleaning, repairs and alterations, landscaping, utilities, rubbish removal, certificates, permits and licenses, sewer charges, real and personal property taxes and assessments, insurance, security, advertising, promotion and publicity, office, janitorial, cleaning and building supplies, lease payments if any, cash deposited into reserves for capital replacements with respect to the Project in an amount not to exceed reserve requirements reasonably imposed by any lender, cash deposited into an operating reserve in an amount not to exceed the amount reasonably required by any lender, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys, consultants and other professionals, repayment of any deferred development fees and any required debt service under senior loans. Operating Expenses may include the payment to Borrower of a reasonable partnership management fee and a reasonable asset management fee. Operating Expenses may also include a deferred developer fee. The Operating Expenses shall be reported in the Annual Financial Statement.

(c) Revenue, Operating Expenses, and any other information necessary to establish Residual Receipts shall be determined from financial statements prepared under accounting principles generally accepted in the United States of America and audited by Certified Public Accountants as may be chosen by Borrower and accepted in writing by Lender. Lender's acceptance of accountant chosen by Borrower shall not unreasonably be withheld.

2. **PAYMENT PROVISIONS:** The following payment provisions apply to this Note:

A. Promise to Pay. Borrower promises to pay to the order of Lender the principal sum of Three Million Three Hundred Thousand Dollars ($3,300,000), plus interest thereon and other charges due under this Note, all in the manner provided below. Interest shall accrue at the rate of 3% simple interest on funds advanced, commencing on the date of each advance. All payments received shall be applied first to the charges which Lender is entitled to impose under this Note and the Deed of Trust, then to interest, and then to principal.

B. Payments. Borrower promises to pay interest, principal, and all other sums which may become due on the Note as follows:

(1) All sums outstanding under this Note shall be due and payable 55 years from the date Borrower becomes the owner of the Property.

(2) All sums outstanding under this Note shall without any reduction become immediately due and payable upon any default under this Note, or upon any transfer (including hypothecation) of the Property securing payment of this Note not permitted by the Loan Agreement, upon any change in ownership or composition of the Borrower not permitted, or upon any breach or default of the Loan Agreement or the Regulatory Agreement.

(3) All other payments shall be made annually, commencing on April 30 of the year following the issuance of the first Certificate of Occupancy for the Project, and each April 30 thereafter;

i. Payments shall be in the amount of up to 10% of Residual Receipts, as approved by Lender, for the year preceding the date on which payment is due; and

ii. The first payment shall be due April 30 of the year following the issuance of the first Certificate of Occupancy for the Project and shall be based upon Residual Receipts calculated for the year in which the City issued the first Certificate of Occupancy for the Project.

3. **PAST DUE PRINCIPAL AND INTEREST**. Any amount of principal or interest on the Loan or any fee or expense or other amount payable hereunder shall, to the extent permitted by law, bear interest from such payments due date until paid at the rate of 10% per annum, which interest shall be immediately due and payable.

4. **NO DEDUCTIONS, NO OFFSETS**. All payments of principal and interest hereunder shall be made without deduction of any present and future taxes, levies, duties, imposts, deductions, charges or withholdings imposed by any existing or future law, rule, regulation, treaty, directive or requirement whether or not having the force of law, which amounts shall be paid by Borrower. Borrower will pay the amounts necessary such that the gross amount of the principal and interest received by Lender is not less than that required by this Note. All stamp and documentary taxes shall be paid by Borrower. If, notwithstanding the foregoing, Lender pays any such taxes, Borrower will reimburse Lender for the amount paid, as additional interest, within five (5) days of Lender's demand for payment. Borrower will furnish Lender official tax receipts or other evidence of payment of all such amounts.

5. **ABSENCE OF USURY**. Borrower and Lender intend that the Loan be exempt from the restrictions contained in the California usury law, or if not exempt, that the Loan shall be in compliance with any applicable usury law. In furtherance thereof, Borrower and Lender agree that none of the terms and provisions contained in this Note, or in any other instrument executed in connection herewith, shall ever be construed to create a contract to pay for the use, forbearance or detention of money, or interest at a rate in excess of the maximum interest rate permitted to be charged by applicable law. Therefore, if a court ultimately determines that the Loan is not exempt from the California usury law, or if a court determines that the usury law of another jurisdiction should be applied to the Loan: (a) neither Borrower nor any endorsers or

other parties now or hereafter becoming liable for payment of this Note shall ever be required to pay interest on this Note at a rate in excess of the maximum interest that may be lawfully charged under applicable law, and the provisions of this Section shall control over all other provisions of this Note and any other instruments now or hereafter executed in connection herewith; (b) if the maturity hereof shall be accelerated for any reason or if the principal of this Note is paid prior to the end of the term of this Note, and as a result thereof the interest received for the actual period of existence of the Loan would be unlawful, the holder of this Note shall refund to Borrower the amount of such excess or shall credit the amount of such excess against the principal balance of the Note then outstanding; and (c) in the event that Lender or any other holder of this Note shall collect monies which are deemed to constitute interest which would increase the effective interest rate on this Note to a rate in excess of that permitted to be charged by applicable law, all such sums deemed to constitute interest in excess of the legal rate shall, upon such determination, at the option of the holder of this Note, be first, credited against the principal balance of this Note then outstanding, and second, returned to the Borrower.

6. **PREPAYMENT**. This Note may be prepaid in whole or in part without penalty or charge.

7. **ATTORNEY'S FEES**. Should the indebtedness represented by this Note or any part thereof be collected at law or in equity or through any bankruptcy (including, without limitation, any action for relief from the automatic stay or any other bankruptcy proceeding) receivership, probate or other court proceedings or by any judicial or non-judicial foreclosure proceeding, or if this Note is placed in the hands of attorneys for collection after default, the Borrower and all endorsers, guarantors and sureties of this Note jointly and severally agree to pay, in addition to the principal and interest due and payable hereon, reasonable attorneys' fees and collection costs and expenses. Should any action be brought to construe, clarify, or obtain a declaration as to the terms of this Note or the parties' obligations under it, the prevailing party in such action shall recover its reasonable attorneys' fees.

8. **WAIVER OF PRESENTMENT**. Borrower, and any and all endorsers, guarantors and sureties of this Note, and all other persons liable or to become liable on this Note, jointly and severally waive presentment for payment, demand, notice of demand and of dishonor and nonpayment of this Note, notice of intention to accelerate the maturity of this Note, protest and notice of protest, diligence in collecting, and the bringing of suit against any other party, and agree to all renewals, extensions, modifications, partial payments, releases or substitutions of security, in whole or in part, with or without notice, before or after maturity. The pleading of any statute of limitations as a defense to any demand against the makers, endorsers, guarantors and sureties is expressly waived by each and all such parties to the extent permitted by law.

9. **LOSS OF NOTE**. Upon notice from any holder to Borrower of the loss, theft, destruction or mutilation of this Note and, upon receipt of indemnity reasonably satisfactory to Borrower from any holder of this note (except that if Lender is the holder of this Note, an indemnification from Lender shall be sufficient) or, in the case of mutilation hereof, upon surrender of the mutilated Note, Borrower will make and deliver a new note of like tenor in lieu of this Note.

10. **SUCCESSORS AND ASSIGNS**. This Note shall be binding upon and shall inure to the benefit of Borrower and Lender, and their successors and assigns.

11. **SEVERABLE PROVISIONS**. Every provision of this Note is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or enforceability shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

12. **NOTICES**. Notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Note shall be in writing and shall be given by personal delivery, mail or telegram or facsimile and addressed, if to Lender, 435 South "D" Street, Oxnard, California 93030, or if to Borrower, at 435 South "D" Street, Oxnard, California 93030. Notice by personal delivery shall be deemed effective upon the delivery of such notice to the party for whom it is intended at the recipient's address. Notice by mail shall be deemed effective two (2) business days after depositing such notice, certified or registered mail, postage prepaid, properly stamped and sealed, with the United States Postal Service, properly addressed regardless of whether or when the notice is actually received by the addressee. Notice by telegram shall be deemed effective upon the transmission of the telegram, telegraph charges prepaid, to the party for whom it is intended at the recipient's address. Notice by facsimile shall be effective upon transmission. Notice by overnight guaranteed delivery service shall be deemed effective one (1) business day after depositing such notice with said service, charges prepaid and properly addressed. Either party may give notice of any change of address in accordance with the notice procedures described above.

13. **DEFAULT**. Any failure to perform any obligation of Borrower under this Note, the Deed of Trust, the Loan Agreement, or the Regulatory Agreement shall be considered a default hereunder.

14. **JOINT AND SEVERAL**. The obligations of Borrower in this Note shall be joint and several obligations of Borrower and of each Borrower, if more than one, and of each of Borrower's heirs, devisees, legatees, administrators, executors, personal representatives, successors and assigns.

15. **GENDER**. In this Note, whenever the context so requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural.

16. **TIME OF ESSENCE**. Time is of the essence in this Note and the performance of each of the covenants and agreements contained herein.

17. **GOVERNING LAW**. This Note shall be construed and enforced in accordance with the laws of the State of California.

18. **AUTHORITY**. The person executing this Note represents and warrants that such person has the authority to execute this Note and bind borrower to its provisions.

19. **CAPTIONS AND REFERENCES**. The captions of the Paragraphs of this Note are for the purposes of convenience only and are not intended to be part of this Note and shall not be deemed to modify, explain, enlarge or restrict any of the provisions hereof. All "Paragraph" references are to the paragraphs of this Note, unless otherwise indicated.

20. **SECURITY**. This Note is secured by a deed of trust executed concurrently herewith, encumbering the property described therein.

21. **NONRECOURSE OBLIGATION.** Except as expressly provided in the second paragraph of this section, the Trustor, and the Trustor's officers, directors, employees and agents shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the Note or the performance of the covenants of the Trustor under the Deed of Trust securing the Note. The sole recourse of the Beneficiary with respect to the principal of, or interest on, the Note shall be to the property securing the indebtedness evidenced by the Note. However, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Note of all the rights and remedies of the Beneficiary, or (b) be deemed in any way to impair the right of the Beneficiary to assert the unpaid principal amount of the Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto.

The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note, except as hereafter set forth; nothing contained herein is intended to relieve the Trustor of personal liability for (a) fraud or willful misrepresentation; (b) the failure to pay taxes, assessments or other charges (which are not contested by Trustor in good faith) which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (c) the fair market value of any personal property or fixtures removed or disposed of by Trustor other than in accordance with the Deed of Trust; (d) the misapplication of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property; and (e) payment to the Beneficiary of any rental income or other income arising with respect to the Property received by the Trustor after the Beneficiary has given notice to the Trustor of the occurrence of an Event of Default, subject to the rights of any lender providing a loan secured by the Property to which the Lender has subordinated the Deed of Trust.

DISCLOSURES. BORROWER HEREBY ACKNOWLEDGES THAT INTEREST IN THIS NOTE MAY AT TIMES TO BE CALCULATED BY HOLDER ON THE BASIS OF A THREE HUNDRED SIXTY (360) DAY YEAR AND IS FULLY AWARE THAT SUCH CALCULATIONS MAY RESULT IN AN ACCRUAL AND/OR PAYMENT OF INTEREST IN AMOUNTS GREATER THAN CORRESPONDING INTEREST CALCULATIONS BASED ON A THREE HUNDRED SIXTY-FIVE (365) DAY YEAR.

(Signatures appear on next page)

TERRAZA DE LAS CORTES, L.P.

By: LAS CORTES, INC., a California nonprofit public benefit corporation, its general partner

____

Name: Bryan A. MacDonald
Its: President

EXHIBIT C

DEED OF TRUST

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Oxnard
Affordable Housing & Rehab
435 South D Street
Oxnard, CA 93030
Attn: Program Manager

Request recording without fee. Record for the benefit of the City of Oxnard pursuant to Section 6103 of the Government Code.

(Space above this line for Recorder's use)

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(This Deed of Trust contains an acceleration clause)
(Secures Promissory Note, Affordable Housing Predevelopment and Construction Loan Agreement, Regulatory Agreement)

This DEED OF TRUST is made _______________, 2012, between Terraza de Las Cortes, L.P., a California limited partnership, herein called TRUSTOR, whose address is 435 South D Street, Oxnard, CA 93030, _________________ Title Company, herein called TRUSTEE, and the City of Oxnard, a California municipal corporation (the "City"), herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property located at ____, in the City of Oxnard, which is located in Ventura County, California, as more particularly described in Exhibit A (the "Property") attached hereto and incorporated herein by this reference;

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

This grant is made for the purpose of securing the performance of each agreement of Trustor incorporated by reference or contained herein; and performance of that certain Affordable Housing Predevelopment and Construction Loan Agreement dated November 27, 2012, that certain Regulatory Agreement and Promissory Note in the face amount of $3,300,000 made by Terraza de Las Cortes, L.P. The Regulatory Agreement and Promissory Note are dated concurrently with this Deed of Trust. This Deed of Trust secures all obligations of each of the foregoing agreements. Any default in the performance of obligations under any of such agreements is a default under each of the agreements and is a default hereunder, and entitles Beneficiary and Trustee to exercise all rights and remedies herein described.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda 1288	556		Madera	911	136	San Luis Obispo	1311	137
Alpine	3	130-31	Marin	1849	122	San Mateo	4778	175
Amador	133	438	Mariposa	90	453	Santa Barbara	2065	881
Butte	1330	513	Mendocino	667	99	Santa Clara	6626	664
Calaveras185	338		Merced	1660	753	Santa Cruz	1638	607
Colusa	323	391	Modoc	191	93	Shasta	800	633
Contra Costa	4684	1	Mono	69	302	San Diego Series5 1964		14977
Del Norte	101	549	Monterey	357	239	Sierra	38	187
El Dorado	704	635	Napa	704	742	Siskiyou	506	762
Fresno	5052	623	Nevada	363	94	Solano	1287	621
Glenn	469	76	Orange	7182	18	Sonoma	2067	427
Humboldt	801	83	Placer	1028	379	Stanislaus	1970	56
Imperial	1189	701	Plumas	166	1307	Sutter	655	585
Inyo	165	672	Riverside	3778	347	Tehama	457	183
Kern	3756	690	Sacramento	5039	124	Trinity	108	595
Kings	858	713	San Benito	300	405	Tulare	2530	108
Lake	437	110	San Bernardino	6213	768	Tuolumne	177	160
Lassen	192	367	San Francisco	A-804	596	Ventura	2607	237
Los Angeles	T-3878	874	San Joaquin	2855	283	Yolo	769	16
						Yuba	398	693

shall inure to and bind the parties hereto, with respect to the property above described. Said Agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and attached hereto), are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein (provided that in the event any said provision is inconsistent with the language in this Deed of Trust, the language of this Deed of Trust shall control), and Beneficiary may charge for a statement regarding the obligation secured hereby; provided the charge therefore does not exceed the maximum allowed by law.

The Trustor acknowledges receipt of a copy of such provisions of such fictitious deed of trust.

If the Trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be made to him as his address hereinbefore set forth.

SIGNATURE OF TRUSTOR

TERRAZA DE LAS CORTES, L.P. a California limited partnership

By: LAS CORTES, INC., a California nonprofit public benefit corporation, its general partner

____

Name: Bryan A. MacDonald
Title: President

State of ____________________)
) ss
County of __________________)

On ____________________, 201__, before me ______________________________, Notary Public, personally appeared ____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

__________________________________ (Seal)

EXHIBIT D

REGULATORY AGREEMENT

Recording Requested by and
When Recorded Return to:

City of Oxnard
305 West Third Street
Oxnard, California 93030

No Recording Fee Required In Accordance
With California Government code Section 6103

SPACE ABOVE THISLINE FOR RECORDER USE

REGULATORY AGREEMENT
(CITY OF OXNARD)

THIS REGULATORY AGREEMENT (CITY OF OXNARD) ("Regulatory Agreement") is entered into effective ________________, 2012, by Terraza de Las Cortes, L.P., a California limited partnership ("Developer") in favor of the City of Oxnard, a municipal corporation ("City") pursuant to and in evidence of an "Affordable Housing Predevelopment and Construction Loan Agreement" executed by Developer concurrently herewith (the "Loan Agreement").

WHEREAS, Developer is or will be the owner of that certain real property in the City of Oxnard ("City"), County of Ventura, State of California ("Property") described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Developer and City have entered into the Loan Agreement in which Developer has agreed to purchase and operate the Property as an affordable housing project, and City has loaned $3,300,000 to assist development of the assisted units within the affordable housing project (the "Project"):

NOW, THEREFORE, IN CONSIDERATION FOR CITY'S ASSISTANCE, DEVELOPER COVENANTS AND AGREES FOR THE BENEFIT OF CITY AS FOLLOWS:

AGREEMENT

1. Definitions

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

housing costs;
family;
household;
low income household or family;
monthly adjusted income;
monthly income;
rent.

b. For the purposes of this Regulatory Agreement a low-income household or family, is a household or family with income not greater than 60% of the median income for Ventura County Metropolitan Statistical Area as determined by HUD, adjusted for family size ("AMI").

2. Term. The provisions of this Regulatory Agreement shall remain in effect for a period of 55 years from the date of first occupancy of a unit in the Project.

3. City Contributions. The City has provided funds for development costs of thirty-one (31) affordable apartment units (Assisted Units").

4. City Conditions. The Project shall meet all City conditions rules and regulations and shall be required to have approval of the Oxnard Planning Commission and City Council as required by City ordinances, resolutions, regulations and requirements.

5. Affordability Requirements. The Assisted Units shall be made available and rented only to low income households or families earning 60% or less of AMI which may include extremely low and very low income households or families. The Assisted Units will be rented at rents which are not greater than 30% of 60% of the AMI.

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

7. Maintenance. Developer shall, at all times during the term of this Regulatory Agreement, cause the Property and the Project to be maintained in good condition and repair regardless of cause of the disrepair. Developer shall be fully and solely responsible for costs of maintenance, repair, addition and improvements. City and any of its employees, agents, contractors or designees shall have the right to enter upon the Project at reasonable times and in reasonable manner to inspect the project.

8. Reports. Developer will provide City with reports and records as follows:

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

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

   c. Developer further understands and agrees that its failure to comply with any and all reporting and data submission requirements of this paragraph 8 may be deemed by City to be evidence of cessation of operation under the Regulatory Agreement or conversion to an unapproved change in use, requiring recovery of loan funds pursuant to the Regulatory Agreement, provided, however, that a failure to comply with the reporting and data submission requirements shall not be deemed to be cessation of operation under the Regulatory Agreement or a conversion to an unapproved change unless Developer has failed to cure such failure to comply within 30 days after City gives Developer a "notice to cure", or if the failure cannot be cured within 30 days, fails to commence to cure within 30 days and thereafter diligently pursue such cure.

   d. All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail.

The affordability requirements contained in this Regulatory Agreement constitute covenants, conditions and restrictions that run with the land. Subject to the provisions of paragraph 16 below, if Developer fails to perform any obligation under this Regulatory Agreement, and fails to cure the default within 30 days after City has notified Developer in writing of the default or if the default cannot be cured within 30 days, fails to commence to cure within 30 days and thereafter diligently pursue such cure, City shall have the right to enforce this Regulatory Agreement by any means permitted by law, including an action at law or in equity to compel Developer's performance of its obligations, and/or for damages.

9. Hold Harmless Indemnification.

a. Developer shall at all times defend, indemnify and save City and the City of Oxnard Housing Authority ("Housing Authority"), including their boards, council members, commissioners, agencies, departments, officers, employees, agents and volunteers, harmless against any and all claims, lawsuits, judgment, demands and liability against City, or the Housing Authority, all of their boards, council members, commissioners, agencies, departments, officers, employees, agents and volunteers, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the operations conducted or subsidized in whole or in part by City related to this Regulatory Agreement, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of City or any other indemnitee. Developer is not obligated to indemnify City or others for claims based upon their use of information provided by Developer, provided the information itself is accurate. Developer shall at all times indemnify and hold harmless City, its officers and employees, from all loss, litigation, liability, damage, or expense, including, without limitation, potential tenant relocation costs arising under this Regulatory Agreement and/or any subcontract which Developer enters into relating to implementation of the Project.

b. Developer's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Borrower is obligated to indemnify and hold harmless.

10. Modifications. This Regulatory Agreement is subject to written modification and termination as necessary by City in accordance with requirements contained in any future federal legislation and regulations. All other modifications must be in written form and approved by both parties. To the extent that any lender to, or equity investor in, the Project requires changes to this Regulatory Agreement, which changes do not materially affect the basic affordability, reporting, and enforcement provisions hereof, the City agrees to cooperate to effect such changes within a reasonable time.

11. Sale Of Property/Change Of Use. Developer agrees and declares that the Property and the Project shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, operated, sold, and approved subject to all obligations set forth or incorporated in this Regulatory Agreement, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property and the Project. All of the obligations set forth or incorporated in this Regulatory Agreement shall constitute covenants which run with the land and shall be binding on Developer and its successors and assigns, and all parties having or acquiring any right, title or interest in, or to any part of the Property or Project. Developer further understands and agrees that the loan funds provided to Developer under this Regulatory Agreement are made on the condition that Developer and all subsequent owners, or other successors and assigns of the Property and/or Project lease and rent the Units in accordance with the terms and conditions stipulated in paragraph 5 of this Regulatory Agreement, and in the Regulatory Agreement for a

term of 55 consecutive years commencing upon the date that the Project is first occupied. In the event that Developer or any of its successors and assigns violates any of these covenants, following reasonable notice and opportunity to cure, the total amount of the Loan funds shall become immediately due and payable.

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

13. Notice. All notices given or required to be given to this Regulatory Agreement, shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

TO CITY:	City of Oxnard Housing Director 435 South D Street Oxnard, California 93030
TO DEVELOPER:	Terraza de Las Cortes, L.P. 435 South D Street Oxnard, California 93030 Attention: President

and, when addressed in accordance with this paragraph, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the name and addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

14. Compliance With Law. Developer shall comply with all applicable laws and regulations in the implementation of this Regulatory Agreement.

15. Contractual Relationship. The contractual relationship between City and Developer is independent and under no circumstances shall Developer be considered an agent or partner of City.

16. Enforced Delay; Extension Of Times Of Performance. In addition to specific provisions of this Regulatory Agreement, performance by any of the parties hereunder shall not be deemed to be in default, and all performance and other dates specified in this Regulatory Agreement shall be extended, where delays or defaults are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargos, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplier, acts or omissions of another party, acts or failures to act of any public or governmental agency or entity (other than the acts or failures to act of City which shall not excuse performance by City), or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Regulatory Agreement, an extension of time for any such cause

shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Regulatory Agreement may also be extended in writing by the mutual agreement of City's Housing Director and Developer.

17. Benefit Of Agreement. This Regulatory Agreement and every provision hereof is for the exclusive benefit of Developer and City and not for the benefit of any other party. There shall be no incidental or other beneficiaries of any of Developer's or City's obligations under this Regulatory Agreement.

18. Enforcement Of Agreement. If any terms, provisions, conditions or covenants in this Regulatory Agreement, or the application thereof to any party or circumstances, shall to any extent be held invalid or unenforceable, the remainder of this Regulatory Agreement, or the application of such terms, provisions, conditions or covenants to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Regulatory Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. Governing Law. The terms of this Regulatory Agreement shall be interpreted according to the laws of the State of California.

20. Rights of Mortgage Holders. The provisions of these Covenants do not limit the right of the holder of any mortgage, deed of trust or other lien or encumbrance to exercise any of its remedies for the enforcement of any pledge or lien upon the Property, recorded prior in time to this Regulatory Agreement or to which this Regulatory Agreement has been subordinated in writing. In the event of any foreclosure under any such mortgage, deed of trust, or other lien or encumbrance, or a sale pursuant to any power of sale included in any such mortgage or deed of trust, the purchaser or purchasers and their successors and assigns and the Property shall not be subject to conditions, restrictions and covenants contained in Paragraphs 5, 6, and 8 hereinabove.

21. City Successors. City, its successors and assigns, is deemed the beneficiary of the covenants contained herein, without regard to technical classification and designation. The covenants shall run in favor of City, its successors and assigns, without regard to whether City has been, remains, or is an owner of any land or interest therein.

22. Modification. City and its successors and assigns, and Developer and its successors and assigns shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants or restrictions contained in these covenants without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property: provided, however, that the obligations set forth in paragraph 20 shall not be subject to modification without the consent of any affected lienholder.

23. No Discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, national origin, sex, age,

disability, marital status, sexual preference, creed, ancestry, familial status, medical condition, or retaliation for having filed a discrimination complaint, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Developer itself or any person claiming under or through it, establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number use or occupancy of buyers, tenants, lessees, subtenants, sublessees, or vendees of the Property.

The Developer shall refrain from restricting the rental, sale or lease of the Property to any person on the basis of race, color, religion, ancestry, familial status, national origin, sex, age, disability, marital status, sexual preference, creed, ancestry, medical condition, or retaliation for having filed a discrimination complaint. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

> "The transferee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or though them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.0 of the Government code, in the sale, lease sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or though him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lesses, subtenants, sublesses, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

IN WITNESS WHEREOF, City and Developer have executed this Regulatory Agreement.

(NOTARIZATION REQUIRED)

City:

THE CITY OF OXNARD

____
Dr. Thomas E. Holden, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

____
Alan Holmberg, City Attorney

Developer:

TERRAZA DE LAS CORTES, L.P. a California limited partnership

By: LAS CORTES, INC., a California nonprofit public benefit corporation, its general partner

____
Name: Bryan A. MacDonald
Title: President

EXHIBIT E

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. ______
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

10/12

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG . $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/

		$500,00 0 & listed sub-consultant

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

CERTIFICATE HOLDER	CANCELLATION
City of Oxnard Attn: Risk Manager Reference No. ______ 300 W. Third Street, Suite 302 Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

Rev. 10/12

INS-A.doc

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ ______________ with an Aggregate of $______ applies to ______________________ coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date ____________
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ ______________		
☐ ______________		

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: ______________
Address: ______________
____
Telephone: (   ) ______________

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No.________
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ______________________

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

Signature ______________________________
(original signature required)
Telephone: (   ) ______________ Date Signed: ______________

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")	**SUBMIT IN DUPLICATE** ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY)
PRODUCER Telephone:	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of $ ______ with an Aggregate of $______ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)
NAMED INSURED	**APPLICABILITY**. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER	**OTHER PROVISIONS**
LIMIT OF LIABILITY $ ______ **per accident, for bodily injury and property damage.**	**CLAIMS:** Underwriter's representative for claims pursuant to this insurance. Name: ______ Address: ______ ______ Telephone: ( ) ______

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER	
CITY OF OXNARD **Attn: Risk Manager**	**AUTHORIZED REPRESENTATIVE** ☐ Broker/Agent ☐ Underwriter ☐ ______

Reference No. _______ **300 W. Third Street, Suite 302** **Oxnard, CA 93030**	I _______________________ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature ____ *(original signature required)* Telephone: ( ) Date Signed _______________

Rev. 10/12

INS

AGREEMENT OF LIMITED PARTNERSHIP
OF
TERRAZA DE LAS CORTES, L.P.
A CALIFORNIA LIMITED PARTNERSHIP

AGREEMENT OF LIMITED PARTNERSHIP

Article 1. Identification

This Agreement of Limited Partnership (this "Agreement") is dated as of November 27th, 2012, and is entered into by and between LAS CORTES, INC., a California nonprofit public benefit corporation ("General Partner") and the Housing Authority of the City of Oxnard, a public body, corporate and politic ("Limited Partner"). The General Partner and the Limited Partner are referred to in this Agreement individually as a "Partner" and collectively as the "Partners."

Article 2. Partnership Formation

2.1 By this Agreement, the Partners join together to form a California limited partnership (the "Partnership") pursuant to the Uniform Limited Partnership Act of 2008 as set forth in California Corporations Code §§15900-15912.07. ("Act"). The Partners have formed this Partnership for the purposes described in Article 5.

2.2 In accordance with the Act, the General Partner shall prepare, execute and file a Certificate of Limited Partnership with the California Secretary of State.

Article 3 Name

The name of the partnership is TERRAZA DE LAS CORTES, L.P.

Article 4. Place of Business

The principal place of business of the Partnership shall be 435 South D Street, Oxnard, CA 93030.

Article 5. Purpose

The purpose of the Partnership is to (i) own that certain real property known as Parcels 2 and 4, Oxnard, California, designated with Ventura County Assessor's Parcel Number: LLA 080229-0032363 ("Property"), (ii) develop the Property into a 64 unit apartment complex to be used as rental housing for low and very low income individuals, and (iii) pursue any other activities related or incidental to the foregoing.

Article 6. Term

The Partnership shall commence on the date the General Partner files the Certificate of Limited Partnership in accordance with Section 2.2 and shall continue until terminated in accordance with the Act.

Article 7. <u>Control and Management by the General Partner</u>

7.1 Subject to the voting rights of the Limited Partner as provided in this Agreement, the General Partner shall have exclusive and complete management and control of the business of the Partnership, including the power to delegate duties and responsibilities, to sign contracts and leases, and to make all decisions in connection with the Partnership and its business operations, and shall have all rights, power and authority generally conferred by law or necessary, advisable or convenient to manage the business and affairs of the Partnership and to accomplish the purpose of the Partnership, subject to the fiduciary duties imposed on the General Partner by law.

7.2 The Limited Partner, acting in that capacity, shall take no part in or interfere in any manner with the management, conduct, or control of the Partnership business or the sale, leasing or financing of its assets, and shall have no right or authority to act for or bind the Partnership in any way whatsoever.

Article 8. <u>Limitation on the Partners' Obligations</u>

8.1 The General Partner is not obligated to devote full time to the affairs of the Partnership. The General Partner may become involved in other businesses and occupations and other partnerships. The General Partner shall devote to the Partnership's business the amount of time reasonably necessary to manage the business and the affairs of the Partnership and to perform the duties of a general partner.

8.2 A Partner shall have no obligation to present any investment opportunity to the Partnership, even if the opportunity is of a character consistent with the purpose of the Partnership and which, if presented to the Partnership, could be taken by the Partnership. Each Partner shall have the right to take for the Partner's own account or to recommend to others any investment opportunity. The Partners shall have no duties or obligations to one another except those expressly stated in this Agreement or established by law.

Article 9. <u>Percentage Interest and Capital Contributions</u>

9.1 Each Partner's address and percentage interests in the capital, profits, losses and distributions of the Partnership are set forth on the ownership schedule attached hereto as <u>Exhibit A</u> and incorporated herein by this reference (the "Ownership Schedule").

9.2 The Partners shall not be obligated to make any capital contributions to the Partnership other than what is set forth in the Ownership Schedule.

Article 10. Accounting; Books and Records

The fiscal year of the Partnership shall be the calendar year. The Partnership books and records shall be kept using the method of accounting selected by the General Partner. All income, gains, losses, deductions and credits of the Partnership shall be allocated in accordance with the Partner's percentage interest in the Partnership pursuant to applicable provisions of the Internal Revenue Code. The General Partner shall keep at the principal office of the Partnership all of the books and records required by the Act.

Article 11. Restrictions on Transfer

11.1 General Partner may not sell, assign, transfer, encumber or otherwise dispose of an interest in the Partnership without the consent of the Limited Partner.

11.2 Limited Partner may sell, assign, transfer, encumber or otherwise dispose of an interest in the Partnership without the consent of the General Partner.

Article 12. Rights and Obligations of the Limited Partner

12.1 Meetings of the Partnership may be called by any Partner. Meetings shall be held at the place determined by the General Partner. Meetings shall be conducted in accordance with rules and regulations adopted by the General Partner consistent with the provisions of the Act.

12.2 Limited Partner shall take no part in the control, conduct, or operation of the business of the Partnership and shall have no right or authority to act for or bind the Partnership.

Article 13. Amendments

This Agreement may be amended only by a writing signed by the General Partner and the Limited Partner.

Article 14. Miscellaneous

14.1 All notices, requests, demands, deliveries and other communications required or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly given (i) when hand delivered to a Partner; or (ii) three (3) business days after deposited in the United States mail as certified or registered mail, return receipt requested, postage prepaid and addressed as set forth below; or (iii) the next business day after delivery to a national overnight delivery service (such as Federal Express or DHL World Wide Express) for next-business-day delivery guaranteed, addressed as set forth below, provided that the sending Partner receives a confirmation of delivery from the delivery service; or (iv) the date sent when sent by facsimile transmission to the fax number set forth below, provided that receipt of the facsimile transmission is confirmed by electronic means or otherwise:

14.2 Each Partner agrees to execute, with acknowledgment or affidavit if requested, all documents and writings reasonably necessary or appropriate in the creation of the Partnership and the achievement of its purpose.

14.3 Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute law, ordinance, or regulation contrary to which the Partners have no legal right to contract, the latter shall prevail, but the provisions of this Agreement affected shall be limited only to the extent necessary to bring it within the requirements of such law. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

14.4 If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with this Agreement, then the successful or prevailing Partner shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, and/or enforcing any judgment granted therein, in addition to any other relief to which it may be entitled. Any judgment or order entered in such action or proceeding shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

14.5 This Agreement constitutes the entire understanding of the Partners with respect to its subject matter and supersedes all prior agreements and understandings with respect to the matters provided in this Agreement.

14.6 All provisions of the Act, as amended, shall be deemed to be superseded by the express terms of this Agreement to the extent necessary to effectuate the intent of the Partners as reflected by this Agreement.

14.7 Subject headings are included in this Agreement for purposes of convenience only and shall not be deemed a part of this Agreement.

14.8 This Agreement is entered into under and shall be governed by the laws of the State of California, and jurisdiction and venue in Ventura County, California are hereby acknowledged to be correct.

14.9 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

(Signature page follows.)

IN WITNESS WHEREOF, the Partners have signed this Agreement as of the date first set forth above.

GENERAL PARTNER

LAS CORTES, INC., a California nonprofit public benefit corporation

By: ______________________________
Bryan MacDonald, President

LIMITED PARTNER

HOUSING AUTHORITY OF THE CITY OF OXNARD, a public body corporate and politic

By: ______________________________
William E. Wilkins, Housing Director

EXHIBIT A

Ownership Schedule

Name and Address	Capital Contribution	Percentage Interest in Partnership
General Partner		
Las Cortes, Inc. 435 South D Street Oxnard, CA 93030	$100	.01%
Limited Partner		
Housing Authority of the City of Oxnard 435 South D Street Oxnard, CA 93030	$100	99.99%

TERRAZA DE LAS CORTES
FINANCIAL PROJECTION

Permanent Financing Sources:		
Permanent Loan	$	6,650,000
Tax Credit Equity-LIHC		5,891,606
Solar Tax Credit Equity		174,943
Solar Rebates		-
Seller Carryback Note		-
Net Operating Income through Permanent Loan Conversion		-
Public Loan (In-Lieu Funds and Housing Trust Funds)		3,600,000
Deferred Impact and Permit Fees		-
Funding Gap		-
Contractor Note		-
Affordable Housing Program		-
Developer Equity		-
Deferred Developer Fee		1,957,994
Total	$	16,346,607

Construction Financing Sources:		
Construction Loan	$	9,428,088
Bridge Loan		-
Tax Credit Equity-LIHC		1,767,482
Solar Tax Credit Equity		52,483
Solar Rebates		-
Seller Carryback Note		-
Net Operating Income through Permanent Loan Conversion		-
Public Loan (In-Lieu Funds and Housing Trust Funds)		3,600,000
Deferred Impact and Permit Fees		-
Funding Gap		-
Contractor Note		-
Developer Equity		-
Deferred Developer Fee		1,498,554
Total	$	16,346,607

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 11/27/12

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

Prepared By: Larry White _____ Agenda Item No. I-12

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

DATE: November 14, 2012

TO: City Council

FROM: William E. Wilkins, Housing Director
Curtis P. Cannon, Community Development Director

SUBJECT: **Amendment of Affordable Housing Loan Agreement Previously Approved by the City Council June 21, 2011, and amended on December 13, 2011, regarding the Las Villas de Paseo Nuevo Project Located in the Cypress Neighborhood Southwest of the Intersection of Cypress Road and Pleasant Valley Road.**

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Second Amendment to the Affordable Housing Pre-Development and Construction Loan Agreement eliminating the payment in-lieu of taxes (PILOT) from the agreement.

DISCUSSION

In 2011, the City of Oxnard ("City") and Paseo Nuevo Partners, L.P., a California limited partnership ("Partnership") entered into an Affordable Housing Pre-Development and Construction Loan Agreement (Agreement No. 7407) and First Amendment thereto ("Loan Agreement"). The City loaned $5,000,000 from the City's Low and Moderate Income Housing Fund to the Partnership to assist the Partnership in the development and construction of a 72 unit affordable housing development in South Oxnard commonly referred to as Las Villas de Paseo Nuevo ("Project"). The Housing Authority of the City of Oxnard ("Housing Authority") and Las Cortes, Inc., a California non-profit public benefit corporation, which was formed by the Housing Authority, are general partners in the Partnership.

The Partnership was formed for the purpose of obtaining an allocation of Federal Low Income Housing Tax Credits from the California Tax Credit Allocation Committee in order to assist in the funding of the construction of the Project. This effort resulted in excess of $8,300,000 in equity being contributed for the construction of the Project in exchange for the benefit of the Federal tax credits. The Project is currently under construction and is scheduled to be complete in March, 2013.

The Loan Agreement includes, among other things, a requirement that the Partnership pay to the City certain PILOT compensation. The stated purpose of the PILOT compensation is to compensate the

City for the loss of property tax revenue from the Project due to the fact that the affordable housing development was exempt from the payment of property taxes in accordance with California Revenue & Taxation Code section 214 (g).

Pursuant to the Loan Agreement, City and Partnership agreed that the payment of PILOT compensation would be paid from 50% of residual receipts after all other Partnership obligations had been satisfied. In other words, PILOT compensation was the Partnership's lowest priority debt obligation. In addition, any PILOT compensation not paid in any given year was forgiven. Based upon the Project's financial projections no PILOT compensation would be paid to the City by the Partnership until the year 2056 at the earliest.

In response to the Partnership's request that the Project be exempt from the payment of property taxes in accordance with Revenue & Taxation Code section 214 (g), the Ventura County Assessor's Office informed the Partnership that the County was rejecting the Partnership's property tax exemption request. The County Assessor's rejection was based upon his determination that the Partnership was unable to make the following certification required by Section 214 (g):

> "In order to be eligible for the exemption provided by this subdivision, the owner of the property shall do the following: . . . Certify that the funds that would have been necessary to pay property taxes are used to maintain the affordability of, or reduce rents otherwise necessary for, the units occupied by lower income households."

According to the County Assessor, because of the Partnership's obligation to pay PILOT compensation, the Partnership was unable to make this certification. In response to the County Assessor's determination, Partnership representatives met with representatives from the County Assessor's Office to discuss this matter. County Assessor staff was informed that there was no PILOT compensation being paid to the City until 2056 at the earliest. Based upon this fact, the Partnership took the position that the Partnership was able to make the certification required by Revenue and Tax Code section 214 (g) described above.

County Assessor staff acknowledged the reasonableness of the Partnership's position and confirmed that there was nothing unlawful about the City's imposition of the PILOT Compensation in connection with the Loan Agreement. Nevertheless, County Assessor staff confirmed that the Assessor was rejecting the Partnership's property tax exemption request based upon the existence of the PILOT Compensation.

Given the significant financial impacts created by the imposition of property taxes on the Project, and the fact that no PILOT Compensation will be received by the City until 2056, the recommended course of action is to amend the Loan Agreement to eliminate the PILOT Compensation. Once this is completed, the County Assessor has assured the Partnership that the County Assessor will authorize the property tax exemption.

FINANCIAL IMPACT

The Second Amendment does not alter or affect the amount of residual receipts allocated to the repayment of the City's $5,000,000 Loan.

ATTACHMENTS

1. Second Amendment of Affordable Housing Pre-Development and Construction Loan Agreement.

2. First Amendment of Affordable Housing Pre-Development and Construction Loan Agreement approved by the City Council on December 13, 2011.

3. Affordable Housing Pre-Development and Construction Loan Agreement approved by the City Council on June 21, 2011.

SECOND AMENDMENT OF LAS VILLAS DE PASEO NUEVO AFFORDABLE HOUSING PRE-DEVELOPMENT AND CONSTRUCTION LOAN AGREEMENT

This Second Amendment of Affordable Housing Pre-Development and Construction Loan Agreement ("Second Amendment") is made and entered into as of October 23, 2012, ("**Effective Date**") by and between the City of Oxnard, a municipal corporation ("City") and Paseo Nuevo Partners, L.P., a California limited partnership ("Paseo Nuevo Partners") and amends the Affordable Housing Pre-Development and Construction Loan Agreement and first amendment thereto ("Loan Agreement") entered into by and between City and Paseo Nuevo Partners dated June 21, 2011. City and Paseo Nuevo Partners are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Loan Agreement relates to the development and operation of seventy-two (72) affordable apartment units (including one manager's unit) for persons or families of low income according to the terms thereof (the "Project").

B. The Parties desire to amend certain provisions of the Loan Agreement related to the payments in lieu of taxes.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. Amendment of Section 1.16 of Loan Agreement. Section 1.16 is amended and restated to state as follows:

"1.16 'DEEDS OF TRUST' means the 'City Deed of Trust' in the form attached to Exhibit G of the Loan Agreement and incorporated herein by this reference. Any reference to the PILOT Compensation Deed of Trust is eliminated from the Loan Agreement."

2. Amendment of Section 1.35 of Loan Agreement. Section 1.35 is amended and restated to state as follows:

"1.35 'NET PROCEEDS' means the proceeds of a sale, transfer or refinancing of any portion of the Site and/or the Improvements, less the amount required to pay in full (i) the City Loan and (ii) all other loans secured by the Site that have priority over the Notes, and the reasonable costs of the transaction incurred by Paseo Nuevo Partners."

3. Deletion of Section 3.1 of the Loan Agreement. Section 3.1 is hereby deleted from the Loan Agreement.

4. Amendment of Section 3.5 (b) of the Loan Agreement. Section 3.5 (b) is amended and restated to state as follows:

"(b) Residual Receipts. 50% of Residual Receipts shall be distributed to City and shall be applied in the following order: (A) first, to pay interest and principal on the City Loan (described in Section 3.2, including accruals) and (B) second, to pay any payments due under the AHILF Loan."

5. Amendment of Section 3.6 (d) (2) of Loan Agreement. Section 3.6 (d) (2) is amended and restated to state as follows:

(2) Order of Priority – Second Draw. At the Loan Closing in connection with the Second Draw pursuant to Section 4.1.(b), the following documents shall be recorded (and subordinated as necessary) against the Site in the following order of priority, and no other debt shall be encumbered on the Site:

- (A) Grant Deed conveying fee title to the Site to Paseo Nuevo Partners;
- (B) Agreement Containing Covenants;
- (C) Notice of Affordability Restrictions;
- (D) Deeds of Trust securing the Permitted Mortgages;
- (E) Deed of Trust securing the Seller Carry-Back Note;
- (F) City Deed of Trust securing the City Note; and
- (G) City Deed of Trust securing the AHILF Loan Note.

6. Amendment of Section 3.6 (d) (3) of the Loan Agreement. Section 3.6 (d) (3) is amended and restated to state as follows:

"(3). Loan Coverage. The City Loan, in combination with all other Permitted Mortgages, the Seller Carry-Back Note and AHILF Loan shall not exceed the Loan Coverage Threshold at the time that the Site is encumbered by liens from permanent loans, unless such requirement is waived by Director."

7. City agrees to execute a Full Reconveyance and such other documents as may be necessary to effect a release and cancelation of the PILOT Compensation Deed of Trust and the obligations there under.

8. Conflicts. In the event the terms of this Second Amendment are inconsistent or conflict with the terms of the Loan Agreement, the terms of this Second Amendment shall govern.

9. Governing Law. This Second Amendment shall be governed by and construed in accordance with California law.

10. Separate Counterparts. This Second Amendment may be executed in two or more separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.

11. Except as modified by this Second Amendment, the Loan Agreement shall remain in full force and effect.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date written above.

CITY OF OXNARD, a municipal corporation

By______________________________
Dr. Thomas E. Holden, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM

____
Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE

____
James Cameron, Chief Financial Officer

PASEO NUEVO PARTNERS, L.P., a California limited partnership

By: LAS CORTES, INC., a California nonprofit public benefit corporation, its general partner

____
Name: Bryan A. MacDonald
Title: President

APPROVED AS TO FORM

____
Mark S. Manion, Special Counsel

FIRST AMENDMENT OF LAS VILLAS DE PASEO NUEVO AFFORDABLE HOUSING PRE-DEVELOPMENT AND CONSTRUCTION LOAN AGREEMENT

This First Amendment of Affordable Housing Pre-Development and Construction Loan Agreement ("First Amendment") is made and entered into as of December 13, 2011 (**"Effective Date"**) by and between the City of Oxnard, a municipal corporation ("City") and Paseo Nuevo Partners, L.P., a California limited partnership ("Paseo Nuevo Partners") and amends the Affordable Housing Pre-Development and Construction Loan Agreement ("Loan Agreement") entered into by and between City and Paseo Nuevo Partners dated June 21, 2011. City and Paseo Nuevo Partners are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Loan Agreement relates to the development and operation of seventy-two (72) affordable apartment units (including one manager's unit) for persons or families of low and moderate income according to the terms thereof (the "Project").

B. The Parties desire to amend certain provisions of the Loan Agreement related to, among other things, the payments in lieu of taxes, in order to facilitate investment in the Project by a tax credit investor.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. Amendment of Section 1.16 of Loan Agreement. Section 1.16 is amended and restated to state as follows:

"1.16 'DEEDS OF TRUST' collectively means the 'City Deed of Trust" in the form attached to Exhibit G of the Loan Agreement and incorporated herein by this reference and the PILOT Compensation Deed of Trust attached hereto as Attachment 1 and incorporated herein by this reference ("PILOT Compensation Deed of Trust"), recorded against the Site as security for the City Loan and PILOT Compensation by Paseo Nuevo Partners, as trustor with City as beneficiary, as well as any amendments to, modification of, and restatement of said deeds of trust."

2. Amendment of Section 1.28 of Loan Agreement. Section 1.28 is amended and restated to state as follows:

"1.28 'LOAN COVERAGE THRESHOLD' shall mean an amount not to exceed ninety percent (90%) of the Value of the Site at the time the Site is encumbered by liens from permanent loans."

3. Amendment of Section 1.35 of Loan Agreement. Section 1.35 is amended and restated to state as follows:

"1.35 'NET PROCEEDS' means the proceeds of a sale, transfer or refinancing of any portion of the Site and/or the Improvements, less the amount required to pay in full (i) the City Loan; (ii) any PILOT Compensation owed, if the sale, transfer or refinancing continues the Project's tax exempt status; and (iii) all other loans secured by the Site that have priority over the Notes, and the reasonable costs of the transaction incurred by Paseo Nuevo Partners."

4. Amendment of Section 1.36 of the Loan Agreement. Section 1.36 is amended and restated to state as follows:

"1.36 'NOTES' means the 'City Promissory Note and occasionally referred to as City Note' in the form of Exhibit F attached hereto and incorporated herein by this reference, executed by Paseo Nuevo Partners in favor of the City evidencing City Loan, which is secured by the Deeds of Trust, as well as any amendments to, modifications of, or restatements of the City Promissory Note."

5. Amendment of Section 1.37 of the Loan Agreement. Section 1.37 is amended and restated to state as follows:

"1.37 'OPERATING EXPENSES' with respect to each Calendar Year shall mean the following costs reasonably and actually incurred for operation and maintenance of the Project to the extent that they are consistent with an annual independent audit performed by a certified public accountant using generally accepted accounting principles: property and other taxes and assessments imposed on the Project; premiums for property damage and liability insurance; utility services not paid for directly or reimbursed by tenants, including but not limited to water, sewer, trash collection, gas and electricity; maintenance and repair including but not limited to pest control, landscaping and grounds maintenance, painting and decorating, cleaning, common systems repairs, general repairs, janitorial, supplies, and similar customary utility services; any license or certificate of occupancy fees required for operation of the Project; general administrative expenses including but not limited to advertising and marketing, security services and systems, professional fees for legal, audit, accounting and tax returns for the limited partnership, and similar customary administrative expenses; property management fees, not to exceed $45.00 per unit per month in the first year with annual increases thereafter in proportion to the increases in affordable rent for the Project or six percent (6%) of Revenue, whichever is higher; an asset management fee not to exceed $7,500 payable to the tax credit investor and a separate partnership management fee not to exceed $10,000 payable to the managing general partner(s) beginning in the first year and increased thereafter at an annual rate not to exceed three percent (3%); cash deposited into a replacement reserve in the amount of $250 per unit per year, subject to annual increases not to exceed three percent (3%) or as otherwise required by a Permitted Mortgagee; cash deposited into an operating reserve in such reasonable amounts as are required by the Permitted Mortgagees, TCAC, or Paseo Nuevo Partners' tax credit investor from time to time; and debt service payments on Permitted Mortgages which are senior in priority to the Deeds of Trust and on the Seller Carry-Back Note, to the extent debt service payments are related to loans that are shown on the City-approved Budget, payment of any Deferred Developer Fee and Contractor Fee. 'Annual Operating Expenses' shall not include the following: depreciation, amortization, depletion or other non-cash expenses or any amount expended from a reserve account. Annual Operating Expenses shall be subject to the reasonable approval of Director."

6. Amendment of Section 1.41 of the Loan Agreement. The last paragraph in Section 1.41 is amended and restated to state as follows:

"'Permitted Mortgages' shall collectively mean all of the Permitted Mortgages. 'Permitted Mortgagee' shall mean the holder of any Permitted Mortgage."

7. Amendment of Section 1.48 of the Loan Agreement. Section 1.48 is amended and restated to state as follows:

"1.48 'RESIDUAL RECEIPTS' shall mean, in a particular Calendar Year, the amount by which Gross Revenue exceeds Operating Expenses, as determined by an audit to be completed not later than 90 days after the end of each Calendar Year during the term of the City Promissory Note, by an independent certified public accountant reasonably acceptable to the Director, using generally accepted accounting principles and based on actual expenses incurred and revenues received during each such Calendar Year (the "Audit"). The first such Audit shall be for the partial year beginning on the date a Certificate of Occupancy has been issued for the Project and ending on December 31 of that year. The Director shall review and approve such Audit, or request revisions, within 30 days after receipt. The Audit shall determine the amount of Residual Receipts, if any, generated in that year, together with payment of City's fifty percent (50%) share of such Residual Receipts. All calculations of Residual Receipts shall be subject to: (i) verification; and (ii) reasonable written approval by the Director."

8. Amendment of Section 2 of the Loan Agreement. The Form of PILOT Promissory Note attached as Exhibit D and the Form of PILOT Deed of Trust attached as Exhibit E to the Loan Agreement are hereby deleted from the Loan Agreement. Further, City agrees to execute a Cancellation deed of trust releasing and cancelling the PILOT Deed of Trust and the obligations under the PILOT Promissory Note.

9. Amendment of Section 3.1 of the Loan Agreement. Section 3.1 is amended and restated to state as follows:

"3.1 PILOT COMPENSATION.

(a) Compensation Amount. Paseo Nuevo Partners shall compensate City for loss of property tax revenue as a result of the tax exempt status of Paseo Nuevo Partners' managing general partner ("PILOT Compensation"). Commencing on the first Payment Date and terminating on the termination of this Loan Agreement, Paseo Nuevo Partners shall pay to City as and for the PILOT Compensation the sum of One Hundred Twenty Thousand Five Hundred Ninety Seven Dollars ($120,597.00) (the "Base Amount") plus, commencing on the second Payment Date and each Payment Date thereafter terminating on the term of this Loan Agreement, an increase of the Base Amount at an annual rate of two percent (2%).

(b) Repayment Obligation. The obligation of Paseo Nuevo Partners under Section 3.1 (a) shall be secured by a PILOT Compensation Deed of Trust upon the Site in the form set forth in Attachment 1 attached hereto and incorporated in full herein by this reference, which PILOT Compensation Deed of Trust shall be in such lien priority as set forth in Section 3.6(d) (2). The PILOT Compensation shall be paid to City in annual installments from Residual Receipts as provided in Section 3.5. If Residual Receipts (as they may be available from time to time) are not sufficient to pay in full the annual amount of PILOT Compensation, provided that Paseo Nuevo Partners is not in default under any Loan Documents, any unpaid PILOT Compensation shall be forgiven annually."

10. Amendment of Section 3.5 (b) of the Loan Agreement. Section 3.5 (b) is amended and restated to state as follows:

"(b) Residual Receipts. 50% of Residual Receipts shall be distributed to City and shall be applied in the following order: (A) first, to pay interest and principal on the City Loan (described in Section 3.2, including accruals), (B) second, to pay any payments due under the AHILF Loan; and (C) third, to pay PILOT Compensation (described in Section 3.1).

11. Amendment of Section 3.6 (d) (2) of Loan Agreement. Section 3.6 (d) (2) is amended and restated to state as follows:

(2) Order of Priority – Second Draw. At the Loan Closing in connection with the Second Draw pursuant to Section 4.1.(b), the following documents shall be recorded (and subordinated as necessary) against the Site in the following order of priority, and no other debt shall be encumbered on the Site:

(A) Grant Deed conveying fee title to the Site to Paseo Nuevo Partners;
(B) Agreement Containing Covenants;
(C) Notice of Affordability Restrictions;
(D) Deeds of Trust securing the Permitted Mortgages;
(E) Deed of Trust securing the Seller Carry-Back Note;
(F) City Deed of Trust securing the City Note; and
(G) City Deed of Trust securing the AHILF Loan Note.
(H) Deed of Trust securing PILOT Compensation.

12. Amendment of Section 3.6 (d) (3) of the Loan Agreement. Section 3.6 (d) (3) is amended and restated to state as follows:

"(3). Loan Coverage. The City Loan, in combination with all other Permitted Mortgages, the Seller Carry-Back Note and AHILF Loan (but not including the PILOT Compensation Deed of Trust) shall not exceed the Loan Coverage Threshold at the time that the Site is encumbered by liens from permanent loans, unless such requirement is waived by Director."

13. Amendment of Section 3.6 (k) (3) of the Loan Agreement. Section 3.6 (k (3) is amended and restated to state as follows:

"(3) Prior to the Site being encumbered by one or more liens from permanent loan(s), Paseo Nuevo Partners shall have: (i) delivered to City, and the Director shall have approved, a current appraisal of the Site in writing, which is prepared at Paseo Nuevo Partners' expense by an independent certified M.A.I. appraiser with at least ten years relevant experience who is acceptable to the Director; and (ii) evidenced that the City Loan, in combination with all other debt secured on the Site (excluding the PILOT Compensation Deed of Trust) will not exceed the Loan Coverage Threshold."

14. Amendment of Sections 3.6 and 4.3 of the Loan Agreement. The performance dates specified in the last paragraphs of Section 3.6 and 4.3 are extended by one year and hereby amended to read December 31, 2012, and June 30, 2013, respectively.

15. Exhibits. Exhibit B attached to the Loan Agreement (BUDGET) is replaced in its entirety by Attachment 2 (BUDGET) attached hereto and incorporated herein by such reference, which Budget may be updated from-time-to-time upon the reasonable approval by Director.

16. Conflicts. In the event the terms of this First Amendment are inconsistent or conflict with the terms of the Loan Agreement, the terms of this First Amendment shall govern.

17. Governing Law. This First Amendment shall be governed by and construed in accordance with California law.

18. Separate Counterparts. This First Amendment may be executed in two or more separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.

19. Except as modified by this First Amendment, the Loan Agreement shall remain in full force and effect.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date written above.

CITY OF OXNARD, a municipal corporation

By__________________________
Dr. Thomas E. Holden, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM

____
Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE

____
James Cameron, Chief Financial Officer

PASEO NUEVO PARTNERS, L.P., a California limited partnership

By: LAS CORTES, INC., a California nonprofit public benefit corporation, its general partner

Bryan A MacDonald
____

Name: Bryan MacDonald

Title: President

APPROVED AS TO FORM

____
Mark S. Manion, Special Counsel

ATTACHMENT 1

PILOT COMPENSATION DEED OF TRUST

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Oxnard
Community Development Department
214 South C Street
Oxnard, CA 93030
Attn: Community Development Director

Request recording without fee. Record for the benefit of the
City of Oxnard pursuant to Section 27383 of the Government Code.

(Space above this line for Recorder's use)

A-7404

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(This Deed of Trust contains an acceleration clause)
(Secures PILOT Compensation Contained in Affordable Housing Pre-Development and Construction Loan Agreement and amendment thereto)

This DEED OF TRUST is made ____ day of ___________, 20______, between Paseo Nuevo Partners, L.P., a California limited partnership, herein called TRUSTOR, whose address is 435 South D Street, Oxnard, CA 93030, Lawyers Title Company, herein called TRUSTEE, and the City of Oxnard, a California municipal corporation (the "City"), herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that certain real property in the City of Oxnard, County of Ventura, State of California more particularly described in Exhibit A (the "Property") attached hereto and incorporated herein by this reference;

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

This grant is made for the purpose of securing the performance of each agreement of Trustor incorporated by reference or contained herein; and performance of that certain obligation to pay PILOT Compensation as set forth in the certain Affordable Housing Pre-Development and Construction Loan Agreement dated June 21, 2011 ("Agreement"), as amended by that certain First Amendment to Affordable Housing Pre-Development and Construction Loan Agreement dated December 13, 2011 ("First Amendment"). This Deed of Trust secures the obligations to pay PILOT Compensation as set out in the Agreement and First Amendment. Any default in the performance of such obligations under any of such agreements is a default under each of the agreements and is a default hereunder, and entitles Beneficiary and Trustee to exercise all rights and remedies herein described.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda 1288	556		Madera	911	136	San Luis Obispo	1311	137
Alpine	3	130-31	Marin	1849	122	San Mateo	4778	175
Amador	133	438	Mariposa	90	453	Santa Barbara	2065	881
Butte	1330	513	Mendocino	667	99	Santa Clara	6626	664
Calaveras185	338		Merced	1660	753	Santa Cruz	1638	607
Colusa	323	391	Modoc	191	93	Shasta	800	633
Contra Costa	4684	1	Mono	69	302	San Diego Series5	1964	14977
Del Norte	101	549	Monterey	357	239	Sierra	38	187
El Dorado	704	635	Napa	704	742	Siskiyou	506	762
Fresno	5052	623	Nevada	363	94	Solano	1287	621
Glenn	469	76	Orange	7182	18	Sonoma	2067	427
Humboldt	801	83	Placer	1028	379	Stanislaus	1970	56
Imperial	1189	701	Plumas	166	1307	Sutter	655	585
Inyo	165	672	Riverside	3778	347	Tehama	457	183
Kern	3756	690	Sacramento	5039	124	Trinity	108	595
Kings	858	713	San Benito	300	405	Tulare	2530	108
Lake	437	110	San Bernardino	6213	768	Tuolumne	177	160
Lassen	192	367	San Francisco	A-804	596	Ventura	2607	237
Los Angeles	T-3878	874	San Joaquin	2855	283	Yolo	769	16
						Yuba	398	693

shall inure to and bind the parties hereto, with respect to the property above described. Said Agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and attached hereto), are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein (provided that in the event any said provision is inconsistent with the language in this Deed of Trust, the language of this Deed of Trust shall control), and Beneficiary may charge for a statement regarding the obligation secured hereby; provided the charge therefore does not exceed the maximum allowed by law.

The Trustor acknowledges receipt of a copy of such provisions of such fictitious deed of trust.

If the Trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be made to him as his address hereinbefore set forth.

SIGNATURE OF TRUSTOR

PASEO NUEVO PARTNERS, L.P.

By: Las Cortes, Inc., a public benefit nonprofit corporation, its general partner

Bryan A MacDonald

By: Bryan MacDonald
Its: President

State of California)
) ss
County of Ventura)

On December 5, 2011, before me, Angelica Navarro, Notary Public, personally appeared Bryan A. MacDonald, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANGELICA NAVARRO
Commission # 1939380
Notary Public - California
Ventura County
My Comm. Expires Jun 29, 2015

Angelica Navarro (Seal)

ATTACHMENT 2

BUDGET

	Project Costs	Land and Non-Amort./Depr. Costs	Amortizable Costs	Expensed Costs	Reserves	Syndication	Depreciable Costs	Depreciable but Nonelligible costs	Eligible Basis
LAND COST/ACQUISITION									
Land	$ 4,000,000	$ 4,000,000					$ -		$ -
Lost Rent from Relocation Prior to Constru	50,000	50,000					-		-
Demolition	175,000	175,000					-		-
Closing Costs	50,000	50,000					-		-
Acquisition	-						-		-
Subtotal	4,275,000	4,275,000	-	-	-	-	-	-	-
SITE WORK									
Grading, Drainage, Utilities, Curb, Gutter, Paving, Site Landscape, Shoring, Underground Improvements	2,282,950						2,282,950		2,282,950
Remediation	50,000						50,000		50,000
Off-sites: utilities, street improvements, ra	392,650						392,650		392,650
Subtotal	2,725,600	-	-	-	-	-	2,725,600	-	2,725,600
STRUCTURES									
Construction	6,908,050						6,908,050		6,908,050
Common Facilities	600,000						600,000		600,000
Solar Costs	880,000						880,000		880,000
Retail Tenant Improvements	-						-		-
Construction Contingency	607,991						607,991	-	607,991
Subtotal	8,996,041	-	-	-	-	-	8,996,041	-	8,996,041
CONTRACTOR FEES									
General Requirements	668,989						668,989		668,989
Contractor Profit & Overhead	945,505						945,505		945,505
Subtotal	1,614,494	-	-	-	-	-	1,614,494	-	1,614,494
FINANCING COSTS									
Title, Escrow, Recording (construction terr	32,500						32,500		32,500
Title and Recording (permanent loan)	27,500		27,500				-		-
Construction Interest	800,000			300,000			500,000		500,000
Interest on City Loans & Seller Carryback	400,000						400,000		400,000
Construction Loan Fees	135,000						135,000		135,000
Permanent Inspections	-		-				-		-
Permanent Loan Fees	-		-				-		-
Bond Issuance Costs and Legal Fees	250,000		250,000				-		-
City Review	-		-				-		-
Tax Credit Agency Fees	39,977		39,977				-		-
Subtotal	1,684,977	-	317,477	300,000	-	-	1,067,500	-	1,067,500
SOFT COSTS									
Architectural and Engineering	480,883						480,883		480,883
Developer Legal	64,000		64,000				-		-
Accounting Fees	16,000						16,000		16,000
Consulting/Professional Fees	200,000						200,000		200,000
Taxes	50,000						50,000		50,000
Environmental Audit	28,000						28,000		28,000
Capital Needs Assessment	-						-		-
Appraisal	4,600						4,600		4,600
Impact Fees/Permit Processing Fees	2,162,966						2,162,966		2,162,966
Relocation Costs	550,000						550,000		550,000
Performance Bond Premium	133,605						133,605		133,605
Furniture, Fixtures, and Equipment	20,000						20,000		20,000
Soft Cost Contingency	130,462		80,462				50,000		50,000
Insurance During Construction	125,000						125,000		125,000
General Liability Insurance	133,605						133,605		133,605
Investor Due Diligence	50,000		50,000				-		-
Marketing	10,000			10,000			-		-
Market Study	6,000						6,000		6,000
Subtotal	4,165,121	-	194,462	10,000	-	-	3,960,659	-	3,960,659
RESERVES									
Section 8 Transition Reserve-2 Year	-				-		-		-
Operating Reserve	450,000				450,000		-		-
Subtotal	450,000	-	-	-	450,000	-	-	-	-
DEVELOPER FEE									
Developer fee	1,250,000						1,250,000		1,250,000
Developer fee-Housing Authority & Non-p	1,250,000						1,250,000		1,250,000
	$ 26,411,233	$ 4,275,000	$ 511,939	$ 310,000	$ 450,000	$ -	$ 20,864,294	$ -	$ 20,864,294

EXHIBIT B TO LOAN AGREEMENT
BUDGET

Permanent Financing Sources:	
Tax-Exempt Bonds	$ 7,800,000
Tax Credit Equity-LIHC	8,511,661
Solar Tax Credit Equity	211,179
Solar Rebates	450,000
Seller Carryback Note	2,000,000
City Loan	5,000,000
AHILF Loan	2,000,000
Accrued Interest During Construction on Seller Note & City Loans	400,000
Deferred Developer Fee	38,394
Total	$ 26,411,233

Construction Financing Sources:	
Tax-Exempt Bonds	$ 12,932,067
Tax Credit Equity-LIHC	1,702,332
Solar Tax Credit Equity	42,236
Solar Rebates	450,000
Seller Carryback Note	2,000,000
City Loan	5,000,000
AHILF Loan	2,000,000
Accrued Interest During Construction on Seller Note & City Loans	400,000
Deferred Developer Fee	1,884,598
Total	$ 26,411,233

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 11 / 27 / 12

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

Prepared By: Carrie Sabatini Agenda Item No. I-13

Reviewed By: City Manager MWH City Attorney AH Finance RJH for CS Other *(Specify)*

DATE: November 13, 2012

TO: Housing Authority Board of Commissioners

FROM: William E. Wilkins, Housing Director
Housing Authority

SUBJECT: **Low Rent Public Housing Budget Revision for Fiscal Year 2013**

RECOMMENDATION

That the Board of Commissioners of the Housing Authority of the City of Oxnard ("Authority"):

1.) Adopt a resolution approving and adopting a revision to the Low Rent Public Housing program ("LRPH") budget for fiscal year 2013; and

2.) Approve and authorize the use of $232,680 of operational reserves to fund the additional work items in the LRPH program.

DISCUSSION

On June 19, 2012, the Board of Commissioners adopted a $7,188,940 budget for the LRPH program for the 780 units owned and operated by the Authority. Subsequent to the budget process, a few matters arose that require additional budget appropriation to address.

The first item is the rehabilitation of the elevator at 435 South D Street. After issues with reliability, staff obtained a full review of the systems. The review revealed that most of the systems operating the elevator were over 30 years old and repair would be infeasible. The cost to rehab the elevator will be $66,045. Additionally, $12,635 is required to complete the installation of a new security system at this building. The funding for both projects would come from Central Office operating reserves.

Lastly is the funding for necessary repairs to units in the 31-1 project area, also known as "The Courts". Several units in the project area 31-1 required repairs to address some areas of concern noted by residents. The OHA contracted an independent inspection group to identify items requiring repair in all 260 units. Based upon that inspection, it was determined that there were three main areas requiring repair – doors/weather stripping, roofing and interior painting. The total cost is anticipated to be $154,000 to address these items in all units with noted deficiencies. The funding for this project would be from project reserves.

FINANCIAL IMPACT

The overall LRPH budget would increase from $7,188,940 to $7,421,620, but the total net income for the overall Public Housing program would remain unchanged. Current reserves for the 31-1 project area are $634,162. Project reserves for the Central Office Cost Center are $1,190,860.

CS

Attachment: Housing Authority Resolution

HOUSING AUTHORITY OF THE CITY OF OXNARD
RESOLUTION NO.

RESOLUTION APPROVING AND ADOPTING A REVISION TO THE LOW RENT PUBLIC HOUSING PROGRAM OPERATING BUDGET FOR FISCAL YEAR 2013

WHEREAS, the Housing Authority of the City of Oxnard (Authority) has prepared a revision to the Low Rent Public Housing Program Operating Budgets now totaling $7,421,620 for the fiscal year 2013; and

WHEREAS, the budgeted expenditures are necessary for the efficient and economical operation of the Authority for the purpose of serving low-income families; and

WHEREAS, the budget for the fiscal year 2013 indicates a source of funding adequate to cover all proposed expenditures; and

WHEREAS, the budgeted rental charges and expenditures will be consistent with the provisions of law and the Annual Contribution Contract; and

WHEREAS, the United States Department of Housing and Urban Development (HUD) requires the Authority to certify that no Authority employee is serving in a variety of positions which will exceed a 100% allocation of his/her time.

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

1. That the Low Rent Public Housing Program Operating Budgets (Operating Budgets) for the fiscal year 2013 totaling $7,421,620 available on file at the Housing Department and incorporated in full herein by this reference is approved and adopted.

2. That no Authority employee reflected in the Operating Budgets are serving in a variety of positions which will exceed 100% allocation of his/her time.

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

AYES:
NOES:
ABSENT:

____
Dr. Thomas E. Holden, Chairman

ATTEST:

____
Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:

____
Alan Holmberg, General Counsel

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2862

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING DIVISION 5 OF ARTICLE II OF CHAPTER 2 OF THE OXNARD CITY CODE, CONCERNING TERMS OF OFFICE OF THE LIBRARY BOARD

THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Subsection (B) of Section 2-67 of the Oxnard City Code is hereby amended to read as follows:

"(B) The term of office of a member of the library board shall be two years and shall begin in January. A member of the library board may be reappointed; however, no member of the library board may be appointed to serve more than two consecutive terms. After completing two terms of office, a member of the library board must vacate the library board for one year before being eligible to reapply."

Part 2. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated within the City. Ordinance No. ____ was first read on __________, 2012 and finally adopted on _______________, 2012 to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

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: 11/27/12

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

Prepared By: Sofia Balderrama ______ Agenda Item No. I-15

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

DATE: November 13, 2012

TO: City Council

FROM: Sofia Balderrama, Management Analyst III
Recreation and Community Services

SUBJECT: **Allocation of Youth Enrichment Program Grant Awards Utilizing Community Development Block Grant (CDBG) and Measure "O" Funding for FY 12-13**

RECOMMENDATION

That City Council:

1. Approve the allocation of $35,020 in CDBG Youth Enrichment Program (YEP) funds and $150,000 in Measure "O" funds for a total amount of $185,020 to the following local community based organizations: Big Brothers Big Sisters of Ventura County for $34,273, Boys and Girls Club for $40,000, City Impact Inc. for $21,572, El Centrito Family Learning Centers for $37,223, Lesson One Foundation for $24,931 and Palmer Drug Abuse Program for $27,021.

2. Authorize the Interim City Manager or her designee to execute CDBG subrecipient agreements requiring non-profits to provide direct support services that target Oxnard youth from extremely low to low-income households.

DISCUSSION

During City Council's consideration of the recommended FY 12-13 CDBG budget, Council approved the maximum amount allowable under CDBG regulations, (15 percent of the entitlement plus program income) and appropriated it under the Public Service component which targets at risk youth. In keeping with Council's direction, the CDBG Public Services allocation in the amount of $309,471 provides for continued funding to the Police Activities League (PAL) ($80,771), the Colonia Gymnasium ($50,740), the Colonia Boxing Center ($17,020), the After School Program ($105,000), and City Corps ($20,920). The final appropriation of grant funds in the amount of $35,020 goes to the YEP.

In addition to the $35,020 of CDBG funding, YEP received an additional $150,000 to its annual appropriation on May 15, 2012 as part of the City Council's Measure "O" consideration and approval of programs and projects. Therefore, the total YEP contribution for FY 12-13 is $185,020.

The goal of YEP is to collaborate with local community based organizations to implement effective violence prevention and intervention strategies that create multiple opportunities for our youth. In order to receive CDBG funding, non-profit agencies must participate in the City's annual Request for Proposal (RFP) process.

As part of the RFP process, a Citizen's Ad Hoc Review Committee ("the Committee") was formed to specifically review and select CDBG eligible youth enrichment programs from the proposals that were submitted. This year, the Committee was comprised of five members from the community with diverse backgrounds and extensive years of experience in the field of youth development. As youth advocates and practitioners, these members have a unique understanding of the emerging needs of youth in Oxnard.

The Committee's selection of the proposals is based on the criteria set forth by the Department of Housing and Urban Development (HUD) to benefit youth from extremely low to low-income households. For children (18 years and younger), income eligibility requirements must be applied as evidenced by intake/application forms and or other source of documentation. Agencies must demonstrate their ability to provide direct support services that enhance youth asset development and reduce risk factors. Direct services must fall under one of the following priority areas:

- Educational enhancement programs (tutoring, remediation in basic skills, etc.)
- Youth employment/vocational educational & training programs (resume writing, career development, job skills training, etc.)
- Youth's health and safety programs (positive alternative activities, education on childhood obesity and its prevention, etc.)
- Parent /family intervention and support programs (teen pregnancy, HIV/AIDS, violence prevention, substance abuse, etc.)

Non-profit agencies who have been in operation for at least one year must comply with and submit verification of a number of federal, state and City regulations and policies in order to be considered eligible for CDBG funding, including:

- Most recent audit as prescribed by the agency bylaws & prepared by an independent auditor
- Articles of incorporation
- Federal non-profit status
- State non-profit status
- A list of current Board of Directors and agency bylaws
- An Oxnard business license and insurance coverage
- A commitment of 50% match in cash or in kind contributions

In addition, the Committee's task is to assess the agencies' abilities to further build on their existing community capacity and the successes of the past. This is accomplished by evaluating agencies' backgrounds and experiences in complying with the following:

- Demonstrated ability to conform with CDBG regulations
- Nature and extent of youth at-risk needs to be addressed
- Ability of agency to carry out the proposed activities
- Past experience and consistency with HUD and other federal grants and regulations
- Proposed activities are not a duplication of existing services
- Confirm the use of standard accounting practices in their fiscal record keeping

Subsequently, the Committee is recommending the following proposals for City Council's consideration and final approval:

Non-Profit Agency:	Proposed Program	Recommended Grant Award:
Big Brothers Big Sisters of Ventura County, Inc.	**Big Brothers Big Sisters Big Change Program** The agency proposes to provide mentoring services with an emphasis on Youth's Health and Safety by providing a noontime mentoring program at Cesar Chavez and Ramona Elementary schools. Ancillary services such as tutoring, technology training, and youth employment services will also be provided. Approximately 50 CDBG eligible unduplicated youth will be served.	$34,273
Boys and Girls Club of Greater Oxnard and Port Hueneme	**College Bound Program & Be Great: Graduate Initiative Program** Agency proposes to increase case mentor services for 30 CDBG eligible unduplicated youth in the College Bound program designed to guide students in reaching high school and college graduation inclusive of tutoring, college admission workshops, and parent/child support services. Targeted youth include low-income, first generation college-goers, age 13-18 years. An added component for 15 CDBG eligible students is the Be Great: Graduate Initiative Program; a dropout prevention program which targets 5th-8th graders with economic, social, and academic barriers serving a total of 45 CDBG eligible unduplicated clients.	$ 40,000
City Impact, Inc.	**Transformation Works – Oxnard** Agency proposes to provide case management for 50 CDBG eligible unduplicated youth involved or at risk of being in the juvenile justice system and/or gang involved. Services include gang awareness education, violence prevention strategies, positive choices, group mentoring, after school activities, tutoring, and counseling.	$ 21,572
El Centrito Family Learning Centers	**Adelante Math Club & STEM Academy** Agency proposes to add an Adelante Math Club to the STEM Academy and After School Technology Center to develop core mathematical skills. A Fun Friday program is added incorporating multiple aspects of science, mathematics, and technology in a fun and inviting environment. The agency proposes to serve approximately 130-140 CDBG eligible unduplicated students.	$ 37,223
Lesson One Foundation, Inc.	**Our Children, Our Community, Our Future Program** Lesson One will work with 1,700 CDBG eligible unduplicated youth from Chavez and Lemonwood Elementary schools teaching Lesson One skills of self-control, resiliency, stress reduction, respect for diversity, and responsibility. Additionally teachers receive comprehensive training on how to teach these skills and weave them into everyday life.	$ 24,931

Palmer Drug Abuse Program	**Early Intervention and Treatment for High Risk Youth** Agency proposes to provide a significant expansion of middle school early intervention and high school level community treatment services. Three additional sites have been identified to serve Oxnard youth. A Certified Addiction Treatment Counselor will be available on site to provide group and individual counseling to students referred by faculty. Intervention and treatment will be provided to approximately 170 CDBG eligible unduplicated youth as well as brief counseling and referrals to other services for parents.	$ 27,021
	TOTAL CDBG & MEASURE "O' FUNDS AVAILABLE:	**$185,020**

If approved, staff will prepare and execute CDBG subrecipient agreements with the subgrantees.

FINANCIAL IMPACT

As part of the FY 12-13 budget, City Council approved $35,020 in CDBG funds (account no. 285-5312-805-8209) to disburse to local non-profit organizations that provide services to at- risk youth through the YEP RFP process. Furthermore, City Council approved an additional appropriation of $150,000 in Measure "O" funding (account no. 104-5312-801-8209) to Community Based Organization Contributions for a total of $185,020.

SB:mmn

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 11/27/2012

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

Prepared By: Gregory Barnes GB Agenda Item No. I-16

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

DATE: November 8, 2012

TO: City Council

FROM: Gregory Barnes, Interim Recreation Supervisor
Recreation & Community Services

SUBJECT: **Senior Services Contribution Awards to Agencies**

RECOMMENDATION

That City Council:

1. Approve the Senior Services Commission's (SSC) recommended distribution of $44,600 from general fund for Senior Services Contribution Awards to twelve agencies providing services to seniors.

2. Direct the Interim Recreation Supervisor to notify recipients of Senior Services Contribution Awards.

3. Authorize the Interim Recreation Supervisor to execute a letter of agreement for each recipient in the format set forth in the attachment #2.

4. Authorize the Chief Financial Officer to make disbursements in accordance with the letter agreements.

DISCUSSION

A total of $44,600 has been budgeted into the fiscal year 2012-2013 general fund budget to be used for supportive services for City of Oxnard senior adults. Senior Services Contribution funding is provided on an annual basis and is contingent upon the review and recommendation of the SSC.

During the month of August 2012, the SSC invited requests for funding from local agencies serving senior adults in the Oxnard area. Twelve agencies responded to the Requests for Proposals (RFP) with requests totaling $95,616.

The SSC met on October 9, 2012 to discuss, review and make funding recommendations for City Council approval. In this regard, the SSC has recommended that the following twelve community organizations receive funding in the following amounts:

1.	Camarillo Hospice	$5,000
2.	Caregivers: Volunteers Assisting the Elderly	$5,000
3.	Catholic Charities / OASIS	$3,000
4.	Congress of CA Seniors Education & Research Fund	$1,600
5.	FOOD Share	$8,000
6.	Grey Law of Ventura County, Inc.	$2,000
7.	Livingston Memorial Visiting Nurses Association	$2,000
8.	Long Term Care / Services of Ventura Ombudsman	$6,000
9.	Oxnard Senior Garden	$500
10.	Shop Ahoy	$1,500
11.	St. John's Regional Medical Center	$4,000
12.	Ventura County Area Agency on Aging	$6,000
	TOTAL	**$44,600**

FINANCIAL IMPACT

Funds in the amount of $44,600 were appropriated in the Senior Services general fund budget (101-5303-805-8331) for the purpose of providing funds to agencies and/or organizations that render services to senior adults within the City of Oxnard.

GDB

Attachment #1 - SSC Minutes for October 9, 2012
#2 - Sample letter of Agreement
#3 - Senior Services Contribution Funding Record

SENIOR SERVICES COMMISSION
Minutes
Regular Meeting
October 9, 2012

The Senior Services Commission meeting was called to order by Chair Rowe at 9:07 a.m.

A. ROLL CALL

Commissioners present:	P. Davis, A. Esparza, R. Fischer, N. Kobashigawa, N. Rowe, A. Sweetland, D. Thibeault, L. Villareal Yu
Commissioners absent:	D. Ford
Staff Present:	S. Fischer, City Attorney G. Barnes, Interim Recreation Supervisor M. Eastlake, RSVP Director

B. APPROVAL OF MINUTES

Commissioner Sweetland moved, Commissioner Fischer seconded to approve minutes of the September11, 2012 meeting. Commissioner Sweetland moved, Commissioner Thibeault seconded to approve minutes of the August 30, 2012 special meeting. Chair Rowe requested the Commission's August minutes include the conference report of that same meeting issued by Lauterbach and Associates. Both motions passed.

C. PUBLIC COMMENTS

Steve Nash informed Commissioners of changes to the City website, which now includes an acknowledgement of those serving as appointees of the City Council.

D. CEREMONIAL CALENDAR

Chair Rowe introduced Judy Suzuki, who teaches art at the South Oxnard Center. She and several of her students spoke about their artwork which won awards at the 2012 Ventura County Fair.

E. OLD BUSINESS

Greg Barnes provided an update on placing defibrillators in the senior centers, including concern from City Risk Management about untrained people having access to the machines. Commissioner Fischer and Chair Rowe spoke in opposition to installing the defibrillators and Commissioner Kobashigawa was in favor of their addition. No action was taken.

Commissioners will discuss the 2013 master calendar at their November meeting.

2012 grant applications were reviewed. After discussion, Commission Fischer moved and Commissioner Davis seconded submitting the following amounts to the City Council for final approval. The motion passed.

Camarillo Hospice	$5,000
CAREGIVERS: Volunteers Assisting the Elderly	$5,000
Catholic Charities/OASIS	$3,000
Congress of California Seniors Educatin & Research Fund	$1,600
FOOD Share	$8,000
Grey Law of Ventura County, Inc.	$2,000
Livingston Memorial Visiting Nurses Association	$2,000
Long Term Care/Services of Ventura Ombudsman	$6,000
Oxnard Senior Garden	$500
Shop Ahoy	$1,500
St. John's Regional Medical Center Community Health Education Dept	$4,000
Ventura County Area Agency on Aging	$6,000

Attachment #1
Page 2 of 3

F. NEW BUSINESS
Chair Rowe suggested canceling the Commission's December meeting would give time to work in committees and prepare for the coming year, including work on an annual report to the City Council. Commissioner Sweetland moved to cancel the December meeting and Commissioner Fischer seconded. Motion passed.

Commissioners reviewed ways they can participate to inform the public about the importance and purpose of the Senior Services Survey.

Commissioners were encouraged to fill out and return the commission application to the City Clerk if they are interested in continuing on the panel.

G. SUBCOMMITTEE REPORTS/COMMISSION BUSINESS
Chair Rowe gave a report from the Ventura County Area Agency on Aging, including that 450,000 pounds of tomatoes had been raised through the Senior Nutrition Garden. There is a bill being considered by the California Legislature regarding dental insurance for seniors.

There was no report from the By-Law Review Subcommittee.

H. FUTURE AGENDA ITEMS
Commissioner Sweetland inquired whether senior-friendly equipment was being added to the new computers being placed at the three senior centers.

I. ADJOURNMENT
Motion to adjourn by Commissioner Thibeault, and seconded by Commissioner Davis. Motion passed, meeting adjourned at 10:32 a.m.

DRAFT

November , 2012

Agency Name
Address
City, State, Zip Code

Dear --------------------,

On November , 2012 the Oxnard City Council approved the recommendation of the Senior Services Commission to provide a Senior Services Contribution Award to your organization for ____________________ in the amount of $______________ for service to City of Oxnard senior adults.

A warrant for these contribution funds is being prepared and will be mailed to your organization after this office receives this signed letter of agreement. Please indicate your organization's acceptance of the grant funds by having an authorized representative of your organization sign this letter and return same to me. By your organization's acceptance of these funds, your organization agrees to use the funds for the purpose specified above as described in your proposal dated ______________ and to make your organization's records related to the funding available to the City upon request for audit purposes. Failure to comply with these requirements and to be available for on-site monitoring visits may impact your organization's ability to receive future funding.

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

Please return this letter of agreement with the appropriate signature to the City of Oxnard Senior Services Office, 350 North "C" Street, Oxnard, CA 93030 no later than December 31, 2012.

If you have any questions or concern, please contact me at 385-8019.

Sincerely,

Gregory Barnes
Interim Senior Services Supervisor

Acceptance Signature:______________________

Agency Name: --------

SENIOR SERVICES COMMISSION
SENIOR SERVICES CONTRIBUTION FUNDING RECORD 2012/2013

ORGANIZATION	PURPOSE OF REQUEST	2007/08 Request Awarded	2008/09 Request Awarded	2009/10 Request Awarded	2010/11 Request Awarded	2011/12 Request Awarded	2012/2013 Request Awarded
Camarillo Hospice	Bereavement & Hospice Services	$5,000 $2,000	$5,000 $2,000	$5,000 $2,000	$5,000 $5,000	$6,000 $5,000	**$6,000** **$5,000**
Caregivers Volunteers Assisting the Elderly	Volunteer Assistance for Homebound Frail	$6,500 $3,000	$6,500 $3,000	$6,000 $3,000	$10,000 $5,000	$10,000 $5,000	**$15,000** **$5,000**
Catholic Charities/Oasis	OASIS/Care Management	$6,000 $3,000	$6,000 $3,000	$6,000 $3,000	$6,000 $3,000	$6,000 $3,000	**$6,000** **$3,000**
Congress of CA Seniors Education & Research Fund	Silver Circles Internet Safety Training	N/A	N/A	N/A	N/A	$10,000 $1,000	**$15,000** **$1,600**
County of Ventura Area Agency on Aging	Elderhelp Program	N/A	$5,000 $2,000	$5,000 $2,000	$10,000 $5,000	$10,000 $5,000	**$10,000** **$ 6,000**
Elderpride, Inc.	Shop Ahoy	N/A	N/A	N/A	$5,000 $2,000	$5,000 $1,500	**$5,000** **$1,500**
FOODSHARE	Brown Bag Program for Seniors	$7,000 $7,000	$9,000 $7,000	$15,000 $9,500	$10,000 $10,000	$10,000 $7,000	**$10,000** **$8,000**

ORGANIZATION	PURPOSE OF REQUEST	2007/08 Request Awarded	2008/09 Request Awarded	2009/10 Request Awarded	2010/11 Request Awarded	2011/12 Request Awarded	2012/2013 Request Awarded
Livingston Memorial Visiting Nurse Assoc. Hospice	Caregiver Respite	$10,000 $4,500	$10,000 $3,000	$10,000 $3,500	$8,000 $2,000	$10,000 $2,000	**$7,616** **$2,000**
Grey Law of Ventura County Inc.	Senior Legal Services	$5,000 $4,500	$5,000 $4,000	$5,000 $3,000	$5,000 $4,000	$5,000 $2,000	**$5,000** **$2,000**
Long Term Care/Services Of Ventura Ombudsman	Senior Advocacy	$9,000 $6,500	$8,000 $6,500	$8,000 $6,500	$4,000 $4,000	$9,000 $5,000	**$9,000** **$6,000**
Oxnard Senior Garden	Oxnard Senior Garden	$3,500 $3,260	$3,808 $3,260	$3,808 $3,260	$4,170 $1,000	$2,000 $1,100	**$2,000** **$ 500**
St. John's Regional Medical Center Community Health Education Dept.	Senior Wellness Program	$6,000 $5,740	$6,000 $5,740	$6,000 $5,740	$7,500 $4,000	$3,000 $3,000	**$5,000** **$4,000**

Attachment #3
Page 1 of 1

Item # J-1

CITY OF OXNARD CALIFORNIA

INFORMATION ONLY

NO ACTION REQUIRED

DATE: November 14, 2012

TO: City Council

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

SUBJECT: **Monthly Budget Status Report for the Period Ending October 31, 2012 (Fiscal Year 2012-13)**

The monthly budget status report for revenues and expenses include both Governmental and Enterprise Funds for the period ending October 31, 2012. Because this report includes year-end accruals for Fiscal Year 2011-12, there are timing issues on offsetting revenues and expenditures.

Included in the report is a discussion of recent economic trends and significant variances from anticipated revenues and expenditures for the fiscal year.

JC:MM:tr

Attachment #1: Monthly Budget Status Reports

City of Oxnard
Monthly Budget Status Report
For the Period Ending October 31, 2012

TABLE OF CONTENTS

City of Oxnard
Monthly Budget Status Report
For the Period Ending October 31, 2012

TABLE OF CONTENTS

Economic & Budget Trends

Now that the elections have been concluded, there is at least a better sense of certainty at the state and national level, or at least a somewhat reduced sense of uncertainty. The "Fiscal Cliff" is still a major concern, but there seems to be more openness to discussion if not compromise on tax and spending issues. Proposition 30 will give the State some breathing room with the passage of the additional tax revenues. Of course Europe is still experiencing economic problems, having fallen back into a recession; however China has made public its new leadership and its economic slowdown may be less pronounced.

In the short term, the national economy continues to perform reasonably well. The unemployment rate remains below 8% while consumer confidence continues to improve going into the holiday season. Third quarter gross domestic product (GDP) grew 2%.

At the local level, Oxnard's unemployment rate has fallen to under 12%, while Ventura County stands at less than 9%.

While it is still early in the fiscal year, staff has completed its first quarterly projection of the general fund budget. As shown in the following table, a $390,900 budget balance is projected. Revenues are projected to be under budget by $513,200 as strong sales tax revenues are offset by lower collections in various taxes and fees and other charges for services. Fees and charges for services are difficult to project this early in the fiscal year.

Expenditures are projected to be $904,100 under budget as limitations on filling vacant positions continues to generate significant savings. However, the $2.4 million savings in personnel costs was partially offset by higher overtime costs.

FY 2012-13
General Fund
Budget Update

Revenues			
Original Budget		$	108,737,700
Revised Estimated			108,224,500
Change		**$**	**(513,200)**
Explanation of Revenue Change			
Property Taxes	102,000		
Sales Tax	1,164,300		
Other Taxes and Fees	(689,100)		
Charges for Services	(986,600)		
Other	(103,800)		
Total Revenue Change		**$**	**(513,200)**

(continued on next page)

Expenditures		
Projected Budget Variance		
Personnel Savings	$ 2,394,800	
Overtime	(1,606,500)	
Fuel & Equip. Maint.	(96,300)	
Other	212,100	
Total Expenditure Variance		**$ 904,100**
Projected Budget Balance		**$ 390,900**

City of Oxnard
General Fund
Budget Status Report
For the Month Ended October 31, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Taxes:				
Property Taxes	$ 25,888,000	$ 25,888,000	$ 205,409	a
Property Tax in-lieu of Vehicle License Fee	14,310,000	14,310,000	-	
Sales Tax	25,245,000	25,245,000	3,612,076	b
Other Taxes and Fees	12,469,000	12,469,000	3,528,968	c
Licenses and Permits	1,984,000	1,984,000	688,424	
Intergovernmental	12,956,140	12,956,140	3,603,562	c
Charges for Services	11,023,518	11,023,518	2,667,275	
Fines and Forfeitures	653,000	653,000	78,651	c
Investment Earnings	216,000	216,000	26,087	
Miscellaneous	3,956,000	3,956,000	445,498	
Total Operating Revenues	**$ 108,700,658**	**$ 108,700,658**	**$ 14,855,950**	
Operating Expenditures				
General Government	10,546,550	10,595,950	2,899,440	
Public Safety	63,681,364	63,660,364	17,912,390	
Transportation	3,745,333	3,715,333	982,136	
Community Development	9,543,962	9,492,562	2,920,699	
Culture and Recreation	15,716,274	15,778,274	4,923,425	
Total Operating Expenditures	**$ 103,233,483**	**$ 103,242,483**	**$ 29,638,090**	
NET REVENUES FROM OPERATIONS	**$ 5,467,175**	**$ 5,458,175**	**$ (14,782,140)**	

Notes:

a Current year receipts reduced for year-end accrual of $1,330,649.

b Current year receipts reduced for year-end accrual of $4,582,486 to prior year.

c Actual amounts reflect accrual reversals for receipts recognized in the prior year in the amount of $745,340.

City of Oxnard
General Fund
Budget Status Report
For the Month Ended October 31, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Transfers in	$ 37,000	$ 37,000	$ -	
Sub-total Non-operating Sources	37,000	37,000	-	
Non-operating Uses				
Capital outlay	75,000	96,000	13,954	
Transfers out	5,429,175	5,429,175	301,720	d
Sub-total Non-operating Uses	5,504,175	5,525,175	315,674	
NET NON-OPERATING SOURCES AND USES	**$ (5,467,175)**	**$ (5,488,175)**	**$ (315,674)**	
USE OF FUND BALANCE				
Use of Reserve for Encumbrances	-	-	-	
From Available Fund Balance	-	30,000	15,097,814	e
TOTAL USE OF FUND BALANCE	**$ -**	**$ 30,000**	**$ 15,097,814**	
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**	

Notes:

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

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

City of Oxnard
Measure O 1/2 Cent Sales Tax
Budget Status Report
For the Month Ended October 31, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Taxes	$ 11,000,000	$ 11,000,000	$ 1,243,300	a
Investment Earnings	90,000	90,000	26,367	
Total Operating Revenues	**$ 11,090,000**	**$ 11,090,000**	**$ 1,269,667**	
Operating Expenditures				
General Government	-	173,222	1,289	
Public Safety	2,833,460	5,362,759	1,168,751	
Transportation	900,000	1,213,924	234,020	
Community Development	350,000	694,273	39,090	
Culture and Recreation	1,295,000	1,442,626	181,153	
Total Operating Expenditures	**$ 5,378,460**	**$ 8,886,804**	**$ 1,624,303**	
NET REVENUES FROM OPERATIONS	**$ 5,711,540**	**$ 2,203,196**	**$ (354,636)**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Proceeds from Lease Purchase Agreement	-	-	-	
Sub-total Non-operating Sources	-	-	-	
Non-operating Uses				
Interest Expense	-	-	-	
Payment of Principal	-	-	-	
Capital Outlay	700,000	13,324,781	1,424,466	
Sub-total Non-operating Uses	700,000	13,324,781	1,424,466	
NET NON-OPERATING SOURCES AND USES	**$ (700,000)**	**$ (13,324,781)**	**$ (1,424,466)**	
DEBT FINANCING & USE OF FUND BALANCE				
Designated for Authorized Projects & Encumbrances	-	14,043,125	2,593,216	b
Appropriated Fund Balance	-	2,090,000	-	
TOTAL USE OF FUND BALANCE	**$ -**	**$ 16,133,125**	**$ 2,593,216**	
FISCAL YEAR BALANCE	**$ 5,011,540**	**$ 5,011,540**	**$ 814,114**	

Notes:

a Current year receipts reduced for year-end accrual of $3,022,800 to prior year.

b Carryover of prior year project balances.

City of Oxnard
Grant Funds
Budget Status Report
For the Month Ended October 31, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Intergovernmental	$ 5,465,141	$ 10,197,709	$ 2,129,918
Fines and forfeitures	-	-	12,006
Investment Earnings	-	-	3,603
Miscellaneous	-	100,731	132,700
Total Operating Revenues	**$ 5,465,141**	**$ 10,298,440**	**$ 2,278,227**
Operating Expenditures			
General Government	-	-	-
Public Safety	200,000	5,652,440	605,982
Transportation	-	-	-
Community Development	3,604,704	8,973,125	1,601,390
Culture and Recreation	186,103	334,000	67,709
Total Operating Expenditures	**$ 3,990,807**	**$ 14,959,565**	**$ 2,275,081**
NET REVENUES FROM OPERATIONS	**$ 1,474,334**	**$ (4,661,125)**	**$ 3,146**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Capital Outlay	1,477,414	10,689,272	844,294
Transfers out	-	-	-
Sub-total Non-operating Uses	1,477,414	10,689,272	844,294
NET NON-OPERATING SOURCES AND USES	**$ (1,477,414)**	**$ (10,689,272)**	**$ (844,294)**
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	14,258,769	844,294
From Available Fund Balance	3,080	1,091,628	(3,146) a
TOTAL USE OF FUND BALANCE	**$ 3,080**	**$ 15,350,397**	**$ 841,148**
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**

Notes:

a Grants are typically on a reimbursement basis resulting in a revenue lag.

City of Oxnard
Other Governmental Funds
Budget Status Report
For the Month Ended October 31, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Taxes	$ 13,516,600	$ 13,516,600	$ 338,883	
Licenses and Permits	755,314	755,314	746,021	
Intergovernmental	5,921,041	5,919,116	1,712,047	
Growth and Development Fees	1,808,100	1,808,100	647,256	
Charges for services	55,300	55,300	28,847	
Fines and forfeitures	400,000	400,000	20,798	
Investment Earnings	690,716	690,716	87,718	
Special Assessments	8,046,810	8,046,810	212,610	
Miscellaneous	793,600	793,600	303,347	
Total Operating Revenues	**$ 31,987,481**	**$ 31,985,556**	**$ 4,097,527**	
Operating Expenditures				
General Government	260,084	260,084	127,890	
Public Safety	19,211,930	19,478,661	5,192,057	
Transportation	5,914,422	5,922,901	1,586,658	
Community Development	9,400	9,400	47	
Culture and Recreation	4,779,556	4,840,376	1,544,378	
Total Operating Expenditures	**$ 30,175,392**	**$ 30,511,422**	**$ 8,451,030**	
NET REVENUES FROM OPERATIONS	**$ 1,812,089**	**$ 1,474,134**	**$ (4,353,503)**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Transfers in	$ 6,335,798	$ 6,335,798	$ -	a
Sub-total Non-operating Sources	6,335,798	6,335,798	-	
Non-operating Uses				
Interest Expense	3,030,074	4,128,419	415,379	
Payment of Principal	3,575,684	3,800,684	464,027	
Capital Outlay	3,207,162	29,144,131	3,298,623	
Affordable housing projects	-	3,300,000	-	b
Transfers out	1,788,471	1,788,471	-	a
Sub-total Non-operating Uses	11,601,391	42,161,705	4,178,029	
NET NON-OPERATING SOURCES AND USES	**$ (5,265,593)**	**$ (35,825,907)**	**$ (4,178,029)**	

City of Oxnard
Other Governmental Funds
Budget Status Report
For the Month Ended October 31, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	22,738,629	2,968,761
Appropriated Fund Balance	-	8,196,094	88,910
From Available Fund Balance	3,453,504	3,417,050	5,473,861
TOTAL USE OF FUND BALANCE	**$ 3,453,504**	**$ 34,351,773**	**$ 8,531,532**
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**

Notes:

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

b Use of affordable housing in-lieu fees.

City of Oxnard
Water Funds
Budget Status Report
For the Month Ended October 31, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Charges for Services	$ 43,810,000	$ 43,810,000	$ 14,507,237	
Security/Contamination Prevention Fees	770,000	770,000	89,393	
Miscellaneous and Reimbursements	5,000	5,000	151,122	
Total Operating Revenues	**$ 44,585,000**	**$ 44,585,000**	**$ 14,747,752**	
Operating Expenditures				
Salaries and Wages	5,014,491	5,014,491	1,213,706	
Contracts and Services	2,236,046	2,416,212	427,669	
Operating Supplies	1,060,600	1,210,600	82,165	
Water Acquisition	18,784,000	18,784,000	5,351,124	
General and Administrative	4,285,132	4,104,966	1,092,553	
Total Operating Expenditures	**$ 31,380,269**	**$ 31,530,269**	**$ 8,167,217**	
NET REVENUES FROM OPERATIONS	**$ 13,204,731**	**$ 13,054,731**	**$ 6,580,535**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Transfers In	2,067,900	2,067,900	-	a
Investment Earnings	2,294,000	2,294,000	45,294	
Connection Fees	460,000	460,000	468,302	
Sub-total Non-operating Sources	4,821,900	4,821,900	513,596	
Non-operating Uses				
Capital Outlay (non-debt financed)	3,900,000	12,048,769	420,708	
Interest Expense	11,414,089	11,414,089	3,901,025	
Transfers Out	1,348,277	1,348,277	-	b
Sub-total Non-operating Uses	16,662,366	24,811,135	4,321,733	
NET NON-OPERATING SOURCES AND USES	**$ (11,840,466)**	**$ (19,989,235)**	**$ (3,808,137)**	
DEBT FINANCING & USE OF FUND BALANCE				
Payment of Principal	(3,701,940)	(3,701,940)	(681,107)	
Designated for Authorized Projects & Encumbrances	-	23,359,835	710,377	
Use of Bond Principal	-	(15,153,719)	(710,377)	
From/(To) Capital Reserve	2,337,675	2,430,328	(2,091,291)	
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ (1,364,265)**	**$ 6,934,504**	**$ (2,772,398)**	
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**	

Notes:

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

b Loan to Golf Fund

City of Oxnard
Wastewater Funds
Budget Status Report
For the Month Ended October 31, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Charges for Services	$ 24,380,000	$ 24,380,000	$ 7,388,494	
Security/Contamination Prevention Fees	150,000	150,000	-	
Miscellaneous and Reimbursements	485,000	485,000	70,314	a
Total Operating Revenues	**$ 25,015,000**	**$ 25,015,000**	**$ 7,458,808**	
Operating Expenditures				
Salaries and Wages	6,579,505	6,579,505	1,693,706	
Contracts and Services	4,997,327	4,997,327	1,493,478	
Operating Supplies	1,761,200	1,761,200	435,346	
General and Administrative	3,551,920	3,551,920	1,005,464	
Total Operating Expenditures	**$ 16,889,952**	**$ 16,889,952**	**$ 4,627,994**	
NET REVENUES FROM OPERATIONS	**$ 8,125,048**	**$ 8,125,048**	**$ 2,830,814**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Investment Earnings	30,000	30,000	26,065	
Connection Fees	380,000	380,000	92,141	
Sub-total Non-operating Sources	410,000	410,000	118,206	
Non-operating Uses				
Capital Outlay (non-debt financed)	4,275,000	4,914,487	18,278	
Interest Expense	6,940,157	6,940,157	208,345	
Sub-total Non-operating Uses	11,215,157	11,854,644	226,623	
NET NON-OPERATING SOURCES AND USES	**$ (10,805,157)**	**$ (11,444,644)**	**$ (108,417)**	
DEBT FINANCING & USE OF FUND BALANCE				
Payment of Principal	(4,487,939)	(4,487,939)	(16,701)	
Designated for Authorized Projects & Encumbrances	-	3,059,487	-	
Appropriated Fund Balance	-	280,000	-	
From/(To) Capital Reserve	7,168,048	4,468,048	(2,705,696)	
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ 2,680,109**	**$ 3,319,596**	**$ (2,722,397)**	
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**	

Notes:

a Prior period adjustment.

City of Oxnard
Environmental Resources
Budget Status Report
For the Month Ended October 31, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Charges for Services	$ 44,510,000	$ 44,510,000	$ 10,272,357	a
Security/Contamination Prevention Fees	79,000	79,000	-	
Miscellaneous and Reimbursements	255,000	255,000	62,595	
Total Operating Revenues	**$ 44,844,000**	**$ 44,844,000**	**$ 10,334,952**	
Operating Expenditures				
Salaries and Wages	7,062,747	7,062,747	1,886,329	
Operating Supplies	613,700	613,700	55,727	
Contracts and Services	26,779,699	26,948,565	7,613,112	
General and Administrative	3,764,040	3,764,040	941,284	
Total Operating Expenditures	**$ 38,220,186**	**$ 38,389,052**	**$ 10,496,452**	
NET REVENUES FROM OPERATIONS	**$ 6,623,814**	**$ 6,454,948**	**$ (161,500)**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Investment Earnings	170,400	170,400	7,595	
Connection Fees	35,340	35,340	26,615	
Sub-total Non-operating Sources	205,740	205,740	34,210	
Non-operating Uses				
Capital Outlay (non-debt financed)	280,500	462,555	74,828	
Interest Expense	771,452	771,452	259,130	
Transfers out	62,110	62,110	-	b
Sub-total Non-operating Uses	1,114,062	1,296,117	333,958	
NET NON-OPERATING SOURCES AND USES	**$ (908,322)**	**$ (1,090,377)**	**$ (299,748)**	
DEBT FINANCING & USE OF FUND BALANCE				
Payment of Principal	(3,728,756)	(3,728,756)	(243,174)	
Designated for Authorized Projects & Encumbrances	-	182,055	74,828	
Appropriated Fund Balance	-	168,866	-	
From/(To) Capital Reserve	(1,986,736)	(1,986,736)	629,594	
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ (5,715,492)**	**$ (5,364,571)**	**$ 461,248**	
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**	

Notes:

a Current year revenues reduced by $2,358,000 accrual to FY 2012

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

City of Oxnard
Golf
Budget Status Report
For the Month Ended October 31, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	$ 4,021,591	$ 4,021,591	$ 1,404,304
Miscellaneous and Reimbursements	10,000	10,000	-
Total Operating Revenues	**$ 4,031,591**	**$ 4,031,591**	**$ 1,404,304**
Operating Expenditures			
Salaries and Wages	66,068	66,068	18,881
Operating Supplies	-	-	-
Contracts and Services	3,938,573	3,938,573	1,192,411
General and Administrative	205,716	205,716	58,704
Total Operating Expenditures	**$ 4,210,357**	**$ 4,210,357**	**$ 1,269,996**
NET REVENUES FROM OPERATIONS	**$ (178,766)**	**$ (178,766)**	**$ 134,308**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	1,348,277	1,348,277	-
Investment Earnings	-	-	(2,915)
Sub-total Non-operating Sources	1,348,277	1,348,277	(2,915)
Non-operating Uses			
Capital Outlay (non-debt financed)	80,500	80,500	-
Interest Expense	149,097	149,097	7,546
Transfers out	-	-	-
Sub-total Non-operating Uses	229,597	229,597	7,546
NET NON-OPERATING SOURCES AND USES	**$ 1,118,680**	**$ 1,118,680**	**$ (10,461)**
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(939,914)	(939,914)	-
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Capital Reserve	-	-	(123,847)
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ (939,914)**	**$ (939,914)**	**$ (123,847)**
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**

Notes:

City of Oxnard
Performing Arts & Convention Center
Budget Status Report
For the Month Ended October 31, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	$ 450,200	$ 450,200	$ 140,552
Miscellaneous	20,000	20,000	12,162
Total Operating Revenues	**$ 470,200**	**$ 470,200**	**$ 152,714**
Operating Expenditures			
Salaries and Wages	950,194	950,194	295,567
Operating Supplies	300	300	-
Contracts and Services	252,355	252,355	87,924
General and Administrative	172,511	172,511	54,712
Total Operating Expenditures	**$ 1,375,360**	**$ 1,375,360**	**$ 438,203**
NET REVENUES FROM OPERATIONS	**$ (905,160)**	**$ (905,160)**	**$ (285,489)**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	905,160	905,160	301,720 a
Investment Earnings	-	-	(2,456)
Sub-total Non-operating Sources	905,160	905,160	299,264
Non-operating Uses			
Capital Outlay	-	-	-
Sub-total Non-operating Uses	-	-	-
NET NON-OPERATING SOURCES AND USES	**$ 905,160**	**$ 905,160**	**$ 299,264**
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Capital Reserve	-	-	(13,775)
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ -**	**$ -**	**$ (13,775)**
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**

Notes:

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

City of Oxnard
Housing Set-Aside Successor Agency Fund
Budget Status Report
For the Month Ended October 31, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Taxes	$ -	$ -	$ 11,667	
Rental Income	-	-	-	
Miscellaneous and Reimbursements	-	-	102,982	a
Total Operating Revenues	**$ -**	**$ -**	**$ 114,649**	
Operating Expenditures				
Salaries and Wages	-	-	19,870	
Contracts and Services	-	-	75	
General and Administrative	-	-	-	
Total Operating Expenditures	**$ -**	**$ -**	**$ 19,945**	
NET REVENUES FROM OPERATIONS	**$ -**	**$ -**	**$ 94,704**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Transfers In	-	-	-	
Investment Earnings	-	-	-	
Sub-total Non-operating Sources	-	-	-	
Non-operating Uses				
Capital Outlay	-	-	26,062	
Interest Expense	-	-	-	
Transfers out	-	-	-	
Sub-total Non-operating Uses	-	-	26,062	
NET NON-OPERATING SOURCES AND USES	**$ -**	**$ -**	**$ (26,062)**	
DEBT FINANCING & USE OF FUND BALANCE				
Payment of principal	-	-	-	
Designated for Authorized Projects & Encumbrances	-	-	-	
From/(To) Operating and Capital Reserves	-	-	(68,642)	
TOTAL USE OF FUND BALANCE	**$ -**	**$ -**	**$ (68,642)**	
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**	

Notes:

a Housing set-aside deposit.

City of Oxnard
Successor Agency to the Community Development Commission
Budget Status Report
For the Month Ended October 31, 2012
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Taxes	$ 10,478,775	$ 10,478,775	$ -	a
Rental Income	-	-	35,739	
Miscellaneous and Reimbursements	-	-	25,411	
Total Operating Revenues	**$ 10,478,775**	**$ 10,478,775**	**$ 61,150**	
Operating Expenditures				
Salaries and Wages	-	-	45,170	
Contracts and Services	-	-	82,379	
General and Administrative	305,207	305,207	109,385	
Total Operating Expenditures	**$ 305,207**	**$ 305,207**	**$ 236,934**	
NET REVENUES FROM OPERATIONS	**$ 10,173,568**	**$ 10,173,568**	**$ (175,784)**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Transfers In	-	-	-	
Investment Earnings	-	-	24,298	
Sub-total Non-operating Sources	-	-	24,298	
Non-operating Uses				
Capital Outlay	-	-	325,046	
Interest Expense	-	-	1,003,458	
Project Costs	10,173,568	10,173,568	-	a
Transfers out	-	-	-	
Sub-total Non-operating Uses	10,173,568	10,173,568	1,328,504	
NET NON-OPERATING SOURCES AND USES	**$ (10,173,568)**	**$ (10,173,568)**	**$ (1,304,206)**	
DEBT FINANCING & USE OF FUND BALANCE				
Payment of principal	-	-	(1,410,000)	
Designated for Authorized Projects & Encumbrances	-	-	-	
From/(To) Operating and Capital Reserves	-	-	2,889,990	b
TOTAL USE OF FUND BALANCE	**$ -**	**$ -**	**$ 1,479,990**	
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**	

Notes:

a Amounts approved by the California Department of Finance (DOF). AB 1484 allows for successor agencies to request a meet and confer session to discuss the findings of the DOF.

b Revenues were received from the County in June 2012 for expenditures approved in the Recognized Obligation Payment Schedule for July 2012 to December

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 11 / 27 / 12

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

Prepared By: Ralph Alamillo RA ______ Agenda Item No. K-1

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

DATE: September 25, 2012

TO: City Council

FROM: Michael Henderson, General Services Superintendent MH
City Manager Department

SUBJECT: Public Hearing and Adoption of Resolution to Form and to Levy FY2012-2013 Assessments in Landscape Maintenance District No. 60

RECOMMENDATION

That City Council:

1. Hold a public hearing concerning the formation of Landscape Maintenance District No. 60, consisting of Lot Merger No. 08-310-04 (The Artisan), located on Gonzales Road between Williams Drive and Lombard Street and determine whether a majority protest against formation exists.

2. If a majority protest against formation does not exist, continue with the public hearing to consider all protests against the proposed assessment in the District; tabulate the ballots; and determine whether a majority protest exists as to the assessment.

3. If a majority protest does not exist as to the assessment, adopt a resolution to form and levy FY 2012-2013 assessments in the District.

DISCUSSION

As a condition of development, the developer of Lot Merger No. 08-310-04 (The Artisan), located on Gonzales Road between Williams Drive and Lombard Street, consented to the formation of the District.

On March 3, 2009, Council approved the engineer's report for the District and adopted Resolution No. 13,604 declaring Council's intention to form the District and levy FY 2009-2010 assessments. Since the developer was not ready then for the formation of the District, it was put on hold until this fiscal year 2012-2013.

The public hearing held today is for Council to consider protests against the formation of the District and to consider protests against the proposed assessments.

The District cannot be formed if a majority protest exists. A majority protest against formation exists if, at the conclusion of the hearing, written protests filed and not withdrawn represent property owners owning more than 50 percent of the area of assessable lands within the District.

If a majority protest against formation does not exist, Council may continue with the public hearing to consider objections and protests against the proposed assessments. The assessments cannot be imposed if a majority protest exists. A majority protest against the assessments exists if the assessment ballots submitted, and not withdrawn, in opposition to the proposed assessments exceed the assessment ballots submitted, and not withdrawn, in favor of the proposed assessments, weighing the assessment ballots by the amount of the proposed assessment to be imposed upon the parcel for which the assessment ballot was submitted.

If a majority protest does not exist as to formation or as to the assessments, and Council adopts a resolution forming and levying assessments in the District, the assessment data will be delivered to the County Auditor-Controller's Office for processing and collection of FY 2012-2013 assessments.

CONTRACT SERVICE DISTRICT

The District will be a contract service district and the City will obtain bids from private contractors on behalf of the District. The revised engineer's report indicates the FY 2012-2013 costs.

FINANCIAL IMPACT

The recommendation will result in the City's ability to provide landscaping services in the District at no cost to the General Fund.

MH/es

Attachment 1 - Resolution Ordering Formation and Levying Assessments, Landscape Maintenance District No. 60
2 - Exhibit Map, Landscape Maintenance District 60
3 - Revised Engineer's Report

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ORDERING THE FORMATION OF AND LEVY OF ASSESSMENTS FOR FISCAL YEAR 2012-2013 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 60 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on March 3, 2009, City Council adopted Resolution No. 13,604, declaring its intention to form Landscape Maintenance District No. 60 (The Artisan, hereinafter "the District") and levy and collect assessments for the 2012-2013 fiscal year within the District in order to pay the costs of maintaining landscaping therein; and

WHEREAS, a description of the improvements and the proposed assessments upon assessable lots and parcel of the land within the District is contained in the revised report of the Engineer, dated September 2012, on file with the City Clerk; and

WHEREAS, Resolution No. 13,604 set a public hearing for April 21, 2009, rescheduled on November 27, 2012, concerning formation of the District and the levy of the proposed assessments, which was held and all interested persons were afforded the opportunity to hear and be heard; and

WHEREAS, City Council considered all protests against the formation of the District and found that a majority protest did not exist; and

WHEREAS, City Council considered all protests against the proposed assessments; and

WHEREAS, City Council tabulated ballots submitted in opposition to and in favor of the proposed assessments; and

WHEREAS, City Council determined that a majority protest against the proposed assessments did not exist.

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

1. Landscape Maintenance District No. 60 is ordered formed and the improvements and the assessments proposed in the revised report of the Engineer and its accompanying diagram, on file with the City Clerk, are confirmed.

2. The adoption of this resolution shall constitute the levy of assessments for the 2012-2013 fiscal year within Landscape Maintenance District No. 60.

3. The City Clerk shall immediately file the diagram and assessments, or a certified copy thereof, with the Ventura County Auditor.

PASSED AND ADOPTED THIS 27th day of November, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dr. Thomas E. Holden, Mayor

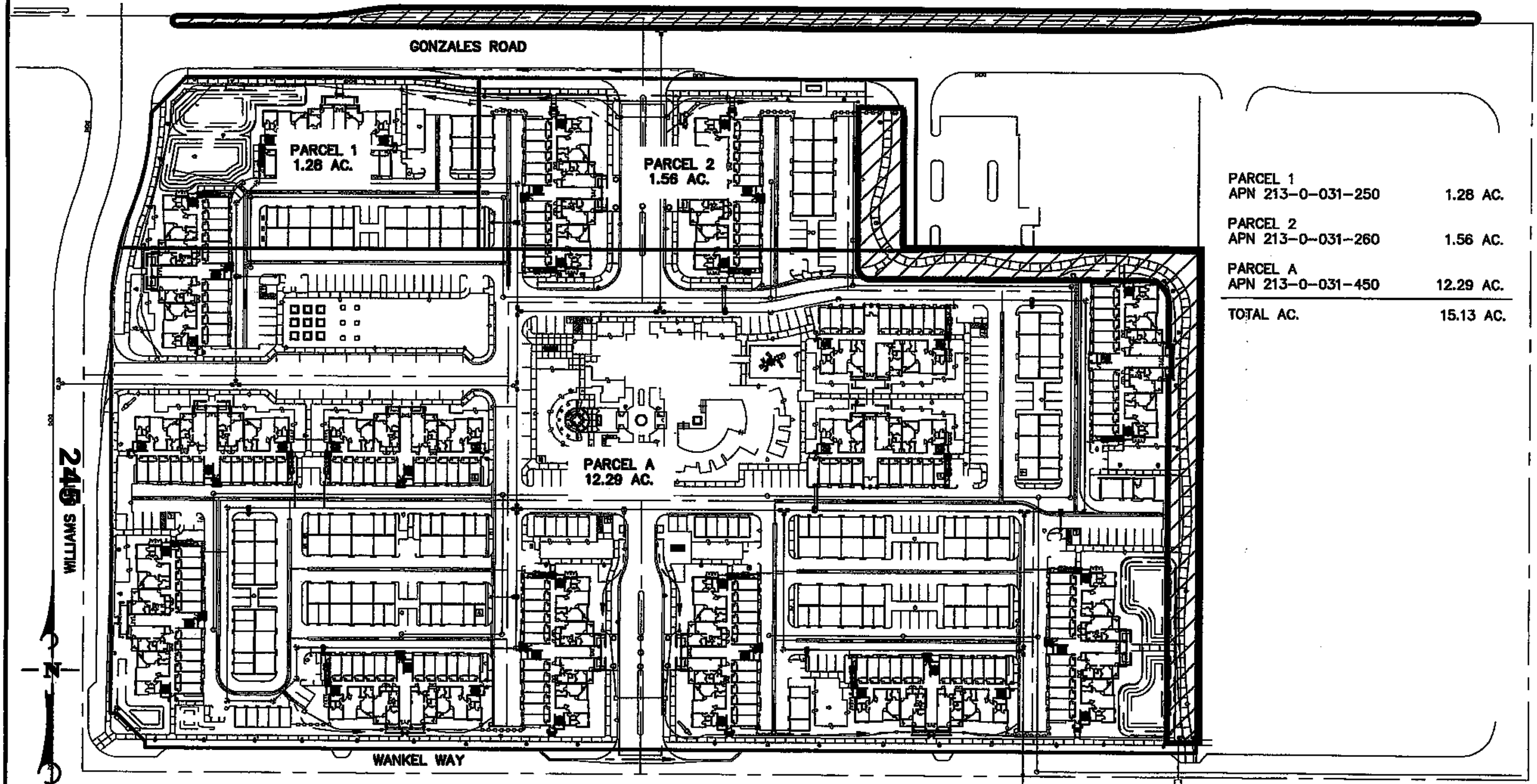
ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

FOR

Alan Holmberg, City Attorney



PARCEL 1 APN 213-0-031-250		1.28 AC.
PARCEL 2 APN 213-0-031-260		1.56 AC.
PARCEL A APN 213-0-031-450		12.29 AC.
TOTAL AC.		15.13 AC.

LEGEND:

- CITY MAINTAINED LANDSCAPE ASSESSMENT DISTRICT IMPROVEMENTS
- ASSESSMENT DISTRICT BOUNDARY

ASSESSMENT DIAGRAM FOR THE ARTISAN (LOT MERGER NO. 08-310-04) LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT #60

CITY OF OXNARD
COUNTY OF VENTURA
STATE OF CALIFORNIA
SEPTEMBER 2012

SHEET 1 OF 1

SCALE: 1"=100'

ATTACHMENT NO. 2
PAGE 1 OF 1

Penfield & Smith
Engineering · Surveying · Planning · Construction Management ·

W.O. 13086.29A 1308629EX1.DWG

CITY OF OXNARD
LANDSCAPE MAINTENANCE
ASSESSMENT DISTRICT NO. 60
(THE ARTISAN – LOT MERGER NO. 08-310-04)

ENGINEER'S REPORT
ON LEVY OF ANNUAL ASSESSMENTS
FOR FISCAL YEAR 2012-2013
AND FUTURE YEARS

PREPARED BY:	**PENFIELD & SMITH** **DEL NORTE ROAD, SUITE 200** **CAMARILLO, CA 93010** **(805) 981-0706** **FAX (805) 981-0251**
PROJECT MANAGER:	**PATRICK J. REEVES, P.E.**

REGISTERED PROFESSIONAL ENGINEER
PATRICK J. REEVES
No. 25278
Exp. 12-31-2013
CIVIL
STATE OF CALIFORNIA

W.O. #:	**13086.29A**
DATE:	**September 2012**

CITY OF OXNARD
LANDSCAPE MAINTENANCE
ASSESSMENT DISTRICT NO. 60
(THE ARTISAN – LOT MERGER NO. 08-310-04)

ENGINEER'S REPORT
ON LEVY OF ANNUAL ASSESSMENTS
FOR FISCAL YEAR 2012-2013
& FUTURE YEARS

SECTION 1 MAINTENANCE TO BE PROVIDED

Landscaping improvements to be maintained include: trees, shrubs, turf, ground cover, themed light poles, archways, park benches, litter receptacles, doggie bag sections and hardscape within the District, as shown on the diagram referred to in Section 2 hereof. The maintenance to be provided will include ordinary and necessary:

a. Repair, removal or replacement of all or any part of the landscaping, themed light poles, park facilities or equipment and hardscaping.

b. Provision for the life, growth, health and beauty of the landscaping and other improvements, including cultivation, irrigation, electricity, trimming, mowing, spraying, fertilizing and treating for disease or injury. The tree trimming may not occur on an annual basis, therefore the assessed amount is for the average annual cost.

c. Removal of trimmings, rubbish, graffiti, debris and other solid waste from the landscaped areas, themed light poles and hardscaped areas.

SECTION 2 PLANS & SPECIFICATIONS AND DIAGRAM

A diagram for the District, showing the following matters, is attached hereto and incorporated herein by reference.

a. Existing and proposed landscaping improvements within the District for which the above described maintenance is to be provided.

b. The exterior boundaries of the District.

c. The boundaries of any zones within the District.

d. The lines and dimensions of each lot or parcel of land within the District.

e. Identification of each lot or parcel of land within the District by a distinctive number or letter.

SECTION 3 ESTIMATE OF COSTS OF MAINTENANCE OF LANDSCAPING IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2012-2013 fiscal year includes:

a. Total costs estimated to be incurred in 2012-2013, for maintaining and servicing all existing and proposed landscaping improvements, including all incidental expenses: $53,132.50.

Cost Estimate

Description			Total
Paseo		$	11,600.00
Median		$	6,500.00
Trees		$	4,000.00
Water		$	15,000.00
Electricity		$	500.00
Hardscape		$	120.00
Light Poles		$	2,600.00
Archways		$	1,200.00
W.I. Fencing		$	500.00
Park Benches		$	300.00
Litter Receptacles		$	350.00
Doggie Bag Stations		$	1,500.00
	Subtotal	$	44,170.00
Administration		$	8,830.00
	Subtotal	$	53,000.00
County Collection Fee		$	132.50
	Total	$	53,132.50

b. Amount of deficit in the improvement fund to be carried over from a previous fiscal year: $0.00.

c. Amount of any contributions to be made from sources other than assessments levied pursuant to Part 2 of Division 15 of the Streets and Highways code: $0.00.

d. Amount, if any of the annual installment for 2012-2013 where the City Council has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments: $0.00.

e. Net amount to be assessed upon assessable lands with the District, being the total costs, as referred to in subdivisions (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): $53,132.50.

SECTION 4 ASSESSMENT OF ESTIMATED COSTS OF MAINTENANCE

This assessment applies to the 2012-2013 fiscal year.

a. The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is $53,132.50.

b. A description of each assessable lot or parcel for land within the District is contained in the diagram referred to in Section 2 hereof.

c. The net amount stated in subdivision (a) of this Section 4 is apportioned among such lots or parcels in proportion to the estimated special benefits to be received by each lot or parcel from the maintenance of the landscaping improvements by the following formula or method: Dividing such net amount by the number of assessable lots or parcels within the District. Thus, the net amount of $53,132.50 will be apportioned among the three parcels by acreage of each parcel as shown in the following table.

Parcel	APN #	Lot Area	Parcel Fee
Parcel 1	213-0-031-250	1.28 AC.	$ 4,495.00
Parcel 2	213-0-031-260	1.56 AC.	$ 5,478.50
Parcel A	213-0-031-450	12.29 AC.	$ 43,159.00
	Total	15.13 AC.	$ $53,132.50

The landscape maintenance described in Section 1 is for the visual enhancement, visual screening and preservation of open space for all parcels. The landscape maintenance along the streets of the District add value and enhance the aesthetic qualities of the District. Although all parcels do not front on the maintained areas, they are accessed via these areas, and therefore all properties within the District obtain special benefit from such areas. In addition, the landscaping elements discussed in this report were all conditions of the tract development plan.

d. The annual maintenance costs in future years will not require the preparation of an Engineer's Report. Maintenance costs and assessments are expected to increase in accordance with inflation and the consumer price index. Property owners will not be assessed higher annual maintenance assessments in excess of the Consumer Price Index (CPI) as published by the United States Department of Labor for all urban consumers (Los Angeles - Region) when compared to the July 2012 CPI, (235.776 - with 1982-84 = 100.0) without compliance with applicable procedures set out in Article XIIID of the California Constitution. Annual adjustments for electric power and water service may be greater than the CPI but shall not exceed five (5) percent of the previous fiscal year budget for electric power and water service plus administration. Assessments that do not exceed the amount calculated in accordance with the assessment formula may be made without further mailed notice and balloting.

e. In our capacity as Engineer, we hereby find and determine as follows:

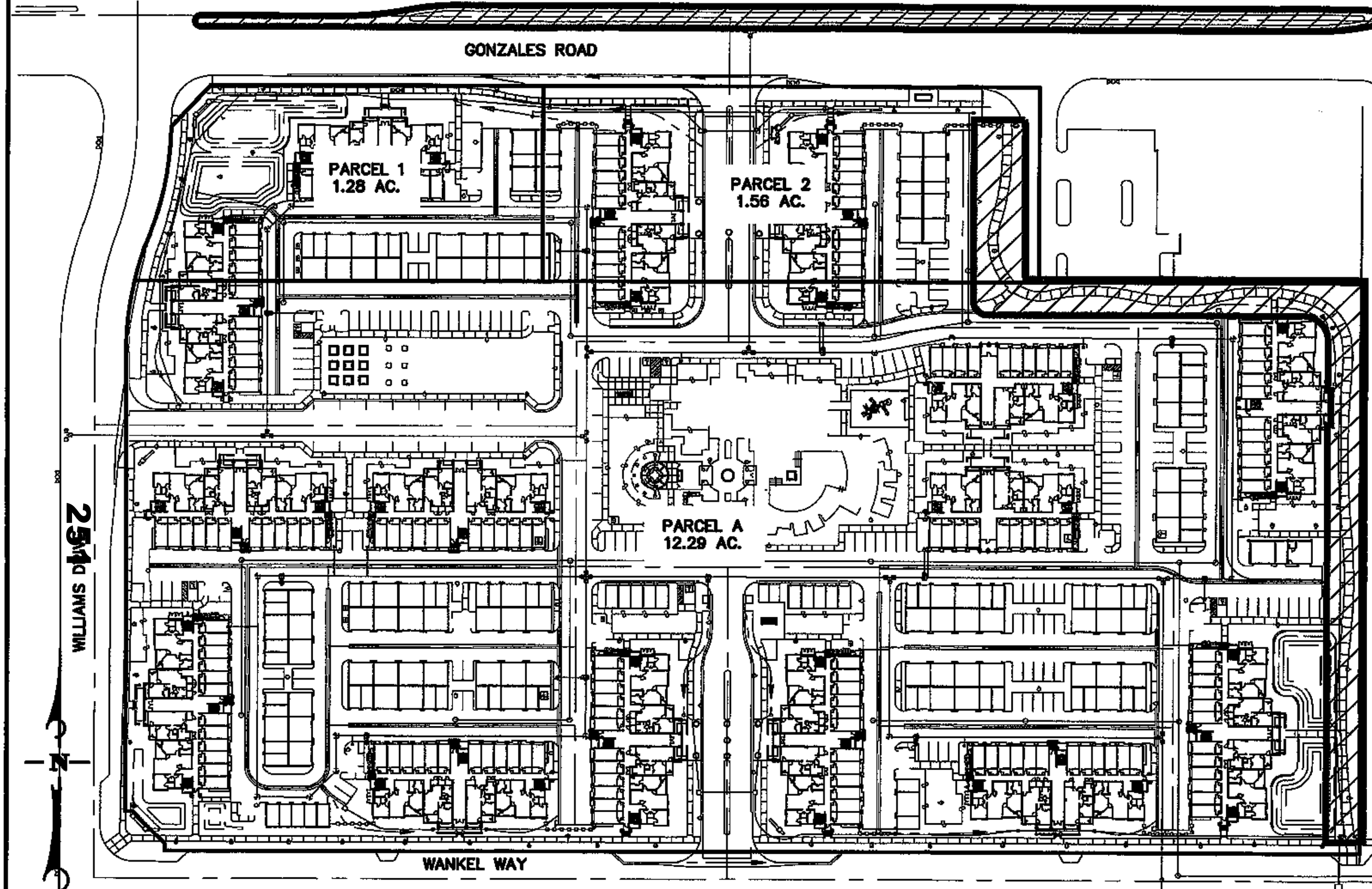
1. The proportionate special benefit derived by each parcel proposed to be assessed has been determined in relationship to the entirety of the maintenance and operations expenses of the landscape improvements described in Section 1 of this report and depicted on the diagram for the District.

2. No assessment is proposed to be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.

3. Only special benefits will be assessed.

4. Maintenance and operation of the landscaping improvements of which the cost is included in the assessments does not confer any general benefits on real property in the District or to the public-at-large.

5. There are no parcels within the District that are owned or used by any local government, the State of California, or the United States Government.



PARCEL 1 APN 213-0-031-250		1.28 AC.
PARCEL 2 APN 213-0-031-260		1.56 AC.
PARCEL A APN 213-0-031-450		12.29 AC.
TOTAL AC.		15.13 AC.

LEGEND:

CITY MAINTAINED LANDSCAPE ASSESSMENT DISTRICT IMPROVEMENTS

ASSESSMENT DISTRICT BOUNDARY

SCALE: 1"=100'

ASSESSMENT DIAGRAM FOR THE ARTISAN (LOT MERGER NO. 08-310-04) LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT #60

CITY OF OXNARD
COUNTY OF VENTURA
STATE OF CALIFORNIA
SEPTEMBER 2012

SHEET 1 OF 1

Penfield & Smith
Engineering · Surveying · Planning · Construction Management ·

W.O. 13086.29A 1308629EX1.DWG

ATTACHMENT NO. 3
PAGE 6 OF 6