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

CITY OF OXNARD CALIFORNIA

AGENDA

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

Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
March 4, 2014

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

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

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

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

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

Fire Department

1. SUBJECT: Fire Department Response Statistics. (001)
RECOMMENDATION: Receive Report.
Legislative Body: CC Contact: James Williams Phone: 385-7700

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

Finance Department

1. SUBJECT: Impacts and Options for Absorbing the Golf and PACC Funds into the General Fund and to Address Operational Concerns. (005)
RECOMMENDATION: Receive a report on the impacts and options for absorbing the Golf and PACC Funds into the General Fund and provide direction to staff including operational concerns.
Legislative Body: CC Contact: James Cameron Phone: 385-7461

2. SUBJECT: Measure O Long-term Financial Review. (009)
RECOMMENDATION: Receive a report on the long-term financial status of the Measure O Fund and provide direction to staff.
Legislative Body: CC Contact: James Cameron Phone: 385-7461

Public Works Department

3. SUBJECT: Oxnard Wastewater Treatment Plant Biotowers.
RECOMMENDATION: Receive a verbal report on the status of the Plant Optimization Study and Biotowers replacement.
Legislative Body: CC Contact: Anthony Emmert Phone: 385-8308

L. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

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

1. SUBJECT: Establishing Education Committee (Mayor Flynn)
RECOMMENDATION: Consideration of Establishment of, and Appointment of Two Members of the City Council to, the City of Oxnard Education Committee, the Tasks and Scope of which Shall Be Forming Partnerships with School Districts, Public Agencies and Private Industry to Produce Excellence in Education, and Exploring Ways to Maximize Educational Attainment and Prosperity in Oxnard through Collaborative and Synergistic Planning with Community Stakeholders.

N. 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.

O. 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.

P. STUDY SESSION

Q. 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.

R. 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.

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for February 4 and 11, 2014; Minutes of the Regular Meetings of the Oxnard Community Development Commission Successor Agency for February 11 and 25, 2014; and Minutes of the Special Meeting of the Oxnard Community Development Commission Successor Agency for January 13, 2014. (015)
RECOMMENDATION: Approve.
Legislative Body: CC/SA Contact: Daniel Martinez Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review. (027)
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

Finance Department

3. SUBJECT: Third Amendment to Ground Lease with Continuing Development, Incorporated. (029)
RECOMMENDATION: Approve and authorize the Mayor to execute a Third Amendment to Ground Lease with Continuing Development, Incorporated (CDI) (A-5935) for the use of land at Colonia Park for Green Valley Children's Center.
Legislative Body: CC Contact: Rena Bassett Phone: 385-7472

4. SUBJECT: Second Reading of Ordinance No. 2880 Dissolving CFD 88-1 and Dissolving all Associated Liens Thereof. (055)
RECOMMENDATION: Second reading and adoption.
Legislative Body: CC Contact: Mike More Phone: 385-7480

T. ADJOURNMENT

Item # G-1

CITY OF OXNARD CALIFORNIA

INFORMATION ONLY

NO ACTION REQUIRED

DATE: February 18, 2014

TO: City Council

FROM: James A. Williams, Fire Chief James A. Williams

SUBJECT: Transmittal of Information - Fire Department Response Statistics

The Fire Department response statistics for January 1, 2013 through September 23, 2013 are attached. The new Computer Aided Dispatch and Records Management System went live on September 23, 2013 and Fire Department staff are in the process of identifying miscellaneous reports in the new system to provide information to management over the next six months. These reports are included to provide information to City Council on the performance of the Fire Department in responding to both emergency and non-emergency calls for service.

Emergency calls for service are categorized as Priority 1 calls. Non-emergency calls for service are categorized as Priority 2 calls. All Priority 1 calls are included under the response time goal. Priority 2 calls do not have a response time goal.

The Oxnard Fire Department's adopted response goal is five minutes or less, 90% of the time. The five minute response time includes one minute for preparation (donning appropriate Personal Protective Equipment) after receiving a call from the dispatch center and four minutes of travel time to the scene of the emergency.

The National Fire Protection Agency Standard 1710 sets time standards for fire department resource responses on emergency calls. This standard also provides for the first arriving fire department resource to be on-scene within a five minute response time. The standards also allows for the full assignment (on structure fires) to arrive at the scene within eight minutes.

Attachment #1: Fire Department Response Times Report 2013

CITY OF OXNARD CALIFORNIA

Response Statistics January 1, 2013 through September 23, 2013		
Responses by category	**Percentage**	**Number of Responses**
Haz Condition	7%	901
Medical	58%	8182
Assist other agency		108
Fire related	15%	2116
Public assistance	2%	347
TC	8%	1149
Haz Mat		53
Water Rescue		32
Mutual aid	8%	1182
Usar		48
haz mat, usar,water rescue, aoa total	2%	
	100%	**14118**
Fire related calls	**Responses**	**Number of Fires**
Apt fire	249	33
com fire	245	29
residential	619	95
alarm	581	537
dumpster	112	112
illegal burn	42	42
vegetation fire	63	63
vehicle fire	106	106
fire unknown	99	99
Total	**2116**	**1116**

ATTACHMENT 1
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CITY OF
OXNARD
CALIFORNIA

FIRE OXNARD RESCUE

Response Statistics January 1, 2013 through September 23, 2013		
Fire Station	NFPA 1710 Compliance*	Total No Priority 1 Calls**
Station 1	62%	2954
Station 2	63%	1364
Station 3	68%	2034
Station 4	64%	1115
Station 5	67%	1338
Station 6	62%	1537
Station 7	58%	470
Total		**10812**
	Overall NFPA 1710 objective	
	63%	

*NFPA 1710 Response Time Goal: The percentage of time the first engine company arrives on scene at a fire suppression incident in 5 minutes or less, 90% of the time includes turnout time.

** Priority 1 Calls - are responses to life threatening or potenially life threatening medical or fire related situations.

ATTACHMENT 1
Page 2 of 3

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 3 / 4 / 14

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 JC Agenda Item No. K-1

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

DATE: February 21, 2014

TO: City Council

FROM: James Cameron James Cameron
Chief Financial Officer

SUBJECT: Impacts and Options for Absorbing the Golf and PACC Funds into the General Fund and to Address Operational Concerns

RECOMMENDATION

That City Council receive a report on the impacts and options for absorbing the Golf and PACC Funds into the General Fund and provide direction to staff including operational concerns.

DISCUSSION

Over the past year, the City Council has received and discussed various reports on the Golf and PACC enterprise funds. On January 28 the Council directed staff to return with options for absorbing the Golf Fund into the General Fund and on February 4, Council discussed options for the PACC. Based on those discussions, tonight's report looks at the impacts of absorbing both funds into the General Fund and options for making that transition.

The Golf and PACC funds are currently accounted for as enterprise funds with the option for subsidies from the General Fund. While the PACC received a consistent subsidy of between $900,000 and $1,000,000, the Golf fund subsidy has varied depending on the revenues generated from Golf operations. The main driver for the Golf subsidy is the debt service on bonds sold to fund the original construction, which mature on June 1, 2016. The Golf fund ended FY 2012-13 with a cash shortfall of close to $1.7 million while the PACC fund had a $1.6 million shortfall. The current year shortfall is projected to be $1.2 million for Golf and $250,000 for PACC. By the end of this fiscal year, the Golf fund will require $2.9 million with close to $1.9 million required for the PACC for a combined $4.8 million.

The impacts on the General Fund can be looked at in terms of one-time and ongoing costs to tax payers. Because only 1/3rd of the fiscal year remains, it is not feasible to make adequate reductions to absorb the $4.8 million against the current year budget without substantial reductions in services and layoffs including Public Safety. This would be the equivalent of close to a 15% annual reduction to achieve these savings over the remaining four months. If Council prefers to address the cash shortfall this fiscal year, an option (Option 1) would be to cover this amount from General Fund balance, reducing it to $6.5 million or about 6% of General Fund Revenues.

Addressing this fund shortfall over several years provides Council with more flexibility to make a prudent decision. It is also important to consider the fact that a large part of the annual Golf shortfall will discontinue after FY 2015-16. While not optimal, a second option (Option 2) is to continue to carry cash deficits in the two funds through FY 2015-16 and address the combined annual shortfall of approximately $1.5 million. Both the Golf and PACC would remain as enterprise funds until the cash shortfall is eliminated. Various scenarios under Option 2 are provided below.

Scenario 1

	Annual Shortfall	Unbudgeted Subsidy *	Cumulative Shortfall
FY 2012-13	1,500,000	-	3,300,000
FY 2013-14	1,500,000	-	4,800,000
FY 2014-15	1,500,000	1,500,000	4,800,000
FY 2015-16	1,500,000	1,650,000	4,650,000
FY 2016-17	350,000	1,800,000	3,200,000
FY 2017-18	350,000	1,950,000	1,600,000
FY 2018-19	350,000	1,950,000	-
FY 2019-20	350,000	350,000	-

* Assumes budgeted PACC subsidy of $1 million.

The above Scenario 1 assumes the shortfall is addressed over five years and the subsidy is increased $150,000 each year with an ongoing requirement of $350,000. Alternatively and more appropriate, the operating costs of the two funds could be reduced $150,000 each year ($150,000 FY 2015-16 and $300,000 FY 2016-17). In either case, the cumulative shortfall will be eliminated by 2018-19. The advantage of this scenario is that anticipated developer fees for Golf could be used to eliminate the shortfall much sooner with a smaller General Fund impact. Although this scenario has a relatively small General Fund impact of less than 2%, there would be service impacts.

If Council prefers a faster elimination, Scenario 2 below would provide a three year plan, but require an additional $1 million in annual reductions to General Fund programs.

Scenario 2

	Annual Shortfall	Unbudgeted Subsidy *	Cumulative Shortfall
FY 2012-13	1,500,000	-	3,300,000
FY 2013-14	1,500,000	-	4,800,000
FY 2014-15	1,500,000	2,600,000	3,700,000
FY 2015-16	1,500,000	2,700,000	2,500,000
FY 2016-17	350,000	2,850,000	-
FY 2017-18	350,000	350,000	-

* Assumes budgeted PACC subsidy of $1 million.

A third Option (Option 3) would be to identify $6.3 million ($4.8 + $1.5 million) in reductions for FY 2014-15. This would require drastic service reductions and layoffs and have a significant financial impact on the City. To avoid service reductions Council may need to reconsider recent wage increases awarded to labor groups and/or open discussions with labor groups regarding benefits such as retirement. The annual cost of the increases provided to various labor groups over the past three years is $5.5 million not counting the impact of step increases. If the employees were required to pay their share of PERS (7% non-safety), that would save approximately $1.7 million.

FINANCIAL IMPACT

The options and scenarios presented in this report (summarized below) to address the shortfalls in Golf and PACC funds have varying impacts on the General Fund and the services provided with General Fund revenues. While Option 1, which represents an immediate transfer into the General Fund, minimizes the annual impact, it would reduce the General Fund balance to $6.5 million. Scenarios 1 and 2 under Option 2 have potentially lower impacts by extending the elimination of the shortfall over three to five years and defer absorbing Golf and PACC into the General Fund. This allows time for payment of developer fees anticipated for the Golf Fund. Option 3, which assumes deferring the impact to FY 2014-15, has the most drastic impact on services and would likely require renegotiation of existing labor agreements. These options are summarized in the following matrix.

	From Fund Balance	Annual 2014-15	2015-16	2016-17
Option 1	4,800,000	1,500,000	1,500,000	350,000
Option 2				
Scenario 1 (5 yr)	-	1,500,000	1,650,000	1,800,000
Scenario 2 (3 yr)	-	2,600,000	2,700,000	2,850,000
Option 3	-	6,300,000	350,000	350,000

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 3 / 4 / 14

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 JC ______ Agenda Item No. K-2

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

DATE: February 26, 2014

TO: City Council

FROM: James Cameron James Cameron
Chief Financial Officer

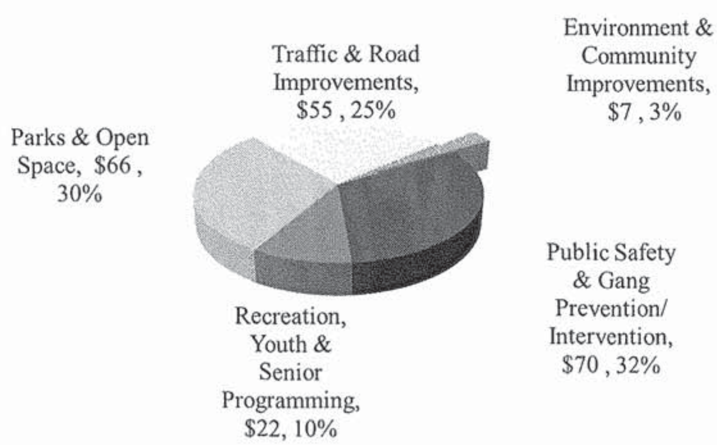
SUBJECT: **Measure O Long-term Financial Review**

RECOMMENDATION

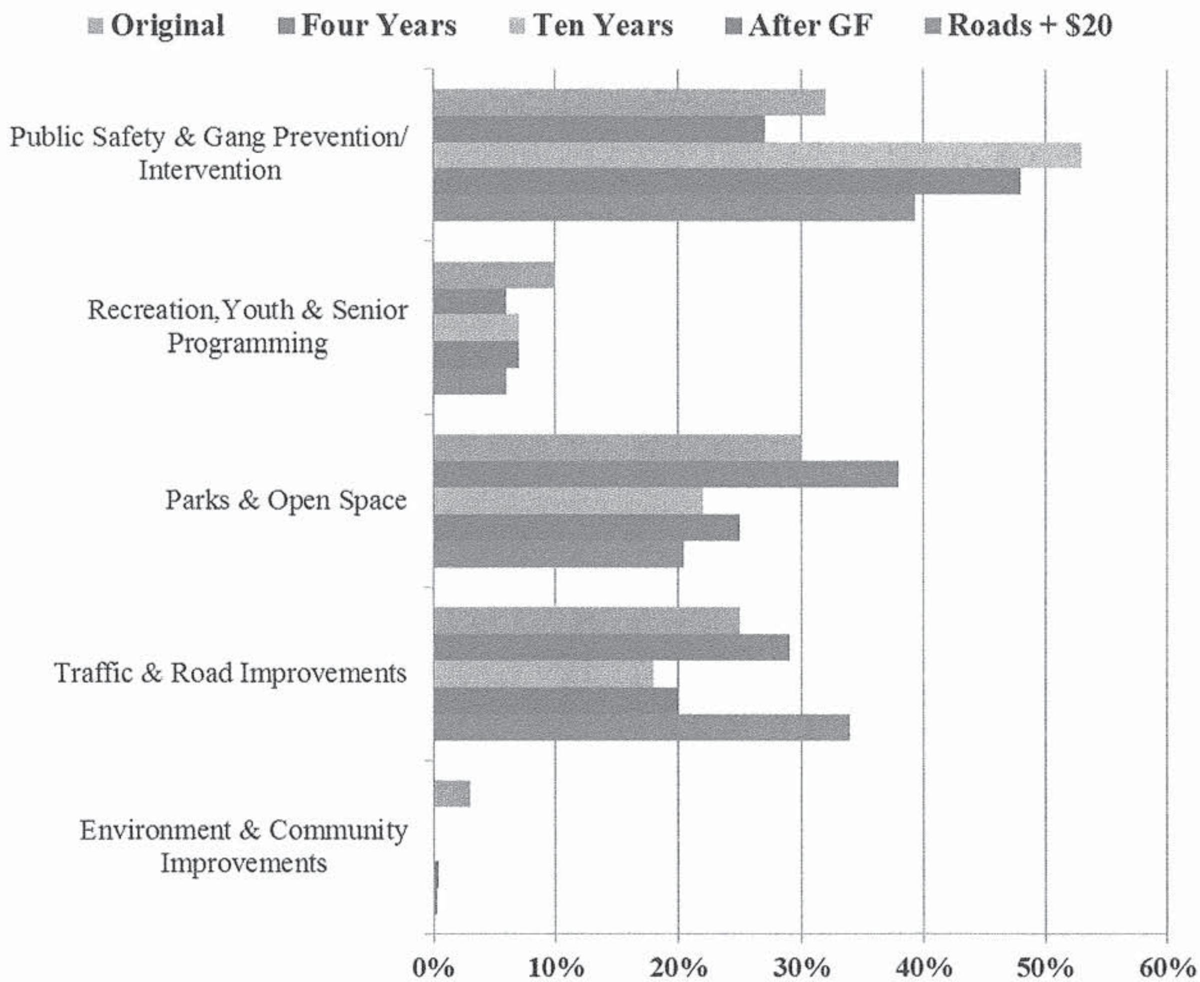
That City Council receive a report on the long-term financial status of the Measure O Fund and provide direction to staff.

DISCUSSION

On November 4, 2008, Oxnard voters approved Measure "O" for a ½ cent general purpose sales tax increase to be used to enhance City services. More than $50 million in Measure O funding has been collected since April 1, 2009, funding various projects consistent with the intent of residents and the City Council's approved priorities for clean, safe, prosperous, and attractive neighborhoods. Additionally, the Measure O Citizen Oversight Committee (COC) established by the City Council, has met regularly to review Measure O expenditures and receive the independent Measure O financial audit. Early in the process, the City Council approved an allocation model to guide staff in implementing Measure O priorities as shown in the following graph.



Attachment 1 presents a ten-year analysis of Measure O requirements based on approved programs and projects. Total requirements for the ten-year period would be $101.2 million with revenues of $116 million. In addition, it is projected that $10 million in costs would be picked up by the General Fund beginning with $1.1 million in FY 2015-16. The balance at the end of ten-years would be $24.8 million. The following chart compares the original allocation, budgeted through four years, projected through ten-years, adjusted for the General Fund (GF) transfer, and allocating an additional $20 million to road reconstruction. Because much of public safety costs are personnel, it is assumed the GF transfer would be out of that area.



On the following table, the areas that exceed the original allocation plan are highlighted. In the first four years, Parks & Open Space and Traffic & Road Improvements are higher than the original plan. In the various ten-year scenarios, Public Safety & Gang Prevention/Intervention is higher and Traffic and Roads is higher if $20 million were authorized for road reconstruction.

Measure O Allocation Comparison

	Original Plan	Through FY 2014	Ten Years	After Transfer	$20 million Roads
Public Safety & Gang Prevention/ Intervention	32%	27%	53%	48%	39%
Recreation, Youth & Senior Programming	10%	6%	7%	7%	6%
Parks & Open Space	30%	38%	22%	25%	20%
Traffic & Road Improvements	25%	29%	18%	20%	34%
Environment & Community Improvements	3%	<1%	<1%	<1%	<1%

FINANCIAL IMPACT

Over the first four years of Measure O, Council has been fairly conservative in authorizing projects such that sizeable fund balances have remained each year. There is capacity remaining for appropriation mostly for one-time uses. Conservatively, an additional $1 million could be authorized for ongoing costs.

Attachment: Measure O ½ Cent Sales Tax Ten-Year Analysis of Approved Programs & Projects

Measure "O" 1/2 Cent Sales Tax
Ten-Year Analysis of Approved Programs & Projects

Project/Program	Funded	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Total 10 Yr
Traffic & Road Improvements											
Alley Reconstruction	1,950,000	-	19,444	17,591	1,912,965	-	-	-	-	-	1,950,000
Green Alleys	50,000	-	-	-	50,000	-	-	-	-	-	50,000
Del Norte Reconstruction	567,646	-	-	36,031	531,615	-	-	-	-	-	567,646
ITS	3,600,000	-	119,327	3,062,768	417,905	100,000	100,000	100,000	100,000	100,000	4,100,000
Roadway Reconstruction	4,000,000	-	-	-	4,000,000	-	-	-	-	-	4,000,000
Roadway Repair	2,662,000	648,457	844,540	608,765	560,238	500,000	500,000	500,000	500,000	500,000	5,162,000
Tierra Vista Resurfacing	1,911,270	-	15,228	1,896,042	-	-	-	-	-	-	1,911,270
Parks & Open Space											
Campus Park Phase I	380,000	110,968	37,498	115,172	116,362	-	-	-	-	-	380,000
Campus Park Phase II	470,000	128,324	34,897	-	306,779	-	-	-	-	-	470,000
College Park Project - Phase IC	14,136,598	2,884,570	8,411,881	1,567,448	1,272,699	600,000	600,000	600,000	600,000	600,000	17,136,598
Del Sol Park Walking Track	210,000	19,030	146,654	9,022	35,294	5,000	5,000	5,000	5,000	5,000	235,000
Durley Park Upgrades	830,000	-	47,733	463,398	318,869	5,000	5,000	5,000	5,000	5,000	855,000
East Village Park	2,694,000	-	-	-	2,694,000	-	180,000	180,000	180,000	180,000	3,414,000
Lemonwood Park Env. Work	15,000	-	-	11,750	3,250	-	-	-	-	-	15,000
Boys & Girls Club Parking Lot	30,000	-	-	25,224	4,776	-	-	-	-	-	30,000
Sports Park Project	150,000	135,691	12,749	1,202	358	-	-	-	-	-	150,000
Recreation, Youth & Senior Programming											
College Park - Programming	160,000	-	-	-	160,000	160,000	160,000	160,000	160,000	160,000	960,000
Youth Center	100,000	-	-	-	100,000	-	-	-	-	-	100,000
Community Based Organization Contributions	398,919	115,770	7,944	125,205	150,000	150,000	150,000	150,000	150,000	150,000	1,148,919
Day at the Park - Special Needs	13,309	-	-	1,309	12,000	12,000	12,000	12,000	12,000	12,000	73,309
Homework Center at Main Library	44,599	-	-	14,599	30,000	30,000	30,000	30,000	30,000	30,000	194,599
Library - WiFi	62,000	-	-	3,399	58,601	2,000	2,000	2,000	2,000	2,000	72,000
Senior Nutrition Program Enhancement	44,642	-	-	4,642	40,000	40,000	40,000	40,000	40,000	40,000	244,642
Mobile Activity Center Services	45,000	-	-	15,000	30,000	30,000	30,000	30,000	30,000	30,000	195,000
New Senior Center/Upgrades	100,000	-	-	70,118	29,882	-	-	-	-	-	100,000
Senior Center Programming	100,000	-	2,000	65,527	32,473	-	-	-	-	-	100,000

Attachment 1
Page 1 of 3

Measure "O" 1/2 Cent Sales Tax
Ten-Year Analysis of Approved Programs & Projects

Project/Program	Funded	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019		Total 10 Yr
Oxnard Tennis Center Courts Resurfacing	74,900	74,900	-	-	-	-	-	-	-	-		74,900
PAL Youth Services	596,388	22,608	64,405	309,375	200,000	200,000	200,000	200,000	200,000	200,000		1,596,388
Preschool to You Program Enhancement	568,278	127,618	146,795	158,865	135,000	135,000	135,000	135,000	135,000	135,000		1,243,278
South Oxnard Center Floor Replacement	61,990	61,990	-	-	-	-	-	-	-	-		61,990
Snackbar - Community Center Park West	405,000	36,102	339,515	21,014	8,369	5,000	5,000	5,000	5,000	5,000		430,000
Public Safety & Gang Prevention/Intervention												
Alliance Safety Blueprint - Youth Development	200,000	96,800	29,979	11,772	61,449	-	-	-	-	-		200,000
City Corps Townkeeper Program	1,630,633	212,692	351,056	583,885	483,000	550,000	550,000	550,000	550,000	550,000		4,380,633
City Corps Grant	67,000	-	-	-	67,000	-	-	-	-	-		67,000
Enhanced Community Policing	5,227,011	-	1,491,595	1,701,956	2,033,460	2,033,460	2,033,460	2,033,460	2,033,460	2,033,460		15,394,311
Fire Station #8 College Park	2,445,980	-	-	51,980	200,000	2,194,000	5,051,000	5,051,000	5,051,000	5,051,000		22,649,980
Fire Station 8 Ladder Truck	343,758	-	-	-	343,758	-	-	-	-	-		343,758
Fire Station 8 Training Academy SAFER	607,689	-	-	607,689	-	-	-	-	-	-		607,689
Fire Station 8 Training Academy	1,000,000	-	-	-	1,000,000	-	-	-	-	-		1,000,000
Fire Training Academy	400,000	-	42,487	357,513	-	-	-	-	-	-		400,000
Fire Ladder Truck	1,100,000	-	-	-	169,182	169,182	169,182	169,182	169,182	169,182		1,015,092
Fire Station Asphalt Replacement (Stn. 1, 2 & 4)	295,720	101,219	194,503	-	-	-	-	-	-	-		295,722
Police & Fire CAD/RMS	3,400,000	-	484,627	1,477,892	1,437,481	800,000	800,000	800,000	800,000	800,000		7,400,000
TAGRS Graffiti Software System	100,000	28,759	10,965	3,456	56,820	-	-	-	-	-		100,000
Other Community Improvements												
Farm Museum	50,000	-	-	50,000	-	-	-	-	-	-		50,000
Spanish Language	68,930	-	-	18,930	50,000	50,000	50,000	50,000	50,000	50,000		318,930
Total Projects/Programs	**53,368,260**	**4,805,498**	**12,855,822**	**13,468,539**	**19,113,585**	**7,770,642**	**10,807,642**	**10,807,642**	**10,807,642**	**10,807,642**	-	**101,244,654**
Summary by Program												
Public Safety & Gang Prevention/Intervention	16,817,791	439,470	2,605,212	4,796,143	5,852,150	5,746,642	8,603,642	8,603,642	8,603,642	8,603,642		53,854,185
Recreation, Youth & Senior Programming	2,775,025	438,988	560,659	789,053	986,325	764,000	764,000	764,000	764,000	764,000		6,595,025
Parks & Open Space	18,915,598	3,278,583	8,691,412	2,193,216	4,752,387	610,000	790,000	790,000	790,000	790,000		22,685,598
Traffic & Road Improvements	14,740,916	648,457	998,539	5,621,197	7,472,723	600,000	600,000	600,000	600,000	600,000		17,740,916

Attachment 1
Page 2 of 3

Measure "O" 1/2 Cent Sales Tax
Ten-Year Analysis of Approved Programs & Projects

Project/Program	Funded	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Total 10 Yr
Other Community Improvements	118,930	-	-	68,930	50,000	50,000	50,000	50,000	50,000	50,000	368,930
Total Programs	53,368,260	4,805,498	12,855,822	13,468,539	19,113,585	7,770,642	10,807,642	10,807,642	10,807,642	10,807,642	101,244,654
Transfer to GF							(1,110,000)	(2,230,000)	(3,360,000)	(3,360,000)	(10,060,000)
Revenues		22,295,722	13,456,123	10,032,876	11,700,000	11,700,000	11,700,000	11,700,000	11,700,000	11,700,000	115,984,721
Annual Balance		17,490,224	600,301	(3,435,663)	(7,413,585)	3,929,358	2,002,358	3,122,358	4,252,358	4,252,358	
Cumulative Balance		17,490,224	18,093,783	14,658,120	7,244,535	11,173,893	13,176,251	16,298,609	20,550,967	24,803,325	

AGENDA ITEM NO. S-1

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
February 4, 2014

A. ROLL CALL/POSTING OF AGENDA

At 6:01p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Karen Burnham, Interim City Manager; Stephen Fischer, Interim City Attorney; and Jason Benites, Assistant Police Chief.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Additional staff members present were: Rob Roshanian, Interim Public Works Director; James Cameron, Chief Financial Officer; James Williams, Fire Chief; William "Bill" Wilkins, Housing Director; Matthew Winegar, Development Services Director; Michelle Tellez, Human Resources Director; Christina Aerenlund, Public Information Officer; Grace Magistrale Hoffman, Deputy City Manager; Michael Henderson, General Services Manager; Ashley Golden, Acting Planning and Environmental Services Manager; Martin Erickson, Deputy City Manager and Anthony Emmert, Water Resources Manager.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Commendation to Mary Kay Rummel, the First Poet Laureate of Ventura County.
   DISCUSSION: Ms. Mary Kay Rummel read a poem and commented on the importance of having cultural events in the community.

2. SUBJECT: Presentation of Employee of the Year.
   DISCUSSION: Roger Brooks, selection committee, reviewed the accomplishments of Fire Captain Alex Hamilton who thanked the Council for the recognition.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Martin Jones; Fernando Garcia; Dan Pinedo; Robert Kale and Pat Brown.

S. INFORMATION/CONSENT AGENDA

Human Resources Department

4. SUBJECT: Request to Adjust the Non-Represented Confidential Group Salary/Step Plan. (055)

RECOMMENDATION: Approve the establishment and implementation of step schedule to be effective the first pay period in January 2014.
DISCUSSION: The Human Resources Director briefly outlined benefits received by non-represented employees including accrued leave benefits; SEIU union dues and benefits received by all employees.

The Interim City Attorney briefed the Council regarding requirements for having a "closed session" meeting.

Public comments were received from: Denise Brennecke; Tamara Reese; Cathy Kinney and Cyndi Hookstra.

The Chief Financial Officer stated that the requested increased salary costs would be small compared to overall municipal costs.

The Council discussed: the benefits being requested; differences of benefits received by other unions included SEIU members; cost to create or join a labor union; and time since last raise was received.

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

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

City Manager Department

1. SUBJECT: Operation of the Oxnard Public Access Channel (OPAC). (001)
RECOMMENDATION: Receive the information and options presented on the Oxnard Public Access Channel (OPAC) and provide direction to staff.
DISCUSSION: The Public Information Officer reviewed: 1) the RFP process; 2) options the council may review; and 3) the need to provide detailed RFP information. The Interim City Attorney outlined the City's control of PEG funding.

Public comments were received from: Dan Pinedo; Juan Delgado; George Sorkin and Eileen Tracy.

The Council discussed: funding available; improvement of the bid process; timeline of the RFP process; and accountability of equipment.

ACTION: The City Council provided comments and directions to staff.

Finance Department

2. SUBJECT: Performing Arts and Convention Center Transition to the General Fund. (021)
RECOMMENDATION: Receive a report and provide direction of the option to transition the Performing Arts and Convention Center (PACC) from an enterprise fund to the General Fund.
DISCUSSION: The Chief Financial Officer outlined possible options for the PAC. The Interim City Manager commented on having an Interim Manager at the PAC.

   Public comments were received from: Pat Brown; George Miller; Eileen Tracy; Steve Nash and Abel Magana.

   The Council discussed: great work of staff; moving PAC from an enterprise fund; maintenance of park; funding of PAC; partnership with other agencies; hiring a manager;

   ACTION: The City Council provided comments and directions to staff.

Housing Department

3. SUBJECT: Eligible Uses For Program Income and Re-Programmed Community Development Block Grant Funds. (025)
RECOMMENDATION: Direct staff to appropriate CDBG Program income and Re-Programmed funds to a project specific within previously approved 2013-2014 Direct Benefit Activities/Capital Improvement Projects.
DISCUSSION: The Housing Director reviewed past CDBG fund uses and "shovel-ready" projects. The General Services Manager commented on private property adjacent to Lemonwood Park. The Assistant Police Chief reviewed the CDBG funding of Code Compliance personnel.

   Public comments were received from: Eileen Tracy.

   The Council discussed: CDBG fund use; land next to Lemonwood Park; hiring of Code Compliance Officers; and needed alley repair work.

   ACTION: Moved to fund $300,000 for alley work. (Padilla/Ramirez) Ayes: Flynn, Ramirez, MacDonald, and Padilla. Noes: Perello.

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: City Clerk (S-1).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for January 7 and 14, 2014; Minutes of the Special Meetings of the Oxnard City Council for January 10 and 13, 2014. (027)
RECOMMENDATION: Approve.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (043)
RECOMMENDATION: Approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than $25,000 but less than $250,000.

City Treasurer Department

3. SUBJECT: Quarterly Investment Report for the Second Quarter F/Y 2013-2014. (047)
RECOMMENDATION: Accept the Quarterly Investment Report for the Second Quarter F/Y 2013-2014.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended with comments of Councilmember Perello added to January 14, 2014 (S-2) minutes. (MacDonald/Ramirez) Ayes: Flynn, Ramirez, MacDonald, Padilla and Perello.

L. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The Interim City Manager stated Movoto LLC, real estate firm, reported City of Oxnard as a top nationwide "safe mid-size city" using FBI statistics.

M. CITY COUNCIL BUSINESS / COMMITTEE REPORTS

The Council discussed: Homelessness Task Force Meeting; Oxnard Alliance meeting ; transition of Del Norte MRF; "government channel" access; mental health services; "water" drought information; Lemonwood Park: Ventura County Energy Alliance meeting; and "Quagga" mussels were found in Ventura County.

T. ADJOURNMENT

At 10:17 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
February 11, 2014

A. ROLL CALL/POSTING OF AGENDA

At 4:38 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk: Karen Burnham, Interim City Manager; Stephen Fischer, Interim City Attorney; James Cameron, Chief Financial Officer and Grace Magistrale Hoffman, Deputy City Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from: Martin Jones.

C. CLOSED SESSION

At 4:41 p.m., the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The title and case number of the litigation being discussed is Los Angeles Engineering, Inc. v. City of Oxnard, et al., Ventura County Superior Court Case No. 56-2013-00446057-CU-WM-VTA.

The City Council 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 7 potential cases.

At 5:57 p.m. the City Council reconvened and recessed to the evening session. At 6:03 p.m., the Interim City Attorney reported on direction received and the seven potential cases were not heard.

D. OPENING CEREMONIES

At 6:03 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Community Development Commission Successor Agency. 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: Jeri Williams, Police Chief; Rob Roshanian, Interim Public Works Director; James Williams, Fire Chief; Barbara Murray, Library Director; William "Bill" Wilkins, Housing Director; Matthew Winegar, Development Services Director; Michelle Tellez, Human Resources Director; Martin Erickson, Deputy City Manager; Kymberly Horner, Interim Redevelopment Services Manager and Chris Williamson, Principal Planner.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Harold (no last name provided); George Miller; Jean Joneson; Nancy Pedersen; Martin Jones; Pete Placencia; Bob Nast; Larry Stein; Eileen Tracy and Hector Martinez.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

City Managers Department

1. SUBJECT: Measure "O" Half-Cent Sales Tax Review, Project Discussion, and Consideration of Additional Appropriations. (001)
RECOMMENDATION: Discuss and provide direction for new Measure "O" project funding options and authorize the City Manager to establish appropriate budgets for the approved projects and programs.
DISCUSSION: The Deputy City Manager (Martin) reviewed the function of the Measure O ballot measure; the one-time proposed funding for Measure "O" projects; possible survey options, having a fund reserve and original intentions of the funds.

The Chief Financial Officer reviewed the funding for "enterprises funds" projects. The Interim Public Works Director provided information on the replacement of bio-towers and that a report would be available within a few weeks. The Library Director reviewed the proposed updated library system and types of computers to be used.

Public comments were received from: Bob Allen; Franz Lopez; Julia Heidenrich; John Regan; George Tidd; Julia Chambers; Steve Geoffrion; Tom Cady; Larry Stein; Pat Brown; Nancy Lindholm; Vince Behrens; Terrance Dixon; Pete Placencia; Dan Pinedo; Shirley Godwin; Rebecca Ralph; Harold Ceja and Dan Lechliter.

Councilmembers discussed: proposed Ormond Beach enhancements; the need to replace bio-tanks; cost of building restrooms at Thompson Park; supporting of Gulls Wings and other non-profit organizations; Code Compliance issues; use of Measure O funds and the paving of City streets.

ACTION: Approved funding of proposed projects with Public Works staff returning with report on replacement bio-tanks before release of funding. (Flynn/Ramirez). Ayes: Ramirez, Perello and Flynn. Noes: MacDonald and Padilla.

Finance Department

2. SUBJECT: Strategic Budget Priorities. (007)
RECOMMENDATION: Receive a report and provide direction on the development of strategic budget priorities (SBP) and the budget development calendar for Fiscal Year 2014-15.
ACTION: Concurred to continue to future date.

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments received from: Larry Stein.

S. INFORMATION/CONSENT AGENDA

City Attorney Department

1. SUBJECT: Conflict of Interest Code Amendment. (059)
RECOMMENDATION: Adopt a resolution repealing Resolution No. 14,143 and adopting an amended Conflict of Interest Code pursuant to the Political Reform Act.

City Clerk Department

2. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for December 17, 2013, and January 28, 2014.
RECOMMENDATION: Approve.

City Manager Department

3. SUBJECT: Agreements for City Council Review. (107)
RECOMMENDATION: Approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than $25,000 but less than $250,000.

Development Services Department

4. SUBJECT: Median and Traffic Signal Modifications at the Intersection of Pleasant Valley Road and Rose Avenue. (109)
RECOMMENDATION: 1) Adopt Project Specification No. DS 13-16 for the modification of the existing median and traffic signal at the intersection of Pleasant Valley Road and Rose Avenue; and 2) Approve the special budget appropriation (SBA) recognizing the Federal grant funding of $200,200 from the Highway Safety Improvement Program (HSIP), and transferring existing appropriations of Circulation System Improvement Funds in the amount of $59,800 from project 083139 Victoria Avenue Sidewalk as local match to Pleasant Valley Road and Rose Avenue (Project No. 123102).

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

COMMUNITY DEVELOPMENT SUCCESSOR AGENCY

At 9:56 p.m. the joint meetings with the Community Development Successor Agency Commission concluded.

K. REPORTS

Development Services Department

2. SUBJECT: Report on Agromin Organic Recycling Application to Ventura County Conditional Use Permit (CUP) 5001, Located at 6859 Arnold Road. (033)
RECOMMENDATION: Receive and file a report on the status of the Agromin Organic Recycling (Agromin) application to Ventura County to amend CUP 5001 to continue operation

of Agromin's 9.7-acre outdoor composting operation and the installation of a pre-fabricated 2,900 gross square feet (gsf) anaerobic digestion system on the portion of the Agromin site located in the unincorporated portion of the County.

DISCUSSION: The Principal Planner reviewed applications permits for the organic recycling process, letter of concerns sent County and possible actions the Council may consider.

Bill Camarillo, Agromin, explained the company's business plan, environmental plans; service to the community and plans to move to another site in the future.

Public comments were received from: Pat Brown; Larry Godwin; Shirley Godwin; Steve Nash; Gerard Kapuscik, Nancy Pedersen and Larry Stein.

The Council discussed: proposed location; time schedule of moving facility; activities of Agromin; Ormond Beach restoration, need for "special use" permit and possibility of having an "anaerobic digestion" facility within the City.

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

L. REPORT OF CITY MANAGER

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

City Clerk Department

1. SUBJECT: Appointment of Citizen Advisory Groups. (053)
RECOMMENDATION: 1) That the Mayor, with approval of the City Council, appoint: (a) Three members to the Commission on Homelessness; (b) One member to the Senior Services Commission; and 2) That the City Council appoint: (a) One member to the Planning Commission; and (b) Two members to the Community Relations Commission.
ACTION: Continue to future date.

The Council commented on: Youth Enrichment Program grant meeting; Oxnard Alliance meeting; Downtown Improvement Task Force meeting; VCTC release of Transit funds; need to report of all Council boards/committees including Airport Authority; update of Coastal Plan (Coastal Energy Plant Moratorium); tax assistance program; staff work of the MRF transition and the "zero waste" demonstrations.

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

T. ADJOURNMENT

At 11:31 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
February 11, 2014

A. ROLL CALL/POSTING OF AGENDA

At 6:03 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, Dorina Padilla and Bert Perello 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; Stephen Fischer, Interim General Counsel; Grace Magistrale Hoffman, Deputy Executive Secretary; and Kymberly Horner, Interim 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.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

City Clerk Department

2. SUBJECT: Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for December 3, 10 and 17, 2013, and January 7, 14 and 28, and February 4, 2014. (085) RECOMMENDATION: Approve.

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

K. REPORTS

Community Development Department

1. SUBJECT: Adoption of the Recognized Obligation Payment Schedule for the Period July 1, 2014 – December 31, 2014. (015)
RECOMMENDATION: Adopt **Resolution No. 13** approving the Sixth Recognized Obligation Payment Schedule (ROPS) 14-15A covering the period of July 1, 2014 – December 31, 2014.
DISCUSSION: The Interim Redevelopment Services Manager reviewed the proposed schedule; loans made to Community Development Commission from the City of Oxnard, reduction of obligations and property management list.

   Comments were provided from: Larry Stein; Steve Nash; George Miller and Abel Magana.

   The Commissioners discussed: the approval process of the Oversight Board including selling of property; hiring of consultants/personnel and the ROPS payment schedule.

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

COMMUNITY DEVELOPMENT SUCCESSOR AGENCY

At 9:56 p.m. the joint meetings with the City Council concluded.

L. PUBLIC COMMENTS ON REPORTS

M. REPORT OF EXECUTIVE DIRECTOR/SECRETARY

N. COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY BUSINESS/COMMITTEE REPORTS

O. STUDY SESSION

P. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 9:56 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ	TIM FLYNN
Secretary Designate	Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
February 25, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Special Meeting
January 13, 2014

A. ROLL CALL/POSTING OF AGENDA

At 5:02 p.m., the special 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, Dorina Padilla and Bert Perello were present. The Secretary Designate stated that the agenda was posted on Friday at the 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; Steven Fischer, Interim General Counsel; James Cameron, Chief Financial Officer; Grace Magistrale Hoffman, Deputy Executive Secretary; Martin Erickson, Deputy Executive Secretary and Kymberly Horner, Interim Redevelopment Services Manager.

B. PUBLIC COMMENT

Public comments were received from Steve Nash. The Interim General Counsel discussed legal requirements of describing closed session items.

C. CLOSED SESSION

At 5:10 p.m., the City Council and Successor Agency recessed to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The title and case number of the litigation being discussed is SOCM I, LLC v. City of Oxnard, et al., Ventura County Superior Court, Case No. 56-2012-00427637-CU-MC-VTA.

At 7:02 p.m., the Council and Successor Agency reconvened and the Interim General Counsel Attorney announced directions had been provided by Successor Agency.

D. ADJOURNMENT

At 7:02 p.m. the Successor Agency concurred to adjourn the meeting.

DANIEL MARTINEZ	TIM FLYNN
Secretary Designate	Chairperson

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 03/04/2014

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. S-2

Reviewed By: City Manager KRB City Attorney SMF Finance J.C Other *(Specify)*

DATE: February 25, 2014

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 03/04/2014

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
01	Original Agreement	**Finance - Administration** Jim Cameron 385-7461	**First Southwest Company** Agreement No. 6521-14-FN	**Financial Advisory Services** To provide the City with consulting services to help ensure that any contemplated financing is consistent with the City's long-term financial plan. Through an RFP process conducted in 2010, First Southwest was selected based upon its RFP response as the firm providing the best services at the lowest cost. Staff was satisfied with services provided by First Southwest during the term of the first Agreement A-7374. Generally, expenses under this agreement are incurred only when the City issues debt, and expenses are paid directly from bond proceeds. **Total Contract Amount: $200,000** **FundingSource: Bond Funds**	$200,000
02	Purchase Order	**Public Works - Environmental Resources** Todd Housley 890-3153	**Consolidated Fabricators** Purchase Order No. 4787	**10 cubic yard, 30 cubic yard, and 40 cubic yard Industrial Refuse Containers** Purchase of sixteen 10-cubic yard, six 30-cubic yard, and ten 40-cubic yard Metal Refuse Containers for Industrial refuse services for ongoing replacement of inoperable containers. On October 28, 2013, the Environmental Resources Division and Purchasing solicited bids for Metal Refuse Containers. Three bids were received with Consolidated Fabricators being the lowest responsive bid for Industrial Containers. **Total Contract Amount: $123,669** **FundingSource: Solid Waste Enterprise Fund**	$123,669
03	Purchase Order	**Public Works - Environmental Resources** Todd Housley 890-3153	**Wastequip** Purchase Order No. 4776	**2 cubic yard and 4 cubic yard Front End Loader Refuse Containers** Purchase of fifty 2-yard and one hundred fifty 4-yard Metal Refuse Containers for Commercial refuse and recycling services for ongoing replacement of inoperable containers. On October 28, 2013, the Environmental Resources Division and Purchasing solicited bids for Metal Refuse Containers. Three bids were received with Wastequip being the lowest responsive bid for Commercial Containers. **Total Contract Amount: $115,209** **FundingSource: Solid Waste Enterprise Fund**	$115,209

ATTACHMENT 1
PAGE 1 OF 1

CITY OF

OXNARD

CALIFORNIA

Meeting Date: 03/04/2014

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

Prepared By: Rena Bassett RB Agenda Item No. S-3

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

DATE: February 11, 2014

TO: City Council

FROM: James Cameron, Chief Financial Officer
Finance Department

SUBJECT: **Third Amendment to Ground Lease with Continuing Development, Incorporated (Agreement No. A-5935)**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Third Amendment to Ground Lease with Continuing Development, Incorporated (CDI) for the use of land at Colonia Park for Green Valley Children's Center.

DISCUSSION

On February 13, 2001, the City Council approved a ground lease with CDI allowing CDI to use a portion of Colonia Park on which to locate a child care center. CDI, a California nonprofit corporation, with a 40 year history of providing high quality child care programs for infant, preschool and school age children in Ventura County, currently operates eight (8) centers in Oxnard. The attainment of the highest quality programs in all centers is a major objective of CDI. Presently, five of the eight centers located in Oxnard are accredited by the National Association for the Education of Young Children (NAEYC).

The purpose of this Third Amendment to Ground Lease is to extend the lease for an additional three (3) years, with the term commencing on February 13, 2001 and terminating on February 12, 2017.

FINANCIAL IMPACT

There is no financial impact as a result of this amendment. Rent amount per year is $1.00 for the use of the land.

RB

Attachment #1 - Third Amendment to Original Ground Agreement
Attachment #2 - Original Ground Lease Agreement with Amendments

Agreement No. A-5935

THIRD AMENDMENT TO
GROUND LEASE
LAND/IMPROVEMENTS

This Third Amendment to Ground Lease Land/Improvement ("Lease") is made and entered into in the County of Ventura, State of California, this 13th day of February, 2014, by and between the City of Oxnard, a municipal corporation ("Lessor"), and Continuing Development, Incorporated, a non-profit corporation ("Lessee"). This Third Amendment amends the Lease entered into on February 13, 2001, by Lessor and Lessee. The Lease previously has been amended on January 8, 2002, by a First Amendment, on February 13, 2001, by a Second Amendment.

Lessor and Lessee agree as follows:

1. Paragraph 3 of the Lease shall be amended to read as follows:

   "3. <u>Term</u>

   The term of this Lease shall be for a period of sixteen years, commencing on February 13, 2001 and terminating on February 12, 2017."

2. As so amended, the Lease remains in full force and effect.

CITY OF OXNARD	CONTINUING DEVELOPMENT, INC.
____________________	____________________
Timothy B. Flynn, Mayor	Carol Anderson, President
APPROVED AS TO FORM:	APPROVED AS TO INSURANCE:
For	James Cameron
Stephen M. Fischer, Interim City Attorney	James Cameron, Risk Manager

APPROVED AS TO CONTENT:

____
Rena Bassett, Project Manager

ATTACHMENT 1
PAGE 1 OF 2

Agreement No. A-5935

THIRD AMENDMENT TO GROUND LEASE LAND/IMPROVEMENTS

This Third Amendment to Ground Lease Land/Improvement ("Lease") is made and entered into in the County of Ventura, State of California, this 13th day of February, 2014, by and between the City of Oxnard, a municipal corporation ("Lessor"), and Continuing Development, Incorporated, a non-profit corporation ("Lessee"). This Third Amendment amends the Lease entered into on February 13, 2001, by Lessor and Lessee. The Lease previously has been amended on January 8, 2002, by a First Amendment, on February 13, 2001, by a Second Amendment.

Lessor and Lessee agree as follows:

1. Paragraph 3 of the Lease shall be amended to read as follows:

"3. Term

The term of this Lease shall be for a period of sixteen years, commencing on February 13, 2001 and terminating on February 12, 2017."

2. As so amended, the Lease remains in full force and effect.

CITY OF OXNARD	CONTINUING DEVELOPMENT, INC.
	Carol Anderson
Timothy B. Flynn, Mayor	Carol Anderson, President Child Dev. Inc for Cont. Dev Inc
APPROVED AS TO FORM:	APPROVED AS TO INSURANCE:
Stephen M. Fischer, Interim City Attorney	James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Rena Bassett, Project Manager

ATTACHMENT 1
PAGE 2 OF 2

Agreement No. A-5935

GROUND LEASE
LAND/IMPROVEMENTS

This Ground Lease ("Lease") is made and entered into in the County of Ventura, State of California on this 13th day of February, 2001 by and between the City of Oxnard, a municipal corporation ("Lessor"), and Continuing Development, Incorporated, a nonprofit corporation ("Lessee"), upon the following terms and conditions:

1. Description of Property

a. Lessor hereby leases to Lessee the use of 17,500 square feet of outdoor area at Colonia Park as more particularly described in Exhibit A, attached hereto and incorporated herein in full by this reference ("Land").

b. This Lease confers no benefits or privileges with respect to property in the public park, other than the Land. The Lessee shall have the same rights as, and shall be subject to the same restrictions as, the general public with respect to use of the public park.

2. Improvements

a. The Lessee will construct improvements on the Land ("the Improvements"). The Improvements are two modular child care facilities, playground equipment, and fixtures, as more particularly described on Exhibit B, attached hereto and incorporated herein in full by this reference.

b. The Improvements will be constructed in accordance with all City codes and standards.

c. The Lessee shall obtain, at the Lessee's expense, all permits and entitlements required by the City or any other agency in connection with construction of the Improvements.

d. The plans for the Improvements must be approved in accordance with customary City procedures.

e. The Improvements shall be complete, and the Lessee shall have received a certificate of occupancy, no later than October 1, 2001, or the Lessee shall be deemed to have committed an event of default under this Lease, as described in Section 26. Lessor shall be entitled to exercise all remedies available under Section 26 and by law. Nothing in this Lease obligates Lessor to issue a certificate of occupancy or to otherwise exercise its police power in any particular manner.

f. The terms of this Lease will govern the use, operation and transfer of the Improvements and the exercise of the Lessee's and the Lessor's rights with respect thereto. On termination of this Lease by the expiration of the Lease term, or after ten years, or by default of Lessee, or for any reason, title to all Improvements will pass in fee simple absolute from the Lessee to the Lessor without compensation to the Lessee or the requirement of any additional action by the Lessor or the Lessee.

3. Term

The term of this Lease shall be for ten years commencing on February 13, 2001, and expiring on February 12, 2011, unless sooner terminated as herein provided.

4. Use

a. Improvements shall be used for a child care center with at least 90% of the children served being certified as eligible for State and/or federal subsidized programs. Eligibility shall be in accordance with Education Code sections 8235 and 8263. Fee schedules and eligible family income levels for 2000-2001 are more particularly described in Exhibit C, attached hereto and incorporated herein in full by this reference.

b. Notwithstanding any other provision is this Lease, City shall have the right, subject to the limitations in this subsection 4.b., to use the Land and Improvements for public meetings, City business, and, or recreational purposes organized or carried on by Lessor, at any time during which child care operations are not being carried on by Lessee. Lessor shall be responsible for any costs associated with the use, including but not limited to, maintenance, utilities, security, and clean up. When requested by Lessor, Lessee will provide to Lessor a schedule showing Lessee's anticipated hours of operation for a three month period. Lessor and Lessee. Thereafter, a schedule shall be provided when hours of operation change. Lessor shall provide Lessee within twenty-four hours advance notice of any intent of Lessor to use the Land and Improvements.

c. Lessee shall not discriminate against children, persons, or families because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

5. Rent

a. Lessee agrees to pay to Lessor as "Rent" $1.00 per year for the use of the Land payable on or before the first day of each year during the term of the Lease.

b. The Rent shall not be increased during the term of the Lease.

6. Utilities

a. Lessee shall pay for and furnish the following utilities for the Land and Improvements: water, gas, wastewater, solid waste, electric, heating and air conditioning suitable for the comfortable use and occupancy of the Land and Improvements. Lessee shall make payments directly to the utility company furnishing the services.

b. Lessee shall construct and maintain, at its sole cost, proper connections with any and all water, gas, wastewater, solid waste, and electric lines.

c. Lessee shall pay for, furnish, and maintain all telephone and alarm services on and serving the Land during the term of this Lease.

7. Possession

Lessee shall have the right to possess the Land on February 13, 2001.

8. Mechanic's Lien

Lessee shall maintain the Land and Improvements free from any lien arising out of any work performed on the Land for material and labor furnished to the Land or for any obligation incurred by Lessee.

9. Indemnity

a. Lessee agrees to indemnify, hold harmless and defend Lessor, its City Council and each member thereof, and every officer, employee, representative or agent of Lessor from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs, and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from the negligent acts or omissions of Lessee, its agents, employees, and subcontractors while Lessee is performing under this Lease, or from the use of the Land and Improvements by Lessee, its agents, employees, and subcontractors except in cases of sole negligence on the part of Lessor, its City Council and each member thereof, and every officer, agent, employee, or subcontractor of Lessor.

b. Lessor agrees to indemnify, hold harmless and defend Lessee, and every officer, employee, representative or agent of Lessee, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs, and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from the sole wrongful or negligent acts or omissions of Lessor, its City Council and each member thereof, and every officer, agent and employee of Lessor while Lessee is performing under this Lease, or from the Lessor's failure to personally maintain and repair areas not part of the Land and under the control of the Lessor or its officers, employees, agents or subcontractors.

10. Insurance

a. Lessee shall obtain and maintain during the term of this Lease the insurance coverages as specified in Exhibit INS-N, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirements that Lessee obtain and maintain such insurance coverages.

b. Lessee shall, prior to the use of the Property, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-N. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-N.

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

11. Maintenance and Repair

a. Throughout the term of the Lease, Lessee will maintain the Land and Improvements in good and clean order and condition, and will promptly make all repairs, renewals and replacements (whether interior or exterior, structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen), necessary or appropriate to maintain the Land and Improvements in at least as good condition as their original condition, reasonable wear and tear excepted. All repairs, replacements and renewals will be reasonably equal in quality to the original Improvements. All such actions will performed at the sole expense of Lessee, and Lessor will not be required to maintain, alter, repair, rebuild or replace all or any part of the Land or the Improvements in any way, or to suffer any expense on account of any such actions. Lessee expressly waives any right to make repairs at the expense of the Lessor which might be provided for in any law now or hereafter in effect.

b. Lessor reserves the right to inspect the Land and the Improvements on a semi-annual basis to ensure preventative and routine maintenance of the Land and the Improvements are being performed in an acceptable manner.

c. Lessee shall be responsible for any capital improvements on the Land during the term of the Lease.

12. Taxes and Assessments

Lessee shall pay all real property and possessory interest taxes and assessments levied or assessed against the Land and Improvements or Lessee's interest in and occupancy of the Land and Improvements.

13. Assignment -- Subletting

Lessee shall not sublease the Land and Improvements or any part thereof, nor shall Lessee assign any interest in this Lease without first obtaining the written consent of Lessor. Lessor will not unreasonably withhold Lessor's consent, however, no use other than the use described in this subsection 4.a. shall be permitted, and Lessor shall not be under any obligation to consent to a sublease or assignment to any entity other than a non-profit entity with financial strength and operational capabilities at least equivalent to those of Lessee. Assignment for purposes of this Lease means, in addition to the assignment of all or any interest in this Lease, any merger, consolidation, reorganization, business combination, or other transaction wherein or whereby 20 percent or more of the ownership or membership interests in Lessee, or in any parent company of Lessee, pursuant to which control of Lessee will change or be subject to change. As used herein, "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of Lessee. Lessor's consent to any assignment, subletting, occupation or use by persons other than Lessee shall not be deemed to be a consent to any subsequent assignment, subletting, or grant of permission for use.

14. Entry by Lessor

Lessee shall permit Lessor, its agents or employees to enter into and upon the Land and Improvements at all reasonable times for the purpose of inspections of any portion of the Property. Lessor agrees that such right of entry shall not be exercised in such a manner as to unreasonably interfere with any services or activities conducted by the Lessee on the Land and Improvements.

15. Waiver

A waiver by Lessor of any default by Lessee in the performance of any covenant, term or condition of the Lease shall not constitute or be deemed a waiver of any subsequent or other default.

16. Notices

Except as otherwise provided, any communication between Lessor and Lessee and notices provided for herein shall be given in writing by personal delivery or mail:

To Lessor:	City of Oxnard Facilities Maintenance Supervisor 1060 Pacific Avenue, Building 3 Oxnard, CA 93030
To Lessee:	Continuing Development, Incorporated Vernon A. Plaskett, Chairman 851 East Hamilton Avenue, Suite 200 Campbell, CA 95008-0600

17. Holding Over

After expiration of this Lease, holding over by Lessee, with or without consent of Lessor, shall be deemed as a tenancy from month-to-month subject to all the terms and conditions herein provided.

18. Destruction of Improvements

a. If the Improvements are damaged or destroyed during the term of the Lease, Lessee will as soon as practicable after the casualty restore the Improvements to substantially the condition which existed immediately prior to such damage or destruction. Lessee will not be entitled to any offset or abatement in rent or to any termination or extension of the term of the Lease as a result of deprivation or limitation of use of the Improvements occasioned by any casualty, or by repairs or replacements required by this section; however, failure of Lessee to restore the Improvements shall be an event of default under this Lease, which will entitle Lessor to exercise its remedies for default.

b. Lessee, at the Lessee's option, may continue the occupancy of the Land if the damage or destruction to the Land does not totally impair the Lessee's use of the Land.

c. Insurance proceeds shall be applied by Lessee to the payment of the costs of restoration as such costs are incurred by Lessee. Lessee shall not apply insurance proceeds to any use other than restoration of the Improvements or Land.

19. Governing Law

Lessor and Lessee agree that the construction and interpretation of this Lease and the rights and duties of the Lessor and Lessee hereunder shall be governed by the laws of the State of California.

20. Frustration of Purpose

At any time during the term of this Lease, if the governing body of any political subdivision having competent jurisdiction over the Land should enact any valid zoning ordinance, law or regulation which prohibits the use of the whole or substantial part of the Land for the purposes as provided in this Lease, Lessor agrees that Lessee may elect, within 120 days after the effective date of such ordinance, law or regulation, to cancel this Lease and surrender possession of the Land and all Improvements. Any such cancellation and surrender shall act to release and discharge Lessee from any further obligation under this Lease, and Lessee may move the Improvements, at Lessee's sole expense, to another location so long as this Lease has not expired, or ten years have passed as discussed in subsection 2f.

21. Condemnation

a. In case the whole of the Land or such part thereof as shall substantially interfere with Lessee's use and occupancy thereof shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Lessee or Lessor may terminate this Lease effective as of the date possession is required to be surrendered to such authority, and Lessee may move the Improvements, at Lessee's sole expense, to another location so long as this Lease has not expired, or ten years have passed as discussed in subsection 2f. Lessee shall not because of such taking assert any claim against Lessor or the taking authority for any compensation because of such taking; and Lessor shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Lessee except as provided below.

b. In the event the amount of the Land or the type of estate taken shall not substantially interfere with the conduct of Lessee's business, Lessor shall be entitled to the entire amount of the award without deduction for any estate or interest of Lessee. In such event, Lessor shall promptly proceed to restore the Land and Improvements to substantially their condition prior to such partial taking and the Lease shall remain in effect. In no event, however, shall Lessee be required to incur expense greater than compensation received by Lessor and in no event shall Lessor be required to expend funds prior to receipt of compensation.

22. Severability

Lessor and Lessee agree that the invalidity in whole or in part of any provision of this Lease shall not void or affect the validity of any other provision.

23. Expenses of Enforcement

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

24. Successors and Assigns

Lessor and Lessee agree that this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Lessor and Lessee.

25. Time of Essence

Lessor and Lessee agrees that time is of the essence in regard to performance of any of the terms or conditions of this Lease.

26. Default

In addition to the breach of any term or condition of this Lease, the occurrence of any of one or more of the following events shall constitute a default hereunder by Lessee:

a. The abandonment of the Land by Lessee. Abandonment is herein defined to include, but is not limited to, any absence by Lessee from the Land for five days or longer while in default of any provision of this Lease.

b. The failure by Lessee to make the payment of Rent, as and when due, where such failure shall continue for a period of three days after written notice thereof from Lessor to Lessee.

c. The failure by Lessee to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Lessee, other than as specified in subsections a. and b. above, where such failure shall continue for a period of ten days after written notice thereof from Lessor to Lessee.

d. The appointment of a trustee of receiver to take possession of substantially all of Lessee's assets located on the Land or of Lessee's interest in this Lease, where possession is restored to Lessee within 30 days.

e. The attachment, execution or other judicial seizure of substantially all of Lessee's assets located on the Land or of Lessee's interest in this Lease, where such attachment, execution or seizure is not discharged within 30 days.

f. The failure by Lessee to observe or perform any express or implied covenants or provisions (including payment provisions) of any agreement with any third party for which the Improvements are security, or the breach of which could result in claims by the third party of title to an interest in the Improvements.

27. Remedies

In the event of any default by Lessee as defined herein, Lessor may exercise the following remedies:

a. With or without notice or process of law and using such force as is reasonably deemed necessary under the circumstances, and without terminating this Lease or otherwise relieving Lessee of any obligation hereunder in the absence of express written notice of Lessor's election to do so as set forth herein, Lessor may re-enter and take possession of the Land and of all property of Lessee, including the Improvements, or any other person which is located therein. Under no circumstances shall Lessor be held liable in damages or otherwise by reason of such proper re-entry or eviction, or by reason of the exercise by Lessor of any other remedy provided in this subparagraph.

b. Lessor may terminate this Lease by express written notice to Lessee of Lessor's election to do so. Such termination shall not relieve Lessee of any obligation hereunder which has accrued prior to the date of such termination.

c. Lessor may recover from Lessee, and Lessee shall pay to Lessor upon demand, such expenses as Lessor may incur in recovering possession of the Land, placing the same in good order and condition and altering or repairing the same for reletting, as well as all other expenses, leasing or real estate commissions and charges incurred by Lessor in exercising any remedy provided herein or as a result of any default by Lessee hereunder.

d. Lessor may exercise any remedy or right now or hereafter available to Lessor against a defaulting Lessee under the laws of the State of California and not otherwise specifically reserved herein.

e. Lessor shall be under no obligation to observe or perform any covenant of this Lease on its part to be observed or performed which accrues after the date of any default by Lessee hereunder.

f. Any legal action by Lessor to enforce any obligation of Lessee or in pursuance of any remedy hereunder shall be deemed timely filed if commenced at any time prior to one year after the expiration of the term hereof or prior to four years after the cause of action accrues, whichever period expires later.

g. Lessee hereby waives any right of redemption or relief from forfeiture in the event Lessee is evicted or Lessor takes possession of the Land by reason of any default by Lessee hereunder.

28. Amendment

Lessor and Lessee agree that the terms and conditions of this Lease may be reviewed or modified at any time. Any amendments to this Lease, however shall be effective only when agreed to in writing by both Lessor and Lessee.

29. Exhibits

The following exhibits form a part of this Lease and are incorporated herein by this reference.

a. Description of the Land;

b. Description of the Improvements;

c. Description of Income Eligibility Requirements; and

d. INS-N Insurance coverages.

30. Entire Agreement

Lessor and Lessee agree that this Lease constitutes the entire agreement of Lessor and Lessee regarding the subject matter described herein and supersedes all prior communications, agreements and promises either oral or written.

IN WITNESS WHEREOF, Lessor and Lessee each hereby represent that each has read this Lease, understands its, and hereby executes this Lease.

LESSOR AND LESSEE FURTHER ACKNOWLEDGE THAT EACH RECEIVED A COPY OF THIS LEASE AT THE TIME OF SIGNING SAME.

CITY OF OXNARD	CONTINUING DEVELOPMENT, INCORPORATED
Dr. Manuel M. Lopez, Mayor	Susan Blake VP ~~Doris C. Fredricks~~, President

ATTEST:

2/13/01
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

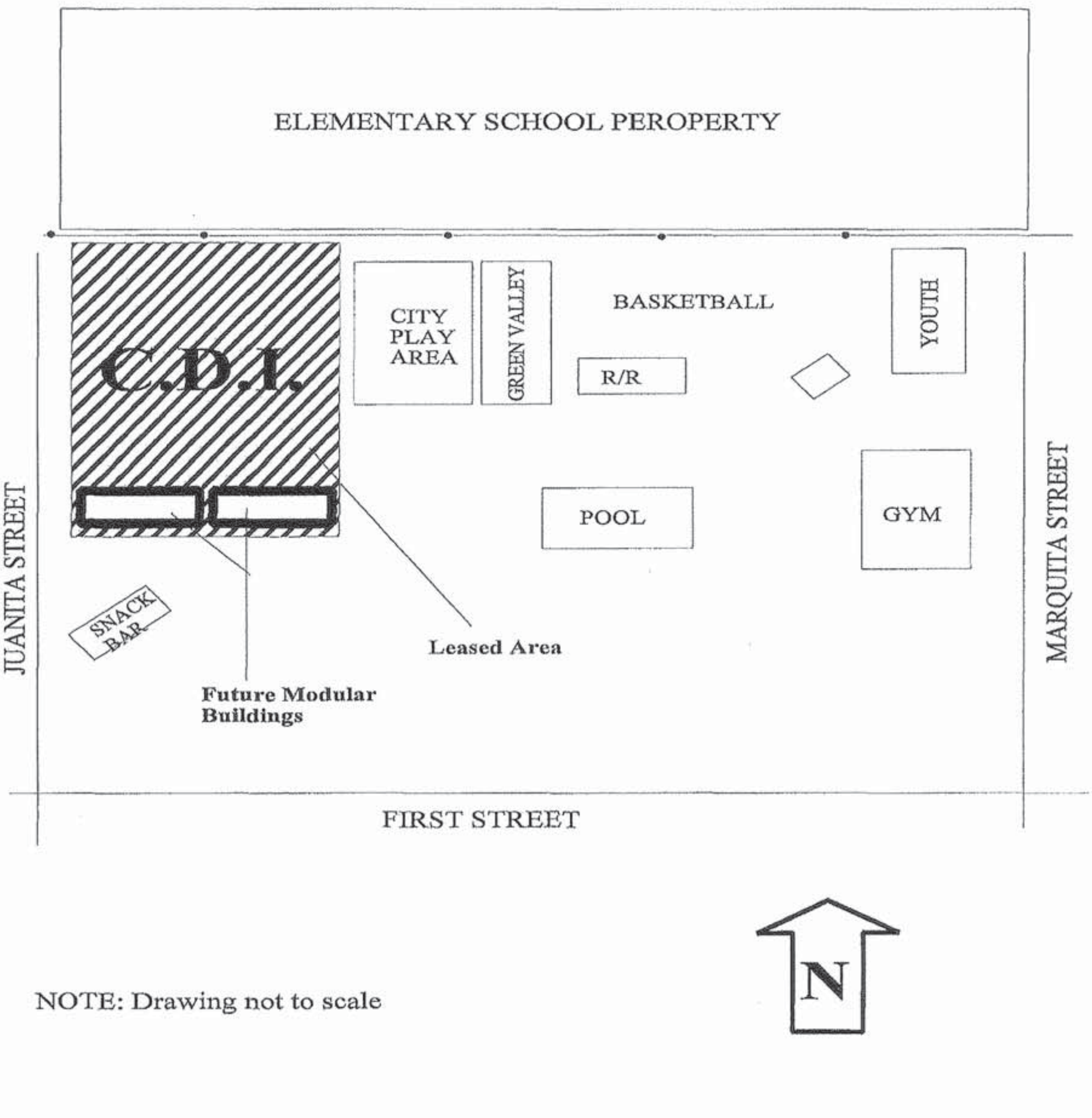
Michelle Montez for
Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:

Stan Kleinman, Finance Director

Exhibit A

Leased area is located in North/West corner of Colonia Park. The area to be leased totals 17,500 square feet of outdoor area.



ATTACHMENT NO. 2
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Exhibit B

Improvements

The Tenant Improvements to the Land will include the following: Two (2) prefabricated modular units with raised concrete foundations within in the area identified in Exhibit A hereto. The Tenant will also install landscaping, irrigation and make all necessary utility connections.

The Improvements, prefabricated modular units, the raised foundation, the landscaping/irrigation and utility connections will all be constructed in accordance within all City codes and standards.

California Department of Education – Child, Youth and Family Services Branch

Child Development Division

MANAGEMENT BULLETIN

Main Office Number: (916) 322-6233

Subject: INCOME CEILINGS FOR ADMISSION TO STATE PRESCHOOL PROGRAMS	No.: MB 00-12
Authority: *Education Code* Sections 8235 and 8236, and *California Code Of Regulations*, Title 5, Section 18131	Date: July 1, 2000
	Expires: June 30, 2001

ATTENTION: PROGRAM DIRECTORS OF STATE PRESCHOOL PROGRAMS

PURPOSE

The purpose of this Management Bulletin is to transmit the State Preschool Income Ceilings for use during the period July 1, 2000, through June 30, 2001. The Schedule of Income Ceilings will provide you with the income information in both monthly and yearly amounts to determine the eligibility of families for the State Preschool Program.

BACKGROUND

In accordance with *Education Code* Section 8235, the Superintendent of Public Instruction shall administer all state preschool programs in accordance with the funding priorities set forth in *Education Code* Section 8236. (Refer to your contract Funding Terms and Conditions for detail.) Section 18131 of Title 5 of the *California Code of Regulations* establishes enrollment priorities as follows:

- The first priority for services shall be given to child protective services children. Families with the lowest adjusted monthly income shall be admitted first. If the contractor is unable to enroll a child in this first priority, the contractor shall refer the child's parent or guardian to local resource and referral services so that services for the child can be located.

- After children in the first priority are served, the contractor shall give priority to eligible four-year-old children prior to serving eligible three-year-old children. Within these age groups, families with the lowest adjusted monthly income shall be admitted first. The contractor shall certify to the CDE that enrollment priority is being given to eligible four-year-old children. If income is the same, the contractor may establish the following priorities in an order determined by the contractor.

1. Children who are identified as limited English or non-English proficient.
2. Children with exceptional needs whose individualized Education Plan (IEP), as described in Section 5602 of the *Education Code* and Sections 3030 and 3031 of Title 5 of the *California Code of Regulations*, identifies a State Preschool program as being an appropriate placement during all or part of the state preschool day.
3. Children from families whose special circumstances may diminish the children's opportunities for normal development.
4. Children who range in age from three years-nine months to four years-nine months.

Also, in accordance with *Education Code,* Section 8237, a State Preschool Program contracting agency has 120 days prior to the first day of the new preschool year to certify eligibility and enroll families into its program.

Pursuant to *Education Code* Section 8263(f)(1), no fees shall be assessed for families whose children are enrolled in the State Preschool Program.

POLICY

Families whose income is equal to or less than the amount shown for the corresponding family size on the attached Schedule of Income Ceilings may be determined eligible for the State Preschool program. The income ceilings do not apply to families prioritized as recipients of child protective services.

Questions regarding this Management Bulletin may be addressed to your assigned consultant at the number indicated on the attached list.

Michael Jett, Director
Child Development Division

Kathy B. Lewis
Deputy Superintendent
Child, Youth and Family Services Branch

Attachments: Field Services Unit Consultant Assignments

SCHEDULE OF INCOME CEILINGS FOR THE STATE PRESCHOOL PROGRAM
Effective 7/1/2000 – 6/30/2001

Number of Persons in the Family	Family Income Monthly	Family Income Yearly
1-2	$2,519	$30,228
3	$2,886	$34,632
4	$3,137	$37,644
5	$3,292	$39,504
6	$3,432	$41,184
7	$3,510	$42,120
8	$3,588	$43,056
9	$3,666	$43,992
10	$3,744	$44,928
11	$3,822	$45,864
12	$3,900	$46,800

ATTACHMENT NO. 2
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California Department of Education – Child, Youth, and Family Services Branch

Child Development Division

MANAGEMENT BULLETIN

Main Office Number: (916) 322-6233

Subject: REVISED CHILD CARE AND DEVELOPMENT FEE SCHEDULE EFFECTIVE SEPTEMBER 1, 2000	**No.:** 00-14
Authority: *Education Code* Section 8263(f)	**Date:** September 1, 2000
	Expires: When Superceded

ATTENTION: PROGRAM DIRECTORS OF CHILD DEVELOPMENT PROGRAMS

PURPOSE

The purpose of this Management Bulletin is to transmit a revised Family Fee Schedule that will take effect September 1, 2000. All families must have their fees assessed according to this revised schedule no later than October 1, 2000. This schedule reflects an upward adjustment in monthly family incomes that is derived from the State median income (SMI) as determined by the Department of Finance for 2000-01.

BACKGROUND

Education Code Section 8263(f) authorizes the State Superintendent of Public Instruction to establish a fee schedule for families utilizing child care and development services pursuant to Chapter 2 (Sections 8200 et seq.) of Part 6 of Title 1 of the *Education Code.* This schedule applies to all child care and development services, including CalWORKs child care funded by the California Department of Education and the California Department of Social Services, with the exception of the following programs: State Preschool, Bay Area Handicapped, and Resource and Referral. Also exempt are referrals for Child Protective Services funded with State General Funds. Referrals for Child Protective Services provided with federal funding shall be charged a fee according to the attached schedule, unless the referring protective services worker recommends a waiver of the fee and the contracting agency agrees to such waiver.

As specified in the Funding Terms and Conditions, whenever a fee is assessed or increased, a Notice of Action must precede the change. The proper citation to be included on the Notice of Action is "*Education Code* Section 8263(f), Revised Fee Schedule effective September 1, 2000."

POLICY

Families with incomes less than 50 percent of the SMI are considered to be below the State poverty level for the child care and development programs, and no fees are assessed. Pursuant to Education Code Section 8263.1, the family income eligibility ceiling is 75 percent of SMI for all child care and development programs to which this fee schedule applies.

ATTACHMENT NO. 2
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Families with incomes above 75 percent of SMI based upon the Fee Schedule effective October 1, 1997, who had children in subsidized child care prior to January 1, 1998, retain eligibility for those specific children through a "grandfather" clause. These children will remain eligible until family income exceeds 100 percent of SMI on the applicable fee schedule or until eligibility is lost because of other existing criteria. Families with incomes at or below 75 percent of SMI based upon the Fee Schedule effective October 1, 1997, who had children in subsidized child care prior to January 1, 1998, cannot be "grandfathered." These children will lose eligibility when their family's income exceeds 75 percent of SMI on the applicable fee schedule or when eligibility is lost because of other existing criteria. Children that are added after January 1, 1998, to subsidized families with previously "grandfathered" siblings have eligibility only if the family's income adjusted for its new family size is at or below 75 percent of SMI on the applicable fee schedule. However, the new child's eligibility will be lost upon the family's income exceeding 75 percent of SMI on the applicable fee schedule. The "grandfathered" children will maintain eligibility until the family's income exceeds 100 percent of SMI of the applicable fee schedule. Only families with no "grandfathered" children can be monitored for family eligibility. Families with "grandfathered" children must be tracked on the eligibility of the individual child.

For Alternative Payment programs, full-time care is defined as enrollment for six or more hours per day, while part-time care is enrollment for less than six hours per day.

For family child care home networks reimbursed under the Standard Reimbursement Rate (SRR) and for Center-based programs, full-time care is defined as enrollment for 6.5 or more hours per day, while part-time care is enrollment for less than 6.5 hours per day.

School-Age Community Child Care ("Latchkey") Programs operate on a quarter day (less than 2.5 hours per day) basis. Families served at this level shall be charged a fee equal to one-half of the part-time fee shown on the schedule. Example: A family of three whose gross monthly income is $2,200 and whose child with the longest period of services is less than 2.5 hours per day will be assessed one-half of the part-time fee of $2.00 or $1.00 per day.

The Hourly Family Fee should be used where applicable.

If you have any questions pertaining to this Management Bulletin, please contact your assigned consultant. Attached is a listing of the geographic assignment for each consultant and his/her phone number.

Michael Silver for

Michael Jett, Director
Child Development Division

Kathy Lewis

Kathy B. Lewis
Deputy Superintendent
Child, Youth and Family Services Branch

Attachments

ATTACHMENT NO. 2
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Family Fee Schedule

	Family Pays			Family Size and Income Level										
	Hourly	Part-time Daily	Full-time Daily	1-2	3	4	5	6	7	8	9	10	11	12
50%	0.20	1.00	2.00	1820	1950	2167	2513	2860	2925	2990	3055	3120	3185	3250
	0.25	1.25	2.50	1893	2028	2253	2614	2974	3042	3109	3177	3245	3312	3380
	0.30	1.50	3.00	1965	2106	2340	2714	3089	3159	3229	3299	3369	3440	3510
	0.35	1.75	3.50	2038	2184	2426	2815	3203	3276	3349	3421	3494	3567	3640
	0.40	2.00	4.00	2111	2262	2513	2915	3317	3393	3468	3544	3619	3694	3770
	0.45	2.25	4.50	2184	2340	2600	3016	3432	3510	3588	3666	3744	3822	3900
	0.53	2.65	5.30	2257	2418	2686	3116	3546	3627	3707	3788	3869	3949	4030
	0.61	3.05	6.10	2329	2496	2773	3217	3661	3744	3827	3910	3993	4076	4160
	0.69	3.45	6.90	2402	2574	2860	3317	3775	3861	3946	4032	4118	4204	4290
	0.77	3.85	7.70	2475	2652	2946	3418	3889	3978	4066	4154	4243	4331	4420
	0.85	4.25	8.50	2548	2730	3033	3518	4004	4095	4186	4277	4368	4459	4550
	0.93	4.65	9.30	2621	2808	3120	3619	4118	4212	4305	4399	4492	4586	4680
	1.01	5.05	10.10	2693	2886	3206	3719	4232	4329	4425	4521	4617	4713	4810
75%	1.05	5.25	10.50	2730	2925	3250	3770	4290	4387	4485	4582	4680	4777	4875

The following is applicable only to children in families that are identified as "Grandfathered"

	1.05	5.25	10.50	2731	2926	3251	3771	4291	4388	4486	4583	4681	4778	4876
	1.09	5.45	10.90	2766	2964	3293	3820	4347	4446	4544	4643	4742	4841	4940
	1.21	6.03	12.05	2839	3042	3380	3920	4461	4563	4664	4765	4867	4968	5070
	1.32	6.60	13.20	2912	3120	3466	4021	4576	4680	4784	4888	4992	5096	5200
	1.44	7.18	14.35	2985	3198	3553	4122	4690	4797	4903	5010	5116	5223	5330
	1.55	7.75	15.50	3057	3276	3640	4222	4804	4914	5023	5132	5241	5350	5460
	1.67	8.33	16.65	3130	3354	3726	4323	4919	5031	5142	5254	5366	5478	5590
	1.78	8.90	17.80	3203	3432	3813	4423	5033	5148	5262	5376	5491	5605	5720
	1.90	9.48	18.95	3276	3510	3900	4524	5148	5265	5382	5499	5616	5733	5850
	2.01	10.05	20.10	3349	3588	3986	4624	5262	5382	5501	5621	5740	5860	5980
	2.13	10.63	21.25	3421	3666	4073	4725	5376	5499	5621	5743	5865	5987	6110
	2.24	11.20	22.40	3494	3744	4160	4825	5491	5616	5740	5865	5990	6115	6240
	2.36	11.78	23.55	3567	3822	4246	4926	5605	5733	5860	5987	6115	6242	6370
100%	2.47	12.37	24.73	3640	3900	4333	5026	5720	5850	5980	6110	6240	6370	6500

INSURANCE REQUIREMENTS FOR LEASES OF LAND OR BUILDINGS (WITHOUT AUTOMOBILE LIABILITY REQUIREMENT)

1. Lessee shall obtain and maintain during the term of the lease the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the lease by lessee, its agents, representatives, employees or sublessees.

a. Commercial General Liability Insurance, including a Contractual Liability Endorsement, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG0001ED, November 1988). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. 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.

c. Property Insurance against all risks of loss to any tenant improvements or betterments in the amount of the full replacement cost of the improvement or betterment with no co-insurance provisions.

2. Lessee shall, prior to occupation of the premises, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-N. 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 occupation of the premises. 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. 1018-00-PW
300 West Third Street, Suite 302
Oxnard, California 93030

3. Lessee 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. Lessee 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 lessee; products and completed operations of lessee; premises owned, occupied or used by lessee; or automobiles owned, leased, hired or borrowed by lessee. 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 attached to this Exhibit INS-N or substitute form containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements.**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages. 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 lessee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to lessee shall also be applicable to lessee's sublessees. Lessee agrees to maintain appropriate agreements with sublessees 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.

Endorsement Forms

Original endorsement is required for commercial general 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-N for CDI lease.WPD

ACCORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$ $ $ $
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER	CANCELLATION
City of Oxnard Attn: Risk Manager Reference No. __________ 300 W. 3rd Street, Suite 302 Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

ATTACHMENT NO. 2
PAGE 21 OF 22

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE Included in Limits
In Addition to Limits

Deductible Self-Insured Retention (check which) of $ ______________
with an Aggregate of $__________ applies to ______________
coverage. Per Occurrence Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
COMMERCIAL GENERAL LIABILITY — Claims Made
COMPREHENSIVE GENERAL LIABILITY — Retroactive Date ______________
OWNERS & CONTRACTORS PROTECTIVE — Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
GENERAL		
PRODUCTS/COMPLETED OPERATIONS		
PERSONAL & ADVERTISING INJURY		
FIRE DAMAGE		
______________		
______________		

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: ______________
Address: ______________
____
Telephone: ( ) ______________

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. _______
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE
Broker/Agent Underwriter ______________

I ______________ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature ______________
(original signature required)

Telephone: ( ) Date Signed ______________

ORDINANCE NO. 2880

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 88-1 OF THE CITY OF OXNARD (OXNARD TOWN CENTER) AUTHORIZING THE DISSOLUTION OF THE SPECIAL TAX LIEN ON PROPERTY WITHIN COMMUNITY FACILITIES DISTRICT NO. 88-1 OF THE CITY OF OXNARD (OXNARD TOWN CENTER)

WHEREAS, the City Council of the City of Oxnard ("City") previously established Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) ("CFD No. 88-1") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the "Act"); and

WHEREAS, a Notice of Special Tax Lien was recorded with the Office of the Recorder for Ventura County on July 12, 1988, at Book 1988, Page 97534, Document No. 19880712001019030, placing a special tax lien on property within CFD No. 88-1's boundaries; and

WHEREAS, on September 15, 1988, the City Council issued $14,770,000 aggregate principal amount of the Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) 1988 Special Tax Bonds ("Prior Bonds"); and

WHEREAS, on December 13, 1999, the CFD was restructured to (a) include only two of the 10 parcels originally comprising the CFD; (b) to remove the levy of special taxes from the secured tax rolls of the City upon eight of the 10 parcels originally comprising the CFD; and (c) to leave $2,085,000 aggregate principal bond amount of the Prior Bonds outstanding; and

WHEREAS, on August 10, 2005, the City Council refunded all of the outstanding Prior Bonds with the issuance of the Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) 2005 Special Tax Refunding Bonds in the aggregate principal amount of $1,530,000 ("Refunding Bonds"); and

WHEREAS, on September 2, 2013 the final debt service payment for the Refunding Bonds was made and there are no longer any Refunding Bonds outstanding.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO 88-1 OF THE CITY OF OXNARD (OXNARD TOWN CENTER) DOES HEREBY ORDAIN AS FOLLOWS:

1. The above recitals are all true and correct and this City Council so finds and determines.

2. By the passage of this Ordinance, the City Council finds that CFD No. 88-1 has no outstanding indebtedness of any kind for which the levy of a special tax may be made consistent with the terms of the rate and method of apportionment of the special tax.

3. The City Council dissolves Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) and discharges the special tax lien on properties set forth in the report prepared by NBS for CFD No. 88-1 entitled "District Closeout Analysis and Findings Report Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center)", which is on file at the City Clerk's Office.

4. The City Clerk of the City is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Ventura an addendum to the Notice of Special Tax Lien in the form required by Section 53330.5 of the Act stating that CFD No. 88-1 and all associated liens, if any, have been extinguished.

5. If for any reason any portion of this Ordinance is found to be unconstitutional, invalid or beyond the authority of the City by a court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

6. This Ordinance relating to the dissolution of CFD No. 88-1 shall become effective thirty (30) days after its final passage in accordance with the provisions of Section 36937 of the California Government Code, and the specific authorization for adoption is pursuant to the provisions of Section 53338.5 of the Act.

7. The Mayor of the City shall sign this Ordinance and the City Clerk shall attest to the Mayor's signature and then cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

8. The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published as required by law.

INTRODUCED and first read on the ____ day of _________, 20__; and PASSED AND ADOPTED this _____ day of ______, 20___, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Timothy B. Flynn
Mayor of the City Council of the City of Oxnard,
Acting on behalf of Community Facilities District
No. 88-1 of the City of Oxnard (Oxnard Town Center)

ATTEST:

____
Daniel Martinez
City Clerk of the City of Oxnard

(SEAL)

APPROVED AS TO FORM:

For
____
Stephen M. Fischer, Interim City Attorney

EXHIBIT "A"

NBS
helping communities
fund tomorrow

City of Oxnard

District Closeout Analysis and Findings Report

Community Facilities District No. 88-1 Of the City of Oxnard (Oxnard Town Center)

February 2014

Main Office
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516 Fax: 951.296.1998

Regional Office
870 Market Street, Suite 1223
San Francisco, CA 94102
Toll free: 800.434.8349 Fax: 415.391.8439

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EXECUTIVE SUMMARY

The City of Oxnard (the "City") established Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) (the "District") to finance certain roadway, drainage, sewer, water, and other public improvements necessary to support a multi-use development called the Oxnard Town Center, which development is located on approximately 265 acres in and around the District. Special Tax Bonds (the "Original Bonds"), in the amount of $14,770,000, were issued on September 15, 1988. On December 13, 1999, the District was restructured to include only two of the 10 parcels comprising the original District and leave $2,085,000 of the Original Bonds outstanding.

In 2005, the City authorized the refunding of the Original Bonds by the issuance of the Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) 2005 Special Tax Refunding Bonds (the "Refunding Bonds"). The Refunding Bonds were then purchased by the City of Oxnard Financing Authority Local Obligation Bonds (2005 Special District Refinancings) Series A Senior Lien Bonds and Series B Subordinate Lien Bonds (the "Revenue Bonds").

The Refunding Bonds matured with the final scheduled debt service payment on September 2, 2013 and the Revenue Bonds mature with the final scheduled debt service payment on September 2, 2016. Following the final debt service payment for the Refunding Bonds, a surplus fund balance remained in the District.

The City retained NBS to review and perform a District closeout analysis and prepare a District Closeout Analysis and Findings Report (the "Closeout Report") for the District. This Closeout Report summarizes the recommendations for the disposition of the remaining funds in accordance with applicable laws and Refunding Bond documents. This Closeout Report does not include any funds associated with the Revenue Bonds. Once the final scheduled debt service payment has been made for the Revenue Bonds, a separate analysis will be conducted for outstanding funds associated with the Revenue Bonds.

The January 6, 2014 fund balances for the District were used to prepare this Closeout Report. NBS has determined that the City should refund the outstanding District fund balance, less any closeout fees, to property owners within the District for a total refund of $46,488.66.

As part of the closeout, NBS conducted an analysis of the special tax payments to determine any District delinquencies. Per Ventura County's property tax records all parcels in the District are current in the payment of all special taxes.

NBS
Stephanie Parson, Senior Consultant
Greg Davidson, Client Services Director

FUND ANALYSIS

The following table shows the fund analysis prepared for the District. The analysis reflects the January 6, 2014 fund balance associated with the District.

Description	Amount
Funds:	
January 6, 2014 Cash with Treasurer	$56,088.66
Total Funds Available:	$56,088.66
Expenditures:	
Less: NBS Fee for District Closeout	($5,000.00)
Less: City Fee for District Closeout	(4,600.00)
Total Expenditures	($9,600.00)
Amount Available to Refund to Property Owners	**$46,488.66**

DISPOSITION OF FUNDS

The following funds were established for the Refunding Bonds for the District.

Special Tax Fund

All of the special taxes received by the District into the Special Tax Fund. The Fiscal Agent shall deposit the special tax in the amounts set forth in the following sections, in the following order of priority, to: (1) the Administrative Expense Fund and (2) the Bond Service Fund. Any amounts remaining on deposit in the Special Tax Fund when there are no longer any Bonds outstanding shall be transferred to the Rebate Fund, if necessary, and otherwise shall be transferred to the District and used for any lawful purpose under the Act.

NBS has reviewed the legal documents for the District's Refunding Bonds and has determined that there are no additional instructions for or limitations upon the disposition of the District's surplus funds. Accordingly, NBS recommends that the City refund the District fund balance, less any closeout fees, to eligible property owners within the District. The total amount the City should refund to eligible property owners within the District, as of January 6, 2014, is $46,488.66.

Administrative Expense Fund

On or before the date amounts are needed to pay administrative expenses, the Fiscal Agent shall withdraw from the Special Tax Fund and place in the Administrative Expense Fund an amount necessary, together with amounts on deposit therein, to pay all administrative expenses. Administrative Expenses shall be paid directly to the person, corporation, or entity entitled to payment. The Fiscal Agent shall transfer all amounts remaining on deposit in the Administrative Expense Fund on the final maturity of the Bonds, after payment of any accrued administrative expenses, to the Special Tax Fund.

Bond Service Fund

On or before ten business days prior to each interest payment date, the Fiscal Agent shall withdraw from the Special Tax Fund to the extent required, and place in the Bond Service Fund an amount equal, together with amounts on deposit therein, to all of the principal and all of the interest due and payable on all of the Bonds on the next interest payment date. On each interest payment date, the Fiscal Agent shall withdraw from the Bond Service Fund and pay to the owners of the Bonds the principal of and interest then due and payable on the Bonds. The Fiscal Agent shall transfer any moneys remaining in the Bond Service Fund, when there are no longer Bonds outstanding, to the Special Tax Fund.

Rebate Fund

The Fiscal Agent shall establish and maintain a fund separate from any other fund established and maintained designated as the Rebate Fund. Subject to the transfer provisions provided below, all money at any time deposited in the Rebate Fund shall be held by the Fiscal Agent in trust, to the extent required to satisfy the rebate requirement. Neither the District nor the owner of any Bonds shall have any rights in or claim to such money. All amounts on deposit in the Rebate Fund shall be governed by this section and by the Tax Certificate. The Fiscal Agent shall be deemed conclusively to have complied with such provisions if it follows the directions of the District including supplying all necessary information in the manner provided in the Tax Certificate, and shall have no liability or responsibility to enforce compliance by the District with the terms of the Tax Certificate. Upon the District's written direction, an amount equal to the Rebate Requirement specified to the Fiscal Agent shall be deposited into the Rebate Fund by the Fiscal Agent from balances in the Special Tax Fund, so that the balance in the Rebate Fund after such deposit shall equal the Rebate Requirement for the bond year calculated in accordance with the Tax Certificate. Notwithstanding any other provision of the Fiscal Agent Agreement, the obligation to remit the Rebate Requirement to the United States and to comply with all other requirements of this Section and the Tax Certificate shall survive the defeasance or payment in full of the Bonds. Any funds remaining in the Rebate Fund after payment of all of the Bonds and payment and satisfaction of any Rebate Requirement shall be withdrawn and remitted to the District.

NOTICE OF COMPLETION OF PUBLIC IMPROVEMENTS

The following page provides the Notice of Completion of Public Improvements signed by the Director of Public Works.

NOTICE OF COMPLETION OF PUBLIC IMPROVEMENTS

City of Oxnard
Community Facilities District No. 88-1
Of the City of Oxnard (Oxnard Town Center)

Notice is hereby given that the public facilities financed by Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) ("CFD") as fully described in the Resolution of Intention for said CFD dated May 10, 1988 have been completed.

The improvements for the CFD included the following:

- Ventura Road – Ventura Road construction from the U.S. 101 (Ventura) Freeway to north of Town Center Drive.
- Town Center Drive – Town Center Drive construction from Ventura Road west to a temporary access road.
- Off-Site Water – The installation of an off-site water system consisting of a water transmission line and appurtenances between Winchester Drive and Ventura Road.
- Off-Site Sewer – The installation of a central trunk sewer from Vineyard Avenue through the Esplanade Shopping Center and across the U.S. 101 Freeway to the CFD, and the installation of a lift system.
- On and Off Ramp – The construction of an on and off ramp from the U.S. 101 Freeway north to Town Center Drive, including landscaping.

Reference is made to Resolution of Intention for said CFD dated May 10, 1988 for a complete description of the improvements authorized by the CFD.

The Director of Public Works certifies that the above recitals are true and correct.

Director of Public Works
City of Oxnard

2/13/14
Date

DISSOLUTION ORDINANCE

The following page contains the Ordinance of the City Council of the City of Oxnard Acting as the Legislative Body of the Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) Authorizing the Dissolution of the Special Tax Lien on Property within Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) to be passed by the City Council.

ORDINANCE NO. ____________

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 88-1 OF THE CITY OF OXNARD (OXNARD TOWN CENTER) AUTHORIZING THE DISSOLUTION OF THE SPECIAL TAX LIEN ON PROPERTY WITHIN COMMUNITY FACILITIES DISTRICT NO. 88-1 OF THE CITY OF OXNARD (OXNARD TOWN CENTER)

WHEREAS, the City Council of the City of Oxnard ("City") previously established Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) ("CFD No. 88-1") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the "Act"); and

WHEREAS, a Notice of Special Tax Lien was recorded with the Office of the Recorder for Ventura County on July 12, 1988, at Book 1988, Page 97534, Document No. 19880712001019030, placing a special tax lien on property within CFD No. 88-1's boundaries.

WHEREAS, on September 15, 1988, the City Council issued $14,770,000 aggregate principal amount of the Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) 1988 Special Tax Bonds ("Prior Bonds"); and

WHEREAS, on December 13, 1999, the CFD was restructured to (a) include only two of the 10 parcels originally comprising the CFD; (b) to remove the levy of special taxes from the secured tax rolls of the City upon eight of the 10 parcels originally comprising the CFD; and (c) to leave $2,085,000 aggregate principal bond amount of the Prior Bonds outstanding; and

WHEREAS, on August 10, 2005, the City Council refunded all of the outstanding Prior Bonds with the issuance of the Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) 2005 Special Tax Refunding Bonds in the aggregate principal amount of $1,530,000 ("Refunding Bonds"); and

WHEREAS, on September 2, 2013 the final debt service payment for the Refunding Bonds was made and there are no longer any Refunding Bonds outstanding.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO 88-1 OF THE CITY OF OXNARD (OXNARD TOWN CENTER) DOES HEREBY ORDAIN AS FOLLOWS:

1. The above recitals are all true and correct and this City Council so finds and determines.

2. By the passage of this Ordinance, the City Council finds that CFD No. 88-1 has no outstanding indebtedness of any kind for which the levy of a special tax may be made consistent with the terms of the rate and method of apportionment of the special tax.

3. The City Council dissolves Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) and discharges the special tax lien on properties set forth in the report prepared by NBS for CFD No. 88-1 entitled "District Closeout Analysis and Findings Report Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center)" and attached hereto as Exhibit A and made part hereof.

4. The City Clerk of the City is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Ventura an addendum to the Notice of Special Tax Lien in the form required by Section 53330.5 of the Act stating that CFD No. 88-1 and all associated liens, if any, have been extinguished.

5. If for any reason any portion of this Ordinance is found to be unconstitutional, invalid or beyond the authority of the City by a court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

6. This Ordinance relating to the dissolution of CFD No. 88-1 shall become effective thirty (30) days after its final passage in accordance with the provisions of Section 36937 of the California Government Code, and the specific authorization for adoption is pursuant to the provisions of Section 53338.5 of the Act.

7. The Mayor of the City shall sign this Ordinance and the City Clerk shall attest to the Mayor's signature and then cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

8. The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published as required by law.

INTRODUCED and first read on the ____ day of _________, 20__; and PASSED AND ADOPTED this _____ day of ______, 20___, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____

Timothy B. Flynn
Mayor of the City Council of the City of Oxnard,
Acting on behalf of Community Facilities District
No. 88-1 of the City of Oxnard (Oxnard Town Center)

ATTEST:

____

Daniel Martinez
City Clerk of the City of Oxnard

(SEAL)

APPROVED AS TO FORM:

____

Stephen M. Fischer, Interim City Attorney

LEVY AND COLLECTION SUMMARY

The following page provides a summary of the levies and collections for the District.

City of Oxnard
Delinquency Summary Report
As of: 01/31/2014

District	Due Date	Billed Amount	Paid Amount	Delinquent Amount	Delinquent Amount %	Billed Installments	Paid Installments	Delinquent Installments	Delinquent Installments %
CFD 88-1									
	8/1/2008 Billing:								
	12/10/2008	$113.681.35	$113.681.35	$0.00	0.00 %	13	13	0	0.00%
	4/10/2009	113.681.35	113.681.35	0.00	0.00 %	13	13	0	0.00%
	Subtotal:	**$227,362.70**	**$227,362.70**	**$0.00**	**0.00 %**	**26**	**26**	**0**	**0.00%**
	8/1/2009 Billing:								
	12/10/2009	$150.302.08	$150.302.08	$0.00	0.00 %	13	13	0	0.00%
	4/10/2010	150.302.08	150.302.08	0.00	0.00 %	13	13	0	0.00%
	Subtotal:	**$300,604.16**	**$300,604.16**	**$0.00**	**0.00 %**	**26**	**26**	**0**	**0.00%**
	8/1/2010 Billing:								
	12/10/2010	$123.213.79	$123.213.79	$0.00	0.00 %	13	13	0	0.00%
	4/10/2011	123.213.79	123.213.79	0.00	0.00 %	13	13	0	0.00%
	Subtotal:	**$246,427.58**	**$246,427.58**	**$0.00**	**0.00 %**	**26**	**26**	**0**	**0.00%**
	8/1/2011 Billing:								
	12/10/2011	$124.221.25	$124.221.25	$0.00	0.00 %	13	13	0	0.00%
	4/10/2012	124.221.25	124.221.25	0.00	0.00 %	13	13	0	0.00%
	Subtotal:	**$248,442.50**	**$248,442.50**	**$0.00**	**0.00 %**	**26**	**26**	**0**	**0.00%**
	8/1/2012 Billing:								
	12/10/2012	$125.148.05	$125.148.05	$0.00	0.00 %	13	13	0	0.00%
	4/10/2013	125.148.05	125.148.05	0.00	0.00 %	13	13	0	0.00%
	Subtotal:	**$250,296.10**	**$250,296.10**	**$0.00**	**0.00 %**	**26**	**26**	**0**	**0.00%**
CFD 88-1	**Total:**	**$1,273,133.04**	**$1,273,133.04**	**$0.00**	**0.00 %**	**130**	**130**	**0**	**0.00 %**
Agency Grand Total:		**$1,273,133.04**	**$1,273,133.04**	**$0.00**	**0.00 %**				

FINAL DEBT SERVICE SCHEDULE

The following page shows the closing debt service schedule for the Refunding Bonds which shows the final payment made on September 2, 2013.

City of Oxnard
Community Facilities District No. 88-1
of the City of Oxnard (Oxnard Town Center)
Debt Service Schedule

Bonds Dated: 8/10/2005

Bond Issued: $1,530,000

Date	Interest	Balance	Principal	Interest	Semi Payment	Annual Payment
03/02/2006	3.2100%	1,530,000.00	0.00	30,637.48	30,637.48	0.00
09/02/2006	3.2100	1,530,000.00	155,000.00	27,300.73	182,300.73	212,938.21
03/02/2007	3.4170	1,375,000.00	0.00	24,812.98	24,812.98	0.00
09/02/2007	3.4170	1,375,000.00	165,000.00	24,812.98	189,812.98	214,625.96
03/02/2008	3.4720	1,210,000.00	0.00	21,993.95	21,993.95	0.00
09/02/2008	3.4720	1,210,000.00	175,000.00	21,993.95	196,993.95	218,987.90
03/02/2009	3.5330	1,035,000.00	0.00	18,955.95	18,955.95	0.00
09/02/2009	3.5330	1,035,000.00	180,000.00	18,955.95	198,955.95	217,911.90
03/02/2010	3.5960	855,000.00	0.00	15,776.25	15,776.25	0.00
09/02/2010	3.5960	855,000.00	195,000.00	15,776.25	210,776.25	226,552.50
03/02/2011	3.6600	660,000.00	0.00	12,270.15	12,270.15	0.00
09/02/2011	3.6600	660,000.00	210,000.00	12,270.15	222,270.15	234,540.30
03/02/2012	3.7270	450,000.00	0.00	8,427.15	8,427.15	0.00
09/02/2012	3.7270	450,000.00	220,000.00	8,427.15	228,427.15	236,854.30
03/02/2013	3.7630	230,000.00	0.00	4,327.45	4,327.45	0.00
09/02/2013	3.7630	230,000.00	230,000.00	4,327.45	234,327.45	238,654.90
Grand Total:			**$1,530,000.00**	**$271,065.97**	**$1,801,065.97**	**$1,801,065.97**

REFUND WORKSHEET

The following page shows the amounts to be refunded to property owners within the District.

City of Oxnard
Community Facilities District No. 88-1 of the City of Oxnard
(Oxnard Town Center)
Community Facilities District Refund Detail

Assessor's Parcel Number	Owner	Mailing Address	Mailing City, State, Zip	Refund Amount
132-0-100-085	OXNARD DEV CO LLC	1294 E MAIN ST	VENTURA, CA 93001	$2,185.65
132-0-100-095	OXNARD DEV CO LLC	1294 E MAIN ST	VENTURA, CA 93001	4,926.12
132-0-100-105	1000 TOWN CENTER LLC	PO BOX A3879	CHICAGO, IL 60690	14,606.97
132-0-100-165	STATE COMPENSATION INS FUND	PO BOX 807	SAN FRANCISCO, CA 94104	15,768.94
132-0-100-185	RIVERPARK GATEWAY LTD	569 CONSTITUTION # H	CAMARILLO, CA 93010	2,962.42
132-0-100-195	RIVERPARK GATEWAY LTD	569 CONSTITUTION # H	CAMARILLO, CA 93010	886.80
132-0-100-205	RIVERPARK GATEWAY LTD	569 CONSTITUTION # H	CAMARILLO, CA 93010	611.07
132-0-100-215	RIVERPARK GATEWAY LTD	569 CONSTITUTION # H	CAMARILLO, CA 93010	611.07
132-0-100-225	RIVERPARK GATEWAY LTD	569 CONSTITUTION # H	CAMARILLO, CA 93010	611.07
132-0-100-235	JE2 HOLDINGS LLC	2191 ROSA VISTA TRL	CAMARILLO, CA 93012	331.58
132-0-100-245	RIVERPARK GATEWAY LTD	569 CONSTITUTION # H	CAMARILLO, CA 93010	335.24
132-0-100-255	RIVERPARK GATEWAY LTD	569 CONSTITUTION # H	CAMARILLO, CA 93010	331.58
132-0-100-265	RIVERPARK A LLC	8800 N GAINEY CENTER DR #350	SCOTTSDALE, AZ 85258	2,320.15
Total:				**$46,488.66**