

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.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
***OXNARD FINANCING AUTHORITY**
***OXNARD HOUSING AUTHORITY**
Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
May 14, 2013
5:30 P.M.

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Financing Authority and the Oxnard Housing Authority will not meet because there are no items requiring consideration on this date.**

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION - (Please see page 6 for a description of closed session items)

Q. APPOINTMENT ITEMS – 6:00 P.M.

Finance Department

1. **SUBJECT:** Budget Study Session – Street Funding Discussion. (001)
RECOMMENDATION: Receive information regarding street funding and provide guidance to staff for the Fiscal Years 2013-14 and 2014-15 Two-Year Budget.
Legislative Body: CC **Contact:** James Cameron **Phone:** 385-7461

D. OPENING CEREMONIES – 7:00 P.M.

Pledge of allegiance to the flag of the United States.

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.

E. CEREMONIAL CALENDAR

1. SUBJECT: Proclaim the week of May 19 to May 25 "Public Works Week" in the City of Oxnard.
2. SUBJECT: Police Officer of the Year.
3. SUBJECT: Presentation of State Farm Insurance Grant Award to the Police and Fire Departments.

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

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

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for March 19, 26, April 9, 16, 23, and May 7, 2013. (003)

RECOMMENDATION: Approve.

Legislative Body: SA

Contact: Daniel Martinez

Phone: 385-7805

City Manager Department

2. SUBJECT: Agreements for City Council Review. (013)

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

- Phone: 385-7950

Phone: 385-7407

Phone: 385-8312

- Phone: 385-8156

Finance Department

7. SUBJECT: Loan from Water Fund to Golf Course Fund. (215)
RECOMMENDATION: Approve a loan agreement by and between the Water Fund and the Golf Course Fund in the amount of \$1,348,277.
Legislative Body: CC Contact: James Cameron Phone: 385-7461
8. SUBJECT: Loan from General Fund to Golf Course Fund. (219)
RECOMMENDATION: Approve a loan agreement by and between the General Fund and the Golf Course Fund in the amount of \$1,738,799.
Legislative Body: CC Contact: James Cameron Phone: 385-7461

Police Department

9. SUBJECT: Authorization for the Lease-Purchase of Police Vehicles. (223)
RECOMMENDATION: Approve a special budget appropriation in the estimated amount of \$619,424 from the Master Equipment Lease Purchase Agreement (A-7211) for the acquisition of various police vehicles in Fiscal Year 2012-13, and authorize such changes to the documents and lease amount as may be necessary to reconcile to the total final cost of the vehicles.
 Legislative Body: CC Contact: Randy Latimer Phone: 385-4847

Public Works Department

10. SUBJECT: Approval of Award of Contract to Speiss Construction Company, Inc. for PW12-17 Effluent Sampling Facilities Project for the City's Wastewater Treatment Plant. (235)
RECOMMENDATION: Approve and authorize the Mayor to execute Contract with Speiss Construction Company, Inc. (A-7584) in the amount of \$1,280,450.00 for the Effluent Sampling Facilities Project for the City's Wastewater Treatment Plant.
Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358
11. SUBJECT: Approval of Award of Contract to Toro Enterprises, Inc. for PW12-14 Ventura Boulevard Street Improvement Project. (265)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute Contract with Toro Enterprises, Inc. (A-7586) in the amount of \$1,661,099.01 for project Specification No. PW12-14 for the reconstruction of street, sidewalk, curb, gutter, landscaping, bike lane and the installation of storm drain and water lines along East Ventura Boulevard from Nyeland Avenue to Almond Drive; and 2) Approve a Special Budget Appropriation of \$2,092,264 which includes recognizing a federal transportation grant of \$1,528,317 for the project design and construction, \$101,177 from the Water Enterprise Fund to install the water lines and \$462,770 from the Gas Tax Fund to provide local matching funds as per the requirements of the federal transportation grant.
Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358

- SUBJECT:** Approval of Award of Contract to Toro Enterprises, Inc. for PW 10-06 Del Norte Boulevard Arterial Resurfacing Project. (295)
- RECOMMENDATION:** 1) Approve and authorize the Mayor to execute Contract with Toro Enterprises, Inc. (A-7582) in the amount of \$1,776,547.38 for Project Specification Number 10-06 for pavement resurfacing, traffic markings, medians and signage, improvements to curbs, gutters, and other concrete structures on Del Norte Boulevard from Sturgis Road to Highway 101; and 2) Approve a Special Budget Appropriation recognizing the State of California Department of Transportation (Caltrans) for Surface Transportation Act (STA) federal aid grant funding in an amount of \$1,462,212.0, and reduce the Measure O contribution to \$567,646.38.
- Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

Housing Department

1. SUBJECT: Re-Allocation of 2012-13 Emergency Solutions Grant Funds Between Existing Projects. (323)
RECOMMENDATION: 1) Approve the First Amendment of the Fiscal Year 2012-2013 Annual Action Plan (Plan); and 2) Approve the Re-Allocation of funds between projects of the FY 2012-2013 Emergency Solutions Grant (ESG) Award.
Legislative Body: CC Contact: Will Reed Phone: 385- 8044

L. PUBLIC HEARINGS – 7:15 P.M.

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

Finance Department

1. SUBJECT: General Fund Financial Review. (325)
RECOMMENDATION: Receive a report on General Fund financial projections.
 Legislative Body: CC Contact: James Cameron Phone: 385-7461

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.

R. STUDY SESSION

Recreation and Community Services Department

1. **SUBJECT:** “Aquatics/Learn to Swim” Program Discussion. (333)
RECOMMENDATION: Receive information regarding “Aquatics/Learn to Swim” Program and provide guidance to staff.
Legislative Body: CC Contact: Sofia Balderrama Phone: 385-7993

Fire Department

2. SUBJECT: Study Session on Ocean Lifeguard Services. (337)
RECOMMENDATION: Conduct a study session on Ocean Lifeguard Services.
 Legislative Body: CC Contact: Brad Windsor Phone: 385-7708

S. PUBLIC COMMENTS ON STUDY SESSION

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

C. CLOSED SESSION - (Continued from page 1)

1. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.**
CC Dennis Brown, et al. v. City of Oxnard, et al.
Ventura County Superior Court Case No. 56-2012-00419885-CU-WM-VTA

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 – Existing Litigation. The purpose of the closed session is to report to City Council on the status of the litigation.

T. ADJOURNMENT



Meeting Date: 5/14/13

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

Prepared By: James Cameron *J.C.*Agenda Item No. *Q-1*Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *J.C.* Other (Specify) _____

DATE: May 2, 2013

TO: City Council

FROM: James Cameron *James Cameron*
Chief Financial Officer

SUBJECT: Budget Study Session – Street Funding Discussion

RECOMMENDATION

That City Council receive information regarding street funding and provide guidance to staff for the Fiscal Years 2013-14 2014-15 Two-year Budget.

DISCUSSION

One of the major concerns of this community is the maintenance of City streets and alleyways. Financial challenges over the years have significantly restricted the City's capacity to fund a sustainable street and alley maintenance program. In addition to economic recessions that have reduced revenues, recent actions by the State and other agencies, such as dissolution of Redevelopment Agencies that could provide funding in blighted areas of the community as well as the reduction of TDA funds that could be made available for street maintenance, have negatively impacted the City's efforts to address this problem. As a result, the back log of streets requiring major repair is 140 lane miles with an estimated cost of \$70 million. The cost to provide ongoing preventative maintenance in the future is estimated to be \$4 million annually. These amounts do not include alleys which carry a \$46 million price tag.

In spite of the considerable financial challenges, the City has been able to leverage existing resources to address some critical areas. Over the last ten years, the City has invested \$90 million in street maintenance and repair projects. In 2008, the community approved the ½ Cent Sales Tax, Measure O, to help address the need to improve our streets in addition to other community service enhancements. Since that time, City Council has supported the use of \$7.7 million for streets and alleys with a long term goal of spending more than \$50 million through 2029 when Measure O sunsets.

In addition the approximately \$2.5 million annually from Measure O, State and Federal grants have been and will continue to be important funding sources. Over the last ten years \$33 million in street projects were funded with State and Federal grants, including the recent ARRA grants. While this source is inconsistent and will be limited in the future by State and Federal budget constraints, for long term planning, it is reasonable to assume an average of \$3 million annually in the future. For the most

part, grants are limited to arterial and collector roadways.

Finally, the Gas Tax provides approximately \$2 million for street maintenance after debt service. Street maintenance includes on-going efforts to repair pot holes and other related costs, leaving limited funding for major maintenance from this source.

To address the overall funding challenge of maintaining and repairing City roadways, it is beneficial to evaluate the requirements for preventative maintenance and major repairs and upgrades on separate tracks. Given the significant investment over the last ten years to repair and upgrade our roads, it is critical to fully fund an ongoing preventative maintenance program consisting of slurry and cape seal. The appropriate funding sources would be Measure O, Gas Tax, and General Fund. Major repairs consisting of overlay and mill & fill requirements are best funded with grants and bonds. Alleys require local funding such as Measure O and General Fund.

FINANCIAL IMPACT

Because this item is for discussion purposes only, there is no financial impact.

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meetings

March 19, 2013

A. ROLL CALL/POSTING OF AGENDA

At 7:23 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers, concurrently with the City Council. Commissioners Tim Flynn, Carmen Ramirez, and Dorina Padilla were present. Commissioner Bryan A. MacDonald was absent. The Deputy Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairman Flynn presided and called the meeting to order. Staff members present were: Lyn Bennett, Deputy Secretary Designate; Daniel Martinez, Secretary Designate; Karen Burnham, Interim City Manager; Grace Magistrale Hoffman, Deputy City Manager; Alan Holmberg, City Attorney; Martin Erickson, Legislative Affairs Manager; James Cameron, Chief Financial Officer; Curtis Cannon, Community Development Director; and Kymberly Horner, Redevelopment Services 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. Mayor Flynn presided. Additional staff members present were:

E. CEREMONIAL CALENDAR

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

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

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. SUBJECT: Verbal Report on Oxnard Community Development Commission Successor Agency and Status of Redevelopment Activities in the City of Oxnard.
RECOMMENDATION: Receive and consider verbal report.
DISCUSSION: Receive verbal report by Community Development Director.
Bert Perello provided comments on next Oversight Board Meeting March 21, 2013.
ACTION: Receive verbal report.

N. SUCCESSOR AGENCY BUSINESS/COMMITTEE REPORTS

The Community Development Director provided information on future store openings and prospective tenants at The Collection (Riverpark).

CITY COUNCIL

At 9:14 p.m. the joint meeting with the City Council concluded.

O. REPORTSP. PUBLIC COMMENTS ON REPORTSQ. APPOINTMENT ITEMSR. STUDY SESSIONS. PUBLIC COMMENTS ON STUDY SESSIONT. ADJOURNMENT

At 9:14 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

LYN BENNETT
Deputy Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

March 26, 2013

A. ROLL CALL/POSTING OF AGENDA

At 7:04 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers, concurrently with the City Council, Housing Authority and Finance Authority. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald and Dorina Padilla were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn 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 by Soleil Jones, 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

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 Manager Department

1. SUBJECT: Cancellation of the Regular Meetings Scheduled for April 16, 2013. (123)

RECOMMENDATION: Cancel their regular meetings scheduled for April 16, 2013.

ACTION: Approved as recommended. (Ramirez/MacDonald) Ayes: Flynn, Ramirez, MacDonald and Padilla.

CITY COUNCIL/HOUSING AUTHORITY/FINANCE AUTHORITY

At 10:19 p.m. the joint meetings with the City Council, Housing Authority and Finance Authority concluded.

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 10:19 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

April 9, 2013

A. ROLL CALL/POSTING OF AGENDA

At 5:31 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council. Commissioners Timothy B. Flynn, Carmen Ramirez, Bryan A. MacDonald, and Dorina Padilla were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim Executive Director; Alan Holmberg, General Counsel; and James Cameron, Chief Financial Officer.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 5:33 p.m., the City Council and Successor Agency recessed to a closed session, pursuant to Government Code section 54956.9(a), to confer with its attorneys. The title and case number of the litigation being discussed is SOCMI, LLC, et al. v. City of Oxnard, et al., Ventura County Superior Court Case No. 56-2012-00427637-CU-WM-VTA.

The City Council and Successor Agency also recessed to a closed session, pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, to decide whether to initiate litigation in one potential case.

At 7:02 p.m., the Successor Agency reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 7:04 p.m., the Community Development Commission Successor Agency reconvened in the Council Chambers, concurrently with the City Council. The meeting opened with the pledge of allegiance to the flag of the United States by Verne Arnold, Channel Islands Clippers Barbershop Quartet, 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 AGENDAJ. TRANSMITTAL OF INFORMATION ONLY ITEMSK. INFORMATION/CONSENT PUBLIC HEARINGSL. PUBLIC HEARINGSM. REPORT OF SECRETARYN. COMMUNITY DEVELOPMENT SUCCESSOR AUTHORITY BUSINESS/COMMITTEE REPORTSCITY COUNCIL

At 12:17 a.m. the joint meeting with the City Council concluded.

O. REPORTSP. PUBLIC COMMENTS ON REPORTSQ. APPOINTMENT ITEMSR. STUDY SESSIONS. PUBLIC COMMENTS ON STUDY SESSIONT. ADJOURNMENT

At 12:17 a.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

April 16, 2013

There was no meeting since the regular meeting was canceled on March 26, 2013.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

April 23, 2013

A. ROLL CALL/POSTING OF AGENDA

At 7:05 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council. Commissioners Tim Flynn, Carmen Ramirez Bryan A. MacDonald and Dorina Padilla were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order.

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. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim Executive Director; Alan Holmberg, General Counsel; Curtis Cannon, Community Development Commission Successor Director; and Grace Magistrale Hoffman, Deputy Executive Secretary.

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

N. COMMUNITY DEVELOPMENT COMMISSION BUSINESS/COMMITTEE REPORTS

M. REPORT OF SECRETARY

1. SUBJECT: Verbal Report on Oxnard Community Development Commission Successor Agency and Status of Redevelopment Activities in the City of Oxnard.
RECOMMENDATION: Receive and consider report.

DISCUSSION: The Community Development Commission Successor Director commented on disputed items rejected by State. The Chief Financial Officer reviewed administrative costs. The City Clerk stated that audio was not copied at the March 21, 2013 meeting due to technical difficulty.

Comments were received from: Bert Perello.

The Council commented on taping of Oversight Board meeting and that Mayor Flynn as an Oversight Board member can express concern to the Oversight Board regarding the copying process.

ACTION: The City Council received the report and provided comments.

CITY COUNCIL

At 10:55 p.m. the joint meeting with the City Council concluded.

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 10:55 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

May 7, 2013

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman



Meeting Date: 5/14/2013

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-2

Reviewed By: City Manager [Signature] City Attorney [Signature] Finance A.C. Other (Specify) _____

DATE: May 6, 2013

TO: City Council

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

SUBJECT: Agreements for City Council Review

RECOMMENDATION

That City Council, pursuant to Ordinance 2835, and Resolution No. 13,932, approve and authorize the City Manager, to execute the agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.

DISCUSSION

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

FINANCIAL IMPACT

Funding information is included on the attached list.

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

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office after 10:00 a.m. on Thursday prior to the Council meeting.

City Manager Contract List for 05/14/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	Police - Community Patrol Randy Latimer 385-7847	Lazer Broadcasting Corporation Agreement No. 6250-13-PO	Payment for Police Services - Cinco de Mayo Event Vendor sponsored annual Cinco de Mayo event which was held at Oxnard College. Agreement is for reimbursement of police services related to the event. Anticipated revenue estimate is not to exceed \$36,166.88. This action is to ratify approval of contract due to time constraints. Total Contract Amount: \$36,167 FundingSource: Revenue	No Cost
B	Original Agreement	Community Development - Central Business District Curtis Cannon 385-7850	ThyssenKrupp Elevator Corporation Agreement No. 6184-13-CD	Replacement of handicapped lift at 740 South B Street (La Dolce Vita Restaurant) Remove, furnish, and install new handicapped lift at 740 South B Street. The existing lift is in disrepair and is in need of replacement. An RFP was issued. Only one bid was received and the recommendation is to proceed with selected vendor. Total Contract Amount: \$61,349 FundingSource: Redevelopment Property Tax Trust Fund (ROPS Approved)	\$61,349
C	Amendment	Development Services - Development Support Matthew Winegar 385-7877	Western Federal Credit Union Agreement No. 5104-10-DS Amendment 1	Rental Agreement with Western Federal Credit Union for space in City Hall-East Wing Extension of the rental agreement for space in City Hall-East Wing for an additional three years. WFCU has rented this space for three years. Rent has been adjusted using the Consumer Price Index (CPI) from \$1,171.50 to \$1,241.79 per month, and will be adjusted every 12 months by the CPI, not to exceed 2% per year. Total Contract Amount: \$86,878 FundingSource: Revenue	No Cost
D	Purchase Order	General Services - Parks and Facilities Development Michael Henderson 385-8099	West Coast Air Conditioning Purchase Order No. 4459	Chiller for Oxnard City Civic Center - 305 West Third Street, East Wing Oxnard City Civic Center - 305 W. 3rd Street, East Wing. Provide all labor, equipment and materials to install a new chiller on the roof of this facility. Department received 3 quotes for the above project. The lowest responsible responsive quote was accepted. Total Contract Amount: \$52,000 FundingSource: Federal Energy & Conservation Block Grant	\$52,000

ATTACHMENT
PAGE 1 OF 1



Meeting Date: 5 / 14 / 13

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

Prepared By: Sergio Cervantes *SC* Agenda Item No. I-3

Reviewed By: City Manager *SRP* City Attorney *SMF* Finance *JC* Other _____

DATE: May 1, 2013

TO: City Council

FROM: Michael Henderson, General Services Superintendent
City Manager's Department *MHA*

SUBJECT: Scheduling of Public Hearing and Adoption of Resolutions to Declare Intent to Levy FY 2013-2014 Assessments for Landscape Maintenance District Nos. 1 through 3, and 7 through 26

RECOMMENDATION

That City Council:

1. Adopt resolutions declaring City Council's intention to levy FY 2013-2014 assessments for Landscape Maintenance Districts Nos. 1 through 3, and 7 through 26 in the following tracts:

- Tract No. 2247, District No. 1 (Summerfield);
- Tract Nos. 4065, 4164, 4355 and 4225, District No. 2 (Channel Islands Business Park);
- Tract No. 3384, District No. 3 (River Ridge);
- Tract Nos. 4183 and 3943, District Nos. 7 and 8 (Northfield/Seagate Business Park);
- Tract Nos. 3051-2, 3051-3, and 4351, District No. 9 (Strawberry Fields);
- Tract No. 4405, District No. 10 (Country Club Estates);
- Tract No. 4376, District No. 11 (St. Tropez);
- Tract No. 4294, District No. 12 (Standard Pacific);
- Tract No. 4424, District No. 13 (Le Village);
- Tract No. 4492, District No. 14 (California Cove);
- Tract No. 4443, District No. 15 (Pelican Pointe);
- Tract No. 4810, District No. 16 (California Lighthouse);
- Tract No. 4702, District No. 17 (Village of San Miguel);
- Parcel Map Nos. 213-0-031-355, 375, 385, 405, 415, 425, District No. 18 (St. John's Regional Medical Center);
- Tract No. 4827, District No. 19 (Shopping at the Rose);
- Parcel Map Nos. 231-0-020-200, 210, 240, District No. 20 (Wallenius Vehicle Preparation Center);
- Tract Nos. 3384-7, 8, District No. 21 (Cypress Pointe);
- Tract No. 4611, District No. 22 (McDonald's Median);
- Tract No. 4529, District No. 23 (Greystone);

City Council

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May 1, 2013

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- Tract No. 4529, District No. 24 (Vineyards);
- Tract No. 4840, District No. 25 (The Pointe); and
- Parcel Map No. 202-0-010-685, District No. 26 (Albertson's).

2. Set a public hearing for June 18, 2013, on the levy of the proposed assessments in Landscape Maintenance District Nos. 1 through 3, and 7 through 26.

DISCUSSION

As a condition of development, the City Council required that the developers of certain tracts cooperate with the City in order to establish landscape maintenance districts. These districts were formed by separate City Council resolutions in prior years. The assessments are exempt from Article XIII D of the California Constitution, by reason of Section 5 (a) thereof.

The Landscape and Lighting Act of 1972, pursuant to which these districts were formed, requires annual City Council action to update the assessments which appear on the Ventura County tax rolls. The purpose of the meeting today is for Council to adopt resolutions of intention to levy assessments, and to set a public hearing to be held on June 18, 2013, for Council to receive public testimony and to levy assessments for the next fiscal year.

Staff has calculated costs and assessments for the City's FY 2013-2014 maintenance of public landscaping in Landscape Maintenance District Nos. 1 through 3, and 7 through 26 and has prepared a resolution of intention for each. Each resolution of intention sets June 18, 2013, as the date for the public hearing on the levy of assessments. Each resolution of intention states that assessments for FY 2013-2014 are not proposed to increase over the assessments for FY 2012-2013.

Following the City Council's action at the public hearing on June 18, 2013, the assessment data will be delivered to the County Auditor-Controller's Office and processed for the collection of assessments in FY 2013-2014. This action must take place prior to July 1, 2013.

SELF-MAINTAINED DISTRICTS

Some districts maintain the landscaping without involving the City work force or contract maintenance services. However, the City requires an annual \$1,080 budget for contingencies and inspections by City staff. Unused amounts remain in the fund balance for the district and are applied against the required 15 percent operating reserve and any additional surplus is used to reduce subsequent assessments. District Nos. 2 (Channel Islands Business District); 19 (Shopping at the Rose); and 21 (Cypress Pointe) are self-maintained districts.

City Council

Subject: **Scheduling of Public Hearing and Adoption of Resolutions to Declare Intent to Levy FY 2013-2014 Assessments for Landscape Maintenance District Nos. 1 through 3, and 7 through 26**

May 1, 2013

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CONTRACT SERVICE DISTRICTS

District Nos. 3 (River Ridge); 14 (California Cove); and 16 (California Lighthouse) are contract service districts, which means that the City will obtain the lowest bid from a private contractor on behalf of the districts. The annual assessment will vary from one year to the next. The engineer's report for each indicates the FY 2013-2014 costs.

CITY MAINTAINED DISTRICTS

Staff has determined that the City work force can provide improved landscape maintenance services to some districts equal to or below the costs charged by a contractor. For FY 2013-2014, City staff will provide services to the following tracts:

- Tract No. 2247, District No. 1 (Summerfield);
- Tract Nos. 4183 and 3943, District Nos. 7 and 8 (Northfield/Seagate Business Park);
- Tract Nos. 3051-2, 3051-3, and 4351, District No. 9 (Strawberry Fields);
- Tract No. 4405, District No. 10 (Country Club Estates);
- Tract No. 4376, District No. 11 (St. Tropez);
- Tract No. 4294, District No. 12 (Standard Pacific);
- Tract No. 4424, District No. 13 (Le Village);
- Tract No. 4443, District No. 15 (Pelican Pointe);
- Tract No. 4702, District No. 17 (Village of San Miguel);
- Parcel Map Nos. 213-0-031-355, 375, 385, 405, 415, 425, District No. 18 (St. John's Regional Medical Center);
- Parcel Map Nos. 231-0-020-200, 210, 240, District No. 20 (Wallenius Vehicle Preparation Center);
- Tract No. 4611, District No. 22 (McDonald's Median);
- Tract No. 4529, District No. 23 (Greystone);
- Tract No. 4529, District No. 24 (Vineyards);
- Tract No. 4840, District No. 25 (The Pointe); and
- Parcel Map No. 202-0-010-685, District No. 26 (Albertson's).

DISTRICTS NOT INCLUDED IN THIS REPORT

Assessment District No. 4, the Mandalay Beach and Landscaping Maintenance District, is not included in this action because it was formed pursuant to the Improvement Act of 1911, and, therefore, requires separate treatment. Assessment District Nos. 5 and 6, for the Maulhardt (4021) and Continental Heritage (4169) industrial tracts, are also excluded because they contain no City-maintained landscaping at this time.

City Council

Subject: **Scheduling of Public Hearing and Adoption of Resolutions to Declare Intent to Levy FY 2013-2014 Assessments for Landscape Maintenance District Nos. 1 through 3, and 7 through 26**

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FINANCIAL IMPACT

The recommendation will result in the City's ability to provide landscaping services in District Nos. 1 through 3, and 7 through 26 at no cost to the General Fund.

Attachment 1 - Oxnard Landscape Maintenance District No. 1 Engineer's Report
 2 - Resolution of Intention: Landscape Maintenance District No. 1
 3 - Oxnard Landscape Maintenance District No. 2 Engineer's Report
 4 - Resolution of Intention: Landscape Maintenance District No. 2
 5 - Oxnard Landscape Maintenance District No. 3 Engineer's Report
 6 - Resolution of Intention: Landscape Maintenance District No. 3
 7 - Oxnard Landscape Maintenance District Nos. 7 & 8 Engineer's Report
 8 - Resolution of Intention: Landscape Maintenance District Nos. 7 & 8
 9 - Oxnard Landscape Maintenance District No. 9 Engineer's Report
 10 - Resolution of Intention: Landscape Maintenance District No. 9
 11 - Oxnard Landscape Maintenance District No. 10 Engineer's Report
 12 - Resolution of Intention: Landscape Maintenance District No. 10
 13 - Oxnard Landscape Maintenance District No. 11 Engineer's Report
 14 - Resolution of Intention: Landscape Maintenance District No. 11
 15 - Oxnard Landscape Maintenance District No. 12 Engineer's Report
 16 - Resolution of Intention: Landscape Maintenance District No. 12
 17 - Oxnard Landscape Maintenance District No. 13 Engineer's Report
 18 - Resolution of Intention: Landscape Maintenance District No. 13
 19 - Oxnard Landscape Maintenance District No. 14 Engineer's Report
 20 - Resolution of Intention: Landscape Maintenance District No. 14
 21 - Oxnard Landscape Maintenance District No. 15 Engineer's Report
 22 - Resolution of Intention: Landscape Maintenance District No. 15
 23 - Oxnard Landscape Maintenance District No. 16 Engineer's Report
 24 - Resolution of Intention: Landscape Maintenance District No. 16
 25 - Oxnard Landscape Maintenance District No. 17 Engineer's Report
 26 - Resolution of Intention: Landscape Maintenance District No. 17
 27 - Oxnard Landscape Maintenance District No. 18 Engineer's Report
 28 - Resolution of Intention: Landscape Maintenance District No. 18
 29 - Oxnard Landscape Maintenance District No. 19 Engineer's Report
 30 - Resolution of Intention: Landscape Maintenance District No. 19
 31 - Oxnard Landscape Maintenance District No. 20 Engineer's Report
 32 - Resolution of Intention: Landscape Maintenance District No. 20
 33 - Oxnard Landscape Maintenance District No. 21 Engineer's Report
 34 - Resolution of Intention: Landscape Maintenance District No. 21
 35 - Oxnard Landscape Maintenance District No. 22 Engineer's Report

City Council

Subject: Scheduling of Public Hearing and Adoption of Resolutions to Declare Intent to Levy FY 2013-2014 Assessments for Landscape Maintenance District Nos. 1 through 3, and 7 through 26

May 1, 2013

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- 36 - Resolution of Intention: Landscape Maintenance District No. 22
- 37 - Oxnard Landscape Maintenance District No. 23 Engineer's Report
- 38 - Resolution of Intention: Landscape Maintenance District No. 23
- 39 - Oxnard Landscape Maintenance District No. 24 Engineer's Report
- 40 - Resolution of Intention: Landscape Maintenance District No. 24
- 41 - Oxnard Landscape Maintenance District No. 25 Engineer's Report
- 42 - Resolution of Intention: Landscape Maintenance District No. 25
- 43 - Oxnard Landscape Maintenance District No. 26 Engineer's Report
- 44 - Resolution of Intention: Landscape Maintenance District No. 26

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 1
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2013-2014**

**DEPARTMENT OF GENERAL SERVICES
May 2013**

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover 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.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND 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.
- (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 IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2013-2014 fiscal year includes:

- (a) Total costs for improvements to be made in FY 2013-2014, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$13,006.56.
- (b) Amount of surplus 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 FY 2013-2014 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 within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$13,006.56.

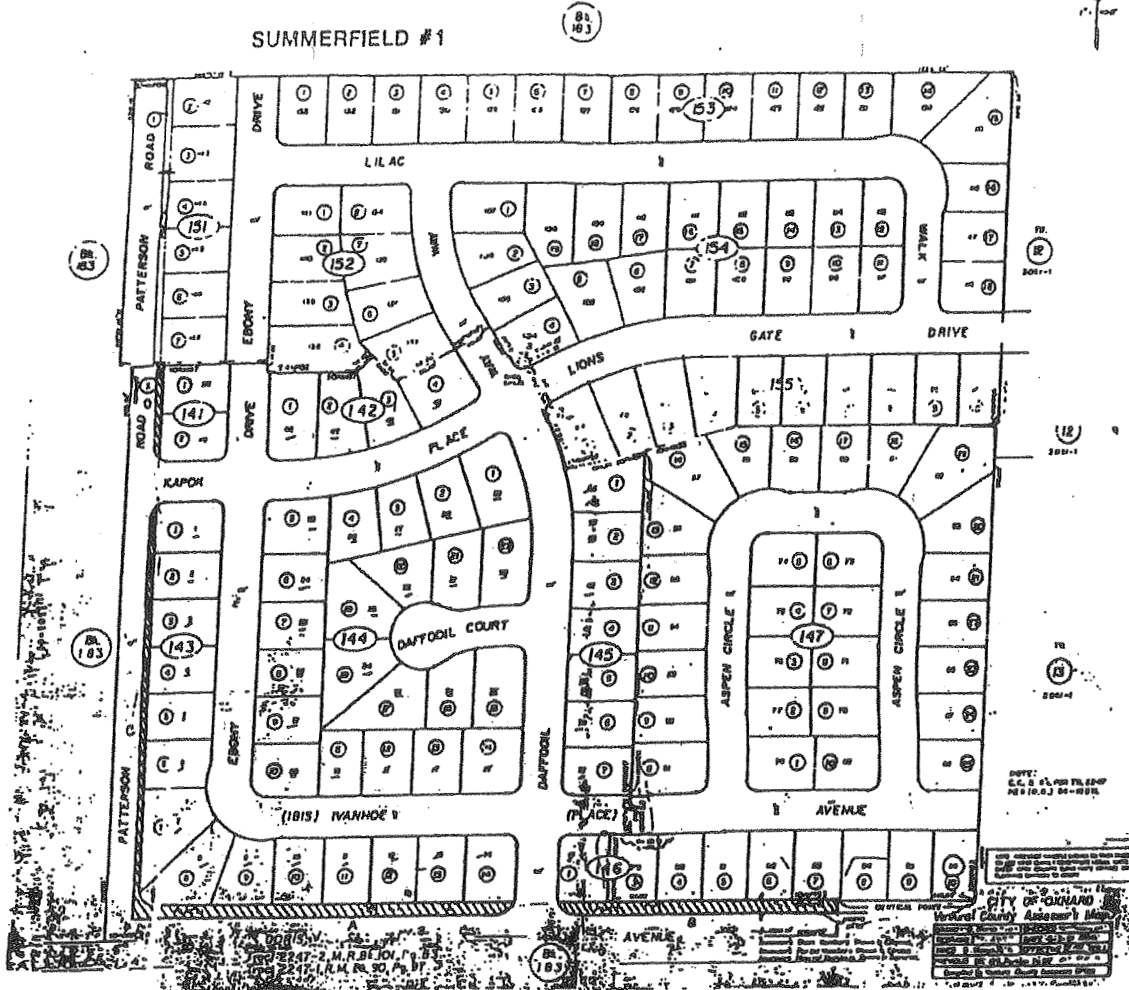
SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2013-2014 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$13,006.56.
- (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 benefit to be received by each lot or parcel from the 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 \$13,006.56 is divided by 147 lots for an assessment of \$88.48 per lot or parcel.

City Maintained Landscape Assessment District Improvements

SUMMERFIELD #1



SUMMERFIELD - LANDSCAPE MAINTENANCE DISTRICT #1

Attachment 1
Page 4 of 4

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 1 (SUMMERFIELD) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 1 formed within the City on April 16, 1985, by Resolution No. 8860 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2013-2014 fiscal year and the amount of the special benefit received therefrom by each parcel within such District (the "Engineer's Report"); and

WHEREAS, assessments existed in such District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 1 for fiscal year 2013-2014 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 2247 located within the assessment district known as Landscape Maintenance District No. 1, which is located at Patterson Road, north of Doris Avenue in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 1 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the Engineer's Report on file with the City Clerk.
5. Notice is hereby given that on June 18, 2013 at 7:00 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2013-2014 assessment in Landscape Maintenance District No. 1 is not proposed to increase.

PASSED AND ADOPTED THIS ____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 2
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2013-2014**

**DEPARTMENT OF GENERAL SERVICES
May 2013**

Attachment 3
Page 1 of 4

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover 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.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND 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.
- (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 IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2013-2014 fiscal year includes:

- (a) Total costs for improvements to be made in FY 2013-2014, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$1,014.36.
- (a) Amount of surplus 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 FY 2013-2014 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 within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$1,014.36.

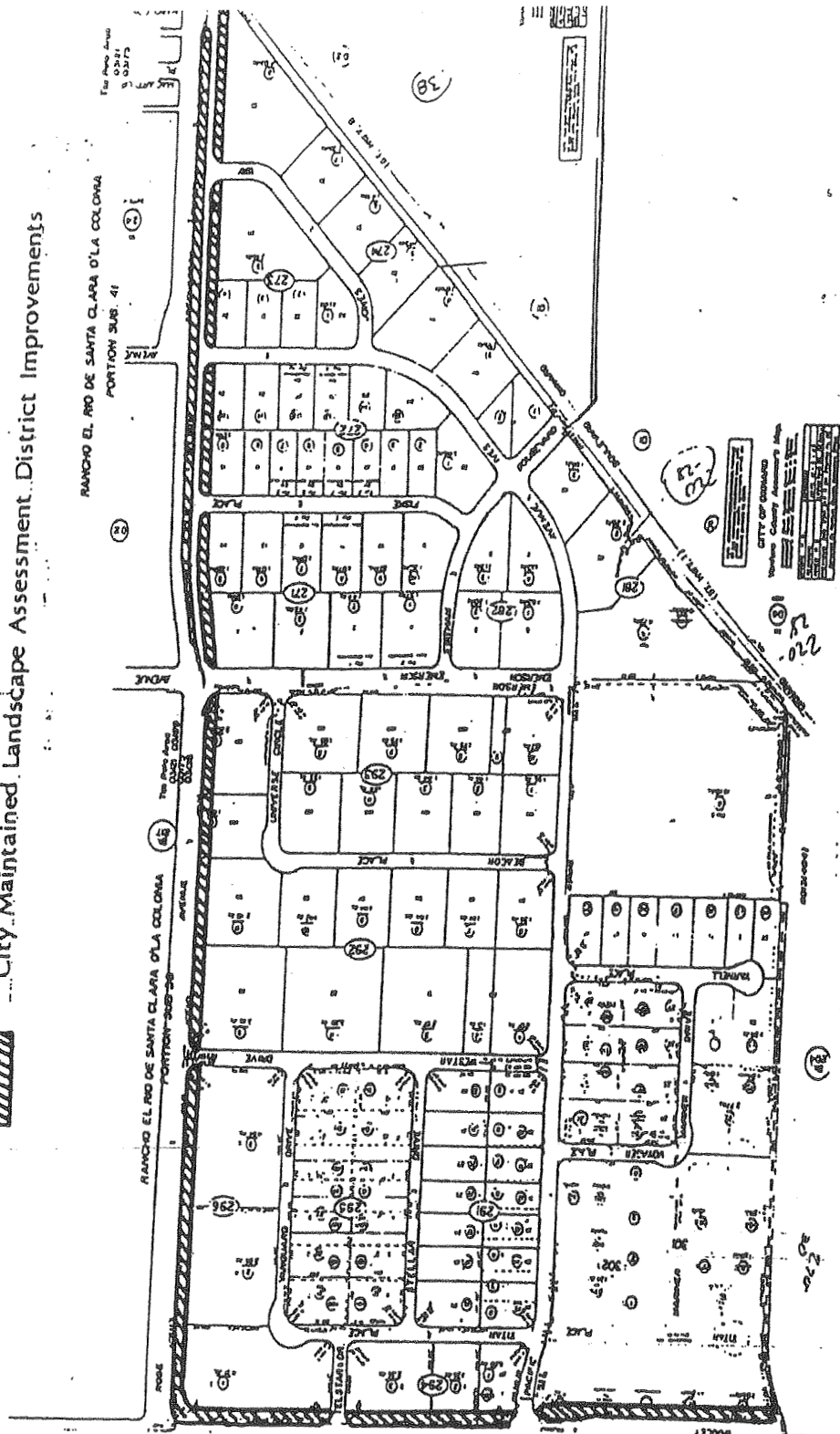
SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2013-2014 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$1,014.36.
- (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 benefit to be received by each lot or parcel from the 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 \$1,014.36 is divided by 113 lots for an assessment of \$8.86 per lot or parcel.

TOLD 02

City Maintained Landscape Assessment District Improvements



CHANNEL ISLANDS BUSINESS CENTER - LMD #2

Attachment 3
Page 4 of 4

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 2 (CHANNEL ISLANDS BUSINESS PARK) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 2 formed within the City on August 6, 1985, by Resolution No. 8868 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2013-2014 fiscal year and the amount of the special benefit received therefrom by each parcel within such District (the "Engineer's Report"); and

WHEREAS, assessments existed in such District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 2 for fiscal year 2013-2014 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract Nos. 4065, 4164, 4225 and 4355 located within the assessment district known as Landscape Maintenance District No. 2, which is located at Wooley Road, west of Rose Avenue in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 2 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the Engineer's Report on file with the City Clerk.
5. Notice is hereby given that on June 18, 2013, at 7:00 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2013-2014 assessment in Landscape Maintenance District No. 2 is not proposed to increase.

PASSED AND ADOPTED THIS ____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 3
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2013-2014**

**DEPARTMENT OF GENERAL SERVICES
May 2013**

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover 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.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND 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.
- (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 IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2013-2014 fiscal year includes:

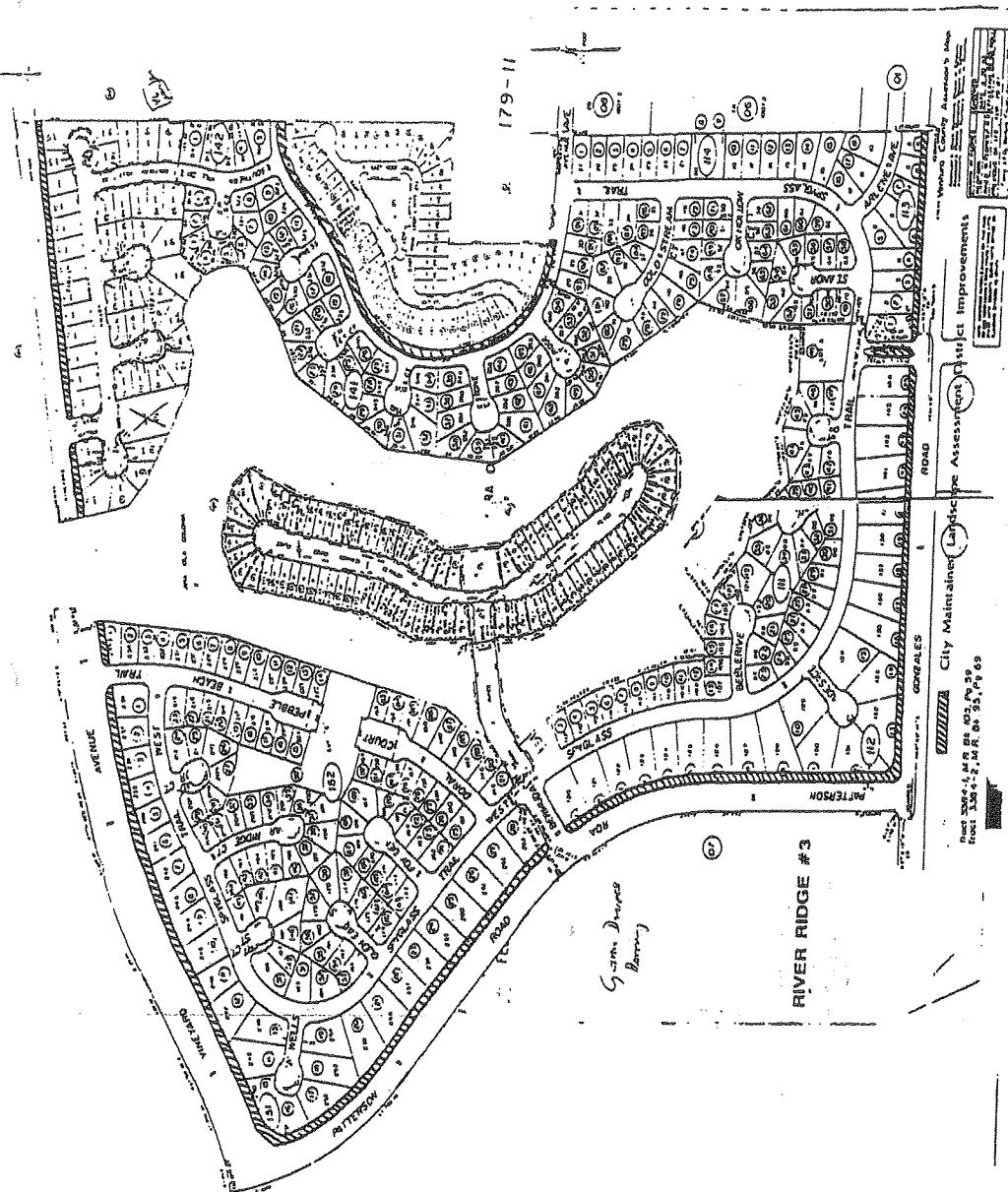
- (a) Total costs for improvements to be made in FY 2013-2014, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$83,872.90.
- (b) Amount of surplus in the improvement 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 FY 2013-2014 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 within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$83,872.90.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2013-2014 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$83,872.90.
- (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 benefit to be received by each lot or parcel from the 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 \$83,872.90 is divided by 515 lots for an assessment of \$162.86 per lot or parcel.



RIVER RIDGE - LANDSCAPE MAINTENANCE DISTRICT #3

Attachment 5
Page 4 of 4

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 3 (RIVER RIDGE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 3 formed within the City on March 18, 1986, by Resolution No. 8983 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2013-2014 fiscal year and the amount of the special benefit received therefrom by each parcel within such District (the Engineer's Report); and

WHEREAS, assessments existed in such District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 3 for fiscal year 2013-2014 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 3384 located within the assessment district known as Landscape Maintenance District No. 3, which is located at Patterson Road, north of Gonzales Road in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 3 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the Engineer's Report on file with the City Clerk.
5. Notice is hereby given that on June 18, 2013, at 7:00 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2013-2014 assessment in Landscape Maintenance District No. 3 is not proposed to increase.

PASSED AND ADOPTED THIS ____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

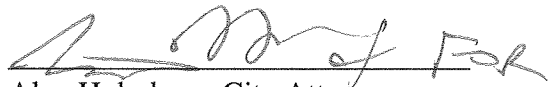
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 7 and 8
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2013-2014**

**DEPARTMENT OF GENERAL SERVICES
May 2013**

Attachment 7
Page 1 of 6

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover 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.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND 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
- (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 IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2013-2014 fiscal year includes:

- (a) Total costs for improvements to be made in FY 2013-2014, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$39,446.00.
- (b) Amount of surplus 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 FY 2013-2014 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 within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$39,446.00.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2013-2014 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$39,446.00
- (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 benefit to be received by each lot or parcel from the improvements by the following formula or method: Dividing such net amount by the total number of acres within the District. Thus, the net amount of \$39,446.00 is divided by 237 acres for an assessment of \$131.52 per acre. Assessments will vary according to the quantity of acres per lot or parcel; as shown on the attached schedule.

NORTHFIELD/SEAGATE ASSESSMENTS

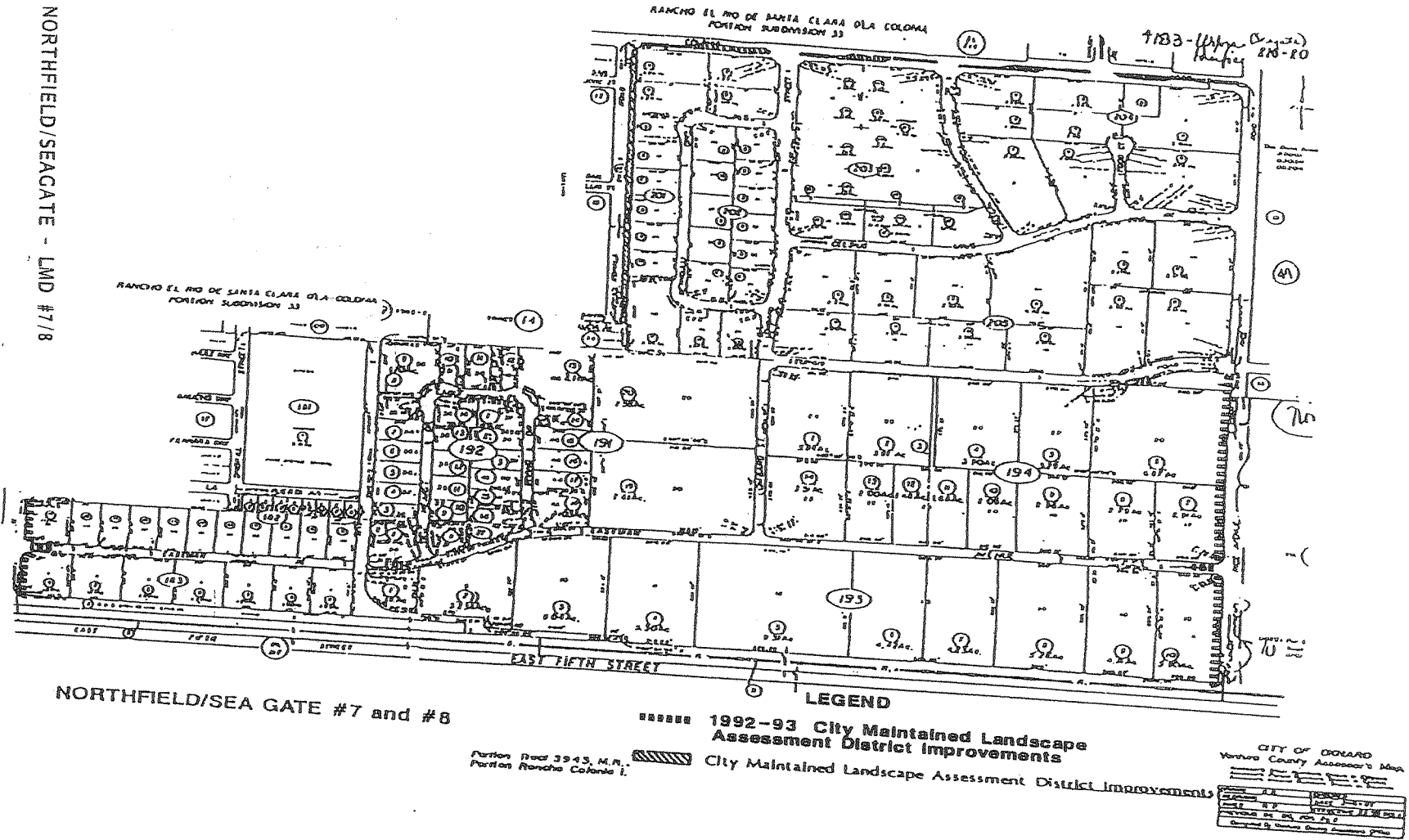
<u>APN NO.</u>	<u>ACRES</u>	<u>AMOUNT</u>	<u>APN NO.</u>	<u>ACRES</u>	
<u>AMOUNT</u>					
216-0-182-095	1.0	\$ 131.52	216-0-191-125	1.0	
\$131.52					
216-0-182-105	1.0	131.52	216-0-191-135	2.0	
263.04					
216-0-182-115	1.0	131.52	216-0-191-145	1.0	
131.52					
216-0-182-125	1.0	131.52	216-0-191-155	1.0	
131.52					
216-0-182-135	1.0	131.52	216-0-191-165	1.0	
131.52					
216-0-182-145	1.0	131.52	216-0-191-175	1.0	
131.52					
216-0-182-155	1.0	131.52	216-0-191-185	1.0	
131.52					
216-0-182-165	1.0	131.52	216-0-191-195	8.0	1,052.16
216-0-182-175	1.0	131.52	216-0-191-205	8.0	1,052.16
216-0-182-185	1.0	131.52	216-0-192-015	1.0	
131.52					
216-0-182-195	1.0	131.52	216-0-192-025	1.0	
131.52					
216-0-183-055	1.0	131.52	216-0-192-035	1.0	
131.52					
216-0-183-065	1.0	131.52	216-0-192-045	1.0	
131.52					
216-0-183-075	1.0	131.52	216-0-192-055	1.0	
131.52					
216-0-183-105	0.5	65.96	216-0-192-065	1.0	
131.52					
216-0-183-115	0.5	65.96	216-0-192-075	1.0	
131.52					
216-0-183-125	1.0	131.52	216-0-192-085	1.0	
131.52					
216-0-183-135	0.5	65.96	216-0-192-105	1.0	
131.52					
216-0-183-145	0.5	65.96	216-0-192-115	1.0	
131.52					
216-0-183-155	0.5	65.96	216-0-192-125	1.0	
131.52					
216-0-183-165	0.5	65.96	216-0-192-135	1.0	
131.52					
216-0-191-035	1.0	131.52	216-0-192-145	1.0	
131.52					
216-0-191-045	1.0	131.52	216-0-193-015	1.0	
131.52					
216-0-191-055	1.0	131.52	216-0-193-025	3.0	
394.56					
216-0-191-065	1.0	131.52	216-0-193-035	5.0	
657.60					
216-0-191-075	1.0	131.52	216-0-193-045	5.0	
657.60					
216-0-191-085	1.0	131.52	216-0-193-055	9.0	1,183.68
216-0-191-095	2.0	263.04	216-0-193-065	4.0	
526.08					
216-0-191-105	1.0	131.52	216-0-193-075	4.0	
526.08					
216-0-191-115	1.0	131.52	216-0-193-085	5.0	
657.60					
216-0-193-105	4.0	526.08	216-0-202-025	1.0	
131.52					
216-0-193-125	1.0	131.52	216-0-202-035	1.0	
131.52					
216-0-193-135	3.0	394.56	216-0-202-045	1.0	
131.52					
216-0-194-025	4.0	526.08	216-0-202-055	1.0	
131.52					

216-0-194-105 131.52	2.0	263.04	216-0-202-065	1.0	
216-0-194-115 131.52	2.0	263.04	216-0-202-075	1.0	
216-0-194-125 131.52	1.0	131.52	216-0-202-085	1.0	
216-0-194-135 131.52	2.0	263.04	216-0-202-095	1.0	
216-0-194-165 131.52	3.0	394.56	216-0-202-105	1.0	
216-0-194-205 131.52	4.0	526.08	216-0-202-115	1.0	
216-0-194-215 131.52	3.0	394.56	216-0-203-175	1.0	
216-0-194-225 131.52	4.0	526.08	216-0-203-185	1.0	
216-0-194-235 263.04	4.0	526.08	216-0-203-195	2.0	
216-0-195-015	7.0	920.64	216-0-203-205	9.0	1,183.68
216-0-195-055 131.52	6.0	789.12	216-0-203-215	1.0	
216-0-201-015 131.52	1.0	131.52	216-0-204-015	1.0	
216-0-201-025 263.04	1.0	131.52	216-0-204-025	2.0	
216-0-201-035 131.52	1.0	131.52	216-0-204-035	1.0	
216-0-201-045 131.52	1.0	131.52	216-0-204-055	1.0	
216-0-201-055 131.52	1.0	131.52	216-0-204-065	1.0	
216-0-201-065 394.56	1.0	131.52	216-0-204-075	3.0	
216-0-201-075 394.56	1.0	131.52	216-0-204-085	3.0	
216-0-201-085 526.08	1.0	131.52	216-0-204-095	4.0	
216-0-201-095 394.56	1.0	131.52	216-0-204-105	3.0	
216-0-201-105 263.04	1.0	131.52	216-0-205-015	2.0	
216-0-201-135 263.04	1.0	131.52	216-0-205-025	2.0	
216-0-201-155 394.56	1.0	131.52	216-0-205-035	3.0	
216-0-201-165 526.08	1.0	131.52	216-0-025-045	4.0	
216-0-201-175 263.04	1.0	131.52	216-0-205-055	2.0	
216-0-202-015 394.56	1.0	131.52	216-0-205-065	3.0	
216-0-205-095	2.0	263.04			
216-0-205-105	2.0	263.04			
216-0-205-115	2.0	263.04			
216-0-205-125	2.0	263.04			
216-0-205-135	3.0	394.56			
216-0-205-145	1.0	131.52			

TOTALS: 230.0 \$ 31,170.24

NORTHFIELD/SEACATE - LMD #7/8

Attachment 7
Page 6 of 6



RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NOS. 7 and 8 (NORTHFIELD/SEAGATE BUSINESS PARK) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District Nos. 7 and 8 formed within the City on March 27, 1987, by Resolution No. 9196 and 9197 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2013-2014 fiscal year and the amount of the special benefit received therefrom by each parcel within such District (the Engineer's Report); and

WHEREAS, assessments existed in such District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District Nos. 7 and 8 for fiscal year 2013-2014 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract Nos. 4183 and 3943 located within the assessment district known as Landscape Maintenance District Nos. 7 and 8, which are located northwest of the intersection of Rose Avenue and Fifth Street in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District Nos. 7 and 8 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the Engineer's Report on file with the City Clerk.
5. Notice is hereby given that on June 18, 2013, at 7:00 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2013-2014 assessment in Landscape Maintenance District Nos. 7 and 8 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 9
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2013-2014**

DEPARTMENT OF GENERAL SERVICES
May 2013

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover 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.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND 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.
- (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 IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2013-2014 fiscal year includes:

- (a) Total costs for improvements to be made in FY 2013-2014, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$12,615.32.
- (b) Amount of surplus 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 FY 2013-2014 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 within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$12,615.32.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2013-2014 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$12,615.32.
- (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 benefit to be received by each lot or parcel from the 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 \$12,615.32 is divided by 226 lots for an assessment of \$55.82 per lot or parcel.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 9 (STRAWBERRY FIELDS) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 9 formed within the City on April 6, 1988, by Resolution No. 9227 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2013-2014 fiscal year and the amount of the special benefit received therefrom by each parcel within such District (the Engineer's Report); and

WHEREAS, assessments existed in such District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 9 for fiscal year 2013-2014 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract Nos. 3051-2, 3051-3, and 4351 located within the assessment district known as Landscape Maintenance District No. 9, which is located northwest of the intersection of Ventura Road and Doris Avenue in the City.

Attachment 10

Page 1 of 2

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 9 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the Engineer's Report on file with the City Clerk.
5. Notice is hereby given that on June 18, 2013, at 7:00 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2013-2014 assessment in Landscape Maintenance District No.9 is not propose to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

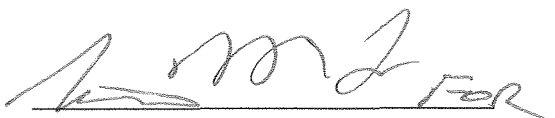
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 10
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2013-2014**

**DEPARTMENT OF GENERAL SERVICES
May 2013**

Attachment 11
Page 1 of 4

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover 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.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND 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.
- (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 IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2013-2014 fiscal year includes:

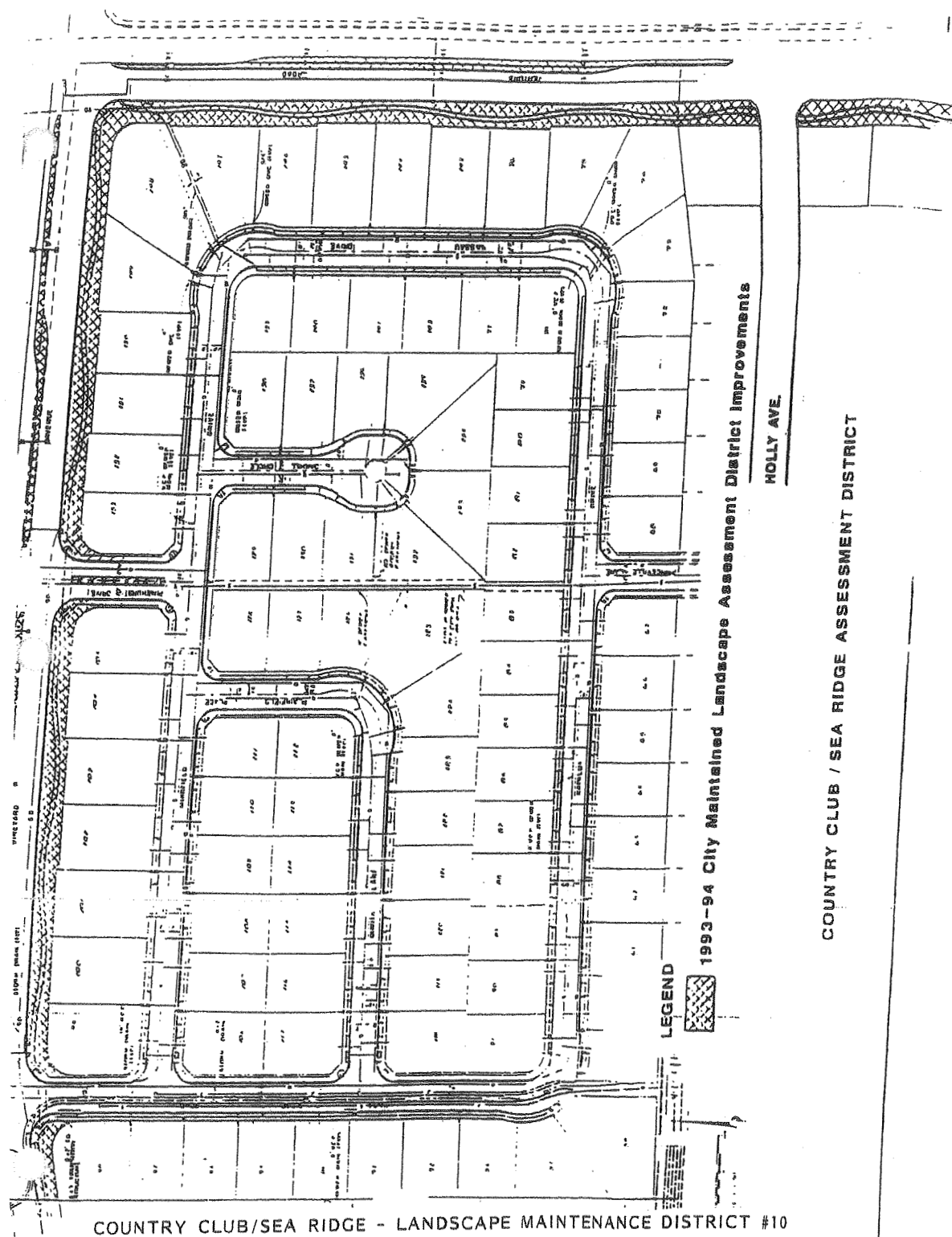
- (a) Total costs for improvements to be made in FY 2013-2014, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$24,181.30.
- (b) Amount of surplus in the improvement 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 FY 2013-2014 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 within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$24,181.30.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2013-2014 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$24,181.30.
- (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 benefit to be received by each lot or parcel from the 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 \$24,181.30 is divided by 153 lots for an assessment of \$157.36 per lot or parcel.



Attachment 11
Page 4 of 4

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 10 (COUNTRY CLUB ESTATES) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 10 formed within the City on December 18, 1988, by Resolution No. 9587 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2013-2014 fiscal year and the amount of the special benefit received therefrom by each parcel within such District (the Engineer's Report); and

WHEREAS, assessments existed in such District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 10 for fiscal year 2013-2014 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 4405 located within the assessment district known as Landscape Maintenance District No. 10, which is located at Ventura Road, south of Vineyard Avenue in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 10 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the Engineer's Report on file with the City Clerk
5. Notice is hereby given that on June 18, 2013, at 7:00 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2013-2014 assessment in Landscape Maintenance District No. 10 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

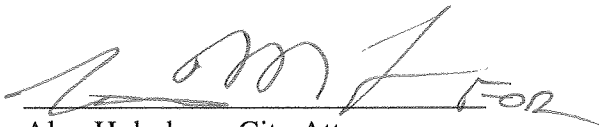
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 11
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2013-2014**

**DEPARTMENT OF GENERAL SERVICES
May 2013**

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover 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.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND 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.
- (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 IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2013-2014 fiscal year includes:

- (a) Total costs for improvements to be made in FY 2013-2014, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$6,990.26.
- (b) Amount of surplus 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 FY 2013-2014 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 within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$6,990.26.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2013-2014 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$6,990.26.
- (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 benefit to be received by each lot or parcel from the 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 \$6,990.26 is divided by 83 lots for an assessment of \$84.22 per lot or parcel.

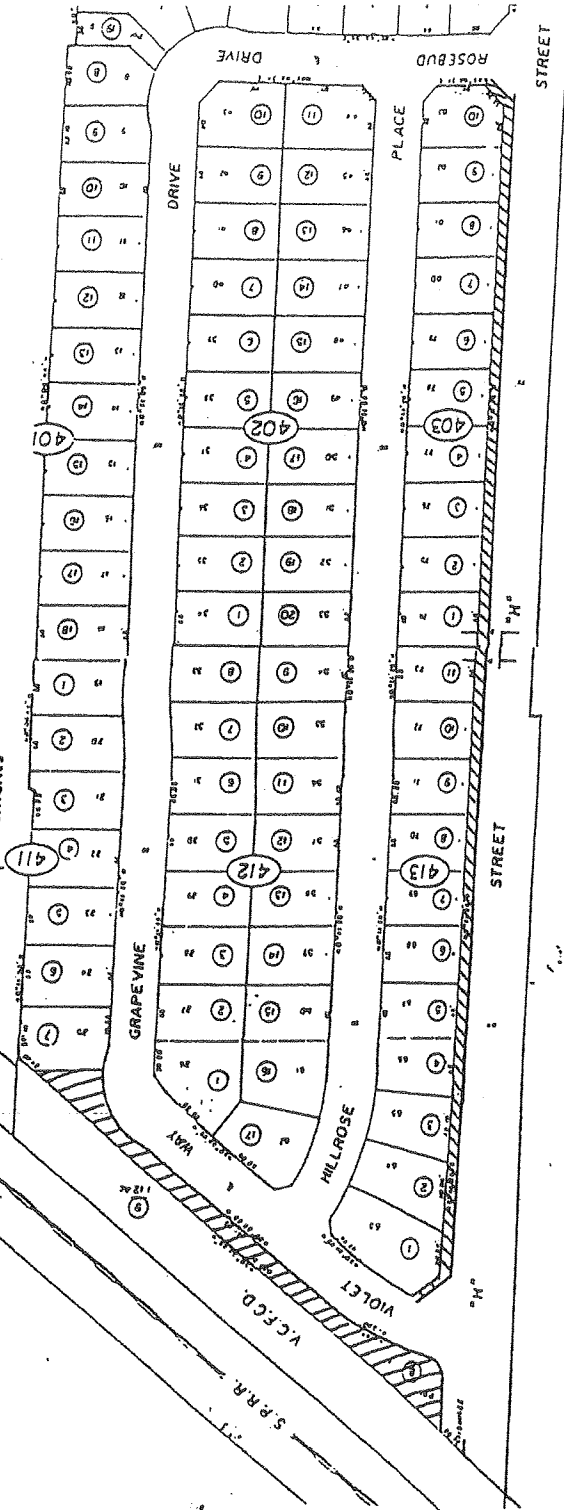
RANCHO EL RIO DE SANTA CLARA O'LA COLONIA
 POR. SUB. 9 & 10

139-41
 MAY 13 1990

Tax Rate Area
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ST. TROPEZ # 11

City Maintained Landscape Assessment District Improvements



Por. Tract 4376, M.R. B.N. 115, Pg. 22.

Por. Tract 4376, M.R. B.N. 115, Pg. 22.

Por. Tract 4376, M.R. B.N. 115, Pg. 22.

ST. TROPEZ - LANDSCAPE MAINTENANCE DISTRICT #11

Attachment 13
 Page 4 of 4

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 11 (ST. TROPEZ) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 11 formed within the City on January 3, 1989, by Resolution No. 9603 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the FY 2013-2014 fiscal year and the amount of the special benefit received therefrom by each parcel within such District (the Engineer's Report); and

WHEREAS, assessments existed in such District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 11 for fiscal year 2013-2014 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 4376 located within the assessment district known as Landscape Maintenance District No. 11, which is located at H Street, north of Vineyard Avenue in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 11 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the Engineer's Report on file with the City Clerk.
5. Notice is hereby given that on June 18, 2013, at 7:00 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2013-2014 assessment in Landscape Maintenance District No. 11 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

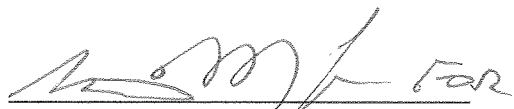
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 12
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2013-2014**

**DEPARTMENT OF GENERAL SERVICES
May 2013**

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover 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.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND 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.
- (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 IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2013-2014 fiscal year includes:

- (a) Total costs for improvements to be made in FY 2013-2014, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$22,394.10.
- (b) Amount of surplus 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 FY 2013-2014 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 within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$22,394.10.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2013-2014 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$22,394.10.
- (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 benefit to be received by each lot or parcel from the 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 \$22,394.10 is divided by 255 lots for an assessment of \$87.82 per lot or parcel.

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[illegible]

03/91
03/92

RANCHO EL RIO DE SANTA CLARA O LA COLONIA

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GONZALES ROAD

Attachment 15
Page 4 of 4

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1992-93 City Maintained Landscape Assessment District Improvements

City Maintained Landscape Assessment District Improvements #12

Traci 4294-2, M.R.Bk.117, Pg.44.
Ro. El Rio de Santa Clara, R.M.Bk.A, Pg. 339.
Traci 4294-1, M.R.Bk.115, Pg.65

CITY OF OXNARD
Ventura County Assessor's

Numbering County Assessor:

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A 660000080	PLOTS OF NUMBERS SHOWN IN C
A 660000081	PLACES NUMBERS SHOWN ON

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Completed by Veterans Center Administration

THE UNIVERSITY OF CHICAGO

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 12 (STANDARD PACIFIC) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 12 formed within the City on March 28, 1989, by Resolution No. 9665 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2013-2014 fiscal year and the amount of the special benefit received therefrom by each parcel within such District (the Engineer's Report); and

WHEREAS, assessments existed in such District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 12 for fiscal year 2013-2014 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 4294 located within the assessment district known as Landscape Maintenance District No. 12, which is located at Patterson Road, south of Gonzales Road in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 12 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the Engineer's Report on file with the City Clerk
5. Notice is hereby given that on June 18, 2013, at 7:00 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2013-2014 assessments in Landscape Maintenance District No. 12 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

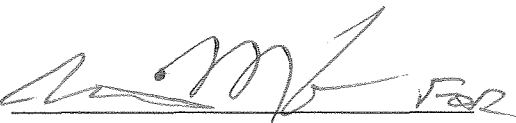
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 13
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2013-2014**

**DEPARTMENT OF GENERAL SERVICES
May 2013**

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover 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.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND 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.
- (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 IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2013-2014 fiscal year includes:

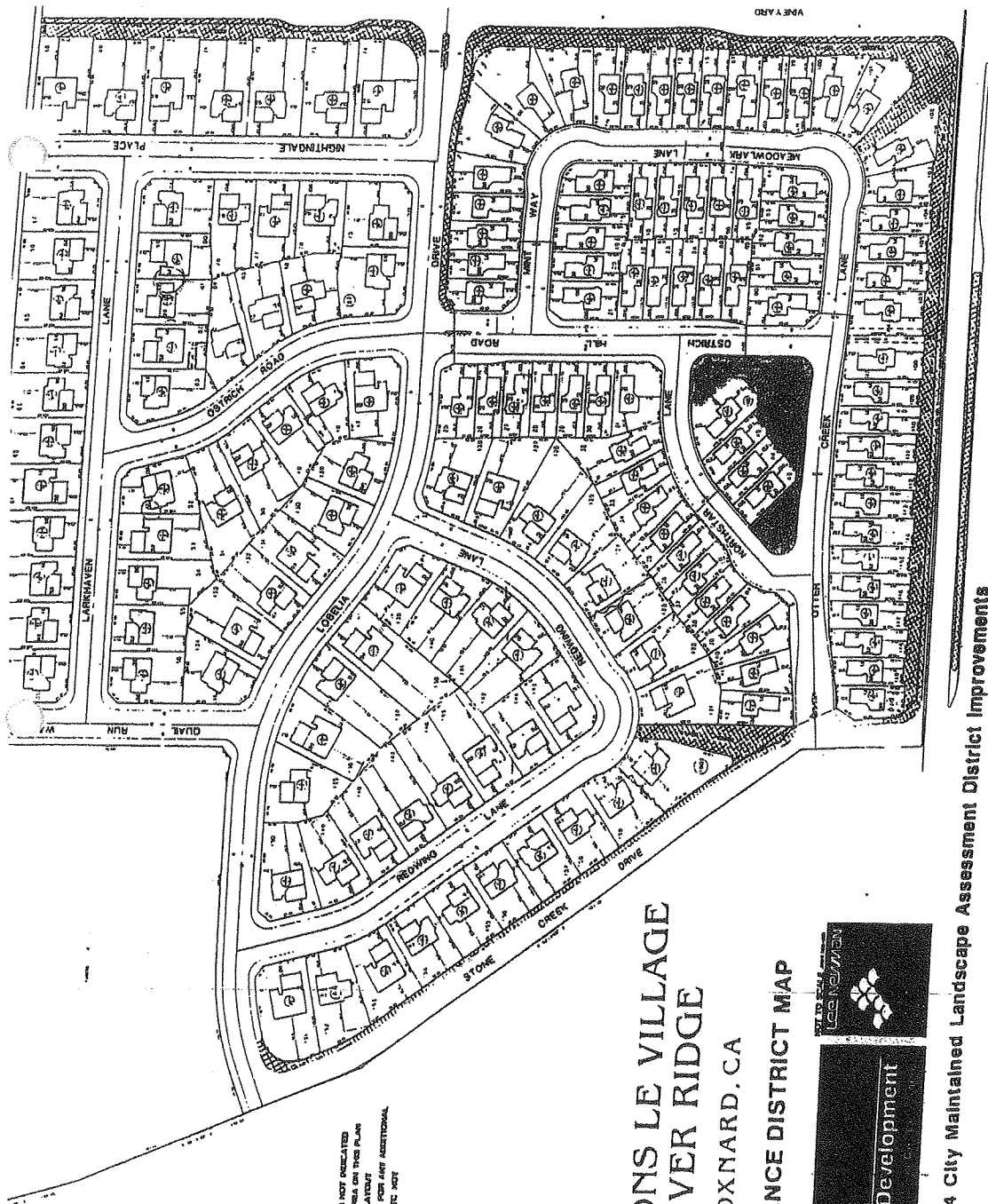
- (a) Total costs for improvements to be made in FY 2013-2014, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$18,044.80.
- (b) Amount of surplus in the improvement 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 FY 2013-2014 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 within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$18,044.80.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2013-2014 fiscal year.

- (a) Net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$18,044.80.
- (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 benefit to be received by each lot or parcel from the 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 \$18,044.80 is divided by 160 lots for an assessment of \$112.78 per lot or parcel.



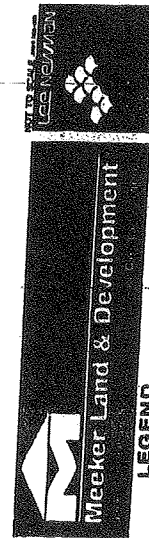
NOTE: LAYOUT OF 5' SIDEWALKS IS NOT RELATED
TO THE MAINTENANCE DISTRICT AREA. ON THIS PLAN
THE LANDSCAPE DISTRICTS FOR LAYOUT
REFER TO LANDSCAPE DISTRICTS FOR ANY ADDITIONAL
WALLS, WALKWAYS, UTILITIES, ETC. NOT
INDICATED ON THIS MAP

LE VILLAGE - LANDSCAPE MAINT. DIST. #13

LES MAISONS LE VILLAGE AT RIVER RIDGE

IN OXNARD, CA

MAINTENANCE DISTRICT MAP



LEGEND

1993-94 City Maintained Landscape Assessment District Improvements

Attachment 17
page 4 of 4

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 13 (LE VILLAGE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 13 formed within the City on March 20, 1990, by Resolution No. 9894 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2013-2014 fiscal year and the amount of the special benefit received therefrom by each parcel within such District (the Engineer's Report); and

WHEREAS, assessments existed in such District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 13 for fiscal year 2013-2014 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 4424 located within the assessment district known as Landscape Maintenance District No. 13, which is located at Vineyard Avenue and Ventura Road in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 13 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the Engineer's Report on file with the City Clerk.
5. Notice is hereby given that on June 18, 2013, at 7:00 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2013-2014 assessments in Landscape Maintenance District No. 13 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 14
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2013-2014**

DEPARTMENT OF GENERAL SERVICES
May 2013

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover 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.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND 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.
- (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 IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2013-2014 fiscal year includes:

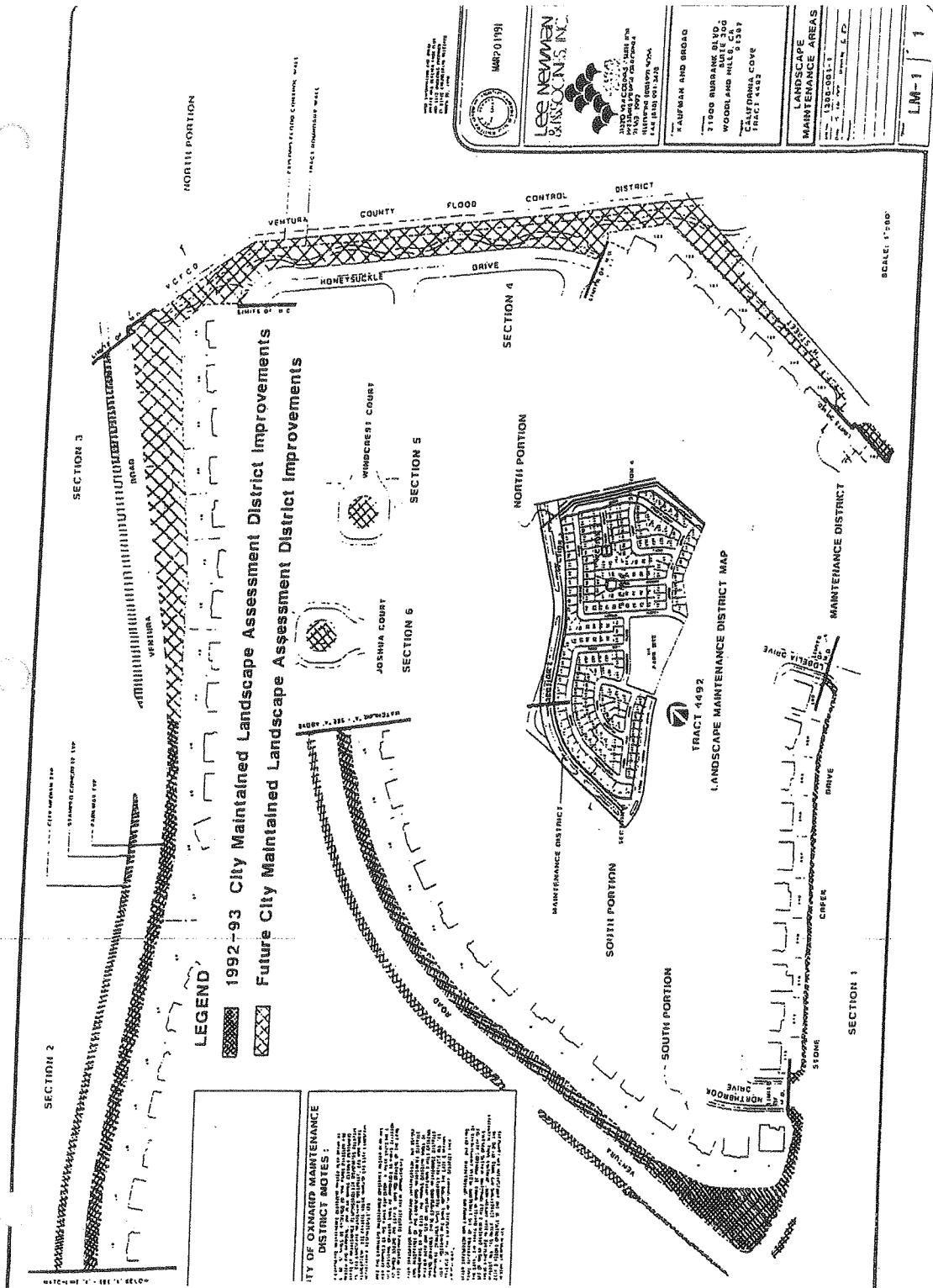
- (a) Total costs for improvements to be made in FY 2013-2014, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$36,692.96.
- (b) Amount of surplus in the improvement 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 FY 2013-2014 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 within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$36,692.96.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2013-2014 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$36,692.96.
- (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 benefit to be received by each lot or parcel from the 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 \$36,692.96 is divided by 212 lots for an assessment of \$173.08 per lot or parcel.



CALIFORNIA COVE - LANDSCAPE MAINTENANCE DISTRICT #14

Attachment 19

Page 4 of 4

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 14 (CALIFORNIA COVE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 14 formed within the City on June 5, 1990, by Resolution No. 9972 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2013-2014 fiscal year and the amount of the special benefit received therefrom by each parcel within such District (the Engineer's Report); and

WHEREAS, assessments existed in such District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 14 for fiscal year 2013-2014 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 4492 located within the assessment district known as Landscape Maintenance District No. 14, which is located at Vineyard Avenue, north of Vineyard Avenue in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 14 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the Engineer's Report on file with the City Clerk.
5. Notice is hereby given that on June 18, 2013, at 7:00 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2013-2014 assessment in Landscape Maintenance District No. 14 is not proposed to increase.

PASSED AND ADOPTED THIS ____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 15
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2013-2014**

**DEPARTMENT OF GENERAL SERVICES
May 2013**

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover 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.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND 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.
- (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 IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2013-2014 fiscal year includes:

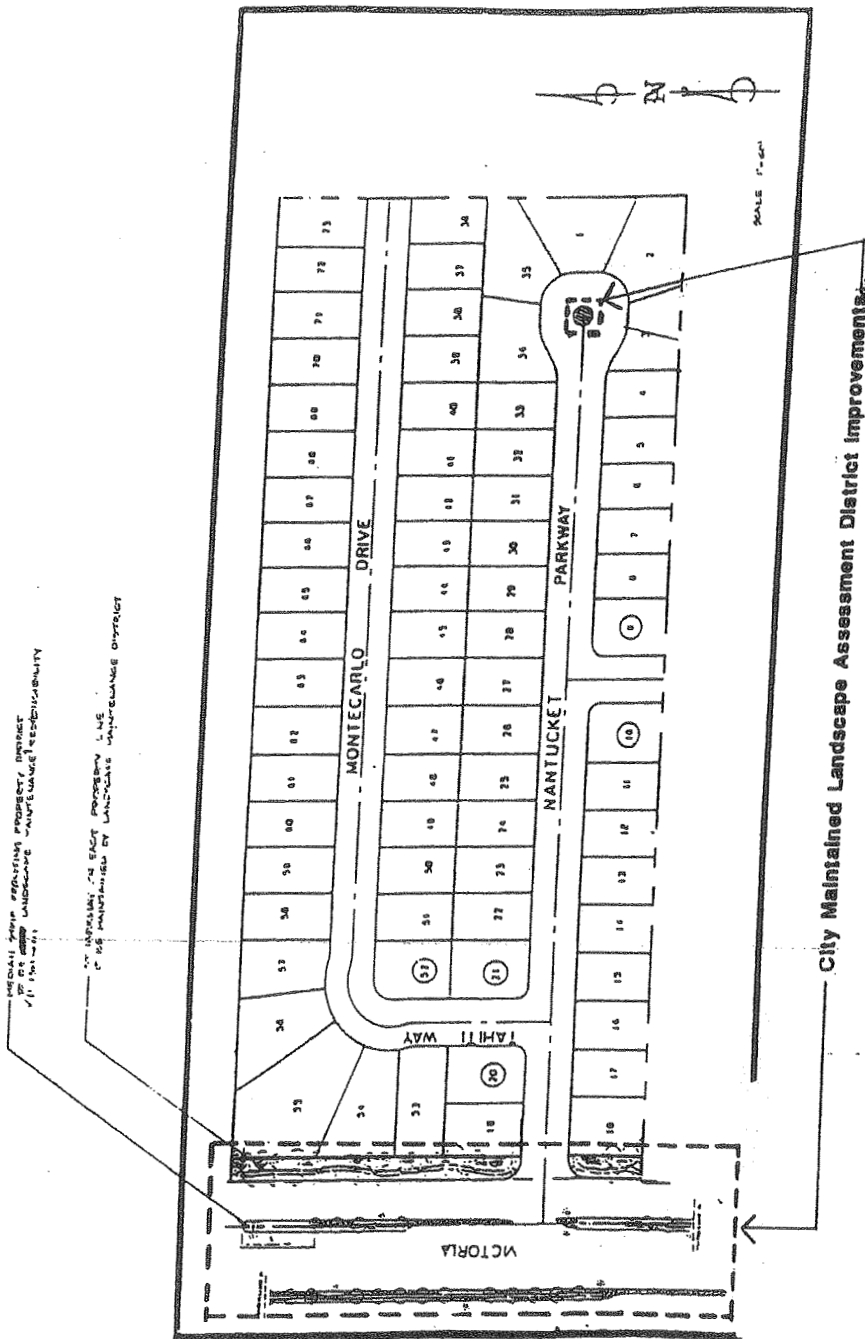
- (a) Total costs for improvements to be made in FY 2013-2014, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$ 9,300.20.
- (b) Amount of surplus in the improvement 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 FY 2013-2014 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 within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$9,300.20.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2013-2014 fiscal year.

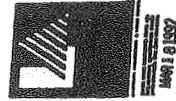
- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$9,300.20.
- (b) A description of each assessable lot or parcel for land within the District is contained in the diagram referred to in Section 2 hereof.
- (c) The net amount stated in subdivision (a) of this Section 4 is apportioned among such lots or parcels in proportion to the estimated special benefit to be received by each lot or parcel from the 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 \$9,300.20 is divided by 73 lots for an assessment of \$127.40 per lot or parcel.



PELICAN POINTE - LANDSCAPE MAINTENANCE DISTRICT #15

Attachment 21
Page 4 of 4

APR 1991



15.000.01
15.000.02
15.000.03

City Maintained Landscape Assessment District Improvements

PELICAN POINTE
CITY OF PELICAN POINTE, CALIFORNIA
TR. NO. 4443

APPLICANT/DEVELOPER
SANDRICK AND SONS, INC.
10000 S. RIVER ROAD, SUITE 200
WESLAND HILLS, CALIFORNIA
92090-1000

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 15 (PELICAN POINTE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 15 formed within the City on June 21, 1994, by Resolution No. 10,752 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2013-2014 fiscal year and the amount of the special benefit received therefrom by each parcel within such District (the Engineer's Report); and

WHEREAS, assessments existed in such District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 15 for fiscal year 2013-2014 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 4443 located within the assessment district known as Landscape Maintenance District No. 15, which is located east of Victoria Avenue and south of Fifth Street in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 15 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the Engineer's Report on file with the City Clerk.
5. Notice is hereby given that on June 18, 2013, at 7:00 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2013-2014 assessment in Landscape Maintenance District No. 15 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 16
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2013-2014**

DEPARTMENT OF GENERAL SERVICES
May 2013

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover 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.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND 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.
- (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 IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2013-2014 fiscal year includes:

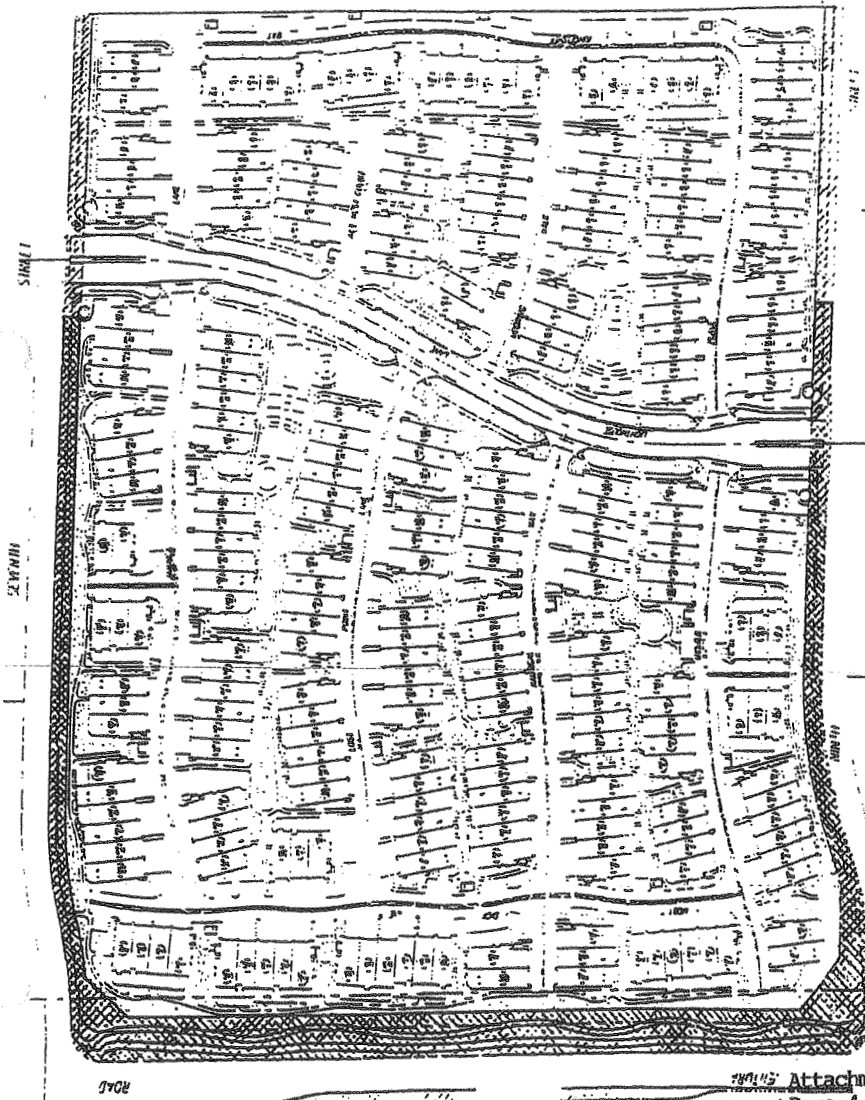
- (a) Total costs for improvements to be made in FY 2013-2014, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$19,551.70.
- (b) Amount of surplus in the improvement 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 FY 2013-2014 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 within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$19,551.70.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2013-2014 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$19,551.70.
- (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 benefit to be received by each lot or parcel from the 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 \$19,551.70 is divided by 265 lots for an assessment of \$73.78 per lot or parcel.



NO SCALE

LEGEND



1992-93 City Maintained Landscape Assessment District Improvements



Future City Maintained Landscape Assessment District Improvements

LANDSCAPE MAINTENANCE DISTRICT MASTER PLAN
CALIFORNIA LIGHTHOUSE
 OXNARD, CALIFORNIA
KAUFMAN, BROAD INC.

CALIFORNIA LIGHTHOUSE - LANDSCAPE MAINTENANCE DISTRICT #16

Attachment 23
 Page 4 of 4

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 16 (CALIFORNIA LIGHTHOUSE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 16 formed within the City on July 9, 1991, by Resolution No. 10,206 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2013-2014 fiscal year and the amount of the special benefit received therefrom by each parcel within such District (the Engineer's Report); and

WHEREAS, assessments existed in such District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 16 for fiscal year 2013-2014 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 4810 located within the assessment district known as Landscape Maintenance District No. 16, which is located east of Ventura Road, between Seventh and Ninth Street in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 16 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the Engineer's Report on file with the City Clerk.
5. Notice is hereby given that on June 18, 2013, at 7:00 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2013-2014 assessment in Landscape Maintenance District No. 16 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 17
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2013-2014**

DEPARTMENT OF GENERAL SERVICES
May 2013

1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover 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.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND 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.
- (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 IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2013-2014 fiscal year includes:

- (a) Total costs for improvements to be made in FY 2013-2014, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$9,121.20.
- (b) Amount of surplus 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 FY 2013-2014 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.

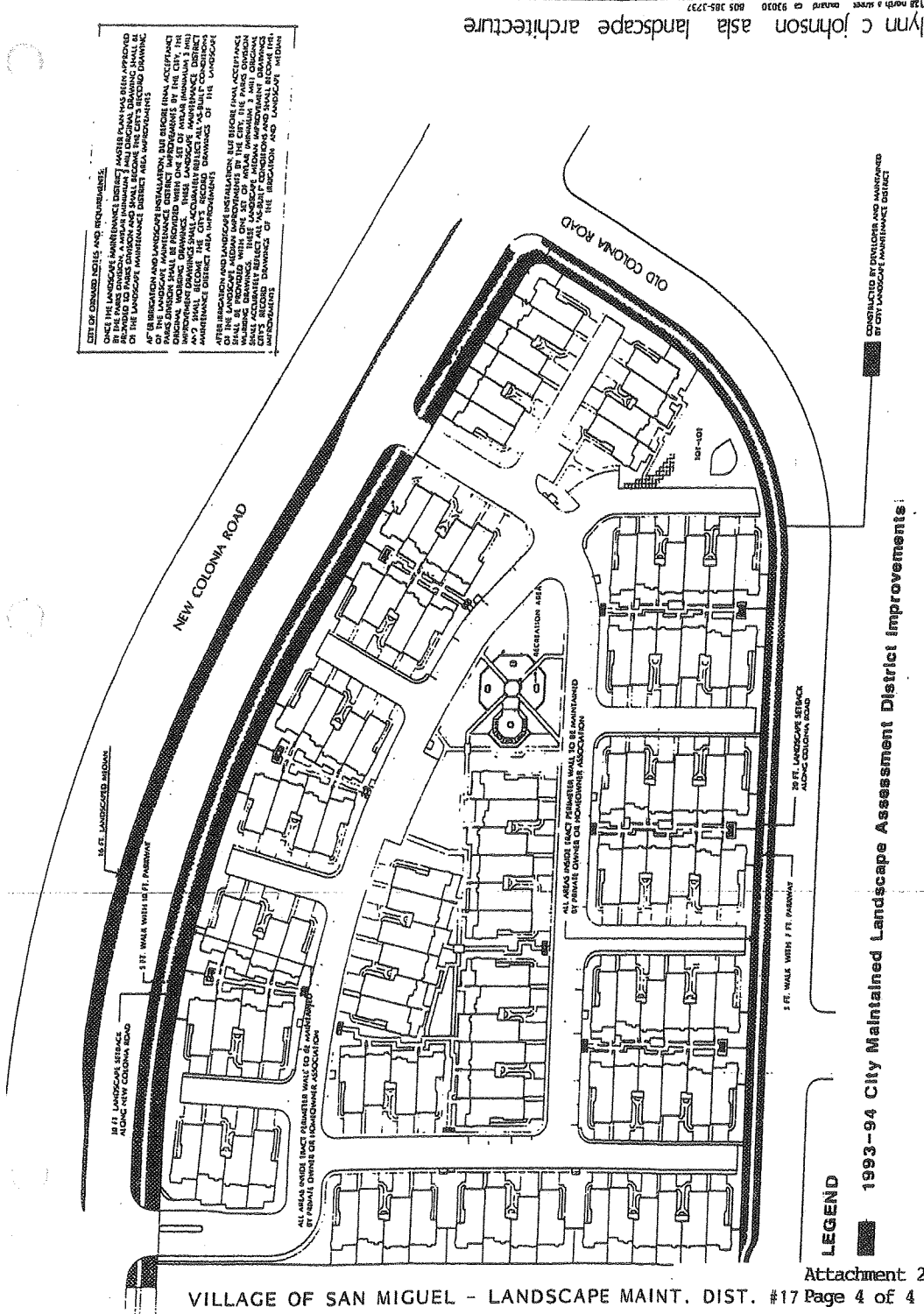
- (e) Net amount to be assessed upon assessable lands within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$9,121.20.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2013-2014 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$9,121.20.
- (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 benefit to be received by each lot or parcel from the 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 \$9,121.20 is divided by 110 lots for an assessment of \$82.92 per lot or parcel.

CITY OF OXNARD NOTES AND REQUIREMENTS:
 1. THE LANDSCAPE MAINTENANCE DISTRICT MASTER PLAN HAS BEEN APPROVED BY THE LAND DIVISION AND THE LANDSCAPE MAINTENANCE DISTRICT SHALL BE MAINTAINED BY THE LAND DIVISION AND SHALL BE MAINTAINED BY THE LAND DIVISION.
 2. THE LANDSCAPE MAINTENANCE DISTRICT SHALL BE MAINTAINED BY THE LAND DIVISION.
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 5. THE LANDSCAPE MAINTENANCE DISTRICT SHALL BE MAINTAINED BY THE LAND DIVISION.
 6. THE LANDSCAPE MAINTENANCE DISTRICT SHALL BE MAINTAINED BY THE LAND DIVISION.
 7. THE LANDSCAPE MAINTENANCE DISTRICT SHALL BE MAINTAINED BY THE LAND DIVISION.
 8. THE LANDSCAPE MAINTENANCE DISTRICT SHALL BE MAINTAINED BY THE LAND DIVISION.
 9. THE LANDSCAPE MAINTENANCE DISTRICT SHALL BE MAINTAINED BY THE LAND DIVISION.
 10. THE LANDSCAPE MAINTENANCE DISTRICT SHALL BE MAINTAINED BY THE LAND DIVISION.



1993-94 City Maintained Landscape Assessment District Improvements:
 CONDUCTED BY DESIGNER AND MAINTAINED BY CITY PRODUCT MAINTENANCE DISTRICT

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 17 (VILLAGE OF SAN MIGUEL) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 17 formed within the City on July 21, 1992, by Resolution No. 10,421 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2013-2014 fiscal year and the amount of the special benefit received therefrom by each parcel within such District (the Engineer's Report); and

WHEREAS, assessments existed in such District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 17 for fiscal year 2013-2014 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 4702 located within the assessment district known as Landscape Maintenance District No. 17, which is located north of Camino del Sol, west of Rose Avenue in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 17 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the Engineer's Report on file with the City Clerk.
5. Notice is hereby given that on June 18, 2013, at 7:00 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2013-2014 assessment in Landscape Maintenance District No. 17 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 18
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2013-2014**

**DEPARTMENT OF GENERAL SERVICES
May 2013**

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover 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.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND 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.
- (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 IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2013-2014 fiscal year includes:

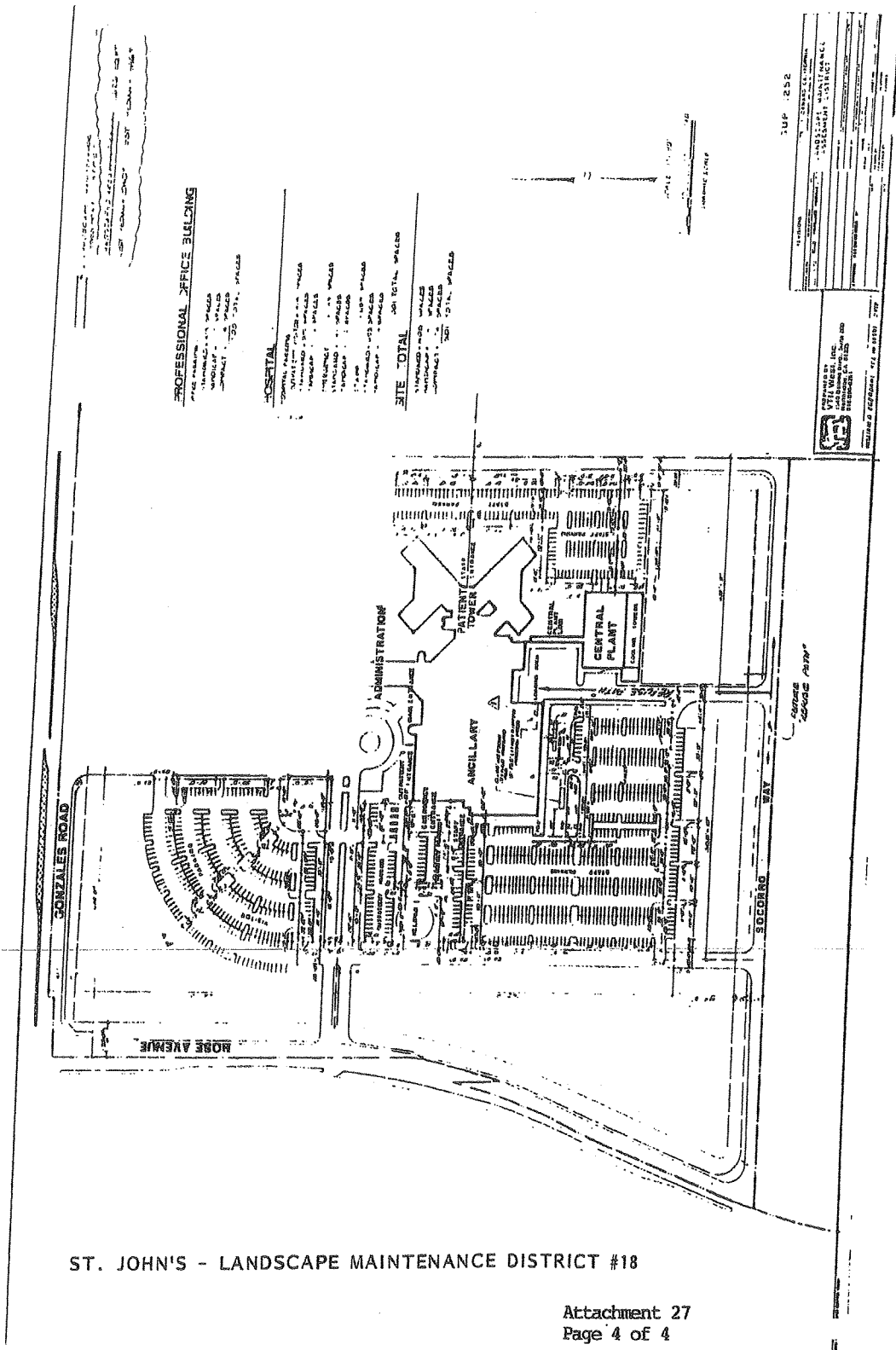
- (a) Total costs for improvements to be made in FY 2013-2014, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$5,860.92.
- (b) Amount of surplus in the improvement 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 FY 2013-2014 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 within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$5,860.92.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2013-2014 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$5,860.92.
- (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 benefit to be received by each lot or parcel from the 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 \$5,860.92 is divided by 6 lots for an assessment of \$976.82 per lot or parcel.



CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 18 (ST. JOHN'S REGIONAL MEDICAL CENTER) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 18 formed within the City on June 21, 1994, by Resolution No. 10,753 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2013-2014 fiscal year and the amount of the special benefit received therefrom by each parcel within such District (the Engineer's Report); and

WHEREAS, assessments existed in such District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 18 for fiscal year 2013-2014 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Parcel Map Nos. 213-0-031-355, 213-0-031-375, 213-0-031-385, 213-0-031-405, 213-0-031-415 and 213-0-031-425 located within the assessment district known as Landscape Maintenance District No. 18, which is located south of Gonzales Road and east of Rose Avenue in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 18 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the Engineer's Report on file with the City Clerk.
5. Notice is hereby given that on June 18, 2013, at 7:00 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2013-2014 assessment in Landscape Maintenance District No. 18 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2013, the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 19
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2013-2014**

DEPARTMENT OF GENERAL SERVICES
May 2013

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover 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.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND 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.
- (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 IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2013-2014 fiscal year includes:

- (a) Total costs for improvements to be made in FY 2013-2014, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$1,000.00.
- (b) Amount of surplus 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 FY 2013-2014 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 within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$1,000.00.

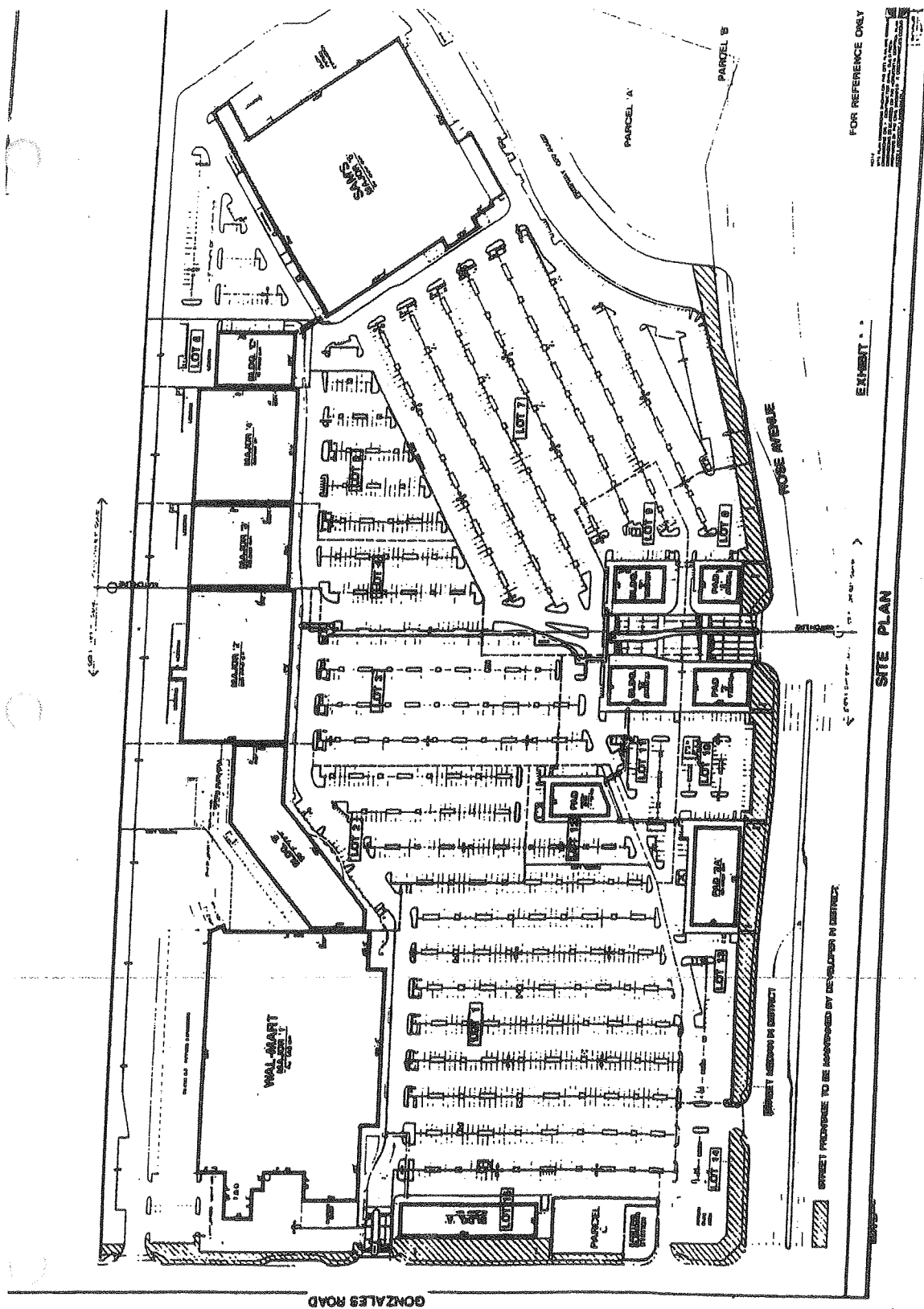
SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2013-2014 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$1,000.00.
- (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 benefit to be received by each lot or parcel from the 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 \$1,000.00 is divided by 21 lots for an assessment per lot or parcel, as shown on the attached schedule.

OXNARD DISTRICT #19
SHOPPING AT THE ROSE

<u>PARCEL NO.</u>	<u>AMOUNT</u>	<u>DISTRICT</u>	<u>ZONE</u>
142-0-211-015	138.00	12	89
142-0-211-055	138.00	12	89
142-0-211-065	138.00	12	89
142-0-211-075	9.00	12	89
142-0-211-085	9.00	12	89
142-0-211-105	138.00	12	89
142-0-211-115	9.00	12	89
142-0-211-125	76.00	12	89
142-0-211-135	9.00	12	89
142-0-211-145	117.00	12	89
142-0-211-155	9.00	12	89
142-0-211-165	9.00	12	89
142-0-211-175	9.00	12	89
142-0-211-185	9.00	12	89
142-0-211-195	9.00	12	89
142-0-211-205	9.00	12	89
142-0-211-215	138.00	12	89
142-0-211-225	9.00	12	89
142-0-211-245	9.00	12	89
142-0-211-265	4.50	12	95
142-0-211-275	4.50	12	95



SHOPPING AT THE ROSE - LANDSCAPE MAINTENANCE DISTRICT #19

Attachment 29
Page-5 of 5

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 19 (SHOPPING AT THE ROSE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 19 formed within the City on June 21, 1994, by Resolution No. 10,754 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2013-2014 fiscal year and the amount of the special benefit received therefrom by each parcel within such District (the Engineer's Report); and

WHEREAS, assessments existed in such District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 19 for fiscal year 2013-2014 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 4827 located within the assessment district known as Landscape Maintenance District No. 19, which is located north of Gonzales Road and west of Rose Avenue in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 19 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the Engineer's Report on file with the City Clerk.
5. Notice is hereby given that on June 18, 2013, at 7:00 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2013-2014 assessment in Landscape Maintenance District No. 19 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____ 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 20
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2013-2014**

**DEPARTMENT OF GENERAL SERVICES
May 2013**

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover 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.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND 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.
- (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 IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2013-2014 fiscal year includes:

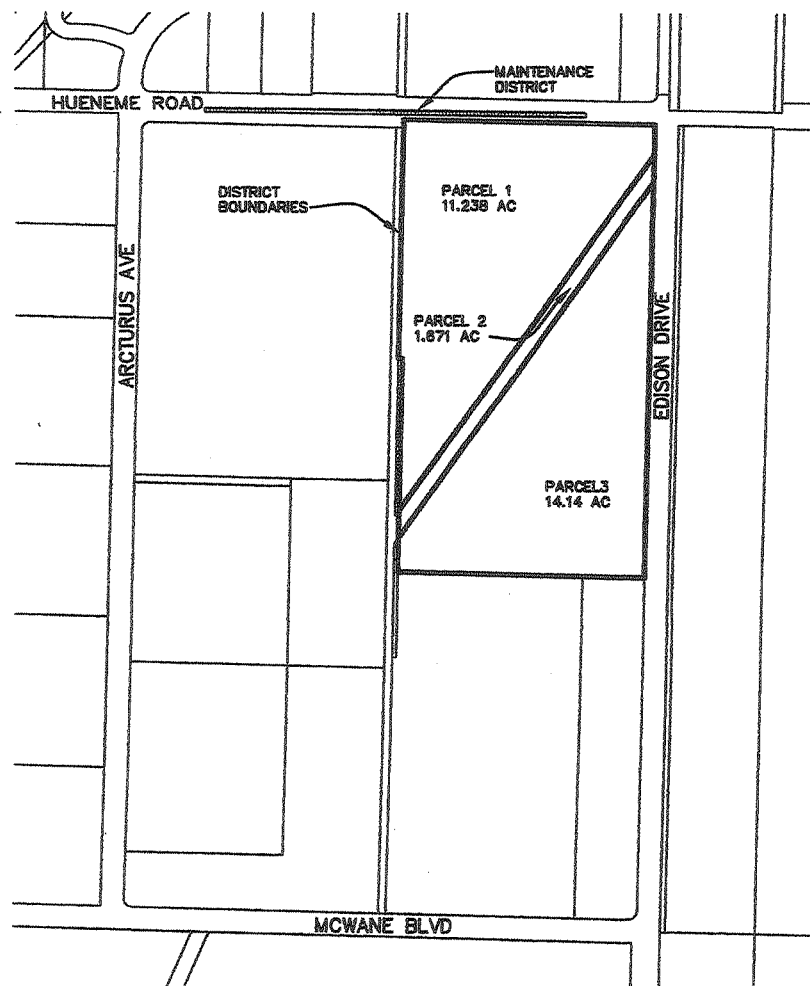
- (a) Total costs for improvements to be made in FY 2013-2014, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$2,415.00.
- (b) Amount of surplus in the improvement 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 FY 2013-2014 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 within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$2,415.00.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2013-2014 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$2,415.00.
- (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 benefit to be received by each lot or parcel from the 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 \$2,415.00 is divided by 3 lots for an assessment of \$805.00 per lot or parcel.



LEGEND



CITY MAINTAINED LANDSCAPE
ASSESSMENT DISTRICT IMPROVEMENTS

ASSESSMENT DIAGRAM FOR WALLENIUS LINES VEHICLE PREPARATION FACILITY (VOLVO HARBOR)

LANDSCAPE MAINTENANCE
ASSESSMENT DISTRICT #20

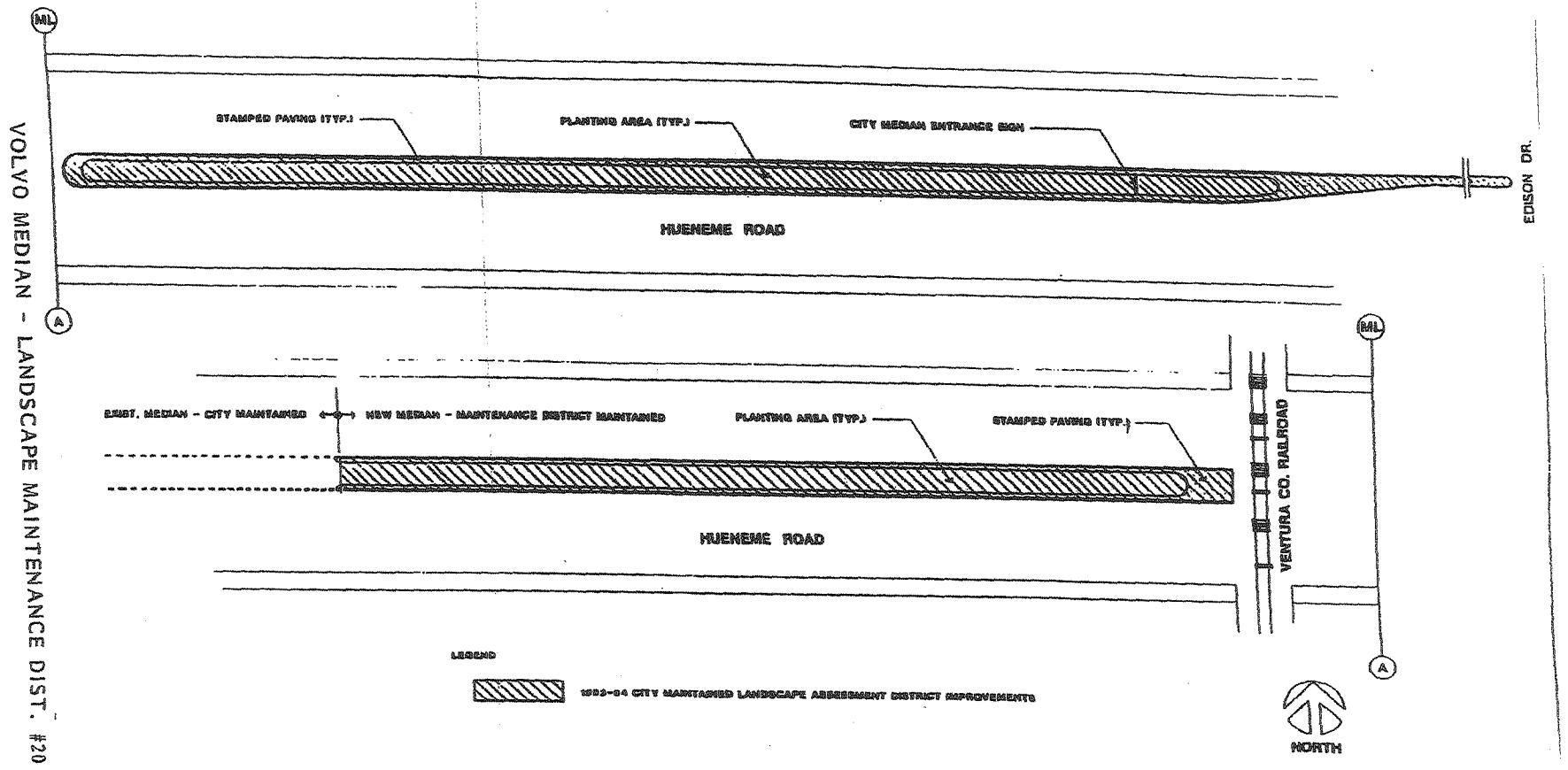
CITY OF OXNARD
COUNTY OF VENTURA
STATE OF CALIFORNIA

JUNE 1994



Penfield & Smith
Engineering • Surveying • Planning
• Construction Management •

W.O. 13086.99 LMAD20.dwg 1"=500'



CITY OF OXNARD
PARKS DIVISION
305 W. THIRD ST. OXNARD, CALIFORNIA 93030

TITLE: WALLINUS LINES VEHICLE PREPARATION FACILITY - 5001 EDISON DR.
PROJECT: LANDSCAPE MAINTENANCE DISTRICT MASTER PLAN

NO.	DATE	DESCRIPTION	BY	CHKD.
1	10/1/94	PREPARED	J. J. J.	
2	10/1/94	CHECKED	J. J. J.	
3	10/1/94	APPROVED	J. J. J.	
4	10/1/94	REVISION	J. J. J.	
5	10/1/94	REVISION	J. J. J.	
6	10/1/94	REVISION	J. J. J.	
7	10/1/94	REVISION	J. J. J.	
8	10/1/94	REVISION	J. J. J.	
9	10/1/94	REVISION	J. J. J.	
10	10/1/94	REVISION	J. J. J.	

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 20 (WALLENUS VEHICLE PREPARATION CENTER) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 20 formed within the City on June 21, 1994, by Resolution No. 10,755 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2013-2014 fiscal year and the amount of the special benefit received therefrom by each parcel within such District (the Engineer's Report); and

WHEREAS, assessments existed in such District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 20 for fiscal year 2013-2014 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Parcel Map Nos. 231-0-020-200, 231-0-020-210 and 231-0-020-240 located within the assessment district known as Landscape Maintenance District No. 20, which is located at Hueneme Road between Edison Drive and the Ventura County Railroad tracks in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 20 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the Engineer's Report on file with the City Clerk.
5. Notice is hereby given that on June 18, 2013, at 7:00 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2013-2014 assessment in Landscape Maintenance District No. 20 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 21
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2013-2014**

**DEPARTMENT OF GENERAL SERVICES
May 2013**

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover 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.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND 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.
- (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 IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2013-2014 fiscal year includes:

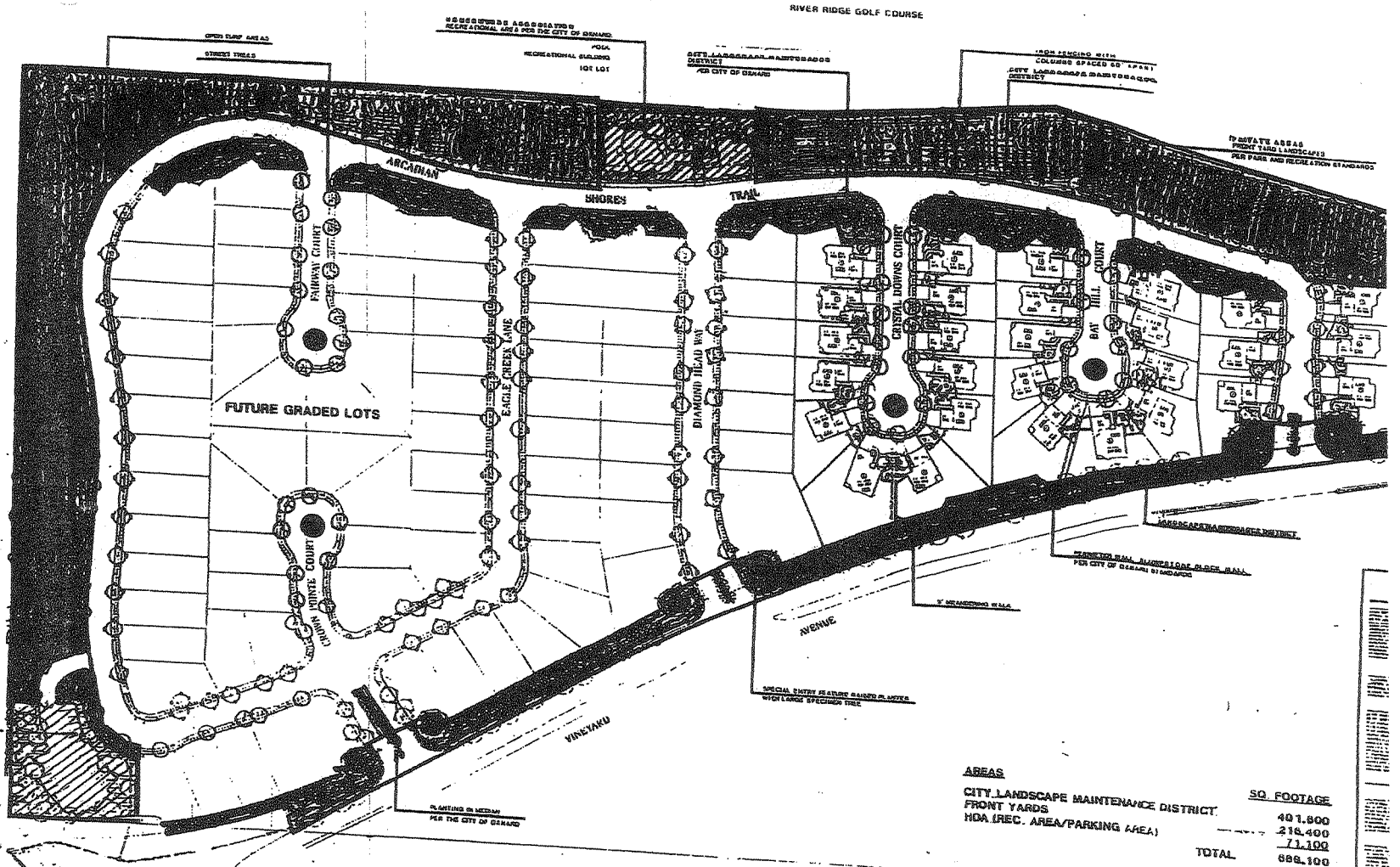
- (a) Total costs for improvements to be made in FY 2013-2014, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$1,000.00.
- (b) Amount of surplus in the improvement 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 FY 2013-2014 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 within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$1,000.00.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2013-2014 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$1,000.00.
- (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 benefit to be received by each lot or parcel from the 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 \$1,000.00 is divided by 107 lots for an assessment of \$9.34 per lot or parcel.



AREAS	SQ. FOOTAGE
CITY LANDSCAPE MAINTENANCE DISTRICT	401,800
FRONT YARDS	218,400
HOA (REC. AREA/PARKING AREA)	71,100
TOTAL	689,100

THE GRUPE COMPANY
LOS ANGELES DIVISION
1039 TERRACE HILL CIRCLE



CYPRESS
at
DIVERD DIT

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 21 (CYPRESS POINTE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 21 formed within the City on June 21, 1994, by Resolution No. 10,756 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2013-2014 fiscal year and the amount of the special benefit received therefrom by each parcel within such District (the Engineer's Report); and

WHEREAS, assessments existed in such District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 21 for fiscal year 2013-2014 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract Nos. 3384-7, 8 located within the assessment district known as Landscape Maintenance District No. 21, which is located north of Vineyard Avenue at the end of Patterson Road in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 21 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the Engineer's Report on file with the City Clerk.
5. Notice is hereby given that on June 18, 2013, at 7:00 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2013-2014 assessment in Landscape Maintenance District No. 21 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 22
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2013-2014**

**DEPARTMENT OF GENERAL SERVICES
May 2013**

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover 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.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND 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.
- (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 IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2013-2014 fiscal year includes:

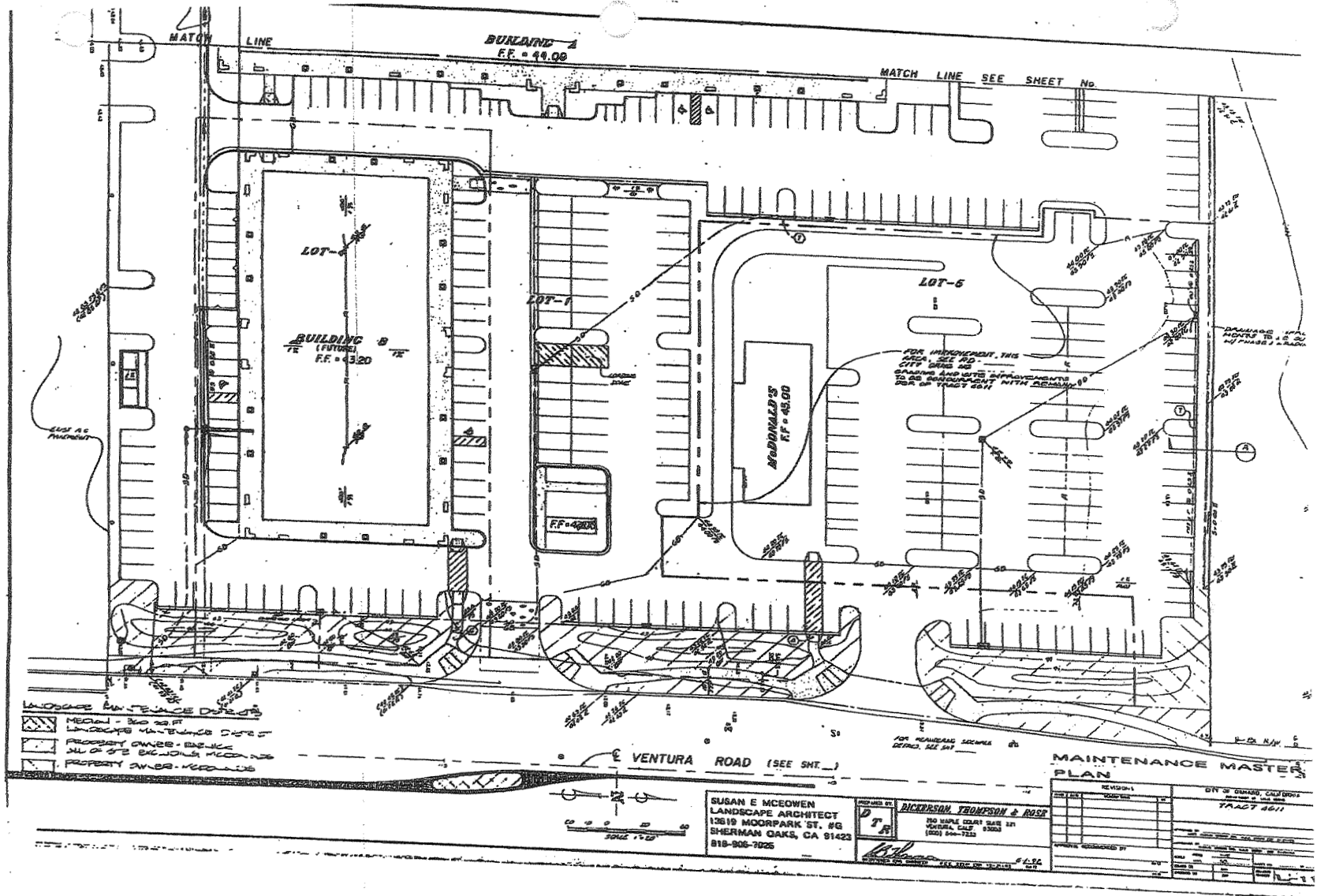
- (a) Total costs for improvements to be made in FY 2013-2014, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$500.00.
- (b) Amount of surplus in the improvement 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 FY 2013-2014 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 within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$500.00.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2013-2014 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$500.00.
- (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 benefit to be received by each lot or parcel from the 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 \$500.00 is divided by 4 lots for an assessment of \$125.00 per lot or parcel.



CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 22 (MCDONALD'S MEDIAN) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 22 formed within the City on June 18, 1996, by Resolution No. 11,070 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2013-2014 fiscal year and the amount of the special benefit received therefrom by each parcel within such District (the Engineer's Report); and

WHEREAS, assessments existed in such District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 22 for fiscal year 2013-2014 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 4611 located within the assessment district known as Landscape Maintenance District No. 22, which is located at Ventura Road, north of Fifth Street in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 22 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the Engineer's Report on file with the City Clerk.
5. Notice is hereby given that on June 18, 2013, at 7:00 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2013-2014 assessment in Landscape Maintenance District No. 22 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 23
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2013-2014**

DEPARTMENT OF GENERAL SERVICES
May 2013

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover 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.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND 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.
- (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 IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2013-2014 fiscal year includes:

- (a) Total costs for improvements to be made in FY 2013-2014, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$5,587.60.
- (b) Amount of surplus 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 FY 2013-2014 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 within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$5,587.60.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2013-2014 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$5,587.60.
- (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 benefit to be received by each lot or parcel from the 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 \$5,587.60 is divided by 61 lots for an assessment of \$91.60 per lot or parcel.

NOT TO SCALE

CITY OF OXNARD
LANDSCAPE MAINTENANCE DISTRICT
MASTER PLAN

AREA CALCULATIONS
PARKWAY

TOTAL PARKWAY PLANTING AREA, 6,235 S.F.
TOTAL PARKWAY SIDEWALK AREA, 6,180 S.F.
TOTAL PARKWAY CURBWAY AREA, 11,601 S.F.

PLANT LEAVES - Interior Street Trees only

CITY OF CHICAGO		OFFICE OF THE COMPTROLLER		FINANCIAL STATEMENTS		FISCAL YEAR 1999	
ACCOUNT NAME	ACCOUNT CODE	AMOUNT	CYCLE	DATE	DESCRIPTION	AMOUNT	CYCLE
GENERAL FUND	100-0000	100.00	01	12/31/99	GENERAL FUND	100.00	01
ADMINISTRATIVE SERVICES	100-0100	100.00	01	12/31/99	ADMINISTRATIVE SERVICES	100.00	01
GENERAL SERVICES	100-0200	100.00	01	12/31/99	GENERAL SERVICES	100.00	01
SALES TAX	100-0300	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-0400	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-0500	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-0600	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-0700	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-0800	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-0900	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-1000	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-1100	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-1200	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-1300	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-1400	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-1500	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-1600	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-1700	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-1800	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-1900	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-2000	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-2100	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-2200	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-2300	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-2400	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-2500	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-2600	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-2700	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-2800	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-2900	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-3000	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-3100	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-3200	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-3300	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-3400	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-3500	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-3600	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-3700	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-3800	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-3900	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-4000	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-4100	100.00	01	12/31/99	SALES TAX	100.00	01
SALES TAX	100-4200	100.00	01	12/31/99	SALES TAX	100.00	01

GREYSTONE - LANDSCAPE MAINTENANCE DISTRICT #23

Attachment 37
Page 4 of 4

**Pacific Coast
Land Design**

(000) 641-2827 SAN 641-2749
STEEB MARSHALL BLVD. SUITE 107, VENTURA, CA 93003

[illegible]

GREYSTONE HOME INC.
8707 FURNETT LANE SUITE 200
LAKE ARROWHEAD, CA. 93546

VINEYARD TRACT# 4520
AVENUE AND "H" STREET

LANDSCAPE MAINTENANCE
DISTRICT MAP
AND

1

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 23 (GREYSTONE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 23 formed within the City on June 18, 1996, by Resolution No. 11,071 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2013-2014 fiscal year and the amount of the special benefit received therefrom by each parcel within such District (the Engineer's Report); and

WHEREAS, assessments existed in such District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 23 for fiscal year 2013-2014 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 4529 located within the assessment district known as Landscape Maintenance District No. 23, which is located at Vineyard Avenue, east of Ventura Road in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 23 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the Engineer's Report on file with the City Clerk.
5. Notice is hereby given that on June 18, 2013, at 7:00 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2013-2014 assessment in Landscape Maintenance District No. 23 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 24
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2013-2014**

DEPARTMENT OF GENERAL SERVICES
May 2013

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover 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.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND 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.
- (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 IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2013-2014 fiscal year includes:

- (a) Total costs for improvements to be made in FY 2013-2014, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$18,300.00.
- (b) Amount of surplus 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 FY 2013-2014 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 within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$18,300.00.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2013-2014 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$18,300.00.
- (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 benefit to be received by each lot or parcel from the 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 \$18,300.00 is divided by 100 lots for an assessment of \$183.00 per lot or parcel.

Attachment 39
Page 1 of 1

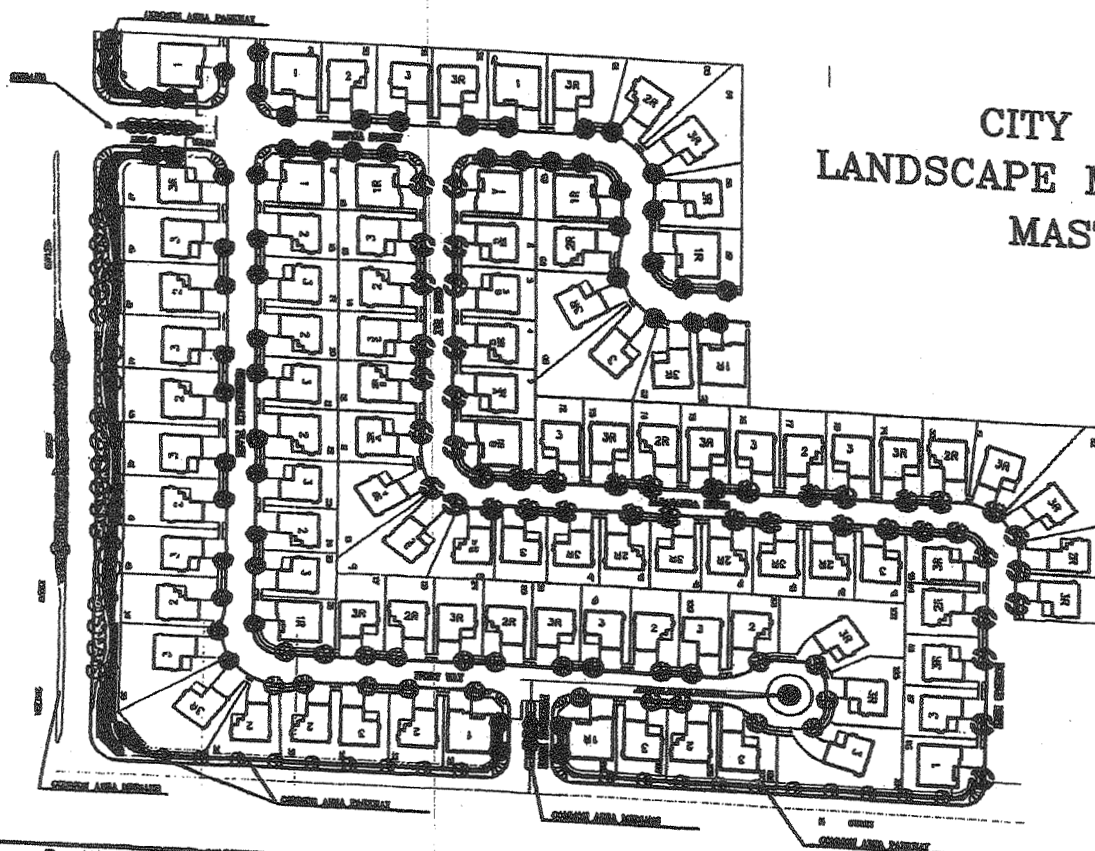
TOTAL PARKWAY PLANTING AREA, 23,311 S.F.
TOTAL PARKWAY SIDEWALK AREA, 18,805 S.F.
TOTAL PARKWAY CURBING AREA, 45,886 S.F.

TOTAL MINERAL PLANTING AREA 4,432.15 A.P.
TOTAL MINERAL BARRIAGE AREA 4,614 A.P.
TOTAL MINERAL AREA 8,662.15 A.P.

PIVOTAL STUDENT YEARS: 110

NOT TO SCALE

CITY OF OXNARD
LANDSCAPE MAINTENANCE DISTRICT
MASTER PLAN



PLANT LEGEND - Interior Street Trees only

[illegible]

Pacific Coast Land Design

(800) 544-2207 FAX 800-6762
2000 HANSON BLVD. SUITE 107, VENTURA, CA 93003

E.W. KIRSTEL & SONS
915 BERTHMAN BLVD. SUITE 1100
CHICAGO, IL 60607

TRACT# 4529
VINEYARD AVENUE AND "H" STREET

LANDSCAPE MAINTENANCE
DISTRICT MAP
AND
STREET TREE PLAN

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 24 (VINEYARDS) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 24 formed within the City on June 18, 1996, by Resolution No. 11,072 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2013-2014 fiscal year and the amount of the special benefit received therefrom by each parcel within such District (the Engineer's Report); and

WHEREAS, assessments existed in such District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 24 for fiscal year 2013-2014 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 4529 located within the assessment district known as Landscape Maintenance District No. 24, which is located at Vineyard Avenue, east of Ventura Road in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 24 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the Engineer's Report on file with the City Clerk.
5. Notice is hereby given that on June 18, 2013, at 7:00 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2013-2014 assessment in Landscape Maintenance District No. 24 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 25
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2013-2014**

**DEPARTMENT OF GENERAL SERVICES
May 2013**

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover 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.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND 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.
- (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 IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2013-2014 fiscal year includes:

- (a) Total costs for improvements to be made in FY 2013-2014, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$23,798.88.
- (b) Amount of surplus 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 FY 2013-2014 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 within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$23,798.88.

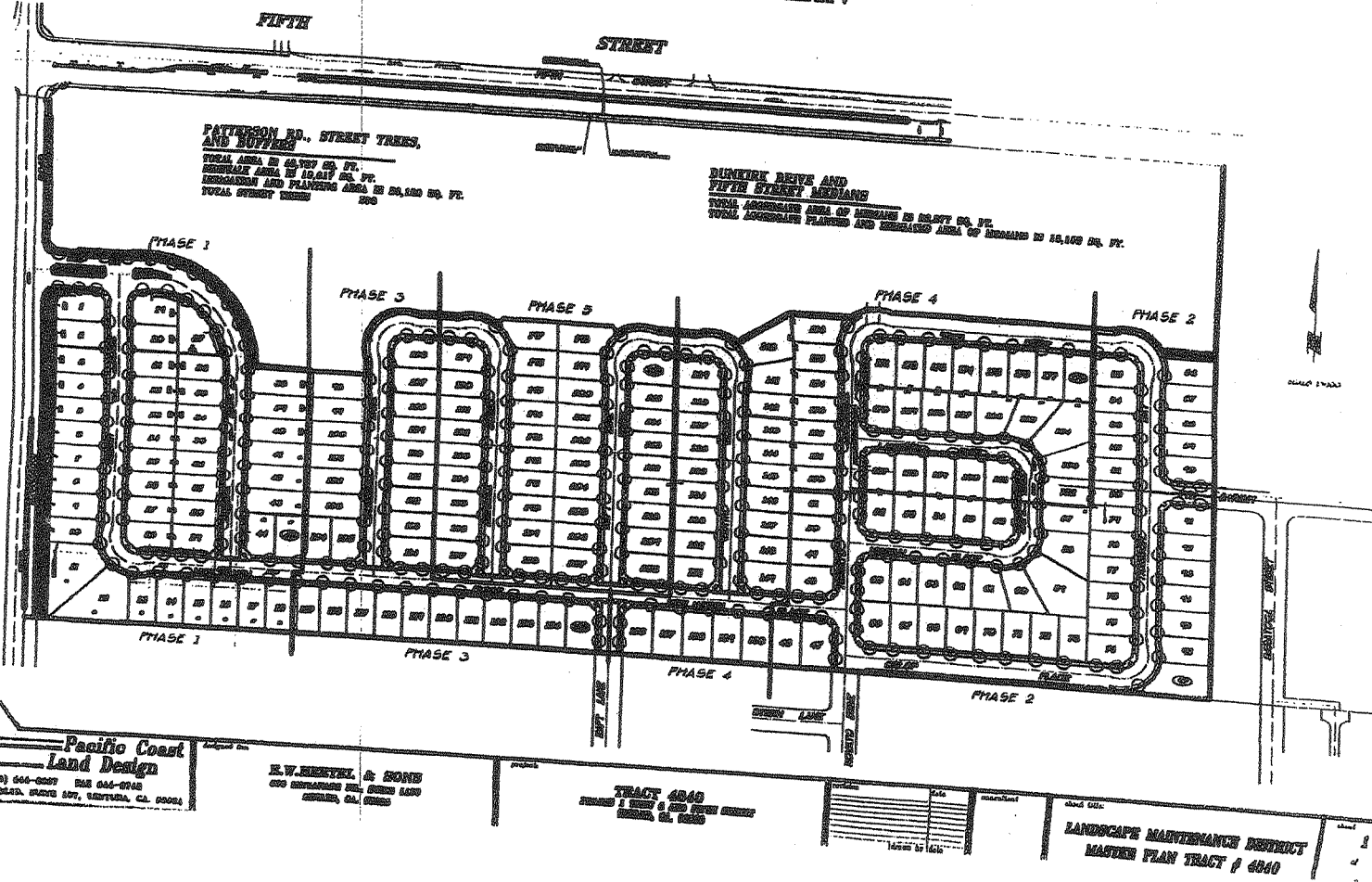
SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2013-2014 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$23,798.88.
- (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 benefit to be received by each lot or parcel from the 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 \$23,798.88 is divided by 216 lots for an assessment of \$110.18 per lot or parcel.

CITY OF OXNARD LANDSCAPE MAINTENANCE DISTRICT MASTER PLAN

THE POINTE - LANDSCAPE MAINTENANCE DISTRICT #25



CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 25 (THE POINTE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 25 formed within the City on June 18, 1996, by Resolution No. 11,073 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2013-2014 fiscal year and the amount of the special benefit received therefrom by each parcel within such District (the Engineer's Report); and

WHEREAS, assessments existed in such District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 25 for fiscal year 2013-2014 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Tract No. 4840 located within the assessment district known as Landscape Maintenance District No. 25, which is located at Patterson Road and Fifth Street in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 25 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the Engineer's Report on file with the City Clerk.
5. Notice is hereby given that on June 18, 2013, at 7:00 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2013-2014 assessment in Landscape Maintenance District No. 25 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY OF OXNARD

**OXNARD LANDSCAPE MAINTENANCE
DISTRICT NO. 26
ENGINEER'S REPORT
ON ASSESSMENTS
FOR
FISCAL YEAR 2013-2014**

**DEPARTMENT OF GENERAL SERVICES
May 2013**

SECTION 1. MAINTENANCE TO BE PROVIDED

Landscaping consists of trees, shrubs, and ground cover 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.
- (b) Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury.
- (c) Removal of trimmings, rubbish, debris and other solid waste.

SECTION 2. PLANS AND 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.
- (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 IMPROVEMENTS

The estimate of the costs of maintaining the landscaping improvements in the District for the 2013-2014 fiscal year includes:

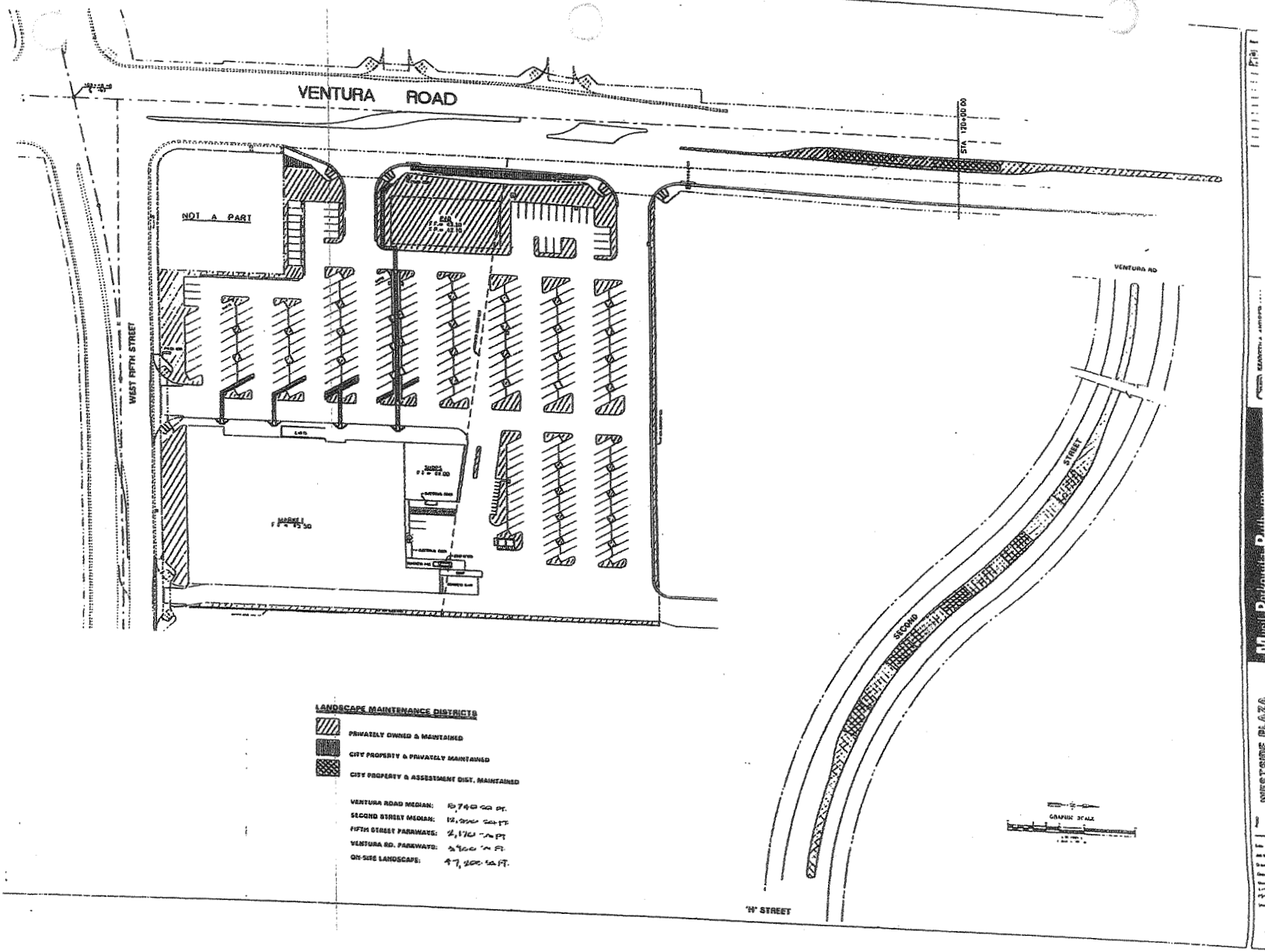
- (a) Total costs for improvements to be made in FY 2013-2014, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses: \$4,000.00.
- (b) Amount of surplus in the improvement 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 FY 2013-2014 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 within the District, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred in subdivision (b), (c), or (d): \$4,000.00.

SECTION 4. ASSESSMENT OF ESTIMATED COSTS OF IMPROVEMENTS

This assessment applies to the 2013-2014 fiscal year.

- (a) The net amount, determined in accordance with Section 3, above, to be assessed upon assessable lands within the District is \$4,000.00.
- (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 benefit to be received by each lot or parcel from the 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 \$4,000.00 is divided by 1 lot for an assessment of \$4,000.00 per lot or parcel.



ALBERTSON'S - LANDSCAPE MAINTENANCE DIST. #26

Attachment 43

Page 4 of 4

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 26 (ALBERTSON'S) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the Oxnard City Council desires that the expenses of maintaining landscaping in Landscape Maintenance District No. 26 formed within the City on January 3, 1989, by Resolution No. 9603 be assessed upon land within such District that will receive special benefit therefrom; and

WHEREAS, the City Engineer has filed with the City Clerk a report concerning the cost of maintaining the landscaping in such District for the 2013-2014 fiscal year and the amount of the special benefit received therefrom by each parcel within such District (the Engineer's Report); and

WHEREAS, assessments existed in such District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, such District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The City Council approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within Landscape Maintenance District No. 26 for fiscal year 2013-2014 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22500 et seq.).
3. The landscaping to be maintained is all public landscaping installed by the developers of Parcel Map No. 202-0-010-685 located within the assessment district known as Landscape Maintenance District No. 26, which is located at Ventura Road, north of Fifth Street in the City.

4. A full and detailed description of the landscaping improvements, the boundaries of Landscape Maintenance District No. 26 and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District is contained in the Engineer's Report on file with the City Clerk.
5. Notice is hereby given that on June 18, 2013, at 7:00 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.
6. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.
7. The FY 2013-2014 assessment in Landscape Maintenance District No. 26 is not proposed to increase.

PASSED AND ADOPTED THIS _____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney



Meeting Date: 05 / 14 / 13

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

Prepared By: Kymberly Horner *K.H.*Agenda Item No. I-4Reviewed By: City Manager *JRB* City Attorney *SMF* Finance *JC* Other (specify) _____**DATE:** May 7, 2013**TO:** Community Development Commission Successor Agency**FROM:** Curtis P. Cannon, Director *Curtis P. Cannon*
Community Development Department**SUBJECT:** Consent to Tenant Holding Over Related to Lease with La Dolce Vita di Mare, Inc.**RECOMMENDATION**

That the Oxnard Community Development Commission Successor Agency ("Successor Agency") approve and authorize the Chairman to execute the Consent to Tenant Holding Over ("Consent") related to the lease with La Dolce Vita di Mare, Inc., to allow for month-to-month rental of property located at 740 South B Street (Agreement No. A-7056).

DISCUSSION

The Community Development Commission approved Agreement No. A-7056 ("Lease") on July 1, 2008 for the rental of property located at 740 South B Street by La Dolce Vita di Mare, Inc. ("Tenant"), for a five-year period. The Lease expired April 1, 2013. Section 23 of the Lease provides that the Tenant may hold over on a month-to-month basis with written consent of the landlord. The attached agreement provides that consent.

Pursuant to Health and Safety Code section 34191.5, within six months after receiving a Finding of Completion from the Department of Finance ("DOF"), the Successor Agency is required to submit for approval to the Oversight Board and Finance a Long-Range Property Management Plan ("LRPMP") that addresses the disposition and use of the real properties of the former redevelopment agency.

The property at 740 South B Street is part of the asset group subject to the Successor Agency's LRPMP, which makes its future uncertain.

FINANCIAL IMPACT

There is no financial impact associated with this item to the City's General Fund.

Attachment #1 - Consent to Tenant Holding Over

Attachment #2 - Agreement No. A-7056

CONSENT TO TENANT HOLDING OVER

This Consent to Tenant Holding Over ("Consent") is made and entered into in the County of Ventura, State of California, this 1st day of April, 2013, by and between the Oxnard Community Development Commission Successor Agency of the City of Oxnard ("Landlord"), and La Dolce Vita di Mare, Inc. ("Tenant"). This Consent is made with reference to the Lease entered into on July 1, 2008, by the Community Development Commission of the City of Oxnard and Tenant.

Landlord and Tenant agree as follows:

1. Section 23 of the Lease provides that Tenant may hold over on a month to month basis with the written consent of the Landlord, subject to all Lease terms.
2. Landlord consents to Tenant holding over on a month to month basis.
3. Tenant shall provide Landlord detailed information on the catering events held at the Leased Premises.
4. This extension is without waiver of any and all rights Landlord may have to collect outstanding balances under the Lease.
5. As so amended, the Lease remains in full force and effect.

OXNARD COMMUNITY DEVELOPMENT
COMMISSION SUCCESSOR AGENCY

LA DOLCE VITA DI MARE, INC.

Tim Flynn, Chairman

Michelle Kenney, President

ATTEST:

LA DOLCE VITA DI MARE, INC.

Daniel Martinez, City Clerk

Greg Kenney, Vice President

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Alan Holmberg, General Counsel

Curtis P. Cannon, Community Development
Commission Successor Agency Director

Commercial Certificate of Insurance



FARMERS

Agency
Name
&
Address

- Desmond Sandlin
- 1297 Flynn Rd. Ste 290
- Camarillo, CA 93012
- 805-389-6822

Issue Date (MM/DD/YY) 04/08/2013

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 shown below.

St. 30 Dist. 30 Agent 34C

Companies Providing Coverage:

Insured
Name
&
Address

- LA DULCE VITA
- LA DULCE VITA DIMARE INC
- 740 S B ST
- OXNARD, CA 93030

Company A Truck Insurance Exchange
Letter
Company B Farmers Insurance Exchange
Letter
Company C Mid-Century Insurance Company
Letter
Company D SCOTTSDALE INSURANCE CO
Letter

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)	Policy Limits	
D	☒ General Liability ☒ Commercial General Liability ☒ - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.	CPS1650381	08/13/2012	08/13/2013	General Aggregate Products-Comp/OPS Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	\$ 2,000,000 \$ 2,000,000 \$ 1,000,000 \$ 1,000,000 \$ 100,000 \$ 5,000
B	Automobile Liability All Owned Commercial Autos Scheduled Autos ☒ Hired Autos ☒ Non-Owned Autos Garage Liability	603662458	08/11/2012	08/11/2013	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage Garage Aggregate	\$ 1,000,000 \$ \$ \$ \$
	Umbrella Liability				Limit	\$
A	☒ Workers' Compensation and Employers' Liability	A09269346	03/15/2013	03/15/2014	Statutory Each Accident Disease - Each Employee Disease - Policy Limit	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000

Description of Operations/Vehicles/Restrictions/Special items:

740 S B ST, OXNARD, CA 93030

Certificate Holder

Name
&
Address

- CITY OF OXNARD
- RISK MANAGER
- 300 WEST THIRD ST, SUITE 302
- OXNARD, CA 93030

Cancellation

Should any of the above described policies be cancelled 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.

DESMOND SANDLIN 805.389.6822

Authorized Representative

Attachment #1

LEASE
(MCGRATH HOUSE)

BY AND BETWEEN

COMMUNITY DEVELOPMENT COMMISSION
OF THE CITY OF OXNARD
("Landlord")

AND

LA DOLCE VITA DI MARE, INC.
("Tenant")

LEASE

This Lease ("Lease") is entered into in Ventura County, California, by and between the COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF OXNARD, ("Landlord") and LA DOLCE VITA DI MARE, INC., a California corporation ("Tenant"). Landlord and Tenant are sometimes hereinafter referred to as a "Party" and collectively as the "Parties".

1. Leased Premises

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord for the term, at the rental, and pursuant to the covenants, provisions and conditions set forth herein, that certain space (the "Leased Premises") situated at 740 South B Street, Oxnard, California 93030. As used herein, Leased Premises also includes certain existing furniture, fixtures, and equipment detailed in Exhibit "B", subject to any rights the Small Business Administration may have to such furniture, fixtures, and equipment (as described in more detail in Section 5. below). The Leased Premises are outlined and depicted as the "First Floor Restaurant" and the "Basement" in Exhibit "A." Exhibits "A" and "B" are attached hereto and incorporated by this reference in full herein. The Leased Premises also include an approximate 125 square foot office on the second floor of the herein below described McGrath house. The Leased Premises together with the "Second Floor Office Building" described in Exhibit "A" are approximately 4,181 gross square foot, two-story building with a basement, which is locally known as the "McGrath House." The McGrath House was converted a few years ago to a family restaurant space (first and second floor) with a bar area (basement). The McGrath House is located within "Heritage Square," a planned commercial redevelopment project in the Downtown area of Oxnard, within the Merged Redevelopment Project. Heritage Square includes an entire city block and is comprised of 14 structures, all of historic relevance relocated to the site from various parts of the Oxnard Plain.

2. Term; Effective Date of Lease.

2.1 Term. The term of this Lease ("Term") shall commence on the Effective Date (defined below) and shall expire five (5) years following the Effective Date (the "Expiration Date"), subject to earlier termination as provided herein. Tenant and Landlord shall jointly have the option to extend the Lease for two (2) additional five (5) year periods as more specifically set out in Section 4, below. "Term" as used herein shall include any and all such extensions of the Term. In addition, Tenant shall have the option to purchase the Leased Premises, together with all improvements thereon and the furniture, fixtures, and equipment detailed in Exhibit "B" as more specifically set out in Section 24, below.

COUNCIL APPROVAL
DATE: 7-1-08 AGENDA # 2-1

2.2 Effective Date of Lease.

(i) The Effective Date of this Lease is April 1, 2008. As of the Effective Date that certain "Lease (McGrath Home) approved by the Commission on January 24, 2006 between Landlord and Tenant is cancelled.

3. Rent.

3.1 Base Rent.

(i) During the first five (5) years of the Term, Tenant agrees to pay Landlord as "Base Rent" for the Leased Premises, the sum of Three Thousand, Two Hundred, Forty-One Dollars (\$3,241.00) per month, a portion of which will be used by the Landlord to pay Heritage Square Property Owners' Association dues as provided in Section 10.2, below.

(ii) The Base Rent shall be due and payable to the Landlord on the first day of each and every calendar month during the Term hereof. Base Rent for the first month of the Term, or portion thereof, shall be paid on or prior to the Effective Date. If the Effective Date is not the first day of a calendar month, then the rental for such partial month(s) shall be prorated based on a 30-day month.

3.2. Annual Adjustment of Base Rent. Commencing with the first anniversary of the Effective Date, the Base Rent shall be readjusted every twelve (12) months throughout the entire Term hereof (each an "Adjustment Date"). As of each new Adjustment Date, the then-current Base Rent shall be increased by the percentage increase of the Consumer Price Index from the last Adjustment Date (or the second anniversary of the Effective Date for the first Adjustment Date) to the then-current Adjustment Date; provided, however, notwithstanding the Consumer Price Index, the then-current Base Rent shall increase on each new Adjustment Date by not less than two percent (2%) but no more than five percent (5%) of the then-current Base Rent. The Base Rent as readjusted pursuant to this Section, shall remain fixed until the next Adjustment Date. "Consumer Price Index" shall mean the Consumer Price Index - All Urban Consumers, Los Angeles-Riverside-Orange County, CA (1982-84=100), published by the Bureau of Labor Statistics, or such reasonably comparable index as may be used to the Landlord.

3.3 Additional Rent.

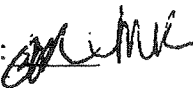
(i) As "Catering Events Additional Rent", Tenant agrees to pay Landlord throughout the Term hereof an amount equal to ten percent (10%) of the gross food and beverage sales for each "Heritage Square Exclusive Catering Event" (as defined in Section 26, below). Catering Events Additional Rent, if any, shall be due and payable to the Landlord on the first day of each and every calendar month during the Term hereof.

(ii) All other amounts due from Tenant to Landlord under this Lease other than Base Rent shall constitute "Additional Rent".

(iii) The Base Rent, Catering Events Additional Rent and Additional Rent are sometimes collectively referred to hereinafter as "Rent". Rent shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America, which shall be legal tender at the time of payment, at the office of Landlord or to such other person or at such other place as Landlord may from time to time designate in writing.

3.4 Late Charges. The Parties agree that if any installment of Base Rent or Catering Events Additional Rent shall be due hereunder throughout the entire Term hereof and unpaid as of the fifth (5th) day of any month, a five percent (5%) late/administrative charge shall be immediately added to the amount owing and shall also be due and payable, the Parties recognizing that they cannot establish with certainty the damage and additional administrative expense Landlord will suffer in the event Tenant fails to pay such amount when due and the Parties agree that such late charge represents the reasonable estimate of the Parties as to the amount of such damage and additional administrative expense.

INITIALS

Tenant: 

Landlord: 

4. Options to Extend Lease.

4.1 Options. Tenant and Landlord shall both jointly have an option (the "Option") to extend the Term of this Lease for two (2) additional five (5) year periods upon the mutual written agreement of the Parties. At least one hundred twenty (120) days prior to the expiration of the Term or any extended Term (as the case may be), either Tenant or Landlord may give the other Party notice in writing of the desire to exercise each new Option. If such notice is given, the Party receiving the notice ("Receiving Party") shall have thirty (30) days to respond in writing to the Party sending the notice ("Sending Party") that the Receiving Party agrees to exercise (in the Receiving Party's sole and absolute discretion) the Option for the following 5-year period. If the Receiving Party does not provide such written agreement within said 30-day period, then this Lease shall automatically terminate without further action by either Party at the end of the then Term.

4.2. Rent.

(i) Base Rent. Effective with the second year of the first five-year period, the Base Rent shall be increased annually by not less than two percent (2%) but no more than five percent (5%) of the Base Rent. The Base Rent shall then be readjusted on each new Adjustment Date as described in Section 3.2, above.

(ii) Additional Rent. Throughout any Option periods, Tenant shall continue to pay to Landlord the "Catering Events Additional Rent," as well as any Additional Rent, as described herein.

4.3 Lease Terms. All terms and conditions of this Lease shall apply to each Option period.

5. Delivery and Condition of Leased Premises: Existing Furniture, Fixtures and Equipment.

(i) Tenant is, as of the Effective Date in possession of the Leased Premises under a prior lease. Tenant hereby accepts the Leased Premises in its existing "AS IS" condition subject to all applicable zoning, local, county and state laws, ordinances and regulations governing the use of the Leased Premises, and any easements, licenses, covenants, conditions or restrictions of record, including, without limitation, the existing Declaration of Covenants, Conditions and Restrictions pertaining to Heritage Square, and accepts this Lease subject thereto and subject to all matters disclosed thereby.

(ii) Existing furniture, fixtures, and equipment detailed in Exhibit "B" shall be made available to Tenant for use throughout the Term hereof, subject to any prior rights of the Small Business Administration and that all kitchen equipment is in working order. By executing this Lease, Tenant hereby certifies that all of the furniture, fixtures, and equipment detailed in Exhibit "B" is acceptable and in working order. Tenant agrees, at Tenant's sole cost and expense, to maintain and repair, as necessary (as determined by the Landlord's Community Development Director or designee), all of the furniture, fixtures, and equipment detailed in Exhibit "B" during the Term hereof. Tenant may purchase such furniture, fixtures and equipment, subject to any rights of the Small Business Administration, as part of the purchase option described in Section 24, below.

(iii) Tenant acknowledges that Landlord has not made and does not make any representation or warranty whatsoever as to the condition of the Leased Premises including, but not limited to, the condition of the McGrath House or the electrical, plumbing, fire sprinkler pressure (if there are any fire sprinklers), lighting, air conditioning and heating therein, the existing furniture, fixtures, and equipment detailed in Exhibit "B" or the present or future suitability of the Leased Premises for the conduct of Tenant's business.

(iv) Landlord shall not be liable for any patent defects in or about the Leased Premises. Tenant hereby waives all other express or implied warranties or representations regarding any patent defects in the Leased Premises.

6. Use of Leased Premises.

6.1 Limitation on Use. Tenant shall use the Leased Premises solely for restaurant dining and related entertainment in accordance with applicable zoning and Oxnard City Code and the Redevelopment Plan for the Merged Redevelopment Project.

6.2 Tenant's Operation of Business. Tenant shall continuously and uninterruptedly during the entire Lease Term:

(i) At a minimum, remain open for business during usual business hours six days a week, except customary federal and state holidays;

(ii) Adequately staff its business with sufficient employees;

(iii) Conduct Tenant's business at all times in a first-class manner consistent with reputable business standards and practices, in good faith and in such a manner that the high reputation of the Landlord and the Leased Premises is maintained; and

(iv) Warehouse, store or stock only such items as Tenant requires to conduct its business.

6.2 Landlord's Operation of Business.

(i) Second floor (other than office space leased by Tenant) is restricted to restaurant dining, catered events and related entertainment and assembly meetings reserved through the Heritage Square Facilities Rental Program in accordance with applicable zoning and Oxnard City Code.

(ii) Access to the Second Floor is limited to the back (exterior) staircase unless permission is given by Tenant for access through the leased space of the First Floor and Basement entrances.

(iii) Parties renting the Second Floor from Landlord are subject to the "Rules and Regulations" described in Exhibit "C" attached herein.

6.3 Anti-discrimination.

(i) Obligation to Refrain from Discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, creed, religion, national origin, ancestry or sexual orientation in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Leased Premises or any portion thereof, and Tenant itself or any person claiming under or through Tenant shall not establish or permit any such practice or practices of discrimination, or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Leased Premises or any portion thereof.

(ii) Form of Nondiscrimination and Nonsegregation Clauses. Tenant shall refrain from restricting the rental or lease of the Leased Premises or any portion thereof, on the basis of sex, marital status, race, color, creed, religion, national origin, ancestry or sexual orientation of any person. All such leases or contracts pertaining to the

foregoing matters shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: 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 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased, nor shall the lessee himself or herself or any person claiming under or through 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, lessees, subtenants, sublessees, or vendees in the premises herein leased.

6.4 Prohibited Uses: Alterations.

(i) Tenant shall not do or permit anything to be done in or about the Leased Premises that in any way increases the existing rate of any fire or other insurance on the McGrath House or any of its contents, or that causes a cancellation of any insurance policy covering the McGrath House, the Leased Premises or any part of them or any of the contents thereof, or which constitutes an activity specifically excluded from the Landlord's insurance policy (if any) or any insurance Tenant is required by Landlord to obtain, which policies are described in Section 7 of this Lease. Tenant shall not commit or cause to be committed any nuisance or waste in or on the Leased Premises or permit anything to be done in or about the Leased Premises that will in any way conflict with the existing Declaration of Covenants, Conditions and Restrictions pertaining to Heritage Square or any federal, state or local law, statute, ordinance or governmental rule or regulation now in force or hereafter in force. Tenant shall not display, store, or sell merchandise or allow carts, portable signs, devices or any other objects to be stored or to remain outside the exterior walls and permanent doorways of the Leased Premises without Landlord's Community Development Director's prior written consent. Tenant shall not, without the prior written consent of Landlord's Community Development Director, sell merchandise from vending machines or allow any coin operated vending or gaming machines on the Leased Premises.

(ii) Tenant shall not make or cause to be made any alterations, repairs, additions or improvements to the Leased Premises, the McGrath House, or any portion thereof without the prior written consent of Landlord's Community Development Director, which consent may be withheld in Landlord's Community Development Director's sole and absolute discretion. Any and all such alterations, repairs, additions or improvements shall be at Tenant's sole cost and expense. Tenant represents and warrants that it is aware of the requirements of California Labor Code Section 1770 *et seq.*, which requires the payment of prevailing wage rates and the performance of other requirements

on public works contracts. Tenant agrees to pay such prevailing rates to each person in connection with any alterations, additions or improvements to any part of the Leased Premises and further agrees to comply with the penalty provisions of Section 1775 of the California Labor Code in the event of its failure to pay prevailing rates. Tenant agrees to defend, indemnify and hold Landlord, the City of Oxnard ("City"), their respective officials, directors, officers, employees, agents and volunteers free and harmless, pursuant to the indemnification provisions of this Lease, from any claim or liability arising out of any failure or alleged failure to comply with these provisions of the California Labor Code.

6.5 Waste

(i) Tenant shall not commit or suffer to be committed any voluntary or permissive waste of the Leased Premises or any part thereof.

(ii) Tenant agrees to keep or cause to be kept the Leased Premises and all portions thereof clean and clear of refuse and obstructions and to promptly dispose of all garbage, trash and rubbish.

7. Insurance.

Tenant shall deliver to the Landlord copies of policies of insurance and endorsements evidencing the existence and amounts of the insurance described herein below with loss payable clauses and additional insured endorsements in favor of Landlord and City of Oxnard and cross-liability endorsements. Each policy shall provide that such policy shall not be cancelable or subject to reduction of coverage or other modification during the Term hereof except after thirty (30) days prior written notice to Landlord. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies, qualified to do business in the State of California and reasonably acceptable to Landlord. All public liability, property damages and other casualty policies shall be written as primary policies, not contributing with, and not in excess of coverage which Landlord may carry. Executed copies of all policies and endorsements evidencing the existence and amounts of such insurance, shall be delivered to Landlord by Tenant no later than the Effective Date, and thereafter, executed copies of renewal policies or and endorsements thereof shall be delivered to Landlord thirty (30) days prior to the expiration of any such policy. In the event Tenant fails to maintain any of the insurance set forth herein below, Landlord may, but shall not be required to, obtain such insurance on behalf of Tenant and, in such event, Tenant shall reimburse Landlord as Additional Rent and immediately on demand, for the cost incurred by Landlord together with interest on such cost at the rate of five percent (5%) from the date the cost is incurred by Landlord to the date same is reimbursed to Landlord by Tenant. Tenant shall, at Tenant's sole expense, obtain and keep in force during the Term hereof, the following coverages:

7.1 Liability Insurance. A liability insurance policy insuring Landlord, City of Oxnard and Tenant against any liability for bodily injury (including death) and

property damage arising out of or in any way related to the use, occupancy, repair, maintenance, construction or reconstruction of the Leased Premises and/or McGrath House directly or indirectly by Tenant, its guests and/or invitees. Such insurance shall be a combined single limit policy in an amount not less than \$1,000,000.00 per occurrence. The limits of said insurance shall not limit the liability of Tenant hereunder.

7.2 Fire and Extended Coverage Insurance. A policy or policies of insurance against loss or damage (by fire and lightening, theft, vandalism, malicious mischief, all risks normally insured against by extended coverage (such as explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance), and if the McGrath House has sprinklers, the added perils of sprinkler leakage, and earthquake coverage if such coverage is available at a reasonable cost from reputable insurers) to the McGrath House, any other improvements made to the Leased Premises by Tenant, the existing furniture, fixtures and equipment detailed in Exhibit "B", and Tenant's stock in any other trade, furniture, personal property, fixtures and equipment on the Leased Premises, with coverage in an amount equal to one hundred percent (100%) of the actual cash value thereof. Tenant may, with Landlord's Community Development Director's prior written consent, elect to have a reasonable deductible in connection with such insurance.

7.3 Worker's Compensation Insurance. Tenant shall, during the Term hereof, keep in full force and effect a policy or policies of worker's compensation insurance, with coverage not less than the minimum required by the State of California.

7.4 Waiver. Landlord and Tenant hereby waive their rights (and, to the extent permitted by law, the subrogation rights of their respective insurers) against each other (as well as the officers, employees, agents, authorized representatives, and invitees of same) with respect to any claims (including, but not limited to, claims for injury to any person(s), and/or damage to the Leased Premises or any other part of the Leased Premises, and/or any fixtures, equipment, personal property, furniture, improvements and/or alterations in or to the Leased Premises or the McGrath House) which are caused by or result from risks insured against under any valid and collectible insurance contract or policy carried by Landlord or Tenant (whichever the case may be) and in force at the time of any such injury and/or damage. However, the above waiver shall apply only to the extent that such claim is covered by such insurance contracts or policies. Tenant shall obtain (for Landlord) from its insurer(s) under each policy required to be obtained pursuant to Sections 7.1 and 7.2 above, a waiver of all rights of subrogation which such insurer(s) of Tenant might have against Landlord.

8. Damage.

8.1 Partial Damage-Insured. In the event the Leased Premises, the McGrath House, or any portion thereof are damaged by any casualty which is covered under insurance carried by Tenant, then Tenant shall be obligated to restore such damage provided sufficient insurance proceeds are available to pay for the cost of restoration and provided such restoration can be completed within one hundred and eighty (180) days

after the commencement of the work in the opinion of a registered architect or engineer appointed by Landlord. In such event, this Lease shall continue in full force and effect, and Tenant shall not be entitled to any abatement or reduction of Rent, except to the extent Tenant's business operation is interrupted during actual time of repairs as reasonably determined by Landlord's Community Development Director. Rent shall not be abated if damage results from actions of Tenant.

8.2 Partial Damage-Uninsured. In the event the Leased Premises, the McGrath House, or any portion thereof are damaged by a risk not covered by Tenant's insurance or the proceeds of available insurance are less than the cost of restoration, or if the restoration cannot be completed within one hundred and eighty (180) days after the commencement of work in the opinion of the registered architect or engineer appointed by Landlord, then Landlord shall have the option either to: (i) require Tenant to repair or restore such damage, this Lease continuing in full force and effect and Tenant shall not be entitled to any abatement or reduction of Rent, except to the extent Tenant's business operation is interrupted during actual time of repairs. Rent shall not be abated if damage results from actions of Tenant, or (ii) give notice to Tenant at any time within sixty (60) days after such damage terminating this Lease as of a date to be specified in such notice, which date shall be not less than thirty (30) nor more than sixty (60) days after giving such notice. In the event of the giving of such notice, this Lease shall expire and all interest of Tenant in the Leased Premises shall terminate on such date so specified in such notice and all Rent shall be paid to the date of such termination; provided, however, that Landlord agrees to refund to the Tenant any Base Rent theretofore paid in advance for any period of time subsequent to such date. If Landlord elects to require Tenant to repair and restore such damage, Landlord shall pay the difference between the actual cost to repair and restore such damage and the available insurance.

8.3 Total Destruction. In the event the Leased Premises are totally destroyed or the Leased Premises cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, this Lease shall be terminated effective the date of the damage.

8.4 No Landlord Obligation. Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any restoration or replacement of any decorations, partitions, floor covering or any other improvements or property. Tenant shall be required to restore or replace same in the event of damage. Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration; nor shall Tenant have the right to terminate this Lease as the result of any statutory provision now or hereafter in effect pertaining to the damage and destruction of the Leased Premises or the McGrath House including Sections 1932(2) and 1933(4) of the Civil Code of the State of California, except as expressly provided herein.

8.5 Repair and Restoration Obligations.

(i) To the extent Tenant is required hereunder to repair and restore damage to the Leased Premises, the McGrath House, or any portion thereof, Tenant agrees to make full repair and restoration of said damage and to restore the improvements to the condition which existed prior to said damage with such alterations or changes thereto as are required by then current building codes or are approved by Landlord, and all available insurance proceeds shall be held in trust by Tenant and disbursed and used only for such repair and restoration.

(ii) Tenant agrees that preliminary steps toward performing repairs, restoration or replacement shall be commenced by Tenant within thirty (30) days after settlement of insurance proceeds, but in any event within one hundred and eighty (180) days after the event causing such damage or destruction and the required repairs, restoration or replacement shall be completed within a reasonable time thereafter.

(iii) Tenant agrees to hold Landlord free and harmless, and indemnify Landlord and City of Oxnard against all claims, liabilities, costs and expenses, for labor and materials in connection with all construction, repairs, restoration, or alterations on the Leased Premises, the McGrath House, or any portion thereof and the cost of defending against such claims, including, without limitation, attorneys' fees.

(iv) Landlord shall have the right to post and maintain on any notices of nonresponsibility provided for under applicable law.

8.6 Insurance Proceeds. As used herein, the term "available insurance proceeds" means the gross insurance proceeds paid by an insurer less any and all reasonable third party costs and expenses incurred by Tenant to recover said proceeds. Tenant agrees to promptly commence and prosecute to completion the settlement of insurance proceeds with respect to any event of damage or destruction of the Leased Premises, the McGrath House, or any portion thereof.

9. Condemnation.

If all or any part of the Leased Premises shall be taken or appropriated for public or quasi-public use by right of eminent domain with or without litigation or transferred by agreement in connection with such public or quasi-public use, either Party hereto shall have the right at its option exercisable within thirty (30) days of receipt of notice of such taking to terminate this Lease as of the date possession is taken by the condemning authority; provided, however, that before Tenant may terminate this Lease by reason of taking or appropriation as provided hereinabove, such taking or appropriation shall be of such an extent and nature as to substantially handicap, impede or impair Tenant's use of the Leased Premises. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award which may be made in such taking or condemnation, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any

award made to Tenant for the taking of personal property and fixtures belonging to Tenant and/or for the interruption of or damage to Tenant's business.

10. Utilities; Property Owners' Association Dues.

10.1 Utilities. Tenant shall pay for all water, gas, heat, and electricity services supplied to the Leased Premises. Tenant shall also pay for Tenant's own telephone service and all other services and/or utilities supplied to the Leased Premises. Notwithstanding the foregoing, Landlord shall not be liable in damages or otherwise for any failure, interruption or unavailability of any utility service being furnished to the Leased Premises and no such failure or interruption shall entitle Tenant to terminate this Lease or receive any abatement of Rent hereunder.

10.2 Property Owners' Association Dues and Special Assessments. Landlord shall pay any and all special assessments levied on the Lease Premises and any and all dues levied on the Leased Premises by the existing Heritage Square Property Owners' Association.

11. Taxes.

11.1 Tenant shall pay at least ten (10) days before due, and before any fine, penalty, interest or cost shall be charged thereon, directly to the appropriate taxing or other governmental authority, all of the following:

(i) Ad valorem taxes and assessments of every kind and nature levied and assessed upon the Leased Premises and the underlying realty including, but not limited to, general assessments, whether foreseen or unforeseen, excluding, however, possessory interest taxes assessed against the leasehold interest created hereby and special assessments, and

(ii) Taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation on the Leased Premises, (collectively, "Taxes") and Tenant shall deliver to Landlord copies of receipted bills for such Taxes within fifteen (15) days after receipt of such bills by Tenant.

11.2 Possessory Interest Tax. Landlord and Tenant agree that this Lease may create a possessory interest which is subject to property taxation by the county assessor / tax collector, in which event Landlord shall pay such possessory interest taxes.

12. Compliance with Laws.

Tenant agrees to comply with the existing Declaration of Covenants, Conditions and Restrictions pertaining to Heritage Square and any other covenants or restrictions of record and all applicable zoning, local, county, state or federal laws, ordinances, rules and regulations governing the use, occupancy, repair, restoration or maintenance of the Leased Premises, the McGrath House, or any portion thereof. Tenant agrees to secure

any federal, state or local licenses or permits required in order to use, occupy, repair, restore or maintain the Leased Premises, the McGrath House, or any portion thereof.

13. Indemnity and Exculpation.

13.1 Indemnity.

(i) Tenant shall indemnify, defend and hold harmless Landlord, the City of Oxnard, and the Heritage Square Property Owners' Association from and against any and all claims, liabilities, losses, costs, expenses, including, without limitation, attorneys' fees and costs, including, without limitation, those resulting from theft, vandalism, personal injury, disability or death, (collectively, "Claims or Liabilities") except to the extent caused by the gross negligence or willful misconduct of Landlord, arising from any of the following:

(a) The condition of the Leased Premises, McGrath House or any portion thereof and surrounding areas which are used by Tenant and Tenant's employees, staff, consultants, agents, contractors, suppliers, invitees, guests, patrons, licensees, successors and assigns (collectively, "Tenant's Representatives"),

(b) Tenant's and Tenant's Representatives' use, occupancy, repair, restoration or maintenance of the Leased Premises, McGrath House, any portion thereof,

(c) Any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or

(d) The conduct of Tenant's business operated on or about the Leased Premises or any act or negligence of Tenant, or any of Tenant's Representatives.

(ii) In case any action or proceeding be brought against the City of Oxnard or the Landlord by reason of any such claim, Tenant, upon notice from any such party, shall defend the same at Tenant's expense by counsel reasonably satisfactory to such party.

(iii) Tenant, as a material part of the consideration given to Landlord, hereby (a) assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises arising from any cause including, but not limited to, any theft, vandalism, damage, injury to person or death resulting from the condition of the Leased Premises, the McGrath House, or any portion thereof during the Term hereof but excluding any claims (except for those claims arising from Landlord's alleged failure to supervise or control Tenant's actions or Tenant's use, occupancy, repair, restoration or maintenance of the Leased Premises) arising from the gross negligence or willful misconduct of Landlord, and (b) waives all claims in respect thereof against Landlord and the City of Oxnard.

13.2 Exemption of Landlord From Liability. The Parties agree that Landlord shall not be liable for any injury or damage which may be sustained by the person, goods, wares, merchandise or property of Tenant or Tenant's Representatives or by any other person in or about the Leased Premises, McGrath House, or any portion thereof caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Leased Premises, the McGrath House or any portion thereof, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, whether said damage or injury results from conditions arising upon the Leased Premises, the McGrath House, any portion thereof, or from other sources.

14. Default and Remedies.

14.1 Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

(i) Any failure by Tenant to pay any Rent at the time said payment is due:

(ii) The abandonment or vacation (defined to be ten (10) or more days of continuous absence from the Leased Premises) of the Leased Premises by Tenant;

(iii) The failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for fifteen (15) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said fifteen (15) day period and Tenant initiates corrective action within said 15-day period, and diligently, continually, and in good faith works to effect a cure as soon as possible, then Tenant shall have additional time which shall not exceed ninety (90) days;

(iv) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

14.2 Termination.

(i) In the event of any such default by Tenant, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such termination. In the event that Landlord shall elect to so terminate this Lease then Landlord may recover from Tenant, to the extent permitted by law:

(a) The worth at the time of award of any unpaid Rent which had been earned at the time of such termination; plus

(b) The worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(c) The worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(d) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom; plus

(e) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

(ii) As used herein, the "worth at the time of award" is computed by allowing interest at the rate of five percent (5%).

14.3 Additional Remedies.

(i) In the event of the vacation or abandonment of the Leased Premises by Tenant (as defined in Section 14.1(ii), above), and if Landlord does not elect to terminate this Lease and Tenant's right to possession of the Leased Premises by electing the remedy provided in Section 14.2 above, then Landlord may, pursuant to Section 1951.4 of the Civil Code of the State of California, recover all Rent as it becomes due.

(ii) Landlord's entry into the Leased Premises for maintenance purposes or in an attempt to relet the Leased Premises shall not be considered to terminate Tenant's right to possession of the Leased Premises and no entry of the Leased Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Landlord may at any time after any default by Tenant elect to terminate this Lease pursuant to Section 14.2 above.

(iii) The rights of Landlord under this Lease shall be cumulative to all other rights or remedies now or hereafter available to Landlord at law or in equity.

15. Maintenance.

15.1 Landlord's Obligations. Landlord shall maintain in good order, condition and repair the exterior and structural components of the McGrath House, except for any maintenance or repair necessitated by any act or omission of Tenant or any of Tenant's Representatives for which Tenant shall be responsible.

15.2 Tenant's Obligations. Tenant, at its sole cost and expense, shall provide all janitorial services for the Leased Premises, McGrath House and all portions thereof and shall keep, maintain and, if necessary, repair all portions of the Leased Premises as well as all improvements on the Leased Premises (including, without limitation, the McGrath House) and all facilities appurtenant to the Leased Premises (other than the exterior and structural components of the McGrath House) in good order and repair and in a safe and clean condition, including, without limitation, the interior surface of exterior walls, windows, window frames, doors, door frames, locks, plate or other glass, floor covering, interior ceiling and walls, all electrical equipment, all heating, ventilation, exhaust, and air conditioning equipment, all plumbing, sewage and sprinkler systems, handicap lift, and all other equipment installed in, or located outside of, the Leased Premises but otherwise exclusively serving the Leased Premises. Landlord's Community Development Director or designee shall have the right, but not the obligation, to establish from time to time by providing written notice to Tenant the type and/or frequency of janitorial services which shall be required hereunder. In the event Tenant fails to make repairs and/or maintain (including, without limitation, providing janitorial services) the Leased Premises, McGrath House, or any part thereof in good order, condition and repair, Landlord may give Tenant ten (10) days notice to do such acts as are reasonably required to so repair or maintain the Leased Premises. In the event Tenant fails to promptly commence such work within said ten (10) day period and diligently prosecute same to completion, then Landlord shall have the right, but not the obligation, to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended, together with interest thereon at the rate of five percent (5%) from the date of payment by Landlord until the date of repayment by Tenant shall be paid by Tenant as Additional Rent hereunder. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Leased Premises by Tenant as a result of performing any such work. In the event of emergency repairs, Tenant hereby grants to Landlord the right to enter upon the Leased Premises at any time.

15.3 Maintenance of Glass. Notwithstanding anything which may be or appear to be herein to the contrary, Tenant shall, at its own cost and expense, repair and replace any plate or other glass in any window on the Leased Premises that is broken for any reason. Should Tenant fail to repair or replace any broken glass within two (2) days after same is broken, Landlord may, without notice to Tenant, replace or repair such glass and Tenant shall immediately reimburse Landlord as Additional Rent for the cost thereof together with interest on such cost at the rate of five percent (5%) from the date the cost is incurred by Landlord to the date same is reimbursed to Landlord by Tenant.

15.4 Waiver by Tenant. Landlord shall have no obligation to repair or maintain the Leased Premises, the McGrath House, or any portion thereof or improvements constructed therein except as provided in this Lease. Tenant hereby waives all right to make repairs at the expense of Landlord as provided for in any statute or law in effect at the time of execution of this Lease (including Section 1942 of the Civil Code of the State of California) or any amendment thereof or any other statute or law which may be hereafter enacted during the Term of this Lease.

15.5 Liens. Tenant shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Premises, other than as may be provided in this Lease in Section 17, below. Tenant shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim. Tenant shall reimburse Landlord for any expense incurred by Tenant in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

16. Landlord's Right of Entry.

Tenant shall permit Landlord or Landlord's Representatives to enter the Leased Premises at all reasonable times for the purpose of inspecting the Leased Premises to determine whether Tenant is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect Landlord's interest in the Leased Premises under this Lease or to perform Landlord's duties under this Lease. Landlord also reserves and shall at any and all times have the right to enter the Leased Premises in connection with any utilities to be provided by Landlord to Tenant hereunder, to submit said Leased Premises to inspection by prospective purchasers or tenants or prospective or existing mortgagees, to post notices of non-responsibility and "for lease" signs, and to alter, improve or repair the Leased Premises and any portion of the McGrath House without abatement of Rent. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Leased Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises, excluding Tenant's vaults and safes, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, the existence of which shall be determined by Landlord in its sole discretion, in order to obtain entry to the Leased Premises. Any entry to the Leased Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction of Tenant from the Leased Premises or any portion thereof.

17. Transfers.

17.1 Assignment and Subletting. Tenant shall not voluntarily or by operation of law assign, license, franchise, transfer, mortgage or otherwise encumber all or any part of Tenant's interest in this Lease or in the Leased Premises, the McGrath House, or any

portion thereof, and shall not sublet, franchise, or license all or any part of the Leased Premises or McGrath House, without the prior written consent of Landlord in each instance, which consent may be withheld in Landlord's sole and absolute discretion. Any attempted assignment, license, franchise, transfer, mortgage, encumbrance or subletting without such consent shall be wholly void. Without in any way limiting Landlord's right to refuse to give such consent for any other reason or reasons, Landlord reserves the right to refuse to give such consent if in Landlord's discretion and opinion the quality or character of the business operation conducted on the Leased Premises or throughout any other portion of the McGrath House is or may be in any way adversely affected during the Term of this Lease by such proposed assignment, license, franchise, transfer, mortgage, encumbrance or subletting, or if the financial worth, capability and/or liquidity of the proposed new tenant is less than that of Tenant at the time of the execution of this Lease or if the proposed new tenant has less experience in operating a business of the specific type as Tenant's than does Tenant.

17.2 Bankruptcy. In the event that Tenant files any type of petition in bankruptcy or has same filed against it and Landlord does not elect to terminate this Lease, and in the event that the trustee or receiver appointed by the bankruptcy court attempts to assume this Lease and thereupon or otherwise assign it to a third party, then:

(i) Such assignee shall have a net worth at least equal to that of the Tenant at the time of execution of this Lease,

(ii) The business of the assuming third party shall be consistent with the character and concept of Heritage Square, and

(iii) All other provisions of 11 U.S.C. 365, as well as other applicable Bankruptcy Law provisions for Landlord's protection, shall be satisfied before any assignment of Tenant's rights, or assumption of Tenant's obligations under this Lease. This subparagraph shall not be deemed to waive any of Landlord's rights under Bankruptcy Law or otherwise.

17.3 Management. In the event Tenant fails to exercise such management and control of the business hereunder permitted to be conducted in the Leased Premises, as is ordinarily exercised by an owner of such a business, then Landlord shall have the right to approve the manager, franchisee, independent contractor, employee or other person or entity selected by Tenant to operate and conduct such business on the Leased Premises. The preceding sentence shall not be deemed to restrict Tenant from delegating day to day management of the Tenant's business, or taking vacations, but shall restrict Tenant from surrendering authority for setting general policy and business practices of the business. If Tenant makes such restricted selection or appointment without first securing Landlord's consent thereto, then Landlord, upon thirty (30) days' written notice to Tenant, shall have the right to terminate this Lease. Landlord shall not unreasonably withhold such consent.

17.4 Effect of Assignment. No approved subletting or assignment shall relieve Tenant of its obligation to pay all Rent and to perform all of the other obligations to be

performed by Tenant hereunder. Tenant shall pay Landlord for Landlord's fees and costs for the review of any proposed assignment or sublease as provided herein. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any assignment, subletting or other transfer and such acceptance of Rent shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

18. Rules and Regulations.

Tenant and Tenant's Representatives shall observe faithfully the Rules and Regulations as set forth in Exhibit "C" attached hereto and incorporated by this reference in full herein, and such other and further reasonable Rules and Regulations as Landlord may from time to time adopt. Landlord shall not be liable for violation of any Rules and Regulations or the breach of any provision of any lease by any other tenant or other party in the Landlord's premises.

19. Attorneys' Fees.

In case of any action or proceeding brought by either Party against the other under this Lease, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs incurred.

20. Notices.

Formal notices, demands and communications between the Parties shall be deemed sufficiently given if dispatched by first class mail, registered or certified mail, postage prepaid, return receipt requested, or by electronic facsimile transmission followed by delivery of a "hard" copy, or by personal delivery (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), to the addresses of the Parties set forth below. Such written notices, demands and communications may be sent in the same manner to such other addresses as any Party may from time to time designate by mail. Any notice that is transmitted by electronic facsimile transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission, provided that if such transmission is delivered after 5:00 p.m., notice shall be deemed given on the next business day; any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt; and any notice that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of receipt thereof.

If to Tenant: La Dolce Vita Di Mare, Inc.
 740 So. B Street
 Oxnard, California 93030
 Attn Michelle Kenney, President

If to Landlord: Community Development Commission
of the City of Oxnard
305 W. 3rd Street
Oxnard, California 93030
Attn: Community Development Director

21. Subordination: Attornment.

(i) Upon request of Landlord or any mortgagee or beneficiary of Landlord, Tenant shall, in a writing provided by Landlord or any mortgagee or beneficiary of Landlord, subordinate its rights hereunder to the lien of any mortgage or deed of trust or ground lease ("Mortgage"), now or hereafter in force against the land, Leased Premises, and McGrath House, and to all advances made or hereafter to be made upon the security thereof. Tenant further agrees, upon request of Landlord or any mortgagee or beneficiary of Landlord, to provide to Landlord and/or any such mortgagee or beneficiary, financial statements of Tenant and the principal owners of Tenant within ten (10) days after request therefor.

(ii) In the event any proceedings are brought for the foreclosure of any mortgage or deed of trust encumbering the McGrath House, or any portion thereof, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Leased Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the landlord under this Lease.

(iii) The provisions of this Section 21 to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full Term hereof.

22. Surrender.

By entry hereunder, Tenant accepts the Leased Premises as being in good and sanitary order, condition and repair and agrees on the last day of the said Term, or sooner termination of this Lease, to surrender unto Landlord the Leased Premises and the McGrath House with said appurtenances in the same condition as when received, reasonable use and wear excepted, and to remove all of the Tenant's personal property from the Leased Premises (which shall not include the furniture, fixtures and equipment detailed on Exhibit "B"). Tenant shall, upon the request of Landlord, remove from the Leased Premises those trade fixtures and other improvements identified by Landlord and installed in the Leased Premises by or at the direction of Tenant, and Tenant shall repair any damage occasioned by such removal.

23. Holding Over.

If Tenant, with Landlord's express written consent, remains in possession of the Leased Premises after expiration of this Lease, such possession by Tenant shall be

deemed to be a tenancy from month-to-month at a Base Rent determined in accordance with Sections 3.1 and 3.2 above (with the commencement date of such tenancy constituting an Adjustment Date) and upon all provisions of this Lease applicable to such a month-to-month tenancy. If Tenant remains in possession of the Leased Premises after expiration or earlier termination of this Lease without the express written consent of Landlord, such possession by Tenant shall be deemed a tenancy at sufferance at a rental rate of three hundred percent (300%) of the then Base Rent in effect as of such expiration or earlier termination.

24. Option to Purchase.

24.1 Option to Purchase. Throughout the Term hereof, so long as Tenant is not in default hereunder, subject to all of the terms and conditions herein, Landlord agrees that in the event Landlord desires to sell (in Landlord's sole and absolute discretion) the entire Leased Premises (including, without limitation, the McGrath House and, subject to any rights of the Small Business Administration, the existing furniture, fixtures and equipment detailed on Exhibit "B"), subject to all applicable notice and legal requirements, Tenant shall have a first option to purchase the Leased Premises ("Purchase Option"). The Purchase Option shall not apply in the event Landlord desires to sell the Leased Premises to the City of Oxnard.

24.2 Exercise of Purchase Option. Landlord shall provide Tenant written notice of Tenant's Purchase Option ("Landlord's Notice"). Tenant shall have thirty (30) days from the date of Landlord's Notice to provide Landlord written notice that Tenant desires to exercise the Purchase Option ("Tenant's Notice").

24.3 Purchase Price and other Purchase Terms. The Purchase Price for the entire Leased Premises (including, without limitation, the McGrath House and, subject to any rights of the Small Business Administration, the existing furniture, fixtures and equipment detailed on Exhibit "B") shall be the then fair market value of the Leased Premises as determined by Landlord through a formal written appraisal of the Leased Premises. Landlord's appraiser shall be an independent, MAI certified appraiser or member in good standing of the American Institute of Real Estate Appraisers. Landlord may condition the purchase with any easements, licenses, covenants, conditions or restrictions Landlord desires in order to protect or further the Heritage Square project, the Redevelopment Plan for the Merged Downtown Redevelopment Project or Landlord's interest as the Oxnard Community Development Commission. Escrow and title shall be opened with an escrow agent and title company chosen by Landlord. All title charges, documentary transfer taxes, escrow and recording fees and costs shall be paid by the Parties in accordance with customary practices in Ventura County. Close of escrow shall occur within the time provided in Landlord's Notice. Title to the Leased Premises shall be subject to any easements, licenses, covenants, conditions or restrictions desired by Landlord as described above and/or any liens, encumbrances, easements, licenses, covenants, conditions or restrictions of record as of the date of Landlord's Notice. In the event Tenant exercises the Purchase Option as described herein, Tenant agrees that

Landlord will not provide any seller financing and that Tenant will be obligated to arrange for private financing of the purchase.

24.4 Waiver of Purchase Option. If Tenant does not provide Tenant's Notice within the 30-day period or Tenant does not agree to purchase the Leased Premises upon all of the terms and conditions contained in this Section, then Tenant shall be deemed to have waived its Purchase Option and Landlord shall have the right to sell or convey the Leased Property to any third party of Landlord's choosing upon any terms and conditions.

25. Marketing.

At a cost to be determined by Landlord's Community Development Director (in his or her sole discretion). Landlord shall assist, and shall use good faith efforts to cause the City of Oxnard to assist, Tenant in outreach and marketing efforts as part of on-going retail retention/attraction efforts.

26. Heritage Square Exclusive Catering Events.

(i) Throughout the Term hereof, so long as Tenant is not in default hereunder, subject to all of the terms and conditions herein, Landlord agrees that Tenant shall have certain exclusive catering rights to the following Heritage Square common areas: Main Plaza, East Courtyard, and West Courtyard, and the "Second Floor Office Building" as described in Exhibit "A." Tenant shall not have any exclusive catering rights to Heritage Square Hall.

(ii) The seating capacities of Main Plaza, East Courtyard, West Courtyard, and Heritage Square Hall are as provided in the following chart:

Location	Facility	Fixed Seating Capacity	Additional Capacity	Exclusive Catering
1	Main Plaza	220 (Ceremony)	180 (reception)	Yes
2	East Courtyard	20 (Reception)	-0-	Yes
3	West Courtyard	20 (Reception)	-0-	Yes
4	Heritage Sq Hall	102	120 (chairs)	No

(iii) The numbers shown in the "Location" column of the above chart correspond to the site map of the Heritage Square and the respective facilities attached hereto as Exhibit "D" and incorporated herein by reference. Exhibit A shows the Second Floor Office Building Space.

(iv) Notwithstanding the foregoing, any non-profit or community organization pre-approved in writing from time to time by the Landlord's Community Development Director or designee shall not be obligated to use Tenant to cater such non-profit's or community organization's own events at the Main Plaza, the East Courtyard, the West Courtyard, or the Second Floor Office Building Space. "Non-profit or community organization" as used herein shall mean any nonprofit, non-governmental association of

persons and/or entities which has been in existence for not less than one year prior to the subject catering date, which has as a primary focus one or any combination of two or more of the following:

A. The provision of charitable support services within the City of Oxnard, such as shelter, food, clothing, counseling and medical assistance;

B. The enhancement of the City of Oxnard through an improvement in business conditions, planning or quality of life; or

C. The preservation of ethnic culture, historical preservation, education, music, theater, dance, art or similar programs within the City of Oxnard.

(v) Any event catered by Tenant at the Main Plaza, East Courtyard, or West Courtyard, or Second Floor Office Building Space shall be referred to herein as a "Heritage Square Exclusive Catering Event". Tenant shall pay to Landlord ten percent (10%) of all gross food and beverage sales from any Heritage Square Exclusive Catering Event as Catering Events Additional Rent as described above in Section 3.3.

(vi) Tenant may reserve without fee that space designed in Exhibit "A" as "Second Floor Office Building" for use by events which Tenant caters, provided that at the time the reservation is made the space is available for use at the time requested. Tenant's right to reserve space shall be on an event by event basis. In other words, Tenant does not have the right to reserve space unless a customer is committed to use the space and use Tenant's catering services.

27. Estoppel Certificate.

(i) Within ten (10) days after request by Landlord (which request may be from time to time as often as reasonably required by Landlord), Tenant shall execute and deliver to Landlord an estoppel certificate in a form reasonably requested by Landlord. Any such estoppel certificate may be conclusively relied upon by any prospective purchaser or encumbrancer, of the Leased Premises or of all or any portion of the McGrath House of which the Leased Premises are a part. Tenant's failure to deliver such statement within ten (10) days of Landlord's written request therefor shall be a binding agreement of Tenant that:

(a) That this Lease is in full force and effect without modification except as may be represented by Landlord.

(b) That there are no uncured defaults in Landlord's performance hereunder, and

(c) That not more than one monthly installment of Base Rent has been paid in advance.

(ii) Further, such failure to deliver such certificate (showing any exceptions to any of the statements of fact required thereby) shall be a material default under this Lease.

28. Signs.

Tenant shall not erect or install any signs or advertising media or window or door lettering or placards without Landlord's Community Development Director's prior written consent, which may be withheld in the Landlord's Community Development Director's sole and absolute discretion. All signs erected by Tenant shall conform to the sign standards if any, set forth in the Rules and Regulations, or as approved by Landlord in any specific addendum to Lease, and which are consistent with existing signage and the Declaration of Covenants, Conditions, and Restrictions of the Heritage Square Property Owners' Association. Tenant shall not install any exterior lighting or plumbing fixtures, shades or awnings, or make any exterior decoration or painting, or build any fences, or install any radio or television antennae, loud speakers, sound amplifiers or similar devices on the roof or exterior walls of the Leased Premises, or make any changes to the McGrath House exterior without Landlord's Community Development Director's prior written consent, which may be withheld in the Landlord's Community Development Director's sole and absolute discretion. Use of roof is reserved to Landlord. Once any signage is installed over the Leased Premises, Tenant shall keep such signage in a first class condition, normal wear and tear excepted.

29. Deliveries.

Tenant agrees that all deliveries or merchandise or otherwise to and from the Leased Premises shall be made upon and over such access roads as are designated therefore by Landlord, and the use thereof shall be subject to the rules and regulations established by Landlord; and such deliveries shall be made only at the rear of the Leased Premises. All automobiles, trucks and other vehicles of Tenant, and its officers, agents and employees, shall be parked only where and as permitted by Landlord from time to time, in such place or in such particular area as may be designated by Landlord as employee parking areas. Tenant agrees that, when and if requested by Landlord to do so, Tenant will furnish Landlord with the license numbers of the vehicles of Tenant and its officers, agents and employees.

30. Binding on Successors and Assigns.

Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the Parties, their heirs, personal representatives, and permitted successors and assigns.

31. Waivers.

No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provisions. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No term, covenant or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord.

32. Entire Agreement; Amendments.

There are no oral or written agreements or representations between the Parties affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, agreements and understandings, if any, between the Parties with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. All reliance by either Party with respect to representations and warranties shall be solely upon the representations and agreements contained in this Lease. No amendment or addition to this Lease shall be binding upon the Parties unless in writing, signed and delivered by the Party to be charged.

33. Time.

Time is of the essence of this Lease.

34. No Broker.

Tenant represents and warrants that it has dealt with no real estate brokers, leasing agents or finders in connection with or arising out of any of the transactions contemplated by this Lease, and covenants and agrees to indemnify, defend and save Landlord harmless from any and all losses, liability, damages and expenses (including reasonable attorneys' fees and costs), that may arise from a breach of this representation and warranty.

35. Severability.

If any provisions of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. The Parties intend that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

36. Applicable Law.

The laws of the State of California shall govern the validity, performance and enforcement of this Lease. This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

37. Corporate Tenant: Partnership.

In the event Tenant (or a general partner of Tenant) shall be a corporation, the persons executing this Lease on behalf of such corporation hereby covenant, represent and warrant that such corporation is a duly constituted corporation in good standing and qualified to do business in the State of California; all franchise and corporate taxes have been paid to date; all future forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due; and such persons are duly authorized by the governing body of such corporation to execute and deliver this Lease on behalf of the corporation. In the event Tenant is a partnership, the persons executing this Lease on behalf of Tenant hereby represent and warrant that Tenant is duly organized and validly existing and is qualified to do business in the State of California; all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and such persons are authorized to execute and deliver this Lease on behalf of the partnership.

38. Waiver of Redemption Rights.

Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Leased Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise. The rights given to Landlord herein are in addition to any rights that may be given to Landlord by any statute or otherwise.

39. Counterparts.

This Lease may be executed in counterparts, each of which shall be deemed to be an original document.

40. Captions.

The captions of the paragraphs of this Lease or any Exhibits or Riders attached hereto are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.

41. Interpretation of Agreement.

This Lease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters addressed in this Lease. In addition, each Party has

been given the opportunity to consult with experienced and knowledgeable legal counsel. Accordingly, any rule of law (including Civil Code section 1654) or legal decision that would require interpretation of any ambiguities in this Lease against the Party that has drafted it is not applicable and is waived. The provisions of this Lease shall be interpreted in a reasonable manner to effect the purpose and intent of the Parties to this Lease.

[remainder of page left intentionally blank]

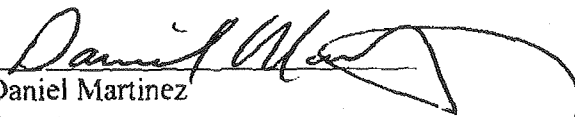
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the dates set forth below to be effective as the Effective Date.

COMMUNITY DEVELOPMENT COMMISSION
OF THE CITY OF OXNARD, a public body,
corporate and politic

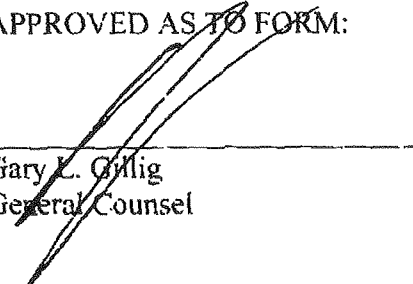
Date: July 1, 2008

By: 
Dr. Thomas E. Holden
Chairman

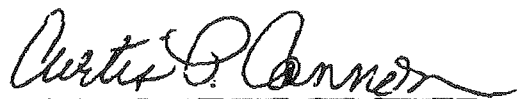
ATTEST:


Daniel Martinez
Secretary

APPROVED AS TO FORM:


Gary L. Gillig
General Counsel

APPROVED AS TO CONTENT:

By: 
Curtis P. Cannon
Director of Community Development

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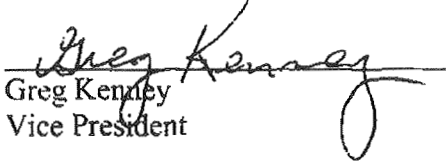
[signatures on following page]

LA DOLCE VITA DI MARE, INC., a
California corporation

Date: 6-19-08


Michelle Kenney
President

Date: 6-19-08

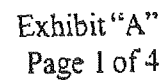

Greg Kenney
Vice President

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Exhibit "A"

Site Map of Leased Premises

[behind this page]



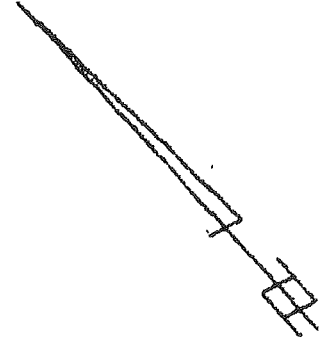
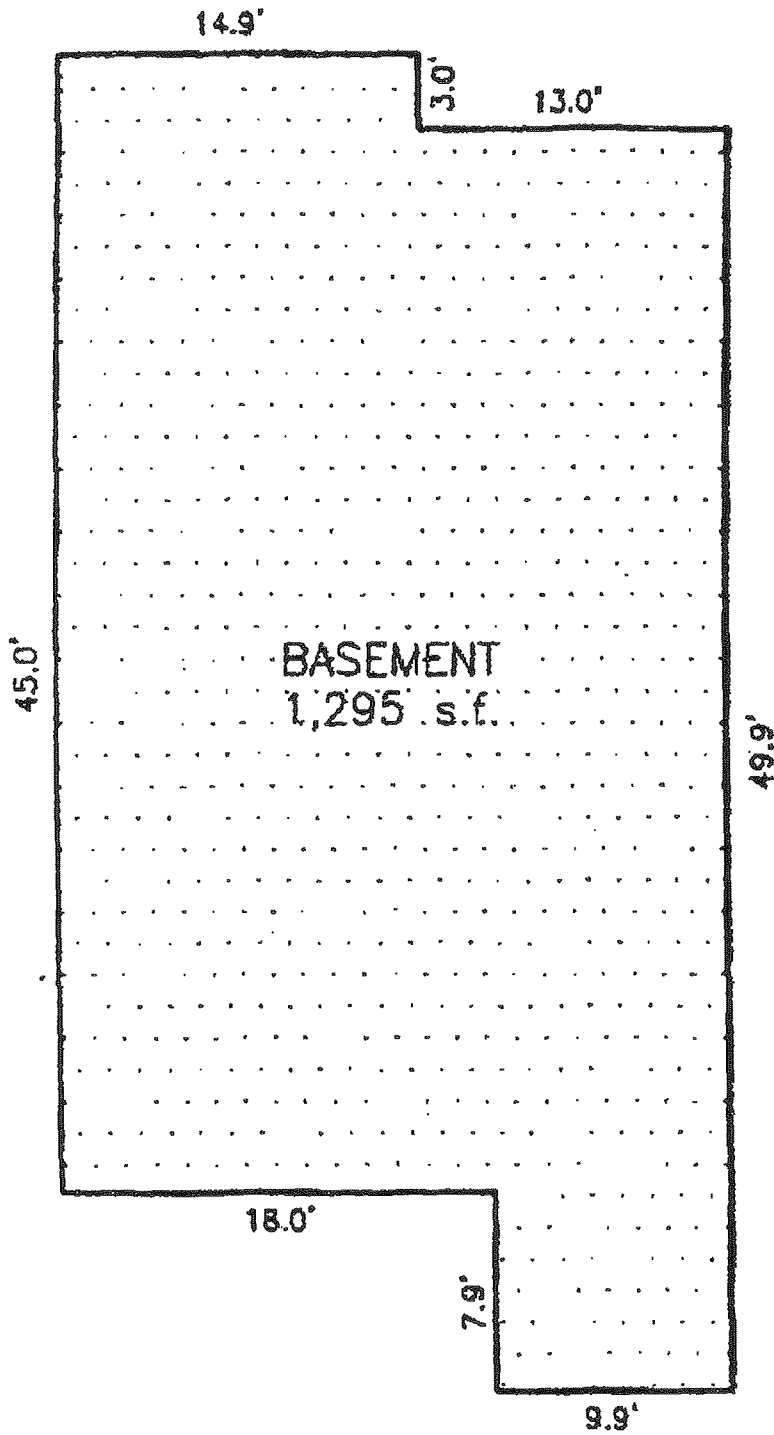


Exhibit "A"

SECOND FLOOR
OFFICE BUILDING
1,407 s.f.

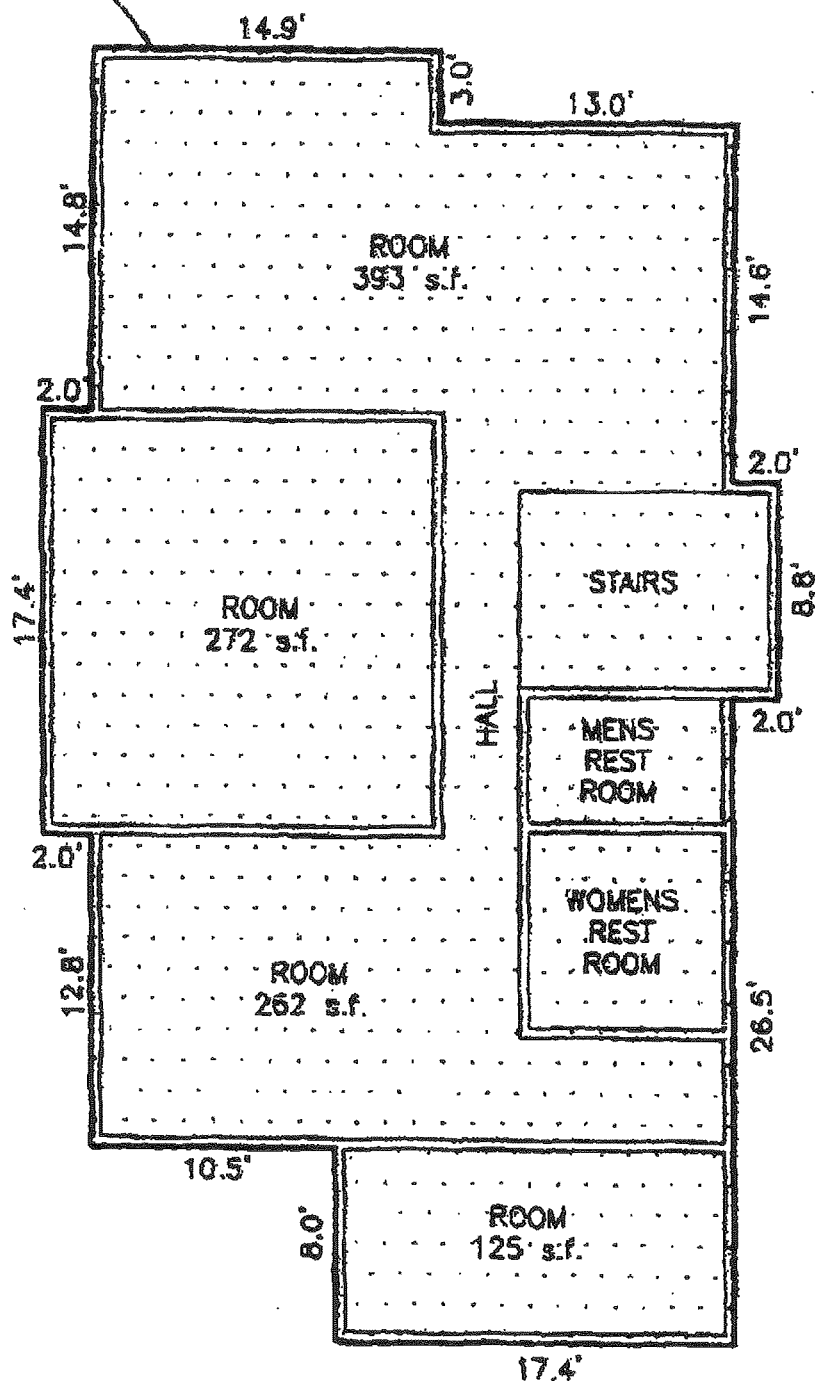


Exhibit "A"
Page 3 of 4

Attachment #2
Page 33 of 41

McGrath House
Heritage Square

Exhibit "A"

FIRST FLOOR
RESTAURANT
1,479 s.f.

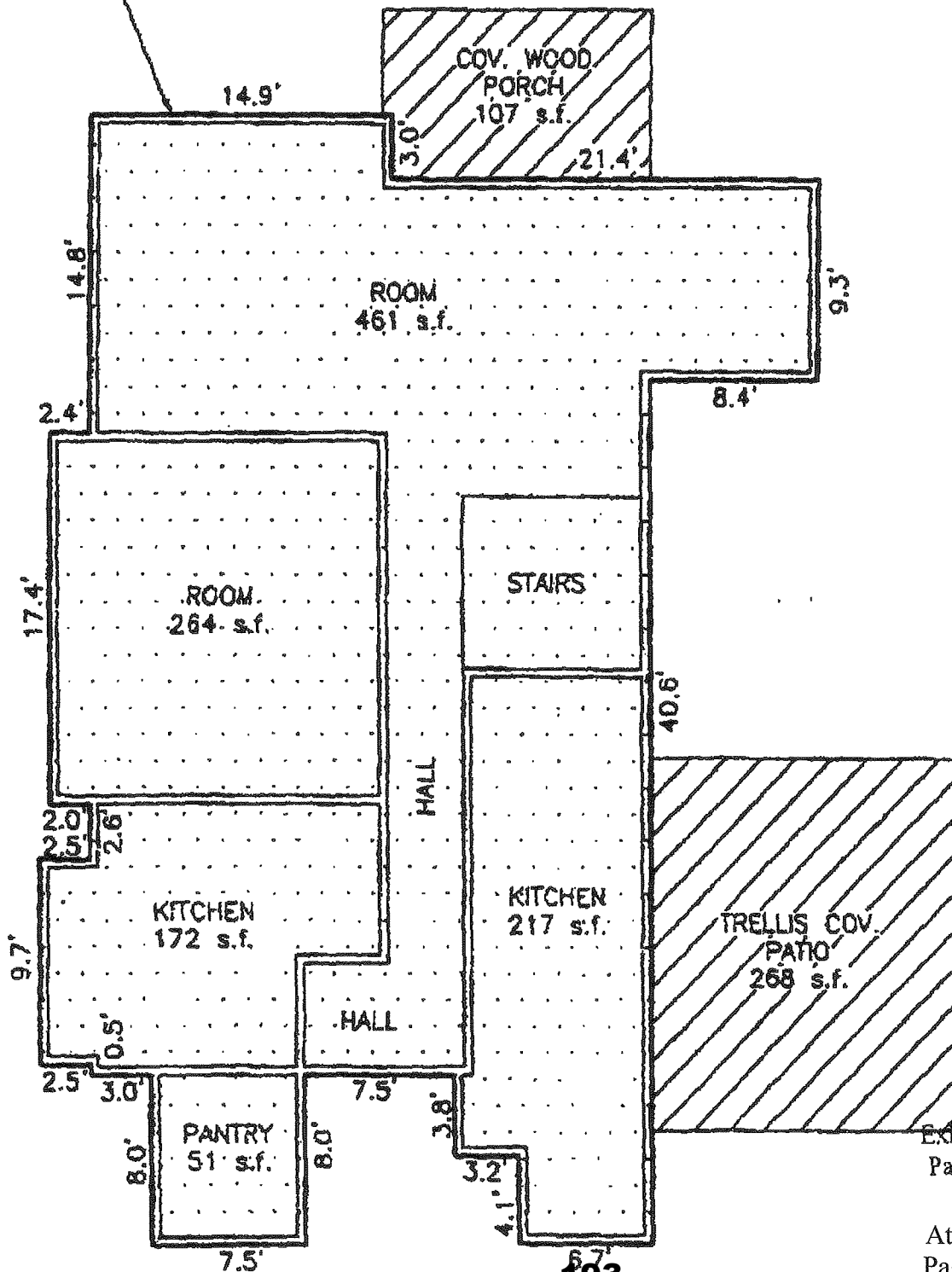


Exhibit "A"
Page 2 of 4

Attachment #2
Page 34 of 41

Exhibit "B"

List of Existing Furniture, Fixtures and Equipment

[behind this page]

Exhibit "B"
Furniture, Fixtures, Equipment List
McGrath House at Heritage Square, 740 South B Street
12/04/05

Pub

- 19-foot front and back bar with counter
- 72-inch back bar coolers (2)
- 6 foot 3-compartment with sink
- 36-inch cocktail unit
- Tub/mop sink (1)
- Coffee makers (2) / warmer (1)
- 30-inch black tables and bases (12)
- Black metal chairs (48)
- Sharpe electronic cash register
- Satellite receiver system
- Music system with 4 speakers
- Speaker mounting brackets (4)
- Television sets (6) one 35-inch, three 26-inch, two 20-inch
- Television mounting brackets (6)
- Security alarm system
- Desk and filing cabinet
- Casablanca ceiling fans (3)
- 12-unit stack locker
- Ashtrays
- Candles
- Keg hoses
- Bar glasses (assorted sizes for beer and drinks; approx. 50)
- Champagne glasses (approx. 3 dozen)
- Popcorn machine (1)

Kitchen

- 2-door refrigerator
- 2-door freezer (non-working)
- Ice machine
- Gas grill
- 6-burner stove with oven and flat grill
- Fryer
- 3-bay steam table
- Stainless steel tables (2) one 3-foot, one 15-foot
- Microwave (1)
- Miscellaneous catering and chafing dishes
- Large bread mixer
- Small stainless prep table (1)
- 3-bay kitchen sink (1)
- Mop sink (1)/ hand mops (2)
- Under counter dishwasher (1)
- Assorted table service for approx. 50 people
- Pots, saucepan, size misc. (5)
- Silverware for approx. 15
- Assorted ice cream bowls (approx. 24)
- Wooden chairs with padded seats (approx. 50) / assorted size tables (8)
- 3-wire storage racks for dishes / dish racks for glasses (8)
- Desk in office (1)
- Oval freestanding mirror (1)

Exhibit "C"

Rules and Regulations

1. Tenant shall not suffer or permit the obstruction of any Common Areas (as defined in the Heritage Square Declaration of Covenants, Conditions and Restrictions), including driveways, walkways and stairways.
2. Landlord reserves the right to refuse access to any persons Landlord's Community Development Director or designee in good faith judges to be a threat to the safety, reputation, or property of the McGrath House and its occupants.
3. Tenant shall not make or permit any noise or odors that annoy or interfere with other tenants or persons having business within the Heritage Square project.
4. Tenant shall not keep animals or birds within the McGrath House, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Tenant shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Tenant shall not alter any lock or install new or additional locks and bolts.
7. Tenant shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Tenant shall not deface the walls, partitions or other surfaces of the McGrath House.
9. Tenant shall not suffer or permit anything in or around the Leased Premises or McGrath House that causes excessive vibration or floor loading in any part of the McGrath House.
10. Furniture, significant freight and equipment shall be moved into or out of the McGrath House only with the Landlord's Community Development Director's or designee's prior knowledge and written consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Landlord's Community Development Director or designee. Tenant shall be responsible for any damage to the McGrath House arising from any such activity.

11. Tenant shall not employ any service or contractor for service or work to be performed in the McGrath House, except as approved in writing by Landlord's Community Development Director or designee.
12. Tenant shall be responsible for securely locking any doors it may have opened for entry.
13. Tenant shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. No window coverings, shades or awnings shall be installed or used by Tenant without prior written approval of Landlord's Community Development Director or designee.
15. Neither Tenant nor any Tenant Representative shall go upon the roof of the McGrath House.
16. Tenant shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Landlord's Community Development Director or designee or by applicable governmental agencies as non-smoking area.
17. Tenant shall not use any method of heating or air conditioning other than as provided by Landlord.
18. Tenant shall not install, maintain or operate any vending machines upon the Leased Premises without Landlord's Community Development Director's or designee's written consent.
19. The Leased Premises shall not be used for lodging or manufacturing.
20. Tenant shall comply with all safety, fire protection and evacuation regulations established by Landlord or any applicable governmental agency.
21. Landlord reserves the right to waive in writing any one of these rules or regulations, and/or as to any particular, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such. Landlord's Community Development Director or designee shall have the right to waive in writing any rule or regulation on behalf of Landlord in the Landlord's Community Development Director's or designee's sole and absolute discretion.
22. Tenant assumes all risks from theft or vandalism and agrees to keep its Leased Premises locked as may be required.

Exhibit C

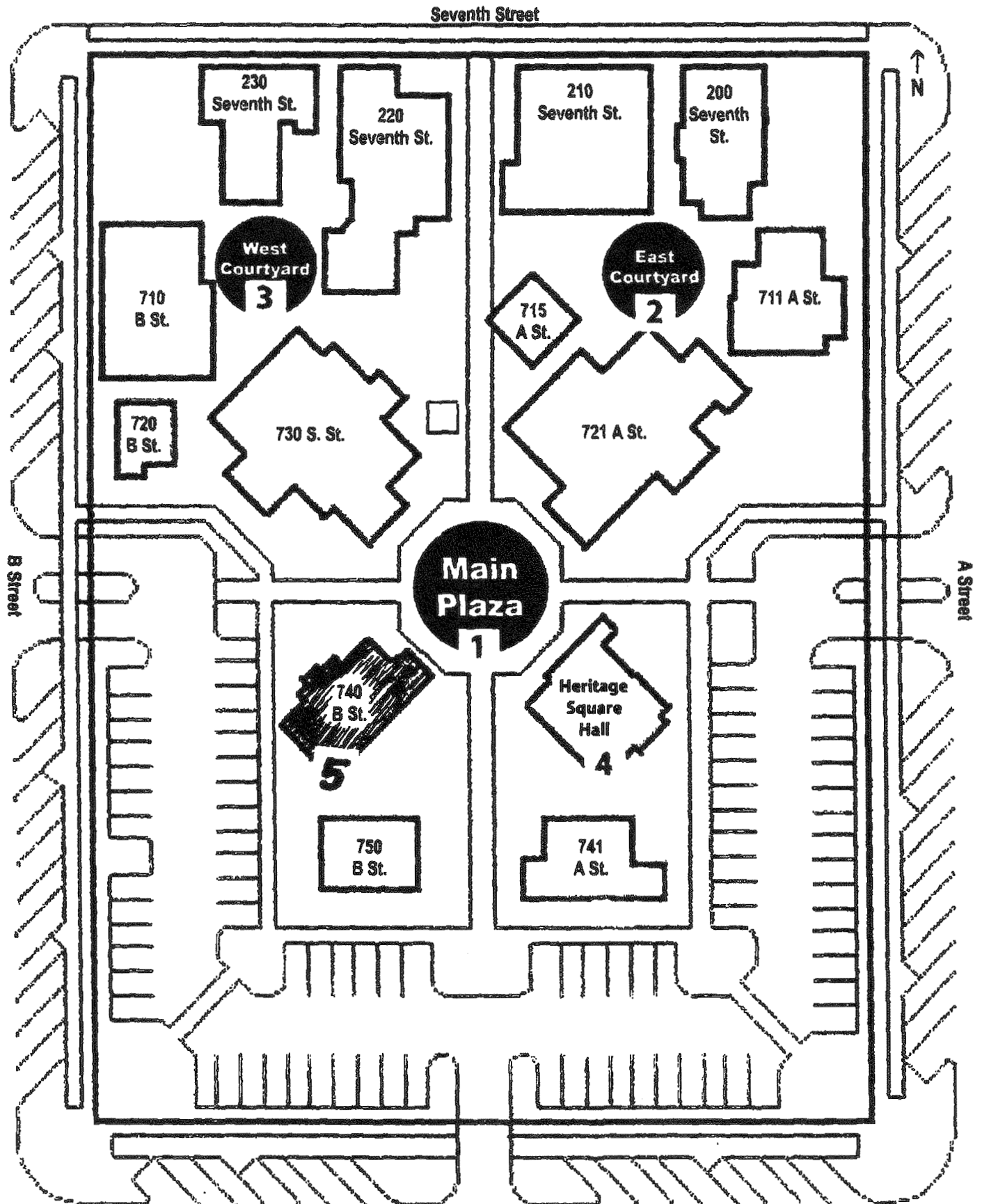
23. Landlord reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the McGrath House and its occupants. Tenant agrees to abide by these and such rules and regulations. Landlord's Community Development Director shall have the right to make any such rules and regulations on behalf of Landlord.

Exhibit "D"

Heritage Square Site Map

[behind this page]

Heritage Square
McGrath House Restaurant Services





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

Prepared By: Brian Foote, AICP, Associate Planner ~~B.F.~~ Agenda Item No. I-5

Reviewed By: City Manager [Signature] City Attorney SMF Finance QC Other (Specify) _____

DATE: May 14, 2013

TO: City Council

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

SUBJECT: Planning & Zoning Permit No. 13-300-01 (Final Map for Tract 5885), Located at 278 South Rice Ave., 2600 Challenger Pl., and 150, 300, 350, 400 & 401 Discovery Dr. (the northeast corner of South Rice Avenue and East Fifth Street). Filed by Triliad Development on behalf of the property owner PEGH Investments, LLC.

RECOMMENDATION

That City Council adopt a resolution approving Planning & Zoning Permit No. 13-300-01 (Final Map for Tract 5885) to subdivide one parcel into seven lots, located at the northeast corner of South Rice Avenue and East Fifth Street.

DISCUSSION

On March 15, 2012, the Planning Commission adopted Resolution No. 2012 – 03, recommending to the City Council approval of a tentative subdivision map (Planning & Zoning Permit No. 10-300-05) for the subdivision of a 31.7-acre parcel into seven lots for future industrial development consistent with the Light Manufacturing (M-1-PD) zone. On April 24, 2012, the City Council approved Resolution No. 14,149 approving the tentative subdivision map to create seven lots.

This final map includes dedicating property along Rice Avenue (the northwest corner of the subject property located at Rice Avenue and Sturgis Road) in order to accommodate future construction of a northbound right-turn lane on Rice Avenue at Sturgis Road. The Development Services Division included a special condition requiring future construction of a right-turn lane on northbound Rice Avenue to Sturgis Road. Primary access will be provided to each proposed parcel from the existing Discovery Drive or Challenger Place. Rice Avenue will be designated as the new route of Highway 1 in the near future, and the Development Services Division included a special condition prohibiting direct ingress or egress along Rice Avenue.

The approval of a final map is ministerial if the final map substantially conforms to the approved tentative map and the developer has satisfied the conditions of approval attached to the tentative map. The Development Services Department has issued a Verification of Status form indicating that the Final Map, as currently prepared, will be in compliance with the State Subdivision Map Act and Oxnard City Code requirements, and will conform to the previously-approved tentative subdivision map. The proposed Final Map is also consistent with the 2030 General Plan, as well as Planning Commission Resolution No. 2012-03 for the tentative map.

FINANCIAL IMPACT

None.

Attachment #1 – Resolution (Final Map approval)
#2 – Location Map
#3 – Reduced Tract Map No. 5885
#4 – Verification of Status Form

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING & ZONING PERMIT NO. 13-300-01 (FINAL MAP FOR TRACT NO. 5885) FOR A 31.7-ACRE PROPERTY LOCATED AT THE NORTHEAST CORNER OF SOUTH RICE AVENUE AND EAST FIFTH STREET (APN: 216-0-160-405), WITH SITE ADDRESSES AT 278 SOUTH RICE AVE., 2600 CHALLENGER PL., AND 150, 300, 350, 400 & 401 DISCOVERY DR., SUBJECT TO CERTAIN CONDITIONS. FILED BY TRILIAD DEVELOPMENT INC., ON BEHALF OF PROPERTY OWNER PEGH INVESTMENTS L.L.C., 270 CONEJO RIDGE AVENUE, SUITE 200, THOUSAND OAKS, CALIFORNIA 91361-4944

WHEREAS, Tentative Subdivision Map for Tract No. 5885 (Planning & Zoning Permit No. 10-300-5) for a 31.7-acre property located at the northeast corner of South Rice Avenue and East Fifth Street, site addresses 278 South Rice Ave., 2600 Challenger Pl., and 150, 300, 350, 400 & 401 Discovery Dr., filed by Triliad Development Inc., was recommended for approval by Planning Commission Resolution No. 2012-03, and approved by City Council Resolution No. 14,149, subject to certain conditions; and

WHEREAS, the Final Map for such subdivision has been submitted, together with the Subdivision Improvement Agreement proposed to be entered into in connection with the subdivision; and

WHEREAS, the Final Map is exempt as ministerial under the California Environmental Quality Act, according to City Council Resolution No. 10,851.

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

1. Planning & Zoning Permit No. 13-300-1 (Final Map for Tract No. 5885) is approved, subject to the conditions set forth in Planning Commission Resolution No. 2012-03 and City Council Resolution No. 14,149 for the Tentative Subdivision Map, incorporated herein by reference.
2. The City Council finds that the Final Map is consistent with the General Plan as adopted, and is in substantial compliance with the previously approved tentative tract map.
3. The Subdivision Improvement Agreement is approved and the Mayor is authorized to execute such Agreement.

4. All offers of dedication shown on such map are accepted subject to improvement.

PASSED AND ADOPTED this 14th day of May 2013, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn
Mayor

ATTEST:

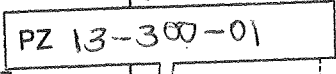
Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

Santa Clara River



November 8, 2011

205

ATTACHMENT 2
PAGE 1 OF 1

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE OWNERS OF, OR ARE INTERESTED IN, THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION SHOWN ON THIS MAP, THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID REAL PROPERTY, THAT THEY CONSENT TO THE MAKING AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE EXTERIOR BOUNDARY LINE, AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD ALL RIGHTS OF INGRESS AND EGRESS OVER AND ACROSS THE WESTERLY LINE OF LOT 1 ABUTTING RICE AVENUE, AND THE WESTERLY LINE OF LOTS 2 THROUGH 8, INCLUSIVE, IN ORDER THAT THE OWNERS OF SAID LOTS SHALL HAVE NO RIGHTS OF ACCESS WHATSOEVER TO SAID RICE AVENUE, EXCEPT THE GENERAL RIGHT-OF-TRAVEL WHICH BELONGS TO THE WHOLE PUBLIC, AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD ALL WATER RIGHTS AND THE RIGHT TO DEVELOP ALL WATER FOUND OR TAKEN FROM UNDER SAID REAL PROPERTY BUT WITHOUT THE RIGHT OF SURFACE ENTRY TO DEVELOP THE SAME, AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD THE NON-EXCLUSIVE EASEMENT FOR SIDEWALK PURPOSES OVER ALL OF LOT 1, AS SHOWN ON THIS MAP, AND ALL USES INCIDENT THERETO.

PEGH INVESTMENTS, LLC, A LIMITED LIABILITY COMPANY, OWNER

OWNER _____ OWNER _____
STATE OF CALIFORNIA) SS
COUNTY OF VENTURA)
ON _____ BEFORE ME, _____
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.

NOTARY PUBLIC _____ NAME (PRINTED) _____
COMMISSION No. _____ EXPIRATION DATE _____
PRINCIPAL PLACE OF BUSINESS:
VENTURA COUNTY.

**SURVEYOR'S STATEMENT:**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF _____ PEGH INVESTMENTS, LLC
ON _____ DECEMBER 2011, I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED (OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR AFTER RECORDATION OF THIS FINAL MAP) AND THAT THEY ARE (OR WILL BE) SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATED: _____ LARRY J. FRAGER, F.L.S. 7998

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP ENTITLED TRACT No. 5885, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATED: _____ WARREN D. SMITH, P.L.S. 4842
CITY SURVEYOR, CITY OF OXNARD

CITY COUNCIL CERTIFICATE:

THIS MAP ENTITLED TRACT No. 5885, CONSISTING OF 3 SHEETS, IS PRESENTED TO THE CITY COUNCIL OF THE CITY OF OXNARD VENTURA COUNTY, CALIFORNIA, AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE _____ DAY OF _____, 2012. FOR APPROVAL, SAID COUNCIL HEREBY APPROVES SAID MAP, AND HEREBY ACCEPTS ALL RIGHTS OF INGRESS AND EGRESS AS OFFERED HEREON, AND ALSO ACCEPTS ALL WATER RIGHTS AS OFFERED HEREON, AND ALSO ACCEPTS THE NON-EXCLUSIVE EASEMENT FOR SIDEWALK PURPOSES AS SHOWN ON THIS MAP.

IN WITNESS WHEREOF, SAID CITY COUNCIL HAS CAUSED THIS CERTIFICATE TO BE SIGNED BY THE MAYOR AND ATTESTED TO BY THE CITY CLERK AND THE CORPORATE SEAL OF SAID CITY TO BE AFFIXED HERETO THIS _____ DAY OF _____, 2012.

ATTEST:

CITY CLERK OF THE CITY OF OXNARD _____ MAYOR OF THE CITY OF OXNARD _____

SIGNATURE OMISSIONS:

THE SIGNATURES OF THE FOLLOWING EASEMENT OWNERS HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(c)(3)(A) OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

SOUTHERN CALIFORNIA EDISON COMPANY, PRESENT OWNER OF AN EASEMENT FOR PUBLIC UTILITIES AS DISCLOSED BY DEEDS RECORDED OCTOBER 18, 1954, IN BOOK 1238, PAGE 180, AND RECORDED JULY 28, 2005, AS DOCUMENT No. 20050728-0185510, BOTH OF OFFICIAL RECORDS OF VENTURA COUNTY.

OXNARD DRAINAGE DISTRICT No. 2, PRESENT OWNER OF AN EASEMENT FOR DRAINAGE AS DISCLOSED BY DEED RECORDED DECEMBER 13, 1965, IN BOOK 1360, PAGE 297 OF OFFICIAL RECORDS OF VENTURA COUNTY.

UNITED WATER CONSERVATION DISTRICT, PRESENT OWNER OF AN EASEMENT FOR SUBSURFACE WATER PIPELINES AS DISCLOSED BY DEED RECORDED SEPTEMBER 9, 1982, AS DOCUMENT No. 82-033854 OF OFFICIAL RECORDS OF VENTURA COUNTY.
CITY OF OXNARD, PRESENT OWNER OF AN EASEMENT FOR SEWER PURPOSES AS DISCLOSED BY DEED RECORDED JUNE 10, 1992, AS DOCUMENT No. 92-102139 OF OFFICIAL RECORDS OF VENTURA COUNTY.

CITY OF OXNARD, PRESENT OWNER OF EASEMENTS FOR PUBLIC UTILITIES, SIDEWALK AND LANDSCAPE, AS DICTATED BY THE MAP OF TRACT No. 5020-1, RECORDED IN BOOK 131, PAGE 42 OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY.

CITY OF OXNARD, PRESENT OWNER OF THE RIGHT TO DISPOSE OF STORM DRAINAGE AS DISCLOSED BY DEED RECORDED DECEMBER 19, 2002, AS DOCUMENT No. 2002-0323943 OF OFFICIAL RECORDS OF VENTURA COUNTY.

AT&T CORP. AND AT&T COMMUNICATIONS-EAST, INC., PRESENT OWNER OF AN EASEMENT FOR TELECOMMUNICATION AS DISCLOSED BY DOCUMENT RECORDED JUNE 28, 2009, AS DOCUMENT No. 20090828-00106786 OF OFFICIAL RECORDS OF VENTURA COUNTY.

CITY OF OXNARD, PRESENT OWNER OF AN EASEMENT FOR ACCESS AS DISCLOSED BY DOCUMENT RECORDED JANUARY 11, 2005, AS DOCUMENT No. 20050111-0008909 OF OFFICIAL RECORDS OF VENTURA COUNTY.

THE SIGNATURE OF STANDARD OIL COMPANY OF CALIFORNIA, PRESENT LESSEE UNDER LEASE RECORDED APRIL 16, 1952, IN BOOK 1081, PAGE 520 OF OFFICIAL RECORDS OF VENTURA COUNTY, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(c)(3)(C) OF THE SUBDIVISION MAP ACT.

THE SIGNATURE OF MARGARET PFELTER BORCHARD, ET AL., PRESENT OWNER OF AN UNDIVIDED 50% INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, WITHOUT THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 500 FEET BY DEED RECORDED MAY 25, 1973, IN BOOK 418, PAGE 621 OF OFFICIAL RECORDS OF VENTURA COUNTY, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(c)(3)(C) OF THE SUBDIVISION MAP ACT.

COUNTY RECORDER'S CERTIFICATE:

RECORDED THIS _____ DAY OF _____, 2012, AT _____ M.
IN BOOK _____ OF MISCELLANEOUS RECORDS (MAPS), RECORDS OF VENTURA COUNTY, AT
PAGES _____, AT THE REQUEST OF LARRY J. FRAGER.

MARY A. LUNN
COUNTY RECORDER
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY RECORDER

COUNTY TAX COLLECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT HAVE BEEN FILED AND DEPOSITED WITH ME.

DATED: _____ STEVEN HINTZ
COUNTY TAX COLLECTOR
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY TAX COLLECTOR

CITY TREASURER'S CERTIFICATE:

I, DANIELLE M. NAVAS, CITY TREASURER OF THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST TRACT No. 5885 OR ANY PART THEREOF, FOR UNPAID MUNICIPAL TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY OF OXNARD THIS _____ DAY OF _____, 2012.

CITY TREASURER, CITY OF OXNARD

TOTAL NUMBER OF LOTS = 7
TOTAL GROSS AREA = 31.68 ACRES

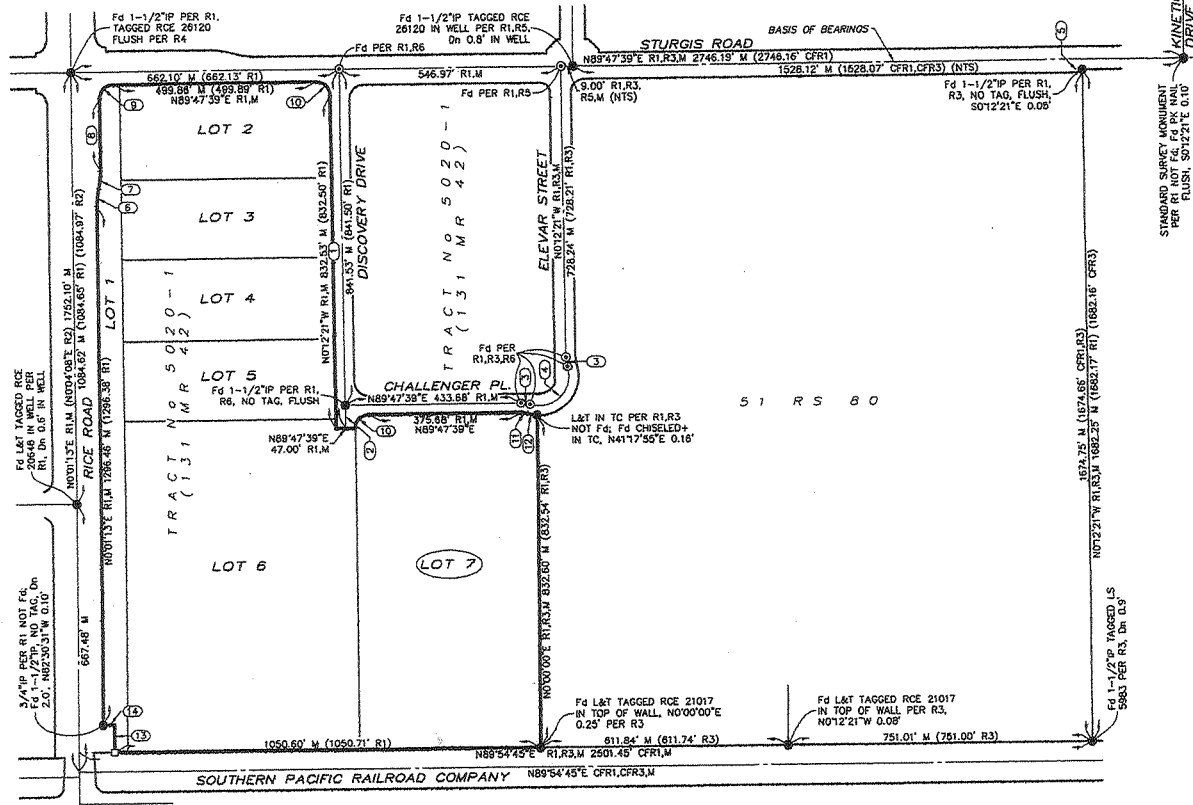
TRACT No. 5885

IN THE CITY OF OXNARD
COUNTY OF VENTURA
STATE OF CALIFORNIA

BEING A SUBDIVISION OF THAT PORTION OF SUBDIVISION 47, RANCHO EL RIO DE SANTA CLARA o/a COLONIA, AS PER PARTITION MAP FILED IN OFFICE OF THE COUNTY CLERK OF VENTURA COUNTY IN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS., vs RAFAEL GONZALES, ET AL., DFTS.", SHOWN AS "NOT A PART OF THIS SUBDIVISION" ON THE MAP OF TRACT No. 5020-1, AS PER MAP RECORDED IN BOOK 131, PAGES 42 THROUGH 44 INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY

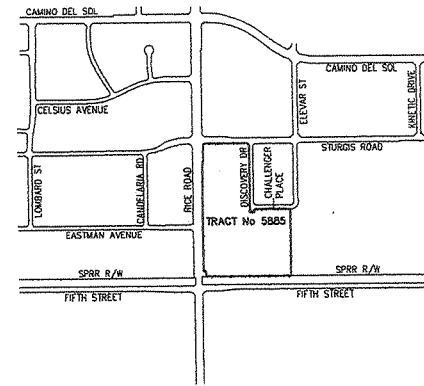
DECEMBER 2011

BEHNER and CARPENTER, INC.
CIVIL ENGINEERS LAND SURVEYORS
506 E. Main Street Santa Paula, CA 93060
(805) 525-3396 FAX: (805) 656-1988



LINE/CURVE TABLE:

1	N01°22'11" R1,M 899.53' M (899.50' CFR1)
2	N01°22'11" 58.00' R1,M
3	Δ=17°34'23" R=75.00'
4	T=11.59' L=23.00' R1,R3,M
5	Δ=125°08'45" R=75.00'
6	T=144.52' L=163.02' R1,R3,M
7	N01°22'11" R1,R2,M 7.50' R3,M (7.51' CFR1)
8	Δ=125°01'18" R=192.00'
9	T=21.60' L=43.02' M
10	Δ=125°01'18" R=192.00'
11	T=21.60' L=43.02' R1
12	Δ=125°01'18" R=208.00'
13	T=23.40' L=46.61' M
14	Δ=125°01'18" R=208.00'
15	T=23.40' L=46.61' R1
16	N00°13'13" 180.05' R1,M
17	Δ=89°46'26" R=34.50'
18	T=34.36' L=54.00' R1,M
19	Δ=90°00'00" R&T=34.50'
20	L=54.10' R1,M
21	Δ=17°34'23" R=51.50'
22	T=7.96' L=15.80' R1,M
23	Δ=13°38'04" R=98.50'
24	T=12.07' L=24.01' M
25	Δ=147°00'30" R=98.50'
26	T=12.10' L=24.09' R1
27	N00°13'13" R1,M 70.00' R1,R7,M (N1°16'51" E R7)
28	N89°54'45" E 28.00' R1,M

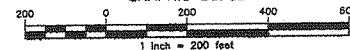


VICINITY MAP

1"=1000'



GRAPHIC SCALE



TRACT No. 5885

IN THE CITY OF OXNARD
COUNTY OF VENTURA
STATE OF CALIFORNIA

BEING A SUBDIVISION OF THAT PORTION OF SUBDIVISION 47, RANCHO EL RIO de SANTA CLARA o/a COLONIA, AS PER PARTITION MAP FILED IN OFFICE OF THE COUNTY CLERK OF VENTURA COUNTY IN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS., vs RAPHAEL GONZALES, ET AL., DFTS.", SHOWN AS "NOT A PART OF THIS SUBDIVISION" ON THE MAP OF TRACT No. 5020-1, AS PER MAP RECORDED IN BOOK 131, PAGES 42 THROUGH 44 INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY

DECEMBER 2011

BENNER and CARPENTER, INC
CIVIL ENGINEERS LAND SURVEYORS
506 E. Main Street Santa Paula, CA 93060
(805) 529-3386 FAX: (805) 656-1989

SHEET 2 OF 3 SHEETS

EASEMENT LEGEND:

- 1' and 2' wide easement for public utilities purposes, as granted to Southern California Edison Company per 1236 or 180.
- 40' wide easement to lay, install, construct, maintain and operate tile and all works necessary for the purpose of drainage, as granted to Oxnard Drainage District No. 2 per 1360 or 297.
- EASEMENT FOR SUBSURFACE WATER PIPELINES PURPOSES, AS GRANTED TO UNITED WATER CONSERVATION DISTRICT PER 82-003854, OR.
- EASEMENT FOR SEWER PURPOSES, IN FAVOR OF THE CITY OF OXNARD PER LAND DESCRIBED IN PARCEL PS107, 92-102139, OR.
- EASEMENT FOR SEWER PURPOSES, IN FAVOR OF THE CITY OF OXNARD PER LAND DESCRIBED IN PARCEL PS118, 92-102139, OR.
- 7.5' wide easements for public utilities purposes, as dedicated to the CITY OF OXNARD PER TRACT No. 5020-1 (131 MR 42).
- 17.5' and 24.5' wide easements for sidewalk and landscape purposes, as dedicated to the CITY OF OXNARD PER TRACT No. 5020-1 (131 MR 42).
- 45' wide easement for storm water drainage, as established per 98-056188, OR.
- EASEMENT FOR THE RIGHT TO DISPOSE STORM DRAINAGE, AS GRANTED TO THE CITY OF OXNARD PER 2002-0323943, OR. (CANNOT BE LOCATED BY DEED.)
- 6' wide easement for public utilities purposes, as granted to Southern California Edison Company per 20050728-0165510, OR.
- 30' wide area for detention basin perpetual maintenance purposes, as described in 20060111-0006909, OR.
- EASEMENT FOR TELECOMMUNICATION PURPOSES, IN FAVOR OF AT&T CORP AND AT&T COMMUNICATIONS-EAST, INC. PER 20090628-00106766, OR. (CANNOT BE LOCATED BY DEED.)

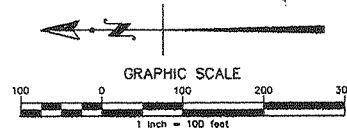
LEGEND:

- | | |
|-----------------------------------|-----------------------------------|
| CF | CALCULATED FROM |
| Dn | DOWN |
| FD | FOUND |
| IP | IRON PIPE |
| L&T | LEAD AND TACK |
| MR | MEASURED |
| NR | NO RECORD |
| (HTS) | NOT TO SCALE |
| R&T | R&T |
| TOP OF CURB | TOP OF CURB |
| FOUND MONUMENT AS NOTED | FOUND MONUMENT AS NOTED |
| FOUND 1-1/2" IRON PIPE TAGGED | FOUND 1-1/2" IRON PIPE TAGGED |
| RCE 21017 PER 131 MR 42, FLUSH, | RCE 21017 PER 131 MR 42, FLUSH, |
| UNLESS OTHERWISE NOTED | UNLESS OTHERWISE NOTED |
| FOUND LEAD AND TACK TAGGED | FOUND LEAD AND TACK TAGGED |
| RCE 21017 IN TOP OF CURB, 0.25' | RCE 21017 IN TOP OF CURB, 0.25' |
| ON LOT LINE PROLONGATION PER | ON LOT LINE PROLONGATION PER |
| 131 MR 42, UNLESS OTHERWISE | 131 MR 42, UNLESS OTHERWISE |
| NOTED | NOTED |
| SET 1-1/2" IRON PIPE TAGGED LS | SET 1-1/2" IRON PIPE TAGGED LS |
| 7998, UNLESS OTHERWISE NOTED | 7998, UNLESS OTHERWISE NOTED |
| SET LEAD AND TACK TAGGED LS | SET LEAD AND TACK TAGGED LS |
| 7998 IN TOP OF CURB, 0.25' ON | 7998 IN TOP OF CURB, 0.25' ON |
| LOT LINE PROLONGATION, UNLESS | LOT LINE PROLONGATION, UNLESS |
| OTHERWISE NOTED | OTHERWISE NOTED |
| 131 MR 42 (TRACT No. 5020-1) | 131 MR 42 (TRACT No. 5020-1) |
| 108 MR 49 (TRACT No. 3943) | 108 MR 49 (TRACT No. 3943) |
| 51 RS 79 | 51 RS 79 |
| CITY FIELD BOOK LL-50, Pg 88 | CITY FIELD BOOK LL-50, Pg 88 |
| CITY FIELD BOOK LL-51, Pg 98 | CITY FIELD BOOK LL-51, Pg 98 |
| CITY FIELD BOOK LL-51, Pg 105-107 | CITY FIELD BOOK LL-51, Pg 105-107 |
| 92-102139, OR | 92-102139, OR |

ARINGS:

39°47'39" E ALONG THE CENTERLINE OF STURGIS ROAD, AS SHOWN
ACT No. 5020-1, RECORDED IN BOOK 131, PAGES 42 THROUGH 44,
ILLUSTRATIONS (MAPS) OF VENTURA COUNTY, WAS USED AS
RINGS SHOWN ON THIS MAP.

NOTE:
FOR EASEMENT LEGEND AND ADDITIONAL
BOUNDARY INFORMATION, SEE SHEET 2.



TRACT No. 5885

IN THE CITY OF OXNARD
COUNTY OF VENTURA
STATE OF CALIFORNIA

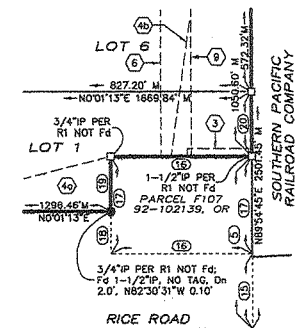
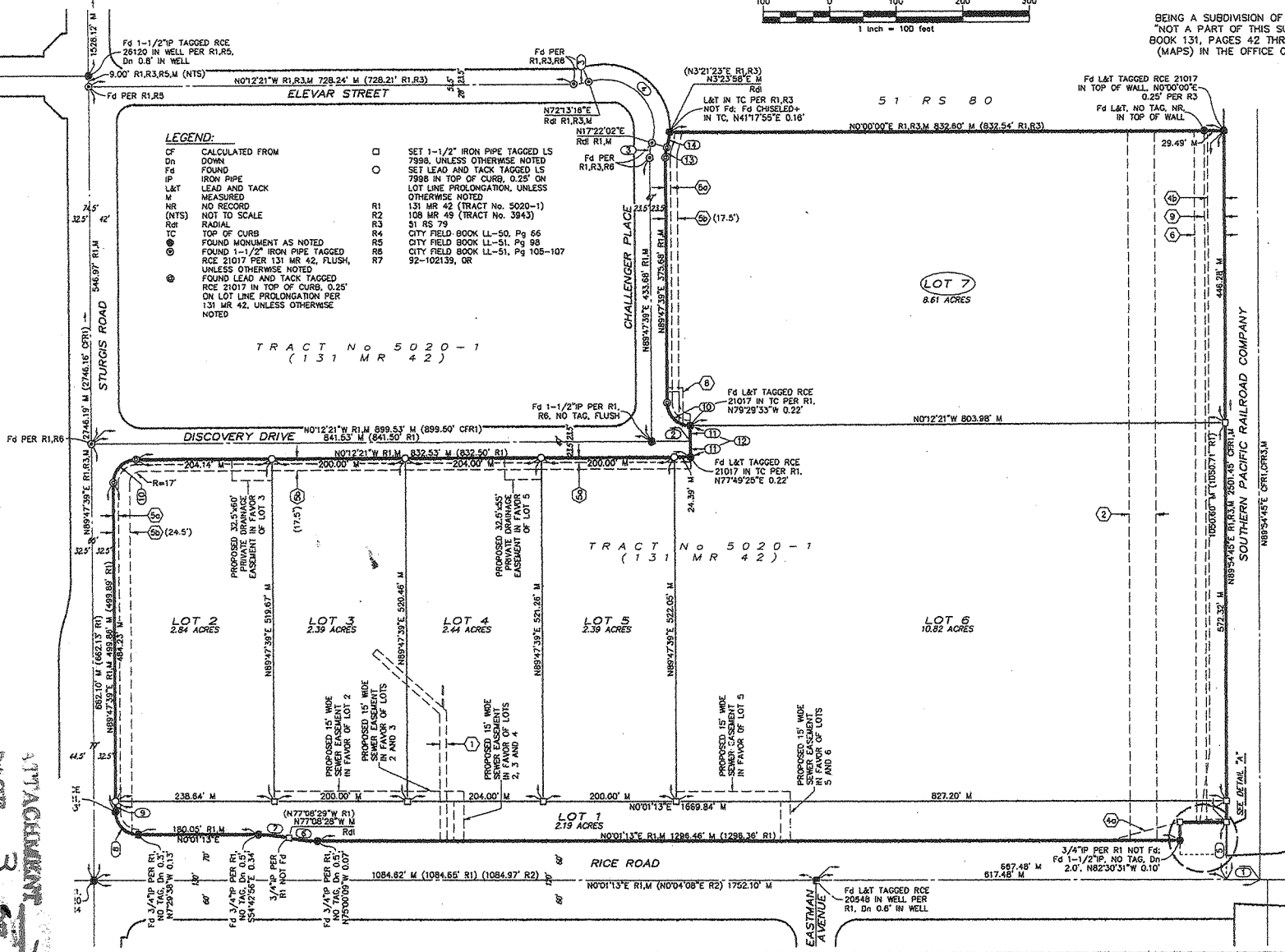
BEING A SUBDIVISION OF THAT CERTAIN PARCEL OF LAND DELINEATED AS
"NOT A PART OF THIS SUBDIVISION" ON TRACT No. 5020-1, RECORDED IN
BOOK 131, PAGES 42 THROUGH 44, INCLUSIVE OF MISCELLANEOUS RECORDS
(MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY.

DECEMBER 2011

LEGEND:

- | | | | |
|-------|---------------------------------|----|-----------------------------------|
| CF | CALCULATED FROM | □ | SET 1-1/2" IRON PIPE TAGGED LS |
| Dn | DOWN | ○ | 7988, UNLESS OTHERWISE NOTED |
| Fd | FOUND | | SET LEAD AND TACK TAGGED LS |
| IP | IRON PIPE | | 7988 IN TOP OF CURB, 0.25' ON |
| L&T | LEAD AND TACK | | LOT LINE PROLONGATION, UNLESS |
| M | MEASURED | | OTHERWISE NOTED |
| NR | NO RECORD | R1 | 131 MR 42 (TRACT No. 5020-1) |
| (NTS) | NOT TO SCALE | R2 | 108 MR 49 (TRACT No. 3943) |
| RS | RADIAL | R3 | 31 RS 79 |
| TC | TOP OF CURB | R4 | CITY FIELD BOOK LL-50, Pg 66 |
| ⊙ | FOUND MONUMENT AS NOTED | R5 | CITY FIELD BOOK LL-51, Pg 98 |
| ⊙ | FOUND 1-1/2" IRON PIPE TAGGED | R6 | CITY FIELD BOOK LL-51, Pg 105-107 |
| ⊙ | RCE 21017 PER 131 MR 42, FLUSH, | R7 | 92-102139, OR |
| ⊙ | UNLESS OTHERWISE NOTED | | |
| ⊙ | FOUND LEAD AND TACK TAGGED | | |
| ⊙ | RCE 21017 IN TOP OF CURB, 0.25' | | |
| ⊙ | ON LOT LINE PROLONGATION PER | | |
| ⊙ | 131 MR 42, UNLESS OTHERWISE | | |
| ⊙ | NOTED | | |

TRACT No 5020-1
(131 MR 42)



LINE/CURVE TABLE:

- 1 N00°13'E 50.00' M
- 2 N01°21'W 58.00' R1,M
- 3 Δ=17°34'23\"/>

BEHNER and CARPENTER, INC
CIVIL ENGINEERS LAND SURVEYORS
508 E. Main Street Santa Paula, CA 93060
(805) 525-3398 FAX: (805) 656-1989

SHEET 3 OF 3 SHEETS

**VERIFICATION OF STATUS:
FINAL MAPS AND IMPROVEMENT PLANS**

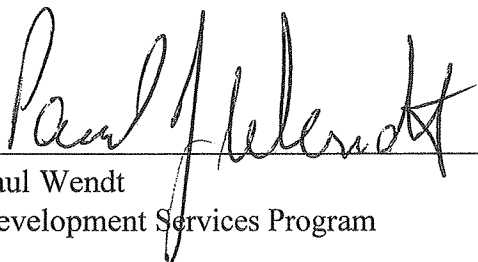
Tract/Parcel Map

Project Location:

TRACT 5885

- ☒ Map requires subdivision improvement agreement.
- ☒ The Development Services Program does not require improvement plans for this development.
- ☐ This Program has reviewed the improvement plans and found them acceptable. Based on our review, we believe these plans comply with the resolution of the Planning Commission and the City Council approving the tentative map for this development.
- ☒ This Program has reviewed the Final Map and Title Sheet and found them acceptable. Based on our review, we believe the map complies with the resolution of the Planning Commission and the City Council approving the tentative map for this development and also with the Subdivision Map Act of the State of California.
- ☒ The Final Map has been signed.

DATE: 2.28.13



Paul Wendt
Development Services Program

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2867

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PZ 11-560-01, TO PREZONE PROPERTY LOCATED AT 1853 CAMINO DEL SOL (APN) 214-0-020-595 TO SINGLE FAMILY RESIDENTIAL (R-1-PD), NEIGHBORHOOD SHOPPING CENTER (C-1), AND COMMUNITY RESERVE (C-R), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY MAULHARDT RF-JW TRUST ET AL, 1853 CAMINO DEL SOL, OXNARD, CA, 93030.

WHEREAS, the owners of the 107-acre unincorporated parcel located at 1853 Camino Del Sol and entirely within the boundaries of the City of Oxnard have filed Annexation Request No. PZ 11-610-01 to be annexed to the City of Oxnard (City); and

WHEREAS, the subject parcel is located within the Northeast Community Specific Plan (NECSP), which is the City adopted specific plan that directs land uses and development on the subject parcel upon annexation to the City; and

WHEREAS, the owners have requested a concurrent pre-zoning of the property to R-1-PD (Single Family Planned Development), C-1 (Neighborhood Shopping Center), and C-R (Community Reserve) as shown on Exhibit A in compliance with and consistent with the NECSP; and

WHEREAS, on May 7, 2013, the City Council certified Final Environmental Impact Report (FEIR) No. 11-01 (SCH #20110 31024) for the East Village Phase III Annexation and rezoning; and

WHEREAS, City Council has carefully reviewed the application filed as PZ 11-560-01 for rezoning for the property located at 1853 Camino del Sol (APN 214-0-020-595), filed by Maulhardt RF-JW Trust et al c/o Richard Maulhardt, Jr; and

WHEREAS, the pre-zoning is found to be consistent with the 2030 General Plan; and

WHEREAS, the City Council has carefully reviewed Planning Commission Resolution No. 2012-23 recommending approval of a rezoning for the subject property; and

WHEREAS, the City Council has held a public hearing and received and reviewed written and oral comments related to the proposed rezoning PZ No. 11-560-01; and

WHEREAS, the parcel is designated R-1-PD (Residential Low Planned Development) except for two areas: 1) the southwest corner is designated C-2-PD (Commercial General Planned Development), and 2) a north-south ribbon and east-west ribbon are designated C-R (Community Reserve); and

WHEREAS, the City Council finds after due study and deliberation that the public interest and general welfare require the adoption of PZ No. 11-560-01 and the rezoning to R-1-PD, C-1, and C-R as described herein and as shown on the PZ No. 11-560-01 Pre-Zone map on file with the City Clerk; and

WHEREAS, Applicants agree, as a condition of adoption of this ordinance at each Applicant's own expense, to indemnify, defend, and hold harmless City and its agents, officers, and employees from and against any claim, action or proceeding to attack, review, set aside, void, or annul the approval of this ordinance or any proceedings, acts, or determination taken, done, or made prior thereto that were part of the approval process.

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

- Part 1. Zone Change No. 11-560-01 (Rezoning) is approved, as shown on the map attached hereto as Exhibit A and incorporated herein by reference.
- Part 2. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. 2867_ was first read on May 7, 2013, and finally adopted on _____, to become effective thirty days thereafter.

PASSED AND ADOPTED this ____ day of _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

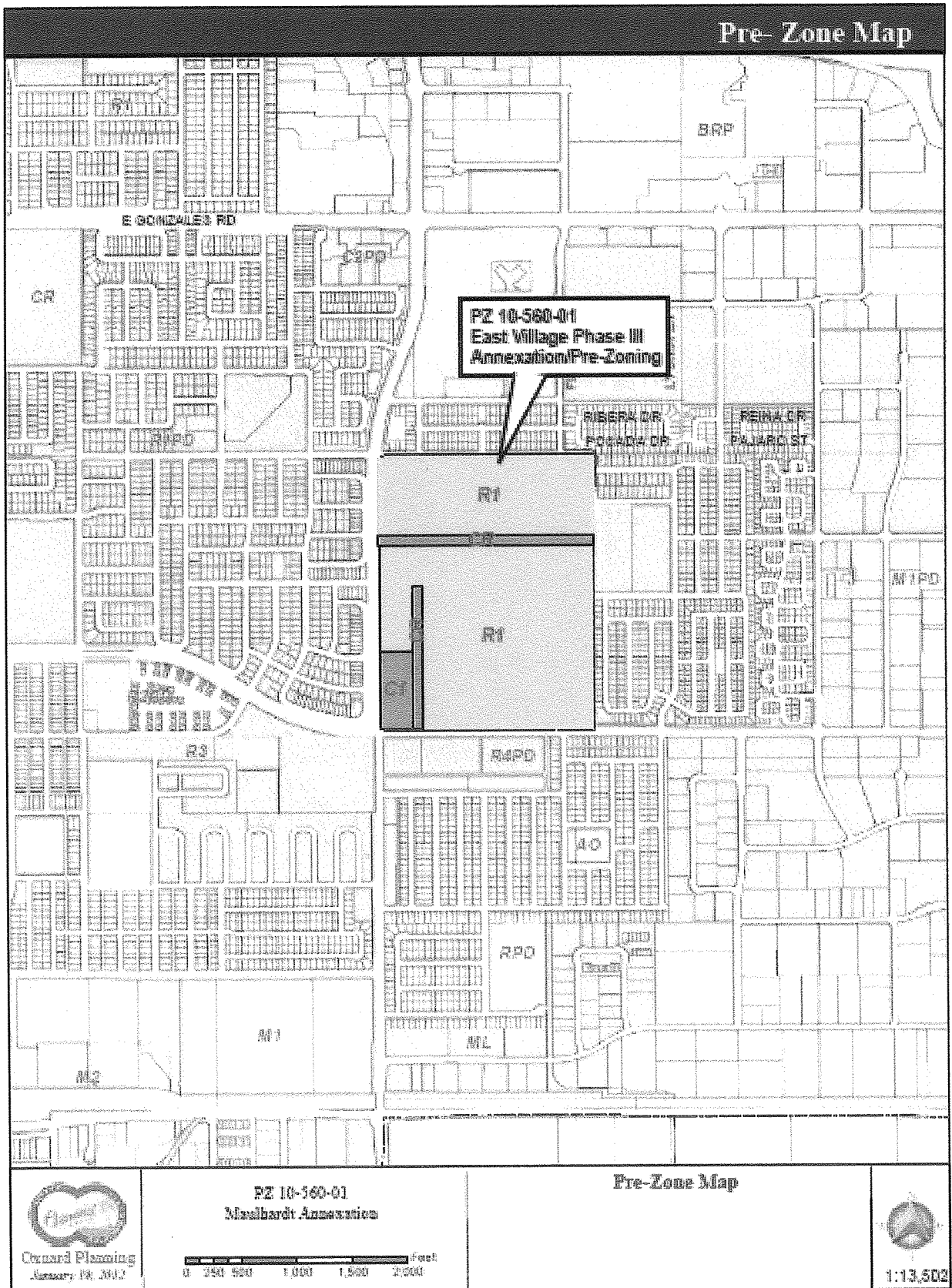
ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

EXHIBIT A





Meeting Date: 05 /14/2013

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

Prepared By: Michael More *mm*Agenda Item No. *I-7*Reviewed By: City Manager *JPP*City Attorney *mt*Finance *jd*

Other (Specify) _____

DATE: May 1, 2013**TO:** City Council**FROM:** James Cameron, Chief Financial Officer
Finance Department *James Cameron***SUBJECT:** Loan from Water Fund to Golf Course Fund**RECOMMENDATION**

That City Council approve a loan agreement by and between the Water Fund and the Golf Course Fund \$1,348,277.

DISCUSSION

As a component of the Fiscal Year 2012-13 budget, City Council authorized a loan from the Water Fund to the Golf Course Fund in the amount of \$1,348,277. The attached loan agreement ("Agreement")(Attachment No.1) memorializes the terms of this arrangement. The Agreement calls for principal and interest payments beginning in Fiscal Year 2016-17 for a period of 10 years. Interest will accrue at the Local Agency Investment Fund ("LAIF") rate until payments on the loan begin, at which time the loan will be amortized at a rate of 3 percent per annum.

FINANCIAL IMPACT

There is no additional financial impact to the loan agreement previously approved by City Council. The Water Fund will be repaid principal and interest on the loan beginning in 2017 over a 10-year period.

MJM

Attachment #1 - Loan Agreement

FINANCIAL AGREEMENT

This Financial Agreement is entered into as of this 1st day of July 2012, by and between the City of Oxnard, a municipal corporation duly organized and validly existing under the laws of the State of California through its Water Enterprise Fund (the "Water Fund") on the one hand, and the City of Oxnard through its Golf Course Enterprise Fund, duly established under the laws of the State of California (the "Golf Course Fund") on the other hand.

RECITALS

WHEREAS, the Water Fund has available funds in unreserved, undesignated fund balances to loan to the Golf Course Fund the sum of One Million Three Hundred Forty Eight Thousand Two Hundred Seventy-Seven Dollars (\$1,348,277) for the Golf Course Fund to meet its projected cash deficit for Fiscal Year 2012-13; and

WHEREAS, such available funds are currently invested earning interest at amounts comparable to the Local Agency Investment Fund ("LAIF") rate of interest; and

WHEREAS, such available funds are projected to remain available; and

WHEREAS, the Golf Course Fund has agreed to pay an interest rate of LAIF from Fiscal Year 2013-14 through Fiscal Year 2014-15 and, upon repayment of the loan beginning in Fiscal Year 2016-16, at a rate of 3% per annum; and

WHEREAS, the Water Fund benefits from the loan by being able to earn a reasonable interest rate on idle funds; and

WHEREAS, the Golf Course Fund benefits from the loan because the funds will allow for continued operations of the golf courses it operates.

AGREEMENT

NOW THEREFORE, the Golf Course Fund and the Water Fund hereby agree as follows:

Section 1 Water Fund Loan to Golf Course Fund

The Water Fund agrees to loan the Golf Course Fund One Million Three Hundred Forty Eight Thousand Two Hundred Seventy-Seven Dollars (\$1,348,277). The loan will accrue simple interest from the date received by the Golf Course Fund at the average interest rate of LAIF. The LAIF rate shall be the average rate for each month ending one month prior to the payment due date. On July 1, 2016, the accrued interest will be added to the balance of the loan and amortized over 10 years. Beginning on July 1, 2016 and ending on full repayment of the loan in July 1,

2026 (Fiscal Year 2026-27), the loan will bear an interest rate of 3 percent per annum with annual payments due every July 1.

Section 2 Fund Repayment of Loan

The Golf Course Fund hereby agrees to repay the Water Fund the principal balance then outstanding, plus interest as set out above unless the Golf Course Fund and the Water Fund have negotiated an extension of the loan pursuant to Section 4 of this Financial Agreement.

Section 3 Prepayment of Loan

Without Penalty, the Golf Course Fund may prepay all or a portion of the principal and interest at any time.

Section 4 Term

The term of this Financial Agreement shall be from July 1, 2012, to June 30, 2027. Payments on the loan shall commence on July 1, 2016 and shall be due once per year every July 1 until the loan is paid off on July 1, 2026. Upon mutual written agreement of the Water Fund and the Golf Course Fund, the term of this loan may be extended.

Section 5 Execution in Counterparts

This Financial Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6 Governing Law

This Financial Agreement shall be interpreted in accordance with the laws of the State of California.

Section 7 Integration

This Financial Agreement constitutes the whole agreement between the parties hereto with respect to the subject matter hereof, and neither party nor any of its agents or employees has made any representation except as specifically provided herein.

Section 8 Amendment

This Financial Agreement may be modified in writing when agreed to by both the Water Fund and Golf Course Fund.

IN WITNESS WHEREOF, the parties hereto have executed and attested the execution of this Financial Agreement as of the date set forth above.

CITY OF OXNARD, through its
Golf Course Enterprise Fund

CITY OF OXNARD, through its
Water Enterprise Fund

Tim Flynn, Mayor

Tim Flynn, Mayor

ATTEST:

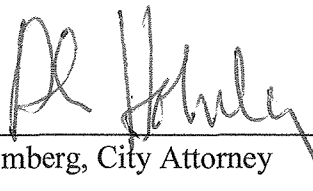
ATTEST:

Daniel Martinez, City Clerk

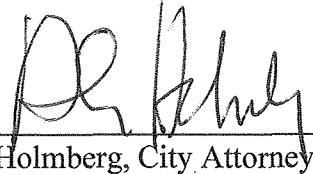
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:



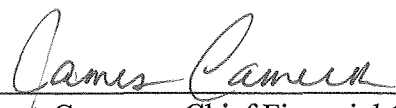
Alan Holmberg, City Attorney



Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:



James Cameron, Chief Financial Officer



James Cameron, Chief Financial Officer



Meeting Date: 05 /14/2013

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

Prepared By: Michael More *MM* Agenda Item No. *I-8*Reviewed By: City Manager *MB* City Attorney *MA* Finance *J.C.* Other (Specify) _____**DATE:** May 1, 2013**TO:** City Council**FROM:** James Cameron, Chief Financial Officer
Finance Department *James Cameron***SUBJECT:** Loan from General Fund to Golf Course Fund**RECOMMENDATION**

That City Council approve a loan agreement by and between the General Fund and the Golf Course Fund in the amount of \$1,738,799.

DISCUSSION

In order to meet the Golf Course Fund's operating deficit through Fiscal Year 2011-12, staff is recommending a loan from the General Fund to the Golf Course Fund in the amount of \$1,738,799. The attached loan agreement ("Agreement")(Attachment No.1) memorializes the terms of this arrangement. The Agreement calls for principal and interest payments beginning in Fiscal Year 2016-17 for a period of 10 years. Interest will accrue at the Local Agency Investment Fund ("LAIF") rate until payments on the loan begin, at which time the loan will be amortized at a rate of 3 percent per annum.

FINANCIAL IMPACT

Since the Agreement consists of a loan that will be repaid to the General Fund, there is no negative financial impact. The General Fund will be repaid principal and interest on the loan beginning in 2017 over a 10-year period.

MJM

Attachment #1 - Loan Agreement

FINANCIAL AGREEMENT

This Financial Agreement is entered into as of this 1st day of July 2012, by and between the City of Oxnard, a municipal corporation duly organized and validly existing under the laws of the State of California through its General Fund (the "General Fund") on the one hand, and the City of Oxnard through its Golf Course Enterprise Fund, duly established under the laws of the State of California (the "Golf Course Fund") on the other hand.

RECITALS

WHEREAS, the General Fund has available funds in unreserved, undesignated fund balances to loan to the Golf Course Fund the sum of One Million Seven Hundred Thirty Eight Thousand Seven Hundred Ninety Nine Dollars (\$1,738,799) for the Golf Course Fund to meet its operating cash deficit through Fiscal Year 2011-12; and

WHEREAS, such available funds are currently invested earning interest at amounts comparable to the Local Agency Investment Fund ("LAIF") rate of interest; and

WHEREAS, such available funds are projected to remain available; and

WHEREAS, the Golf Course Fund has agreed to pay an interest rate of LAIF from Fiscal Year 2013-14 through Fiscal Year 2014-15 and, upon repayment of the loan beginning in Fiscal Year 2016-17 through Fiscal Year 2026-27, at a rate of 3% per annum; and

WHEREAS, the General Fund benefits from the loan by being able to earn a reasonable interest rate on idle funds; and

WHEREAS, the Golf Course Fund benefits from the loan because the funds will allow for continued operations of the golf courses it operates.

AGREEMENT

NOW THEREFORE, the Golf Course Fund and the General Fund hereby agree as follows:

Section 1 General Fund Loan to Golf Course Fund

The General Fund agrees to loan the Golf Course Fund One Million Seven Hundred Thirty Eight Thousand Seven Hundred Ninety Nine Dollars (\$1,738,799). The loan will accrue simple interest from the date received by the Golf Course Fund at the average interest rate of LAIF. The LAIF rate shall be the average rate for each month ending one month prior to the payment due date. On July 1, 2016, the accrued interest will be added to the balance of the loan and amortized over 10 years. Beginning on July 1, 2016 and ending on full repayment of the loan in July 1,

2026 (Fiscal Year 2026-27), the loan will bear an interest rate of 3 percent per annum with annual payments due every July 1.

Section 2 Fund Repayment of Loan

The Golf Course Fund hereby agrees to repay the General Fund the principal balance then outstanding, plus interest as set out above unless the Golf Course Fund and the General Fund have negotiated an extension of the loan pursuant to Section 4 of this Financial Agreement.

Section 3 Prepayment of Loan

Without Penalty, the Golf Course Fund may prepay all or a portion of the principal and interest at any time.

Section 4 Term

The term of this Financial Agreement shall be from July 1, 2012, to June 30, 2027. Payments on the loan shall commence on July 1, 2016 and shall be due once per year every July 1 until the loan is paid off on July 1, 2026. Upon mutual written agreement of the General Fund and the Golf Course Fund, the term of this loan may be extended.

Section 5 Execution in Counterparts

This Financial Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6 Governing Law

This Financial Agreement shall be interpreted in accordance with the laws of the State of California.

Section 7 Integration

This Financial Agreement constitutes the whole agreement between the parties hereto with respect to the subject matter hereof, and neither party nor any of its agents or employees has made any representation except as specifically provided herein.

Section 8 Amendment

This Financial Agreement may be modified in writing when agreed to by both the General Fund and Golf Course Fund.

IN WITNESS WHEREOF, the parties hereto have executed and attested the execution of this Financial Agreement as of the date set forth above.

CITY OF OXNARD, through its
Golf Course Enterprise Fund

CITY OF OXNARD, through its
General Fund

Tim Flynn, Mayor

Tim Flynn, Mayor

ATTEST:

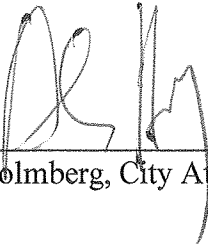
ATTEST:

Daniel Martinez, City Clerk

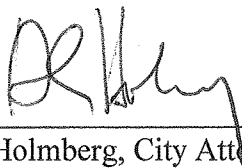
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:



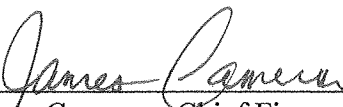
Alan Holmberg, City Attorney



Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:



James Cameron, Chief Financial Officer



James Cameron, Chief Financial Officer



Meeting Date: 05/14/13

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

Prepared By: Michael More, Financial Services Manager Agenda Item No. I-9Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other (Specify) _____**DATE:** May 1, 2013**TO:** City Council**FROM:** Jeri Williams, Police Chief JB
Police Department**SUBJECT:** Authorization for the Lease-Purchase of Police Vehicles**RECOMMENDATION**

That City Council approve a special budget appropriation in the estimated amount of \$619,424 from the Master Equipment Lease Purchase Agreement (A-7211) for the acquisition of various police vehicles in Fiscal Year 2012-13, and authorize such changes to the documents and lease amount as may be necessary to reconcile to the total final cost of the vehicles.

DISCUSSION

In order to maintain safe and reliable vehicles while limiting maintenance costs, the Police Department needs to replace several first responder vehicles which have exceeded their useful lives. Staff is recommending lease purchase financing for the acquisition of the following vehicles:

- Six (6) Chevrolet Caprice V-8 4 door sedans
- Three (3) Chevrolet Tahoe V-8 4 door SUVs
- Four (4) Toyota Tacoma Pickups
- Four (4) BMW Motorcycles

The total cost of the vehicles is approximately \$474,670, and the cost of police equipment is approximately \$144,754.

On September 1, 2009, City Council approved Master Lease Purchase Agreement No. A-7211 ("Lease Purchase") with Bank of America to fund the acquisition of various vehicles and equipment in an amount not to exceed \$10 million. Including the recent draw of \$1.1 million approved on March 26, 2013 for the fire ladder truck, there is approximately \$8.1 million in principal outstanding on this Lease Purchase. Staff is proposing that these police vehicles be financed using this Lease Purchase.

FINANCIAL IMPACT

There will be no General Fund impact in the current Fiscal Year 2012-13. Lease payments will be budgeted beginning in Fiscal Year 2013-14. Annual lease payments to be paid from the General Fund are approximately \$130,440 per year for 5 years, at a fixed annual interest rate of approximately 1.88%.

MM

Attachments

- #1 – Form of Property Schedule
- #2 – Form of Rental Payment Schedule
- #3 – Form of Arbitrage and Tax Certificate
- #4 – Form of Acceptance Certificate
- #5 – Special Budget Appropriation

SCHEDULE OF PROPERTY No. 20

Re: Master Equipment Lease/Purchase Agreement, dated as of October 7, 2009 (the "*Master Equipment Lease*") between Bank of America, N.A and City of Oxnard, California ("*Lessee*")

1. *Defined Terms; Lease; Banc of America Public Capital Corp as Lessor.* Unless otherwise defined herein, all terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease. This Schedule constitutes a "Lease" for all purposes under the Master Equipment Lease, and is by and between Lessee and Banc of America Public Capital Corp, ("BAPCC") a Kansas corporation ("*Lessor*"), an affiliate of Bank of America, N.A. ("*BANA*"). For all purposes under or with respect to this Schedule and any documents or instruments executed and delivered in connection herewith, each reference to "Lessor" contained herein and in the Master Equipment Lease shall be deemed to be a reference to Banc of America Public Capital Corp, as Lessor hereunder. Lessee acknowledges and agrees that the occurrence of an Event of Default under any Lease with Lessor or BAPCC shall constitute an Event of Default under all Leases subject to the Master Equipment Lease.

2. *Equipment.* The following items of Equipment are hereby included under this Schedule of the Master Equipment Lease.

Various Police Cars and Heavy Duty Trucks with related accessories.

3. *Payment Schedule.*

(a) *Rental Payments.* The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit B2. Rental Payments shall commence on the date on which the Equipment listed in this Schedule is accepted by Lessee, as indicated in an Acceptance Certificate substantially in the form of Exhibit E to the Master Equipment Lease or the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Acquisition Fund Custodian, whichever is earlier.

(b) *Purchase Price Schedule.* The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the "Purchase Price" column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that (a) no material adverse change in Lessee's financial condition has occurred since the date of the Master Equipment Lease; (b) the governing body of Lessee has authorized the execution and delivery of this Agreement and the Leases pursuant to Resolution No. 13,602, approved on February 10, 2009; (c) the Equipment described in the Agreement referenced above is essential to the functions of Lessee or to the services Lessee provides its citizens; (d) lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or

proprietary functions consistent with the permissible scope of its authority; and (e) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

6. *Acquisition Amount.* The Acquisition Amount for the Equipment described in this Schedule to be paid to the Vendor is \$619,423.06.

7. *Lease Term.* The Lease Term shall consist of the Original Term and 4 consecutive Renewal Terms, with the final Renewal Term ending on June 1, 2018.

9. *Purchase Option Commencement Date.* For purposes of Section 10.01 of the Lease, the Purchase Option Commencement Date is May 22, 2013.

10. *Utilization Period Expiration.* The Utilization Period Expiration is August 31, 2013.

11. *Maximum Equipment Cost.* The Maximum Equipment Cost approved on a cumulative basis under the Lease for this Schedule and all previous Schedules is \$4,000,000.00

12. *Contract Rate.* The Contract Rate for this Schedule is 1.880%.

13. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

- | | | |
|-----|--------------------------|--|
| (a) | <u>Registered Owner:</u> | City of Oxnard, California |
| (b) | <u>Lienholder:</u> | Banc of America Public Capital Corp
2059 Northlake Parkway, 4 th Floor South
Mail Code: GA3-003-04-01
Tucker, GA 30084 |

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the term of the Lease.

All costs associated with the registration and licensing of the Equipment will be for the account of the Lessee.

Dated: _____

LESSOR:

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contracts Administration

LESSEE:

City of Oxnard, California
300 W. Third Street #202
Oxnard, CA 93030
Attention: _____

By: _____

Name: _____

Title: Authorized Agent

By: _____

Name: _____

Title: _____

(Seal)

Attest:

By: _____

Name: _____

Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT B2**RENTAL PAYMENT SCHEDULE NO. 20****5 YEAR TERM**

Rental Payment Number	Rental Payment Date	Rental Payment Amount	Interest Portion 1.8800%	Principal Portion	Balance
0	5/22/2013	-	-	-	619,423.06
1	12/1/2013	65,220.01	6,113.71	59,106.31	560,316.75
2	6/1/2014	65,220.01	5,266.98	59,953.04	500,363.72
3	12/1/2014	65,220.01	4,703.42	60,516.59	439,847.12
4	6/1/2015	65,220.01	4,134.56	61,085.45	378,761.67
5	12/1/2015	65,220.01	3,560.36	61,659.65	317,102.02
6	6/1/2016	65,220.01	2,980.76	62,239.25	254,862.76
7	12/1/2016	65,220.01	2,395.71	62,824.30	192,038.46
8	6/1/2017	65,220.01	1,805.16	63,414.85	128,623.61
9	12/1/2017	65,220.01	1,209.06	64,010.95	64,612.65
10	6/1/2018	65,220.01	607.36	64,612.65	0.00
TOTAL		652,200.14	32,777.08	619,423.06	

Prepayment Premium for purposes of Section 10.01 (a) is 0%.

For purposes of this Lease, "Taxable Rate", with respect to the interest component of Rental Payments, means an annual rate of interest equal to 2.9328%.

LESSEE: CITY OF OXNARD, CA

By: _____

Name: _____

Title: _____

ARBITRAGE AND TAX CERTIFICATE
(Non Escrow Transaction)

We, the undersigned _____ of the City of Oxnard, California (the "Issuer") and the officers of the Issuer, do hereby certify that this Certificate is issued pursuant to Sections 1.141-1 through 1.141-16, 1.148-0 through 1.148-11, 1.150-1 and 1.150-2 of the Treasury Regulations (the "Regulations") promulgated pursuant to the Internal Revenue Code of 1986, as amended (the "Code"), to set forth the Issuer's reasonable expectations on the date of issue of the obligations of the Issuer under that certain Lease/Purchase Agreement (as hereinafter defined) and as to future events regarding the amount and use of the proceeds thereof.

The Lease/Purchase Agreement

1. Each of the undersigned is charged, together with other officials and officers, with the responsibility for entering into the \$619,423.06 Schedule of Property No. 20, dated as of May 22, 2013 (the "Schedule") between the Issuer and Banc of America Public Capital Corp (the "Lessor"), which Schedule incorporates by reference the terms of that certain Master Equipment Lease/Purchase Agreement, dated as of October 7, 2009 (the "Master Lease"), by and between the Issuer and Bank of America, N.A., an affiliate of Lessor (the Schedule and the Master Lease are collectively referred to herein as the "Lease/Purchase Agreement"). The Lease Purchase Agreement is authorized pursuant to laws of the State of California, and a resolution adopted by the Issuer on February 10, 2009 (the "Resolution"). This certificate shall constitute a document related to the Lease/Purchase Agreement.

2. The Lease/Purchase Agreement is being entered into to finance the cost of certain Equipment described in the Lease/Purchase Agreement. As contemplated by the Lease/Purchase Agreement, the Lessor will fund the Equipment Cost to the vendors thereof and will lease the Equipment back to the Issuer, and the Issuer will agree to make rental payments under the Lease/Purchase Agreement (the "Rental Payments") to the Lessor. The Equipment will be used for a corporate and public purpose of the Issuer.

Proceeds

3. The Issuer will receive from the Lessor as a result of the financing of the Equipment as contemplated by the Lease/Purchase Agreement \$619,423.06 (the "Equipment Proceeds"). The Equipment Proceeds shall be immediately used for the acquisition of the Equipment or to reimburse the Issuer for the cost of purchasing the Equipment, which purchase did not occur more than sixty (60) days prior to the adoption of the Resolution by Issuer. No investment of the Equipment Proceeds is expected.

4. The total cost of the Equipment is anticipated to be equal to the Equipment Proceeds. It is not anticipated that any proceeds from the issue will be used to pay the expenses of issuing the Lease/Purchase Agreement obligations.

Equipment

5. The Equipment Proceeds and anticipated investment earnings on such proceeds do not exceed the amount necessary to complete the acquisition of the Equipment.

6. The Issuer represents that the Equipment will not be used in such a manner so as to cause the Lease/Purchase Agreement to constitute "private activity bonds" as defined in Section 141(a) of the Code and Sections 1.141-0 through 1.141-16 of the Regulations.

7. All Equipment financed by the Lease/Purchase Agreement will be owned by the Issuer in accordance with Section 141 of the Code. The Issuer represents and covenants that while the Lease/Purchase Agreement is in effect, it will not sell, lease or otherwise dispose of any portion of the Equipment, except that a portion of the Equipment may be disposed of in the normal course such as by reason of obsolescence and normal wear and tear; without providing to the Lessor an opinion of bond counsel that such sale, lease or other disposition will not adversely affect the exclusion of the interest portion of the Rental Payments made under the Lease/Purchase Agreement from the gross income of the Lessor for federal income tax purposes.

Yield

8. The Issuer represents that no other obligations of the Issuer (1) were or will be sold within 15 days of the lease of the Equipment as contemplated by the Lease/Purchase Agreement; (2) are being sold pursuant to a plan of financing common with the sales contemplated by the Lease/Purchase Agreement; and (3) are payable from substantially the same source of funds as the Lease/Purchase Agreement.

9. For purposes of this Certificate, "yield" means yield computed by the actuarial method using a 360-day year and semi-annual compounding, resulting in a discount rate which, when used in computing the present worth of all payments of principal and interest to be paid on an obligation, produces an amount equal to the issue price, fair market value, present value or purchase price thereof, as applicable, and is determined in all respects in accordance with Section 148 of the Code and the Regulations.

10. As of the Closing Date, the Issuer expects that the purchase price of \$619,423.06 is the issue price of the obligations under the Lease/Purchase Agreement to the public (excluding bond houses, brokers and other intermediaries). Based upon such price, the Issuer expects the yield on the Lease/Purchase Agreement to be computed as 1.8800%.

Arbitrage Certifications

11. There are no funds or accounts established with respect to the Lease/Purchase Agreement or the Equipment. No sinking fund has been established in connection with the payment of the principal of and interest under the Lease/Purchase Agreement, and no other similar fund or reserve or replacement fund has or will be created or established, nor does the Issuer expect to create or establish such a fund. The Issuer will pay Rental Payments directly to the Lessor on the due dates thereof.

12. The Lease/Purchase Agreement has a weighted average maturity of 2.815 years. As of the Closing Date, the Issuer expects that the term of the Lease/Purchase Agreement is not longer than reasonably necessary for the governmental purpose of the Lease/Purchase Agreement. As of the Closing Date, the Issuer does not expect to have available amounts (within the meaning of Section 1.148-1(c)(4) of the Regulations) during the period in which the Lease/Purchase Agreement is in effect.

13. The Issuer acknowledges its rebate obligations under Section 148 of the Code. The Issuer will maintain such records as to the investments and earnings on the Equipment Proceeds as may be necessary and appropriate to determine the amount, if any, that it is required to rebate to the U.S. Treasury because the earnings on such investments exceed the amount that would have been earned if such proceeds had been invested at the yield payable as the interest portion of the Rental Payments on the Lease/Purchase Agreement. In the event that the Issuer invests any of the Equipment Proceeds or any investment proceeds in investments that have a yield in excess of 1.8800%, the Issuer agrees to retain a rebate advisor to assist the Issuer in complying with Section 148 of the Code. The Issuer will make the calculations of its liability, file such reports and make any required payments at the time or times as are now or may hereafter be prescribed under Section 148 (or a successor provision) of the Code.

14. Except as expressly permitted hereunder, the Issuer will not use any gross proceeds of the Lease/Purchase Agreement to acquire investments with a yield considered as a class higher than the yield payable as the interest portion of the Rental Payments on the Lease/Purchase Agreement or to replace funds which are used to directly or indirectly acquire investments with a yield higher than the yield payable as the interest portion of the Rental Payments on the Lease/Purchase Agreement.

15. The Lease/Purchase Agreement is not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code or the Regulations (a) enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage; or (b) overburdening the market for tax-exempt obligations.

Miscellaneous

16. The Lease/Purchase Agreement will not be federally guaranteed within the meaning of Section 149(b) of the Code.

17. The Issuer shall file or cause to be filed, the requisite Form 8038-G on or before the 15th day of the second month after the calendar quarter in which the Lease/Purchase Agreement is executed. The Issuer has reviewed the Form 8038-G prepared for the Lease/Purchase Agreement and all of the information contained therein is, to the best of the Issuer's knowledge, true and complete.

18. At least 85% of the net Equipment Proceeds of the Lease/Purchase Agreement will be allocated to expenditures for the Project no later than three years from the date hereof and therefore not more than 50% of the proceeds of the Lease/Purchase Agreement will be invested

in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more.

19. The Issuer has not received notice of deficiency or other notice from the Internal Revenue Service, the Department of Treasury or any other governmental agency or department challenging or questioning in any way the status of the interest portion of the Rental Payments as being excludable from gross income for federal income tax purposes, nor has the Issuer been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer that may not enter into the type of lease/purchase transaction as contemplated here.

On the basis of the foregoing facts, estimates and circumstances in existence on the date hereof it is not expected that the proceeds of the Lease/Purchase Agreement will be used in a manner that would cause the Lease/Purchase Agreement to be "arbitrage bonds" under Section 148 of the Code and the Regulations. To the best of our knowledge and belief there are no other facts, estimates or circumstances which would materially change such expectations.

Dated this 22nd day of May, 2013, the same being the date of delivery of and payment for the Lease/Purchase Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands.

City of Oxnard, California

By: _____

Name: _____

Title: _____

ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. 20 dated as of May 22, 2013 by and between Banc of America Public Capital Corp, as Lessor and City of Oxnard, as Lessee, incorporating the terms of that certain Master Equipment Lease/Purchase Agreement, dated as of October 7, 2009 by and between Bank of America N.A., and Lessee

Ladies and Gentlemen:

In accordance with the Master Equipment Lease/Purchase Agreement (the "*Agreement*"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "*Schedule*") has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: _____

LESSEE:
City of Oxnard, California

By: _____

Name: _____

Title: _____

(Seal)

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Finance
 Project/Program
 Manager: Mike More

Date: May 14, 2013

Phone: x7480

Reason for Appropriation:

Lease/purchase for the acquisition of various police vehicles.

Accounts and Descriptions

AMOUNT

Fund: 2009 LEASE PURCHASE EQUIP (313)

Revenues/Transfers In

NON-PROGRAM (1001)

313-1001-712.79-52 PROCEEDS FROM BORROWING / LINE OF CREDIT FINANCING 619,424

Sub-total Revenues 619,424

Expenditures/Transfers Out

COMMUNITY PATROL (2001)

313-2001-826.86-06 CAPITAL OUTLAY / MACHINERY AND EQUIPT.-NEW 619,424

Sub-total Expenditures 619,424

Net Change to Fund Balance 0

Net Appropriation Change 0

Approvals

Department Director James Cameron

Chief Financial Officer James Cameron

City Manager _____

ATTACHMENT NO. 5
 PAGE 1 OF 1



Meeting Date: 05 / 14 / 13

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

Prepared By: L.B. Balderrama, City EngineerAgenda Item No. I-10Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Public Works**DATE:** May 1, 2013**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director [Signature]**SUBJECT:** Approval of Award of Contract No. A-7584 to Speiss Construction Company, Inc. for PW12-17 Effluent Sampling Facilities Project for the City's Wastewater Treatment Plant

RECOMMENDATION

That City Council approve and authorize the Mayor to execute Contract A-7584 with Speiss Construction Company, Inc. in the amount of \$1,280,450.00 for the Effluent Sampling Facilities Project for the City's Wastewater Treatment Plant.

DISCUSSION

On March 4, 2010, the California Regional Water Quality Control Board (CRWQCB) issued an amendment to the existing wastewater treatment plant National Pollutant Discharge Elimination System (NPDES) permit to allow and include the Reverse Osmosis (RO) concentrate discharge from the Advanced Water Purification Facility (AWPF). The AWPF is currently in its final stages of construction. The CRWQCB imposed new requirements on the City to address the combined effluents of the existing wastewater treatment plant and the Reverse Osmosis Concentrate (ROC) from the new AWPF for sampling and monitoring of the combined discharge to the ocean. The amended NPDES permit requires the City to design and construct a sampling station that physically combines and properly mixes the two distinct flows, and allows for direct sampling and monitoring for permit compliance.

The City Council approved the plans and specifications and authorized the solicitation of bids for the PW12-17 Effluent Sampling Facilities to be built at the City's Wastewater Treatment Plant on June 26, 2012. A public bid solicitation was advertised in the authorized local papers on January 24, 2013 and opened to the public on January 28, 2013. The project was also posted on several public web sites and with several public plan rooms. The public bid window for the project ran from January 24, 2013 to March 6, 2013 when the City received four (4) bids that were publicly opened in the Council Chambers by staff. Following review of bid documents by Procurement staff, Public Works Wastewater staff and the Contract Compliance Review Committee to assure proper licenses, references, qualifications and no debarments were found, Spiess Construction Company, Inc. was verified to be the lowest responsible responsive bidder.

**Approval of Award of Contract No. A-7584 to Speiss Construction Company, Inc. for PW12-17
Effluent Sampling Facilities Project for the City's Wastewater Treatment Plant**

May 1, 2013

Page 2 of 2

FINANCIAL IMPACT

Funds for this project are provided by the 2010 Series Water Revenue Bonds and Title 16 Federal Bureau of Reclamation Grant from Advanced Water Purification Facility Project No. 066010.

MH/pcf

Attachment #1 - Agreement No. A-7584

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

DATE OF CONTRACT: May 14, 2013
SPECIFICATION NUMBER: PW12-17
NAME OF CONTRACTOR: Spiess Construction Company, Inc.
ADDRESS: P. O. Box 2849 / 1110 E. Clark Ave., #210
Santa Maria, CA 93457 / 93455
Phone: 805-937-5859 Fax: 805-934-4432

PROJECT DESCRIPTION: Oxnard Effluent Sampling Facilities – The City of Oxnard, CA (City) is constructing facilities at the Oxnard Wastewater Treatment Plant (OWTP) that will combine samples of discharges from the OWTP and the City's Advanced Water Purification Facility (AWPF) so that the well co-mingled and blended samples represent the total effluent flow being discharged through the City's ocean outfall. These facilities are being constructed in accordance with the effluent monitoring requirements of the City's discharge permit, as established by the California Regional Water Quality Control Board, Los Angeles Region. The sampling facilities include modifications at the OWTP Chlorine Contact Tank (CCT), the OWTP Eastern Trunk Pump Station (ETPS) and tie-in to the 20-inch Reverse Osmosis Concentrate (ROC) pipeline within the Perkins Road Right-of-Way (ROW), which transmits discharge from the AWPF to the ocean outfall. The Project includes all civil, mechanical, structural, electrical, instrumentation & controls and miscellaneous work for a complete and operable effluent sampling system as identified in the Contract Documents.

This is a contract for Public Work, as defined in Chapter 1 of Part 7 of Division 2 of the Labor Code, to which Labor Code Section 1771 applies. In providing services under this Contract, Contractor shall comply with all applicable laws, ordinances and regulations, including the laws contained in Sections 1720 through 1861 of the California Labor Code. Contractor shall pay prevailing wages to all workers employed to provide services under this Contract.

This contract is made at Oxnard, California, as of this May 14, 2013, between the City of Oxnard, called herein the "City", and the above-named Contractor for the construction of the Capital Improvement Project described herein. The parties hereto agree as follows:

1. CONTRACT PRICE

Contractor shall perform the work described and the City shall pay the Contractor, in full payment for said work, the following sums for the following items:

See attached proposal bid schedule, which is made a part of this contract.

Total: \$1,280,450.00

The above sums include all taxes and the costs of any required bonds.

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

2. PAYMENT SCHEDULE

The City will pay the Contractor the contract price in accordance with Section 9.3 of the Standard Specifications for Public Works Construction or in accordance with the following schedule if specified.

The Contractor may replace any payments retained by the City with securities in the same amount and the Contractor shall be the beneficial owner of said securities and interest earned (See Public Contract Code, Section 22300).

City shall make the final payment to Contractor by releasing amounts retained from progress payments made to Contractor. Such payment shall be made no earlier than 35 days, and no later than 60 days, after the project completion date indicated on the Notice of Completion for the Project. City shall withhold from such payment 125% of amounts claimed in stop notices filed in connection with the Project and 150% of amounts in dispute between City and Contractor.

3. THE WORK

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to, and shall perform and complete in a good, safe and workmanlike manner, the work generally described as follows:

Oxnard Wastewater Treatment Plant Effluent Sampling Facilities: Furnish and install all equipment, labor, materials, appurtenances, specialty items, and services for complete and operable Oxnard Wastewater Treatment Plant Effluent Sampling Facilities as specified and shown in the Contract Documents and as generally summarized below. The summary provided below is for the CONTRACTOR'S convenience only. The full extent of the Work to be completed by the CONTRACTOR is described in the Contract Documents.

a. Chlorine Contact Tank Secondary Effluent Sample Pumping Facility: Furnish and install all equipment, labor, materials, appurtenances, specialty items, and services for complete and operable systems to the components of the Chlorine Contact Tank Secondary Effluent Sample Pumping Facility, which includes, but is not necessarily limited to, the following:

- 1) Removal and disposal of existing equipment, piping and appurtenances at the Chlorine Contact Tank.
- 2) Removal and disposal of concrete slabs and equipment pads at and around the Chlorine Contact Tank.
- 3) Removal and disposal of existing electrical cable from the Chlorine Contact Tank to the motor control center located in the Generator Building and cleaning of existing conduit runs for installation of new power and control cables.
- 4) Furnishing and installation of new Secondary Effluent Sample Pumps and appurtenances

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

at the Chlorine Contact Tank, including all concrete equipment pad rehabilitation and pump base plates.

- 5) Furnishing and installation of new secondary effluent sample pump piping, supports, valves and appurtenances.
- 6) Modifications to existing sodium bisulfate and 3WHP (non-potable) water piping, valves and appurtenances.
- 7) New concrete slab, pipe trench, piping, supports, grating and appurtenances adjacent to the Chlorine Contact Tank.
- 8) New motor controls and appurtenances for the Secondary Effluent Sample Pumps to be located at the motor control center at the Generator Building including installation of all necessary power and control wiring.
- 9) New Secondary Effluent Sample Pump controls located at the Generator Building motor control center and at the Chlorine Contact Tank.
- 10) Field mounted instrumentation located at the Chlorine Contact Tank.
- 11) Site Improvements, including but not limited to, repair and replacement of asphalt and concrete roadways and curbs within the Oxnard Wastewater Treatment Plant site and the Perkins Road right-of-way.
- 12) Repair of handrail at the Chlorine Contact Tank.
- 13) Replacement of Site Landscape and Irrigation as required based on installation of new yard piping.
- 14) Modification of 3WHP (non-potable water) piping at the Chlorine Contact Tank.
- 15) New force mains from the Secondary effluent Sample Pumps to the Sampling Facilities located at the Eastern Trunk Pump Station, including air release stations and flushing stations.
- 16) Installation of new supports for existing electrical and control cable distribution boxes at the Chlorine Contact Tank.
- 17) Modifications to drainage lines around the Chlorine Contact Tank to accommodate new concrete pad and pipe trench.

b. Existing Eastern Trunk Pump Station Modifications: Furnish all equipment, materials, and labor required for complete and operable modifications to Effluent Sampling Facilities at the Eastern Trunk Pump Station, which includes, but is not necessarily limited to, the following:

- 1) Removal and disposal of existing pumps, motors, drives, shafts, checker plate at pump and shaft openings and appurtenances.
- 2) Removal and disposal of pump suction and discharge piping, valves and appurtenances.
- 3) Removal and disposal of pump seal water system including all associated tanks, pumps, piping, valves and appurtenances.
- 4) Relocation of existing conduit, power outlets, service boxes and other electrical and control appurtenances in the Eastern Trunk Pump Station as required in order to avoid interferences with the Work.
- 5) Removal and disposal of bubbler panels, supports, conduit, piping and

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

- appurtenances.
- 6) Removal and disposal of variable speed controllers, panels, supports, conduit and wire.
 - 7) Modifications to existing control panel, including all programming for a complete and operable control system for the sample metering pumps, sampler, analyzers, field instruments and appurtenances.
 - 8) Furnish and installation of new motor control center, conduit, wiring and appurtenances to service new pumps and controls in the Eastern Trunk Pump Station
 - 9) Furnish and install new checker plate over floor openings at existing pump and shaft locations.
 - 10) Furnish and installation of new sump pumps, controls, moisture detection system, piping, valving and appurtenances including all electrical and control conduit and wiring.
 - 11) Furnish and installation of drain piping, clean-outs, supports and appurtenances.
 - 12) Modifications to existing motor control center in the Eastern Trunk Pump Station for tie-in of new motor control center for pumps and equipment to be serviced by standby power feed.
 - 13) Furnish and installation of blended sample tank, piping, valving, seismic supports and field instruments.
 - 14) Furnish and installation of automatic composite sampler, piping, tubing, valves, power and control conduit and wiring and seismic supports.
 - 15) Furnish and installation of chlorine residual and turbidity analyzers including all support panels, anchoring, piping, valves, tubing, pumps, and power and control conduit and wiring.
 - 16) Furnish and installation of Reverse Osmosis Concentrate skid mounted sample pumps (two pumps mounted on one skid) including suction and discharge piping, valves, supports, equipment pads, controls, field instruments and power and control cable and wiring.
 - 17) Furnish and installation of Secondary Effluent Sample Pump skid mounted metering pumps (one skid per metering pump and accessories) including suction and discharge piping, valves, supports, equipment pads, controls, field instruments and power and control cable and wiring.
 - 18) Furnish and installation of Reverse Osmosis Concentrate sample tank including piping, valves, field instruments, equipment pad, and seismic supports.
 - 19) Furnish and installation of Secondary Effluent sample tank including piping, valves, field instruments, equipment pad, and seismic supports.
 - 20) Furnish and installation of sample pump flow meters and static mixer including all supports, flow indicator/transmitters, power and control conduit and wiring.
 - 21) Furnish and installation of potable water service piping including all valves, hose bibs and supports.
 - 22) Furnish and installation of sampling facility drain and sump pump discharge from

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

Eastern Trunk Pump Station to existing Vortex Structure including mechanical type seals at wall penetrations, traps, vents and backflow check valves.

- 23) Repair and patch damaged concrete on intermediate floor of the Eastern Trunk Pump Station

c. Reverse Osmosis Concentrate Pipeline Tie-in: Furnish all equipment, materials, and labor required for complete and operable modifications and tie-in to the 20-inch Reverse Osmosis Concentrate Pipeline, which includes, but is not necessarily limited to, the following:

- 1) Tie-in of 4-inch HDPE Reverse Osmosis Concentrate sample line to existing 20-inch ROC line including 8-inch saddle connection, fittings, piping and valve.
- 2) Transition to 4-inch HDPE sample line to Eastern Trunk Pump Station including all piping, fittings, trenching, bedding, backfill, compaction, roadway repairs and protection of existing underground utilities and structures in place.
- 3) Manhole access structure, isolation valves, flushing connections and shutoff valves and appurtenances to serve HDPE sample line including excavation, base material, base structure, manhole section(s), manhole access cover and appurtenances.

d. Saw cutting, removal, and disposal of existing reinforced concrete and asphalt roadways at the existing Oxnard Wastewater Treatment Plant and Perkins Road right-of-way areas required for the installation of new pipes and conduits and the removal of existing pipes and conduits.

e. Repair and replacement of existing reinforced concrete and asphalt roadways at the existing Oxnard Wastewater Treatment Plant and Perkins Road right-of-way areas that have been impacted by the installation of new piping, conduit and other structures and appurtenances that have been furnished and installed as a part of the Work.

f. Temporary and permanent relocation of buried piping and utilities beneath the existing reinforced concrete and asphalt roadways at the Oxnard Wastewater Treatment Plant and Perkins Road right-of-way including coordination and staging of construction to avoid interference with continued and safe operation of existing facilities.

g. Review of all available record drawings and underground utility information and undertake potholing and hand digging of new pipeline alignments in order to identify any and all interferences with existing underground piping, utilities and structures that interfere with the Work. Prior to initiating installation of new pipelines, conduits, structures or other utilities and appurtenances where field investigations have identified interferences with the Work, submit proposed realignment information and details to the ENGINEER and OWNER as required and in accordance with the Contract Documents in order to avoid interferences that have been identified by the CONTRACTOR in the field.

h. Provide start-up services for all systems and subsystems furnished and installed as a part of the Work.

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

4. CONTRACT DOCUMENTS

The complete contract consists of all the following which are specifically incorporated herein by reference:

- (A) The Notice Inviting Bids
- (B) This Contract - Number A-7584
- (C) Addenda – Numbers Three (3)
- (D) Specification Number PW12-17
- (E) Plans or Drawing Number 12-15A
- (F) Contractor's Bid Proposal and List of Subcontractors
- (G) Performance and Payment Bonds as required by the specifications and applicable law. Unless otherwise specified, each such bond shall be 100 percent (100%) of the contract price.
- (H) Insurance as required by the specifications and applicable law
- (I) All applicable wage determinations, safety and health regulations, non-discrimination provisions and labor standards, including, but not limited to, such items enumerated in the specifications and addenda thereto. If this Contract is federally assisted, attached HUD Form 4010 shall apply.

The Contractor by signing hereunder acknowledges he has reviewed all the foregoing documents and agrees with the requirements, conditions and covenants contained therein.

5. NOTICE OF THIRD PARTY CLAIM

Within five days of the date that the Contractor receives any third-party claim relating to this contract, the Contractor shall provide written notice thereof and a copy of the claim to the City's Public Works Director.

6. TIME OF COMPLETION

The time limit for the completion of the work is for the Effluent Sampling Facilities tested and successfully placed in operation by November 1, 2013. Work to begin 10 calendar days after the Notice to Proceed is mailed or otherwise given to the Contractor.

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

CITY OF OXNARD

TIM FLYNN, MAYOR

CONTRACTOR:

SPIESS CONSTRUCTION COMPANY, INC.



SCOTT A. COLEMAN, PRESIDENT

ATTEST

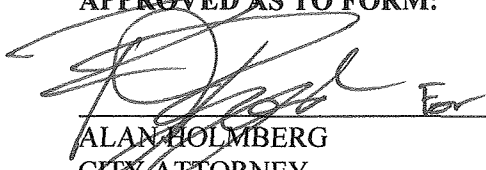
DANIEL MARTINEZ, CITY CLERK

APPROVED AS TO INSURANCE:



JAMES CAMERON
RISK MANAGER

APPROVED AS TO FORM:



ALAN HOLMBERG
CITY ATTORNEY

DEPARTMENTAL APPROVAL AS TO CONTENT AND AMOUNT:



ANTHONY EMMERT
PW WATER RESOURCES MANAGER



ROB ROSHANIAN
INTERIM PUBLIC WORKS DIRECTOR

APPROVED AS TO AMOUNT:



KAREN R. BURNHAM, INTERIM CITY MANAGER

CITY OF OXNARD
SPECIFICATION NUMBER GS09-21

CERTIFICATE OF COMPLIANCE
STATE AND LOCAL REQUIREMENTS

The following certifications are required by city ordinance or state law and must be filed with the City prior to final execution of the contract. The contractor shall submit original signed copies of certifications for the contractor and all covered sub-contractors.

1. CERTIFICATION OF NON-SEGREGATED FACILITIES – (REQUIRED FOR ALL CONTRACTS EXCEEDING \$10,000 AND FOR ALL FEDERALLY-FINANCED PROJECTS).

I certify that I do not and will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not and will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the equal opportunity clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I agree that (except where I have obtained identical certifications from proposed contractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from provisions of the equal opportunity clause, and that I will retain a copy of these certifications in my files.

2. CERTIFICATION REGARDING WORKERS'S COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

SPIESS CONSTRUCTION Co., INC.
FIRM/COMPANY NAME

Scott A. Coleman
SIGNATURE OF
AUTHORIZED REPRESENTATIVE

SCOTT A. COLEMAN, PRESIDENT
NAME AND TITLE OF
AUTHORIZED REPRESENTATIVE

02 APRIL 2013
DATE OF EXECUTION

**CITY OF OXNARD
SPECIFICATION NUMBER PW12-17**

BOND #105851778

**PAYMENT BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE**

The City of Oxnard, on May 14, 2013 awarded to Spiess Construction Co., Inc.
("Principal"), the contract of which a copy is attached hereto and made a part hereof for the work
described as follows: Effluent Sampling Facilities

Now, therefore, Principal and Travelers Casualty and Surety Company of America
("Surety") agree to be bound to the City of Oxnard in the sum of One Million Two Hundred Eighty Thousand
Four Hundred Fifty & 00/100s---
Dollars (\$1,280,450.00, or such greater sum as the contract may be amended to provide as payment to
Principal, for the payment of which Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally.

This payment bond ("bond") is such that if Principal or its subcontractors shall fail to pay any of the
persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance
Code with respect to work or labor performed by any such claimant under the contract, or for any amount
required to be deducted, withheld, and paid over to the Employment Development Department from the
wages of employees of Principal or its subcontractors pursuant to Section 13020 of the Unemployment
Insurance Code, with respect to such work and labor, then Surety will pay for the same, in or to an
amount not exceeding the amount hereinabove set forth, and also will pay to the City of Oxnard, in case
suit is brought against the City of Oxnard upon this bond or upon Principal's failure to pay such amounts,
costs of suit and such reasonable attorneys' fees, if any, as are fixed by the court.

Further, this bond inures to the benefit of any persons named in Section 3181 of the Civil Code so as to
give a right of action to such persons or their assigns in any suit brought upon this bond.

Further, Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract, the amount to be paid to Principal, the work to be
performed thereunder, or to the plans or specifications accompanying the same shall in any wise affect
Surety's obligations on this bond, and Surety does hereby waive notice of any such change, extension of
time, alteration or addition.

**CITY OF OXNARD
SPECIFICATION NUMBER PW12-17**

**PAYMENT BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE**

Further, the final payment pursuant to the contract between the City of Oxnard and Principal shall not abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Further, this bond shall remain in full force and effect for six months following the applicable period for filing stop notices as set forth in Section 3184 of the Civil Code.

In witness whereof, principal and surety have executed this document this 1st day of April, 2013.

Spiess Construction Co., Inc.

PRINCIPAL

BY


(SEAL) SCOTT A. COLEMAN, PRESIDENT

Travelers Casualty and Surety Company of America

SURETY

BY


(SEAL) Erin Bautista,
Attorney-in-Fact

ACKNOWLEDGMENT

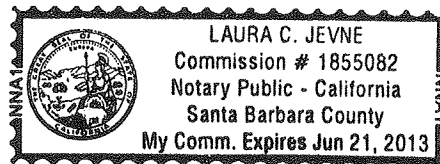
State of California
County of Santa Barbara

On April 2, 2013 before me, Laura C. Jevne, Notary Public
(insert name and title of the officer)

personally appeared Scott A. Coleman
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 Lauradune (Seal)

ACKNOWLEDGMENT

State of California
County of Santa Clara)

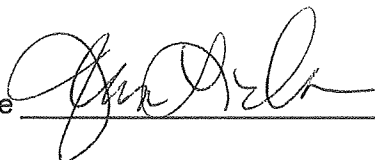
On April 1, 2013 before me, Jean L. Neu, Notary Public
(insert name and title of the officer)

personally appeared Erin Bautista,
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.

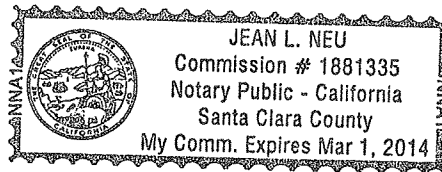
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 223487

Certificate No. 004525326

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Bryan D. Martin, Bradley N. Wright, Jean L. Neu, and Erin Bautista

of the City of San Francisco, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of September, 2011.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: George W. Thompson
 George W. Thompson, Senior Vice President

On this the 12th day of September, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

58440-6-11 Printed in U.S.A.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of April, 20 13.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**CITY OF OXNARD
SPECIFICATION NUMBER GS09-21**

BOND #105851778
Premium: \$9,888.00

**PERFORMANCE BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE**

Spiess Construction Co., Inc. ("Contractor"), as Principal,
and Travelers Casualty and Surety Company of America ("Surety") hereby agree to be bound to the City
of Oxnard ("City"), in the sum of One Million Two Hundred Eighty Thousand Four Hundred Fifty & 00/100s Dollars (\$1,280,450.00) or such
greater sum as the attached contract may be amended to provide as payment to
Contractor, for the payment of which Contractor and Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally.

This performance bond ("bond") is required because Contractor has been
awarded and is about to enter into the attached contract with City for the
construction of: Effluent Sampling Facilities

and is required by City to give this bond in connection with the execution of the
contract.

If Contractor satisfactorily performs all the covenants and obligations of
the contract on Contractor's part to be done and performed at the times and in the
manner specified therein, then this bond shall be null and void one year after
final acceptance of the Contractor's performance by City; otherwise this bond
shall be and remain in full force and effect.

Further, no extension of time, change or addition to the terms of the
contract, alteration in the work to be done, the amount to be paid to Contractor or
the materials to be furnished, or change to the plans and specifications
accompanying the contract, shall in any way release or change the obligations of
either Contractor or Surety on this bond, and notice of such alterations, changes,
additions or extensions is hereby waived by Surety.

In witness whereof, Contractor and Surety have executed this document
this 1st day of April, 2013.

Spiess Construction Co., Inc.
PRINCIPAL
BY 
(SEAL)
SCOTT A. COLEMAN, PRESIDENT

Travelers Casualty and Surety Company of America
SURETY
BY 
(SEAL) **Erin Buatista,**
Attorney-in-Fact

ACKNOWLEDGMENT

State of California
County of Santa Barbara)

On April 2, 2013 before me, Laura C. Jevne, Notary Public
(insert name and title of the officer)

personally appeared Scott A. Coleman
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.

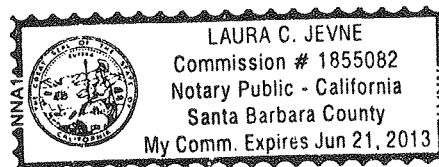
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Laura Jevne

(Seal)



ACKNOWLEDGMENT

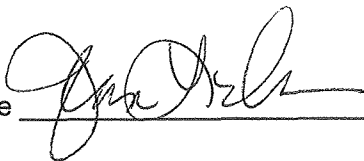
State of California
County of Santa Clara)

On April 1, 2013 before me, Jean L. Neu, Notary Public
(insert name and title of the officer)

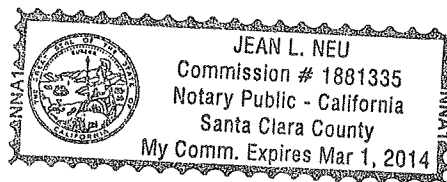
personally appeared Erin Bautista,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ 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 

(Seal)





POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 223487

Certificate No. 004525325

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Bryan D. Martin, Bradley N. Wright, Jean L. Neu, and Erin Bautista

of the City of San Francisco, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of September, 2011.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: George W. Thompson
 George W. Thompson, Senior Vice President

On this the 12th day of September, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

58440-6-11 Printed in U.S.A.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of April, 20 13.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Willis Insurance Services of California, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	
	PHONE (A/C, No, Ext): (877) 945-7378	FAX (A/C, No): (888) 467-2378
INSURED Spiess Construction Co., Inc. PO Box 2849 Santa Maria, CA 93457	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Union Fire Insurance Company of Pittsbu	NAIC # 19445
	INSURER B: Granite State Insurance Company	23809
	INSURER C: Federal Insurance Company	20281
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	X		GL2491913	9/1/2012	9/1/2013	EACH OCCURRENCE	\$ 1,000,000	
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000	
	☐ POLICY ☒ PRO-JECT ☒ LOC						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	AUTOMOBILE LIABILITY	X		CA5101541	9/1/2012	9/1/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	☒ ANY AUTO						BODILY INJURY (Per person)	\$	
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	☐ HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$	
	☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						\$		
							\$		
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						AGGREGATE	\$	
	☐ DED ☐ RETENTION \$						\$		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	WC035896490	10/1/2012	10/1/2013	☒ WC STATU-TORY LIMITS	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
C	Builders Risk			6658685	9/1/2012	9/1/2013	Limit	1,280,450	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: SCCI Job #21317 City of Oxnard - Effluent Sampling Facility
The General Liability policy includes a Severability of Interest clause.

The City of Oxnard, its City Council, officers, employees and volunteers are included as Additional Insureds as respects to General Liability and Auto Liability.
General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.
Waiver of Subrogation applies in favor of The City of Oxnard with respects to Workers Compensation as permitted by law.

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard Risk Manager Reference No. A-7584 300 West Third Street, #302 Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ENDORSEMENT #

This endorsement, effective 12:01 A.M. 09/01/2012 forms a part of
Policy No. GL 2491913 issued to SPIESS CONSTRUCTION CO., INC.
By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE
AS AN ADDITIONAL INSURED AS A RESULT OF ANY WRITTEN CONTRACT OR
AGREEMENT YOU HAVE ENTERED INTO

(If No entry appears above, information required to complete this endorsement will be shown in the
Declarations as applicable to the endorsement.)

A. SECTION II - WHO IS AN INSURED is amended to include as an insured;

The person or organization shown in the Schedule, but only with respect to liability arising
out of your ongoing operations performed for that additional insured.

**B. With respect to the insurance afforded to these additional insureds, SECTION I -
COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. -
Exclusions, is amended to include the following additional exclusion;**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such
work, on the project (other than service, maintenance or repairs) to be performed by
or on behalf of the additional insured(s) at the site of the covered operations has been
completed; or,
- (2) that portion of "your work" out of which the injury or damage arises has been put to its
intended use by any person or organization other than another contractor or
subcontractor engaged in performing operations for a principal as a part of the same
project.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 09/01/2012 forms a part of
Policy No. GL 2491913 issued to SPIESS CONSTRUCTION CO., INC.
By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS - COMPLETED
OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF ADDITIONAL INSURED PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE
AS AN ADDITIONAL INSURED AS A RESULT OF ANY WRITTEN CONTRACT OR
AGREEMENT YOU HAVE ENTERED INTO

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

ADDITIONAL PREMIUM:

(If No entry appears above, information required to complete this endorsement will be shown
in the Declarations as applicable to the endorsement.)

SECTION II - WHO IS AN INSURED is amended to include as an insured;

The person or organization shown in the Schedule, but only with respect to liability
arising out of "your work" at the location designated and described in the schedule of
this endorsement performed for that additional insured and included in the "products-
completed operations hazard".

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A. M. 09/01/2012 forms part of Policy No. GL 2491913

issued to SPIESS CONSTRUCTION, CO., INC. By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**PRIMARY COVERAGE FOR SPECIFIED PERSONS OR ORGANIZATIONS
NAMED AS ADDITIONAL INSUREDS -
ONGOING AND COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following paragraph is added to **SECTION II - WHO IS AN INSURED** and applies only to persons or organizations we have added to your policy as additional insureds by endorsement to comply with insurance requirements of written contracts relative to: a) the performance of your ongoing operations for the additional insureds; or b) "your work" performed for the additional insureds and included in the "products-completed operations hazard:

This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured in the Declarations of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded by this endorsement is primary.

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, if it is not primary as defined in the paragraph above.

All other terms and conditions of the policy are the same.

POLICY NUMBER: CA 510-15-41

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:09/01/2012	Countersigned By: (Authorized Representative)
Named Insured: SPIESS CONSTRUCTION CO., INC.	

SCHEDULE

Name of Person(s) or Organization(s): WHERE REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2012 forms a part of Policy No. WC 035-89-6490

Issued to SPIESS CONSTRUCTION CO., INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by _____


Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 09/01/2012 forms a part of

Policy No. CA 510-15-41 issued to SPIESS CONSTRUCTION CO., INC.

by GRANITE STATE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLY NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM;
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

Common Policy Conditions, A. Cancellation, 2. is amended to read:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. **TEN** (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. **SIXTY** (60) days before the effective date of cancellation if we cancel for any other reason.


AUTHORIZED REPRESENTATIVE

CALIFORNIA ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL BY US EXTENDED

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2012 forms a part of Policy No. WC 035-89-6490

Issued to SPIESS CONSTRUCTION CO., INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

PART SIX - CONDITIONS, D. - Cancellation, 2. is deleted in its entirety and replaced with:

We may cancel or non-renew this policy. We will mail or deliver to you not less than 10 days advance written notice of cancellation for reasons (a) through (g) and 30 days advance written notice of cancellation for reasons (h) through (m) of California Cancellation Endorsement WC990017. We will mail or deliver to you not less than 30 days and not more than 120 days advance written notice of non-renewal.

Except for non-payment of premium and non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due, for which we will provide advance written notice in accordance with the provisions of any applicable statute or regulation, we shall not provide less than the number of days set forth below.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Cancellation: 60 Days

Non-Renewal: 60 Days

WC 99 04 11
(Ed. 08/03)

Countersigned by _____



Authorized Representative



Meeting Date: 05/14/13

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

Prepared By: LB Lou Balderrama, City EngineerAgenda Item No. I-11Reviewed By: City Manager JPB City Attorney FT Finance AL Public Works

DATE: May 1, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director W.C.
Public WorksSUBJECT: Approval of Award of Contract No. A-7586 to Toro Enterprises, Inc. for PW12-14
Ventura Boulevard Street Improvement Project**RECOMMENDATION**

That City Council:

1. Approve and authorize the Mayor to execute Contract No. A-7586 with Toro Enterprises, Inc. in the amount of \$1,661,099.01 for project Specification No. PW12-14 for the reconstruction of street, sidewalk, curb, gutter, landscaping, bike lane and the installation of storm drain and water lines along East Ventura Boulevard from Nyland Avenue to Almond Drive.
2. Approve a Special Budget Appropriation of \$2,092,264 which includes recognizing a federal transportation grant of \$1,528,317 for the project design and construction, \$101,177 from the Water Enterprise Fund to install the water lines and \$462,770 from the Gas Tax Fund to provide local matching funds as per the requirements of the federal transportation grant.

DISCUSSION

On December 11, 2012, the City Council approved Project Specification No. 12-14 and authorized the solicitation of bids for the reconstruction of street, sidewalk, curb, gutter, landscaping, bike lane and the installation of storm drain and water lines along East Ventura Boulevard from Nyland Avenue to Almond Drive. A pre-bid meeting was conducted on February 20, 2013 and was well attended by contractors. The bid opening was held on February 11, 2013, and eight bids were received. The lowest responsible responsive bidder is Toro Enterprises, Inc. for \$1,661,099.01.

The Ventura Boulevard Street Improvement Project consists of reconstruction of the existing asphalt concrete pavement of street, sidewalk curb, gutter and bike lane. The work includes installation of 4-inch asphalt concrete over a 12-inch aggregate base; installation of 18-inch, 30-inch and 36-inch reinforced concrete pipe for storm drain; installation of Polyvinyl Chloride Pipe (PVC) for waterline improvement; tree planting, and irrigation for landscaping; and traffic restriping of new pavement and installation of road signs.

Approval of Award of Contract No. A-7586 to Toro Enterprises, Inc. for PW12-14 Ventura Boulevard Street Improvement Project
May 1, 2013
Page 2 of 2

The Project plans and specifications are designed to provide a useful life cycle of approximately 20 years to the street, and over 25 years to curbs, gutters and sidewalks. The project specifications are in compliance with the Americans with Disabilities Act.

The City of Oxnard was awarded federal funds under the Surface Transportation Act (STA) for the design and construction of street, sidewalk, curb, gutter, drainage, landscaping and bike lane along East Ventura Boulevard from Nyeland Avenue to Almond Drive. The STA was established and is authorized by the Federal Government as federal aid for transportation projects that are administered by the State of California Department of Transportation (Caltrans). City Resolution No. 13,807 approved by City Council on May 11, 2010 authorizes the City Manager to execute program supplement agreements for federal aid projects awarded to the City and administered by Caltrans.

FINANCIAL IMPACT

The total Ventura Boulevard Street Improvement Project No. 123104 cost is estimated at \$2,092,264, including the contract amount of \$1,661,099.01 and \$431,165 for design, construction management and contingency. In addition to the recommended appropriation of federal transportation grant funds in the amount of \$1,528,317, the project budget includes Water Enterprise Funds in the amount of \$101,177, and Gas Tax funds in the amount of \$462,770.

Attachment #1 - Contract No. A-7586
#2 - Project Site Map
#3 - Special Budget Appropriation

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

DATE OF CONTRACT: May 21, 2013
SPECIFICATION NUMBER: PW12-14
NAME OF CONTRACTOR: Toro Enterprises, Inc.
ADDRESS: 2101 E. Ventura Blvd./P.O. Box 6285
Oxnard, CA 93036 / 93031
Phone: 805-483-4515 Fax: 805-483-2001

PROJECT DESCRIPTION: Ventura Boulevard Street Improvements –The project consists of the reconstruction of the existing asphalt concrete pavement; the installation of 4-inch asphalt concrete over 12-inch aggregate base; installation of 18-inch, 30-inch and 36-inch RCP for storm drain; installation of 12-inch PVC for waterline improvement; tree planting and irrigation for landscaping.

This is a contract for Public Work, as defined in Chapter 1 of Part 7 of Division 2 of the Labor Code, to which Labor Code Section 1771 applies. In providing services under this Contract, Contractor shall comply with all applicable laws, ordinances and regulations, including the laws contained in Sections 1720 through 1861 of the California Labor Code. Contractor shall pay prevailing wages to all workers employed to provide services under this Contract.

This contract is made at Oxnard, California, as of this 21st day of May, 2013, between the City of Oxnard, called herein the "City", and the above-named Contractor for the construction of the Capital Improvement Project described herein. The parties hereto agree as follows:

1. CONTRACT PRICE

Contractor shall perform the work described and the City shall pay the Contractor, in full payment for said work, the following sums for the following items:

See attached proposal bid schedule, which is made a part of this contract.

Total: \$1,661,099.01

The above sums include all taxes and the costs of any required bonds.

2. PAYMENT SCHEDULE

The City will pay the Contractor the contract price in accordance with Section 9.3 of the Standard Specifications for Public Works Construction or in accordance with the following schedule if specified.

The Contractor may replace any payments retained by the City with securities in the same amount and the Contractor shall be the beneficial owner of said securities and interest earned (See Public Contract Code, Section 22300).

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

City shall make the final payment to Contractor by releasing amounts retained from progress payments made to Contractor. Such payment need not be made earlier than 35 days, and will be made no later than 60 days, after the project completion date indicated on the Notice of Completion for the Project. City shall withhold from such payment 125% of amounts claimed in stop notices filed in connection with the Project and 150% of amounts in dispute between City and Contractor.

3. THE WORK

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to, and shall perform and complete in a good, safe and workmanlike manner, the work generally described as follows:

The work includes mobilization and demobilization; traffic control; storm water pollution prevention plan; asphalt concrete Type III; asphalt rubber hot mix (ARHM); unclassified excavation; aggregate base Class 2; construct PCC cross gutter & spandrel; construct 4-inch thick PCC sidewalk; construct PCC curb & gutter; construct sidewalk drain pipe; construct PCC driveway; construct curb ramp, Case B & D; construct 6-inch AC berm; adjust manhole cover to finished grade; adjust water valve cover to finished grade; adjust water meter box to finished grade; survey monument research; survey monument preservation; remove & dispose portion of block wall; relocate wrought iron fence; relocate mail box; relocate sign; trench stabilization; trench safety; dewatering; miscellaneous work & existing facilities; install manhole No. 1; install 18-inch, 30-inch, & 36-inch RCP; install curbside grating catch basins; construct local depression Case A-1 & 3 grates; install 2-inch PVC SDR pipe sleeve; relocate existing 6-inch waterline; remove & dispose catch basin & pipe; storm drain structure; install 8-inch & 12-inch PVC; install 12-inch & 8-inch R.S. gate valves; install fire hydrants; relocate fire hydrants; install 2-inch air vac assembly; install 4-inch blow off assembly; install 2-inch irrigation service line; landscape planting & irrigation; install traffic striping, pavement markings, & street signs; and all incidental and appurtenant improvements and restorations specified on the Plans and in the Special Provisions.

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

4. CONTRACT DOCUMENTS

The complete contract consists of all the following which are specifically incorporated herein by reference:

- (A) The Notice Inviting Bids
- (B) This Contract - Number A-7586
- (C) Addenda – Numbers Two (2)
- (D) Specification Number PW12-14
- (E) Plans or Drawing Number 12-25A
- (F) Contractor's Bid Proposal and List of Subcontractors
- (G) Performance and Payment Bonds as required by the specifications and applicable law. Unless otherwise specified, each such bond shall be 100 percent (100%) of the contract price.
- (H) Insurance as required by the specifications and applicable law
- (I) All applicable wage determinations, safety and health regulations, non-discrimination provisions and labor standards, including, but not limited to, such items enumerated in the specifications and addenda thereto. If this Contract is federally assisted, attached HUD Form 4010 shall apply.

The Contractor by signing hereunder acknowledges he has reviewed all the foregoing documents and agrees with the requirements, conditions and covenants contained therein.

5. NOTICE OF THIRD PARTY CLAIM

Within five days of the date that the Contractor receives any third-party claim relating to this contract, the Contractor shall provide written notice thereof and a copy of the claim to the City's Public Works Director.

6. TIME OF COMPLETION

The time limit for the completion of the work is 210 calendar days beginning 14 calendar days after the Notice to Proceed is mailed or otherwise given to the Contractor.

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

CITY OF OXNARD

CONTRACTOR: TORO ENTERPRISES, INC.

TIM FLYNN, MAYOR

SEAN CASTILLO, PRESIDENT

ATTEST

DANIEL MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

ALAN HOLMBERG
CITY ATTORNEY

APPROVED AS TO INSURANCE:

JAMES CAMERON
RISK MANAGER

DEPARTMENTAL APPROVAL AS TO CONTENT AND AMOUNT:

LOU BALDERRAMA, PW CITY ENGINEER

ROB ROSHANIAN,
INTERIM PUBLIC WORKS DIRECTOR

APPROVED AS TO AMOUNT:

KAREN R. BURNHAM, INTERIM CITY MANAGER

**CERTIFICATE OF COMPLIANCE
STATE AND LOCAL REQUIREMENTS**

The following certifications are required by city ordinance or state law and must be filed with the City **prior to final execution of the contract**. The contractor shall submit original signed copies of certifications for the contractor and all covered sub-contractors.

1. **CERTIFICATION OF NON-SEGREGATED FACILITIES – (REQUIRED FOR ALL CONTRACTS EXCEEDING \$10,000 AND FOR ALL FEDERALLY-FINANCED PROJECTS).**

I certify that I do not and will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not and will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the equal opportunity clause of this contract. As used in this certification, the term “segregated facilities” means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I agree that (except where I have obtained identical certifications from proposed contractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from provisions of the equal opportunity clause, and that I will retain a copy of these certifications in my files.

2. **CERTIFICATION REGARDING WORKERS’S COMPENSATION**

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Toro Enterprises, Inc.
FIRM/COMPANY NAME

[Signature]
SIGNATURE OF
AUTHORIZED REPRESENTATIVE

Sean Castillo, President
NAME AND TITLE OF
AUTHORIZED REPRESENTATIVE

4-10-13
DATE OF EXECUTION

**CITY OF OXNARD
SPECIFICATION NUMBER PW12-14**

Fed. Proj. ID #STPL-5129(067)

BOND ISSUED IN DUPLICATE

BOND NO. 105896424

**PAYMENT BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE**

The City of Oxnard, on May 21, 2013 awarded to TORO ENTERPRISES, INC.
("Principal"), the contract of which a copy is attached hereto and made a part hereof for the work
described as follows: Ventura Boulevard Street Improvements, Specification No. PW 12-14, Contract No. A-7586

Now, therefore, Principal and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

("Surety") agree to be bound to the City of Oxnard in the sum of One Million Six Hundred Sixty One Thousand Ninety Nine and 01/100
Dollars (\$1,661,099.01), or such greater sum as the contract may be amended to provide as payment to
Principal, for the payment of which Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally.

This payment bond ("bond") is such that if Principal or its subcontractors shall fail to pay any of the
persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance
Code with respect to work or labor performed by any such claimant under the contract, or for any amount
required to be deducted, withheld, and paid over to the Employment Development Department from the
wages of employees of Principal or its subcontractors pursuant to Section 13020 of the Unemployment
Insurance Code, with respect to such work and labor, then Surety will pay for the same, in or to an
amount not exceeding the amount hereinabove set forth, and also will pay to the City of Oxnard, in case
suit is brought against the City of Oxnard upon this bond or upon Principal's failure to pay such amounts,
costs of suit and such reasonable attorneys' fees, if any, as are fixed by the court.

Further, this bond inures to the benefit of any persons named in Section 3181 of the Civil Code so as to
give a right of action to such persons or their assigns in any suit brought upon this bond.

Further, Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract, the amount to be paid to Principal, the work to be
performed thereunder, or to the plans or specifications accompanying the same shall in any wise affect
Surety's obligations on this bond, and Surety does hereby waive notice of any such change, extension of
time, alteration or addition.

CITY OF OXNARD
SPECIFICATION NUMBER PW12-14

Fed. Proj. ID #STPL-5129(067)

PAYMENT BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE

Further, the final payment pursuant to the contract between the City of Oxnard and Principal shall not abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Further, this bond shall remain in full force and effect for six months following the applicable period for filing stop notices as set forth in Section 3184 of the Civil Code.

In witness whereof, principal and surety have executed this document this 8th day of April, 2013.

TORO ENTERPRISES, INC.

PRINCIPAL

BY

(SEAL)

Sean Castillo, President

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

SURETY

BY

(SEAL)

Daravy Mady
Daravy Mady, Attorney-In-Fact

B-13

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

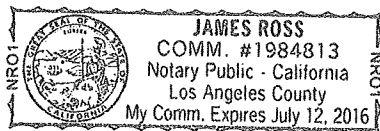
State of California

County of Los Angeles

On APR 08 2013 before me, James Ross, Notary Public, personally appeared Daravy Mady 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

James Ross, Notary Public

(Seal)



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 225449

Certificate No. 005349663

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Tracy Aston, Kristine Mendez, KD Conrad, Simone Gerhard, Edward C. Spector, Paul Rodriguez, Lisa K. Crail, B. Aleman, Daravy Mady, and James Ross

of the City of Los Angeles, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of January, 2013.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 28th day of January, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of APR 08 2013, 20 ____.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF AKNOWLEDGMENT

State of: California

County of: Ventura

On April 10, 2013, before me, Renee Cruz, Notary Public
(name and title of the officer)

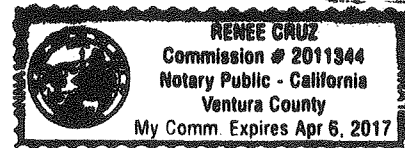
personally appeared Sean Castillo

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

Renee Cruz
Signature of Notary Public



(Notary Seal)

OPTIONAL INFORMATION

Information below is NOT required by law however may deter fraudulent removal of this form.

Description of Attached Document	Right Thumbprint of Signer	Capacity Claimed by Signer(s)	Right Thumbprint of Signer
Number of Pages <u>2</u> Document Date: <u>4-8-13</u> Payment Bond for Specification Number PW12-14 Title or type of document Additional information		☐ Individual(s) ☒ Corporate Officer <u>President</u> ☐ Partner ☐ Attorney-in-Fact ☐ Trustee(s) ☐ Other	

CITY OF OXNARD Fed. Proj. ID #STPL-5129(067)
SPECIFICATION NUMBER PW12-14

BOND ISSUED IN DUPLICATE

BOND NO. 105896424

**PERFORMANCE BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE**

TORO ENTERPRISES, INC. ("Contractor"), as Principal,
and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA ("Surety") hereby agree to be bound to the City
of Oxnard ("City"), in the sum of _____ * _____ Dollars (\$ **), or such
greater sum as the attached contract may be amended to provide as payment to
Contractor, for the payment of which Contractor and Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally.

This performance bond ("bond") is required because Contractor has been
awarded and is about to enter into the attached contract with City for the
construction of: Ventura Boulevard Street Improvements, Specification No. PW 12-14,
Contract No. A-7586

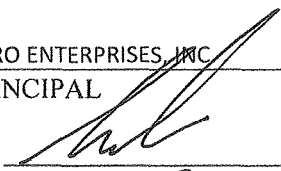
and is required by City to give this bond in connection with the execution of the
contract.

If Contractor satisfactorily performs all the covenants and obligations of
the contract on Contractor's part to be done and performed at the times and in the
manner specified therein, then this bond shall be null and void one year after
final acceptance of the Contractor's performance by City; otherwise this bond
shall be and remain in full force and effect.

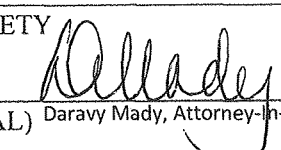
Further, no extension of time, change or addition to the terms of the
contract, alteration in the work to be done, the amount to be paid to Contractor or
the materials to be furnished, or change to the plans and specifications
accompanying the contract, shall in any way release or change the obligations of
either Contractor or Surety on this bond, and notice of such alterations, changes,
additions or extensions is hereby waived by Surety.

In witness whereof, Contractor and Surety have executed this document
this 8th day of April, 2013.

TORO ENTERPRISES, INC.
PRINCIPAL

BY 
(SEAL) Sean Castillo, President

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
SURETY

BY 
(SEAL) Daravy Mady, Attorney-in-Fact

* One Million Six Hundred Sixty One Thousand Ninety Nine and 01/100

** \$1,661,099.01

B-14

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

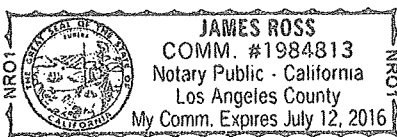
State of California

County of Los Angeles

On APR 08 2013 before me, James Ross, Notary Public, personally appeared Daravy Mady who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature

A handwritten signature in dark ink, appearing to be 'James Ross', written over a horizontal line.

James Ross, Notary Public

(Seal)



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 225449

Certificate No. 005349662

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Tracy Aston, Kristine Mendez, KD Conrad, Simone Gerhard, Edward C. Spector, Paul Rodriguez, Lisa K. Crail, B. Aleman, Daravy Mady, and James Ross

of the City of Los Angeles, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of January, 2013.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 28th day of January, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

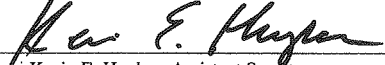
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of APR 08 2013, 20 ____.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of: California

County of: Ventura

On April 10, 2013, before me, Renee Cruz, Notary Public

(name and title of the officer)

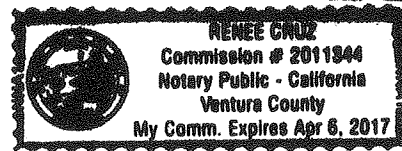
personally appeared Sean Castillo

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

Renee Cruz
Signature of Notary Public



(Notary Seal)

OPTIONAL INFORMATION

Information below is NOT required by law however may deter fraudulent removal of this form.

Description of Attached Document	Right Thumbprint of Signer	Capacity Claimed by Signer(s)	Right Thumbprint of Signer
Number of Pages <u>1</u> Document Date: <u>4-8-13</u> Performance Bond for Specification Number Title or type of document PW12-14 Additional information		☐ Individual(s) ☒ Corporate Officer President ☐ Partner ☐ Attorney-in-Fact ☐ Trustee(s) ☐ Other	

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

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

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

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

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

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

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. A-7586
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-G.doc



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/05/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (213) 630-3200 FAX (A/C. No.): (213) 689-4450 E-MAIL ADDRESS:														
INSURED Toro Enterprises, Inc. P.O. Box 6285 Oxnard CA 93031 USA	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Old Republic General Ins Corp</td><td>24139</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic General Ins Corp	24139	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Old Republic General Ins Corp	24139														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 570049568662**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC			A1CG04331200	10/01/2012	10/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS ☐ NON-OWNED AUTOS ☒ Deductible: ☒ \$1,000 comp/collision			A1CA04331200	10/01/2012	10/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y ☐ N/A		A1CW04331200	10/01/2012	10/01/2013	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Toro Job #5842 - PW12-14 Ventura Blvd. Street Improvements Reference No. A-7586.
City of Oxnard, its City Council, Officers, Employees, and Volunteers are Additional Insureds. Coverage is primary and non-contributory. Waiver of Subrogation applies. Auto AI & GL AI Endorsements and WC Waiver Attached

CERTIFICATE HOLDER**CANCELLATION**

City of Oxnard Risk Manager, Reference No. A-7586 300 West Third Street, Suite 302 Oxnard, CA 93030 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
--	--

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ACORD 25 (2010/05)

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Attachment No. 1

Page 19 of 25

Holder Identifier : 5842 - PW12-14

Certificate No : 570049568662

OLD REPUBLIC GENERAL INSURANCE CORPORATION

ADDITIONAL INSURED WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

The following is added to Section II – Liability Coverage, A. – Coverage, 1. Who Is An Insured:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which required you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lessor of:
1. The coverage or limits of this policy, or
 2. The coverage or limits required by said contract or agreement.

Named Insured	Toro Enterprises, Inc.		
Policy Number	A1CA04331200	Endorsement No.	000
Policy Period	10/01/2012 to 10/01/2013	Endorsement Effective Date:	10/01/2012
Producer's Name:	OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC.		
Producer Number:	0000007000		

OLD REPUBLIC GENERAL INSURANCE CORPORATION

AMENDMENT OF OTHER INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

Section IV -- Business Auto Conditions, B. -- General Conditions, 5. -- Other Insurance, a. is replaced by the following:

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. However, if there is other collectible insurance, the insurance provided by this Coverage Form with respect to such covered auto, is excess over such other collectible insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
- (1) Excess while it is connected to a motor vehicle you do not own;
 - (2) Primary while it is connected to a covered "auto" you own. However, if there is other collectible insurance with respect to such "trailer," the insurance provided by this Coverage Form is excess over such other collectible insurance.

Named Insured	Toro Enterprises, Inc.		
Policy Number	A1CA04331200	Endorsement No.	000
Policy Period	10/01/2012 to 10/01/2013	Endorsement Effective Date:	10/01/2012
Producer's Name:	OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC.		
Producer Number:	0000007000		

CA EN GN 0019 09 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Name of Additional Insured Person(s)
Or Organization(s):

Location(s) of Covered Operations

As required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	Toro Enterprises, Inc.		
Policy Number	A1CG04331200	Endorsement No.	000
Policy Period	10/01/2012 to 10/01/2013	Endorsement Effective Date:	10/01/2012
Producer's Name:	OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC.		
Producer Number:	0000007000		

CG EN GN 0029 09 06

OLD REPUBLIC GENERAL INSURANCE CORPORATION

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

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

Schedule

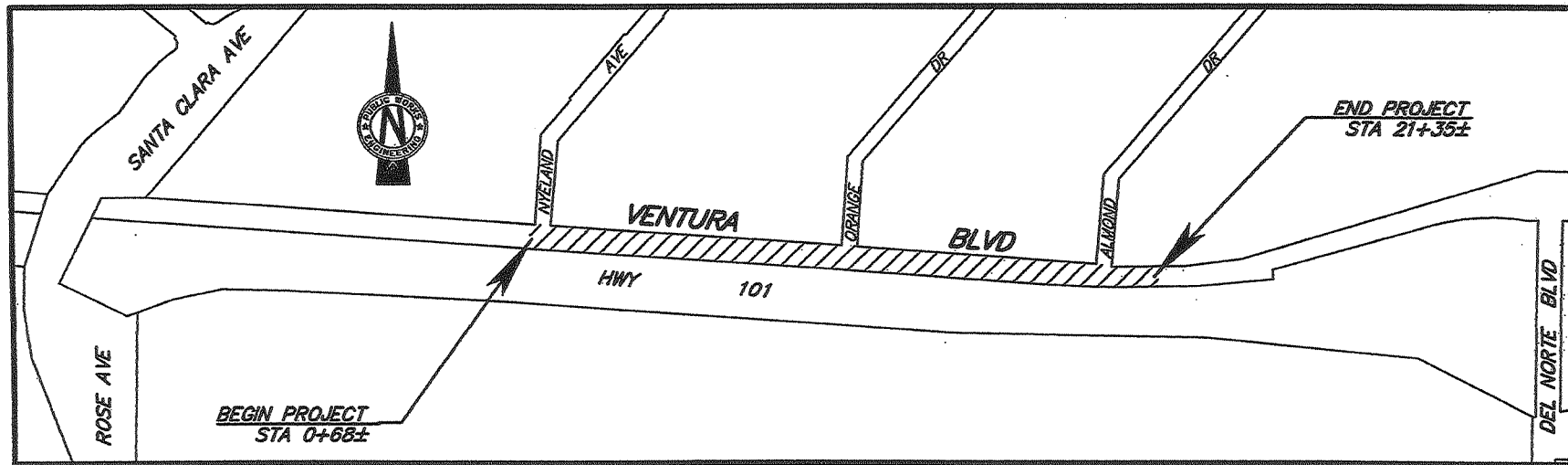
WHEN REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is \$0.00

Named Insured	Toro Enterprises, Inc.		
Policy Number	A1CW04331200	Endorsement No.	000
Policy Period	10/01/2012 - 10/01/2013	Endorsement Effective Date:	10/01/2012
Producer's Name:	OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC.		
Producer Number:	0000007000		

VENTURA BLVD IMPROVEMENT PROJECT

SPECIFICATION NO.12-14



**LOCATION
MAP**
NOT TO SCALE

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works
 Project/Program
 Manager: Rob Roshanian

Date: May 14, 2013
 Phone: 479-8789

Reason for Appropriation:

To recognize Federal grant revenue and appropriation of Caltrans Project No STPL - 5129 (067) per. Program Supplement No. 048 of Agreement 07-5129R.

<u>Accounts and Descriptions</u>	<u>AMOUNT</u>
Fund: FEDERAL TRANSPORTATION MULTI-YEAR GRANT (275)	
Revenues/Transfers In	
VENTURA BOULEVARD STREET IMPROVEMENT PROJECT (123104)	
275-3167-531.72-01 FEDERAL GRANT REVENUES	1,528,317
Sub-total Revenues	1,528,317
Expenditures/Transfers Out	
VENTURA BOULEVARD STREET IMPROVEMENT PROJECT (123104)	
275-3167-826.84-51 CAPITAL OUTLAY / SERVICES FROM OTHER PROGRAMS	57,746
275-3167-826.86-05 CAPITAL OUTLAY / IMPROVEMENTS - MAJOR REPAIR	1,470,571
Sub-total Expenditures	1,528,317
Net Change to Fund (275) Balance	-

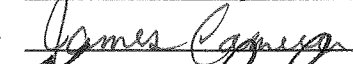
Fund: WATER ENTERPRISE FUND (601)	
Expenditures/Transfers Out	
WATER PROCUREMENT (6010)	
601-6010-843-8606 CAPITAL OUTLAY / MACHINERY AND EQUIPMENT NEW	(101,177)
VENTURA BOULEVARD STREET IMPROVEMENT PROJECT (123104)	
601-3147-826.8604 CAPITAL OUTLAY / IMPROVEMENTS - NEW	101,177
Sub-total Expenditures	-
Net Change to Fund (601) Balance	-

Fund: GAS TAX FUND (181)	
Expenditures/Transfers Out	
TIERRA VISTA RESURFACING (043111)	
181-3224-826-8605 CAPITAL OUTLAY / IMPROV - MAJOR REPAIR	(162,556)
VENTURA BOULEVARD STREET IMPROVEMENT PROJECT (123104)	
181-3147-826.8605 CAPITAL OUTLAY / IMPROVEMENTS - MAJOR REPAIR	162,556
Sub-total Expenditures	-
Net Change to Fund (601) Balance	-

Net Appropriation Change 1,528,317

Approvals

Department Director 

Chief Financial Officer 

City Manager 

REQUIRES CITY COUNCIL AUTHORIZATION

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



Meeting Date: 05/14/13

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

Prepared By: LB Lou Balderrama, City EngineerAgenda Item No. I-12Reviewed By: City Manager [Signature]City Attorney PTFinance [Signature]

Public Works

DATE: May 1, 2013**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director
Public Works W.R.**SUBJECT:** Approval of Award of Contract No. A-7582 to Toro Enterprises, Inc. for PW 10-06
Del Norte Boulevard Arterial Resurfacing Project**RECOMMENDATION**

That City Council

1. Approve and authorize the Mayor to execute Contract No. A-7582 with Toro Enterprises, Inc. in the amount of \$1,776,547.38 for Project Specification Number 10-06 for pavement resurfacing, traffic markings, medians and signage, improvements to curbs, gutters, and other concrete structures on Del Norte Boulevard from Sturgis Road to Highway 101.
2. Approve a Special Budget Appropriation recognizing the State of California Department of Transportation (Caltrans) for Surface Transportation Act (STA) federal aid grant funding in an amount of \$1,462,212 and reduce the Measure O contribution to \$567,646.38.

DISCUSSION

On November 11, 2011, the City Council approved Project Specification Number 10-06 for pavement resurfacing, sidewalk, curb and gutter repair, replacing street name signs and other concrete structures on Del Norte Boulevard from Sturgis Road to Highway 101. A pre-bid meeting was conducted on February 13, 2013 and was well attended by contractors. The bid opening was held on March 13, 2013, and six bids were received. The lowest responsible responsive bidder was Toro Enterprises, Inc for \$1,776,547.38.

Del Norte Boulevard serves as a major north/south arterial for commuters and commerce entering the northeast industrial region of Oxnard. Over the last three decades continued traffic use from heavy-duty commercial vehicles on Del Norte Boulevard has weakened its road surface beyond what routine repair and maintenance can do to stabilize its condition.

The project plans and specifications include reconstruction of certain areas and use of an asphalt-rubber aggregate membrane (ARAM) system with a 2-inch hot rubber asphalt overlay to provide a durable road surface for the projected traffic loading. Additional scope includes a 2-foot strip along the

**Approval of Award of Contract No. A-7582 for PW 10-06 Del Norte Boulevard Arterial
Resurfacing Project
April 22, 2013
Page 2 of 2**

Northbound and Southbound shoulders; excavation and reconstruction of failed areas; remove and replace curb and gutter; adjusting utility covers to finish grade; traffic striping; installation of pavement markers; replacement of street signs; and water pollution control. The proposed improvements will be an economic benefit not only to the businesses along the route but to the City as a whole.

The Project plans and specifications are designed to provide a useful life cycle of approximately 20 years to the street, and over 25 years to curbs and gutters. The project specifications are in compliance with the Americans with Disabilities Act.

The City of Oxnard was awarded federal funds under the Surface Transportation Act (STA) for the reconstruction of street pavement on Del Norte Boulevard from Sturgis Road to Highway 101. The STA was established and is authorized by the Federal Government as federal aid for transportation projects that are administered by the State of California Department of Transportation (Caltrans). City Resolution No. 13,807 approved by City Council on May 11, 2010 authorizes the City Manager to execute program supplement agreements for federal aid projects awarded to the City and administered by Caltrans.

FINANCIAL IMPACT

The total Del Norte Boulevard Arterial Resurfacing Project No. 083121 cost is estimated at \$2,153,858 including the contract amount of \$1,776,547.38 and \$377,311 for design, construction management, and contingency. In addition to the recommended appropriation of STA funds in the amount of \$1,462,212, the project budget includes Measure O funds in the amount of \$567,646.38 and TDA funds of \$124,000.

Attachment #1 - Contract No. A-7582
 #2 - Project Site Map
 #3 - Special Budget Appropriation

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

DATE OF CONTRACT: May 14, 2013
SPECIFICATION NUMBER: PW10-06
NAME OF CONTRACTOR: Toro Enterprises, Inc.
ADDRESS: 2101 E. Ventura Blvd. / P.O. Box 6285
Oxnard, CA 93036 / 93031
Phone: 805-483-4515 Fax: 805-483-2001

PROJECT DESCRIPTION: Del Norte Boulevard Improvements –The project consists of the asphalt concrete overlay of Del Norte Boulevard from Sturgis Road to the 101 Freeway.

This is a contract for Public Work, as defined in Chapter 1 of Part 7 of Division 2 of the Labor Code, to which Labor Code Section 1771 applies. In providing services under this Contract, Contractor shall comply with all applicable laws, ordinances and regulations, including the laws contained in Sections 1720 through 1861 of the California Labor Code. Contractor shall pay prevailing wages to all workers employed to provide services under this Contract.

This contract is made at Oxnard, California, as of this 14th day of May, 2013, between the City of Oxnard, called herein the “City”, and the above-named Contractor for the construction of the Capital Improvement Project described herein. The parties hereto agree as follows:

1. CONTRACT PRICE

Contractor shall perform the work described and the City shall pay the Contractor, in full payment for said work, the following sums for the following items:

See attached proposal bid schedule, which is made a part of this contract.

Total: \$1,776,547.38

The above sums include all taxes and the costs of any required bonds.

2. PAYMENT SCHEDULE

The City will pay the Contractor the contract price in accordance with Section 9.3 of the Standard Specifications for Public Works Construction or in accordance with the following schedule if specified.

The Contractor may replace any payments retained by the City with securities in the same amount and the Contractor shall be the beneficial owner of said securities and interest earned (See Public Contract Code, Section 22300).

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

City shall make the final payment to Contractor by releasing amounts retained from progress payments made to Contractor. Such payment need not be made earlier than 35 days, and will be made no later than 60 days, after the project completion date indicated on the Notice of Completion for the Project. City shall withhold from such payment 125% of amounts claimed in stop notices filed in connection with the Project and 150% of amounts in dispute between City and Contractor.

3. THE WORK

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to, and shall perform and complete in a good, safe and workmanlike manner, the work generally described as follows:

The project consists of the milling of existing pavement and placement and compaction of asphalt concrete; placement of asphalt rubber aggregate membrane (ARAM); slurry seal existing 2-foot strip area along Northbound and Southbound shoulders; excavation and reconstruction of failed areas; remove and replace curb and gutter; adjusting utility covers to finish grade; traffic striping; installation of pavement markers; replacement of street signs; water pollution control; and traffic control and detours.

4. CONTRACT DOCUMENTS

The complete contract consists of all the following which are specifically incorporated herein by reference:

- (A) The Notice Inviting Bids
- (B) This Contract - Number A-7582
- (C) Addenda - Numbers Two (2)
- (D) Specification Number PW10-06
- (E) Plans or Drawing Number 10-03A
- (F) Contractor's Bid Proposal and List of Subcontractors
- (G) Performance and Payment Bonds as required by the specifications and applicable law. Unless otherwise specified, each such bond shall be 100 percent (100%) of the contract price.
- (H) Insurance as required by the specifications and applicable law
- (I) All applicable wage determinations, safety and health regulations, non-discrimination provisions and labor standards, including, but not limited to, such items enumerated in the specifications and addenda thereto. If this Contract is federally assisted, attached HUD Form 4010 shall apply.

The Contractor by signing hereunder acknowledges he has reviewed all the foregoing documents and agrees with the requirements, conditions and covenants contained therein.

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

5. NOTICE OF THIRD PARTY CLAIM

Within five days of the date that the Contractor receives any third-party claim relating to this contract, the Contractor shall provide written notice thereof and a copy of the claim to the City's Public Works Director.

6. TIME OF COMPLETION

The time limit for the completion of the work is 60 calendar days beginning 7 days after the Notice to Proceed is mailed or otherwise given to the Contractor.

CITY OF OXNARD

CONTRACTOR: TORO ENTERPRISES, INC.

TIM FLYNN, MAYOR

SEAN CASTILLO, PRESIDENT

ATTEST

DANIEL MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

ALAN HOLMBERG
CITY ATTORNEY

JAMES CAMERON
RISK MANAGER

DEPARTMENTAL APPROVAL AS TO CONTENT AND AMOUNT:

LOU BALDERRAMA, PW CITY ENGINEER

ROB ROSHANIAN,
INTERIM PUBLIC WORKS DIRECTOR

APPROVED AS TO AMOUNT:

KAREN R. BURNHAM, INTERIM CITY MANAGER

**CERTIFICATE OF COMPLIANCE
STATE AND LOCAL REQUIREMENTS**

The following certifications are required by city ordinance or state law and must be filed with the City **prior to final execution of the contract**. The contractor shall submit original signed copies of certifications for the contractor and all covered sub-contractors.

1. **CERTIFICATION OF NON-SEGREGATED FACILITIES – (REQUIRED FOR ALL CONTRACTS EXCEEDING \$10,000 AND FOR ALL FEDERALLY-FINANCED PROJECTS).**

I certify that I do not and will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not and will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the equal opportunity clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I agree that (except where I have obtained identical certifications from proposed contractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from provisions of the equal opportunity clause, and that I will retain a copy of these certifications in my files.

2. **CERTIFICATION REGARDING WORKERS'S COMPENSATION**

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Toro Enterprises Inc.
FIRM/COMPANY NAME

[Signature]
SIGNATURE OF
AUTHORIZED REPRESENTATIVE

Sean Castillo, President
NAME AND TITLE OF
AUTHORIZED REPRESENTATIVE

4-10-13
DATE OF EXECUTION

**CITY OF OXNARD
SPECIFICATION NUMBER PW10-06**

Fed. Proj. #STPL-5129(074)

BOND ISSUED IN DUPLICATE

BOND NO. 105896423

**PAYMENT BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE**

The City of Oxnard, on May 14, 2013 awarded to TORO ENTERPRISES, INC.
("Principal"), the contract of which a copy is attached hereto and made a part hereof for the work
described as follows: Del Norte Boulevard Improvements, Specification No. PW 10-06, Contract No. A-7582

Now, therefore, Principal and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
("Surety") agree to be bound to the City of Oxnard in the sum of One Million Seven Hundred Seventy Six Thousand Five
Hundred Forty Seven and 38/100
Dollars (\$1,776,547.38), or such greater sum as the contract may be amended to provide as payment to
Principal, for the payment of which Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally.

This payment bond ("bond") is such that if Principal or its subcontractors shall fail to pay any of the
persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance
Code with respect to work or labor performed by any such claimant under the contract, or for any amount
required to be deducted, withheld, and paid over to the Employment Development Department from the
wages of employees of Principal or its subcontractors pursuant to Section 13020 of the Unemployment
Insurance Code, with respect to such work and labor, then Surety will pay for the same, in or to an
amount not exceeding the amount hereinabove set forth, and also will pay to the City of Oxnard, in case
suit is brought against the City of Oxnard upon this bond or upon Principal's failure to pay such amounts,
costs of suit and such reasonable attorneys' fees, if any, as are fixed by the court.

Further, this bond inures to the benefit of any persons named in Section 3181 of the Civil Code so as to
give a right of action to such persons or their assigns in any suit brought upon this bond.

Further, Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract, the amount to be paid to Principal, the work to be
performed thereunder, or to the plans or specifications accompanying the same shall in any wise affect
Surety's obligations on this bond, and Surety does hereby waive notice of any such change, extension of
time, alteration or addition.

PAYMENT BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE

Further, the final payment pursuant to the contract between the City of Oxnard and Principal shall not abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

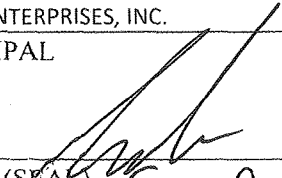
Further, this bond shall remain in full force and effect for six months following the applicable period for filing stop notices as set forth in Section 3184 of the Civil Code.

In witness whereof, principal and surety have executed this document this 8th day of April, 2013.

TORO ENTERPRISES, INC.
PRINCIPAL

BY

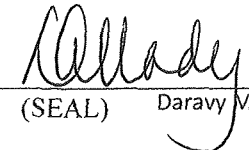
(SEAL)


Sean Castillo, President

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
SURETY

BY

(SEAL)


Daravy Mady, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

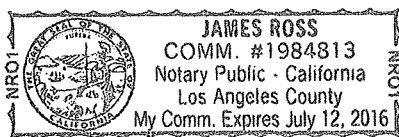
State of California

County of Los Angeles

On APR 08 2013 before me, James Ross, Notary Public, personally appeared Daravy Mady who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature

A handwritten signature in dark ink, appearing to read "James Ross", written over a horizontal line.

James Ross, Notary Public

(Seal)



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 225449

Certificate No. 005349659

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Tracy Aston, Kristine Mendez, KD Conrad, Simone Gerhard, Edward C. Spector, Paul Rodriguez, Lisa K. Crail, B. Aleman, Daravy Mady, and James Ross

of the City of Los Angeles, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of January, 2013.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 28th day of January, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of APR 08 2013, 20 ____.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF AKNOWLEDGMENT

State of: California

County of: Ventura

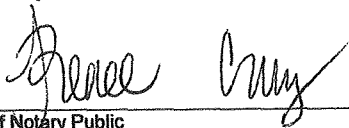
On April 10, 2013, before me, Renee Cruz, Notary Public
(name and title of the officer)

personally appeared Sean Castillo

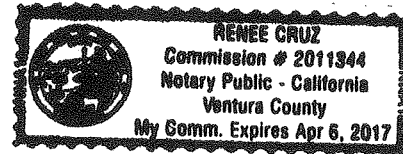
who proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity ~~(ies)~~; and that by his/~~her/their~~ signature ~~(s)~~ 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 of Notary Public



(Notary Seal)

OPTIONAL INFORMATION

Information below is NOT required by law however may deter fraudulent removal of this form.

Description of Attached Document	Right Thumbprint of Signer	Capacity Claimed by Signer(s)	Right Thumbprint of Signer
Number of Pages <u>2</u> Document Date: <u>4-8-13</u> Payment Bond for Specification Number PW10-06 Title or type of document Additional information		☐ Individual(s) ☒ Corporate Officer <u>President</u> ☐ Partner ☐ Attorney-in-Fact ☐ Trustee(s) ☐ Other	

CITY OF OXNARD Fed. Proj. #STPL-5129(074)
SPECIFICATION NUMBER PW10-06

BOND ISSUED IN DUPLICATE

BOND NO. 105896423

**PERFORMANCE BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE**

TORO ENTERPRISES, INC. ("Contractor"), as Principal,
and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA ("Surety") hereby agree to be bound to the City
of Oxnard ("City"), in the sum of _____ * _____ Dollars (\$ **), or such
greater sum as the attached contract may be amended to provide as payment to
Contractor, for the payment of which Contractor and Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally.

This performance bond ("bond") is required because Contractor has been
awarded and is about to enter into the attached contract with City for the
construction of: Del Norte Boulevard Improvements, Specification No. PW 10-06,
Contract No. A-7582

and is required by City to give this bond in connection with the execution of the
contract.

If Contractor satisfactorily performs all the covenants and obligations of
the contract on Contractor's part to be done and performed at the times and in the
manner specified therein, then this bond shall be null and void one year after
final acceptance of the Contractor's performance by City; otherwise this bond
shall be and remain in full force and effect.

Further, no extension of time, change or addition to the terms of the
contract, alteration in the work to be done, the amount to be paid to Contractor or
the materials to be furnished, or change to the plans and specifications
accompanying the contract, shall in any way release or change the obligations of
either Contractor or Surety on this bond, and notice of such alterations, changes,
additions or extensions is hereby waived by Surety.

In witness whereof, Contractor and Surety have executed this document
this 8th day of April, 2013.

TORO ENTERPRISES, INC.
PRINCIPAL

BY

(SEAL)

Sean Castillo, President

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
SURETY

BY

(SEAL)

Daravy Mady, Attorney-In-Fact

* One Million Seven Hundred Seventy Six Thousand Five Hundred Forty Seven and 38/100

** \$1,776,547.38

B-14

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

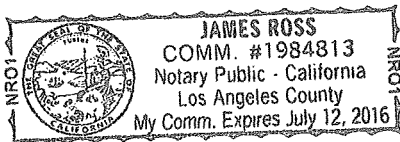
State of California

County of Los Angeles

On APR 08 2013 before me, James Ross, Notary Public, personally appeared Daravy Mady who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature

A handwritten signature in cursive script, appearing to read 'James Ross', written over a horizontal line.

James Ross, Notary Public

(Seal)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225449

Certificate No. 005349658

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Tracy Aston, Kristine Mendez, KD Conrad, Simone Gerhard, Edward C. Spector, Paul Rodriguez, Lisa K. Crail, B. Aleman, Daravy Mady, and James Ross

of the City of Los Angeles, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of January, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

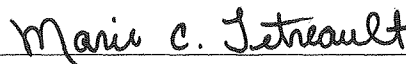
By: 

Robert L. Raney, Senior Vice President

On this the 28th day of January, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.




Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of APR 08 2013, 20 ____.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF AKNOWLEDGMENT

State of: California

County of: Ventura

On April 10, 2013, before me, Renee Cruz, Notary Public
(name and title of the officer)

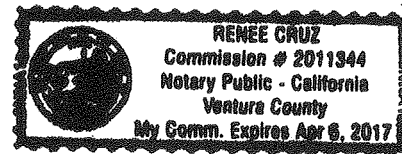
personally appeared Sean Castillo

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

Renee Cruz
Signature of Notary Public



(Notary Seal)

OPTIONAL INFORMATION

Information below is NOT required by law however may deter fraudulent removal of this form.

Description of Attached Document	Right Thumbprint of Signer	Capacity Claimed by Signer(s)	Right Thumbprint of Signer
Number of Pages <u>1</u> Document Date: <u>4-8-13</u> Performance Bond for Specification Number Title or type of document PW10-06 Additional information		☐ Individual(s) ☒ Corporate Officer <u>President</u> ☐ Partner ☐ Attorney-in-Fact ☐ Trustee(s) ☐ Other	

CITY OF OXNARD SPECIFICATION NUMBER PW10-06

Exhibit INS-G

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

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

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

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

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

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

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. A-7582
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-G.doc



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/05/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (213) 630-3200 FAX (A/C. No.): (213) 689-4450		
	E-MAIL ADDRESS:		
INSURED Toro Enterprises, Inc. P.O. Box 6285 Oxnard CA 93031 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Old Republic General Ins Corp		24139
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570049568624** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC			A1CG04331200	10/01/2012	10/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ Deductible: ☒ \$1,000 comp/collision			A1CA04331200	10/01/2012	10/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	A1CW04331200	10/01/2012	10/01/2013	☒ WC STATU-TORY LIMITS E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE-EA EMPLOYEE \$1,000,000 E.I. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Toro Job #5838 - PW10-06 Del Norte Boulevard Improvements Reference No. A-7582.
City of Oxnard, its City Council, Officers, Employees, and volunteers are Additional Insureds. Coverage is primary and non-contributory. Waiver of Subrogation applies. Auto AI & GL AI Endorsements and WC Waiver Attached

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard Risk Manager, Reference No. A-7582 300 West Third Street, Suite 302 Oxnard, CA 93030 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>

Holder Identifier : 5638 - PW10-06

Certificate No : 570049568624

OLD REPUBLIC GENERAL INSURANCE CORPORATION

ADDITIONAL INSURED WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

The following is added to Section II – Liability Coverage, A. – Coverage, 1. Who Is An Insured:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which required you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lessor of:
1. The coverage or limits of this policy, or
 2. The coverage or limits required by said contract or agreement.

Named Insured	Toro Enterprises, Inc.		
Policy Number	A1CA04331200	Endorsement No.	000
Policy Period	10/01/2012 to 10/01/2013	Endorsement Effective Date:	10/01/2012
Producer's Name:	OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC.		
Producer Number:	0000007000		

OLD REPUBLIC GENERAL INSURANCE CORPORATION

AMENDMENT OF OTHER INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

Section IV – Business Auto Conditions, B. – General Conditions, 5. – Other Insurance, a. is replaced by the following:

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. However, if there is other collectible insurance, the insurance provided by this Coverage Form with respect to such covered auto, is excess over such other collectible insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
- (1) Excess while it is connected to a motor vehicle you do not own;
 - (2) Primary while it is connected to a covered "auto" you own. However, if there is other collectible insurance with respect to such "trailer," the insurance provided by this Coverage Form is excess over such other collectible insurance.

Named Insured	Toro Enterprises, Inc.		
Policy Number	A1CA04331200	Endorsement No.	000
Policy Period	10/01/2012 to 10/01/2013	Endorsement Effective Date:	10/01/2012
Producer's Name:	OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC.		
Producer Number:	0000007000		

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Name of Additional Insured Person(s)
Or Organization(s):

Location(s) of Covered Operations

As required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	Toro Enterprises, Inc.		
Policy Number	AICG04331200	Endorsement No.	000
Policy Period	10/01/2012 10/01/2013	to	Endorsement Effective Date: 10/01/2012
Producer's Name:	OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC.		
Producer Number:	0000007000		

CG EN GN 0029 09 06

OLD REPUBLIC GENERAL INSURANCE CORPORATION

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

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

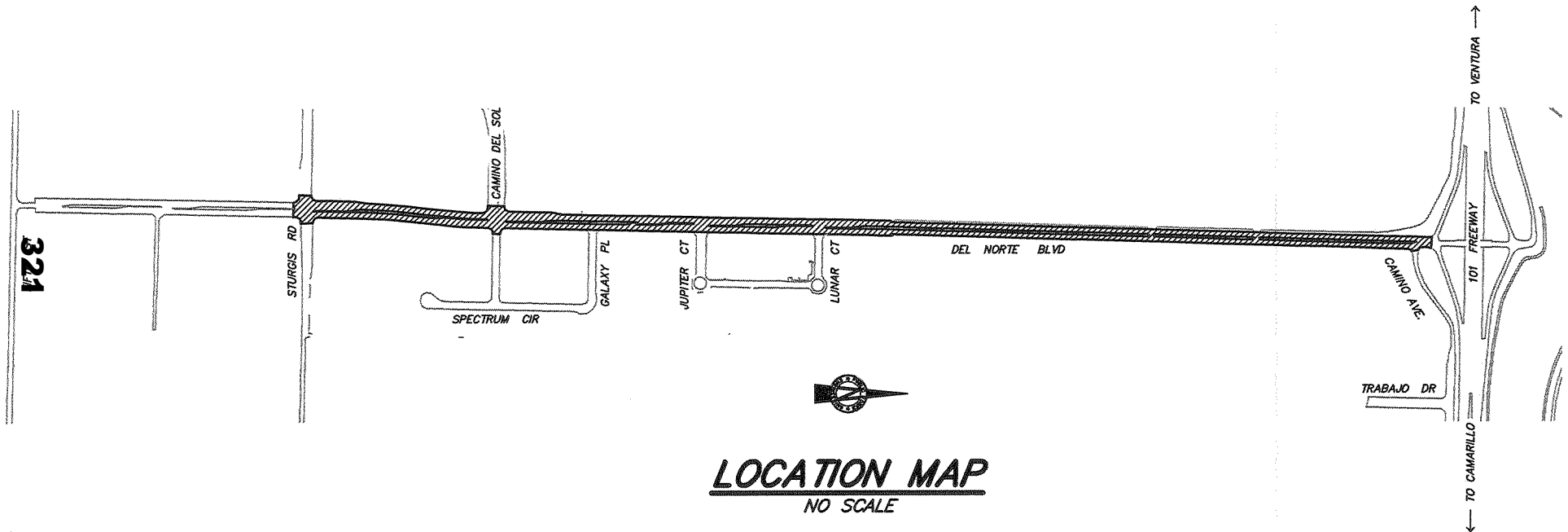
Schedule

WHEN REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is \$0.00

Named Insured	Toro Enterprises, Inc.		
Policy Number	A1CW04331200	Endorsement No.	000
Policy Period	10/01/2012 - 10/01/2013	Endorsement Effective Date:	10/01/2012
Producer's Name:	OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC.		
Producer Number:	0000007000		

DEL NORTE BOULEVARD ARTERIAL RESURFACING PROJECT SPECIFICATION NO. PW10-06



LOCATION MAP
NO SCALE

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works
 Project/Program
 Manager: Rob Rohanian

Date: May 14, 2013
 Phone: 385-7682

Reason for Appropriation:

To recognize Federal grant funds through Caltrans Project No STPL - 5129 (074) per. Program Supplement No. 059 of Agreement 07-5129R and reduce Measure O capacity.

Accounts and Descriptions

AMOUNT

Fund: MEASURE O (104)

Expenditures/Transfers Out

DEL NORTE ARTERIAL RESURFACING (083121)

104-3040-803.86-05 CAPITAL OUTLAY / IMPROVEMENTS - MAJOR REPAIR (1,032,354)

Sub-total Expenditures (1,032,354)

Net Change to Fund Balance 1,032,354

Fund: FEDERAL TRANSPORTATION MULTI-YEAR GRANT (275)

Revenues/Transfers In

DEL NORTE ARTERIAL RESURFACING (083121)

275-3040-531.72-01 FEDERAL GRANT REVENUES 1,462,212

Sub-total Revenues 1,462,212

Expenditures/Transfers Out

DEL NORTE ARTERIAL RESURFACING (083121)

275-3040-826.86-05 CAPITAL OUTLAY / IMPROVEMENTS - MAJOR REPAIR 1,462,212

Sub-total Expenditures 1,462,212

Net Change to Fund Balance 0

Net Appropriation Change 429,858

Approvals

Department Director

Chief Financial Officer

City Manager

[Signatures]
 Department Director
 James Cameron
 Karen R. Burkhardt

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

Prepared By: Will Reed

Agenda Item No. K-1Reviewed By: City Manager [Signature]City Attorney [Signature]Finance [Signature]

Other (Specify) _____

DATE: April 22, 2013

TO: City Council

FROM: William E. Wilkins, Housing Director

SUBJECT: Re-Allocation of 2012-13 Emergency Solutions Grant Funds between existing projects

RECOMMENDATION

That City Council:

1. Approve the First Amendment of the Fiscal Year 2012-2013 Annual Action Plan (Plan).
2. Approve the Re-Allocation of funds between projects of the FY2012-2013 Emergency Solutions Grant (ESG) Award.

DISCUSSION**Background**

On May 1, 2012, City Council approved the final draft of the Plan, including the award of the ESG to the following agencies in the amount of \$102,402.

The additional reallocation of funding in HMIS is necessary because HMIS, a homeless service database, is no longer administered by the United Way of Ventura County. However, it is a mandated requirement for all Continuum of Care (CoC) recipients, as well as ESG and CDBG recipients under the Homeless Emergency and Rapid Transition to Housing (HEARTH) Act of 2009. HUD expects all homeless service providers to participate in the local or regional HMIS, even those that are not HUD-funded agencies. Additionally, HUD requires training for HMIS Lead Agencies, providers and end users. The reallocation of funds will allow for City staff to assist non HUD funded agencies in HMIS participation, purchase required licenses for participation and to attend mandatory training as directed under the HEARTH Act.

FY 2012-2013 EMERGENCY SOLUTIONS GRANT PROGRAM AWARDS		
Agency Name	Approved Allocations by City Council on May 1, 2012	Revised Allocations Proposed by the First Amendment
Turning Point Foundation	\$20,000	\$19,000
St. Vincent de Paul	\$70,000	\$68,000
United Way-Homeless Management Information System	\$12,402	-0-
City of Oxnard Homeless Management Information System	-0-	\$15,402
Totals	\$102,402	\$102,402

FINANCIAL IMPACT

There is no financial impact to the City's General Fund.



Meeting Date: 5/14/2013

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

Prepared By: James Cameron

Agenda Item No. 0-1

Reviewed By: City Manager

City Attorney

Finance

Other (Specify)

DATE: May 2, 2013**TO:** City Council**FROM:** James Cameron, Chief Financial Officer
Finance Department**SUBJECT:** General Fund Financial Review**RECOMMENDATION**

That City Council receive a report on General Fund financial projections.

DISCUSSION

The purpose of this report is to review General Fund financial projections that will provide a basis for the FYs 2013-14 & 2014-15 Two-year Budget. The first step in this process is a forecast of current year revenues and expenditures. From that base, projections can be made of revenues in future years. In general, these forecasts assume moderate, but stable economic growth over the next four years with a potential slow down reflected in the fifth year. FY 2013-14 growth is projected at 2%, increasing to 3% in FY 2014-15.

The economy continues to recover; however, high unemployment and the inability of the Federal government to address the budget deficits have had a negative impact on economic growth. While the unemployment rate continues to improve, it remains at a stubbornly high 7.6% nationally and 10.6% in Oxnard. The housing market has also been a positive driver for the economy with improvements in housing starts and prices. At the local level, housing prices in March were up 19% compared with a year ago.

Based on the first nine months of the fiscal year, the General Fund budget is projected to remain in balance through the end of the fiscal year. While revenues are now projected to be \$2.1 million lower than budgeted, expenditures are projected lower by \$2.3 million. This revenue shortfall is driven by charges for services, licenses and permits collection of fines, and interest earnings. Property and Sales taxes are projected to exceed the budget by a combined \$755 thousand. Expenditure savings are primarily the result of vacant positions net of overtime costs. The cost of a special election has been included in this projection.

Looking to FY 2013-14, General Fund revenues are projected to recover from the current year's shortfall. Revenues are forecast to be \$108.6 million, about \$95 thousands lower than the current year

budget. Compared to the current year forecast, this reflects a \$2 million increase. Property taxes are projected to grow 3% with sales taxes growing 5%. Other revenues are projected to grow between 2 and 3% for the most part. FY 2014-15 revenues are project to increase to \$111.7 million, a 3% increase.

FINANCIAL IMPACT

The recommended action to receive the Fiscal Year 2012-13 General Fund financial update has no direct financial impact.

Attachment #1 - FY 2012-13 General Fund Budget Update
#2 - FY 2012-13 General Fund Revenue Projection
#3 - FY 2012-13 General Fund Budget Projection
#4 - FY 2013-14 General Fund Revenue Projection
#5 - Five-year General Fund Revenue Projection

FY 2012-13
General Fund
Budget Update (March 2013)
(\$ thousands)

Revenues	
Original Budget	\$ 108,738
Revised Estimated	<u>106,644</u>
Change	<u>\$ (2,094)</u>
<u>Explanation of Revenue Change</u>	
Taxes and Fees	589
Services to Other Programs*	(1,389)
Other Charges for Services	(761)
Licenses & Permits	(149)
Fines & Forfeitures	(190)
Interest Income	(113)
Other	<u>(81)</u>
Total Revenue Change	<u>\$ (2,094)</u>
Expenditures	
Projected Budget Variance	
Personnel Savings	\$ 3,194
Overtime	(922)
Fuel & Equip. Maint.	(14)
Special Election	(200)
Other	<u>258</u>
Total Expenditure Variance	<u>\$ 2,316</u>
Projected Budget Balance	<u><u>\$ 222</u></u>

	Revenue	
* Services to Other Programs - Detail	<u>Shortfall</u>	<u>Savings</u>
City Attorney	(152,000)	160,000
City Manager	(103,000)	143,000
CDC-SA	(500,000)	-
Public Works	(640,000)	318,000

FY 2012-13 General Fund Revenue Projection
based on Revenues through March 2013
(\$ Thousands)

	<u>Budget</u>	<u>Actual Revenues</u>	<u>Current Estimate</u>	<u>Change in Estimate</u>
Property Tax				
Base & Other Non-VLF	26,284	15,314	26,682	398
Property Tax In-Lieu of VLF	14,310	7,163	14,326	16
Sub-total	40,594	22,477	41,008	414
Sales Tax				
Allocation less Refunds	19,813	9,653	19,397	(416)
Triple-Flip	5,432	2,599	6,189	757
Sub-total	25,245	12,252	25,586	341
Other Taxes and Fees				
TOT	3,621	2,351	3,843	222
Business License	4,775	3,514	4,775	-
Franchise	3,558	1,437	3,170	(388)
Sub-total	11,954	7,302	11,788	(166)
Charges for Services				
Services to Other Programs	5,317	2,457	3,928	(1,389)
Development Services	1,976	953	1,546	(430)
Other	3,686	2,191	3,355	(331)
Sub-total	10,979	5,601	8,829	(2,150)
Miscellaneous				
Licenses/Permits	1,984	1,314	1,835	(149)
Intergovernmental	1,789	1,067	1,793	4
Interfund Transfers	11,167	7,147	11,105	(62)
Other	5,026	3,179	4,700	(326)
Sub-total	19,966	12,707	19,433	(533)
Total GF Revenues	108,738	60,339	106,644	(2,094)

FY 2012-13 General Fund Budget Projection
based on Expenditures through March 2013
(\$ Thousands)

	<u>Budget</u>	<u>To Date</u>	<u>Projected</u>	<u>Surplus/ (Deficit)</u>
General Government				
Council	343	245	331	12
City Manager	2,037	1,442	1,894	143
City Attorney	1,463	921	1,303	160
City Clerk	418	306	611	(193)
City Treasurer	1,174	881	1,117	57
Finance	3,426	2,120	3,302	124
Human Resources	965	809	1,095	(130)
Non-Departmental	806	494	608	199
Sub-total	10,632	7,218	10,261	372
Public Safety				
Police	48,801	33,423	47,050	1,751
Fire	14,880	11,075	15,638	(758)
Sub-total	63,681	44,498	62,688	993
Public Works				
Transportation	2,372	1,500	2,054	318
Sub-total	2,372	1,500	2,054	318
Community Development				
Community Development Commission	1,612	1,325	1,701	(89)
Development Services	5,420	3,671	5,157	263
Housing	194	130	182	12
Sub-total	7,226	5,126	7,040	186
Culture & Recreation				
Library	4,272	3,068	4,255	17
Carnegie	423	405	405	18
Recreation	5,264	3,690	5,169	95
General Services (Parks)	9,041	6,430	8,815	226
Sub-total	19,000	13,593	18,644	356
Total Operating Budget	102,911	71,935	100,687	2,224
Transfers & Debt Service	5,856	808	5,763	92
Total General Fund Budget	108,767	72,743	106,450	2,316

FY 2013-14 General Fund Revenue Projection
based on Revenues through March 2013
(\$ Thousands)

	FY 2012-13 Budget	FY 2012-13 Estimate	FY 2013-14 Estimate	Change from Estimate	Change from Budget
Property Tax					
Base & Other Non-VLF	26,284	26,682	27,512	830	1,228
Property Tax In-Lieu of VLF	14,310	14,326	14,755	429	445
Sub-total	40,594	41,008	42,267	1,259	1,673
Sales Tax					
Allocation less Refunds	19,813	19,397	20,562	1,165	749
Triple-Flip	5,432	6,189	6,189	-	757
Sub-total	25,245	25,586	26,751	1,165	1,506
Other Taxes and Fees					
TOT	3,621	3,843	4,035	192	414
Business License	4,775	4,775	4,918	143	143
Franchise	3,558	3,170	3,273	103	(285)
Sub-total	11,954	11,788	12,226	438	272
Charges for Services					
Services to Other Programs	5,317	3,927	3,368	(559)	(1,949)
Development Services	1,976	1,546	1,702	156	(274)
Other	3,686	3,320	3,410	90	(276)
Sub-total	10,979	8,793	8,480	(313)	(2,499)
Miscellaneous					
Licenses/Permits	1,984	1,835	1,967	132	(17)
Intergovernmental	1,789	1,793	1,734	(59)	(55)
Interfund Transfers	11,167	11,105	11,205	100	38
Other	5,026	4,700	4,013	(687)	(1,013)
Sub-total	19,966	19,433	18,919	(514)	(1,047)
Total GF Revenues	108,738	106,608	108,643	2,035	(95)

5 Year General Fund Revenues
(\$ Thousands)

	Budget	Forecast					
	FY 2013	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
Property Tax	40,594	41,009	42,267	43,466	45,558	47,755	47,755
Sales Tax	25,245	25,586	26,751	27,823	28,659	29,520	29,520
TOT	3,621	3,843	4,035	4,237	4,364	4,495	4,495
Business License	4,775	4,775	4,918	5,066	5,218	5,375	5,375
Franchise	3,558	3,170	3,273	3,382	3,411	3,441	3,455
Licenses/Permits	1,984	1,835	1,967	2,052	2,139	2,229	2,229
Intergovernmental	1,789	1,793	1,734	1,779	1,826	1,874	1,874
Interfund Transfers	11,167	11,105	11,205	11,205	11,541	11,888	11,888
Charges for Services	10,979	8,793	8,480	8,592	8,850	9,114	9,114
Other	5,026	4,700	4,013	4,072	4,189	4,311	4,311
Total GF Revenues	108,738	106,609	108,643	111,674	115,755	120,002	120,016

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

Prepared By: Sofia Balderrama

Agenda Item No. R-1Reviewed By: City Manager [Signature]City Attorney [Signature]Finance [Signature]

Other (Specify) _____

DATE: March 13, 2013**TO:** City Council**FROM:** Sofia Balderrama, Management Analyst III
Recreation and Community Services**SUBJECT:** Aquatics/ Learn to Swim Program Discussion**RECOMMENDATION**

That City Council receive information regarding Aquatics/Learn to Swim Program and provide guidance to staff.

DISCUSSION**Background****Current Summer Learn to Swim Program at the Colonia Pool**

For 8 to 12 weeks during the summer months, the Colonia Pool offers residents access to a neighborhood heated pool, 25 feet wide by 65 feet long with a portable lift. Swimming programs include youth swimming lessons, open swim, mommy and me classes, adaptive swim, and adult swimming lessons. In addition, on a weekly basis, the pool is used by City programs such as City Corps, City Summer Camps, Senior Services and the Preschool to You Program. Approximately 250 to 300 participants use the pool daily. With the American Red Cross Certification, the Colonia Pool Lifeguards and Water Safety Instructors are trained to teach swimming lessons and water safety skills to the Colonia pool users.

Over the course of several years now, City Council and staff have heard from various individuals, organizations and other concern citizen's about the importance of youth drowning prevention by providing additional swimming lessons and water safety skills. In response to this need, City staff researched available resources and partners. As a result, the City staff reached out to its long standing partner, the Oxnard Union High School District Educational Services Interscholastic Athletics for cooperation. In October 2012, the City met with the District to discuss ideas and opportunities to expand the existing City aquatics program. Subsequently, the District agreed to work with the City and provide access to two pool facilities for a fee.

Aquatics/Learn to Swim Program at the Rio Mesa High School Pool and the Oxnard High School Pool

For a daily facility usage fee of \$45, the Oxnard Union High School District Educational Services Interscholastic Athletics agreed to allow the City to use the Rio Mesa Pool for 8 weeks during the summer months, three hours a day, Monday thru Saturday. In addition, the district agreed to allow the City to have limited access of the Oxnard High School Pool for ten Saturdays during the summer months.

Access to the two pool facilities during the summer months gives over 384 youth, identified as non-swimmers, an opportunity to learn how to swim and learn water safety skills through the City's Aquatics/Learn to Swim Program. The Program is a comprehensive American Red Cross based swim program for youth ages 5 to 15 years old that incorporates the development of basic swim techniques, vital water safety skills and most importantly how to have fun in an aquatic environment.

The goal is to create a water safe community through partnerships, education and awareness.

Update on Use of Pool Facilities

During the week of March 11, 2013, City staff called and left a message with the District staff to confirm agreement. On Wednesday, March 13, 2013, City staff received a call back and was informed the pools were not available anymore. The District staff explained that it was related to the federal budget cuts that included the temporary closing of the Ventura County Naval Base pool which was used for team practices by the Channel Islands High and Hueneme High School Aquatics Program. These two schools must now shift their practices to the remaining pools at Oxnard and Rio Mesa High Schools. This new arrangement has made these pools unavailable to Recreation or any other potential Aquatics/Learn to Swim Programs.

Moving forward, staff will continue to work with the district and partners to seek other opportunities to teach youth how to swim using the following budget estimates:

Item	Description	Total Budget
RIO MESA HIGH SCHOOL POOL:		
Total Personnel	Certified lifeguards, water safety instructors, water safety instructor aides and drivers	\$ 42,705
Total Operations	(Fee for facility, supplies, fuel for vans)	\$ 2,730
	<i>TOTAL AQUATICS/LEARN TO SWIM PROGRAM</i>	<i>\$ 45,435</i>
OXNARD HIGH SCHOOL POOL:		
Total Personnel	Certified lifeguards, water safety instructors, water safety instructor aides and drivers	\$ 18,132

Total Operations	(Fee for facility, supplies, fuel for vans)	\$ 950
	<i>TOTAL AQUATICS/LEARN TO SWIM PROGRAM</i>	<i>\$ 19,082</i>
	TOTAL BUDGET	\$ 64,517

FINANCIAL IMPACT

Since this item is for discussion purposes only, there is no financial impact.



Meeting Date: 05/14/13

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

Prepared By: Brad Windsor, Assistant Fire Chief *BW*Agenda Item No. *R-2*Reviewed By: City Manager *JRP*City Attorney *JA*Finance *BV for Jim Cameron*Other (Specify) *OC***DATE:** April 23, 2013**TO:** City Council**FROM:** James A. Williams, Fire Chief
Fire Department *James A. Williams***SUBJECT:** Study Session on Ocean Lifeguard Services**RECOMMENDATION**

That City Council conduct a study session on Ocean Lifeguard Services.

DISCUSSION

The City Council requested the Fire Department and the Recreation and Community Services Department work together to provide information to the City Council for water safety programs. The Fire Department has prepared a report on Ocean Lifeguard Services.

The report details the components and costs of providing an Ocean Lifeguard program through the Fire Department as a new Marine Safety Division.

The Marine Safety Division proposal would provide ocean lifeguard services from 9 lifeguard towers for a 110 day period from Memorial Day to Labor Day. The proposed area of coverage is approximately two miles of beaches from Sunset Lane to Fifth Street.

The Marine Safety Division staffing would require one Marine Safety Officer (1 FTE) and 39 seasonal lifeguards. The Marine Safety Division would also provide a Junior Lifeguard Program.

FINANCIAL IMPACT

This proposal would require \$811,063 for initial costs (including capital equipment items) for the first year and annual funding of \$403,917.

Attachment - Ocean Lifeguard Service Proposal

Oxnard Fire Department

Ocean Lifeguard Service Proposal



Executive Summary

The Fire Department was charged with the task of developing a plan to provide Ocean Lifeguard Services on the beaches of Oxnard.

This plan is for an Oxnard Fire Department operated Ocean Lifeguard program. These Ocean Lifeguard Services will be provided under the Fire Department proposed Marine Safety Division. A Marine Safety Officer (MSO) will oversee the program on an annual basis. The MSO will manage both the daily operations of the Ocean Lifeguard Program as well as the Junior Lifeguard Program. The Junior Lifeguard program compliments the efforts of the Recreation and Community Services goal of developing a water safe community. Nine towers will be utilized to provide coverage of approximately two miles of beachfront. Tower coverage will begin at the North end of Sunset Lane and end at Fifth Street to the North. Distribution will focus on areas with the highest level of beach patron usage, including Oxnard Beach Park, Embassy Suites, Neptune's Square and Fifth Street. Staffing of Lifeguard Towers will be provided for the 110 day summer season, Memorial Day to Labor Day, 10:00am-6:00pm.

With support of Council and City Staff, implementation of the program is feasible in a 10-12 month time period.

- A. Capital Outlay & Operating Cost Year One: \$811,063
 - 1. Initial Capital expenditures plus annual operating costs.
- B. Annual Operating Costs: \$403,917
- C. Junior Lifeguard Costs:
 - 1. Variable dependent upon student enrollment.
 - 2. See Appendix C

Cost estimates for contracting Ocean Lifeguard services were solicited from the County of Ventura and the California State Lifeguards. The agencies requested a formal Request for Proposal to provide the cost information. A Request for Proposal can be prepared, if desired.

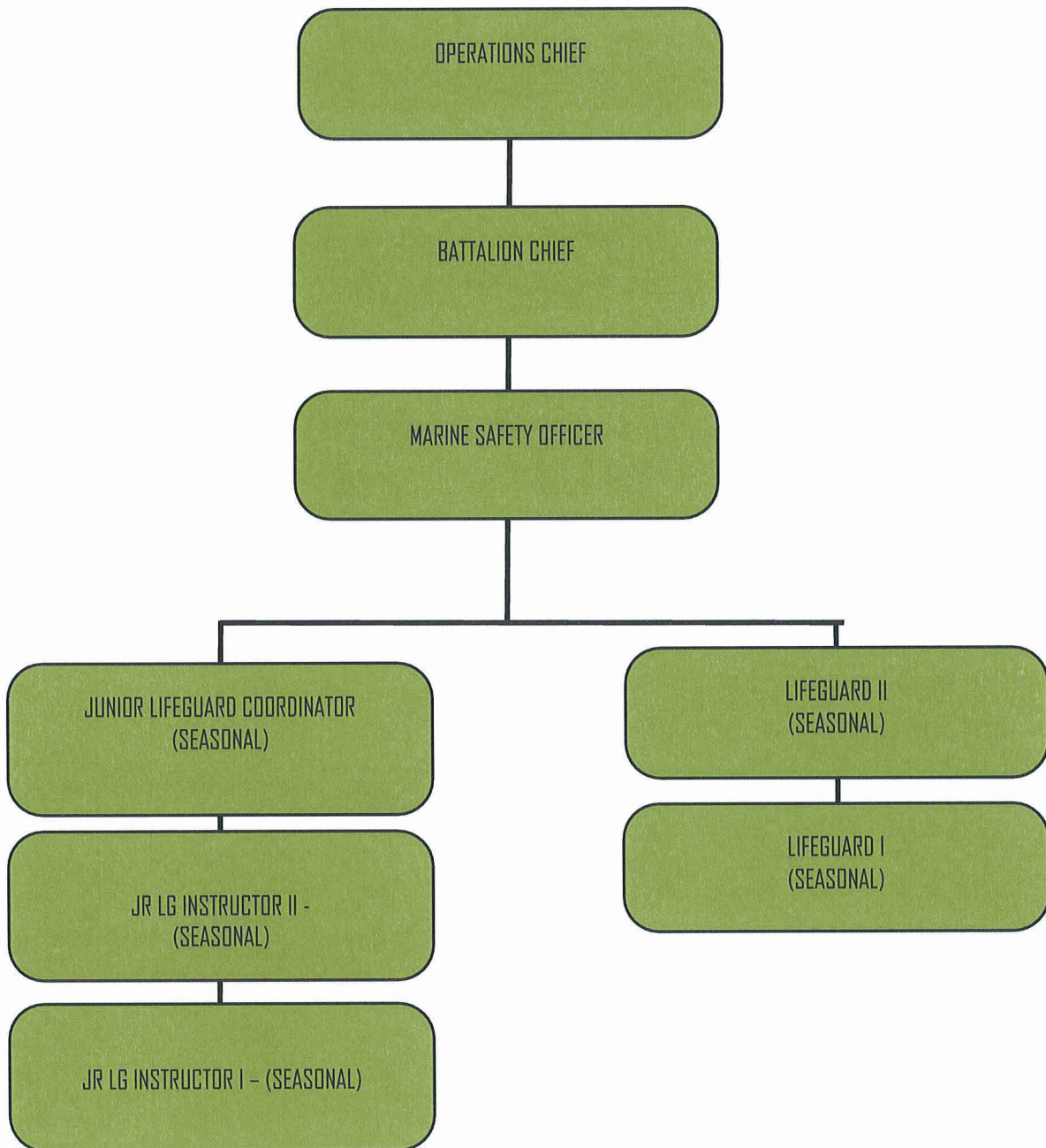
Introduction

The City of Oxnard sits on one of the most valuable and beautiful stretches of coastline in the nation. Enhancing this characteristic to its fullest is a positive economic enhancement opportunity for the city. Providing Ocean Lifeguards on our beaches is only one facet of embracing our coastline and making it a more desirable location.

Our beaches are not without the inherent risks consistent with every other beach in the area. However, these dangers can be protected against with the presence of professionally trained Ocean Lifeguards. Such service can enhance the beach going experience for our residents, and potentially increase tourist activity.

As the current provider of beach and ocean rescue, the Oxnard Fire Department offers this proposal for the city to provide life guard services. In the past ten years, the Oxnard Fire Department responded to approximately 170 water related incidents, with 8 fatalities from ocean incidents.

Organizational Structure



Area of Service

Ocean Lifeguard services will extend from 5th street to the north, to Mandalay Beach Road to the east, to Sunset Beach Lane / Channel Islands Blvd to the south. Nine guard towers will be utilized to provide for optimal beach coverage. This layout will also enable customary cross-coverage of neighboring towers for instances of multiple or simultaneous rescues. Lifeguard patrol vehicles will support the area of service and be available to offer assistance to the area north of 5th street to the McGrath State Beach border when needed.

Beach areas with high concentration of use such as 5th street, Neptune's Square, and the Embassy Suites Beach will be staffed with two towers in close proximity to accommodate the increased risk.

Tower placement is based on maximizing beach and water coverage with the available resources. The strategic locations shown in this proposal will allow for the necessary overlap of adjacent tower service areas while preserving and protecting the ocean views of property owners along the beach.



Tower Locations



Tower Placement

Tower Locations	Tower Number	Spacing
5 th St	T1	
Channel Way	T2	T1 - T2 330 yards
Reef Way	T3	T2 - T3 200 yards
Breakers Way	T4	T3 - T4 500 yards
Neptune's Square	T5	T4 - T5 400 yards
Beach Way	T6	T5 - T6 540 yards
Falkirk	T7	T6 - T7 260 yards
Embassy Suites	T8	T7 - T8 280 yards
Sunset Lane	T9	T8 - T9 250 yards
Lifeguard Coverage Provided	≈ 2 Miles	Average 350 yards between towers

Comparative Tower Spacing by Neighboring Agencies

	Spacing	Number of Towers	Note
Oxnard City	350 yards	9 Towers	2 Miles
Silver Strand Beach	300 yards	4 Towers	1 Miles
Hollywood Beach	365 yards	4 Towers	1.25 Miles
Port Hueneme Beach	250 yards	5 Towers	1 Miles
Ventura St LG's	325 yards	6 Towers	1 Miles
Zuma Beach	225 yards	20 Towers	2.75 Miles
Carpinteria City	150 yards	4 Towers	.25 Miles

Duration of Service

Oxnard City Ocean Lifeguard services will coincide with all surrounding agencies and be provided "Memorial Day to Labor Day". On average this will provide 110 days of beach protection per year. This has proven to be the most cost effective and efficient time range in an effort to provide the highest level of service based on demand.

Lifeguard towers are typically open and in service from 10:00 am to 6:00 pm. The MSO can use discretion and scale up or down hours of service and the number of Ocean Lifeguards to meet the demands of the public. For example, in inclement weather it may be prudent to reduce staff and hours of operation. On the contrary, on a busy summer day, extra Lifeguards can be called back to bolster beach staffing as necessary and/or keep the tower open until dusk if crowds warrant.

The MSO will be a full time year round position within the Fire Suppression Division. During the lifeguard "season", the MSO will oversee daily operations of the Oxnard Ocean Lifeguards during the summer season. The MSO will not patrol the beach on a regular basis in the off season. The MSO's off season will be utilized to coordinate Ocean Lifeguard, Junior Lifeguard, public education, and other job related duties. The MSO position will additionally act as a liaison between the Ocean Lifeguard agency and the Fire Department, specifically assisting with administration of the Water Rescue program training and regional ocean safety meetings.

Appendix A – Cost Projections for Lifeguard Services

Start up Costs			Annual Costs	
Staffing	\$360,504		Staffing	\$360,504
USLA Academy	\$50,575		USLA Academy	\$27,420
Equipment & uniforms	\$389,510		Uniforms	\$5,520
Equipment Maintenance	\$10,473		Equipment Maintenance	\$10,473
Total	\$811,063		Total	\$403,917

Appendix B - Lifeguard Service Plan Comparison

Agency Comparison	Oxnard Fire Lifeguards	Ventura State Lifeguards	Port Hueneme Lifeguards	Ventura County Lifeguards
Number of Towers	9	9	9	9
Annual Per Tower Cost	\$44,879	\$ 42,778	\$ 45,906	\$ 27,778
Annual Cost Estimate to Lifeguard Oxnard Beaches	\$ 403,917	\$ 385,000	\$ 413,150	\$ 250,000
NOTE:				incomplete estimate
Start Up Costs	\$ 389,510	Unknown	Unknown	Unknown
Jr Lifeguard Programs	Yes	No	No	No
Peace Officers	Yes (OPD)	Yes	No	No
Support Vehicles	Yes	Yes	No	No
Lifeguard Towers	Yes	No	No	No
Communications Infrastructure	Yes	Yes	No	No

Appendix C - Junior Lifeguard Budget Estimates

Junior Lifeguard Income		
20 children per session	40 children per session	80 children per session
3 sessions	3 sessions	3 sessions
Total children 60	Total children 120	Total children 240
Tuition costs per child \$300	Tuition costs per child \$300	Tuition costs per child \$300
Total income \$18,000	Total income \$36,000	Total income \$72,000

Expenses		
Operating costs \$3,000	Operating costs \$6,000	Operating costs \$12,000
Labor costs \$21,600	Labor costs \$26,460	Labor costs \$42,480
Equipment costs \$3,870	Equipment costs \$3,870	Equipment costs \$3,870
Total expenses \$28,470	Total expenses \$36,330	Total expenses \$58,350
Net (\$10,170)	Net \$270	Net \$14,850