

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. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.ci.oxnard.ca.us.



AGENDA

OXNARD CITY COUNCIL

*OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

OXNARD FINANCING AUTHORITY

*OXNARD HOUSING AUTHORITY

Regular Meetings

City Council Chambers, 305 West Third Street, Oxnard

October 21, 2014

4:30 P.M - Closed Session

A. ROLL CALL/POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

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

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.

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

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

1. SUBJECT: Parking Ordinance Revision and Review of One Year Trial for Free Electric Vehicle Charging at City-Owned Charging Stations. (259)
RECOMMENDATION: 1) Approve the first reading by title only and subsequent adoption of an ordinance amending the parking regulations for electric vehicle charging at city-owned and operated parking facilities; and 2) Adopt a resolution suspending for one additional year until November 14, 2015, the \$2.25 per hour fee for electric vehicle charging at city-owned chargers.
Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871

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:** Update on the Water Conservation Program.

RECOMMENDATION: Receive a verbal report.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

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

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

Development Services Department

1. **SUBJECT:** Planning Division review of 2030 General Plan Ormond Beach policies, followed by a presentation by Peter Brand of the Coastal Conservancy of a Development Program Proposal for the Area South of Hueneme Road and East of Edison Drive.

RECOMMENDATION: Receive verbal presentation.

Legislative Body: CC

Contact: Chris Williamson

Phone: 385-8156

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 AGENDACity Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for September 9 and 16, 23, 2014; Minutes of the Special Meetings of the Oxnard City Council for September 30, 2014; and Minutes of the Regular Meetings of the Oxnard Financing Authority for June 17 and 24; July 1, 8, 15 and 22; September 9, 16, and 23; and October 7, and 14, 2014. (271)

RECOMMENDATION: Approve.

Legislative Body: CC/FA

Contact: Daniel Martinez

Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review. (301)

RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the City Manager, to execute the attached 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.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

3. SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract for PW10-12-Rose Avenue Resurfacing and Repairs at Other Locations. (305)
RECOMMENDATION: 1) Award contract to the lowest responsible and responsive bidder, Toro Enterprises, Inc. (A-7724) in the amount of \$2,813,264.70 for PW10-12-Rose Avenue Resurfacing and Repairs at other locations, and authorize the Purchasing Agent to execute the contract upon receipt of final documents; 2) Adopt a resolution allocating interest earnings from Proposition 1B bonds in the amount of \$217,213.99 to the Rose Avenue Resurfacing and Repairs at Other Locations Project; and 3) Approve a Special Budget Appropriation in the amount \$2,776,995.49 recognizing the State of California Transportation (Caltrans) for Surface Transportation Act (STA) federal aid grant funding in an amount of \$2,559,781.50 and \$217,213.99 of interest earnings from Proposition 1B bonds for the Rose Avenue Resurfacing and Repairs at Other Locations Project.

Legislative Body: CC

Contact: Patricia Friend/Michael Henderson

Phone: 385-7821

4. SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract for PW14-05-Bryce Canyon North Neighborhood Street/Alley & Water Improvement Project. (377)

RECOMMENDATION: 1) Award contract to the lowest responsible and responsive bidder, Toro Enterprises, Inc. (A-7719) in the amount of \$4,553,672.85 for PW14-05 Bryce Canyon North Neighborhood Street/Alley & Water Improvement Project, and authorize the purchasing agent to execute the contract upon receipt of final documents; and 2) Approve a Special Budget Appropriation of \$3,200,000 from the Water Enterprise Fund for the installation of the water line improvements to the Bryce Canyon North Neighborhood Project.

Legislative Body: CC

Contact: Patricia Friend/Michael Henderson

Phone: 385-7821

5. SUBJECT: Transportation Development Act (TDA) Local Transportation Fund (LTF) Allocations for FY 2014/15 and Article 3 Bicycle/Pedestrian Funds Resolution. (421)

RECOMMENDATION: Adopt a resolution approving the submittal of a claim with the Ventura County Transportation Commission (VCTC) for allocation of FY 2014/15 TDA Article 3 Bicycle/Pedestrian Funds.

Legislative Body: CC

Contact: Martin Erickson

Phone: 385-7870

Finance Department

6. SUBJECT: Budget Appropriation for Harbor Blvd. Resurfacing. (425)

RECOMMENDATION: Approve a budget appropriation in the amount of \$250,000 from the General Fund.

Legislative Body: CC

Contact: James Cameron

Phone: 385-7461

Fire Department

7. SUBJECT: Purchase Order for the Purchase of Vehicle Extrication Equipment. (427)

RECOMMENDATION: Approve and authorize the Mayor to execute a purchase order in the amount of \$362,935 with Fire Service Specification & Supply (FS3) for the purchase of vehicle extrication equipment.

Legislative Body: CC

Contact: Brad Windsor

Phone: 385-7708

Utilities Department

8. SUBJECT: Professional Services Agreement with Carollo Engineers, Inc. to provide Local Limits Evaluation for Wastewater Pretreatment Reporting Requirements under the National Pollutant Discharge Elimination System (NPDES). (433)

RECOMMENDATION: 1) Approve and authorize the Mayor to execute an agreement with Carollo Engineers, Inc., (A-7114) in the amount of \$475,103 to provide a Local Limits Evaluation for Wastewater Pretreatment Reporting Requirements under the NPDES; and 2) Approve the appropriation of funds in the amount of \$475,103 from the Wastewater Treatment Operating Fund Balance to provide funding for Agreement with Carollo Engineers (A-7114).

Legislative Body: CC

Contact: Jeremy Grant

Phone: 385-3965

9. SUBJECT: First Amendment to Agreement with KEH & Associates, Inc. for Wastewater and Stormwater Operations, Management and Assessment. (461)

RECOMMENDATION: 1) Approve and authorize the Mayor to execute a First Amendment to the Agreement with KEH & Associates, Inc. (A-7672) for Wastewater and Stormwater Operations, Management and Assessment, in the amount of \$872,187 to bring the total amount to \$3,147,542 for the provision of Phase 2 services; and 2) Approve the transfer of funds in the amount of \$872,187 from various Water projects to provide funding for this amendment.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

10. **SUBJECT:** Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract for Project Specification No. 14-12 Non-Scheduled Repairs of Wastewater Collection and Storm Drain Systems. (475)

RECOMMENDATION: 1) Approve and authorize the Mayor to execute Contract to the lowest responsible responsive bidder, Sam Hill & Sons, Incorporated (A-7721) in the amount of \$500,000 for Project Specification No. 14-12 Non-Scheduled Repairs of Wastewater Collection and Storm Drain Systems for the period of November 1, 2014 through October 31, 2015; and 2) Approve the appropriation of funds in the amount of \$250,000 from the Wastewater Collection Operating Fund Balance to provide funding for Contract with Sam Hill & Sons (A-7721) for Non-Scheduled Repairs of Wastewater Collection and Storm Drain Systems for Fiscal Year 2014-15.

Legislative Body: CC

Contact: Lou Balderrama

Phone: 385-7839

C. CLOSED SESSION – Continued from Page 1

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.**

CC (Government Code section 54956.9 (d)(1))

Name of case: Guillermo Ramirez v. Oxnard Police Department, et al.

United States District Court, Case No. CV13-01615-MWF-AN

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

2. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR.**

CC Instructions to negotiator, Greg Nyhoff, City Manager, concerning negotiations with Ravello Holdings, Inc., and Cerberus California, LLC, regarding the price and terms of payment for the possible purchase of a portion of an approximately 20 acre parcel of land west of Ventura Road and North of Vineyard Avenue adjacent to City owned property commonly referred to as River Ridge Fields.

The City Manager requested that this item be discussed in closed session under the Brown Act exception of Conference with Real Property Negotiator (Government Code section 54956.8). The purpose of the closed session is for the City Council to review the status of negotiations for the potential purchase of real property and to provide instructions to its negotiator.

T. ADJOURNMENT

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

Prepared By: Michael More, Financial Services ManagerAgenda Item No. I-1Reviewed By: City Manager SM City Attorney SMF Finance JC Other (Specify) _____**DATE:** October 2, 2014**TO:** City Council
City of Oxnard Financing Authority**FROM:** James Cameron, Chief Financial Officer
Finance Department**SUBJECT:** Issuance of Lease Revenue Project and Refunding Bonds, Series 2014**RECOMMENDATION**

That City Council:

1. Adopt a resolution authorizing the sale, issuance and delivery of not more than \$27 million in City of Oxnard Financing Lease Revenue Project and Refunding Bonds, Series 2014 ("2014 Bonds"), and approving certain documents and authorizing certain action in connection therewith.
2. Approve a special budget appropriation in the amount of \$20 million for various neighborhood street resurfacing projects.

That the City of Oxnard Financing Authority adopt a resolution authorizing the sale, issuance and delivery of not more than \$27 million of its Lease Revenue Project and Refunding Bonds, Series 2014, and approving certain documents and authorizing certain action in connection therewith.

DISCUSSION

On June 17, 2014, City Council received a report concerning the reconstruction of various streets throughout the City through a bond issuance utilizing Measure 'O' funds as a repayment source. Measure 'O' funds were approved to provide \$20 million of a total of \$31 million needed to fund the neighborhood resurfacing projects (Attachment No. 10).

On September 16, 2014, City Council adopted Resolution No. 14,688 declaring its intent to reimburse the City for capital expenditures related to the improvement and construction of portions of streets and roadways in the City from proceeds of taxable or tax-exempt indebtedness. As a result, any expenditure incurred on these street projects prior to the issuance of bonds could be reimbursed with bond proceeds.

Through the City's financial advisor, staff issued a Request for Proposals (RFP) to six investment banking firms qualified in the City's investment banking pool to provide proposals to issue the 2014

Bonds. The firm that provided the best proposal at the lowest cost was determined to be J.P. Morgan.

Financing Structure

The 2014 Bonds are proposed to raise \$20 million for the projects listed on Attachment No. 10. The bonds will be structured as lease revenue bonds, in which the City will make lease payments on an existing asset as security for the bond payments. Staff has identified the following assets to be leased under the 2014 Bonds:

- Downtown Library (251 South A Street)
- Administrative Annex (300 West Third Street)

Both the Downtown Library and Administrative Annex buildings are currently encumbered as leased assets under the City's Lease Revenue Refunding Bonds 2003, Series A (the "2003A Bonds"). In order to make the Downtown Library and Administrative Annex available as leased assets for the 2014 Bonds, the 2003A Bonds will be refunded as part of the 2014 Bonds. The 2003A Bonds are scheduled to mature on June 1, 2016. The 2014 Bonds are being structured in a manner that maintains the same amortization of the remaining \$3.6 million principal of the 2003A Bonds in Fiscal Years 2015 and 2016. As a result, payments on the 2014 Bonds are higher in FY 2015 and FY 2016, consistent with the refunded principal of the 2003A Bonds. After 2016, the debt service on the 2014 Bonds are level through maturity in Fiscal Year 2029, at approximately \$1.7 million annually.

While refunding the 2003A Bonds provides net present value savings estimated at \$76,000, the primary purpose of the refunding is to free up the leased assets to finance the street replacement projects.

The not-to exceed bond issuance amount of \$27 million is detailed as follows:

Streets Project Fund	\$20,000,000
Refunding of 2003A Lease Revenue Bonds	3,565,630
Cost of Issuance	310,000
Contingency for Reserve Fund (Estimate)	2,400,000
Contingency for Market Conditions (Estimate)	724,370
Total	\$27,000,000

Resolutions

The attached resolutions accomplish the following:

- Approve the form of the following documents:
 - Contract of Purchase (Attachment No. 3)
 - Escrow Agreement (Attachment No. 4)
 - Preliminary Official Statement (Attachment No. 5)
 - Continuing Disclosure Agreement (Appendix E to Attachment No. 5)

- Trust Agreement (Attachment No. 6)
 - Master Lease (Attachment No. 7)
 - Property Lease (Attachment No. 8)
 - Termination, Reconveyance, and Quitclaim (Attachment No. 9)
- For the Authority, authorizes the Chairman, the Vice Chairman, the Controller, and the Secretary to execute and deliver the above documents, and such other documents and certifications that may be necessary to consummate the transaction.
 - For the City, authorizes the Mayor, the Mayor Pro Tem, the City Clerk, and the Chief Financial Officer to execute and deliver the above documents, and such other documents and certifications that may be necessary to consummate the transaction.

FINANCIAL IMPACT

The approval of the attached documents will result in the issuance of the Lease Revenue Project and Refunding Bonds, Series 2014. The debt service for the \$20 million in new money for street projects will be approximately \$1.7 million annually through 2029, which will be paid from the Measure 'O' Funds. The debt service on the refunded 2003A Bonds is approximately \$1.8 million in each of 2015 and 2016.

MM

Attachments

- #1 - City Resolution
- #2 - COFA Resolution
- #3 - Contract of Purchase
- #4 - Escrow Agreement
- #5 - Preliminary Official Statement
- #6 - Trust Agreement
- #7 - Master Lease
- #8 - Property Lease
- #9 - Termination, Reconveyance, and Quitclaim
- #10 - Neighborhood Resurfacing Projects
- #11 - Special Budget Appropriation

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING THE SALE, ISSUANCE, AND DELIVERY OF NOT MORE
THAN \$27,000,000 IN PRINCIPAL AMOUNT OF CITY OF OXNARD
FINANCING AUTHORITY LEASE REVENUE PROJECT AND REFUNDING
BONDS, SERIES 2014, AND APPROVING CERTAIN DOCUMENTS AND
AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Oxnard Financing Authority, a joint exercise of powers entity organized and existing under the laws of the State of California (the "Authority"), has the authority, among other things, to assist the City of Oxnard, a municipal corporation organized and existing under and by virtue of the constitution and laws of the State of California (the "City"), in financing and refinancing certain lease obligations; and

WHEREAS, the Authority has issued its Lease Revenue Refunding Bonds, 2003 Series A, in the aggregate principal amount of \$18,640,000 (the "2003 Bonds"), pursuant to that certain Trust Agreement, dated as of May 1, 2003 (the "2003 Trust Agreement"), by and among the Authority, the City, and Wells Fargo Bank, National Association, as trustee (the "2003 Trustee"), to refund, on a current refunding basis, and prepay certain outstanding obligations of the Authority and the City, as further described in the 2003 Trust Agreement; and

WHEREAS, pursuant to that certain Property Lease, dated as of May 1, 2003, by and between the City, as lessor, and the Authority, as lessee, the City leased to the Authority the property described therein (the "2003 Leased Property"); and

WHEREAS, the 2003 Bonds were secured by the payments to be made by the City pursuant to that certain Master Lease and Option to Purchase, dated as of May 1, 2003 (the "2003 Lease"), by and between the Authority, as lessor, and the City, as lessee, pursuant to which the City leased from the Authority the 2003 Leased Property; and

WHEREAS, the City and the Authority desire to refund the 2003 Bonds on a current refunding basis; and

WHEREAS, the City further desires to finance the construction and improvement of certain street and roadway facilities, as more particularly described in Exhibit D to the Trust Agreement (as defined below) (collectively, the "Project"); and

WHEREAS, the Authority desires to assist the City in financing the construction and improvement of the Project; and

WHEREAS, the City proposes to enter into a Trust Agreement (the "Trust Agreement"), by and among the Authority, the City, and Wells Fargo Bank, National Association, as trustee (the "Trustee"), to provide for the issuance of not more than \$27,000,000 in aggregate principal amount of the Authority's Lease Revenue Project and Refunding Bonds, Series 2014 (the "Bonds"), the proceeds of which Bonds will be used to finance the costs to (1) refund the 2003

Bonds, (2) construct and improve the Project, and (3) pay costs incurred in connection with the issuance, sale, and delivery of the Bonds; and

WHEREAS, the Bonds will be issued pursuant to Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (Sections 53580 and following of said Government Code) (the "Law") and the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the California Government Code) (the "Act"); and

WHEREAS, this City Council of the City (this "City Council") has determined that the issuance of the Bonds pursuant to Law and the Act does not require approval of the qualified electors of the City; and

WHEREAS, the City proposes to enter into a Property Lease (the "Property Lease") by and between the City, as lessor, and the Authority, as lessee, pursuant to which Property Lease the City will lease to the Authority certain property described therein (the "Property"); and

WHEREAS, the City proposes to enter into a Master Lease and Option to Purchase (the "Lease") by and between the Authority, as lessor, and the City, as lessee, pursuant to which Lease the City will lease the Property from the Authority; and

WHEREAS, the Bonds will be secured by certain rental payments (the "Base Rental") for the lease of the Property to be made by the City pursuant to the Lease, which Base Rental payments will be sufficient to provide the amount necessary to pay the principal of and interest on the Bonds; and

WHEREAS, the City proposes that, in connection with the entering into of the Property Lease and the Lease, the Authority and the City terminate the 2003 Property Lease and the 2003 Lease and the Authority and the 2003 Trustee reconvey, release, transfer, and quitclaim to the City all of their right, title, and interest in and to the 2003 Property pursuant to a Termination, Reconveyance, and Quitclaim (the "Termination, Reconveyance, and Quitclaim") by and among the Authority, the City, and the 2003 Trustee; and

WHEREAS, this City Council has determined that it is desirable to sell the Bonds on a negotiated sale basis; and

WHEREAS, to effectuate such negotiated sale, J.P. Morgan Securities LLC, as underwriter (the "Underwriter"), has agreed to purchase the Bonds pursuant to a Contract of Purchase (the "Purchase Contract") by and among the Authority, the City, and the Underwriter; and

WHEREAS, the sole members of the Authority are the City, the Oxnard Community Development Commission Successor Agency, and the Housing Authority of the City of Oxnard, which members are located entirely within the City, and the Project is located within the geographic boundaries of the City; and

WHEREAS, on this date, the City held a public hearing in accordance with Section 6586.5 of the Act, which public hearing was held at the City Council Chambers, 305 West Third Street, Oxnard, California 93030; and

WHEREAS, in accordance with Section 6586.5 of the Act, notice of such public hearing was published once at least five days prior to the public hearing in the "Ventura County Star" and "VIDA," a newspaper of general circulation in the City; and

WHEREAS, this City Council has appointed First Southwest Company as financial advisor (the "Financial Advisor") to, among other things, advise the City and the Authority with respect to Bond interest rates, underwriting fees, and other financing matters relating to the issuance of the Bonds; and

WHEREAS, this City Council has appointed Goodwin Procter LLP as bond counsel ("Bond Counsel") and disclosure counsel ("Disclosure Counsel") to prepare proceedings for the issuance, sale, and delivery of the Bonds and to prepare and review the form and content of initial and continuing disclosure materials, including, without limitation, a preliminary official statement (the "Preliminary Official Statement") and a final official statement, in connection with the issuance of the Bonds; and

WHEREAS, the City proposes that the Authority enter into a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") by and between the Authority and the Trustee, as dissemination agent (the "Dissemination Agent"), to provide for the Authority's continuing disclosure obligations with respect to the Bonds under Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"); and

WHEREAS, the City proposes that the Authority enter into an Escrow Agreement (the "Escrow Agreement") by and between the Authority and Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent"), to provide for the payment and redemption of all outstanding 2003 Bonds on or about November 24, 2014; and

WHEREAS, the forms of the following documents are on file with the City Clerk of the City (the "City Clerk") and have been submitted to this City Council, and the Chief Financial Officer of the City, acting as such on behalf of the City (the "Chief Financial Officer") and acting as the Controller of the Authority (the "Controller") on behalf of the Authority, in consultation with Bond Counsel, Disclosure Counsel, the Financial Advisor, and the Underwriter, has examined and approved each document and has recommended that this City Council direct the completion, where appropriate, and the execution and delivery of such documents and the consummation of such financing:

- (1) the Purchase Contract;
- (2) the Preliminary Official Statement;
- (3) the Property Lease;
- (4) the Lease;
- (5) the Trust Agreement;
- (6) the Termination, Reconveyance, and Quitclaim;

- (7) the Continuing Disclosure Agreement;
- (8) the Escrow Agreement;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY FIND, DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

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

SECTION 2. The Authority's issuance of the Bonds pursuant to the Act and the Law, a portion of the proceeds of which Bonds will finance the construction and improvement of the Project, will provide "significant public benefits" (as such term is defined in Government Code section 6586) to the residents of the City because the City expects that such use will provide demonstrable savings in effective interest rate costs, employment benefits from undertaking the construction and improvement of the Project in a timely manner, or more efficient delivery of City services to residential and commercial development.

SECTION 3. The Property Lease is approved in substantially the form on file with the City Clerk. The Mayor of the City (the "Mayor") and the City Clerk are authorized and directed, for and in the name of the City, to execute and deliver the Property Lease with such changes, insertions, and omissions as the Chief Financial Officer shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 4. The Lease is approved in substantially the form on file with the City Clerk. The Mayor and the City Clerk are authorized and directed, for and in the name of the City, to execute and deliver the Lease with such changes, insertions, and omissions as the Chief Financial Officer shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 5. The Trust Agreement is approved in substantially the form on file with the City Clerk. The Mayor and the City Clerk are authorized and directed, for and in the name of the City, to execute and deliver the Trust Agreement with such changes, insertions, and omissions as the Chief Financial Officer shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 6. The Termination, Reconveyance, and Quitclaim is approved in substantially the form on file with the City Clerk. The Mayor and the City Clerk are authorized and directed, for and in the name of the City, to execute and deliver the Termination, Reconveyance, and Quitclaim with such changes, insertions, and omissions as the Chief Financial Officer shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 7. The City understands, acknowledges, and agrees that the Continuing Disclosure Agreement and the Escrow Agreement, in the form on file with the City Clerk, is subject to such changes, insertions, and omissions as the Controller shall require or approve.

SECTION 8. The Purchase Contract is approved in substantially the form on file with the City Clerk. The Chief Financial Officer is authorized and directed, for and in the name of the City, upon receipt of a complete Purchase Contract from the Underwriter, to execute and deliver

the Purchase Contract with such changes, insertions, and omissions as the Chief Financial Officer or the Financial Advisor shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided that the aggregate principal amount of the Bonds shall not exceed \$27,000,000, the interest rates or yields to maturity on the Bonds are such that the true interest cost does not exceed four and one-quarter of one percent (4.250%), and the underwriting fee payable to the Underwriter with respect to the Bonds does not exceed four tenths of one percent (0.40%), excluding any original issue discount or premium.

SECTION 9. The Preliminary Official Statement is approved in substantially the form on file with the City Clerk, with such modifications to the Preliminary Official Statement, whether by corrections or additions thereto or by supplement or amendment thereof, as shall be approved by Disclosure Counsel and by the Controller. The Underwriter is authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the initial purchase of the Bonds and is directed to deliver copies of the final Official Statement to all actual initial purchasers of the Bonds. Such final Official Statement shall be in the form of the Preliminary Official Statement with such changes, insertions, and omissions as may be approved by the Controller.

SECTION 10. The Bonds, in an aggregate principal amount not to exceed \$27,000,000 (which aggregate amount shall be finally determined by the Chief Financial Officer, acting as the Controller), designated "Lease Revenue Project and Refunding Bonds, Series 2014," are authorized to be issued, sold, and delivered by the Authority in accordance with the terms and provisions of the Trust Agreement and the Purchase Contract. The proceeds from the sale of the Bonds shall be deposited as provided in the Trust Agreement.

SECTION 11. The City understands, acknowledges, and agrees that the Controller has been or will be authorized by the Governing Board of the Authority to select a municipal bond insurer to insure payments of principal and interest with respect to the Bonds if the Controller determines that a municipal bond insurance policy issued by such insurer will result in a lower interest rate or yield to maturity with respect to the Bonds and to undertake all acts necessary to obtain such insurance.

SECTION 12. The Mayor, the Mayor Pro-Tem of the City (the "Mayor Pro-Tem"), the City Clerk, the Chief Financial Officer, and any other proper officer of the City are authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents necessary or proper for carrying out the transactions contemplated by the Property Lease, the Lease, the Trust Agreement, the Purchase Contract, Termination, Reconveyance, and Quitclaim, the Continuing Disclosure Agreement, and this Resolution and to execute and deliver any and all certificates and representations, including signature certificates, no-litigation certificates, tax certificates, and certificates concerning the preliminary or final Official Statement describing the Bonds, necessary and desirable to accomplish the transactions described in such documents or as set forth above.

SECTION 13. Any document the execution of which by the Mayor is authorized by this Resolution shall, in the absence or inability to act of the Mayor, be executed by the Mayor Pro-Tem or by any authorized designee of the Mayor or the Mayor Pro-Tem. Any document the execution of which by the City Clerk is authorized by this Resolution shall, in the absence or

inability to act of the City Clerk, be executed by any person so designated in writing by the City Clerk or by any other proper officer of the City acting on behalf of the City Clerk. Any document the execution of which by the Chief Financial Officer is authorized by this Resolution shall, in the absence or inability to act of the Chief Financial Officer, be executed by the Financial Services Manager of the City or, in the absence or inability to act of such Financial Services Manager, by any person so designated in writing by the Chief Financial Officer or by any other proper officer of the City acting on behalf of the Chief Financial Officer.

SECTION 14. All actions previously taken by this City Council and by the officers and staff of the City with respect to the matters addressed by this Resolution are approved, ratified, and confirmed.

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SECTION 15. This Resolution shall take effect from and after its date of adoption.

APPROVED AND ADOPTED this 21st day of October, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer,
Interim City Attorney

APPROVED AS TO CONTENT:



James Cameron, Chief Financial Officer

RESOLUTION NO. ____

RESOLUTION OF THE GOVERNING BOARD OF THE CITY OF OXNARD
FINANCING AUTHORITY AUTHORIZING THE SALE, ISSUANCE, AND
DELIVERY OF NOT MORE THAN \$27,000,000 IN PRINCIPAL AMOUNT
OF ITS LEASE REVENUE PROJECT AND REFUNDING BONDS, SERIES
2014, AND APPROVING CERTAIN DOCUMENTS AND AUTHORIZING
CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Oxnard Financing Authority, a joint exercise of powers entity organized and existing under the laws of the State of California (the "Authority"), has the authority, among other things, to assist the City of Oxnard, a municipal corporation organized and existing under and by virtue of the constitution and laws of the State of California (the "City"), in financing and refinancing certain lease obligations; and

WHEREAS, the Authority has issued its Lease Revenue Refunding Bonds, 2003 Series A, in the aggregate principal amount of \$18,640,000 (the "2003 Bonds"), pursuant to that certain Trust Agreement, dated as of May 1, 2003 (the "2003 Trust Agreement"), by and among the Authority, the City, and Wells Fargo Bank, National Association, as trustee (the "2003 Trustee"), to refund, on a current refunding basis, and prepay certain outstanding obligations of the Authority and the City, as further described in the 2003 Trust Agreement; and

WHEREAS, pursuant to that certain Property Lease, dated as of May 1, 2003, by and between the City, as lessor, and the Authority, as lessee, the City leased to the Authority the property described therein (the "2003 Leased Property"); and

WHEREAS, the 2003 Bonds were secured by the payments to be made by the City pursuant to that certain Master Lease and Option to Purchase, dated as of May 1, 2003 (the "2003 Lease"), by and between the Authority, as lessor, and the City, as lessee, pursuant to which the City leased from the Authority the 2003 Leased Property; and

WHEREAS, the City and the Authority desire to refund the 2003 Bonds on a current refunding basis; and

WHEREAS, the City further desires to finance the construction and improvement of certain street and roadway facilities, as more particularly described in Exhibit D to the Trust Agreement (as defined below) (collectively, the "Project"); and

WHEREAS, the Authority desires to assist the City in financing the construction and improvement of the Project; and

WHEREAS, the Authority proposes to enter into a Trust Agreement (the "Trust Agreement"), by and among the Authority, the City, and Wells Fargo Bank, National Association, as trustee (the "Trustee"), to provide for the issuance of not more than \$27,000,000 in aggregate principal amount of the Authority's Lease Revenue Project and Refunding Bonds, Series 2014 (the "Bonds"), the proceeds of which Bonds will be used to finance the costs to (1) refund the 2003 Bonds, (2) construct and improve the Project, and (3) pay costs incurred in connection with the issuance, sale, and delivery of the Bonds; and

WHEREAS, the Bonds will be issued pursuant to Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (Sections 53580 and following of said Government Code) (the "Law") and the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the California Government Code) (the "Act"); and

WHEREAS, this Governing Board of the Authority (this "Board") has determined that the issuance of the Bonds pursuant to the Law and the Act does not require approval of the qualified electors of the City; and

WHEREAS, the City has determined that "significant public benefits," as such term is defined in Section 6586 of the California Government Code, will be derived by the City from the issuance by the Authority of the Bonds; and

WHEREAS, the sole members of the Authority are the City, the Oxnard Community Development Commission Successor Agency, and the Housing Authority of the City of Oxnard, which members are located entirely within the City, and the Project is located within the geographic boundaries of the City; and

WHEREAS, the Authority proposes to enter into a Property Lease (the "Property Lease") by and between the City, as lessor, and the Authority, as lessee, pursuant to which Property Lease the City will lease to the Authority certain property described therein (the "Property"); and

WHEREAS, the Authority proposes to enter into a Master Lease and Option to Purchase (the "Lease") by and between the Authority, as lessor, and the City, as lessee, pursuant to which Lease the City will lease the Property from the Authority; and

WHEREAS, the Bonds will be secured by certain rental payments (the "Base Rental") for the lease of the Property to be made by the City pursuant to the Lease, which Base Rental payments will be sufficient to provide the amount necessary to pay the principal of and interest on the Bonds; and

WHEREAS, the Authority proposes that, in connection with the entering into of the Property Lease and the Lease, the Authority and the City terminate the 2003 Property Lease and the 2003 Lease and the Authority and the 2003 Trustee reconvey, release, transfer, and quitclaim to the City all of their right, title, and interest in and to the 2003 Property pursuant to a Termination, Reconveyance, and Quitclaim (the "Termination, Reconveyance, and Quitclaim") by and among the Authority, the City, and the 2003 Trustee; and

WHEREAS, this Board has determined that it is desirable to sell the Bonds on a negotiated sale basis; and

WHEREAS, to effectuate such negotiated sale, J.P. Morgan Securities LLC, as underwriter (the "Underwriter"), has agreed to purchase the Bonds pursuant to a Contract of Purchase (the "Purchase Contract") by and among the Authority, the City, and the Underwriter; and

WHEREAS, the City Council of the City (the "City Council") has appointed First Southwest Company as financial advisor (the "Financial Advisor") to, among other things, advise the City and the Authority with respect to Bond interest rates, underwriting fees, and other financing matters relating to the issuance of the Bonds; and

WHEREAS, the City Council has appointed Goodwin Procter LLP as bond counsel ("Bond Counsel") and disclosure counsel ("Disclosure Counsel") to prepare proceedings for the issuance, sale, and delivery of the Bonds and to prepare and review the form and content of initial and continuing disclosure materials, including, without limitation, a preliminary official statement (the "Preliminary Official Statement") and a final official statement, in connection with the issuance of the Bonds; and

WHEREAS, the Authority proposes to enter into a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") by and between the Authority and the Trustee, as dissemination agent (the "Dissemination Agent"), to provide for the Authority's continuing disclosure obligations with respect to the Bonds under Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"); and

WHEREAS, the Authority proposes to enter into an Escrow Agreement (the "Escrow Agreement") by and between the Authority and Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent"), to provide for the payment and redemption of all outstanding 2003 Bonds on or about November 24, 2014; and

WHEREAS, the forms of the following documents are on file with the Secretary of this Board (the "Secretary") and have been submitted to this Board, and the Chief Financial Officer of the City, acting as the Controller of the Authority (the "Controller"), in consultation with Bond Counsel, Disclosure Counsel, the Financial Advisor, and the Underwriter, has examined and approved each document and has recommended that this Board direct the completion, where appropriate, and the execution and delivery of such documents and the consummation of such financing:

- (1) the Purchase Contract;
- (2) the Preliminary Official Statement;
- (3) the Property Lease;
- (4) the Lease;
- (5) the Trust Agreement;
- (6) the Termination, Reconveyance, and Quitclaim;
- (7) the Continuing Disclosure Agreement; and
- (8) the Escrow Agreement;

NOW, THEREFORE, THE GOVERNING BOARD OF THE CITY OF OXNARD FINANCING AUTHORITY DOES HEREBY FIND, DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

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

SECTION 2. The Property Lease is approved in substantially the form on file with the Secretary. The Chairman of this Board (the "Chairman") and the Secretary are authorized and

directed, for and in the name of the Authority, to execute and deliver the Property Lease with such changes, insertions, and omissions as the Controller shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The Lease is approved in substantially the form on file with the Secretary. The Chairman and the Secretary are authorized and directed, for and in the name of the Authority, to execute and deliver the Lease with such changes, insertions, and omissions as the Controller shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 4. The Continuing Disclosure Agreement is approved in substantially the form on file with the Secretary. The Controller is authorized and directed, for and in the name of the Authority, to execute and deliver the Continuing Disclosure Agreement with such changes, insertions, and omissions as the Controller shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 5. The Trust Agreement is approved in substantially the form on file with the Secretary. The Chairman and the Secretary are authorized and directed, for and in the name of the Authority, to execute and deliver the Trust Agreement with such changes, insertions, and omissions as the Controller shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 6. The Termination, Reconveyance, and Quitclaim is approved in substantially the form on file with the Secretary. The Chairman and the Secretary are authorized and directed, for and in the name of the Authority, to execute and deliver the Termination, Reconveyance, and Quitclaim with such changes, insertions, and omissions as the Controller shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 7. The Escrow Agreement is approved in substantially the form on file with the Secretary. The Controller is hereby authorized and directed, for and in the name of the Authority, to execute and deliver the Escrow Agreement with such changes, insertions, and omissions as the Controller shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 8. The Purchase Contract is approved in substantially the form on file with the Secretary. The Controller is authorized and directed, for and in the name of the Authority, upon receipt of a complete Purchase Contract from the Underwriter, to execute and deliver the Purchase Contract with such changes, insertions, and omissions as the Controller or the Financial Advisor shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided that the aggregate principal amount of the Bonds shall not exceed \$27,000,000, the interest rates or yields to maturity on the Bonds are such that the true interest cost does not exceed four and one-quarter of one percent (4.250%), and the underwriting fee payable to the Underwriter with respect to the Bonds does not exceed four tenths of one percent (0.40%), excluding any original issue discount or premium.

SECTION 9. (a) The Preliminary Official Statement is approved and authorized in substantially the form on file with the Secretary. The Preliminary Official Statement shall be deemed final as of its date, except for either revision or addition of the offering price(s), yield(s) to maturity, selling compensation, aggregate denominational amount and maturity value, denominational amount and maturity value per maturity, delivery date, rating(s), and other terms of the Bonds that depend upon the foregoing as provided in and pursuant to the Rule, and the Controller, as the Authority officer to be authorized and directed to execute the final Official Statement for the Bonds, is authorized to execute and deliver a certificate in the customary form respecting such finality.

(b) This Board authorizes such modifications to the Preliminary Official Statement, whether by corrections or additions thereto or by supplement or amendment thereof, as shall be approved by Disclosure Counsel and by the Controller, such approval to be conclusively established by delivery thereof to the Underwriter. The Underwriter is authorized to distribute the Preliminary Official Statement in connection with its public offering of the Bonds to persons who may be interested in the initial purchase of the Bonds, and the Controller, in coordination with the Underwriter and Disclosure Counsel, shall cause sufficient copies of the Preliminary Official Statement to be printed and made available to the Underwriter for said purpose.

(c) The Controller is further authorized and directed to approve, execute, and deliver the final Official Statement with respect to the Bonds, which final Official Statement shall be in the form of the Preliminary Official Statement with such changes, insertions, and omissions as may be approved by the Controller, such approval to be conclusively evidenced by the execution and delivery thereof. The Underwriter is directed to deliver copies of the final Official Statement to all actual initial purchasers of the Bonds.

SECTION 10. The Bonds, in an aggregate principal amount not to exceed \$27,000,000 (which aggregate amount shall be finally determined by the Controller), designated "City of Oxnard Financing Authority Lease Revenue Project and Refunding Bonds, Series 2014," are authorized to be issued, sold, and delivered in accordance with the terms and provisions of the Trust Agreement and the Purchase Contract. The proceeds from the sale of the Bonds shall be deposited as provided in the Trust Agreement and the Escrow Agreement. The Chairman and the Secretary are authorized and directed, for and in the name of the Authority, to execute (manually or by facsimile) and deliver the Bonds with such changes, insertions, and omissions as the Controller shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 11. The Controller is hereby authorized and directed to give or cause to be given notice of redemption of the 2003 Bonds, pursuant to the terms of the 2003 Trust Agreement and the Escrow Agreement.

SECTION 12. Wells Fargo Bank, National Association, is appointed as Trustee under and pursuant to the Trust Agreement, as Escrow Agent under the Escrow Agreement, and as Dissemination Agent under the Continuing Disclosure Agreement, with the respective powers and duties of each of said office as set forth therein. The Trustee is requested and directed to authenticate and deliver the Bonds to the Underwriter in accordance with written instructions to be executed on behalf of the Authority by the Controller.

SECTION 13. The Controller is authorized to select a municipal bond insurer to insure payments of principal and interest with respect to the Bonds if the Controller determines that a municipal bond insurance policy issued by such insurer will result in a lower interest rate or yield to maturity with respect to the Bonds and to undertake all acts necessary to obtain such insurance.

SECTION 14. The Chairman, the Vice Chairman of this Board (the "Vice Chairman"), the Secretary, the Controller, and any other proper officer of the Authority are authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents necessary or proper for carrying out the transactions contemplated by the Property Lease, the Lease, the Trust Agreement, the Purchase Contract, the Continuing Disclosure Agreement, the Termination, Reconveyance, and Quitclaim, the Escrow Agreement, and this Resolution and to execute and deliver any and all certificates and representations, including signature certificates, no-litigation certificates, tax certificates, and certificates concerning the preliminary or final Official Statement describing the Bonds, necessary and desirable to accomplish the transactions described in such documents or as set forth above.

SECTION 15. Any document the execution of which by the Chairman is authorized by this Resolution shall, in the absence or inability to act of the Chairman, be executed by the Vice Chairman or by any authorized designee of the Chairman or the Vice Chairman. Any document the execution of which by the Secretary is authorized by this Resolution shall, in the absence or inability to act of the Secretary, be executed by any person so designated in writing by the Secretary or by any other proper officer of the Authority acting on behalf of the Secretary. Any document the execution of which by the Controller is authorized by this Resolution shall, in the absence or inability to act of the Controller, be executed by the Assistant Controller of the Authority or, in the absence or inability to act of such Assistant Controller, by any other person so designated in writing by the Controller or by any other proper officer of the Authority acting on behalf of the Controller.

SECTION 16. All actions previously taken by this Board and by the officers and staff of the Authority with respect to the matters addressed by this Resolution are approved, ratified, and confirmed.

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SECTION 17. This Resolution shall take effect from and after its date of adoption.

APPROVED AND ADOPTED this 21st day of October, 2014, by the following vote:

AYES:

NOES:

ABSENT:

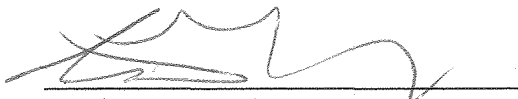
ABSTAIN:

Tim Flynn, Chairman

ATTEST:

Daniel Martinez, Secretary

APPROVED AS TO FORM:



Stephen M. Fischer,
Interim General Counsel

APPROVED AS TO CONTENT:



James Cameron, Controller

\$[PRINCIPAL AMOUNT]
City of Oxnard Financing Authority
Lease Revenue Project and Refunding Bonds, Series 2014

November __, 2014

CONTRACT OF PURCHASE

City of Oxnard Financing Authority
300 West Third Street
Oxnard, California 93030
Attention: Finance Department

City of Oxnard
300 West Third Street
Oxnard, California 93030
Attention: Finance Department

Ladies and Gentlemen:

J.P. Morgan Securities LLC (the “**Underwriter**”) offers to enter into this Contract of Purchase (this “**Purchase Contract**”) with the City of Oxnard (the “**City**”) and the City of Oxnard Financing Authority (the “**Authority**”) with regard to the Bonds described below, which Purchase Contract, upon the acceptance hereof by the City and the Authority, will be binding upon the Authority, the City, and the Underwriter. This offer is made subject to the written acceptance of this Purchase Contract by the Authority and the City and the delivery of such acceptance to the Underwriter at or prior to 11:59 p.m., Pacific time, on the date hereof, and, if it is not so accepted, such offer may be withdrawn by the Underwriter upon written notice to the City and the Authority by the Underwriter at any time before its acceptance.

Each of the Authority and the City acknowledges and agrees that (i) the purchase and sale of the Bonds (as defined below) pursuant to this Purchase Contract is an arm’s-length commercial transaction between the Authority and the City, collectively, and the Underwriter, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the Authority or the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Authority or the City with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Authority or the City on other matters) and the Underwriter has no obligation to the Authority or the City with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, and (iv) the Authority and the City have consulted their own legal, financial, and other advisors to the extent they have deemed appropriate.

1. Upon the terms and conditions and upon the basis of the representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the Authority for reoffering to the public, and the Authority hereby agrees to sell to the

Underwriter for such purpose, all (but not less than all) of the \$[PRINCIPAL AMOUNT] aggregate principal amount of the City of Oxnard Financing Authority Lease Revenue Project and Refunding Bonds, Series 2014 (the "**Bonds**"). The purchase price of the Bonds shall be \$_____ (representing the par amount of the Bonds, [plus/less] a net original issue [premium/discount] of \$_____, and less an Underwriter's discount of \$_____). The Preliminary Official Statement with respect to the Bonds, dated October __, 2014 (the "**Preliminary Official Statement**"), as amended to conform to the terms of this Purchase Contract, and dated the date hereof, and with such changes and amendments as are mutually agreed to by the Authority, the City, and the Underwriter, including the cover page, the appendices, and all information incorporated therein by reference, is herein collectively referred to as the "**Official Statement**." The Authority represents that it has deemed the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), yield(s) to maturity, selling compensation, aggregate denominational amount and maturity value, denominational amount and maturity value per maturity, delivery date, rating(s), and other terms of the Bonds that depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "**Rule**"), by delivering a certificate to the Underwriter substantially in the form of Exhibit B attached hereto.

2. The Bonds shall mature on the dates and in the amounts, and will bear interest at the rates, set forth in Exhibit A hereto and as further described in the Official Statement. The Bonds shall be issued under and pursuant to the Trust Agreement, dated as of November 1, 2014 (the "**Trust Agreement**"), by and among the Authority, the City, and Wells Fargo Bank, National Association (the "**Trustee**"). Capitalized terms used herein without definition shall have the meanings given to such terms in the Trust Agreement.

3. The Underwriter shall make a bona fide public offering of all the Bonds at not in excess of the respective initial public offering prices to be set forth on the inside cover page of the Official Statement. The Underwriter reserves the right to change such initial offering prices as the Underwriter shall deem necessary in connection with the marketing of the Bonds and to offer and sell the Bonds to certain dealers (including dealers depositing such bonds into investment trusts) and others at prices lower than the initial offering prices set forth on the cover page of the Official Statement. The Underwriter also reserves the right to (i) over allot or effect transactions that stabilize or maintain the market prices of the Bonds at levels above those which might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time. "Public offering" shall include an offering to a representative number of institutional investors or registered investment companies, regardless of the number of such investors to which the Bonds are sold.

4. The Authority hereby authorizes the use by the Underwriter of (i) the Trust Agreement, (ii) the Property Lease, dated as of November 1, 2014 (the "**Property Lease**"), by and between the Authority and the City, (iii) the Master Lease and Option to Purchase, dated as of November 1, 2014 (the "**Lease**"), by and between the Authority and the City, (iv) the Continuing Disclosure Agreement, dated as of the Closing Date (the "**Continuing Disclosure Agreement**"), by and between the Authority and the Trustee, as dissemination agent, (v) the Escrow Agreement, dated as of November 1, 2014 (the "**Escrow Agreement**"), by and between the Authority and Wells Fargo Bank, National Association, as escrow agent (the "**Escrow**

Agent”), relating to the City of Oxnard Financing Authority Lease Revenue Refunding Bonds, 2003 Series A, and (vi) the Official Statement, and any supplements or amendments thereto, and the information contained in each of such documents, in connection with the public offering and sale of the Bonds. The Authority consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Bonds.

The Authority will deliver to the Underwriter, within seven (7) business days after the date of this Purchase Contract and in sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, copies of the Official Statement in final form (including all documents incorporated by reference therein) and any amendment or supplement thereto in such quantities as the Underwriter may reasonably request in order to comply with the obligations of the Underwriter pursuant to the Rule and the rules of the Municipal Securities Rulemaking Board. As soon as practicable following receipt thereof from the Authority, the Underwriter shall deliver the Official Statement to the Municipal Securities Rulemaking Board.

5. At 8:00 a.m., Los Angeles time, on November 20, 2014, or at such other time or on such other business day as shall have been mutually agreed upon by the Authority and the Underwriter (the **“Closing Date”**), the Authority will cause the Trustee to authenticate and deliver to the Underwriter at the office of The Depository Trust Company (**“DTC”**) in New York, New York, or at such other place as the Authority and the Underwriter may mutually agree upon, the Bonds in fully-registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Bonds by wire transfer payable in immediately available funds to or upon the order of the Authority at such place in Los Angeles, California, or New York, New York, as shall have been mutually agreed upon by the Authority and the Underwriter. Such delivery of and payment for the Bonds is referred to herein as the **“Closing.”** The Bonds shall be made available for inspection by DTC at least one business day before the Closing.

6. The Authority represents, warrants, and covenants to the Underwriter that:

(A) The Authority is a joint powers authority under Article 1 of Chapter 5 of Division 7 of Title 1 of the California Government Code duly organized and validly existing under and by virtue of the Constitution and the laws of the State of California (the **“State”**).

(B) The Authority has the legal right and power to issue and deliver the Bonds and to execute and deliver, and to perform its obligations under, the Trust Agreement, the Property Lease, the Lease, the Continuing Disclosure Agreement, the Escrow Agreement, and this Purchase Contract (collectively, the **“Authority Documents”**). The Authority has duly authorized the issuance and delivery of the Bonds and the execution and delivery of, and performance of its obligations under, the Authority Documents and, as of the date hereof, such authorizations are in full force and effect and have not been amended, modified, or rescinded. When executed and delivered by the respective parties thereto, the Authority Documents will constitute legal, valid, and binding obligations of the Authority in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws, the

ATTACHMENT NO. 3
PAGE 2 OF 25

application of equitable principles relating to or affecting creditors' rights generally, the exercise of judicial discretion in appropriate cases, and the limitations on legal remedies against joint powers authorities in the State. The Authority has complied, and will at the Closing be in compliance in all respects, with its obligations under the Authority Documents.

(C) The Bonds will be paid from Base Rental (as defined in the Lease) payments pursuant to the Lease, which payments have been duly and validly authorized pursuant to applicable law.

(D) The Bonds will be issued in accordance with the Trust Agreement and will conform in all material respects to the descriptions thereof contained in the Official Statement. The Trust Agreement creates a valid pledge of, first lien upon, and security interest in, the pledged Base Rental payments.

(E) The information in the Official Statement (excluding any information with respect to DTC, the book-entry only system, [**CONFIRM GLOBALLY:**] [the Bond Insurer (as hereinafter defined), and the Bond Insurance Policy (as hereinafter defined)]), is true and correct in all material respects, and the information in the Official Statement does not contain any misstatement of any material fact and does not omit any statement necessary to make the statements, in the light of the circumstances in which such statements were made, not misleading.

(F) To assist the Underwriter in complying with the Rule, the Authority will undertake, pursuant to the Continuing Disclosure Agreement, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. During the last five years, the Authority has never failed to comply with any previous undertaking to provide annual continuing disclosure reports and notices of material events.

(G) The Authority covenants with the Underwriter that for twenty-five days after the Closing Date (the "**Delivery Period**"), if any event occurs that might or would cause the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Authority shall notify the Underwriter thereof, and if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority will cooperate with the Underwriter and the City in the preparation of an amendment or supplement to the Official Statement, at the expense of the Authority and the City, in a form and in a manner approved by the Underwriter.

(H) The Authority will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter. The Authority will advise the Underwriter promptly of the institution of any proceedings known to it by any

governmental agency prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale, or distribution of the Bonds.

(I) If the Official Statement is supplemented or amended, the Official Statement, as so supplemented or amended, as of the date of such supplement or amendment, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(J) The Authority is not in breach of or in default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, consent, or other agreement to which the Authority is a party, and no event has occurred and is continuing that, with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any of the foregoing.

(K) The authorization, execution, and delivery by the Authority of the Authority Documents, and compliance by the Authority with the provisions thereof, do not and will not conflict with or constitute a breach of or default by the Authority under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, consent, or other agreement to which it is bound or by which its properties may be affected.

(L) No authorization, consent, or approval of, or filing or registration with, any Governmental Authority (as defined below) or court is, or under existing requirements of law will be, necessary for the valid execution and delivery of, or performance by the Authority of its obligations under, the Authority Documents, other than any authorization, consent, approval, filing, or registration as may be required under the Blue Sky or securities laws of any state in connection with the offering, sale, or issuance of the Bonds. All authorizations, consents, or approvals of, or filings or registrations with, any Governmental Authority or court necessary for the valid issuance of, and performance by the Authority of its obligations under, the Bonds will have been duly obtained or made prior to the issuance of the Bonds (and disclosed to the Underwriter). As used herein, the term "**Governmental Authority**" refers to any legislative body or governmental official, department, commission, board, bureau, agency, instrumentality, body, or public benefit corporation.

(M) The Authority shall furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and shall use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the Authority shall not be required to execute a general consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(N) There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, or public board or body, pending or, to the best knowledge of the Authority, threatened (i) in any way questioning the existence of the Authority or the titles of the officers of the Authority to their respective offices; (ii) affecting, contesting, or seeking to prohibit, restrain, or enjoin the issuance of the Bonds or the execution or delivery of any of the Authority Documents, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the Authority Documents or the consummation of the transactions contemplated thereby or any proceeding of the Authority taken with respect to any of the foregoing, or contesting the exclusion of the interest on the Bonds from taxation or contesting the powers of the Authority and its authority to pledge the Base Rental payments; (iii) that may result in any material adverse change relating to the Authority that will materially adversely affect the Authority's ability to apply Pledged Assets to pay the Bonds when due; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(O) Other than in the ordinary course of its business or as contemplated by the Official Statement, between the date of this Purchase Contract and the Closing Date the Authority will not, without the prior written consent of the Underwriter, offer or issue any certificates, bonds, notes, or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Base Rental payments.

(P) Any certificate signed by any official or other representative of the Authority and delivered to the Underwriter pursuant to this Purchase Contract shall be deemed a representation and warranty by the Authority to the Underwriter as to the truth of the statements therein made.

7. The City represents, warrants, and covenants to the Underwriter that:

(A) The City is a municipal corporation of the State duly organized and validly existing under and by virtue of the Constitution and laws of the State and has the legal right and power to execute, deliver, and perform its obligations under the Trust Agreement, the Property Lease, the Lease, and this Purchase Contract (collectively, the "City Documents").

(B) The City has the legal right and power to execute and deliver, and to perform its obligations under, the City Documents. The City has duly authorized the execution and delivery of, and the performance of its obligations under, the City Documents and as of the date hereof such authorizations are in full force and effect and have not been amended, modified, or rescinded. When executed and delivered by the respective parties thereto, the City Documents will constitute legal, valid, and binding obligations of the City in accordance with their respective terms, except as enforcement

may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws, the application of equitable principles relating to or affecting creditors' rights generally, the exercise of judicial discretion in appropriate cases, and the limitations on legal remedies against cities in the State. The City has complied, and will at the Closing be in compliance in all respects, with its obligations under the City Documents.

(C) The Bonds will be paid from Base Rental payments pursuant to and as defined in the Lease, which payments have been duly and validly authorized pursuant to applicable law.

(D) The Bonds will be issued in accordance with the Trust Agreement and will conform in all material respects to the descriptions thereof contained in the Official Statement. The Trust Agreement creates a valid pledge of, first lien upon, and security interest in, the pledged Base Rental payments.

(E) The information in the Official Statement (excluding any information with respect to DTC, the book-entry only system, the Bond Insurer, and the Bond Insurance Policy) is true and correct in all material respects, and the information in the Official Statement does not contain any misstatement of any material fact and does not omit any statement necessary to make the statements, in the light of the circumstances in which such statements were made, not misleading.

(F) The City covenants with the Underwriter that, during the Delivery Period, if any event occurs that might or would cause the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City shall notify the Underwriter thereof, and if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will cooperate with the Underwriter and the Authority in the preparation of an amendment or supplement to the Official Statement, at the expense of the Authority and the City, in a form and in a manner approved by the Underwriter.

(G) The City will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter. The City will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale, or distribution of the Bonds.

(H) If the Official Statement is supplemented or amended, the Official Statement as so supplemented or amended, as of the date of such supplement or amendment, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(I) The City is not in breach of or in default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, consent, or other agreement to which the City is a party, and no event has occurred and is continuing that, with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any of the foregoing.

(J) The authorization, execution, and delivery by the City of the City Documents, and compliance by the City with the provisions thereof, do not and will not conflict with or constitute a breach of or default by the City under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, consent, or other agreement to which it is bound or by which its properties may be affected.

(K) No authorization, consent, or approval of, or filing or registration with, any Governmental Authority or court is, or under existing requirements of law will be, necessary for the valid execution and delivery of, or performance by the City of its obligations under, the City Documents, other than any authorization, consent, approval, filing, or registration as may be required under the Blue Sky or securities laws of any state in connection with the offering, sale, or issuance of the Bonds.

(L) The City will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the City shall not be required to execute a general consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(M) There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, or public board or body, pending or, to the best knowledge of the City, threatened (i) in any way questioning the existence of the City or the titles of the officers of the City to their respective offices; (ii) affecting, contesting, or seeking to prohibit, restrain, or enjoin the issuance of the Bonds or the execution or delivery of any of the City Documents, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the City Documents or the consummation of the transactions contemplated thereby or any proceeding of the City taken with respect to any of the foregoing, or contesting the exclusion of the interest on the Bonds from taxation or contesting the powers of the City and its authority to pledge the Base Rental payments; (iii) that may result in any material adverse change relating to the City that will materially adversely affect the City's ability to pay Base Rental when due; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the

Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(N) Other than in the ordinary course of its business or as contemplated by the Official Statement, between the date of this Purchase Contract and the Closing Date the City will not, without the prior written consent of the Underwriter, offer or issue any certificates, bonds, notes, or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Base Rental payments.

(O) The financial statements of, and other financial information regarding, the City contained in the Official Statement fairly present the financial position and results of the operations of the City as of the dates and for the periods therein set forth, and, to the best of the City's knowledge, (i) the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied, (ii) the unaudited financial statements have been prepared on a basis substantially consistent with the audited financial statements included in the Official Statement and reflect all adjustments necessary to that effect, and (iii) the other financial information has been determined on a basis substantially consistent with that of the City's audited financial statements included in the Official Statement.

(P) During the last five years, the City has never failed to comply with any previous undertaking to provide annual continuing disclosure reports and notices of material events.

(Q) Any certificate signed by any official or other representative of the City and delivered to the Underwriter pursuant to this Purchase Contract shall be deemed a representation and warranty by the City to the Underwriter as to the truth of the statements therein made.

8. The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties, and covenants of the Authority and the City contained herein and in the Authority Documents and City Documents to which each of the Authority or the City, as applicable, is a party, and the performance by the Authority and the City of their respective obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Purchase Contract are and shall be subject to the following further conditions:

(A) The representations and warranties of the Authority and the City contained herein shall be true, complete, and correct in all material respects on the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete, and correct in all material respects at the Closing; the Authority and the City shall be in compliance with each of the agreements made by it in this Purchase Contract (unless such agreements are waived by the Underwriter); there shall not have occurred an adverse change in the financial position, results of operations,

or financial condition of the City that materially adversely affects the ability of the City to pay Base Rental when due or otherwise perform any of its obligations under the City Documents; and there shall not have occurred an adverse change in the financial position of the Authority that materially adversely affects the ability of the Authority to make payments of principal of and interest on the Bonds when due or otherwise perform any of its obligations under the Authority Documents.

(B) At the time of the Closing, the Authority Documents and the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented (except as may be agreed to in writing by the Underwriter); all actions that, in the opinion of Goodwin Procter LLP, Los Angeles, California, Bond Counsel ("**Bond Counsel**"), shall be necessary in connection with the transactions contemplated hereby shall have been duly taken and shall be in full force and effect; and the City shall perform or shall have performed its obligations required under or specified in the City Documents to be performed at or prior to the Closing and the Authority shall perform or shall have performed its obligations required under or specified in the Authority Documents to be performed at or prior to the Closing.

(C) At the time of the Closing, the Official Statement (as amended and supplemented) shall be true and correct in all material respects, and shall not omit any statement or information necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(D) Except as disclosed in the Official Statement or in a schedule delivered to the Underwriter at the Closing, no decision, ruling, or finding shall have been entered by any court or Governmental Authority since the date of this Purchase Contract (and not reversed on appeal or otherwise set aside) that has any of the effects described in Section 8(F) hereof.

(E) (i) No default by the City or the Authority shall have occurred and be continuing in the payment of the principal of or premium, if any, or interest on any bond, note, or other evidence of indebtedness issued by the City or the Authority, respectively, and (ii) no bankruptcy, insolvency, or other similar proceeding in respect of the City or the Authority shall be pending or, to the knowledge of the City or the Authority, contemplated.

(F) The Underwriter may terminate this Purchase Contract by written notification to the Authority and the City if at any time after the date hereof and prior to the Closing:

(i) legislation shall have been enacted by the United States or the State or shall have been reported out of committee or be pending in committee, or a decision shall have been rendered by a court of the United States or the Tax Court of the United States, or a ruling shall have been made or a regulation, proposed regulation, or a temporary regulation shall have been published in the Federal Register or any other release or announcement shall have been made by the Treasury Department of the United States or the Internal Revenue Service,

with respect to Federal or State taxation upon revenues or other income or payments of the general character to be derived by the City or upon interest received on obligations of the general character of the Bonds, which, in the reasonable opinion of the Underwriter (after consultation with, and receipt of advice from, the City), materially adversely affects the market for the Bonds; or

(ii) in the reasonable opinion of the Underwriter (after consultation with, and receipt of advice from, the City or its financial advisor), any of the following events materially adversely affects the market for the Bonds: (a) the United States shall have become engaged in hostilities that have resulted in a declaration of war or a national emergency or the President of the United States of America shall have committed the armed forces of the United States of America to combat so as to adversely affect the financial markets in the United States of America, (b) any other calamity or crisis in the financial markets of the United States or elsewhere, (c) the sovereign debt rating of the United States is downgraded by any major credit rating agency or a payment default occurs on United States Treasury obligations, or (d) a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States or any city, county, or other political subdivision located in the United States having a population of over 500,000; or

(iii) there shall have occurred a general suspension of trading on the New York Stock Exchange or other major exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission or any other Governmental Authority having jurisdiction, or a general banking moratorium shall have been declared by Federal, California, or New York authorities having jurisdiction and being in force; or

(iv) there shall have occurred an adverse change in the financial position, results of operations, or financial condition of the City that, in the reasonable opinion of the Underwriter (after consultation with, and receipt of advice from, the City), materially adversely affects the market for the Bonds; or

(v) any legislation, ordinance, rule, or regulation shall be introduced in, or be enacted by, any governmental body, department, or agency of the State, or a decision by any court of competent jurisdiction within the State or any court of the United States shall be rendered that, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds; or

(vi) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation, or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, or sale of

obligations of the general character of the Bonds, or the issuance, offering, or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or that the Trust Agreement needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect; or

(vii) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, which restrictions materially adversely affect the ability of underwriters to trade obligations of the general character of the Bonds; or

(viii) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Authority's or the City's obligations secured in a like manner or any rating of the Bond Insurer, which, in the Underwriter's reasonable opinion, materially adversely affects the marketability or market price of the Bonds; or

(ix) the commencement of any action, suit, or proceeding described in Section 6(N) or 7(M) that, in the judgment of the Underwriter, materially adversely affects the market price of the Bonds; or

(x) any event occurring, or information becoming known that, in the reasonable judgment of the Underwriter, makes any statement or information contained in the Official Statement, as of its date, untrue in any material adverse respect, or has the effect that the Official Statement, as of its date, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(G) At or prior to the Closing, the Underwriter shall receive the following documents:

(1) the opinion of Bond Counsel, dated the Closing Date, in substantially the form included in the Official Statement as Appendix D, addressed to the Authority (and accompanied by reliance letters to the Underwriter, the City, the Trustee, and the Bond Insurer);

(2) a supplemental opinion of Bond Counsel, in form and substance satisfactory to the Underwriter, dated the Closing Date, addressed to the Underwriter, to the effect that:

(i) the Bonds are not subject to registration requirements of the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; and

(ii) the statements contained in the Official Statement under the captions "INTRODUCTION," "THE BONDS," "SECURITY FOR THE BONDS," "TAX MATTERS," "APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS," "APPENDIX D – FORM OF BOND COUNSEL OPINION," and "APPENDIX E – FORM OF CONTINUING DISCLOSURE AGREEMENT," insofar as such statements expressly summarize certain provisions of the Trust Agreement, the Property Lease, the Lease, the Continuing Disclosure Agreement, the Bonds, and the opinion of Bond Counsel concerning certain federal tax matters relating to the Bonds, are accurate in all material respects;

(3) an opinion of the City Attorney of the City, in form and substance satisfactory to the Underwriter, dated the Closing Date, addressed to the Authority, the Underwriter, and the Bond Insurer, to the effect that:

(i) the City is a municipal corporation and general law city duly organized and validly existing under and by virtue of the laws of the State;

(ii) the City has full legal power and lawful authority to enter into the City Documents and to perform its obligations thereunder;

(iii) the resolution of the City approving and authorizing the execution and delivery of the City Documents (the "**City Resolution**") was duly adopted at a meeting of the City Council of the City that was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the City Resolution is in full force and effect and has not been modified, amended, or rescinded as of the Closing Date;

(iv) the City Documents have been duly authorized, executed, and delivered by the City and, assuming due authorization, execution, and delivery by the other parties thereto, such documents constitute the legal, valid, and binding agreements of the City enforceable in accordance with their terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases, and the limitations on legal remedies against cities in the State;

(v) to the best knowledge of such counsel, the execution and delivery by the City of the City Documents, and compliance by the City with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, court decree, resolution, or agreement to which the City is subject to or by which it is bound;

(vi) to the best knowledge of such counsel, the Official Statement (excluding therefrom financial statements and other statistical data included in the Official Statement, and any information with respect to DTC, the book-entry only system, the Bond Insurer, and the Bond Insurance Policy, as to which no view need be expressed) does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(vii) except as otherwise disclosed in the Official Statement, to the best knowledge of such counsel after reasonable investigation, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, or public board or body, pending or, to the best knowledge of such counsel, threatened (a) in any way questioning the existence of the City or the titles of the officers of the City to their respective offices; (b) affecting, contesting, or seeking to prohibit, restrain, or enjoin the issuance of the Bonds or the execution or delivery of any of the City Documents, or the payment or collection of any amounts pledged or to be pledged to pay the Base Rental or the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the City Documents or the consummation of the transactions contemplated thereby or any proceeding of the City taken with respect to any of the foregoing, or contesting the exclusion of the interest on the Bonds from taxation or contesting the powers of the City and its authority to pledge the Base Rental payments; (c) that may result in any material adverse change relating to the City that will materially adversely affect the City's ability to perform its obligations under the City Documents; or (d) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(viii) no authorization, approval, consent, or other order of the State or any other governmental authority or agency within the State having jurisdiction over the City is required for the valid authorization, execution, and delivery by the City of the City Documents;

(4) an opinion of the City Attorney of the City, serving as General Counsel to the Authority, in form and substance satisfactory to the Underwriter, dated the Closing Date, addressed to the City, the Underwriter, and the Bond Insurer, to the effect that:

(i) the Authority is a joint powers authority under Article 1 of Chapter 5 of Division 7 of Title 1 of the California Government Code duly organized and validly existing under and by virtue of the Constitution and the laws of the State;

ATTACHMENT NO. 3
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(ii) the Authority has full legal power and lawful authority to enter into the Authority Documents and to perform its obligations thereunder;

(iii) the resolution of the Authority approving and authorizing the execution and delivery of the Authority Documents and approving the Official Statement (the "**Authority Resolution**") was duly adopted at a meeting of the governing board of the Authority that was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Authority Resolution is in full force and effect and has not been modified, amended, or rescinded as of the Closing Date;

(iv) the Authority Documents have been duly authorized, executed, and delivered by the Authority and, assuming due authorization, execution, and delivery by the other parties thereto, such documents constitute the legal, valid, and binding agreements of the Authority enforceable in accordance with their terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases, and the limitations on legal remedies against joint powers authorities in the State;

(v) to the best knowledge of such counsel, the execution and delivery by the Authority of the Authority Documents, and compliance by the Authority with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, court decree, resolution, or agreement to which the Authority is subject to or by which it is bound;

(vi) except as otherwise disclosed in the Official Statement, to the best knowledge of such counsel after reasonable investigation, there is no action, suit, proceeding, inquiry, or investigation at law or in equity, before or by any court, regulatory agency, or public board or body, pending or, to the best knowledge of such counsel, threatened (a) in any way questioning the existence of the Authority or the titles of the officers of the Authority to their respective offices, (b) affecting, contesting, or seeking to prohibit, restrain, or enjoin the issuance of the Bonds or the execution or delivery of any of the Authority Documents, or the payment or collection of any amounts pledged or to be pledged to pay the Base Rental or the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the Authority Documents or the consummation of the transactions contemplated thereby or any proceeding of the Authority taken with respect to any of the foregoing, or contesting the exclusion of the interest on the Bonds from taxation or contesting the powers of the Authority and its authority to make the pledges set forth in the Trust Agreement, (c) that may result in any material adverse change relating to the Authority that will materially adversely affect the Authority's ability to perform its obligations under the Authority Documents, or (d) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or

amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(vii) no authorization, approval, consent, or other order of the State or any other governmental authority or agency within the State having jurisdiction over the Authority is required for the valid authorization, execution, and delivery by the Authority of the Authority Documents;

(5) a letter from Goodwin Procter LLP, Los Angeles, California, disclosure counsel to the Authority ("**Disclosure Counsel**"), dated the Closing Date, addressed to the Underwriter, to the effect that, based upon its participation in the preparation of the Official Statement as counsel to the Authority and without having undertaken to determine independently the fairness, accuracy, or completeness of the statements contained in the Official Statement, such counsel has no reason to believe that, as of the date of the Closing, the Official Statement (excluding therefrom the reports, financial and statistical data and forecasts therein, the information with respect to DTC and the book-entry system, the information with respect to the Bond Insurer, and the Bond Insurance Policy, and the information included in the Appendices thereto, as to which no view need be expressed) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(6) a certificate of the City, in form and substance satisfactory to the Underwriter, dated the Closing Date, to the effect that;

(i) the representations and warranties of the City contained in this Purchase Contract are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; and

(ii) there has been no material adverse change in the financial condition or results of operations of the City from the date of the Official Statement to the Closing Date;

(7) a certificate of the Authority, in form and substance satisfactory to the Underwriter, dated the Closing Date, to the effect that;

(i) the representations and warranties of the Authority contained in this Purchase Contract are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; and

(ii) there has been no material adverse change in the financial condition or results of operations of the Authority from the date of the Official Statement to the Closing Date;

(8) a certificate, dated the date of the Preliminary Official Statement, from the Authority addressed to the Underwriter, in the form attached hereto as Exhibit B;

(9) an opinion of counsel to the Trustee and the Escrow Agent (collectively, the "**Bank**"), dated the Closing Date, addressed to the Underwriter, the Authority, the City, and the Bond Insurer, to the effect that:

(i) the Bank is a national banking association and is validly existing, duly qualified to do business and in good standing under the laws of each jurisdiction in which the performance of its duties under the Trust Agreement, the Escrow Agreement, and the Continuing Disclosure Agreement (collectively, the "**Bank Documents**") would require such qualification and has the requisite power and authority to execute, deliver and perform its obligations under the Bank Documents;

(ii) the Bank is duly eligible and qualified to act as Trustee under the Trust Agreement and as Escrow Agent under the Escrow Agreement;

(iii) the Bank has all requisite power, authority and legal right to execute and deliver the Bank Documents and to perform its obligations under the Bank Documents, and has taken all necessary corporate action to authorize the execution and delivery of and the performance of its obligations under the Bank Documents;

(iv) the Bank has duly executed and delivered the Bank Documents. Assuming the due authorization, execution and delivery thereof by the other parties thereto, the Bank Documents are the legal, valid, and binding agreements of the Bank enforceable against the Bank in accordance with their terms, except to the extent enforceability thereof may be subject to (A) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights and remedies heretofore or hereafter enacted, and (B) the application of equitable principles and the exercise of judicial discretion in appropriate cases;

(v) the Bonds have been duly authenticated by the Bank;

(vi) the execution, delivery and performance of the Bank Documents by the Bank and the consummation of the transactions contemplated thereby do not and will not (a) to the knowledge of such counsel, conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, or other agreement or instrument to which the Bank is a party or by which the Bank is bound or to which any of the property or assets of the Bank or any of its subsidiaries is subject, (b) result in any violation of the provisions of the charter, articles of association, by-laws, or applicable resolutions of the Bank, or (c) to the knowledge of such counsel, result in any violation of any statute or any order,

rule, or regulation of any court or government agency or body having jurisdiction over the Bank or any of its properties or assets; and

(vii) to the knowledge of such counsel, there are no actions, proceedings or investigations pending or threatened against the Bank before any court, administrative agency or tribunal (a) asserting the invalidity of the Bank Documents, (b) seeking to prevent the consummation of any of the transactions contemplated thereby, or (c) that might materially and adversely affect the performance by the Bank of its obligations under, or the validity or enforceability of the Bank Documents;

(10) a certificate, dated the Closing Date, signed by a duly authorized officer of the Bank, to the effect that;

(i) the Bank is a national banking association organized and existing under and by virtue of the laws of the United States of America, having the necessary power to enter into, accept, and administer the trusts created under the Trust Agreement and to authenticate the Bonds;

(ii) the Bank Documents have been duly authorized, executed, and delivered by a duly authorized officer of the Bank, and the execution, delivery, and performance of the Bank Documents has been duly authorized by all necessary action of the Bank;

(iii) the Bank Documents constitute the legal, valid, and binding obligations of the Bank enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought;

(iv) the Bonds have been duly authenticated by a duly authorized officer of the Bank;

(v) no consent, approval, authorization, or other action by any governmental or regulatory authority having jurisdiction over the Bank that has not been obtained is or will be required for the execution and delivery of the Bank Documents or the performance by the Bank of its duties and obligations under the Bank Documents;

(vi) the execution and delivery by the Trustee of the Trustee Documents and compliance with the terms thereof will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution, or any other agreement or instrument to which the Trustee is a party or by which it is bound, or any law or any rule, regulation, order, or decree of any court or governmental agency or body having jurisdiction over the Trustee or any of its activities or properties (except that no representation, warranty, or agreement need be made with respect to any federal or State securities or blue sky laws or regulations);

(vii) the Trustee's action in executing and delivering the Trustee Documents will not contravene the articles or bylaws of the Trustee and is in full compliance with, and does not conflict with, any applicable law or governmental regulation currently in effect, and such action does not conflict with or violate any contract to which the Bank is a party or any administrative or judicial decision by which the Bank is bound; and

(viii) there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental agency, public board, or body that has been served on the Bank, or to the best knowledge of the Bank, threatened against the Bank which in the reasonable judgment of the Bank would affect the existence of the Bank or in any way contesting or affecting the validity or enforceability of the Bank Documents or contesting the powers of the Bank or its authority to enter into and perform its obligations thereunder;

(11) a letter from Polsinelli LLP, Los Angeles, California, counsel to the Underwriter ("**Underwriter's Counsel**"), dated the Closing Date, addressed to the Underwriter, to the effect that:

(i) the Bonds are not subject to registration requirements of the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; and

(ii) based upon its participation in the preparation of the Official Statement as Underwriter's Counsel and without having undertaken to determine independently the fairness, accuracy, or completeness of the statements contained in the Official Statement, such counsel has no reason to believe that, as of the date of the Closing, the Official Statement (excluding therefrom the reports, financial and statistical data and forecasts therein, the information with respect to DTC and the book-entry system, the information with respect to the Bond Insurer, and the Bond Insurance Policy, and the information included in the Appendices thereto, as to which no view need be expressed) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(12) certified copies of the City Resolution, the Authority Resolution, and an incumbency resolution of the Trustee;

(13) copies each of the Authority Documents, the City Documents, and the Official Statement, duly executed and delivered by the respective parties thereto;

(14) a tax certificate with respect to the Bonds of the Authority and the City, in form satisfactory to Bond Counsel, signed by an appropriate officer of each of the Authority and the City;

(15) evidence satisfactory to the Underwriter that the Bonds shall be insured under a municipal bond insurance policy (the "**Bond Insurance Policy**") issued

by _____, a _____ insurance company (the "Bond Insurer"), that unconditionally guarantees the timely payments of all debt service on the Bonds;

(16) an opinion of counsel to the Bond Insurer, in form and substance satisfactory to the Underwriter and Bond Counsel, with respect to, among other matters, the Bond Insurance Policy;

(17) a certificate of the Bond Insurer, in form and substance satisfactory to the Underwriter and Bond Counsel, with respect to, among other matters, the Bond Insurance Policy;

(18) a no-default certificate of the Bond Insurer, in form and substance satisfactory to the Underwriter and Bond Counsel;

(19) evidence that the underlying rating on the Bonds of "___" by Standard & Poor's Ratings Services is in full force and effect on the Closing Date;

(20) evidence that the rating on the Insured Bonds of "___" by Standard & Poor's Ratings Services as a result of the Bond Insurance Policy provided by the Bond Insurer is in full force and effect on the Closing Date;

(21) copies of the statements with respect to the sale of the Bonds required to be delivered to the California Debt and Investment Advisory Commission pursuant to Sections 8855 and 53583 of the California Government Code;

(22) a copy of the Blanket Letter of Representations to DTC relating to the Bonds signed by the Authority;

(23) evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing; and

(24) such additional legal opinions, certificates, proceedings, instruments, and other documents as the Underwriter, Underwriter's Counsel, or Bond Counsel may reasonably request to evidence compliance by the City and the Authority with legal requirements, the accuracy, as of the time of Closing, of the Authority and the City's representations herein contained, and the due performance or satisfaction by the City and the Authority at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the City and the Authority.

If the City or the Authority shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Contract or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and none of the City, the Authority, or the Underwriter shall have any further obligation hereunder.

9. The performance by each of the Authority and the City of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder and

(ii) receipt by the Authority, the City, and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than Authority and the City.

10. No expenses and costs of the City or the Authority incident to the performance of the Authority's or the City's obligations in connection with the authorization, issuance, and sale of the Bonds to the Underwriter, such as the costs of preparation (including word processing, printing, and reproduction), distribution and delivery of the Preliminary Official Statement, the Official Statement, and this Purchase Contract, in reasonable quantities, fees of rating agencies, fees and expenses of any financial advisor to the City, and fees and expenses of Bond Counsel or Disclosure Counsel for the City, shall be paid by the Underwriter. Except as indicated above, all out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, traveling, and other expenses and the fees and expenses of the Underwriter, including Underwriter's Counsel, shall be paid by the Underwriter.

11. Any notice or other communication to be given to the City under this Purchase Contract may be given by delivering the same in writing to the City of Oxnard, 300 West Third Street, Oxnard, California 93030, Attention: Chief Financial Officer, or to such other person as the Chief Financial Officer may designate in writing. Any notice or other communication to be given to the Authority under this Purchase Contract may be given by delivering the same in writing to the City of Oxnard Financing Authority, 300 West Third Street, Oxnard, California 93030, Attention: Controller, or to such other person as the Controller may designate in writing. Any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to J.P. Morgan Securities LLC, 2029 Century Park East, Suite 4110, Los Angeles, California 90067, Attention: Shawn Dralle. The approval of the Underwriter when required hereunder or the determination of their satisfaction as to any document referred to herein shall be in writing signed by the Underwriter and delivered to the Authority.

12. For all purposes of this Purchase Contract, a default shall not be deemed to be continuing if it has been cured, waived, or otherwise remedied. This Purchase Contract shall be governed by and construed in accordance with the laws of the State applicable to contracts made and performed within the State.

13. This Purchase Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

14. This Purchase Contract when accepted by the Authority and the City in writing shall constitute the entire agreement among the City, the Authority, and the Underwriter and is made solely for the benefit of the City, the Authority, and the Underwriter (including the successors or assigns of the Underwriter approved by the City and the Authority). No other person shall acquire or have any right hereunder or by virtue hereof. All of the representations, warranties, and agreements of the City and the Authority contained in this Purchase Contract shall remain operative and in full force and effect regardless of (a) any investigation made by or on behalf of the Underwriter (but, if the Underwriter does discover by its investigation that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they

were made, not misleading, the Underwriter shall so notify the City and the Authority); (b) the delivery of and payment for the Bonds; and (c) any termination of this Purchase Contract.

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15. This Purchase Contract shall not be modified or amended without the prior written consent of the Underwriter, the City, and the Authority.

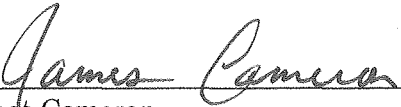
Very truly yours,

J.P. MORGAN SECURITIES LLC

By: _____
Shawn Dralle, Executive Director

The foregoing is hereby agreed to and accepted at _____ [a.m./p.m.] Pacific Standard Time
this ____th day of November, 2014:

CITY OF OXNARD FINANCING AUTHORITY



James Cameron
Controller

CITY OF OXNARD



James Cameron
Chief Financial Officer

EXHIBIT A

\$(PRINCIPAL AMOUNT)
City of Oxnard Financing Authority
Lease Revenue Project and Refunding Bonds, Series 2014

<u>Maturity Date</u> <u>(June 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
2015	\$	%	%	
2016				
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
Total				

EXHIBIT B
"DEEMED FINAL CERTIFICATE"
FOR
PRELIMINARY OFFICIAL STATEMENT

[POS DATE], 2014

J.P. Morgan Securities LLC
2029 Century Park East
Suite 4110
Los Angeles, California 90067
Attention: Shawn Dralle, Executive Director

Re: City of Oxnard Financing Authority
Lease Revenue Project and Refunding Bonds, Series 2014

Ladies and Gentlemen:

With respect to the proposed sale by the City of Oxnard Financing Authority (the "**Authority**") of its City of Oxnard Financing Authority Lease Revenue Project and Refunding Bonds, Series 2014 (the "**Bonds**"), the Authority has delivered to you a Preliminary Official Statement, dated the date hereof (the "**Preliminary Official Statement**"). The Authority, for purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "**Rule**"), deems the Preliminary Official Statement to be final as of its date, except for the omission of no more than the following information: the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, dates and amounts of mandatory sinking fund payments, delivery dates, ratings, and identity of the purchasers and any other terms of the Bonds relating to such matters and any other information permitted to be omitted by the Rule.

CITY OF OXNARD FINANCING AUTHORITY

James Cameron, Controller

ESCROW AGREEMENT

CITY OF OXNARD FINANCING AUTHORITY LEASE REVENUE REFUNDING BONDS, 2003 SERIES A

THIS ESCROW AGREEMENT, dated as of November 1, 2014 (this "**Escrow Agreement**"), by and between the City of Oxnard Financing Authority (the "**Authority**") and Wells Fargo Bank, National Association, as Escrow Agent (the "**Escrow Agent**") hereunder with respect to the \$18,640,000 in original principal amount of the City of Oxnard Financing Authority Lease Revenue Refunding Bonds, 2003 Series A (the "**Prior Bonds**"), is entered into in accordance with Resolution No. ___ of the Governing Board of the Authority (the "**Board**") adopted on October 21, 2014 (the "**Resolution**"), and the Trust Agreement dated as of November 1, 2014 (the "**Trust Agreement**"), by and among the Authority, the City of Oxnard (the "**City**"), and Wells Fargo Bank, National Association, as trustee (the "**Trustee**").

WITNESSETH:

WHEREAS, pursuant to the Trust Agreement dated as of May 1, 2003 (the "**Prior Trust Agreement**"), by and among the Authority, the City, and Wells Fargo Bank, National Association, as trustee (the "**Prior Trustee**"), the Authority issued the Prior Bonds; and

WHEREAS, pursuant to Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (Sections 53580 and following of said Government Code) (the "**Refunding Law**") and the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the California Government Code) (the "**Act**"), the Authority is authorized to issue refunding bonds to refund the Prior Bonds; and

WHEREAS, pursuant to the Refunding Law and the Act, the proceeds of said refunding bonds, pending their application to the retirement at maturity or prior redemption of the Prior Bonds, may be placed in escrow and invested or reinvested in any obligations or securities, and any interest or other increment earned or realized on any such investment may be applied to the payment of the Prior Bonds; and

Pursuant to Section 15 of the Master Lease and Option to Purchase, dated as of May 1, 2003 (the "**Prior Lease**"), by and between the City, as lessee, and the Authority, as lessor, the City has given notice to the Prior Trustee and Ambac Assurance Corporation (the "**Prior Bond Insurer**") that the City intends to exercise its right and option to purchase all of the Authority's right, title, and interest in the Property (as defined in the Prior Lease), by paying the Redemption Price (as defined below) to the Trustee on or before November 24, 2014 (the "**Redemption Date**") and that the City intends to exercise its option to purchase the Property on the Redemption Date; and

WHEREAS, the Authority has previously given the Prior Trustee irrevocable instructions to mail to the owners of the Prior Bonds, the Prior Bond Insurer, the Securities Depositories (as hereinafter defined), and the Information Services (as hereinafter defined) not less than thirty (30) nor more than sixty (60) days prior to the Redemption Date in accordance with Section 4.03 of the Prior Trust Agreement, a conditional notice of the of redemption of the Prior Bonds,

ATTACHMENT NO. 4
PAGE 1 OF 11

which conditional notice was in substantially the form set forth in Exhibit A attached hereto; and

WHEREAS, the Authority has determined it is beneficial to itself and the City to refund, on a current refunding basis, all of the Prior Bonds currently outstanding in the principal amount of \$3,500,000; and

WHEREAS, the Authority has determined that \$ _____ in aggregate principal amount of the City of Oxnard Financing Authority Lease Revenue Project and Refunding Bonds, Series 2014 (the "**Bonds**"), shall be issued pursuant to the Resolution and the Trust Agreement, for, among other purposes, the purpose of providing all or a portion of the funds to pay, on the Redemption Date, the accrued interest on the Prior Bonds maturing on and after June 1, 2015, and the redemption price of 100% of the principal amount payable with respect to the Prior Bonds maturing on and after June 1, 2015; and

WHEREAS, the Trust Agreement provides that a portion of the proceeds from the sale of the Bonds, excluding accrued interest, if any, received by the Authority, shall be placed in an escrow hereunder, in part for the purpose of providing funds necessary to refund and redeem the Prior Bonds, all as provided herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Authority and the Escrow Agent agree as follows:

Receipt of Documents. The Escrow Agent hereby acknowledges the receipt of copies of the Resolution, the Prior Trust Agreement, and the Trust Agreement. Any reference herein to, or citation herein of, any provision of said documents shall be deemed an incorporation of such provision as a part hereof in the same manner and with the same effect as if it were fully set forth herein.

Deposit of Moneys. The Authority hereby directs that the Trustee deposit with the Escrow Agent \$ _____.00 by federal funds wire (which deposit may also be made via federal funds wire of said amount directly from J.P. Morgan Securities LLC, as the underwriter of the Bonds), representing a portion of the net proceeds of the sale of the Bonds, to be held in an irrevocable escrow by the Escrow Agent separate and apart from other funds of the Authority, the Trustee, and the Escrow Agent, in a fund hereby created and established to be known as the "**Escrow Fund**" to be applied solely as provided in this Escrow Agreement. The Escrow Agent, in its capacity as Prior Trustee under the Prior Trust Agreement, shall transfer or caused to be transferred to the Escrow Agent for deposit into the Escrow Fund the following amounts: \$68,285.00 from the Debt Service Fund established with respect to the Prior Bonds under the Prior Trust Agreement. All moneys in the Escrow Fund will be held uninvested as cash. The moneys set forth above shall be at least an amount sufficient (i) to refund and redeem the Prior Bonds and discharge the Prior Bonds and the Prior Trust Agreement in accordance with its terms and (ii) to pay on the Redemption Date the accrued interest on the Prior Bonds maturing on and after June 1, 2015, and the redemption price of 100% of the principal amount payable with respect to the Prior Bonds maturing on and after June 1, 2015.

No Investment of Moneys. The Escrow Agent acknowledges receipt of the

ATTACHMENT NO. 4
PAGE 2 OF 11

moneys described in Section 2 hereof and agrees that all amounts held in the Escrow Fund shall be held as cash.

[RESERVED]

[RESERVED]

Irrevocable Deposit; Express Trust. The escrow created hereby shall upon the issuance of the Bonds be irrevocable, and all moneys held in the Escrow Fund shall be subject to the express trust created by this Escrow Agreement until paid out, used, and applied in accordance with this Escrow Agreement.

The deposits made pursuant to Section 2 hereof shall, upon the issuance of the Bonds, constitute an irrevocable deposit for the benefit of the Prior Bonds, and the moneys shall be held in trust, and shall be applied solely by the Escrow Agent in accordance with the provisions of this Escrow Agreement. None of the moneys deposited with the Escrow Agent under this Escrow Agreement shall, except as provided in Sections 7 and 8 hereof, be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and premium, if any, and interest on the Prior Bonds.

Payment of Prior Bonds.

(a) Payment. From the moneys on deposit in the Escrow Fund, the Escrow Agent shall apply the amounts on deposit in the Escrow Fund to pay on the Redemption Date the accrued interest on the Prior Bonds maturing on and after June 1, 2015, and the redemption price of 100% of the principal amount payable with respect to the Prior Bonds maturing on and after June 1, 2015. THE AUTHORITY IRREVOCABLY WAIVES ITS RIGHTS TO REDEEM THE PRIOR BONDS ON ANY OTHER DATE. Any moneys remaining in the Escrow Fund after payment in full of the principal of, unpaid interest on, and premium, if any, on the Prior Bonds shall be repaid by the Escrow Agent to the Authority.

(b) Notice. The Authority has previously instructed the Escrow Agent to mail to the owners of the Prior Bonds, the Prior Bond Insurer, the Securities Depositories, and the Information Services in accordance with Section 4.03 of the Prior Trust Agreement, a conditional notice that the Prior Bonds will be redeemed in full on the Redemption Date. The form of the conditional notice mailed is attached hereto as Exhibit A.

"Securities Depositories" means The Depository Trust Company, 55 Water Street, 22nd Floor, New York, New York 10041-0099, Attn. Call Notification Department, Facsimile transmission: (212) 855-7232, or, in accordance with the then current guidelines of the Securities and Exchange Commission, such other securities depositories, or no such depositories, as the Authority may indicate in a certificate of the Authority delivered to the Escrow Agent.

"Information Services" means Financial Information, Inc.'s "Financial Daily Called Bond Service," 30 Montgomery Street, 10th Floor, Jersey City, New Jersey 07302, Attention: Editor; Kenny Information Services' "Called Bond Service," 55 Broad Street, 28th Floor, New York, New York 10004; Moody's Investors Service "Municipal and Government," 77 Center Drive, Suite 150, Charlotte, North Carolina 28217, Attention: Called Bonds Department; and

Standard & Poor's "Called Bond Record," 25 Broadway, 3rd Floor, New York, New York 10004; or, in accordance with then current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds, or no such services, as the Authority may indicate in a certificate of the Authority delivered to the Escrow Agent.

(c) Unclaimed Moneys. To the extent permitted by law, any moneys which remain unclaimed for (i) two years after the principal of all of the Prior Bonds has become due and payable, if such moneys were so held at such date, or (ii) two years after the date of deposit of such moneys if such moneys were deposited after said date when all of the Prior Bonds become due and payable, shall be repaid by the Escrow Agent to the Authority; provided, however, that before being required to make any such payment to the Authority, the Escrow Agent shall at the expense of the Authority cause to be mailed to the owners of such Prior Bonds a notice that said money remains unclaimed and that, after a date named in such notice, the balance of such money then unclaimed will be returned to the Authority.

(d) Priority of Payments. The owners of the Prior Bonds shall have a first and exclusive lien on all moneys in the Escrow Fund until such moneys are used and applied as provided in this Escrow Agreement.

(e) Termination of Obligation. As provided in the Prior Trust Agreement, upon deposit with the Escrow Agent in the Escrow Fund of moneys in the amounts set forth in Section 2 hereof, all liability of the Authority with respect to such Prior Bonds shall cease, terminate, and be completely discharged, and the owners thereof shall thereafter be entitled only to payment out of such money or securities deposited with the Escrow Agent as aforesaid for their payment, subject however, to Section 7(c) hereof.

Application of Certain Terms of the Prior Trust Agreement. All of the terms of the Prior Trust Agreement relating to the transfer and exchange and the making of payments of principal and interest on the Prior Bonds are incorporated in this Escrow Agreement as if set forth in full herein.

Performance of Duties. The Escrow Agent agrees to perform only the duties set forth herein and shall have no responsibility to take any action or omit to take any action not set forth herein.

Escrow Agent's Authority to Make Investments. Except as provided in Sections 2 and 3 hereof, the Escrow Agent shall have no power or duty to invest any funds held under this Escrow Agreement or to sell, transfer, or otherwise dispose of the moneys held hereunder.

Indemnity. To the extent permitted by law, the Authority hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save, and keep harmless the Escrow Agent and its respective successors, assigns, agents, and employees, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses, and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Agent at any time (whether or not also

indemnified against the same by the Authority or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery, and performance of this Escrow Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds deposited therein, and any payment, transfer, or other application of moneys by the Escrow Agent in accordance with the provisions of this Escrow Agreement; provided, however, that the Authority shall not be required to indemnify the Escrow Agent against the Escrow Agent's own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Agent's respective successors, assigns, agents, or employees. In no event shall the Authority or the Escrow Agent be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Escrow Agreement.

Responsibility of Escrow Agent. The Escrow Agent shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the acceptance of the moneys deposited therein, the sufficiency of such moneys to pay the Prior Bonds, or any payment, transfer, or other application of moneys by the Escrow Agent in accordance with the provisions of this Escrow Agreement or by reason of any non-negligent omission or non-negligent error of the Escrow Agent made in good faith in the conduct of its duties. The recitals of fact contained in the "Whereas" clauses herein shall be taken as the statements of the Authority and the Escrow Agent assumes no responsibility for the correctness thereof. The Escrow Agent makes no representation as to the sufficiency of amounts deposited in the Escrow Fund to accomplish the refunding of the Prior Bonds or to the validity of this Escrow Agreement as to the Authority and, except as otherwise provided herein, the Escrow Agent shall incur no liability in respect thereof. The Escrow Agent shall not be liable in connection with the performance of its duties under this Escrow Agreement except for its own negligence or misconduct, and the duties and obligations of the Escrow Agent shall be determined by the express provisions of this Escrow Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the Authority, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered, or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Escrow Agreement, such matter may be deemed to be conclusively established by a certificate signed by an officer of the Authority.

Amendments. This Escrow Agreement is made for the benefit of the Authority and the owners from time to time of the Prior Bonds, and it shall not be repealed, revoked, altered, or amended without the written consent of all such owners, the Escrow Agent, and the Authority; provided, however, that the Authority and the Escrow Agent may, without the consent of, or notice to, such owners, amend this Escrow Agreement or enter into such agreements supplemental to this Escrow Agreement as shall not adversely affect the rights of such owners or the exclusion from gross income of interest payable on the Prior Bonds for purposes of federal income taxation, and as shall not be inconsistent with the terms and provisions of this Escrow Agreement or the Prior Trust Agreement, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Escrow Agreement; (ii) to grant to, or confer upon, the Escrow Agent for the benefit of the owners of the Prior Bonds, any additional rights, remedies, powers, or authority that may lawfully be granted to, or conferred upon, such

owners or the Escrow Agent; and (iii) to include under this Escrow Agreement additional funds, securities, or properties. The Escrow Agent shall be entitled to rely conclusively upon an unqualified opinion of nationally recognized bond counsel, with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition, or elimination affects the rights of the owners of the Prior Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Insufficient Funds. If at any time the moneys in the Escrow Fund will not be sufficient to make all payments required by this Escrow Agreement, the Escrow Agent shall notify the Authority in writing, immediately upon its actual knowledge of such deficiency, of the amount thereof and if actually known to it the reason therefor. The Escrow Agent shall have no further responsibility regarding any such deficiency.

Notices. In the event that this agreement or any provision thereof is severed, amended, or revoked, the Authority shall provide written notice of such severance, amendment, or revocation to Standard & Poor's Ratings Service, 55 Water Street, 38th Floor, New York, NY 10041 Attention: Public Finance Surveillance Group. Any notice to or demand upon the Escrow Agent may be served or presented, and such demand may be made to Wells Fargo Bank, National Association, 707 Wilshire Boulevard, 17th Floor, Los Angeles, California 90017, Attention: Corporate Trust Department. Any notice to the Prior Bond Insurer shall be sent to Ambac Assurance Corporation, One State Street Plaza, New York, New York 10004, Attention: Surveillance Department. Any notice to or demand upon the Authority shall be deemed to have been sufficiently given or served for all purposes by being mailed by registered or certified mail, and deposited, postage prepaid, in a post office letter box, addressed to the Authority at City of Oxnard Financing Authority, 300 West Third Street, Oxnard, California 93030, Attention: Authority Controller.

Term. This Escrow Agreement shall commence upon its execution and delivery and shall terminate on the later to occur of either (i) the date upon which the Prior Bonds have been paid in accordance with this Escrow Agreement or (ii) the date upon which no unclaimed moneys remain on deposit with the Escrow Agent pursuant to Section 7(c) hereof.

Compensation. The Escrow Agent shall receive its reasonable fees and expenses as previously agreed to by the Escrow Agent and the Authority and any other reasonable fees and expenses approved by the Authority; provided, however, that under no circumstances shall the Escrow Agent be entitled to any lien whatsoever on any moneys or obligations in the Escrow Fund for the payment of fees and expenses for services rendered or expenses incurred by the Escrow Agent under this Escrow Agreement.

Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement to be performed on the part of the Authority or the Escrow Agent should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Counterparts. This Escrow Agreement may be executed in several counterparts,

ATTACHMENT NO. 4
PAGE 6 OF 11

all or any of which shall be regarded for all purposes as an original but all of which shall constitute and be but one and the same instrument.

Governing Law. This Escrow Agreement shall be construed under the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF OXNARD FINANCING
AUTHORITY

By: James Cameron
James Cameron
Authority Controller

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Escrow Agent

By: _____
Authorized Officer

SCHEDULE A

On the date of issuance of the Bonds, Wells Fargo Bank, National Association, as Escrow Agent, shall receive and deposit the moneys referred to in Section 2 of the Escrow Agreement as follows:

SOURCES OF FUNDS TO BE RECEIVED
FOR DEPOSIT IN THE ESCROW FUND

Bond proceeds.....\$_____ .00

Debt Service Fund of Prior Trust Agreement.....\$ 68,285.00

TOTAL SOURCES\$_____

USES OF FUNDS DEPOSITED IN ESCROW FUND

Cash to be held in Escrow Fund.....\$_____

TOTAL USES.....\$_____

Exhibit A

CONDITIONAL NOTICE OF FULL REDEMPTION

**TO THE HOLDERS OF
CITY OF OXNARD FINANCING AUTHORITY
LEASE REVENUE REFUNDING BONDS, 2003 SERIES A**

**CONDITIONAL NOTICE OF FULL REDEMPTION
TO THE HOLDERS OF
CITY OF OXNARD FINANCING AUTHORITY
LEASE REVENUE REFUNDING BONDS, 2003 SERIES A**

CONDITIONAL NOTICE is hereby given on behalf of the City of Oxnard Financing Authority (the "**Authority**") that, pursuant to Section 4.01(a) of the Trust Agreement dated as of May 1, 2003 (the "**Trust Agreement**"), by and among the Authority, the City of Oxnard, and Wells Fargo Bank, National Association, as trustee (the "**Trustee**"), the above-referenced bonds (the "**Bonds**") in the aggregate principal amount of \$3,500,000 as listed below are being called for redemption on November 24, 2014 (the "**Redemption Date**"), at the redemption price of 100% (expressed as a percentage of the principal amount of Bonds called for redemption) (the "**Redemption Price**") plus accrued interest to the Redemption Date. On and after the Redemption Date, interest shall cease to accrue on the Bonds.

Maturity Date (June 1)	Interest Rate	Redemption Price	Principal Amount Called	CUSIP No.
2015	3.800%	100%	\$1,715,000	691875 AM0
2016	4.000%	100%	\$1,785,000	691875 AN8

This Conditional Notice will be withdrawn if the Authority fails to issue its City of Oxnard Financing Authority Lease Revenue Project and Refunding Bonds, Series 2014, on or before the Redemption Date. If this Conditional Notice is withdrawn by the Authority, this Conditional Notice shall be of no force or effect, and none of the Bonds shall be redeemed on the Redemption Date.

Payment of the Redemption Price on the Bonds called for redemption will become due and payable on the Redemption Date upon presentation and surrender thereof in the following manner.

<u>By Registered or Certified Mail:</u>	<u>If in person, by hand:</u>	<u>By Air Courier:</u>
Wells Fargo Bank Minnesota, N.A.	Wells Fargo Bank Minnesota, N.A.	Wells Fargo Bank Minnesota, N.A.
Attn: Corporate Trust Operations	Northstar East Building	Attn: Investor & Payment Services
P.O. Box 1517	608 Second Avenue South	MAC Code: N9303-121
Minneapolis, MN 55480-1517	12th Floor-Corporate Trust Services	Sixth and Marquette
	Minneapolis, MN	Minneapolis, MN 55479

Our customer service number is 1-800-344-5128.

Registered or certified mail is suggested when submitting Bonds for payment.

When inquiring about this redemption, please have the Bond number available. Please inform the customer service representative of the CUSIP number(s) of the affected Bonds.

Withholding of 30% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2001, unless the Trustee has the correct taxpayer identification number (social

security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your securities.

The CUSIP numbers have been assigned by Standard & Poor's Corporation and are included solely for the convenience of the Bondholders. Neither the Authority nor the Trustee shall be responsible for the selection or use of the CUSIP numbers nor is any representation made as to their correctness on the Bonds or as indicated in any redemption notice.

Dated: October __, 2014

Wells Fargo Bank, National Association
as Trustee

NEW ISSUE – BOOK-ENTRY ONLY

RATING: S&P: “__”

(See “RATING.”)

In the opinion of Goodwin Procter LLP, Los Angeles, California, Bond Counsel to the Authority, based upon an analysis of existing laws, regulations, rulings, and judicial decisions and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants and requirements, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended, and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Bonds is not a specific preference item for purposes of federal individual or corporate alternative minimum taxes, although Bond Counsel expresses no opinion regarding whether such interest is included in adjusted current earnings in calculating federal corporate alternative minimum taxable income. Bond Counsel expresses no opinion regarding other tax consequences relating to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See “TAX MATTERS.”

\$ _____
CITY OF OXNARD FINANCING AUTHORITY
LEASE REVENUE PROJECT AND REFUNDING BONDS
SERIES 2014

Dated: Date of Delivery

Due: June 1, as shown on the inside cover

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The City of Oxnard Financing Authority Lease Revenue Project and Refunding Bonds, Series 2014 (the “Bonds”), are being issued in the aggregate principal amount of \$_____ by the City of Oxnard Financing Authority (the “Authority”) pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code), Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and the provisions of a Trust Agreement, dated as of November 1, 2014 (the “Trust Agreement”), by and among the Authority, the City of Oxnard, California (the “City”), and Wells Fargo Bank, National Association, as trustee (the “Trustee”).

Proceeds from the sale of the Bonds will be used to (i) refund the 2003 Bonds (as defined herein), (ii) finance the acquisition, construction, and improvement of certain public facilities constituting the Project (as defined herein), and (iii) pay the costs incurred in connection with the issuance, sale, and delivery of the Bonds. See “THE FINANCING PLAN,” “THE PROJECT” and “APPENDIX A —Summary of Certain Provisions of the Principal Legal Documents.”

The Bonds will be delivered in fully registered form without coupons and, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Bonds. Individual purchases may be made in book-entry form only, in the principal amount of \$5,000 or integral multiples thereof for each maturity. Purchasers will not receive certificates representing their interest in the Bonds purchased. See “APPENDIX F – Book-Entry Only System.”

Payments of interest on the Bonds will be made by the Trustee to DTC, which will in turn remit such interest to its participants for subsequent disbursement to beneficial owners of the Bonds as described herein. Interest on the Bonds is payable semiannually on each June 1 and December 1, commencing June 1, 2015, until the maturity or the earlier redemption thereof. Principal and any redemption premiums with respect to each Bond will be paid upon surrender of such Bond at the principal corporate office of the Trustee upon maturity or the earlier redemption thereof.

The Bonds are subject to optional redemption, extraordinary redemption from insurance or condemnation proceeds, mandatory redemption from excess moneys in the Project Fund, and mandatory sinking account redemption, as described herein. See “THE BONDS – Redemption of Bonds.”

The Bonds are payable from Base Rental payments to be made by the City to the Authority pursuant to a Master Lease and Option to Purchase, dated as of November 1, 2014 (the “Lease”), by and between the Authority, as lessor, and the City, as lessee, and from amounts held in certain funds and accounts established under the Trust Agreement. Pursuant to the Trust Agreement, the Authority’s right to receive Base Rental payments will be assigned to the Trustee for the benefit of the registered owners of the Bonds. Pursuant to the Lease, the City will lease from the Authority the Components of the Property, as such terms are defined in the Lease and described herein under the heading “THE PROPERTY.” The City will covenant in the Lease that, as long as the Property is available for the City’s use, it will make all Base Rental payments and other payments provided for in the Lease, it will include all such payments in its annual budget, and it will make the necessary annual appropriations for such payments. The City’s obligation to make Base Rental payments is subject to abatement in the event of damage to, destruction or condemnation of, or a title defect with respect to, any Component of the Property.

THE BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM AND SECURED SOLELY BY THE BASE RENTAL PAYMENTS AND AMOUNTS HELD IN CERTAIN FUNDS AND ACCOUNTS ESTABLISHED UNDER THE TRUST AGREEMENT. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF VENTURA (THE “COUNTY”), THE STATE OF CALIFORNIA (THE “STATE”), OR ANY POLITICAL SUBDIVISION OF THE STATE IS PLEDGED TO THE PAYMENT OF THE BONDS. THE AUTHORITY HAS NO TAXING POWER. THE OBLIGATION OF THE CITY TO MAKE BASE RENTAL PAYMENTS UNDER THE LEASE DOES NOT CONSTITUTE AN OBLIGATION OF THE CITY FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. NEITHER THE BONDS NOR THE OBLIGATION OF THE CITY TO MAKE BASE RENTAL PAYMENTS CONSTITUTES AN INDEBTEDNESS OF THE AUTHORITY, THE CITY, THE COUNTY, THE STATE, OR ANY POLITICAL SUBDIVISION OF THE STATE, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

[Maturity Schedule set forth on inside cover]

The Bonds are offered when, as, and if delivered to and received by the Underwriter, subject to the approval of legality by Goodwin Procter LLP, Los Angeles, California, Bond Counsel. Certain legal matters will be passed upon for the Authority and the City by the Interim City Attorney and by Disclosure Counsel, Goodwin Procter LLP, Los Angeles, California, and for the Underwriter by Polsinelli LLP, Los Angeles, California. It is anticipated that the Bonds in book-entry form will be available for delivery to DTC in New York, New York on or about November 20, 2014.

J. P. Morgan

Dated: _____, 2014.

* Preliminary; subject to change.

MATURITY SCHEDULE

Maturity Date (June 1)	Principal Amount	Interest Rate	Price/Yield	CUSIP ⁽¹⁾ No.	Maturity Date (June 1)	Principal Amount	Interest Rate	Price/Yield	CUSIP ⁽¹⁾ No.
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\$ _____ % Term Bond due June 1, 20__ Price: _____ CUSIP⁽¹⁾ No. _____

\$ _____ % Term Bond due June 1, 2029 Price: _____ CUSIP⁽¹⁾ No. _____

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CITY OF OXNARD, CALIFORNIA

MAYOR AND CITY COUNCIL

Tim Flynn, *Mayor*
Carmen Ramirez, *Mayor Pro Tem*
Bryan A. MacDonald, *Councilman*
Dorina Padilla, *Councilmember*
Bert E. Perello, *Councilmember*

GOVERNING BOARD OF THE AUTHORITY

Tim Flynn, *Chairman*
Carmen Ramirez, *Vice Chair*
Bryan A. MacDonald, *Board Member*
Dorina Padilla, *Board Member*
Bert E. Perello, *Board Member*

CITY OFFICIALS

Greg Nyhoff, *City Manager*
Daniel Martinez, *City Clerk*
Danielle Navas, *City Treasurer*
James Cameron, *Chief Financial Officer*
Michael J. More, *Financial Services Manager*
Stephen Fischer, *Interim City Attorney*

PROFESSIONAL SERVICES

Bond Counsel and Disclosure Counsel

Goodwin Procter LLP
Los Angeles, California

Trustee

Wells Fargo Bank, National Association
Los Angeles, California

Financial Advisor

First Southwest Company
Santa Monica, California

No dealer, broker, salesperson, or other person has been authorized by the City, the Authority, or J.P. Morgan Securities LLC (the "Underwriter") to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor will there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation, or sale.

This Official Statement is not to be construed to be a contract with the purchasers of the Bonds. Statements contained in this Official Statement that involve estimates, forecasts, or matters of opinion, whether or not expressly described as such herein, are intended solely as such and are not to be construed as representations of fact.

The information set forth in this Official Statement (which includes the cover page, inside cover page, and the appendices) has been obtained from the Authority, the City, and other sources that are believed to be reliable, but it is not guaranteed as to accuracy or completeness, and it is not to be construed as a representation by the Authority or the City. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder will, under any circumstances, create any implication that there has been no change in the affairs of the Authority or the City since the date hereof.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS, DEALER BANKS, AND BANKS ACTING AS AGENTS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

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OFFICIAL STATEMENT
\$ _____*
CITY OF OXNARD FINANCING AUTHORITY
LEASE REVENUE PROJECT AND REFUNDING BONDS
SERIES 2014

INTRODUCTION

General

This Official Statement, which includes the cover page, inside cover page, Table of Contents, and Appendices (the "Official Statement"), provides certain information concerning the issuance of the City of Oxnard Financing Authority Lease Revenue Project and Refunding Bonds, Series 2014, in the aggregate principal amount of \$ _____* (the "Bonds"). Descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive and reference is made to each such document for complete details of all terms and conditions therein. All statements in this Official Statement are qualified in their entirety by reference to the applicable documents.

This Introduction is subject in all respects to the more complete information contained elsewhere in this Official Statement, and the offering of the Bonds to potential investors is made only by means of the entire Official Statement. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in "APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents – Selected Definitions."

Authorization

The Bonds are being issued by the City of Oxnard Financing Authority (the "Authority"), a joint exercise of powers entity duly organized and existing under and by virtue of the laws of the State of California, pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code) (the "Act"), Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Law"), and the provisions of a Trust Agreement, dated as of November 1, 2014 (the "Trust Agreement"), by and among the Authority, the City of Oxnard (the "City"), and Wells Fargo Bank, National Association, as trustee (the "Trustee").

Purpose of Issuance

Proceeds from the sale of the Bonds will be used to (i) refund the 2003 Bonds (as defined herein), (ii) finance the acquisition, construction, and improvement of certain public facilities constituting the Project (as defined herein), and (iii) pay the costs incurred in connection with the issuance, sale, and delivery of the Bonds. See "THE FINANCING PLAN," "SECURITY FOR THE BONDS," "THE PROJECT," and "APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents."

Registration, Date, and Maturity of Bonds

The Bonds will be initially registered in the name of Cede & Co., as nominee for The Depository Trust Company, which will act as securities depository for the Bonds. The Bonds will be dated the date of

* Preliminary; subject to change.

their initial delivery and will mature on the dates and in the principal amounts set forth on the inside cover page hereof.

Payment of the Bonds

Interest on the Bonds is payable semiannually on June 1 and December 1, commencing June 1, 2015, and will be paid by check, mailed by first class mail to the registered owners thereof (each, an "Owner") as of the applicable Record Date; provided, however, that any Owner of \$1,000,000 or more aggregate principal amount of Bonds may request in writing payment of such interest by wire transfer in immediately available funds to a designated account. Principal and any redemption premium with respect to each Bond will be paid upon surrender of such Bond at the principal corporate trust office of the Trustee in Los Angeles, California, upon the maturity or earlier redemption thereof. See "THE BONDS – Authorization and Payment of Bonds."

Redemption of Bonds

The Bonds are subject to optional redemption, extraordinary redemption from insurance or condemnation proceeds, mandatory redemption from excess moneys in the Project Fund, and mandatory sinking account redemption, as described herein. See "THE BONDS – Redemption of Bonds."

Security and Source of Payment for the Bonds

The Bonds are payable from base rental ("Base Rental") payments to be made by the City pursuant to a Master Lease and Option to Purchase, dated as of November 1, 2014 (the "Lease"), by and between the Authority, as lessor, and the City, as lessee, and from amounts held in certain funds and accounts established under the Trust Agreement.

Pursuant to the Lease, the City will lease from the Authority the Components of the Property, as such terms are defined in the Lease and described herein under "THE PROPERTY." Pursuant to the Trust Agreement, the Authority will assign to the Trustee, for the benefit of the Owners of the Bonds, certain of its rights, title, and interest in and to the Lease and the Property Lease, dated as of November 1, 2014 (the "Property Lease"), by and between the City and the Authority, including, without limitation, the right to receive Base Rental payments and the right to enforce payment of Base Rental payments when due, but excluding certain rights to payment of expenses, to indemnification, and to receive notices under the Lease.

Pursuant to the Lease, the City will be required, subject to its abatement rights, to pay Base Rental and, as Additional Rental, any taxes, assessments, and insurance premiums with respect to the Property and the fees, costs, and expenses incurred by the Authority and the Trustee in connection with the Lease, the Trust Agreement, or the Property. See "SECURITY FOR THE BONDS – Base Rental." Base Rental payments are payable five business days prior to each June 1 and December 1, commencing five business days prior to June 1, 2015. Each Base Rental payment shall apply to the immediately preceding six month period. Upon the issuance of the Bonds, the City will certify as to the fair rental value of the Components of the Project as of the date of such issuance.

Base Rental payments are subject to abatement during any period in which, by reason of a material title defect or material damage, destruction, or condemnation, there is substantial interference with the City's right to use and occupancy of the Property or any portion thereof.

Under the Lease, the City is required to maintain rental interruption insurance covering a period of 24 months, in an amount equal to two times the maximum annual Base Rental payments coming due and payable. In addition, the Property will be insured, through insurers meeting certain requirements set

forth in the Lease, against loss or damage. Any net insurance proceeds and condemnation awards will be applied to repair or replace the Property or to redeem all or a portion of the Bonds. See “THE BONDS – Redemption of Bonds – Extraordinary Redemption From Insurance or Condemnation Proceeds” and “APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents – Lease.”

The City has covenanted in the Lease to take such action as may be necessary to include and maintain all Base Rental payments and Additional Rental payments due under the Lease in its annual budget, and to make the necessary annual appropriations for all such payments, as long as a portion of the Property with fair rental value sufficient to support such Base Rental payments and Additional Rental payments is available for the City’s use. See “SECURITY FOR THE BONDS – Base Rental,” “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS – Article XIII B of the California Constitution,” and “APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents.”

No Debt Service Reserve Fund

The Bonds are not secured by a debt service reserve fund.

Bond Insurance

The Authority has applied for a policy of municipal bond insurance with respect to the Bonds. If bond insurance is purchased, payment of the principal of and interest on any insured Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the issuance of the Bonds.

Continuing Disclosure

In connection with the issuance of the Bonds, the Authority will covenant in the Continuing Disclosure Agreement, dated the date of delivery of the Bonds (the “Continuing Disclosure Agreement”), by and between the Authority and the Trustee, as dissemination agent, to provide certain financial information and operating data relating to the Authority and the City and notices of certain events listed therein. See “CONTINUING DISCLOSURE” and “APPENDIX E – Form of Continuing Disclosure Agreement.”

Limited Obligations

The Bonds are limited obligations of the Authority payable solely from and secured solely by the Base Rental payments and amounts held in certain funds and accounts established under the Trust Agreement. Neither the full faith and credit nor the taxing power of City, the County of Ventura (the “County”), the State of California (the “State”), or any political subdivision of the State is pledged to the payment of the Bonds. The Authority has no taxing power. The obligation of the City to make Base Rental payments under the Lease does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. Neither the Bonds nor the obligation of the City to make Base Rental payments constitutes an indebtedness of the Authority, the City, the County, the State, or any political subdivision of the State, within the meaning of any constitutional or statutory debt limitation or restriction.

Forward-Looking Statements

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and

Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “intend,” “expect,” “propose,” “estimate,” “project,” “budget,” “anticipate,” or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involves known and unknown risks, uncertainties, and other factors that may cause the actual results, performance, or achievements described to be materially different from any future results, performance, or achievements expressed or implied by such forward-looking statements. No updates or revisions to these forward-looking statements are expected to be issued if or when the expectations, events, conditions, or circumstances on which such statements are based change. The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such forward-looking statements. **READERS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON SUCH FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE HEREOF.**

References Qualified

The summaries of and references to all documents, statutes, reports, and other instruments referred to in this Official Statement do not purport to be complete, comprehensive, or definitive, and each such summary and reference is qualified in its entirety by reference to each such document, statute, report, or instrument.

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change. Brief descriptions of the Bonds, the Trust Agreement and the Lease are included in this Official Statement. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to the Bonds, the Trust Agreement, the Lease, the Constitution and laws of the State, or any proceedings of the City or the Authority are qualified in their entirety by references to such documents, laws, and proceedings, and, with respect to the Bonds, by reference to the Trust Agreement and the Lease. Copies of the Trust Agreement, the Lease, and other documents and information are available for inspection and (upon request and payment to the Authority of a charge for copying, mailing, and handling) for delivery from the Authority at City of Oxnard Financing Authority, 300 West Third Street, Oxnard, California 93030, telephone (805) 385-7475.

THE BONDS

Authorization and Payment of Bonds

The Bonds are being issued pursuant to the Act, the Law, and the provisions of the Trust Agreement. The Bonds will be dated the date of their initial delivery and will mature on the dates and in the principal amounts set forth on the cover page hereof. Interest on the Bonds will be paid semiannually on each June 1 and December 1, commencing June 1, 2015 (each, an “Interest Payment Date”), to Owners recorded in the registration books kept by the Trustee as of the fifteenth day of the month preceding the applicable Interest Payment Date (the “Record Date”). Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

The Bonds will be issued as fully registered bonds in the denomination of \$5,000 each or any integral multiple thereof. Principal of and redemption premium, if any, on each Bond will be payable upon surrender of such Bond at the principal corporate trust office of the Trustee in Los Angeles, California, upon the maturity or earlier redemption thereof. Interest will be payable by check, mailed to the Owners of the Bonds as of the applicable Record Date at their addresses as they appear on the Bond

register maintained by the Trustee; provided, however, that interest payable to an Owner of \$1,000,000 or more aggregate principal amount of Bonds will be paid by wire transfer to such account within the United States as such Owner shall have specified in writing prior to the applicable Record Date to the Trustee for such purpose. Certain of the provisions described above will not apply as long as the Bonds are in a book-entry only system. See "APPENDIX F – Book-Entry Only System."

Redemption of Bonds

Optional Redemption. Bonds maturing on or before June 1, 20__, are not subject to optional redemption prior to their stated maturities. Bonds maturing on or after June 1, 20__, are subject to optional redemption prior to maturity on or after June 1, 20__, at the option of the City, as a whole or in part on any Business Day, at a redemption price equal to the principal amount of the Bonds to be redeemed, without premium, plus accrued but unpaid interest to the redemption date, from amounts deposited with the Trustee by the City in furtherance of the exercise of the City of its option to purchase the Authority's right, title, and interest in the Property or a Component thereof in accordance with the Lease and from any other funds available therefor.

Extraordinary Redemption From Insurance or Condemnation Proceeds. The Bonds are subject to extraordinary redemption prior to maturity in whole or in part on any date, at a redemption price equal to the principal amount thereof plus accrued but unpaid interest to the redemption date, without premium, in an amount equal to the proceeds of insurance or condemnation awards or other amounts deposited in the Debt Service Fund pursuant to the Trust Agreement. See "APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents – Trust Agreement."

Mandatory Redemption From Excess Moneys in Project Fund. The Bonds are subject to mandatory redemption prior to maturity in whole or in part on any date, in integral multiples of \$5,000, at a redemption price equal to the principal amount thereof plus accrued but unpaid interest to the redemption date, without premium, from moneys transferred from the Project Fund to the Debt Service Fund pursuant to the Trust Agreement. See "APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents – Trust Agreement."

Mandatory Sinking Account Redemption. The Bonds maturing on June 1, 20__, are subject to redemption prior to their stated maturity, in part, from mandatory sinking account payments, on the first Business Day of each June, commencing June 1, 20__, at the principal thereof plus accrued interest thereon to the date fixed for redemption, without premium. The principal amount of such Bonds to be so prepaid and the dates therefor shall be as follows:

Mandatory Redemption Date (June 1)	Sinking Account Payment Amount
20__	\$
20__ (maturity)	

The Bonds maturing on June 1, 2029, are subject to redemption prior to their stated maturity, in part, from mandatory sinking account payments, on the first Business Day of each June, commencing June 1, 202_, at the principal thereof plus accrued interest thereon to the date fixed for redemption, without premium. The principal amount of such Bonds to be so prepaid and the dates therefor shall be as follows:

Mandatory Redemption Date (June 1)	Sinking Account Payment Amount
20__	\$
2029 (maturity)	

The amount of each mandatory sinking account redemption required as described above shall be reduced proportionately in the event and to the extent of any and all redemptions of Bonds pursuant to the Trust Agreement other than such mandatory sinking account redemptions.

Selection of Bonds for Redemption

Whenever provision is made in the Trust Agreement for the redemption of Bonds and less than all of the outstanding Bonds are to be called for redemption, the Trustee will select Bonds for redemption *pro rata* among maturities, as specified by the Authority, such that substantially equal debt service results for the remaining years of the term of the Lease and such that Base Rental to become due in each remaining year of the term of the Lease will be as nearly equal as possible to Base Rental to come due in every other such year. As to any Bond, such redemption will be in the amount of \$5,000 or any integral multiple thereof.

Notice of Redemption

When redemption is authorized or required pursuant to the Trust Agreement, the Trustee shall give notice (the "Redemption Notice"), at the expense of the City, of the redemption of the Bonds; provided, however, that neither failure of any Owner to receive a Redemption Notice nor any defect in a Redemption Notice shall affect the sufficiency of the proceedings for the redemption of Bonds. Notice of the optional, extraordinary, or mandatory redemption of Bonds, other than any notice that refers to Bonds that are to be redeemed from proceeds of a refunding bond issue, may be given only if sufficient funds have been deposited with the Trustee to pay the applicable redemption price of the Bonds to be redeemed. The Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) that are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of any paying agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) if less than all Outstanding Bonds are to be redeemed, the numbers of the Bonds of the maturities to be redeemed in whole or in part and, in any case, the principal amount of Bonds of each maturity to be redeemed in whole or in part, and (g) the original issue date, interest rate, and stated maturity date of each Bond to be redeemed in whole or in part. The Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price, together with interest accrued thereon to the redemption date, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

THE FINANCING PLAN

Refunding of the 2003 Bonds

A portion of the proceeds from the sale of the Bonds will be used to refund the outstanding City of Oxnard Financing Authority Lease Revenue Refunding Bonds, 2003 Series A, which were issued by the Authority on May 22, 2003, in the aggregate principal amount of \$18,640,000 (the "2003 Bonds"), of which \$3,500,000 in principal amount is currently outstanding. The 2003 Bonds were issued by the Authority to refund the outstanding City of Oxnard Financing Authority Lease Revenue Refunding Bonds, Series 1993, which were previously issued by the Authority to refinance the acquisition, construction, and/or installation of certain public facilities within the City.

The 2003 Bonds will be refunded and defeased in accordance with the terms of that certain Trust Agreement, dated as of May 1, 2003 (the “2003 Trust Agreement”), by and among the Authority, the City, and the Trustee, as trustee for the 2003 Bonds (the “2003 Trustee”). The 2003 Bonds to be refunded and defeased are listed below:

<u>Maturity Date</u> <u>(June 1)</u>	<u>Interest Rate</u>	<u>Redemption</u> <u>Price</u>	<u>Principal</u> <u>Amount Called</u>	<u>CUSIP No.</u>
2015	3.800%	100%	\$1,715,000	691875 AM0
2016	4.000	100	1,785,000	691875 AN8

On the date of delivery of the Bonds, a portion of the proceeds from the sale of the Bonds (the “2003 Bond Refunding Proceeds”), together with certain moneys currently on deposit in the funds and accounts established under the 2003 Trust Agreement and currently being held by the 2003 Trustee (together with the 2003 Bond Refunding Proceeds, the “Escrow Proceeds”), will be delivered to the Trustee, acting as escrow agent (the “Escrow Agent”) under that certain Escrow Agreement, dated as of November 1, 2014 (the “Escrow Agreement”), by and between the Authority and the Escrow Agent. The Escrow Agent will hold the Escrow Proceeds in an irrevocable escrow fund (the “Escrow Fund”) for the benefit of the owners of the 2003 Bonds, to be applied solely as provided in the Escrow Agreement to redeem all of the outstanding 2003 Bonds on November 24, 2014.

The Project

A portion of the proceeds from the sale of the Bonds will be used to finance the acquisition, construction, and improvement of certain public facilities constituting the Project (as defined herein), as more particularly described in this Official Statement. See “THE PROJECT.”

ESTIMATED SOURCES AND USES OF FUNDS

The following table details the estimated sources and uses of Bond proceeds and available moneys on deposit in the funds and accounts established for the 2003 Bonds.

Table 1
Estimated Sources and Uses of Funds

Estimated Sources:

Principal Amount
Transferred by the 2003 Trustee from the 2003 Debt Service Fund
[Less/Plus]: Net Original Issue [Discount/Premium]
Less: Underwriter’s Discount
Total Sources

Estimated Uses:

Transferred to Escrow Agent for deposit into Escrow Fund ⁽¹⁾
Deposit into Project Fund
Deposit into the Costs of Issuance Fund ⁽²⁾
Total Uses

⁽¹⁾ Comprised of the amounts transferred by the 2003 Trustee from the 2003 Debt Service Fund established under the 2003 Trust Agreement, plus \$ _____ from the proceeds of the Bonds.

⁽²⁾ Such moneys are expected to be used to pay the fees and expenses of Bond Counsel, Disclosure Counsel, the Financial Advisor, and the Trustee, as well as printing costs and other miscellaneous costs related to the Bonds.

DEBT SERVICE SCHEDULE

The table below presents the annual debt service on the Bonds (including sinking account redemptions), assuming that there are no optional, mandatory, or extraordinary redemptions:

Table 2
Debt Service Schedule

Year Ending June 1	Principal of Bonds	Interest on Bonds	Total Debt Service on Bonds
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
Totals			

SECURITY FOR THE BONDS

Base Rental

The Bonds are payable from Base Rental payments to be made by the City to the Authority pursuant to the Lease and from amounts held in certain funds and accounts established under the Trust Agreement. Pursuant to the Trust Agreement, certain of the rights, title, and interest of the Authority under the Lease and under the Property Lease will be assigned to the Trustee for the benefit of the Owners, including, without limitation, the right to receive Base Rental payments under the Lease, but excluding certain rights to payment of the Authority's expenses, its right to indemnification and its right to receive certain notices under the Lease and the Property Lease. Pursuant to the Trust Agreement, the Trustee will receive Base Rental payments for the benefit of the Owners. The City is required under the Lease, subject to its abatement rights discussed below, to make semiannual Base Rental payments from legally available funds, which payments are to be calculated to be sufficient to pay the principal of and interest on the Bonds as and when due.

Additional Rental payments due from the City under the Lease include amounts sufficient to pay certain taxes and assessments charged with respect to the Property, insurance premiums, any rebate amounts required to be paid to the United States Treasury, all fees, costs, and expenses of the Trustee, and certain other administrative expenses due under the Trust Agreement and the Lease. The City is also responsible for the repair and maintenance of the Property required as a result of ordinary wear and tear and want of care on the part of the City during the term of the Lease.

Base Rental payments will be abated in the event of material damage to, material destruction or condemnation of, or a material title defect with respect to, the Property if and to the extent that the fair rental value of the remaining portion of the Property is less than the remaining Base Rental payments.

Upon the issuance of the Bonds, the City will certify as to the fair rental value of each Component of the Property.

The City has covenanted in the Lease to take such action as may be necessary to include and maintain all Base Rental and Additional Rental in its annual budget and to make the necessary annual appropriations therefor, as long as a portion of the Property with a fair rental value sufficient to support rental payments under the Lease is available for the City's use.

Should the City default under the Lease, the Lease and the Trust Agreement provide that the Trustee may, with or without terminating the Lease, re-let the Property for the account of the City. In the event the Trustee re-lets the Property without terminating the Lease, the Trustee may hold the City liable for semiannual payments of any cumulative net deficiency in Base Rental payments or Additional Rental under the Lease. In lieu of the foregoing, so long as the Trustee does not terminate the Lease or the City's right to possession of the Property, the Trustee may sue to recover Base Rental payments as they become due. The Trustee may not accelerate the City's obligation to make Base Rental payments.

For a discussion of the terms of the Base Rental payments and Additional Rental payments, and the risks associated therewith, see "RISK FACTORS," "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS," and "APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents – Lease."

Insurance

Pursuant to the Lease, the City is required to secure and maintain (or cause to be secured and maintained) at all times with insurers of recognized responsibility or through a program of self-insurance (which may include risk sharing pools), insurance coverage on the Property as specified in the Lease, including (1) "all risk" insurance against loss or damage to the Property (excluding damage caused by earthquake and flood), (2) general liability coverage against claims for damages including death, personal injury, bodily injury or property damage arising from operations involving the Property, with a combined single limit of not less than \$2,000,000 per occurrence (or such greater amount as may from time to time be recommended by the City's risk management officer or an independent insurance consultant retained by the City for that purpose); provided, however, that the City's obligations under this clause (2) may be satisfied by self-insurance, (3) workers' compensation insurance to cover all persons employed by the City in connection with the Property and to cover liability for compensation under the California Labor Code or any act supplemental thereto or in lieu thereof; provided, however, that the City's obligations under this clause (3) may be satisfied by self-insurance, (4) rental interruption insurance to cover loss, total or partial, of the use of any Component of the Property as a result of any of the hazards covered by the "all risk" insurance described above, covering a period of 24 months, in an amount equal to two times the maximum annual Base Rental payments coming due and payable, and (5) a CLTA policy or policies of title insurance for the Property in an amount not less than the initial aggregate principal amount of the Bonds. Pursuant to the Lease, all policies or certificates issued by the respective insurers for insurance, with the exception of workers' compensation insurance, are required to provide that such policies or certificates shall not be cancelled or materially changed without at least 30 days prior written notice to the Trustee. See "APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents – Lease – Insurance."

No Debt Service Reserve Fund

The Bonds are not secured by a debt service reserve fund.

Investment of Moneys

Amounts on deposit in any fund or account held pursuant to the Trust Agreement will be invested in Permitted Investments, subject to the conditions provided for in the Trust Agreement. All investment earnings on moneys on deposit in the Rebate Fund shall be retained therein and all investment earnings on moneys on deposit in any fund or account held under the Trust Agreement will be transferred to the Debt Service Fund, subject to the obligation of the City and/or the Authority to rebate certain amounts to the United States government as required under the Internal Revenue Code of 1986, as amended. See “APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents – Trust Agreement.”

CITY FINANCIAL INFORMATION

The following tables provide the City’s balance sheet for its general fund for fiscal years 2008-09 through 2013-14 and a statement of revenues, expenditures, and changes in fund balances for the City’s general fund for fiscal years 2008-09 through 2014-15, including budgetary information. Balance sheet budgetary information for the City’s fiscal year 2014-15 is not available. See also “APPENDIX C – City of Oxnard Comprehensive Annual Financial Report, Fiscal Year Ended June 30, 2013.

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Table 3
City of Oxnard General Fund Balance Sheet
For Fiscal Year 2008-09 through Fiscal Year 2013-14

	<u>FY 2008-09</u>	<u>FY 2009-10</u>	<u>FY 2010-11</u>	<u>FY 2011-12</u>	<u>FY 2012-13</u>	<u>FY 2013-14 ⁽¹⁾</u>
ASSETS						
Cash and cash equivalents	\$18,376,293	\$22,387,807	\$22,005,593	\$13,612,197	\$15,092,682	\$23,402,945
Accounts and other receivables	2,896,463	2,994,596	2,119,208	2,031,640	2,265,165	2,006,459
Due from other funds	6,397,244	7,871,572	10,319,096	12,726,983	10,141,052	15,664,765
Due from Successor Agency	-	-	-	2,572,528	7,624,876	-
Due from other governments	5,467,545	5,343,610	6,958,448	10,346,226	8,332,752	7,958,839
Advances to other funds	-	-	-	-	-	-
Other assets	-	-	10,700	424,642	112,697	-
Total Assets	<u><u>\$33,137,545</u></u>	<u><u>\$38,597,585</u></u>	<u><u>\$41,413,045</u></u>	<u><u>\$41,714,216</u></u>	<u><u>\$43,569,224</u></u>	<u><u>\$49,033,008</u></u>
LIABILITIES AND FUND BALANCE						
Liabilities						
Accounts payable	\$ 1,874,869	\$2,675,563	\$3,051,309	\$2,477,543	\$ 4,152,943	\$3,624,576
Other liabilities	6,765,088	5,593,442	4,558,250	5,186,167	3,813,978	5,358,640
Due to other funds	-	-	-	-	-	-
Deferred/unearned revenues	702,851	601,786	682,651	290,455	3,387,258	3,176,267
Total Liabilities	<u>9,342,808</u>	<u>8,870,791</u>	<u>8,292,210</u>	<u>7,954,165</u>	<u>11,354,179</u>	<u>12,159,483</u>
Fund balances						
Reserved						
Encumbrances	-	-	-	-	-	8,585
Advances	-	-	-	-	-	-
Restricted revenue	-	-	-	-	-	-
Carryover savings	-	-	-	-	-	-
Unreserved						
Undesignated and available for future operations	18,246,066	18,457,607	-	-	-	18,519,188
Designated (Community Development)	5,548,671	11,269,187	-	-	-	254,161
Operating Reserves and economic contingencies	-	-	-	-	-	18,091,591
Nonspendable						
Prepayments	-	-	-	-	112,697	-
Long-term receivable	-	-	-	-	4,601,506	-
Restricted	-	-	-	-	1,482,872	-
Assigned						
Capital projects	-	-	-	-	-	-
Measure "O" service enhancement	-	-	17,472,751	18,093,783	14,658,123	-
Other purposes	-	-	-	-	-	-
Unassigned	-	-	15,648,084	15,666,268	11,359,847	-
Total Fund Balances	<u>23,794,737</u>	<u>29,726,794</u>	<u>33,120,835</u>	<u>33,760,051</u>	<u>32,215,045</u>	<u>36,873,525</u>
Total Liabilities and Fund Balances	<u><u>\$33,137,545</u></u>	<u><u>\$38,597,585</u></u>	<u><u>\$41,413,045</u></u>	<u><u>\$41,714,216</u></u>	<u><u>\$43,569,224</u></u>	<u><u>\$49,033,008</u></u>

Source: City's Comprehensive Annual Financial Report for applicable fiscal years, except as footnoted below.

(1) Source: City's unaudited financial data.

Table 4
City of Oxnard
Statement of Revenues, Expenditures, and Changes
In General Fund Balances
For Fiscal Year 2008-09 through Fiscal Year 2014-15
(Including Budgeted Amounts)

	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14 ⁽¹⁾	FY 2014-15 ⁽²⁾
REVENUES							
Taxes							
Property tax	\$ 42,064,493	\$ 40,345,720	\$39,104,079	\$ 40,027,900	\$ 41,224,088	\$ 42,634,677	\$ 43,891,000
Sales tax	24,043,286	28,103,051	33,396,737	37,453,124	35,156,013	38,287,439	39,619,000
Transient occupancy tax	3,328,803	3,061,163	3,301,864	3,402,793	3,826,954	4,239,110	4,236,000
Business license	5,059,323	4,692,615	4,412,881	6,125,278	4,562,692	5,125,801	5,344,000
Franchise tax	4,635,616	3,439,645	3,495,532	3,435,823	3,842,351	3,507,432	3,203,000
Other taxes	712,975	636,895	631,841	529,451	748,284	157,998	141,000
Licenses and permits	1,726,375	1,523,926	1,298,939	1,802,900	1,862,813	2,428,553	2,439,000
Intergovernmental	10,617,332	11,093,447	12,451,920	11,821,579	13,127,768	13,168,255	13,388,697
Charges for services	10,648,706	10,917,704	10,512,219	9,366,140	8,710,647	8,823,696	9,188,462
Fines and forfeitures	690,029	627,327	657,538	620,374	487,297	443,699	1,878,000
Interest on investments	1,201,095	663,552	501,703	299,473	15,104	411,506	180,000
Investment income	-	-	-	78,344	-	-	-
Miscellaneous	4,241,898	4,159,988	3,289,632	5,136,999	3,408,890	4,417,045	1,687,000
Total Revenues	\$108,969,931	\$109,265,033	\$113,054,885	\$120,100,178	\$116,972,901	\$123,645,211	\$125,195,159
EXPENDITURES							
Current							
General government	\$ 11,353,389	\$10,769,139	\$ 10,561,644	\$ 10,049,461	\$10,114,846	\$ 9,541,347	\$ 9,627,591
Public safety	58,063,732	63,054,917	65,136,544	65,037,151	68,591,284	70,074,689	69,523,115
Transportation	4,402,407	4,539,680	4,577,506	4,411,287	4,032,023	3,464,755	10,178,186
Community development	10,829,145	10,867,404	9,692,678	9,105,238	9,079,931	9,069,503	8,435,885
Culture and leisure	13,427,946	11,954,916	12,250,438	11,551,617	12,371,602	13,288,540	9,296,249
Library services	4,709,777	4,611,497	4,616,656	4,523,541	4,305,466	4,222,264	4,391,651
Capital outlay	795,364	157,863	3,845,114	9,818,142	7,198,960	2,213,224	5,010,077
Total Expenditures	\$103,581,760	\$105,955,416	\$110,680,580	\$114,496,437	\$115,694,112	\$111,874,322	\$116,462,754
Excess (deficiency) of revenues over expenditures	\$5,388,171	\$3,309,617	\$2,374,305	\$ 5,603,741	\$1,278,789	\$11,770,889	\$ 8,732,405
OTHER FINANCING SOURCES (USES)							
Transfers in	\$ 2,836,750	\$5,952,395	\$5,939,476	\$36,750	\$132,580	\$37,000	
Transfers out	(4,883,288)	(3,329,955)	(4,919,740)	(5,001,275)	(5,424,980)	(5,989,482)	(6,995,504)
Total other financing sources (uses)	\$(2,046,538)	\$2,622,440	\$1,019,736	\$(4,964,525)	\$(5,292,400)	\$(5,952,482)	\$(6,995,504)
Net changes in fund balances	\$ 3,341,633	\$ 5,932,057	\$ 3,394,041	\$ 639,216	\$(4,013,611)	\$ (818,407)	\$ 1,736,901
Fund balances, July 1	\$20,453,104	\$23,794,737	\$29,726,794	\$33,120,835	\$33,760,051	\$31,055,118	\$31,964,598
Prior period adjustment	-	-	-	-	\$2,468,605		
Fund balances, June 30	\$23,794,737	\$29,726,794	\$33,120,835	\$33,760,051	\$32,215,045	\$36,873,525	\$33,701,499

Source: City's Comprehensive Annual Financial Report for applicable fiscal years, except as footnoted below.

(1) Source: City's unaudited financial data.

(2) Source: City's adopted budget for fiscal year 2014-15.

RISK FACTORS

Investment in the Bonds involves risks that may not be appropriate for certain investors. The following is a discussion of certain risk factors that should be considered, in addition to other matters set forth herein, in evaluating the Bonds for investment. The information set forth below does not purport to be an exhaustive listing of the risks and other considerations that may be relevant to an investment in the Bonds. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks.

Bonds are Limited Obligations

The Bonds are limited obligations of the Authority payable solely from and secured solely by the Base Rental payments and amounts held in certain funds and accounts established under the Trust Agreement. Neither the full faith and credit nor the taxing power of City, the County, the State, or any political subdivision of the State is pledged to the payment of the Bonds. The Authority has no taxing power. The obligation of the City to make Base Rental payments under the Lease does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. Neither the Bonds nor the obligation of the City to make Base Rental payments constitutes an indebtedness of the Authority, the City, the County, the State, or any political subdivision of the State, within the meaning of any constitutional or statutory debt limitation or restriction.

The obligation of the City to make Base Rental payments is in consideration of the right of the City to continued use and occupancy of the Property. In the event of substantial interference with the City's use and occupancy of the Property, the obligation of the City to make Base Rental payments may be abated in whole or in part as described herein. See "RISK FACTORS – Abatement."

Availability of Moneys for Base Rental Payments

The City's Base Rental payments and other payments due under the Lease (including insurance, payment of costs of improvements, repair, and maintenance of the Property, and taxes and other governmental charges and assessments levied against the Property) are not secured by any pledge of any form of taxation or revenues of the City but are payable from any funds lawfully available to the City. Additionally, the City may pledge such revenues to other obligations or purposes in the future, thus making them unavailable as a source of payment of the Base Rental. In the event the City's revenue sources are less than its total obligations, the City could choose to fund other City services or obligations prior to making Base Rental payments. The same result could occur if, because of California Constitutional limits on expenditures, the City is not permitted to appropriate and spend all of its available revenues. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS – Article XIII B of the California Constitution" and "APPENDIX C – City of Oxnard Comprehensive Annual Financial Report, Fiscal Year Ended June 30, 2013."

No Debt Service Reserve Fund

The Bonds are not secured by a debt service reserve fund.

Limited Recourse on Default

If the City defaults on its obligations to make Base Rental payments with respect to the Property, the Trustee has the right to re-enter and re-let the Property. In the event such re-letting occurs, the City

would be liable for any deficiency in Base Rental payments that results therefrom. See “APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents – Lease.”

No assurance can be given, however, that the Trustee will be able to re-let the Property so as to provide rental income sufficient to pay principal of and interest on the Bonds in a timely manner. The Trustee is not empowered to sell a fee simple interest in the Property for the benefit of the owners of the Bonds. It is not certain whether a court would permit the exercise of the remedies of repossession and re-letting with respect thereto. Any suit for money damages would be subject to limitations on legal remedies against cities in California, including a limitation on enforcement of judgments against funds needed to serve the public welfare and interest.

Abatement

Except to the extent of amounts otherwise available to the Trustee for payments with respect to the Bonds, the obligation of the City to make Base Rental payments will be abated proportionately during any period which by reason of any damage or destruction or taking by eminent domain or by condemnation there is substantial interference with the City’s right to use and occupy the Property, such that the resulting payments of Base Rental represent fair rental value for the right of use and possession of the item or portion of the Property not damaged, destroyed, or taken. Such abatement would continue for the period commencing with such damage, destruction, or taking and ending with the substantial completion of the replacement, repair, or reconstruction permitting use and occupancy by the City. In the event of any such damage, destruction, or taking, the Lease will continue in full force and effect and the City has waived any right to terminate the Lease by virtue of any such damage or destruction or taking. The Trustee cannot terminate the Lease in the event of such damage, destruction, or taking.

In the event the Property is not repaired or replaced during the period that proceeds of the City’s rental interruption insurance are available in lieu of related Base Rental payments (the City has covenanted to maintain rental interruption insurance covering a period of 24 months in an amount equal to two times the maximum annual Base Rental payments coming due and payable, except no such insurance must be maintained for damage or destruction due to or caused by flood or earthquake), or in the event that casualty insurance proceeds or condemnation award proceeds are insufficient to provide for complete repair of the Property, as the case may be, there could be insufficient funds to cover payments to Owners in full. See “APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents – Lease.”

Substitution of Property

The Lease provides that, upon satisfaction of certain conditions, the City may substitute other real property for one or more of the Components. See “APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents – Lease.” Although the Lease requires that the substitute property have an annual fair rental value at least equal to the annual fair rental value of the Component being substituted, the Lease does not require that the substituted property be of any particular type. Consequently, upon the occurrence of an event of default under the Lease, a substituted Component could be more difficult to re-let than the original Component.

No Acceleration Upon Default

In the event of a default in the payment of the Base Rental or the Bonds, there is no available remedy of acceleration of the Bonds or of the total Base Rental payments due over the term of the Lease. The City will only be liable for Base Rental payments on an annual basis and the Trustee would be required to seek a separate judgment in each Fiscal Year for that Fiscal Year’s Base Rental payments.

Seismic Activity; Flood Zone

The Lease does not require the City to maintain earthquake insurance on the Property. The City area, however, along with much of the State, shares a history of seismic activity and is thus listed as a "Zone 4" earthquake area in the Uniform Building Code. A Zone 4 designation has the most restrictive design requirements for new construction.

There are no known major earthquake faults within the boundaries of the City; however, there are several faults, including the San Andreas Fault and the San Gabriel Fault, that are considered active faults and that are located within a radius of approximately 50 miles from the City. Activity along these faults could potentially result in damage to the buildings, roads, bridges, and property within the City, including the Property, in the event of a major earthquake.

If a major earthquake were to occur, it may substantially damage or destroy all or a portion of the Property, which could result in abatement of the Base Rental payments and, in turn, a default in the payment of principal of and interest on the Bonds. The occurrence of severe seismic activity in the area of the Property could result in substantial damage and interference with the City's right to use all or a portion of the Property, and thereby result in an abatement of the Base Rental payments and a default in the payment of principal of and interest on the Bonds.

The Property, which the City is leasing pursuant to the Lease, consists of the following Components, each located in the City: The Oxnard Library and the Administrative Annex. The Oxnard Library was built in 1990 and has not had any seismic retrofits completed. The building has been determined not to exhibit structural irregularities that would warrant an investigation into retrofit. The Administrative Annex, located at 300 W. Third Street, was built in 1964 and has not had any seismic retrofits completed. The building has been determined not to exhibit structural irregularities that would warrant an investigation into retrofit. For a further description of the Components of the Property, see "THE PROPERTY."

The Property is located in a flood insurance rate zone designated by the Federal Emergency Management Agency ("FEMA") as "Zone C." According to FEMA, Zones B, C, and X refer to flood insurance rate zones that are not within the 100-year floodplain and are therefore not considered to pose a flood hazard. Consequently, no flood insurance has been or will be obtained by the City with respect to the Property. The term "100-year flood" refers to the flood elevation that has a 1% chance of being equaled or exceeded in any given year. A base flood may also be referred to as a "100-year storm" and the area inundated during the base flood is sometimes called the "100-year floodplain." The 100-year flood, which is the standard used by most federal and state agencies, is used by the National Flood Insurance Program as the standard for floodplain management and to determine the need for flood insurance.

Bankruptcy

In addition to the limitation on remedies contained in the Trust Agreement, the rights and remedies provided in the Trust Agreement and Lease may be limited by and are subject to the provisions of federal bankruptcy laws, as now or hereafter enacted, and to other laws or equitable principles that may affect the enforcement of creditors' rights.

Under Chapter 9 of the Bankruptcy Code (Title 11, United States Code), which governs the bankruptcy proceedings for public agencies such as the City, there are no involuntary petitions in bankruptcy. If the City were to file a petition under Chapter 9 of the Bankruptcy Code, the Owners, the

Trustee, and the Authority could be prohibited from taking any steps to enforce their rights under the Lease, and from taking any steps to collect amounts due from the City under the Lease.

Loss of Tax Exemption

As discussed under the caption "TAX MATTERS," interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued as a result of acts or omissions of the Authority or the City in violation of the Internal Revenue Code of 1986, as amended. Should such an event of taxability occur, the Bonds are not subject to acceleration or special redemption and will remain outstanding until maturity or until redeemed in accordance with the provisions of the Trust Agreement.

In addition, no assurance can be given that future legislation, including amendments to the Internal Revenue Code of 1986, as amended, or interpretations thereof, if enacted into law, will not contain provisions that could directly or indirectly reduce the benefit of the excludability of the interest on the Bonds from gross income for United States federal income tax purposes. For example, the Fiscal Year 2015 Budget proposed on March 4, 2014, by the Obama Administration recommends a 28% limitation on "all itemized deductions, as well as other tax benefits" including "tax-exempt interest." The net effect of such a proposal, if enacted into law, would be that an owner of a tax-exempt bond with a marginal tax rate in excess of 28% would pay some amount of Federal income tax with respect to the interest on such tax-exempt bond. Similarly, on February 26, 2014, Dave Camp, Chairman of the United States House Ways and Means Committee, released a discussion draft of a proposed bill which would significantly overhaul the Federal Tax Code, including the repeal of many deductions; changes to the marginal tax rates; elimination of tax-exempt treatment of interest for certain bonds issued after 2014; and a provision similar to the 28% limitation on tax-benefit items described above (at 25%) which, as to certain high income taxpayers, effectively would impose a 10% surcharge on their "modified adjusted gross income," defined to include tax-exempt interest received or accrued on all bonds, regardless of issue date.

Economic, Political, Social, and Environmental Conditions

Prospective investors are encouraged to evaluate current and prospective economic, political, social, and environmental conditions as part of an informed investment decision. Changes in economic, political, social, or environmental conditions on a local, state, federal, or international level may adversely affect investment risk generally. Such conditional changes may include (but are not limited to) the reduction or elimination of previously available State or federal revenues, fluctuations in business production, consumer prices, or financial markets, unemployment rates, technological advancements, shortages or surpluses in natural resources or energy supplies, changes in law, social unrest, fluctuations in the crime rate, political conflict, acts of war or terrorism, environmental damage and natural disasters.

CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS

Article XIII A of the California Constitution

Section 1(a) of Article XIII A of the California Constitution ("Article XIII A") limits the maximum *ad valorem* tax on real property to 1% of full cash value (as defined in Section 2 of Article XIII A), to be collected by each county and apportioned among the county and other public agencies and funds according to law. Section 1(b) of Article XIII A provides that the 1% limitation does not apply to *ad valorem* taxes to pay interest or redemption charges on (a) indebtedness approved by the voters prior to July 1, 1978, (b) any bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by the voters voting on the proposition, or (c) bonded indebtedness incurred by a school district or a community college district for the construction,

reconstruction, rehabilitation, or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% of the voters of the district, but only if certain accountability measures are included in the proposition. Section 2 of Article XIII A defines "full cash value" to mean "the County Assessor's valuation of real property as shown on the 1975/76 tax bill under full cash value or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." The full cash value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year or to reflect a reduction in the consumer price index or comparable data for the area under the taxing jurisdiction, or reduced in the event of declining property values caused by substantial damage, destruction, or other factors.

Legislation enacted by the State Legislature to implement Article XIII A provides that notwithstanding any other law, local agencies may not levy any *ad valorem* property tax that exceeds the 1% limitation imposed by Article XIII A except to pay debt service on indebtedness approved by the voters as described above. In addition, legislation enacted by the California Legislature to implement Article XIII A provides that all taxable property is shown at full assessed value as described above. Prior to fiscal year 1981-82, assessed valuations were reported at 25% of the full value of the property. In conformity with this procedure, all taxable property value included in this Official Statement (except as noted) is shown at 100% of assessed value and all general tax rates reflect the \$1 per \$100 of taxable value. Tax rates for voter-approved bonded indebtedness and pension liability are also applied to 100% of assessed value.

In the June 1990 election, the voters of the State approved amendments to Article XIII A permitting the State Legislature to extend the replacement dwelling provisions applicable to persons over 55 to severely disabled homeowners for a replacement dwelling purchased or newly constructed on or after June 5, 1990, and to exclude from the definition of "new construction" triggering reassessment improvements to certain dwellings for the purpose of making the dwelling more accessible to severely disabled persons. In the November 1990 election, the voters of the State approved an amendment of Article XIII A to permit the State Legislature to exclude from the definition of "new construction" seismic retrofitting improvements or improvements utilizing earthquake hazard mitigation technologies constructed or installed in existing buildings after November 6, 1990. Since 1990, the voters have approved several other minor exemptions from the reassessment provisions of Article XIII A.

Future assessed valuation growth allowed under Article XIII A (new construction, change of ownership, 2% annual value growth) will be allocated among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and school districts will share the growth of revenue from the tax rate area. Each year's growth allocation becomes part of each agency's allocation the following year. Article XIII A effectively prohibits the levying of any other *ad valorem* property tax above the 1% limit except for taxes to support indebtedness approved by the voters as described above.

Article XIII B of the California Constitution

On November 6, 1979, California voters approved Proposition 4, the so-called Gann Initiative, which added Article XIII B to the California Constitution ("Article XIII B"). In June 1990, Article XIII B was amended by the voters through their approval of Proposition 111. Article XIII B of the California Constitution limits the annual appropriations of the State and of any city, county, school district, authority, or other political subdivision of the State to the level of appropriations for the prior fiscal year, as adjusted annually for changes in the cost of living, population and cost of services rendered by the governmental entity. The "base year" for establishing such appropriation limit is fiscal year 1978-79. Increases in appropriations by a governmental entity are also permitted (i) if financial responsibility for providing services is transferred to the governmental entity or (ii) for emergencies so long as the appropriations limits for the three years following the emergency are reduced to prevent any aggregate

increase above the Constitutional limit. Decreases are required where responsibility for providing services is transferred from the government entity.

Appropriations of an entity of local government subject to Article XIII B include generally any authorization to expend during the fiscal year the proceeds of taxes levied by the State or other entity of local government, exclusive of certain State subventions, refunds of taxes, benefit payments from retirement, unemployment insurance and disability insurance funds. Appropriations subject to limitation pursuant to Article XIII B do not include debt service on indebtedness existing or legally authorized as of January 1, 1979, on bonded indebtedness thereafter approved according to law by a vote of the electors of the issuing entity voting in an election for such purpose, appropriations required to comply with mandates of courts or the federal government, appropriations for qualified capital outlay projects, and appropriations by the State of revenues derived from any increase in gasoline taxes and motor vehicle weight fees above January 1, 1990 levels. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to any entity of government from (i) regulatory licenses, user charges, and user fees to the extent such proceeds exceed the cost of providing the service or regulation, (ii) the investment of tax revenues, and (iii) certain State subventions received by local governments. Article XIII B includes a requirement that if an entity's revenues in any year exceed the amount permitted to be spent, the excess must be returned by revising tax rates or fee schedules over the subsequent two fiscal years.

Proposition 111

In June 1990, the voters of the State approved Proposition 111, which amended the method of calculating State and local appropriations limits. As amended in June 1990, the appropriations limit for an entity of local government in each year is based on the limit for the prior year, adjusted annually for changes in the costs of living and changes in population, and adjusted, where applicable, for transfer of financial responsibility of providing services to or from another unit of government. The "change in the cost of living," with respect to an entity of local government other than a school district or a community college district is, at such entity of local government's option, either (A) the change in the California per capita personal income ("CPCPI") from the preceding year, or (B) the change in the local assessment roll from the preceding year for the jurisdiction due to the addition of local nonresidential new construction, as selected annually by such entity of local government by a recorded vote of such entity's governing body. Previously, the lower of the CPCPI or the United States Consumer Price Index was used. The "change in population" for a local agency for a calendar year for each city and county, means the change in population between January 1 of the next calendar year and January 1 of the calendar year in question, as estimated by the State Department of Finance pursuant to Section 2227 of the California Revenue and Taxation Code, for either (A) within its own jurisdiction, or (B) for a city only, within the county in which the city is located. Previously, a city only could use the change of population within its own jurisdiction. Each city shall select its change in population annually by a recorded vote of the governing body of the City.

As amended by Proposition 111, the appropriations limit is tested over consecutive two-year periods. Any excess of the aggregate "proceeds of taxes" received by the City over such two-year period above the combined appropriations limits for those two years is to be returned to taxpayers by reductions in tax rates or fee schedules over the subsequent two years.

Proposition 111 also recomputed the appropriations limit for the fiscal year by adjusting the fiscal year 1986-87 limit by the CPCPI for the three subsequent years. Proposition 111 also excluded appropriation for "all qualified capital outlay Expansion Projects, as defined by the Legislature" from the definition of "appropriations subject to limitation."

Article XIII B allows voters to approve a temporary waiver of a government's Article XIII B limit. Such a waiver is often referred to as a "Gann limit waiver." The length of any such waiver is limited to four years. The Gann limit waiver does not provide any additional revenues to the City or allow the City to finance additional services.

Base Rental and Additional Rental payments are subject to the Article XIII B appropriations limitations. According to the City's resolution establishing appropriation limits for Fiscal Year 2013-14, the City calculated its appropriations limit at \$282,388,942. For Fiscal Year 2014-15, the City calculated its appropriations limit at \$285,402,060. The City's appropriations have never exceeded the limitation on appropriations under Article XIII B of the California Constitution. The impact of the appropriations limit on the City's financial needs in the future is unknown.

Articles XIII C and XIII D of the California Constitution

On November 5, 1996, the voters of the State approved Proposition 218, known as the "Right to Vote on Taxes Act." Proposition 218 added Article XIII C ("Article XIII C") and Article XIII D ("Article XIII D") to the California Constitution, which contain a number of provisions affecting the ability of the City to levy and collect both existing and future taxes, assessments, fees and charges. The interpretation and application of certain provisions of Proposition 218 will ultimately be determined by the courts with respect to some of the matters discussed below. It is not possible at this time to predict with certainty the future impact of such interpretations. The provisions of Proposition 218, as so interpreted and applied, may affect the City's ability to meet certain obligations.

Article XIII C requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes, even if deposited in a general fund such as the City's General Fund, require a two-thirds vote. Article XIII C further provides that any general purpose tax imposed, extended, or increased, without voter approval, after December 31, 1994, may continue to be imposed only if approved by a majority vote in an election which must be held within two years of November 5, 1996. The City has not so imposed, extended or increased any such taxes which are currently in effect.

Article XIII C also expressly extends the initiative power to give voters the power to reduce or repeal local taxes, assessments, fees and charges, regardless of the date such taxes, assessments, fees and charges were imposed. Article XIII C expands the initiative power to include reducing or repealing assessments, fees and charges, which had previously been considered administrative rather than legislative matters and therefore beyond the initiative power. This extension of the initiative power is not limited by the terms of Article XIII C to fees imposed after November 6, 1996, and absent other legal authority could result in the retroactive reduction in any existing taxes, assessments, or fees and charges. No assurance can be given that the voters of the City will not, in the future, approve initiatives which reduce or repeal, or prohibit the future imposition or increase of, local taxes, assessments, fees or charges currently comprising a substantial part of the City's General Fund. "Assessments," "fees" and "charges" are not defined in Article XIII C, and it is unclear whether these terms are intended to have the same meanings for purposes of Article XIII C as for Article XIII D described below. If not, the scope of the initiative power under Article XIII C potentially could include any General Fund local tax, assessment, or fee not received from or imposed by the federal or State government or derived from investment income.

The City does not levy any property related "fees" or "charges" that it considers subject to challenge under Article XIII C.

The voter approval requirements of Proposition 218 reduce the flexibility of the City to raise revenues for the General Fund, and no assurance can be given that the City will be able to impose, extend or increase such taxes in the future to meet increased expenditure needs.

Article XIIID also added several new provisions relating to how local agencies may levy and maintain "assessments" for municipal services and programs. These provisions include, among other things, (i) a prohibition against assessments which exceed the reasonable cost of the proportional special benefit conferred on a parcel, (ii) a requirement that the assessment must confer a "special benefit," as defined in Article XIIID, over and above any general benefits conferred, and (iii) a majority protest procedure which involves the mailing of a notice and a ballot to the record owner of each affected parcel, a public hearing and the tabulation of ballots weighted according to the proportional financial obligation of the affected party. "Assessment" in Article XIIID is defined to mean any levy or charge upon real property for a special benefit conferred upon the real property and applies to landscape and maintenance assessments for open space areas, street medians, street lights and parks. The City has followed all of the requirements of Article XIIID in connection with the formation of all of its existing landscape and lighting districts through which it has financed open space areas, street medians, street lights and parks, and intends to continue such compliance.

In addition, Article XIIID added several provisions affecting "fees" and "charges," defined for purposes of Article XIIID to mean "any levy other than an *ad valorem* tax, a special tax, or an assessment, imposed by a [local government] upon a parcel or upon a person as an incident of property ownership, including a user fee or charge for a property related service." All new and existing property related fees and charges must conform to requirements prohibiting, among other things, fees and charges which (i) generate revenues exceeding the funds required to provide the property related service, (ii) are used for any purpose other than those for which the fees and charges are imposed, (iii) are for a service not actually used by, or immediately available to, the owner of the property in question, or (iv) are used for general governmental services, including police, fire, ambulance, or library services, where the service is available to the public at large in substantially the same manner as it is to property owners. Depending on the interpretation of what constitutes a "property related fee" under Article XIIID, there could be future restrictions on the ability of the City's General Fund to charge its enterprise funds for various services provided. Further, before any property related fee or charge may be imposed or increased, written notice must be given to the record owner of each parcel of land affected by such fee or charge. The City must then hold a hearing upon the proposed imposition or increase, and if written protests against the proposal are presented by a majority of the owners of the identified parcels, the City may not impose or increase the fee or charge. Moreover, except for fees or charges for wastewater, water and refuse collection services, or fees for electrical and gas service, which are not treated as "property related" for purposes of Article XIIID, no property related fee or charge may be imposed or increased without majority approval by the property owners subject to the fee or charge or, at the option of the local agency, two-thirds voter approval by the electorate residing in the affected area.

Proposition 62

A statutory initiative ("Proposition 62") was adopted by the voters of the State at the November 4, 1986 general election which (a) requires that any tax for general governmental purposes imposed by local governmental entities be approved by resolution or ordinance adopted by two-thirds vote of the governmental agency's legislative body and by a majority of the electorate of the governmental entity, (b) requires that any special tax (defined as taxes levied for other than general governmental purposes) imposed by a local governmental entity be approved by a two-thirds vote of the voters within the jurisdiction, (c) restricts the use of revenues from a special tax to the purposes or for the service for which the special tax is imposed, (d) prohibits the imposition of *ad valorem* taxes on real property by local governmental entities except as permitted by Article XIII A, (e) prohibits the imposition of transaction

taxes and sales taxes on the sale of real property by local governmental entities, and (f) requires that any tax imposed by a local governmental entity on or after August 1, 1985 be ratified by a majority vote of the electorate within two years of the adoption of the initiative or be terminated by November 15, 1988. The requirements imposed by Proposition 62 were generally upheld by the California Supreme Court in Santa Clara County Local Transportation Authority v. Guardino, 11 Cal.4th 220; 45 Cal .Rptr.2d 207 (1995).

Proposition 62 applies to the imposition of any taxes or the effecting of any tax increases after its enactment in 1986, but the requirements of Proposition 62 are subsumed by the requirements of Proposition 218 for the imposition of any taxes or the effecting of any tax increases after November 5, 1996. See “ – Articles XIII C and XIII D of the California Constitution” above.

The City has not imposed any taxes or effected any tax increases after the enactment of Proposition 62 in 1986 and prior to the effective date of Proposition 218 on November 5, 1996, other than special taxes that were approved by a vote of two-thirds of the applicable electorate.

Future Initiatives

Article XIII A, Article XIII B, Article XIII C, and Article XIII D, and Propositions 62, 111, and 218, were each adopted as measures that qualified for the ballot pursuant to California’s constitutional initiative process. From time to time other initiative measures could be adopted, affecting the ability of the City to increase revenues and to increase appropriations.

THE AUTHORITY

The Authority is a joint exercise of powers entity duly organized and existing under and by virtue of the laws of the State of California pursuant to a Joint Exercise of Powers Agreement, dated as of October 8, 1991, as amended on April 21, 1992, by and among the City, the Oxnard Community Development Commission (as successor to the former Redevelopment Agency of the City of Oxnard), and the Housing Authority of the City of Oxnard. The Authority was created to finance the cost of any capital improvement, working capital, or liability and other insurance needs, or projects wherever there are significant public benefits, as determined by the City.

The Authority is governed by a five-member Governing Board. The current members of the Board, who are the members of the City Council, are listed below:

<u>Name</u>	<u>Office</u>
Tim Flynn	Chairman
Carmen Ramirez	Vice Chair
Bryan A. MacDonald	Board Member
Dorina Padilla	Board Member
Bert E. Perello	Board Member

The Authority is also served by the officers listed below who, in the case of the Authority Controller and General Counsel, serve in these capacities by virtue of their duties as Chief Financial Officer and Interim City Attorney, respectively, of the City, or, in the case of the Authority Secretary, is appointed by the Board and serves at the pleasure of the Board. The officers of the Authority are listed below:

<u>Name</u>	<u>Position</u>
James Cameron	Controller
Michael J. More	Assistant Controller
Stephen Fischer	Interim General Counsel
Daniel Martinez	Secretary

Neither the Authority nor its Board members have any obligations or liability to the Owners of the Bonds with respect to the payment of Base Rental by the City under the Lease, or with respect to the performance of the City of other covenants made by it in the Lease.

THE PROPERTY

The Property, which the City is leasing pursuant to the Lease, consists of the following Components, each located in the City:

Oxnard Library. The City's main library facility is a modern steel and brick building located at 251 South A Street, adjacent to the Civic Center. Completed in 1990 as part of a new Civic Center, the Library is an established meeting place and focal point for the community, serving a population of approximately 200,000. In addition to the usual collection of books, the Library also contains meeting rooms used by City staff and others. The Library occupies approximately 72,000 square feet of space. The City has insured the Library structure for \$20,386,947.

Administration Annex. The Administration Annex, located at 300 West Third Street, is a four-story, 37,596-square foot structure used as the City's administration building. The annex was built in 1967 and provides offices for the City Council, the City Manager's Department, the Finance Department, the City's Information Systems Division, and the Human Resources Department. The Administration Annex underwent significant exterior and interior renovation between 2001 and 2003, including a remodel of the first floor to accommodate the Human Resource Department and upgrades to the HVAC and elevator systems. The City has insured the Administrative Annex for \$10,709,156.

Pursuant to the Lease, if no default or event of default has occurred and is continuing under the Lease, the City may acquire from the Authority, free and clear of the Authority's rights under the Lease, any Component upon substituting therefor, and subjecting to the terms of the Lease, another component that has an annual fair rental value at least equal to 100% of the maximum amount of Base Rental payments with respect to the Component being replaced becoming due in the then current Lease Year or in any subsequent Lease Year and a remaining useful life that is at least equal to the remaining term of the Lease.

In addition, pursuant to the Lease, after the payment of all Base Rental due with respect any Component that is being leased under the Lease for a period that is shorter than the Lease Term, and upon payment of the allocable portion of the Bonds related to such Component, title to such Component, and any improvements thereon or additions thereto, shall be transferred directly to the City or, at the option of the City, to any assignee or nominee of the City, free and clear of any interest of the Authority. The Authority shall execute and deliver to the City a quitclaim deed conveying to the City or its nominee the Authority's right, title, and interest in such Component. The Authority presently anticipates that the Component described as the Administrative Annex will be transferred to the City or its assignee as described in the preceding sentence after the June 1, 2016, principal payment on the Bonds has been made.

THE PROJECT

Proceeds from the sale of the Bonds will be used to finance some or all of the Project, which is expected to cost approximately \$30,700,000, and which is comprised of the construction, improvement, and resurfacing of certain streets and roadways within certain residential neighborhoods within the City, including (but not limited to) the following:

- Hobson Park West Neighborhood Resurfacing
- La Colonia Neighborhood Resurfacing Phase 2
- Redwood Neighborhood Resurfacing
- Pleasant Valley Estates Neighborhood Resurfacing
- La Colonia Neighborhood Resurfacing Phase 3
- Fremont North Neighborhood Resurfacing
- College Estates Neighborhood Resurfacing
- Sierra Linda Neighborhood Resurfacing
- Orchard Park Neighborhood Resurfacing
- South Bank Neighborhood Resurfacing
- Rio Lindo Neighborhood Resurfacing
- Windsor North River Ridge Neighborhood Resurfacing
- Bryce Canyon South Neighborhood Resurfacing
- Channel Islands Neighborhood Resurfacing
- Miscellaneous Street Improvements

The City expects to finance approximately \$_____ of the costs of the Project from the proceeds from the sale of the Bonds and to complete the remainder of the Project using available City moneys on a pay-as-you-go basis.

TAX MATTERS

Bond Counsel Opinion

In the opinion of Goodwin Procter LLP, Los Angeles, California, Bond Counsel to the Authority, based upon an analysis of existing laws, regulations, rulings, and judicial decisions and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants and requirements, interest on the Bonds is excluded from gross income for United States federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and is exempt from State of California personal income taxes. Bond Counsel is further of the opinion that interest on the Bonds is not a specific preference item for purposes of the United States federal individual or corporate alternative minimum taxes, although Bond Counsel expresses no opinion regarding whether such interest is included in adjusted current earnings in calculating corporate alternative minimum taxable income. A copy of the proposed form of opinion of Bond Counsel with respect to the Bonds is set forth in Appendix D attached hereto and will accompany the Bonds.

The Code imposes various restrictions, conditions, and requirements relating to the exclusion from gross income for United States federal income tax purposes of interest received by persons such as

the Owners of the Bonds. The Authority has made certain representations and has covenanted to comply with certain restrictions, conditions, and requirements designed to ensure that interest on the Bonds will not be included in gross income for United States federal income tax purposes. Inaccuracy of these representations or failure to comply with those covenants may result in interest on the Bonds being included in gross income for United States federal income tax purposes, possibly from the date of issuance of the Bonds. The opinion of Bond Counsel assumes the accuracy of those representations and compliance with those covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds may adversely affect the tax status of interest on the Bonds.

Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance of the Bonds may affect the United States federal or State tax status of interest on the Bonds or the tax consequences of ownership of the Bonds. No assurance can be given that future legislation, including amendments to the Code or interpretations thereof, if enacted into law, will not contain provisions that could directly or indirectly reduce the benefit of the excludability of the interest on the Bonds from gross income for United States federal income tax purposes.

Although Bond Counsel has rendered an opinion that interest on the Bonds is excluded from gross income for United States federal and State personal income tax purposes, a United States ("U.S.") holder's United States federal and State tax liability may otherwise be affected by the ownership or disposition of the Bonds. The nature and extent of such other tax consequences will depend upon the U.S. holder's particular circumstances, including other items of income or deduction. Bond Counsel has expressed no opinion regarding any such other tax consequences. Accordingly, before purchasing any of the Bonds, all potential purchasers should consult their tax advisors concerning collateral tax consequences with respect to the Bonds.

Subsequent to the issuance of the Bonds, there might be federal, state, or local statutory changes (or judicial or regulatory interpretations of federal, state, or local law) that affect the federal, state, or local tax treatment of the Bonds or the market value of the Bonds. Legislative changes have been proposed in Congress, which changes, if enacted, would result in additional federal income tax being imposed on certain owners of tax-exempt state or local obligations, such as the Bonds. The introduction or enactment of any of such changes could adversely affect the market value or liquidity of the Bonds. No assurance can be given that, subsequent to the issuance of the Bonds, such changes (or other changes) will not be introduced or enacted or interpretations will not occur. Before purchasing any of the Bonds, potential purchasers should consult their tax advisors regarding possible statutory changes or judicial or regulatory changes or interpretations, and their collateral tax consequences relating to the Bonds, as to all of which Bond Counsel expresses no opinion.

Risk of Audit by Internal Revenue Service

The Internal Revenue Service (the "IRS") has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the IRS, interest on such tax-exempt obligations is includable in the gross income of the Owners thereof for United States federal income tax purposes. No assurances can be given as to whether or not the IRS will commence an audit of the Bonds. If an audit is commenced, under current procedures the IRS is likely to treat the Authority as the taxpayer and the Owners of the Bonds may have no right to participate in such procedure.

Bond Counsel's opinion represents its legal judgment based upon its review of existing law, regulations, rulings, judicial decisions, and other authorities, and upon the covenants and representations of the parties and such other facts as it has deemed relevant to render such opinion, and is not a guarantee of a result. Bond Counsel is not obligated to defend the tax-exempt status of the Bonds. Neither the

Authority nor Bond Counsel is responsible to pay or reimburse the costs of any Owner with respect to any audit or litigation relating to the Bonds.

Original Issue Discount and Premium

If the Bonds' "stated redemption price at maturity" (generally the sum of all payments required under the Bonds other than payments of stated interest payable at least annually over the term of such Bonds) exceeds their issue price by more than a de minimis amount, the difference constitutes "original issue discount" or "OID" the accrual of which, to the extent properly allocable to each Owner thereof, is treated as interest on the Bonds that is excluded from gross income for United States federal income tax purposes. OID with respect to any maturity of the Bonds accrues daily over the term to maturity of such Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). Any accruing OID is added to the adjusted basis of such Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Bonds. U.S. holders of the Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount.

In general, if the Bonds are issued for an amount greater than the stated principal amount of the Bonds, the Bonds will be considered to have "amortizable bond premium." No deduction is allowable for the amortizable bond premium in the case of bonds, like the Bonds, the interest on which is excluded from gross income for United States federal income tax purposes. However, the amount of tax-exempt interest received, and a U.S. holder's basis in a Bond issued with acquisition premium, would be reduced by the amount of amortizable bond premium properly allocable to such U.S. holder. U.S. holders of Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

Information Reporting and Backup Withholding

Information reporting requirements apply to interest on tax-exempt obligations, including the Bonds. In general, such requirements are satisfied if the interest recipient completes, and provides the payor, with a Form W-9 "Request for Taxpayer Identification Number and Certification," unless the recipient is one of a limited class of exempt recipients, including corporations. A recipient not otherwise exempt from information reporting who fails to satisfy the information reporting requirements will be subject to "backup withholding," which means that the payor is required to deduct and withhold a tax from the interest payment, calculated in the manner set forth in the Code. For the foregoing purpose, a "payor" generally refers to the person or entity from whom a recipient receives its payments of interest or who collects such payments on behalf of the recipient.

If an Owner purchasing a Bond through a brokerage account has executed a Form W-9 in connection with the establishment of such account, as generally can be expected, no backup withholding should occur. In any event, backup withholding does not affect excludability of the interest on the Bonds from gross income for federal income tax purposes. Any amounts withheld pursuant to backup withholding would be allowed as a refund or a credit against the Owner's federal income tax once the required information is furnished to the IRS.

RATING

S&P has assigned its municipal bond rating of "___" to the Bonds. Such rating reflects only the views of the rating agency furnishing the same and any desired explanation of the significance of such rating should be obtained from the rating agency at the following address: Standard & Poor's Ratings Services, 55 Water Street, New York, New York 10041. Generally, a rating agency bases its rating on the

information and materials furnished to it and on investigations, studies, and assumptions of its own. There is no assurance such rating will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by the rating agency, if in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of the foregoing rating may have an adverse effect on the market price of the Bonds.

CONTINUING DISCLOSURE

The Authority will covenant in the Continuing Disclosure Agreement to provide certain financial information and operating data relating to the City and the Authority and notices of certain events listed therein. Such information and notices will be filed by the Authority with the Municipal Securities Rulemaking Board. The specific nature of the information to be provided is set forth in the Continuing Disclosure Agreement, a form of which is attached hereto as Appendix E. This covenant has been made in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5), as amended. During the last five years, neither the Authority nor the City has failed to comply with any previous undertaking to provide annual continuing disclosure reports and notices of material events. See "APPENDIX E – Form of Continuing Disclosure Agreement."

UNDERWRITING

The Bonds are being purchased by J.P. Morgan Securities LLC (the "Underwriter"). The Underwriter has agreed to purchase the Bonds at a price of \$ _____ (which represents the aggregate principal amount of the Bonds, less an Underwriter's discount of \$ _____, [less/plus] a net original issue [discount/premium] of \$ _____).

The Underwriter has entered into a negotiated dealer agreement (the "Dealer Agreement") with Charles Schwab & Co., Inc. ("CS&Co.") for the retail distribution of certain securities offerings at the original issue prices. Pursuant to the Dealer Agreement (if applicable to this transaction), CS&Co. will purchase Bonds from the Underwriter at the original issue price less a negotiated portion of the selling concession applicable to any Bonds that CS&Co. sells.

The contract of purchase pursuant to which the Bonds are being purchased by the Underwriter provides that the Underwriter will purchase all of the Bonds if any are purchased. The obligation of the Underwriter to make such purchase is subject to certain terms and conditions set forth in the contract of purchase.

The Underwriter may offer and sell the Bonds to certain dealers and others at prices or yields different from the prices or yields stated on the cover page of this Official Statement. In addition, the offering prices or yields may be changed from time to time by the Underwriters.

Although the Underwriter expects to maintain a secondary market in the Bonds after the initial offering, no guarantee can be made that such a market will develop or be maintained by the Underwriter or others.

FINANCIAL ADVISOR

First Southwest Company is employed as Financial Advisor to the Authority and the City in connection with the issuance of the Bonds. The Financial Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. First Southwest Company, in its capacity as Financial Advisor, does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income

tax status of the Bonds, or the possible impact of any present, pending, or future actions taken by any legislative or judicial bodies.

The Financial Advisor to the Authority and the City has provided the following sentence for inclusion in this Official Statement. The Financial Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the Authority and the City and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information.

LITIGATION

The City and the Authority will certify, and the Interim City Attorney will render opinions on behalf of the City and the Authority upon the issuance of the Bonds to the effect that, there is no action, suit or proceeding known to the City or the Authority to be pending or threatened, restraining, or enjoining the execution or delivery of the Bonds, the Trust Agreement, the Lease, or the Property Lease, or in any way contesting or affecting the validity of the foregoing or any proceeding of the City or the Authority taken with respect to any of the foregoing or that will materially adversely affect the City's ability to pay Base Rental payments when due.

CERTAIN LEGAL MATTERS

Goodwin Procter LLP, Los Angeles, California, Bond Counsel, will render an opinion with respect to the Bonds in substantially the form set forth in Appendix D hereto. Copies of such opinion will be furnished to the Underwriter at the time of delivery of the Bonds. Certain legal matters will be passed upon for the City and the Authority by the Interim City Attorney and by Disclosure Counsel, Goodwin Procter LLP, Los Angeles, California, and for the Underwriter by Polsinelli LLP, Los Angeles, California.

MISCELLANEOUS

The purpose of this Official Statement is to supply information to prospective buyers of the Bonds. Quotations from and summaries and explanations of the Bonds and of statutes and documents contained in this Official Statement do not purport to be complete, and reference is made to such statutes and documents for full and complete statements of their provisions.

The preparation and distribution of this Official Statement have been authorized by the Authority and the City.

CITY OF OXNARD FINANCING AUTHORITY

By: _____
Controller

APPENDIX A

SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS

The following is a brief summary of certain provisions of the Trust Agreement, the Lease, and the Property Lease. This summary does not purport to be complete and is qualified in its entirety by reference to said documents.

[TO FOLLOW]

APPENDIX B

GENERAL INFORMATION CONCERNING THE CITY OF OXNARD

The Bonds do not constitute a general obligation debt of the City of Oxnard (the "City"), and the City has not pledged its full faith and credit or its taxing power to the repayment of the Bonds. The following information is presented for informational purposes only.

General

The City is located in western Ventura County (the "County") on the shore of the Pacific Ocean. The City is approximately 65 miles northwest of the City of Los Angeles, 35 miles south of the City of Santa Barbara, and 6 miles south of the county seat of the County. The City is the largest city in the County, with a population estimated at 200,855 in 2013, accounting for approximately 24% of the County's population. The City has a diversified economic base composed of agriculture and related business, retail, various services, and governmental agencies.

The City was incorporated as a general law city on June 30, 1903, and operates under a council-manager form of government. The City is governed by a five-member City Council elected at large for four-year alternating terms, with the exception of the Mayor, who is directly elected for a two-year term.

Population

The City's population has grown from approximately 186,122 people in 2004 to approximately 200,855 in 2013. The following table shows the approximate changes in population in the City, the County, the State, and the United States for the years 2004 through 2013.

**Population of
City, County, State, and United States
2004 through 2013 ⁽¹⁾**

<u>Year</u>	<u>City</u>	<u>County</u>	<u>State</u>	<u>United States</u>
2004	186,122	730,875	36,199,342	293,045,739
2005	188,941	753,863	36,676,931	295,753,151
2006	189,990	777,664	37,087,005	298,593,212
2007	192,997	798,784	37,463,609	301,579,895
2008	194,905	815,023	37,871,509	304,374,846
2009	197,067	827,475	38,255,508	307,006,550
2010	200,004	823,318	37,253,956	308,745,538
2011	199,722	827,874	37,427,946	311,582,564
2012	200,390	829,075	37,668,804	313,873,685
2013	200,855	836,153	37,984,138	316,128,839

⁽¹⁾ Unless otherwise noted, estimates for City, County, and State are as of January 1, and for the United States are as of July 1.

Sources: For City: City's Comprehensive Annual Financial Report, Fiscal Year Ended June 30, 2013; for State and County: California Department of Finance (Report E-4 Population Estimates for Cities, Counties and the State); for United States: United States Bureau of the Census.

Property Tax Rates

In June of 1978, California voters approved Proposition 13 (the Jarvis-Gann Initiative), which added Article XIII A to the California Constitution. Article XIII A limits ad valorem taxes on real property to 1% of the full cash value, plus taxes necessary to repay indebtedness approved by the voters prior to July 1, 1978. Voter-approved obligations of the City are comprised of an obligation of the City referred to as the "Public Safety Retirement Debt." The following table details the City's property tax rates since fiscal year 2003-04.

City of Oxnard Property Tax Rates Fiscal Years 2003-04 through 2012-13

<u>Year Ended June 30</u>	<u>Article XIII A Basic Tax Rate</u>	<u>City District (Public Safety Retirement Debt)</u>	<u>School Districts</u>	<u>Water Districts</u>	<u>Total Tax Rates</u>
2004	1.00%	0.20384%	0.09770%	0.04476%	1.34630%
2005	1.00	0.19624	0.08410	0.04224	1.32258
2006	1.00	0.17614	0.09850	0.03691	1.31155
2007	1.00	0.16564	0.08220	0.03272	1.28056
2008	1.00	0.17864	0.10500	0.02922	1.31286
2009	1.00	0.19334	0.11160	0.01290	1.31784
2010	1.00	0.20384	0.11470	0.01290	1.33144
2011	1.00	0.22054	0.11990	0.01110	1.35154
2012	1.00	0.20544	0.12200	0.01110	1.33854
2013	1.00	0.20424	0.11980	0.00000	1.32404

Source: City's Comprehensive Annual Financial Report, Fiscal Year Ended June 30, 2013.

Property Tax Levies, Collections, and Delinquencies

The Ventura County Tax Collector collects ad valorem property tax levies representing taxes levied for each fiscal year on taxable real and personal property that is situated in the County as of the preceding March 1. Unsecured taxes are assessed and payable on March 1 and become delinquent August 31 in the next fiscal year. Accordingly, unsecured taxes are levied at the rate applicable to the fiscal year preceding the one in which they are paid.

One half of the secured tax levy is due November 1 and becomes delinquent December 10; the second installment is due February 1 and becomes delinquent April 10. A 10% penalty is added to any late installment.

Property owners may redeem property upon payment of delinquent taxes and penalties. Tax-delinquent properties are subject to a redemption penalty of 1½% of the delinquent amount every month commencing on July 1 following the date on which the property became tax-delinquent. Properties may be redeemed under an installment plan by paying current taxes, plus 20% of delinquent taxes each year for five years, with interest accruing at 1½% per month on the unpaid balance.

The following table details the City's property tax levies, collections, and delinquencies since fiscal year 2003-04.

City of Oxnard
Property Tax Levies, Collections and Delinquencies
Fiscal Years 2003-04 through 2012-13

Year Ended June 30	Total Tax Levy	Current Tax Collections	Percent of Levy Collected	Delinquent Tax Collections	Total Tax Collections	Total Collections as a Percentage of Tax Levy
2004	\$35,432,169	\$35,281,916	99.58%	\$344,390	\$35,626,306	99.99%
2005	44,743,658	49,223,170	110.01	126,250	49,349,420	110.29
2006	54,511,910	58,537,770	107.39	132,403	58,670,173	107.63
2007	59,401,879	68,429,117	115.20	129,679	68,558,796	115.42
2008	69,931,705	75,726,668	108.29	121,075	75,847,743	108.46
2009	69,147,624	76,681,392	110.90	145,945	76,827,337	111.11
2010	75,929,128	71,755,189	94.50	136,565	71,891,754	94.68
2011	72,434,536	71,118,203	98.18	105,158	71,223,361	98.33
2012	70,330,220	63,176,888	89.83	126,609	63,303,497	90.01
2013 ⁽¹⁾	53,833,600	52,537,321	97.59	121,064	52,658,385	97.82

(1) The significant decrease in tax collections in fiscal year 2011-12 and the significant decrease in the tax levy in fiscal year 2012-13 were primarily due to the dissolution of the Oxnard Community Development Commission as a result of the adoption by the California Legislature of AB X1 26, which eliminated redevelopment agencies State-wide.

Source: City's Comprehensive Annual Financial Report, Fiscal Year Ended June 30, 2013.

Assessed Property Values

The following table details the unequalized assessed value of the property within the City for since fiscal year 2003-04.

City of Oxnard
Assessed Property Values
Fiscal Years 2003-04 through 2013-14

Fiscal Year June 30	Assessed Value
2004	\$ 9,787,326,328
2005	11,058,336,869
2006	12,726,781,676
2007	14,562,928,520
2008	15,918,112,344
2009	16,158,716,867
2010	15,176,505,240
2011	15,058,226,607
2012	14,971,225,595
2013	15,198,347,582
2014	15,607,919,376

Source: County Assessor's Office.

Principal Taxpayers

The following table lists the principal taxpayers in the City as of June 30, 2013.

City of Oxnard Principal Taxpayers

<u>Taxpayer</u>	<u>Assessed Valuation</u>	<u>Percentage of Total Assessed Valuation</u>
Procter & Gamble Paper Products	\$ 268,098,003	1.75%
St. John Regional Medical Center	230,115,059	1.50
Essex Arbors LP	197,972,713	1.29
SOCMI LLC	91,198,200	0.60
Sunbelt Enterprises LLC	86,539,573	0.59
Capri of KW Serenade LLC	83,068,300	0.54
Haas Automation Inc.	82,295,400	0.54
GS Paz Mar LP	70,530,594	0.46
Duesenberg Investment Company	67,133,520	0.44
Genon Energy West LP-Mandalay	66,700,000	0.44
Other Taxpayers	<u>14,074,261,994</u>	<u>91.88</u>
Totals	\$15,317,913,356	100.00%

Source: County of Ventura.

Outstanding Debt

The City uses a variety of tax increment, revenue, and lease indebtedness to finance various capital acquisitions. The outstanding balances for indebtedness since fiscal year 2003-04 are set forth in the following table. See also the notes to the City's Comprehensive Annual Financial Report for fiscal year 2012-13, a copy of which is attached as Appendix C, for a description of the City's long-term liabilities.

City of Oxnard Outstanding Debt (Fiscal Years 2003-04 through 2012-13)

<u>Year Ended June 30</u>	<u>Governmental Activities</u>				<u>Business-Type Activities</u>		<u>Total Outstanding Debt</u>
	<u>Revenue Bonds</u>	<u>Certificates of Participation</u>	<u>Tax Allocation Bonds</u>	<u>Capital Leases</u>	<u>Revenue Bonds</u>	<u>Capital Leases</u>	
2004	\$22,874,301	\$ 8,045,000	\$19,185,000	\$1,729,354	\$214,035,699	\$2,916,139	\$268,785,493
2005	21,607,009	7,835,000	18,635,000	1,412,398	236,943,314	2,469,070	288,901,791
2006	19,975,756	7,620,000	18,030,000	1,086,013	298,559,567	2,010,676	347,282,012
2007	43,109,750	7,395,000	37,940,000	749,911	292,625,260	1,536,788	383,356,709
2008	41,746,367	34,835,000	37,040,000	493,471	286,428,643	4,603,874	405,147,355
2009	40,337,356	34,350,000	47,755,000	293,886	278,427,654	4,053,370	405,217,266
2010	38,877,717	33,600,000	46,475,000	1,436,151	370,257,293	3,632,411	494,278,572
2011	37,359,198	32,820,000	45,155,000	2,552,594	383,230,810	3,623,438	504,741,270
2012	35,781,802	32,010,000	--	5,665,006	372,713,206	2,963,438	449,133,452
2013	34,146,715	25,335,000	--	11,101,548	361,808,291	2,620,593	435,012,147

Source: City's Comprehensive Annual Financial Report, Fiscal Year Ended June 30, 2013.

Direct and Overlapping Debt

The following table describes the City's direct and overlapping debt as of October 6, 2014:

City of Oxnard Direct and Overlapping Debt (As of October 6, 2014)

2013-14 Assessed Valuation: \$15,754,311,306

	Total Debt 6/30/14	% Applicable (1)	City's Share of Debt 6/30/14
OVERLAPPING TAX AND ASSESSMENT DEBT:			
Metropolitan Water District	\$132,275,000	0.714%	\$ 944,444
Ventura County Community College District	300,628,714	14.595	43,876,761
Oxnard Union High School District	138,907,016	45.917	63,781,935
Oxnard School District	159,868,139	91.914	146,941,201
Rio School District	14,040,000	85.740	12,037,896
Rio School District Community Facilities District No. 1	57,260,000	100.	57,260,000
Hueneme School District	25,464,135	44.017	11,208,548
Ocean View School District	15,280,247	42.460	6,487,993
City of Oxnard Rose Avenue/Highway 101 Assessment District No. 96-1	1,920,000	100.	1,920,000
City of Oxnard Rice Avenue/Highway 101 Assessment District No. 2001-1	11,420,000	100.	11,420,000
City of Oxnard Oxnard Boulevard/Highway 101 Assessment District No. 2000-1	1,915,000	100.	1,915,000
City of Oxnard Community Facilities District No. 1	8,575,000	100.	8,575,000
City of Oxnard Community Facilities District No. 3	27,870,000	100.	27,870,000
City of Oxnard Oxnard Boulevard Highway Interchange Community Facilities District	7,695,000	100.	7,695,000
TOTAL OVERLAPPING TAX AND ASSESSMENT DEBT			\$401,933,778
DIRECT AND OVERLAPPING GENERAL FUND DEBT:			
Ventura County General Fund Obligations	\$398,360,000	14.590%	\$ 58,120,724
Ventura County Superintendent of Schools Certificates of Participation	11,160,000	14.590	1,628,244
Oxnard Union High School District Certificates of Participation	6,820,000	45.917	3,131,539
Ocean View School District Certificates of Participation	1,426,700	42.460	605,777
Oxnard School District Certificates of Participation	4,600,800	91.914	4,228,779
Rio School District Certificates of Participation	7,145,000	85.740	6,126,123
City of Oxnard General Fund Obligations	60,278,807	100.	60,278,807
TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT			\$134,119,993
OVERLAPPING TAX INCREMENT DEBT (Successor Agency):	\$40,920,000	100. %	\$40,920,000
TOTAL DIRECT DEBT			\$60,278,807
TOTAL OVERLAPPING DEBT			\$516,694,964
TOTAL DIRECT AND OVERLAPPING DEBT			\$576,973,771 (2)

- (1) The percentage of overlapping debt applicable to the city is estimated using taxable assessed property value. Applicable percentages were estimated by determining the portion of the overlapping district's assessed value that is within the boundaries of the city divided by the district's total taxable assessed value.
- (2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue bonds and non-bonded capital lease obligations.

Ratios to 2013-14 Assessed Valuation:

Total Overlapping Tax and Assessment Debt	2.55%
Total Direct Debt (\$60,278,807)	0.38%
Total Direct and Overlapping Debt	3.66%

Ratios to Redevelopment Successor Agency Incremental Valuation (\$2,170,008,739):

Total Overlapping Tax Increment Debt	1.89%
--	-------

Source: California Municipal Statistics, Inc.

Employment and Personal Income

The following table sets forth the unemployment rate, total personal income, and per capita income in the City since fiscal year 2003-04.

City of Oxnard Employment and Personal Income (Fiscal Years 2003-04 through 2012-13)

<u>Year</u>	<u>Unemployment Rate</u>	<u>Personal Income (in thousands)</u>	<u>Per Capita Income</u>
2004	7.8%	\$2,886,966	\$15,886
2005	7.0	3,093,466	16,645
2006	6.2	3,261,107	17,376
2007	6.1	3,494,586	18,463
2008	7.4	3,680,019	19,185
2009	11.0	3,751,908	19,352
2010	14.4	3,707,181	18,829
2011	14.2	3,739,475	18,697
2012	13.0	3,968,123	19,802
2013	10.1	4,018,506	20,007

Source: City's Comprehensive Annual Financial Report, Fiscal Year Ended June 30, 2013.

Taxable Retail Sales

Consumer spending in calendar year 2012 resulted in \$2,290,580,000 in taxable sales in the City, which is approximately 7.93% more than in calendar year 2011. The following table sets forth information regarding taxable sales in the City for each type of business for calendar years 2008 through 2012.

City of Oxnard Taxable Retail Sales by Type of Business 2008 to 2012 (in thousands)

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Motor Vehicles and Parts Dealers	\$ 372,288	\$ 306,123	\$ 333,399	\$ 379,666	\$ 437,495
Home Furnishings and Appliance Stores	114,394	140,752	135,456	130,962	129,447
Building Materials and Garden Equipment and Supplies	93,118	92,975	91,427	96,614	118,598
Food and Beverage Stores	94,066	94,150	92,803	93,340	96,718
Gasoline Stations	223,783	174,508	205,785	253,645	262,972
Clothing and Clothing Accessories Stores	58,524	74,067	78,669	80,811	87,509
General Merchandise Stores	317,481	264,085	273,984	286,540	304,546
Food Services and Drinking Places	185,258	181,251	188,368	201,967	215,340
Other Retail Group	189,550	108,148	108,097	109,500	113,004
Total Retail and Food Services	1,648,461	1,436,959	1,507,987	1,633,046	1,765,630
All Other Outlets	517,015	419,475	425,740	489,175	524,959
Total All Outlets	\$2,165,477	\$1,856,434	\$1,933,728	\$2,122,220	\$2,290,589

Source: California State Board of Equalization.

Transportation

Oxnard is served by all major modes of transportation. Both U.S. Highway 101 and State Highway 1 pass through the City, linking it with the Los Angeles metropolitan area and Santa Barbara

County. Rail passenger service is provided by AMTRAK, which has a station in the City. Two trains pass through daily in each direction and stop at the Oxnard station. Metrolink provides commuters from the Oxnard Transportation Center with several daily routes to the Los Angeles basin, including downtown Los Angeles. Union Pacific Railroad provides freight rail service through the City. The Ventura County Railroad Company connects Port Hueneme, the Ormond Beach Industrial Area, the Naval Construction Battalion Center, and surrounding industrial areas to the Union Pacific line. The Port of Hueneme, owned and operated by the Oxnard Harbor District, is the only commercial deep-draft harbor between Los Angeles and San Francisco. The port has five 600 to 700 foot berths and a 35-foot entrance channel depth. An \$18 million expansion of the port was completed in 1989, which included the addition of an automobile terminal and the construction of a new wharf. The port's acquisition of approximately 33 acres from the U.S. Navy in 1997 has enabled it to increase facilities for handling refrigerated containers and roll-on/roll-off cargoes. The Channel Islands Harbor is a modern 3,000 slip boat marina, which also serves the Oxnard area in the capacity of a recreational marina and covers approximately 310 acres. The Oxnard Airport is operated by Ventura County as a general and commercial aviation airfield. The Oxnard Airport handles passenger as well as cargo services. Local bus service is provided by Gold Coast Transit, a regional public transit agency funded by the County and member cities. Service is available in Ojai, Ventura, Oxnard, and Port Hueneme. The Greyhound bus line provides passenger and parcel service from its Oxnard station. A multi-modal transportation center located in downtown Oxnard brings together all these forms of transportation.

Education

There are 35 elementary, 8 junior high, and 5 senior high schools located in and immediately around the City, plus eight parochial and private schools. The City is served by Oxnard College, a California community college. The 119-acre campus is located on Rose Avenue between Channel Island Boulevard and Pleasant Valley Road. Oxnard College currently offers degree and certificate programs. The California State University campus at Channel Islands (CSUCI) opened in fall 2002, and has a current enrollment of over 3,700 students. In addition, two campuses of the University of California, Santa Barbara (UCSB) and Los Angeles (UCLA), one campus of the California State University, Northridge (CSUN), and two private universities, Pepperdine and California Lutheran University, are within a 50 minute drive.

Recreation

The City offers its residents a wide range of recreational facilities. The beach parks, marina and neighborhood and regional parks add up to nearly 1,500 acres of park land. McGrath State Beach Park, located south of the Santa Clara River mouth, covers approximately 295 acres and includes over a mile of ocean frontage. Overnight camping and day picnics are the main use of that park. Oxnard Beach Park includes approximately 62 acres with concession stands and facilities for day picnics and sports. Silver Strand Beach, south of the Harbor entrance, and Hollywood Beach, north of the entrance, are day beach facilities. Channel Islands Harbor is a recreational boating marina administered by Ventura County. The City has over 30 neighborhood parks located throughout the City. A tennis and softball center is located at Community Center Park. Additionally, Wilson Park contains the largest senior citizen center in the Tri-County area.

The City owns River Ridge Golf Club, consisting of two 18-hole championship golf courses, the Vineyard Course and the Victoria Lakes Course. The City also owns a 1,600-seat Performing Arts Center located on Hobson Way in the center of the City.

City's Investment Policy

The following is a summary of the City's investment policy (the "Investment Policy") applicable to certain of the City's funds and accounts, as described below, in effect as of the date of this Official Statement. Reference is made to the entire Investment Policy, including the appendices and attachments thereto, which is available upon request from the City.

Introduction. The following statement of the City's Investment Policy is intended to provide guidelines for the prudent investment of surplus funds of the City, and to outline the policies for maximizing the efficiency of the City's cash management system. It is the policy of the City to invest public funds in a manner which will provide high investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds.

Scope. This investment policy applies to the City's pooled investment fund, which encompasses all moneys under the direct oversight of the City Treasurer. These include the General Fund, Special Revenue Funds, Capital Project Funds, Enterprise Funds, Trust and Agency Funds, and Internal Service Funds. This policy is generally applicable to bond proceeds with consideration given to specific provisions of each issuance. Reports of the investment of bond proceeds are issued monthly by the Trustee and are not included in the City Treasurer's monthly report of the pooled investment fund. The employee's retirement and deferred compensation funds are not included.

Prudence. Investments shall be made with judgment and care – under circumstances then prevailing – which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Objectives. The City's cash management system is designed to accurately monitor and forecast revenues and expenditures thus enabling the City Treasurer to invest funds to the fullest extent possible. The City Treasurer maintains a diversified portfolio to accomplish the primary objectives of safety, liquidity, and yield (in that order of priority).

Safety. The safety/risk associated with an investment refers to the potential loss of principal, accrued interest, or a combination of these. The City seeks to mitigate credit risk by prequalifying and continual monitoring of financial institutions with which it will do business, and by careful scrutiny of the credit worthiness of the investment instruments as well as the institutions. Such resources as the Sheshunoff Performance Report, Moody's, and Standard & Poor's may be utilized for this review. The City seeks to mitigate rate risk through diversification of instruments as well as maturities.

Liquidity. The portfolio will be structured with sufficient liquidity to allow the City to meet anticipated cash requirements. This will be accomplished through diversity of instruments to include those with active secondary markets, those that match maturities to expected cash needs, and the State Local Agency Investment Fund with immediate withdrawal provision.

Yield. A competitive market rate of return is the third objective of the investment program after the fundamental requirements of safety and liquidity have been met.

Delegation of Authority. California Government Code Section 53607 provides the authority for the legislative body of the local agency to invest the funds of the local agency or to delegate that authority to the treasurer of the local agency. Effective January 1, 1997, such delegation is to be reviewed each year and may be renewed by the City Council.

City Council. Under City of Oxnard Resolution No. 10455, the City Council has authorized the City Treasurer to invest City funds in accordance with California Government Code Section 53600, *et. seq.* The City Treasurer will include review of the delegation of authority in the annual presentation of the Investment Policy to the City Council.

City Treasurer. The execution of investment transactions on a daily basis will be conducted by the City Treasurer. The Assistant City Treasurer will execute transactions, only as directed by the City Treasurer, in the absence of the City Treasurer. The City Treasurer has established a system of controls and a segregation of responsibilities of investment functions to assure maintenance of internal control over the investment function.

Amendment of Investment Policy. The City Treasurer retains the authority to amend the Investment Policy and related guidelines and procedures at any time in order to carry out the duties as chief investment officer for the City of Oxnard. Notice of any such required amendment will be given to the Investment Review Committee and the City Council.

Ethics and Conflicts of Interest. The City Treasurer shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair the ability to make impartial investment decisions. The City Treasurer is governed by The Political Reform Act of 1974 regarding disclosure of material financial interests.

Authorized Financial Dealers and Institutions. The City Treasurer shall transact business only with banks, savings and loans, and securities dealers.

Authorization. The City may conduct business with major registered broker/dealers and with dealers designated Primary by the Federal Reserve provided all the following criteria are met. Broker/Dealers must: (1) have offices located in the State, (2) be adequately capitalized, (3) make markets in securities appropriate to the City's needs, and (4) agree to abide by the conditions set forth in the City's Investment Policy. The City Treasurer shall investigate all institutions which wish to do business with the City and shall require that each financial institution complete and return the appropriate questionnaire and required documentation. An annual review of the financial condition and registrations of qualified bidders will be conducted by the City Treasurer.

Rating. With the exception of the Local Agency Investment Fund ("LAIF") and U.S. Treasury and Government Agency issues, investments shall be placed only in those instruments and institutions rated favorably as determined by the City Treasurer with the assistance of bank rating services and nationally recognized rating services (*i.e.*, Moody's or Standard & Poor's).

Authorized and Suitable Investments. California Government Code Section 53601 defines eligible securities for the investment of surplus funds by local agencies. Surplus funds of the City of Oxnard are invested in compliance with this statute and as further limited in the Investment Policy.

U.S. Government. United States Treasury Bills, Notes, and Bonds are backed by the full faith and credit of the United States Government. There shall be no limitation as to the percentage of the portfolio invested in this category. Maturities are limited to a maximum of five years.

U.S. Agencies. The purchase of instruments of, or issued by, a federal agency or a United States government-sponsored enterprise will be limited to a maximum maturity of five years. Such agencies include, but are not limited to, the Federal Farm Credit Bank, Federal Home Loan Bank, Federal Home Loan Mortgage Corporation, Student Loan Marketing Association, Tennessee Valley Authority, and the Federal National Mortgage Corporation.

Other Bonds, Notes, or Evidences of Indebtedness. Bonds issued by the local agency, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency.

- Registered state warrants or treasury notes or bonds of the State, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the State or by a department, board, agency, or authority of the State.
- Bonds, notes, warrants, or other evidences of indebtedness of any local agency within the State, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

A maximum of 15% of the portfolio may be so invested with the approval of the Investment Review Committee.

Bankers' Acceptances. Bills of exchange or time drafts drawn on and accepted by commercial banks that are eligible for purchase by the Federal Reserve System are known as bankers' acceptances. Purchases of these instruments may not exceed 180 days to maturity or 40% of an agency's surplus funds. A maximum of 30% may be invested in the bankers' acceptances of any one commercial bank.

Commercial Paper. This short-term unsecured promissory note is issued to finance short-term credit needs. Eligible paper is that which is ranked "P1" by Moody's or "A1" by Standard & Poor's, issued by a domestic corporation having assets in excess of \$500,000,000, and having an "A" or better rating on issuer's debt. Purchases of commercial paper may not exceed 270 days or represent more than 10% of the outstanding paper of an issuing corporation. Commercial paper purchases will be limited to 15% of the City's portfolio.

Negotiable Certificates of Deposit ("NCDs"). Allowable NCDs are issued by a nationally or state-chartered bank or a state or federal association or by a state-licensed branch of a foreign bank. The City Treasurer may invest up to 30% of surplus funds in NCDs limited to institutions rated "Aa" or better by Moody's or "AA-" or better by Standard & Poor's. A rating equivalent to Sheshunoff performance rating of "A" or better is required for those institutions not rated by Moody's or Standard & Poor's. NCDs are considered liquid, trading actively in the secondary market.

Certificates of Deposit ("CDs"). CDs or "time deposits" of up to \$100,000 are federally insured. Beyond that amount, these CDs must be collateralized with the collateral held separately

from the issuing institution. The value of the investment must have collateral of at least 110% if government securities, or collateral of at least 150% if mortgage-backed securities. Statute does not limit CDs, however, the Investment Policy shall limit such investments to a maximum of 40% of the portfolio and to a maximum of 15% deposited in any one institution. In addition, time deposits shall be placed in institutions meeting all capital requirements and which maintain a rating equivalent to Sheshunoff performance rating of "A" or better.

Repurchase Agreements. The City may invest in repurchase agreements with banks and dealers of primary dealer status recognized by the Federal Reserve with which the City has entered into a master repurchase contract which specifies terms and conditions of repurchase agreements. The maturity of repurchase agreements shall not exceed 90 days. The market value of securities used as collateral for repurchase agreements shall be monitored by the City Treasurer's office and will not be allowed to fall below 102% of the value of the repurchase agreement. In order to conform with provisions of the Federal Bankruptcy Code, which provide for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be eligible negotiable certificates of deposit, bankers' acceptances, commercial paper, or securities that are direct obligations of or that are fully guaranteed by the United States or any agency of the United States. These eligible securities are further defined by California Government Code Section 53651.

Medium Term Notes. A maximum of 30% of the City's portfolio may be invested in medium-term notes issued by corporations organized and operating within the United States. Note maturities may not exceed five years. Securities eligible for investment must be rated in a rating category of "A" or its equivalent or better by a nationally recognized rating service (*i.e.*, Moody's or Standard & Poor's).

Mutual Funds. Shares of beneficial interest (mutual funds) issued by diversified management companies investing in securities/obligations authorized by California Government Code Section 53600, *et seq.*, and complying with California Government Code Section 53630, are permitted investments. California Government Code Section 53601(k) further defines requirements. A maximum of 15% of the portfolio may be so invested.

LAIF. LAIF (the Local Agency Investment Fund) has been established by the State Treasurer for the benefit of local agencies. The City may invest up to the maximum permitted by the LAIF.

Ineligible Investments. Investments not described in the Investment Policy, including but not limited to common stocks and financial futures contracts and options, are prohibited in this fund.

Short Term Loans. With the approval of the City Council and concurrence of the City Treasurer, funds may be invested in short term loans to provide specific funding to City programs.

Collateral. The issue of collateral requirements is addressed in California Government Code Section 53652. All active and inactive deposits must be secured at all times with eligible securities in securities pools pursuant to California Government Code Sections 53656 and 53657. Eligible securities held as collateral shall have a market value in excess of the total amount of all deposits of a depository as follows:

- government securities, at least 10% in excess.
- mortgage backed securities, at least 50% in excess.
- letters of credit, at least 5% in excess.

Safekeeping and Custody. Security transactions entered into by the City shall be conducted on a delivery-versus-payment basis. Securities of duration exceeding 30 days to maturity shall be held by a third party custodian designated by the City Treasurer. Evidence of account for each time deposit will be held in the Treasury vault.

Diversification. The City's portfolio will be suitably diversified by type and institution in an effort to reduce portfolio risk while attaining market average rates.

Security Type and Institution. With the exception of U.S. Treasury securities and authorized pools, no more than 50% of the total portfolio will be invested in a single security type and no more than 15% with a single financial institution. Investments are further limited by specific language relating to each investment type as stated in the Investment Policy.

Maximum Maturities. To the extent possible, the City Treasurer will attempt to match investments with anticipated cash flow requirements. The City's portfolio will not be directly invested in securities that mature more than five years from the date of purchase. Reserve funds may be invested in securities exceeding the five years (maturity of such investments should coincide as nearly as practicable with expected use of funds).

Internal Controls. A system of internal controls will be maintained to assure compliance with federal and State regulations, City Council direction, and prudent cash management procedures.

Investment Review Committee. The City Manager, Chief Financial Officer, and City Treasurer are the members of the Investment Review Committee tasked with quarterly review of procedures and adherence to the Investment Policy.

Investment Portfolio Guidelines. Guidelines have been established for procedures within the City Treasurer's Office to assure internal investment controls and a segregation of responsibilities of investment functions.

Annual Audit. The City's portfolio is included in the annual review of the City's financial management performed by an independent (as defined by the Financial Accounting Standards Board) outside audit firm.

Performance Standards. The investment portfolio will be designed to obtain a market-average rate of return during budgetary and economic cycles, taking into account the City's investment risk constraints and cash flow needs. The market-average rate of return is defined as the average return on three-month Treasury bills. In addition, the City portfolio will be compared with LAIF and expected to maintain an annual yield within 0.50 (1/2 of 1%) basis points of LAIF's annual yield.

Reporting. The City Treasurer shall provide investment information to City Council.

Periodic Reports. The City Treasurer will provide detailed reports of the investments in the pooled investment fund portfolio on a monthly basis to the City Council, City Manager, and Chief Financial Officer. Within 30 days of the end of each quarter, these reports will be provided with additional information such as market pricing. Summarized reports from Trustees regarding

investments of bond proceeds, deferred compensation, and retirement funds are available for review.

Annual Report. The Investment Policy will be presented annually, following the close of the fiscal year, to the City Council for approval. A detailed report of the current status of the portfolio will be included in this presentation.

Financial Statements per GASB 31. City Treasurer will provide the portfolio's market value gains/losses to Finance to be incorporated in the fiscal year-end balance sheet in accordance with Rule 31 of the Government Accounting Standards Board ("GASB").

California Debt and Investment Advisory Commission. Effective January 1, 2001, investment reports issued to City Council will also be distributed semiannually to the California Debt and Investment Advisory Commission.

Financial Statements per GASB 40. Effective June 30, 2005, additional disclosure is required. City Treasurer will provide detailed maturity and rating information to Finance to be incorporated in the Comprehensive Annual Financial Report in accordance with GASB Rule 40.

City's Pension Plans

The City contributes to the California Public Employees Retirement System ("PERS"), a multiple-employer, public employee defined benefit plan, which acts as a common investment and administrative agent for participating public entities within the State. The City's membership is reported within three plans classified into two categories: safety members (police and fire) and miscellaneous members (all other regular employees). The City's payroll for employees covered by PERS for the year ended June 30, 2013, was \$83,461,612; the City's total payroll was \$101,510,481. PERS issues a separate comprehensive annual financial report. Copies of PERS' annual financial report may be obtained from their executive office at 400 P Street, Sacramento, California 95814.

All City personnel are eligible to participate in PERS, becoming vested after five years of service. Employees who retire at or after age 50 with five years of credited service are entitled to retirement benefits. Monthly retirement benefits are payable for life in an amount equal to a specified percentage as follows:

Miscellaneous Employees (ranging from 1.426% for employees who retire at age 50 to 2.418% for employees who retire at age 63 or over)	2% at age 55
Police Employees	3% at age 50
Fire Employees	3% at age 55

The benefits are calculated at the highest consecutive 12 months for miscellaneous employees and safety employees.

Required employee contributions to PERS are 7% of compensation for miscellaneous employees and 9% of compensation for safety employees, which the City currently pays for regular employees. Under the California Public Employees' Pension Reform Act of 2013 (PEPRA), for new employees hired on or after January 1, 2013, the required employee contributions to PERS are 6.75% of compensation for miscellaneous employees, 15% of compensation for safety Police employees, and 12.25% of

compensation for safety Fire employees. The City is required to contribute the remaining amounts necessary to fund the benefits for its members, using the actuarial basis recommended by the PERS actuaries and actuarial consultants and adopted by the PERS Board of Administration.

PERS uses a modification of the entry age normal actuarial cost method, which is a projected benefit cost method. That is, it takes into account those benefits that are expected to be earned in the future as well as those already accrued. The City's contributions to PERS (including the employee share) for the years ended June 30, 2013, 2012, and 2011 were \$24,986,509, \$24,671,878, and \$22,331,816, respectively, and were equal to required contributions for each year. Contribution rates for each participating employer are determined based on the benefit structure established. Employers are required to contribute the remaining amounts necessary to finance the coverage of their employees through periodic contributions at actuarially determined rates. The contribution rates at June 30, 2013, 2012, and 2011 were 100%, for each year, of annual covered payroll for police, fire, and miscellaneous employees. The contribution requirements of plan members and the City are established and may be amended by PERS. For additional information, see "APPENDIX C – City of Oxnard Comprehensive Annual Financial Report, Fiscal Year Ended June 30, 2013."

Currently, a significant portion of the contribution requirements for police and fire are funded with voter-approved property tax override. The maximum property tax rate is \$0.076637 per \$100 of assessed values within the City (except a portion of land annexed to the City in 1969). The estimated contribution amount for Fiscal Year 2013-14 for public safety employees is approximately \$17 million and the property tax override is expected to generate approximately \$13 million.

The funded status of each plan as of June 30, 2012, the most recent actuarial valuation, on an actuarial value of assets basis is as follows (dollar amounts in thousands):

	Actuarial Value of Assets	Actuarial Liability (AAL)-Entry Age	Unfunded AAL (UAAL)	Funded Ratio	Covered Payroll	UAAL as a percentage of Covered Payroll
Police	\$ 212,195	\$ 258,372	\$ 46,177	82.1%	\$ 23,524	196.3%
Fire ⁽¹⁾	9,854,788	11,724,021	1,869,233	84.1	947,735	197.2
Miscellaneous	299,531	347,813	48,282	86.1	49,497	97.5

(1) The amounts for Fire reflect total risk pool valuations and liabilities.

Source: City's Comprehensive Annual Financial Report, Fiscal Year Ended June 30, 2013.

On April 17, 2013, the PERS Board of Administration approved new actuarial policies aimed to fully fund the pension system's obligations within 30 years. The new policies include a rate-smoothing method with a 30-year fixed amortization period for gains and losses. PERS announced that, based on investment return simulations performed for the next 30 years, increasing contributions more rapidly in the short term is expected to result in almost a 25% improvement in funded status over a 30-year-period. The new amortization schedule will be used to set contribution rates for public agency employers in the State beginning in the 2015-16 fiscal year. This delay is intended to allow the impact of the changes to be built into the projection of employer contribution rates and afford employers with additional time to adjust to the changes.

According to PERS, the new policies will result in an increased likelihood of higher peak employer contribution levels in the future but not significantly increase average contribution levels. The

median employer contribution rate over the next four years is expected to be higher. In the long-term, however, higher funded levels may result in lower employer contributions. Local government's contracts with PERS are unique to each municipality.

In the PERS' June 30, 2012 actuarial valuations, PERS used the new actuarial methods for the calculation of the projected contribution rates. The projected rates for each plan as of June 30, 2012, the most recent actuarial valuation, are as follows:

	<u>New Rate</u>	<u>Projected Future Employer Contribution Rates</u>				
	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
Police	37.748%	40.5%	42.3%	44.0%	45.8%	48.2%
Fire	26.881	28.9	31.0	33.1	35.1	37.2
Miscellaneous	14.417	15.7	16.9	18.1	19.4	20.6

The City cannot anticipate accuracy of the projections above or to what extent the contribution requirements of the City will increase in future years.

Public Agency Retirement System Retirement Enhancement Plan. The City established a Public Agency Retirement System Retirement Enhancement Plan ("PARS") effective January 1, 2003, for selected groups of miscellaneous employees (non-safety), Service Employees International Union (SEIU), International Union of Operating Engineers (IUOE), Management, and one of the two groups of Confidential employees. PARS is a defined benefit 401(a) tax-qualified multiple agency trust. PARS meets the requirements of a pension trust under California Government Code. The plan provides supplemental retirement benefits in addition to PERS. Phase II Systems is the PARS Trust Administrator. For employees meeting the eligibility requirements, the plan provides a benefit equal to the "3% at 60" plan factor (formula is a static 3% at age 60 and older), less the PERS "2% at 55" plan factors for all years of City service plus any military service purchased through PERS (prior to July 1, 2003) while an employee of the City.

Eligibility for an immediate benefit is defined as reaching age 50, completing five years of service, and retiring concurrently from both the City and PERS after leaving City employment. In addition, a deferred benefit would be available to participants who complete five years of service. The City has full discretionary authority to control, amend, modify or terminate this plan at any time.

Employees and the City contribute a total of 8% of eligible employees' gross wages. Current employee and city contributions by employee groups are as follows:

	<u>City Contributions</u>	<u>Employee Contributions</u>
IUOE	2.7%	5.3%
SEIU	3.5	4.5
Management and Confidential	3.0	5.0

In addition, the City is required to contribute the remaining amounts necessary to fund the benefit to its members using the actuarial basis recommended by PARS actuarial consultants. This contribution for the fiscal year ended June 30, 2013, was 7.80% of eligible employee gross wages. The City's payroll for employees covered by PARS for the year ended June 30, 2013, was \$38,357,176. PARS issues a separate comprehensive annual financial report. Copies of PARS annual financial report may be obtained from the PARS Executive Office, 3961 MacArthur Boulevard, Suite 200, Newport Beach, CA 92660.

For fiscal year 2012-13, the City's annual pension cost ("APC") of \$4,169,425, for PARS was equal to the City's required actual contribution. The required contribution was determined as part of the June 30, 2011, actuarial assumptions and retained the entry age actuarial cost method.

As of June 30, 2011, the most recent actuarial valuation date, the plan was 36% funded. The actuarial accrued liability for benefits was \$71,388,000, and the actuarial value of assets was \$32,859,000, resulting in an unfunded actuarial accrued liability (UAAL) of \$38,529,000. The covered payroll (annual payroll of active employees covered by the plan) was \$40,414,000, and the ratio of the UAAL to the covered payroll was 95.3%.

Early Retirement Incentive Plan. The City adopted a supplemental retirement plan to 48 eligible employees; this plan is administered by Phase II Systems, PARS Trust Administrator. The level of benefit is 7% of the employee's final base pay, payable through the employee's lifetime, with an option of payment for five to ten years, at the employee's election.

Post-Employment Health Care Benefit. The City provides post-employment benefits for retired employees. Employees who retire from the City and receive a PERS pension are eligible for post-employment medical benefits. Retirees can enroll in any of the available PERS medical plans. This benefit continues for the life of the retiree and surviving spouse. Benefit provisions for PERS are established by the Public Employees Retirement Law (Part 3 of the California Government Code, Section 20000 et seq.). PERS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the PERS annual financial report may be obtained from the PERS Executive Office, 400 "P" Street, Sacramento, California 95814.

The City contributes the minimum amount allowed under Government Code Section 22825 of the Public Employees Medical and Hospital Care Act. The City's required monthly contribution for calendar year 2013 was \$115.00. The required contribution is based on pay-as-you-go financing requirements. Retirees must contribute any premium amounts in excess of the City contribution.

In fiscal year 2012-13, the City's annual OPEB (Other Post Employment Benefit) cost of \$1,339,137 was higher than the actual contribution. As of July 1, 2011, the unfunded actuarial accrued liability of the plan was \$12,772,079.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and healthcare cost trends. Amounts determined regarding the funded status are subject to continual revisions as actual results are compared with past expectations and new estimates are made about the future.

APPENDIX C

**CITY OF OXNARD
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FISCAL YEAR ENDED JUNE 30, 2013**

[TO FOLLOW]

APPENDIX D

FORM OF BOND COUNSEL OPINION

[Closing Date]

Governing Board
City of Oxnard Financing Authority
300 West Third Street
Oxnard, California 93030

Re: FINAL OPINION
\$ _____ City of Oxnard Financing Authority Lease Revenue
Project and Refunding Bonds, Series 2014

Ladies and Gentlemen:

We have acted as Bond Counsel to the City of Oxnard Financing Authority (the "Authority") in connection with the issuance by the Authority of \$ _____ aggregate principal amount of the City of Oxnard Financing Authority Lease Revenue Project and Refunding Bonds, Series 2014 (the "Bonds"), pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code), Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and the provisions of a Trust Agreement, dated as of November 1, 2014 (the "Trust Agreement"), by and among the Authority, the City of Oxnard (the "City"), and Wells Fargo Bank, National Association, as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Trust Agreement and in the Master Lease and Option to Purchase, dated as of November 1, 2014 (the "Lease"), by and between the Authority, as lessor, and the City, as lessee, as applicable.

In such connection, we have reviewed the Trust Agreement, the Lease, the Property Lease, dated as of November 1, 2014 (the "Property Lease"), by and between the City and the Authority, the Tax Certificate of the City and the Authority, dated the date hereof (the "Tax Certificate"), opinions of the City Attorney, certifications of the City, the Authority, and others, and such other documents, opinions, and matters to the extent we deemed necessary to render the opinions set forth herein.

The opinions expressed herein are expressed only on and as of the date hereof and are based on an analysis of existing laws, regulations, rulings, and judicial decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. Changes to existing law may occur hereafter and could have retroactive effect. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur. Our engagement with respect to the Bonds has concluded with their issuance, and we disclaim any obligation to update this opinion letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the Authority and the City. We have not undertaken to verify independently, and have assumed, the accuracy of the factual matters represented, warranted, or certified in the documents, and of the legal conclusions contained in the opinions referred to in the second paragraph hereof.

Furthermore, we have assumed compliance with all covenants and agreements contained in the Trust Agreement, the Lease, the Property Lease, and the Tax Certificate, including (without limitation) covenants and agreements compliance with which is necessary to assure that future actions, omissions, or events will not cause interest on the Bonds to be included in gross income for federal income tax purposes. In addition, we call attention to the fact that the rights and obligations under the Bonds, the Trust Agreement, the Lease, the Property Lease, and the Tax Certificate and their enforceability may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium, and other similar laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases, and to the limitations on legal remedies against cities and joint powers authorities in the State of California. We have not made or undertaken to make any investigation of the state of title to the Property described in the Lease or of the accuracy or sufficiency of the description of such Property contained therein, and we express no opinion with respect to such matters. We express no opinion with respect to any indemnification, arbitration, contribution, penalty, choice of law, choice of forum, choice of venue, severability, or waiver provisions contained in the documents mentioned in the previous sentence.

We undertake no responsibility for the accuracy, completeness, or fairness of the Official Statement for the Bonds dated November __, 2014, or other offering material relating to the Bonds and express no opinion with respect thereto. We express no opinion regarding the perfection or priority of the lien on the Base Rental payments.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The obligation of the City to pay the Base Rental payments under the Lease constitutes a valid and binding limited obligation of the City. The Bonds constitute the valid and binding limited obligations of the Authority.
2. The Trust Agreement creates a valid pledge, to secure the payment of the principal of and interest on the Bonds, of the Base Rental payments. The Lease creates a valid lien, to secure the payment of the Base Rental payments, on the Property.
3. Interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and is exempt from State of California personal income taxes. Interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although we observe that such interest is included in adjusted current earnings in calculating federal corporate alternative minimum taxable income.

Except as stated in paragraph 3 above, we express no opinion as to federal or State of California tax consequences of the ownership of the Bonds. We also express no opinion regarding any other tax consequences with respect to the acquisition, ownership, or disposition of, or the accrual or receipt of interest on, the Bonds.

Respectfully submitted,

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT (the "Disclosure Agreement"), dated [Closing Date], is executed and delivered by the City of Oxnard Financing Authority (the "Authority") and Wells Fargo Bank, National Association, as trustee and as dissemination agent (the "Dissemination Agent"), in connection with the issuance by the Authority of \$_____ aggregate principal amount of the City of Oxnard Financing Authority Lease Revenue Project and Refunding Bonds, Series 2014 (the "Bonds"). The Bonds are being issued pursuant to a Trust Agreement, dated as of November 1, 2014, by and among the City of Oxnard (the "City"), the Authority, and the Dissemination Agent, as trustee (the "Trust Agreement").

The Authority and the Dissemination Agent hereby covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement.

This Disclosure Agreement is being executed and delivered by the Authority and the Dissemination Agent for the benefit of the Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

Section 2. Definitions.

In addition to the definitions set forth in the Trust Agreement and in the Master Lease and Option to Purchase, dated as of November 1, 2014 (the "Lease"), by and between the Authority, as lessor, and the City, as lessee, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Authority pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Annual Report Date" shall mean the date in each year that is nine (9) months after the end of the Authority's Fiscal Year, the end of which, as of the date of this Disclosure Agreement, is June 30.

"Dissemination Agent" shall mean, initially, Wells Fargo Bank, National Association, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent that is so designated in writing by the Authority and which has filed with the then current Dissemination Agent a written acceptance of such designation.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Official Statement" shall mean the Official Statement dated _____, 2014, relating to the Bonds.

"Participating Underwriter" shall mean J.P. Morgan Securities LLC, the original underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The Authority shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing March 31, 2015, provide to MSRB an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Agreement. Not later than fifteen (15) calendar days prior to each such Annual Report Date, the Authority shall provide its Annual Report to the Dissemination Agent, if such Dissemination Agent is a different entity than the Authority. The Annual Report must be submitted in an electronic format as prescribed by MSRB, accompanied by such identifying information as is prescribed by MSRB, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the City (which include information regarding the funds and accounts of the Authority), if any, may be submitted separately from and later than the balance of the Annual Report if they are not available by the applicable Annual Report Date. If the Authority's Fiscal Year changes, the Authority shall provide written notice of such change in the same manner as for a Listed Event under Section 5(c). The Authority shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished hereunder. The Dissemination Agent may conclusively rely upon such certification of the Authority and shall have no duty or obligation to review such Annual Report.

(b) If the Authority is unable to provide to MSRB an Annual Report by the date required in subsection (a), the Authority shall send to MSRB a notice in substantially the form attached hereto as Exhibit A. Such notice must be submitted in an electronic format as prescribed by MSRB, accompanied by such identifying information as prescribed by MSRB.

(c) The Dissemination Agent shall:

- (i) provide any Annual Report received by it to the MSRB by the date required in subsection (a); and
- (ii) if the Dissemination Agent is other than the Authority, file a report with the Authority certifying that the Annual Report has been provided to MSRB pursuant to this Disclosure Agreement, and stating the date the Annual Report was so provided.

Section 4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) Audited financial statements of the City, which include information regarding the funds and accounts of the Authority, if any, for the most recent Fiscal Year of the City then ended. If the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the City in a format similar to the audited financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the City shall be audited by such auditor as shall then be required or permitted by State law or the Trust Agreement. Audited financial statements shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the City may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the City shall modify the basis upon which its financial statements are prepared, the Authority shall provide a notice of such modification to MSRB, including a reference to the specific federal or state law or regulation specifically describing the legal requirements for the change in accounting basis.

(b) To the extent not included in the audited financial statements provided pursuant to the foregoing Section 4(a), the Annual Report shall contain the following information:

- (i) revenues, expenditures, and beginning and ending fund balances relating to the General Fund of the City for the most recent completed Fiscal Year;
- (ii) property tax rates for property within the City for the most recently completed Fiscal Year;
- (iii) property tax levies, collections, and delinquencies for the most recently completed Fiscal Year; and
- (iv) outstanding debt of the City for the most recently completed Fiscal Year, including tax increment, revenue, and lease indebtedness.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Authority, the City, or related public entities, that are available to the public on MSRB's Internet web site or filed with the Securities and Exchange Commission. The Authority shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Authority shall give, or cause to be given, not in excess of ten business days after the occurrence of any of the following events, notice of the occurrence of such event with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on any credit enhancements securing the Bonds reflecting financial difficulties;
- (v) Substitution of any credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determination with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of Owners of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayments of the Bonds, if material;
- (xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership, or similar event of the Authority or the City [this Listed Event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Authority or the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Authority or the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Authority or the City];

(xiii) Consummation of a merger, consolidation, or acquisition involving the Authority or the City or the sale of all or substantially all of the assets of the Authority or the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Upon and after the occurrence of a Listed Event listed under subsection (a)(ii), (a)(vii), (a)(viii), (a)(x), (a)(xiii), or (a)(xiv) above, the Authority shall as soon as possible determine if such event would be material under applicable federal securities laws. If the Authority determines that knowledge of the occurrence of such Listed Event would be material under applicable federal securities laws, the Authority shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) below.

(c) Upon and after the occurrence of any Listed Event (other than a Listed Event listed under subsection (a)(ii), (a)(vii), (a)(viii), (a)(x), (a)(xiii), or (a)(xiv) above), the Authority shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) below.

(d) If the Dissemination Agent has been instructed by the Authority to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with MSRB, not in excess of ten (10) business days after the occurrence of such Listed Event. Such notice must be submitted in an electronic format as prescribed by MSRB, accompanied by such identifying information as prescribed by MSRB. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(viii) and (ix) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds pursuant to the Trust Agreement.

(e) The Authority hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the Authority and that the Trustee or the Dissemination Agent shall not be responsible for determining whether the Authority's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

Section 6. Termination of Reporting Obligation. The obligations of the Authority, the Trustee, and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption, or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Authority shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 7. Dissemination Agent. The Authority may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing thirty days written notice to the Authority and the Trustee. The Dissemination Agent shall not be responsible for the content of any report or notice prepared by the Authority. The Dissemination Agent shall have no duty to prepare any information report nor shall the Dissemination Agent be responsible for filing any report not provided to it by the Authority in a timely manner and in a form suitable for filing. If at any time there is no designated Dissemination Agent, the Authority shall act as Dissemination Agent.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Authority and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived; provided that the following conditions are satisfied:

(a) If the amendment or waiver is related to annual or event information to be provided hereunder, it may only be made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature, or status of the Authority or the type of business conducted thereby;

(b) The undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The proposed amendment or waiver (i) is approved by Owners of the Bonds in the manner provided in the Trust Agreement for amendments to such Trust Agreement with the consent of Owners or (ii) does not, in the opinion of the Authority or nationally recognized bond counsel, materially impair the interest of Owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the annual financial information containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a quantitative and, to the extent reasonably feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City and the Authority to meet their respective obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be sent to MSRB.

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Authority from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is

required by this Disclosure Agreement. If the Authority chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Authority shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of the occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Authority to comply with any provision of this Disclosure Agreement, any Owner of a Bond, Participating Underwriter, or Trustee may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed a default under the Trust Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Authority to comply with this Disclosure Agreement shall be an action to compel performance.

Section 11. Duties, Immunities, and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Authority agrees to indemnify and save the Dissemination Agent and its officers, directors, employees, and agents, harmless against any loss, expense, and liabilities that it may incur arising out of or in the exercise or performance of its duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Authority under this section shall survive resignation or removal of the Dissemination Agent and payment of all of the Bonds. The Dissemination Agent shall not be responsible in any manner for the format or content of any notice or Annual Report prepared by the Authority pursuant to this Disclosure Agreement. The Authority shall pay the reasonable fees and expenses of the Dissemination Agent for its duties hereunder.

Section 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Authority, the City, the Trustee, the Dissemination Agent, the Participating Underwriter, and Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 13. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

If to the Authority or the City: City of Oxnard Financing Authority
300 West Third Street
Oxnard, California 93030
Attention: Controller

If to the Dissemination Agent: Wells Fargo Bank, National Association
707 Wilshire Blvd., 17th Floor
Los Angeles, California 90017
Attention: Corporate Trust Services

[Remainder of Page Intentionally Left Blank]

Section 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Date: [Closing Date]

CITY OF OXNARD FINANCING AUTHORITY

Controller

WELLS FARGO BANK,
NATIONAL ASSOCIATION,
as Dissemination Agent and Trustee

By: _____
Its: Authorized Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Oxnard Financing Authority

Name of Bond Issue: City of Oxnard Financing Authority Lease Revenue Project and Refunding Bonds, Series 2014

Date of Issuance: [Closing Date]

NOTICE IS HEREBY GIVEN that the City of Oxnard Financing Authority (the "Authority") has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement, dated [Closing Date], by and among the Authority, the City of Oxnard, and Wells Fargo Bank, National Association, as trustee and dissemination agent. The Authority anticipates that the Annual Report will be filed by _____.

Dated: _____

CITY OF OXNARD FINANCING AUTHORITY

By: _____
Authorized Signatory

APPENDIX F

BOOK-ENTRY ONLY SYSTEM

The following information regarding DTC and its book-entry system has been provided by DTC and has not been verified for accuracy or completeness by the Authority or the City, and neither the Authority nor the City take any responsibility for the accuracy thereof. Neither the Authority nor the City shall have any responsibility or liability for any aspects of the records maintained by DTC relating to, or payments made on account of, beneficial ownership, or for maintaining, supervising, or reviewing any records maintained by DTC relating to beneficial ownership, of interests in the Bonds.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate, and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AA+. The DTC Rules applicable to its Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration

in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners, will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners or in the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority or the City as soon as possible after the Record Date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments with respect to the Bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee or the City or Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the Authority, the City, or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered in accordance with the terms of the Trust Agreement.

The Authority or the City may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC in accordance with the terms of the Trust Agreement.

THE INFORMATION IN THIS SECTION CONCERNING DTC AND DTC'S BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE AUTHORITY AND THE CITY BELIEVE TO BE RELIABLE, BUT NEITHER THE AUTHORITY NOR THE CITY TAKES ANY RESPONSIBILITY FOR THE ACCURACY THEREOF. NEITHER THE AUTHORITY NOR THE CITY GIVES ANY ASSURANCES THAT DTC WILL DISTRIBUTE PAYMENTS TO DTC PARTICIPANTS OR THAT PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS WITH RESPECT TO THE BONDS RECEIVED BY DTC OR ITS NOMINEES AS THE REGISTERED OWNER, ANY REDEMPTION NOTICES, OR OTHER NOTICES TO THE BENEFICIAL OWNERS, OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT.

TRUST AGREEMENT

Dated as of November 1, 2014

by and among

CITY OF OXNARD FINANCING AUTHORITY

and

CITY OF OXNARD

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Trustee

Relating to

[\$[PRINCIPAL AMOUNT]

City of Oxnard Financing Authority

Lease Revenue Project and Refunding Bonds, Series 2014

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TRUST AGREEMENT

THIS TRUST AGREEMENT, dated as of November 1, 2014 (this "**Trust Agreement**"), is by and among the CITY OF OXNARD, a municipal corporation organized and existing under the Constitution and laws of the State of California (the "**City**"), the CITY OF OXNARD FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the "**Authority**"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association existing under the laws of the United States of America, as trustee (the "**Trustee**");

WITNESSETH:

WHEREAS, the Authority is a joint exercise of powers authority organized and existing pursuant to Articles 1 and 2 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California to provide financial assistance to the City and has the authority to issue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (i.e., Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California) (the "**Act**"); and

WHEREAS, on May 22, 2003, the Authority issued its Lease Revenue Refunding Bonds, 2003 Series A, in the aggregate principal amount of \$18,640,000 (the "**2003 Bonds**"), pursuant to that certain Trust Agreement, dated as of May 1, 2003 (the "**2003 Trust Agreement**"), by and among the Authority, the City, and Wells Fargo Bank, National Association, as trustee (the "**2003 Trustee**"), to refund, on a current refunding basis, and prepay certain outstanding obligations of the Authority and the City, as further described in the 2003 Trust Agreement; and

WHEREAS, pursuant to that certain Property Lease, dated as of May 1, 2003 (the "**2003 Property Lease**"), by and between the City, as lessor, and the Authority, as lessee, the City leased to the Authority the property described in Exhibit A thereto; and

WHEREAS, the 2003 Bonds were secured by the payments to be made by the City pursuant to that certain Master Lease and Option to Purchase, dated as of May 1, 2003 (the "**2003 Lease**"), by and between the Authority, as lessor, and the City, as lessee, pursuant to which the City leased from the Authority the property described in Exhibit A thereto; and

WHEREAS, the City and the Authority desire to refund the 2003 Bonds on a current refunding basis; and

WHEREAS, pursuant to Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (Sections 53580 and following of said Government Code) (the "**Law**"), the Authority is authorized to issue refunding bonds to refund the 2003 Bonds; and

WHEREAS, the City further desires to finance the construction and improvement of certain streets and roadways within the City of Oxnard (collectively, the **"Project"**), as more particularly described in Exhibit D to this Trust Agreement; and

WHEREAS, the Authority has determined to provide under this Trust Agreement, the Act, and the Law for the issuance of its City of Oxnard Financing Authority Lease Revenue Project and Refunding Bonds, Series 2014 (the **"Bonds"**), the proceeds of which will be used to finance the costs to (i) refund the 2003 Bonds, (ii) construct and improve the Project, and (iii) pay costs incurred in connection with the issuance, sale, and delivery of the Bonds; and

WHEREAS, the City will lease to the Authority, pursuant to that certain Property Lease, dated as of November 1, 2014 (the **"Property Lease"**), by and between the City, as lessor, and the Authority, as lessee, all the Components comprising the Property, the legal descriptions of which Components are described in Exhibit A thereto; and

WHEREAS, the Bonds will be secured by the payments to be made by the City pursuant to that certain Master Lease and Option to Purchase, dated as of November 1, 2014 (the **"Lease"**), by and between the Authority, as lessor, and the City, as lessee, pursuant to which the City will lease from the Authority all the Components comprising the Property, the legal descriptions of which Components are described in Exhibit A thereto; and

WHEREAS, the Authority desires to assign certain of its right, title, and interest in and to the Lease, including the right to receive certain rental payments due thereunder (the **"Base Rental"**), to the Trustee on the terms and conditions set forth herein for the benefit of the Owners of the Bonds; and

WHEREAS, the Base Rental to be paid by the City for the lease of the Property will be sufficient to provide the amount necessary to pay the principal of and the interest on the Bonds of the Authority; and

WHEREAS, the Trustee has accepted the trust created and established by this Trust Agreement and in evidence thereof has joined in the execution hereof; and

WHEREAS, each of the City and the Authority is authorized to enter into this Trust Agreement pursuant to the laws of the State of California; and

WHEREAS, the City and the Authority have determined that all acts, conditions, and things required by law to exist, to have happened, and to have been performed precedent to and in connection with the execution and entering into of this Trust Agreement do exist, have happened, and have been performed in due time, form, and manner as required by law, and the parties hereto are duly authorized to execute and enter into this Trust Agreement;

NOW, THEREFORE, in consideration of the premises, of the acceptance by the Trustee of its duties hereby imposed, and of the purchase and acceptance of the Bonds by the Owners thereof, the receipt and adequacy of which are hereby acknowledged, and to fix and declare the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured, and accepted by all persons who shall from time to time be or become Owners thereof, and to secure the payment of all of the Bonds at any time issued and Outstanding hereunder and

the interest thereon according to their tenor, purport, and effect, and to secure the performance and observance of all of the covenants, agreements, and conditions contained therein, herein, and in the Lease, the Authority by these presents does hereby grant, bargain, sell, release, convey, assign, transfer, and pledge unto the Trustee in the trust hereby created for the benefit of the Owners, all of the Authority's right, title, and interest in and to the Pledged Assets, as hereinafter defined, subject only to the provisions of this Trust Agreement, the Property Lease, and the Lease.

To have and to hold all of the above unto the Trustee and its successors and assigns forever for the equal and ratable benefit of the Owners from time to time of all the Bonds issued and delivered hereunder and Outstanding, without any priority of any one Bond over any other, upon the trusts and subject to the covenants and conditions hereinafter set forth.

NOW, THEREFORE, THIS TRUST AGREEMENT WITNESSETH:

ARTICLE I

APPOINTMENT OF TRUSTEE; ASSIGNMENT; DEFINITIONS

Section 1.01. Appointment of Trustee. The Trustee is hereby appointed and employed to act solely as set forth herein, to receive, hold, and disburse in accordance with the terms hereof the money to be paid to it, to authenticate and deliver the Bonds, to apply and disburse payments received pursuant to the Lease to the Owners of the Bonds, and to perform certain other functions, all as hereinafter provided. By executing and delivering this Trust Agreement, the Trustee accepts the duties and obligations provided herein and the assignment provided in Section 1.02 hereof, but only upon the terms and conditions herein set forth.

Section 1.02. Assignment. The Authority does hereby sell, assign, and transfer to the Trustee, for the benefit of the Owners, all of the Authority's rights, title, and interest in and to the Lease and the Property Lease (excluding the Authority's right to payment of its expenses under Section 3.1(b) of the Lease, its right to indemnification pursuant to Section 11 of the Lease, and its right to receive certain notices under Section 16 of the Lease and Section 18 of the Property Lease), including, without limitation, the Authority's right to receive Base Rental, as well as its rights to enforce payment of such Base Rental when due or otherwise to protect its interest in the event of a default by the City under the Lease, in accordance with the terms thereof. The Base Rental and other rights of the Authority assigned hereunder shall be applied and the rights so assigned shall be exercised by the Trustee as provided in this Trust Agreement.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Trust Agreement, have the meanings set forth below. All other capitalized terms used herein without definition shall have the meanings given to such terms in the Lease.

"Additional Rental" means the amounts specified as such in Section 3.1(b) of the Lease.

“Authority” means the City of Oxnard Financing Authority, a joint exercise of powers entity duly organized and existing under and by virtue of the laws of the State of California.

“Authority Representative” means the Chairman, the Vice Chairman, or the Controller of the Authority, or another official designated by such officer and authorized to act on behalf of the Authority under or with respect to this Trust Agreement, the Lease, the Property Lease, and all other agreements related hereto and thereto.

“Authorized Denomination” means \$5,000 or any integral multiple thereof.

“Base Rental” means the amounts specified as such in Section 3.1(a) of the Lease, as such amounts may be adjusted from time to time in accordance with the terms of the Lease, but does not include Additional Rental.

“Beneficial Owner” has the meaning given to such term in Section 7.11 hereof.

[CONFIRM GLOBALLY:] **“Bond Insurance Policy”** means the municipal bond insurance policy issued by the Bond Insurer guaranteeing the scheduled payment of the principal of and interest on the Bonds when due.

[CONFIRM GLOBALLY:] **“Bond Insurer”** means _____, a _____ stock insurance company, or any successor thereto or assignee thereof.

“Bond Register” means the registration books referred to in Section 2.09 hereof.

“Bonds” means the Authority’s Lease Revenue Project and Refunding Bonds, Series 2014, issued and delivered in the aggregate principal amount of \$[PRINCIPAL AMOUNT].

“Bond Year” means the period of twelve consecutive months commencing on June 2 and ending on June 1 in any year during which Bonds are or will be Outstanding; provided, however, that the first Bond Year will commence on the Closing Date and end on June 1, 2015, and that the final Bond Year will end on the date on which the Bonds are fully paid or redeemed.

“Business Day” means any day other than (1) a Saturday, a Sunday, or a day on which banking institutions in the State are authorized or obligated by law or executive order to be closed, (2) a day on which the New York Stock Exchange is authorized or obligated by law or executive order to be closed, or (3) a day on which commercial banks are authorized or obligated by law or executive order to be closed in the city in which the Principal Office of the Trustee or the principal office of the Bond Insurer is located.

“Certificate of the Authority” means an instrument in writing signed by an Authority Representative.

“Certificate of the City” means an instrument in writing signed by a City Representative.

“City” means the City of Oxnard, a municipal corporation duly organized and existing under the laws of the State of California.

“City Representative” means the City Manager (or his or her designee) or the Chief Financial Officer (or his or her designee) of the City, or by any other official of the City duly authorized by the City to act on behalf of the City under or with respect to this Trust Agreement, the Lease, the Property Lease, and all other agreements related hereto and thereto.

“Closing Date” means November __, 2014, the date of delivery of the Bonds to the initial purchasers thereof.

“Code” means the Internal Revenue Code of 1986, as amended.

“Component” means each Component of the Property, the legal description of which Component is described in Exhibit A of the Lease, or any property substituted therefor pursuant to Section 7 of the Lease.

“Computation Year” means with respect to the Bonds the period beginning on the Closing Date and ending on June 1, 2015, and thereafter each successive twelve month period commencing on each June 2 and ending on the following June 1.

“Continuing Disclosure Agreement” means that certain Continuing Disclosure Agreement, dated the date of issuance of the Bonds, by and between the Authority and the Trustee, as dissemination agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Costs of Issuance” means all the costs of issuing and delivering the Bonds, including, but not limited to, all printing and document preparation expenses in connection with this Trust Agreement, the Lease, the Property Lease, the Escrow Agreement, the Bonds, and the preliminary and final official statements pertaining to the Bonds; rating agency fees; the Bond Insurance Policy premium, CUSIP Service Bureau charges; consultant fees; market study fees; any computer and other expenses incurred in connection with the issuance of the Bonds; the initial fees and expenses of the Trustee and any paying agent (including, without limitation, origination fees and first annual fees payable in advance); and other fees and expenses incurred in connection with the issuance, execution, and delivery of the Bonds, including the initial rental interruption insurance premium, to the extent such fees and expenses are approved by the City.

“Costs of Issuance Fund” means the fund of that name established pursuant to Section 3.02 hereof.

“Debt Service Fund” means the fund of that name established pursuant to Section 3.04 hereof.

“Depository” means DTC and its successors and assigns or, if (a) the then Depository resigns from its functions as securities depository of the Bonds, or (b) the City discontinues use of the Depository pursuant to Section 2.14 hereof, any other securities depository that agrees to follow procedures required to be followed by a securities depository in connection with the Bonds and that is selected by the City with the consent of the Trustee.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Escrow Agent" means Wells Fargo Bank, National Association, and its successors and assigns.

"Escrow Agreement" means the Escrow Agreement, dated as of November 1, 2014, by and between the Authority and the Escrow Agent.

"Escrow Fund" means the fund of that name established under the Escrow Agreement.

"Independent Counsel" means an attorney or firm of attorneys of recognized national standing in the field of municipal finance selected by the City.

"Information Services" means Financial Information, Inc.'s "Financial Daily Called Bond Service," 30 Montgomery Street, 10th Floor, Jersey City, New Jersey 07302, Attention: Editor; Kenny Information Services' "Called Bond Service," 65 Broadway Street, 16th Floor, New York, New York 10004; Moody's Investors Service "Municipal and Government," 77 Center Drive, Suite 150, Charlotte, North Carolina 28217, Attention: Called Bond Department; Standard and Poor's "Called Bond Record," 25 Broadway, 3rd Floor, New York, New York 10004; or, in accordance with then current guidelines of the Securities and Exchange Commission, such other addressees providing information with respect to called bonds as the Authority may designate in writing to the Trustee.

"Insurance Proceeds Fund" means the fund of that name established pursuant to Section 3.09 hereof.

"Interest Payment Date" means each June 1 and December 1, commencing on June 1, 2015, so long as any Bonds remain Outstanding hereunder.

"Investment Earnings" means interest received in respect of the investment of money on deposit in any fund or account maintained hereunder.

"Lease" means that certain Master Lease and Option to Purchase, dated as of the date hereof, by and between the Authority and the City, including any amendments or supplements thereto made or entered into in accordance with the terms hereof and of the Lease.

"Lease Term" means the term of the Lease as provided in Section 2 thereof.

"Mandatory Sinking Account Payment" means the principal amount of Bonds required to be paid on each applicable June 1 pursuant to Section 4.01(d) hereof.

"Mandatory Sinking Account Payment Date" means June 1 of each year commencing in 20__ and terminating in 2029.

"Moody's" means Moody's Investors Service, Inc., and its successors and assigns.

"MSRB" means the Municipal Securities Rulemaking Board.

"Nominee" means, initially, Cede & Co., as nominee of the Depository, as determined from time to time pursuant hereto.

"Outstanding," when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 10.09 hereof) all Bonds except:

- (a) Bonds previously cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds no longer entitled to the benefits of this Trust Agreement;
- (c) Bonds paid or deemed to have been paid within the meaning of Section 10.01 hereof;
- (d) Bonds described in Section 4.06 hereof; and
- (e) Bonds in lieu of or in substitution for which other Bonds shall have been executed and delivered by the Trustee pursuant to Section 2.06 hereof.

Notwithstanding anything herein to the contrary, in the event that the principal and/or interest due with respect to the Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied, and not be considered paid by the Authority.

"Owner" means the registered owner, as indicated in the Bond Register, of any Bond.

"Participant" means a member of, or participant in, the Depository.

"Participating Underwriter" has the meaning ascribed thereto in the Continuing Disclosure Agreement.

"Payment Date" has the meaning given to such term in Section 11.01 hereof.

"Permitted Investments" means any of the investments listed in Exhibit E attached hereto and incorporated herein by this reference, provided at the time of investment the investment is a legal investment under the laws of the State of California for the moneys proposed to be invested therein.

"Pledged Assets" has the meaning given to such term in Section 3.15 hereof.

"Policy Costs" has the meaning given to such term in Section 3.05 hereof.

"Principal Office of the Trustee" means the principal corporate trust office of the Trustee located in Los Angeles, California, or such other office as the Trustee may designate.

“Principal Payment Date” means each of the June 1 maturity dates set forth in Section 2.02 hereof, with a final maturity date of June 1, 2029.

“Project” means the Project as described in Exhibit D attached hereto.

“Project Costs” means the contract price paid or to be paid for the construction or improvement of any portion of the Project and related facilities in accordance with a purchase or construction contract or contracts therefor. Project Costs include any other administrative, engineering, legal, financial, and other costs incurred by the City in connection with the construction of the Project.

“Project Fund” means the fund of that name established pursuant to Section 3.03 hereof.

“Property” means, collectively, all Components, including all buildings and improvements thereon and equipment; the legal descriptions of which Components are described in Exhibit A to the Lease, or any property substituted therefor pursuant to Section 7 of the Lease, but excluding such Component of the Property for which a new Component has been substituted in accordance with Section 7 of the Lease.

“Property Lease” means that certain Property Lease, dated as of the date hereof, by and between the Authority and the City, including any amendments or supplements thereto made or entered into in accordance with the terms hereof and of the Property Lease.

“Rebatable Arbitrage” has the meaning given to such term in Section 3.06 hereof.

“Rebate Fund” means the fund of that name established pursuant to Section 3.06 hereof.

“Record Date” means the close of business on the fifteenth (15th) day of the month preceding an Interest Payment Date, whether or not such day is a Business Day.

“Redemption Notice” has the meaning assigned to such term in Section 4.03 hereof.

“Representation Letter” has the meaning assigned to such term in Section 2.13 hereof.

“Rule” means Rule 15c2-12 of the Securities and Exchange Commission promulgated under the Securities Exchange Act of 1934, as amended.

“S&P” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., and its successors and assigns.

“Securities Depositories” means the following registered securities depositories: The Depository Trust Company, 55 Water Street, 50th Floor, New York, New York 10041-0099, Attn. Call Notification Department, Fax (212) 855-7232; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other securities depositories, or no

such depositories, as the Authority may indicate in a Certificate of the Authority delivered to the Trustee.

"State" means the State of California.

"Tax Certificate" means the Tax Certificate delivered by the Authority and the City on the Closing Date, as the same may be amended or supplemented in accordance with its terms.

"Treasuries" has the meaning assigned to such term in Section 10.01 hereof.

"Trust Agreement" means this Trust Agreement by and among the Authority, the City, and the Trustee, including any amendments or supplements hereto made or entered into in accordance with the terms hereof.

"Trustee" means Wells Fargo Bank, National Association, a national banking association existing under the laws of the United States of America, and its successors or assigns, or any other association or corporation that may at any time be substituted in its place as provided in Article V hereof, and its successors or assigns.

"2003 Bonds" means the \$18,640,000 in original principal amount of the City of Oxnard Financing Authority Lease Revenue Refunding Bonds, 2003 Series A.

"2003 Costs of Issuance Fund" has the meaning given to such term in Section 3.01(b) hereof.

"2003 Debt Service Fund" has the meaning given to such term in Section 3.01(b) hereof.

"2003 Rebate Fund" has the meaning given to such term in Section 3.01(b) hereof.

"2003 Reserve Fund" has the meaning given to such term in Section 3.01(b) hereof.

"2003 Trust Agreement" means the Trust Agreement, dated as of May 1, 2003, by and among the Authority, the City, and the 2003 Trustee.

"2003 Trustee" means Wells Fargo Bank, National Association, as trustee under the 2003 Trust Agreement.

"2003 Zions Bank Payment Fund" has the meaning given to such term in Section 3.01(b) hereof.

"Written Request of the Authority" means an instrument in writing signed by an Authority Representative.

“Written Request of the City” means an instrument in writing signed by a City Representative.

Section 1.04. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

Section 1.05. Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Trust Agreement, and has taken all actions necessary to authorize the execution and delivery of this Trust Agreement.

Section 1.06. Trust Agreement a Contract. In consideration of the acceptance of the Bonds by the Owners thereof, this Trust Agreement shall be deemed to be and shall constitute a contract by and among the Authority, the City, the Trustee, and the Owners from time to time of all Bonds issued hereunder and then Outstanding to secure the full and final payment of the interest on, principal of, and redemption premiums, if any, on all Bonds authorized, executed, issued, and delivered hereunder, subject to the agreements, conditions, covenants, and provisions herein contained.

ARTICLE II

TERMS OF THE BONDS

Section 2.01. Designation. The Bonds shall be executed in the name of the Authority and the Trustee is hereby authorized and directed to authenticate and deliver the Bonds to the original purchaser or purchasers thereof. The Bonds shall be designated “City of Oxnard Financing Authority Lease Revenue Project and Refunding Bonds, Series 2014.” The Bonds shall be issued and delivered in the aggregate principal amount of \$[PRINCIPAL AMOUNT].

Section 2.02. Description of Bonds. Each Bond shall be dated the Closing Date and shall be executed and delivered in fully registered form numbered as the Trustee shall determine. The Bonds shall be dated by the Trustee as of their date of authentication and shall be issued and delivered in Authorized Denominations.

The Bonds shall mature on the Principal Payment Dates and in the principal amounts and shall bear interest at the respective rates per annum as set forth in the following schedule:

Principal Payment Date (June 1)	Principal Amount	Interest Rate
2015	\$	%
2016		
2017		

Principal Payment Date (June 1)	Principal Amount	Interest Rate
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		

Interest with respect to each Bond shall accrue from the Interest Payment Date next preceding the date of authentication thereof, unless such date of authentication is after a Record Date and on or prior to the immediately following Interest Payment Date, in which event interest with respect thereto shall be payable from such following Interest Payment Date, or, unless such date of authentication is on or prior to the first Record Date, in which event interest with respect thereto shall be payable from the Closing Date; provided, however, that if at the time of authentication of any Bond, interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. Interest on the Bonds shall be computed using a year of 360 days consisting of twelve 30-day months.

Interest on the Bonds shall be payable on each Interest Payment Date to the Owner thereof as of the close of business on the Record Date. Interest shall be paid on each applicable Interest Payment Date by check or draft of the Trustee, sent to the Owner by first-class mail, postage prepaid, at his address as it appears on the Bond Register; provided, however, that interest payable to an Owner of \$1,000,000 or more in aggregate principal amount of Bonds shall be paid by wire transfer to such account within the United States as such Owner shall have specified in writing prior to the applicable Record Date to the Trustee for such purpose. Payments of defaulted interest shall be paid by check or draft to the Owners as of a special record date to be fixed by the Trustee, notice of which special record date shall be given to the Owners not less than ten days prior thereto. The principal of the Bonds shall be payable, subject to prior optional and mandatory redemption, including, without limitation, Mandatory Sinking Account Payments, on each Principal Payment Date. Principal of and premium, if any, on each Bond are payable upon surrender of such Bond at the Principal Office of the Trustee upon maturity or the earlier prepayment thereof. The principal of, premium, if any, on and interest on the Bonds shall be payable in lawful money of the United States of America. Except for the Bonds described in this Section 2.02, no additional Bonds shall be executed and delivered under this Trust Agreement.

Section 2.03. Form of Bonds. The Bonds shall be substantially in the form set forth in Exhibit A attached hereto and incorporated herein by this reference, with necessary or appropriate insertions, omissions, and variations as permitted or required hereby.

Section 2.04. Execution. All of the Bonds shall be executed in the name of and on behalf of the Authority with the signature of the Chairman (or, in his or her absence, the Vice Chairman of the Authority) and the countersignature of the Secretary of the Authority. Each such signature may be manually affixed, printed, lithographed, or facsimile engraved.

In case any such officer whose signature or countersignature appears on the Bonds shall cease to be such officer before the Bonds so signed shall have been delivered, such signature or countersignature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until the delivery of the Bonds, and such Bonds shall be issued and Outstanding hereunder and shall be as binding upon the Authority as though the person who signed such Bonds had been such official on the date borne by the Bonds and on the date of delivery. In addition, any Bond may be signed on behalf of the Authority by such person as at the actual date of execution of such Bond shall be the Chairman or Vice Chairman or Secretary of the Authority, as the case may be, although on the date borne by such Bond such person shall not have been such official.

No Bond issued pursuant to this Trust Agreement shall be valid and entitled to the benefits, security, and protection of this Trust Agreement unless the Certificate of Authentication on such Bond has been manually executed by the Trustee.

Section 2.05. Transfer and Exchange. The registration of any Bond may be transferred upon the Bond Register upon surrender of such Bond to the Trustee. Such Bond shall be endorsed or accompanied by delivery of the written instrument of transfer shown in Exhibit A duly executed by the Owner or his duly authorized attorney, and payment of such reasonable transfer fees as the Trustee may establish. Upon such registration of transfer, a new Bond or Bonds, of Authorized Denominations, for the same aggregate principal amount, maturity, and interest rate shall be executed and delivered to the transferee in exchange therefor. All such Bonds surrendered to the Trustee shall thereupon be cancelled by the Trustee and destroyed with a certificate of destruction delivered to the Authority upon its order.

The Authority and the Trustee shall deem and treat the person in whose name any Outstanding Bond shall be registered upon the Bond Register as the absolute Owner of such Bond, whether or not the principal of or interest on such Bond shall be overdue, for the purpose of receiving payment of principal and interest on such Bond and for all other purposes, and any such payments so made to any such Owner or upon his order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Authority nor the Trustee shall be affected by any notice to the contrary.

Bonds may be exchanged at the Principal Office of the Trustee for a like aggregate principal amount of Bonds of other Authorized Denominations of the same maturity and interest rate. All Bonds surrendered in any such exchange shall thereupon be canceled by the Trustee and either destroyed or delivered to the Authority upon its order. The Trustee may require the payment by the Owner requesting such exchange of any tax or other governmental

charge required to be paid with respect to such exchange. The costs of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer or exchange shall be paid by the Authority.

The Trustee shall not be required to register the transfer or exchange of any Bond during a period beginning at the opening of business fifteen (15) days before the date such Bonds are selected for redemption and the date any Bonds are to be redeemed or any Bond selected for redemption, except for the portion of any Bond redeemed only in part that remains Outstanding.

Section 2.06. Bonds Mutilated, Lost, Destroyed, or Stolen. If any Bond shall become mutilated, the Authority, at the expense of the Owner of such Bond, shall execute and the Trustee shall deliver a new Bond of like denomination, maturity, and interest rate in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be canceled by it and destroyed. If any Bond shall be lost, destroyed, or stolen, evidence of such loss, destruction, or theft may be submitted to the Trustee and, if such evidence is satisfactory to the Trustee and indemnity satisfactory to the Trustee, has been given, the Authority, at the expense of the Owner, shall execute and the Trustee shall authenticate and deliver a new Bond of like denomination, maturity, and interest rate in lieu of and in substitution for the Bond so lost, destroyed, or stolen. The Trustee may require payment of an appropriate fee for each new Bond delivered under this Section 2.06 and of the expenses that may be incurred by the Trustee in carrying out its duties under this Section 2.06. Any Bond executed and delivered under the provisions of this Section 2.06 in lieu of any Bond claimed to be lost, destroyed, or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Bonds. Notwithstanding any other provision of this Section 2.06, in lieu of delivering a new Bond for one that has been mutilated, lost, destroyed, or stolen, and that has matured, or has been called for redemption, the Trustee may make payment of the principal of or interest on such Bond upon receipt of indemnity satisfactory to it.

Section 2.07. Temporary Bonds. Until definitive Bonds shall be prepared, the Authority may cause to be executed and delivered in lieu of such definitive Bonds and subject to the same provisions, limitations, and conditions as are applicable in the case of definitive Bonds, except that they may be in any denominations authorized by the Authority, one or more temporary typed, printed, lithographed, or engraved Bonds in fully registered form, as may be authorized by the Authority, substantially of the same tenor and, until exchanged for definitive Bonds, entitled and subject to the same benefits and provisions of this Trust Agreement as definitive Bonds. If the Authority issues temporary Bonds, it shall execute and furnish definitive Bonds without unnecessary delay and thereupon the temporary Bonds may be surrendered to the Principal Office of the Trustee, without expense to the Owner in exchange for such definitive Bonds. All temporary Bonds so surrendered shall be cancelled by the Trustee and shall not be reissued.

Section 2.08. Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose. Proof of the

execution of any such instrument, or of any instrument appointing any such attorney or agent, shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided) if made in the following manner. The fact and date of the execution by any Owner or his attorney or agent of any such instrument, and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the person signing such instrument acknowledged before him the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association, or partnership, such certificate shall also constitute sufficient proof of his authority.

Nothing contained in this Article II shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated that it may deem sufficient. Any request or consent of the Owner of any Bond shall bind every future Owner of the same Bond in respect of anything done or suffered to be done by the Trustee in pursuance of such request or consent.

Section 2.09. Bond Register. The Trustee shall keep or cause to be kept at the Principal Office of the Trustee sufficient books for the registration and registration of transfer of the Bonds, which books shall at all times during regular business hours be open to inspection by the Authority and the City. Upon presentation for registration of transfer, the Trustee shall, as above provided and under such reasonable regulations as it may prescribe subject to the provisions hereof, register, or register the transfer of, the Bonds, or cause the same to be registered or cause the transfer of the same to be registered, on such books.

Section 2.10. Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof becomes due, if funds sufficient to pay such Bond shall be held by the Trustee for the benefit of the Owner thereof, all liability of the Authority to the Owner thereof for the payment of the principal amount of such Bond shall forthwith cease, determine, and be completely discharged and thereupon it shall be the duty of the Trustee to hold such funds (subject to Section 2.11 hereof), without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on, or with respect to, such Bond.

Section 2.11. Unclaimed Money. All money that the Trustee shall have received from any source and set aside for the purpose of paying any Bond shall be held in trust for the Owner of such Bond, but any money that shall be so set aside or deposited by the Trustee and that shall remain unclaimed by the Owner of such Bond for a period of one (1) year after the date on which any payment with respect to such Bond shall have become due and payable shall be paid to the Authority; provided, however, that the Trustee, before making any such payment, shall notify the Authority of such unclaimed moneys on deposit and then, at the expense of the Authority, cause notice to be mailed to the Owner of such Bond, by first-class mail, postage prepaid, not less than ninety (90) days prior to the date of such payment to the effect that said money has not been claimed and that after a date named therein any unclaimed balance of said money then remaining will be paid to the Authority. Thereafter, the Owner of such Bond shall, subject to any applicable escheat laws, look only to the Authority for payment and then only to

the extent of the amount so received without any interest thereon, and the Trustee and the Bond Insurer shall have no responsibility with respect to such money.

Section 2.12. Book-Entry System; Limited Obligation. Bonds of each maturity shall be initially issued and delivered in the book-entry bond form of a separate single fully registered Bond (which may be typewritten). Upon initial issuance and delivery, the ownership of each such book-entry Bond shall be registered in the Bond Register in the name of the Nominee of the Depository. Except as provided in Section 2.14 hereof, all of the Outstanding Bonds shall be registered in the Bond Register kept by the Trustee in the name of the Nominee and the Bonds may be transferred, in whole but not in part, only to the Depository, to a successor Depository or to another nominee of the Depository or of a successor Depository.

With respect to Bonds registered in the Bond Register in the name of the Nominee, the Authority, the City, and the Trustee shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds a beneficial interest in the Bonds. Without limiting the immediately preceding sentence, the Authority, the City, and the Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any beneficial ownership interest in the Bonds, (b) the delivery to any Participant, beneficial owner, or any other person, other than the Depository, of any notice with respect to the Bonds, including any Redemption Notice, (c) the selection by the Depository and the Participants of the beneficial interest in the Bonds to be redeemed in part, or (d) the payment to any Participant, beneficial owner, or any other person, other than the Depository, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The Authority, the City, and the Trustee may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute Owner of such Bond for the purpose of payment of principal of, premium, if any, on, and interest on such Bond, for the purpose of giving Redemption Notices and other notices with respect to such Bond, and for all other purposes whatsoever, including, without limitation, registering transfers with respect to the Bonds.

The Trustee shall pay all principal of, premium, if any, on, and interest on the Bonds only to or upon the order of the respective Bond Owners, as shown in the Bond Register kept by the Trustee, or their respective attorneys duly authorized in writing, and all such payments shall be valid hereunder with respect to payment of principal, premium, if any, and interest pursuant to this Trust Agreement. Upon delivery by the Depository to the Trustee, the Authority, and the City of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Trust Agreement shall refer to such new nominee of the Depository.

Section 2.13. Representation Letter. In order to qualify the Bonds for the Depository's book-entry system, the Authority Representative is hereby authorized to execute, countersign, and deliver on behalf of the Authority to such Depository a letter from the Authority representing such matters as shall be necessary to so qualify the Bonds (the "**Representation Letter**"). The execution and delivery of the Representation Letter shall not in any way limit the provisions of Section 2.12 hereof or in any other way impose upon the Authority any obligation whatsoever with respect to persons having beneficial interests in the Bonds other than the

Owners, as shown in the Bond Register kept by the Trustee. In the written acceptance by the Trustee of the Representation Letter, the Trustee shall agree, and hereby agrees, to take all actions necessary for all representations of the Trustee in the Representation Letter with respect to the Trustee to at all times be complied with. In addition to the execution and delivery of the Representation Letter, the Authority Representative and all other officers of the Authority, and their respective designees, each are hereby authorized to take any other actions, not inconsistent with this Trust Agreement, to qualify the Bonds for the Depository's book-entry program.

Section 2.14. Transfers Outside Book-Entry System. If at any time the Depository notifies the Authority, the Trustee, and the City that the Depository is unwilling or unable to continue as Depository with respect to the Bonds or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation and a successor Depository is not appointed by the Authority, at the direction of the City, within ninety (90) days after the Authority receives notice or becomes aware of such condition, as the case may be, Section 2.12 hereof shall no longer be applicable and the Authority shall execute and the Trustee shall authenticate and deliver the Bonds as provided below. In addition, the Authority, upon receipt of written directions from the City, may determine at any time that the Bonds shall no longer be represented by book-entry bonds and that the provisions of Section 2.12 hereof shall no longer apply to the Bonds. In any such event, the Authority shall execute and the Trustee shall authenticate and deliver the Bonds as provided below. Bonds authenticated and delivered in exchange for book-entry bonds pursuant to this Section 2.14 shall be registered in such names and delivered in such Authorized Denominations as the Depository, pursuant to instructions from the Participants or otherwise, shall instruct the Authority and the Trustee. The Trustee shall deliver such Bonds to the persons in whose names such Bonds are so registered.

If the Authority determines to replace the Depository with another qualified securities depository, the Authority shall prepare or cause to be prepared a new fully-registered book-entry bond for each maturity of the Bonds, registered in the name of such successor or substitute securities depository or its nominee, or make such other arrangements as are acceptable to the Authority, the Trustee, and such securities depository and not inconsistent with the terms of this Trust Agreement.

Section 2.15. Payments and Notices to the Nominee. Notwithstanding any other provision of this Trust Agreement to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to principal of, premium, if any, on, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.

Section 2.16. Initial Depository and Nominee. The initial Depository under this Trust Agreement shall be DTC. The initial Nominee shall be Cede & Co., as nominee of DTC.

ARTICLE III

FUNDS AND ACCOUNTS

Section 3.01. Application of Proceeds of Sale of the Bonds.

(a) Upon the receipt of payment for the Bonds when the same shall be sold to the original purchaser or purchasers thereof, the amount of \$_____ (representing \$[PRINCIPAL AMOUNT].00 of aggregate principal amount of the Bonds, [plus/less] a net original issue [premium/discount] of \$_____, less \$_____ of underwriter's discount, [CONFIRM:] less \$_____ transferred by the underwriter to the Bond Insurer to pay the Bond Insurance Policy premium) shall be applied as follows:

(i) The Trustee shall deposit \$_____ of the proceeds of the Bonds into the Costs of Issuance Fund;

(ii) The Trustee shall deposit \$_____ of the proceeds of the Bonds into the Project Fund; and

(iii) The Trustee shall transfer \$_____ of the proceeds of the Bonds to the Escrow Agent for deposit in the Escrow Fund.

(b) Pursuant to the 2003 Trust Agreement, the 2003 Trustee established, maintained, and held the following funds: (i) the "Costs of Issuance Fund" (the "**2003 Costs of Issuance Fund**"), (ii) the "Debt Service Fund" (the "**2003 Debt Service Fund**"), (iii) the "Reserve Fund" (the "**2003 Reserve Fund**"), (iv) the "Zions Bank Payment Fund" (the "**2003 Zions Bank Payment Fund**"), and (v) the "Rebate Fund" (the "**2003 Rebate Fund**"). On the Closing Date, the Authority shall direct the 2003 Trustee to apply all amounts held by the 2003 Trustee under the 2003 Indenture as follows:

(i) No amounts are held by the 2003 Trustee in the 2003 Costs of Issuance Fund or the 2003 Zions Bank Payment Fund;

(ii) The 2003 Trustee shall transfer \$68,285.00, constituting all amounts held in the 2003 Debt Service Fund, to the Escrow Agent for deposit in the Escrow Fund;

(iii) The reserve fund policy applicable to the 2003 Bonds shall be cancelled; no amounts are held by the 2003 Trustee in the 2003 Reserve Fund; and

(iv) The 2003 Trustee shall apply all amounts, if any, held in the 2003 Rebate Fund in accordance with the 2003 Trust Agreement.

Section 3.02. Establishment and Application of Costs of Issuance Fund.

There is hereby established in trust a special fund designated the "**Costs of Issuance Fund**," which shall be held by the Trustee and which shall be kept separate and apart from all other funds and moneys held by the Trustee. There shall be deposited in the Costs of Issuance Fund that portion of the proceeds of the Bonds required to be deposited therein pursuant to

Section 3.01 hereof and such other amounts as specified by the Authority. The Trustee shall disburse money from the Costs of Issuance Fund on such dates and in such amounts as are necessary to pay Costs of Issuance, in each case, promptly after receipt of, and in accordance with, a Written Request of the Authority in the form attached hereto as Exhibit B, together with invoices therefor. Each such Written Request of the Authority shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. Any amounts remaining in the Costs of Issuance Fund on the earlier of (i) six (6) months after the Closing Date, or (ii) the date on which the Authority has notified the Trustee in writing that all Costs of Issuance have been paid, shall be transferred to the Project Fund.

Section 3.03. Establishment and Application of Project Fund. There is hereby established in trust a special fund designated the “**Project Fund**,” which shall be held by the Trustee and which shall be kept separate and apart from all other funds and moneys held by the Trustee. There shall be deposited in the Project Fund that portion of the proceeds of the Bonds required to be deposited therein pursuant to Section 3.01 hereof and such other amounts as specified by the City. The Trustee shall disburse money from the Project Fund on such dates and in such amounts as are necessary to pay Project Costs, in each case, promptly after receipt of, and in accordance with, a written request of a City Representative in the form attached hereto as Exhibit C, together with invoices therefor. Upon receipt by the Trustee of written notice from the City that the Project has been completed and that all Project Costs payable from amounts in the Project Fund have been paid, any amounts then remaining in the Project Fund not encumbered or needed to pay Project Costs or to pay for other projects, as evidenced by a certificate of the City, shall be deposited by the Trustee in the Rebate Fund if the City has notified the Trustee such funds are needed to pay arbitrage rebate payments to the federal government and the balance shall be deposited in the Debt Service Fund for the payment of principal of and interest on the Bonds in accordance with Section 4.01(c) hereof. In no event will amounts in the Project Fund after the date three years from the Closing Date be invested at a yield in excess of the yield on the Bonds within the meaning of Section 148 of the Code and the regulations thereunder.

Section 3.04. Establishment and Application of Debt Service Fund. There is hereby established in trust a special fund designated as the “**Debt Service Fund**,” which shall be held by the Trustee and which shall be kept separate and apart from all other funds, accounts, and moneys held by the Trustee. The Debt Service Fund shall be maintained by the Trustee until all required Base Rental is paid in full pursuant to the terms of the Lease and this Trust Agreement is discharged in accordance with Section 10.01 hereof.

Except as otherwise provided in this paragraph, Base Rental and proceeds of rental interruption insurance with respect to the Property, if any, received by the Trustee shall be deposited in the Debt Service Fund. Any delinquent Base Rental payments and any proceeds of rental interruption insurance with respect to the Property deposited in the Debt Service Fund shall be applied first to the immediate payment of interest payments past due and then to the immediate payment of principal payments past due according to the tenor of any Bond. Any remaining money representing delinquent Base Rental payments and any proceeds of insurance shall remain on deposit in the Debt Service Fund to be applied in the manner provided herein.

Amounts, if any, transferred from the Costs of Issuance Fund to the Debt Service Fund shall constitute a credit against the portion of the Base Rental payments otherwise due and owing on the next applicable Interest Payment Date.

The Trustee shall pay from the Debt Service Fund on each Interest Payment Date an amount that, together with monies on deposit therein, equals the interest then due and the principal then due or required to be redeemed on such Interest Payment Date with respect to the Bonds, for payment of the Bonds in accordance with the terms of this Trust Agreement. Any amounts remaining in the Debt Service Fund on the day following an Interest Payment Date if the payments of interest or interest and principal have been paid shall be retained in the Debt Service Fund.

Any proceeds of insurance (other than rental interruption or workers' compensation insurance) or awards in respect of a taking under the power of eminent domain not required pursuant to the Lease to be used for repair, reconstruction, or replacement, and any other amounts provided for the redemption of Bonds in accordance with Section 3.09 and Section 3.10 hereof, shall be deposited by the Trustee in the Debt Service Fund. The Trustee shall, on the scheduled redemption date, withdraw from the Debt Service Fund and pay to the Owners entitled thereto an amount equal to the redemption price of the Bonds to be redeemed on such date for the payment of such redemption price in accordance with the terms of Section 4.01(b) this Trust Agreement.

Section 3.05. [RESERVED].

Section 3.06. Establishment and Application of Rebate Fund. A special fund is hereby created and designated the "**Rebate Fund**" to be held by the Trustee. The Authority shall comply with the requirements below and in the Tax Certificate. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust, for payment to the United States Treasury. All amounts on deposit in the Rebate Fund shall be governed by this Section and the Tax Certificate, unless the Authority obtains an opinion of Independent Counsel to the effect that certain specified requirements herein or therein no longer need to be satisfied.

(a) Computation. Prior to the end of the fifth Computation Year with respect to the Bonds, the Authority shall calculate or cause to be calculated the amount of rebatable arbitrage, in accordance with Section 148(f)(2) of the Code and Section 1.148-2 of the Treasury Regulations promulgated thereunder (taking into account any applicable exceptions with respect to the computation of the rebatable arbitrage, described, if applicable, in the Tax Certificate (e.g., the temporary investments exceptions of Section 148(f)(4)(B) and (C) of the Code), for this purpose treating the last day of said Computation Year as a computation date, within the meaning of Section 1.148-8(b) of the Treasury Regulations promulgated thereunder (the "**Rebatable Arbitrage**"). The Authority shall obtain expert advice as to the amount of the Rebatable Arbitrage to comply with this Section and the Tax Certificate.

(b) Transfer. Prior to the end of the fifth Computation Year with respect to the Bonds, upon the Authority's written direction, an amount shall be deposited to the Rebate Fund by the Trustee from any legally available funds, including the other funds and accounts established herein, so that the balance in the Rebate Fund shall equal the amount of Rebatable

Arbitrage so calculated in accordance with subsection (a) above of this Section 3.06. In the event that immediately following the transfer required by the previous sentence, the amount then on deposit to the credit of the Rebate Fund exceeds the amount required to be on deposit therein, upon written instructions from the Authority, the Trustee shall withdraw the excess from the Rebate Fund and then credit the excess to the Debt Service Fund.

(c) Payment to the Treasury. Upon receipt of a Written Request of the Authority, the Trustee shall pay to the United States Treasury, out of amounts in the Rebate Fund:

(i) Not later than sixty (60) days after the end of (A) the fifth Computation Year with respect to the Bonds, and (B) each applicable fifth Computation Year thereafter, an amount equal to at least ninety percent (90%) of the Rebateable Arbitrage calculated as of the end of such Computation Year; and

(ii) Not later than sixty (60) days after the payment of all the Bonds, an amount equal to one hundred percent (100%) of the Rebateable Arbitrage calculated as of the end of such applicable Computation Year, and any income attributable to the Rebateable Arbitrage, computed in accordance with Section 148(f) of the Code.

In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the Authority shall calculate or cause to be calculated the amount of such deficiency and deposit an amount received from any legally available source, including the other funds and accounts established herein, equal to such deficiency in the Rebate Fund prior to the time such payment is due. Each payment required to be made pursuant to this Section 3.06(c) shall be made to the Internal Revenue Service Center, Ogden, Utah 84201-0027 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, or shall be made in such other manner as provided under the Code.

(d) Disposition of Unexpended Funds. Any funds remaining in the Rebate Fund after redemption and payment of the Bonds and the payments described in Section 3.06(c) hereof may be transferred by the Trustee to the Authority at the written direction of the City Representative and utilized in any manner by the Authority.

(e) Survival of Defeasance. Notwithstanding anything in this Section 3.06 or this Trust Agreement to the contrary, the obligation to comply with the requirements of this Section 3.06 shall survive the defeasance of the Bonds.

(f) Trustee Responsible. The Trustee shall have no obligations or responsibilities under this Section other than to follow the written directions of an Authority Representative or a City Representative.

Section 3.07. Surplus. After (a) payment or redemption or provision for payment or redemption of all amounts due with respect to the Bonds as provided in Section 10.01 hereof, and payment of all fees, reimbursement amounts, and expenses of the Trustee and the Bond Insurer, and (b) the transfer of any additional amounts required to be deposited into the Rebate Fund pursuant to the written instructions from an Authority Representative or a City Representative in accordance with Section 3.06 hereof and the Tax

Certificate, any amounts remaining in any of the funds or accounts established hereunder (other than in the Rebate Fund) and not required for such purposes shall after payment of any amounts due to the Trustee and the Bond Insurer be remitted to the Authority and used for any lawful purpose.

Section 3.08. Additional Rental. In the event the Trustee receives Additional Rental pursuant to the Lease, such Additional Rental shall be applied by the Trustee solely to the payment of any costs in respect of which such Additional Rental was received, and shall not be commingled in any way with any other funds received by the Trustee pursuant to the Lease or this Trust Agreement.

Section 3.09. Repair or Replacement; Application of Insurance Proceeds and Condemnation Awards. If any portion of the Property shall be damaged or destroyed, or shall be taken by eminent domain proceedings, the City shall, as expeditiously as possible, continuously and diligently prosecute or cause to be prosecuted the repair or replacement thereof, unless the City elects not to repair or replace the Property in accordance with the provisions of this Section 3.09.

The proceeds of any insurance (other than any rental interruption or workers' compensation insurance), including the proceeds of any self-insurance fund and of any condemnation award, received on account of any damage, destruction, or taking of the Property or portion thereof shall as soon as possible be deposited with the Trustee and be held by the Trustee in the Insurance Proceeds Fund to be then established therefor and, to the extent necessary, shall be applied to the cost of repair or replacement of the Property or affected portion thereof upon receipt of a Written Request of the City. Pending such application, such proceeds shall be invested by the Trustee solely at the written direction of a City Representative in Permitted Investments that mature not later than such times moneys are expected to be needed to pay such costs of repair or replacement.

Notwithstanding the foregoing, a City Representative shall, within ninety (90) days of the occurrence of the event of damage, destruction, or taking, notify the Trustee in writing of whether the City intends to replace or repair the Property or the portions of the Property that were damaged or destroyed. If the City elects to replace or repair the Property or portions thereof, the City shall deposit with the Trustee the full amount of any insurance deductible to be credited to the Insurance Proceeds Fund.

If the damage, destruction, or taking was such that there resulted a substantial interference with the City's right to the use or possession of the Property or any portion thereof and an abatement of rental payments will result from such damage or destruction pursuant to Section 3.5 of the Lease, then the City shall be required either to (i) apply sufficient funds from the insurance proceeds, condemnation award, and other legally available funds to the replacement or repair of the Property or portions thereof that have been damaged, destroyed, or taken so that such Property or any portion thereof will be restored to its former condition and fair rental value, or (ii) transfer to the Debt Service Fund and apply sufficient funds from the insurance proceeds, condemnation award, and other legally available funds to the redemption, as set forth in Section 4.01(b) hereof, in full of all the Outstanding Bonds or all of those Outstanding Bonds that would have been payable from that portion of the Base Rental payments

that are abated as a result of the damage, destruction, or taking, such that the Base Rental payable on the remaining portions of the Property is sufficient to pay all principal and interest due with respect to the Bonds to remain Outstanding after such redemption. Any amounts received by the Trustee under this Section 3.09 in excess of the amount needed to either repair or replace a damaged, destroyed, or taken portion of the Property or to redeem Bonds shall be deposited in the Debt Service Fund.

Section 3.10. Title Insurance. Proceeds of any policy of title insurance received by the Trustee in respect of the Property shall be applied and disbursed by the Trustee as follows:

(a) If the Authority and the City (i) determine that the title defect giving rise to such proceeds has not materially affected the use and possession of the Property and will not result in an abatement of Base Rental payable by the City under the Lease, and (ii) have provided the Trustee with written evidence of such determination, such proceeds shall be remitted to the City.

(b) If the Authority and the City determine that such title defect will result in an abatement of Base Rental payable by the City under the Lease, then the Trustee shall immediately deposit such proceeds in the Debt Service Fund and such proceeds and any other legally available funds, if any, shall be applied to the redemption of Bonds in the manner specified in Section 4.01(b) hereof.

Section 3.11. Application of Amounts after Default by City. All damages or other payments received by the Trustee from the enforcement of any rights and powers of the Trustee under Section 12 of the Lease, after a default by the City thereunder or hereunder, shall be applied promptly to the payment of reasonable fees and expenses of the Trustee (including fees and expenses of counsel) pertaining to the performance of its powers and duties under this Trust Agreement and the remainder shall be deposited into the Debt Service Fund and applied in the manner specified herein.

Section 3.12. Held in Trust. The moneys and investments held by the Trustee hereunder are irrevocably held in trust for the purposes herein specified, and such moneys and investments, and any income or interest earned thereon, shall be expended only as provided herein, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of (i) the Authority, (ii) the City, (iii) the Trustee, (iv) any Owner, (v) any beneficial owner of the Bonds, or (vi) the Bond Insurer.

Section 3.13. Investments Authorized. Money held by the Trustee in any fund or account hereunder shall be invested by the Trustee in Permitted Investments pending application as provided herein, solely at the written direction of a City Representative, shall be registered in the name of the Trustee, as Trustee, and shall be held by the Trustee. The City shall direct the Trustee prior to 12:00 p.m. Los Angeles time on the last Business Day before the date on which a Permitted Investment matures or is redeemed as to the reinvestment of the proceeds thereof. In the absence of such direction, the Trustee shall invest in Permitted Investments described in clause (15) of the definition thereof. Money held in any fund or account hereunder may be commingled for purposes of investment only. The obligations in which moneys in the

said funds are invested shall mature on or prior to the date on which such moneys are estimated to be required to be paid out hereunder.

All Investment Earnings with respect to amounts in the Rebate Fund shall be retained therein. All Investment Earnings with respect to amounts in the Project Fund shall be retained therein. All Investment Earnings with respect to amounts in the Costs of Issuance Fund shall be retained therein. All Investment Earnings with respect to amounts in the Debt Service Fund shall be retained therein. The Trustee shall transfer all Investment Earnings on deposit in all other funds and accounts established hereunder to the Debt Service Fund. For purposes of determining the amount of deposit of Investment Earnings in any fund held hereunder, all Investment Earnings credited to such fund shall be valued at the cost thereof.

The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section 3.13, provided that the Trustee has given prior notice to the City of its intent to do so. The Trustee may act as principal or agent in the making or disposing of any investment. The Trustee may commingle moneys in funds and accounts for purposes of investment.

For the purpose of determining the amount in any fund or account hereunder all Permitted Investments shall be valued at the end of each month calculated in the manner as provided in the definition of Permitted Investments. The Trustee may sell, or present for redemption, any Permitted Investment purchased by the Trustee whenever it shall be necessary in order to provide money to meet any required payment, transfer, withdrawal, or disbursement from any fund or account hereunder, and the Trustee shall not be liable or responsible for any loss resulting from such investment or sale, except any loss resulting from its own negligence or willful misconduct.

The City and the Authority acknowledge that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grants the City and the Authority the right to receive brokerage confirmations of security transactions as they occur, the City and the Authority specifically waive receipt of such confirmations to the extent permitted by law. The Trustee will furnish the City and the Authority periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

Section 3.14. Reports. The Trustee shall furnish monthly to the Authority a report, which may be its customary account statements, of all investments made by the Trustee and of all amounts on deposit in each fund and account maintained hereunder.

Section 3.15. Pledge; Limited Obligation. The Lease, the Property Lease, the Base Rental payments, and the amounts on deposit from time to time in the funds and accounts established under this Trust Agreement (except for amounts on deposit in the Rebate Fund and the Project Fund) (collectively, the “**Pledged Assets**”) are hereby pledged and assigned to the timely payment of the principal of and interest on the Bonds. The Bonds are limited obligations of the Authority payable solely from the Pledged Assets.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.01. Redemption. The Bonds shall be subject to redemption prior to their stated maturities only as set forth below:

(a) **Optional Redemption.** The Bonds maturing on or before June 1, 20__, are not subject to optional redemption prior to their stated Principal Payment Dates. The Bonds maturing on or after June 1, 20__, are subject to optional redemption prior to maturity on or after June 1, 20__, at the option of the City, as a whole or in part on any Business Day, at a redemption price equal to the principal amount of Bonds to be redeemed, without premium, plus accrued but unpaid interest to the redemption date, from amounts deposited with the Trustee by the City in furtherance of the exercise of the City's option to purchase the Authority's right, title, and interest in the Property or a Component thereof in accordance with Section 15 of the Lease and from any other funds available therefor.

(b) **Extraordinary Redemption From Insurance or Condemnation Proceeds.** The Bonds are subject to extraordinary redemption prior to maturity in whole or in part on any date, at a redemption price equal to the principal amount thereof plus accrued but unpaid interest to the redemption date, without premium, in an amount equal to the proceeds of insurance or condemnation awards or other amounts deposited in the Debt Service Fund pursuant to Section 3.09 or 3.10 hereof.

(c) **Mandatory Redemption from Excess Moneys in Project Fund.** The Bonds are subject to mandatory redemption prior to maturity in whole or in part on any date, in integral multiples of \$5,000, at a redemption price equal to the principal amount thereof plus accrued but unpaid interest to the redemption date, without premium, from moneys transferred from the Project Fund to the Debt Service Fund pursuant to Section 3.03 hereof.

(d) **Mandatory Sinking Account Redemption.**

(i) The Bonds maturing on June 1, 20__, are subject to redemption prior to their stated Principal Payment Dates, in part, from Mandatory Sinking Account Payments, on the first Business Day of each June, commencing June 1, 20__, at the principal thereof plus accrued interest thereon to the date fixed for redemption, without premium. The principal amount of such Bonds to be so prepaid and the dates therefor shall be as follows:

June 1 of the Year	Principal Amount
20__	\$
20__	

(ii) The Bonds maturing on June 1, 2029, are subject to redemption prior to their stated Principal Payment Dates, in part, from Mandatory Sinking Account Payments, on the first Business Day of each June, commencing June 1, 202_, at the principal

thereof plus accrued interest thereon to the date fixed for redemption, without premium. The principal amount of such Bonds to be so prepaid and the dates therefor shall be as follows:

<u>June 1</u> <u>of the Year</u>	<u>Principal</u> <u>Amount</u>
202	\$
2029	

The amount of each redemption required by this subsection (d) shall be reduced proportionately in the event and to the extent of any and all redemptions of Bonds pursuant to this Section 4.01 other than this subsection (d).

Section 4.02. Selection of Bonds for Redemption. Whenever provision (other than Section 4.01(d)) is made in this Trust Agreement for the redemption of Bonds and less than all Outstanding Bonds shall be called for redemption, the Trustee shall select Bonds for redemption pro rata among maturities, such that substantially equal debt service results for the remaining years of the Lease Term and such that Base Rental to become due in each remaining year of the Lease Term shall be as nearly equal as possible to Base Rental to come due in every other such year. For the purposes of determining the redemption of Bonds pursuant to this Section 4.02, the Bonds shall be deemed to mature in the amounts and on the dates set forth in the table in Section 4.01(d) hereof. The principal amount of the Bonds subject to Mandatory Sinking Account Payments pursuant to Section 4.01(d) hereof shall be reduced in each of the years by the principal amount of the Bonds required to be redeemed in such years pursuant to Section 4.01(a), 4.01(b), or 4.01(c) hereof, as applicable. The Trustee shall select Bonds within each maturity for redemption by lot. The Trustee shall promptly notify the City and the Authority in writing of the Bonds so selected for redemption. Redemption by lot shall be in such manner as the Trustee shall determine; provided, however, that the portion of any Bond to be redeemed shall be in an Authorized Denomination.

Section 4.03. Notice of Redemption. When redemption is authorized or required pursuant to Section 4.01 hereof, the Trustee shall give notice (the “**Redemption Notice**”), at the expense of the City, of the redemption of the Bonds; provided, however, that neither failure of any Owner to receive a Redemption Notice nor any defect in a Redemption Notice shall affect the sufficiency of the proceedings for the redemption of Bonds. Notice of the optional or extraordinary redemption of Bonds, other than any notice that refers to Bonds that are to be redeemed from proceeds of a refunding bond issue or from amounts to be provided by the Bond Insurer in its discretion, may be given only if sufficient funds have been deposited with the Trustee to pay the applicable redemption price of the Bonds to be redeemed. The Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) that are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of any paying agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) if less than all Outstanding Bonds are to be redeemed, the numbers of the Bonds of the maturities to be redeemed in whole or in part and, in any case, the principal amount of Bonds of each maturity to be redeemed in whole or in part, and (g) the original issue date, interest rate, and stated maturity date of each Bond to be redeemed in whole or in part. The Redemption Notice shall further state that on the specified date there shall become due and

payable upon each Bond or portion thereof being redeemed the redemption price, together with interest accrued thereon to the redemption date, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

The Trustee shall take the following actions with respect to each Redemption Notice:

(a) At least thirty (30) but not more than sixty (60) days prior to the redemption date, the Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by first-class mail, postage prepaid, at their addresses appearing on the Bond Register as of the close of business on the day before the Redemption Notice is given.

(b) At least thirty (30) but not more than sixty (60) days before the redemption date, the Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) confirmed facsimile transmission, or (iii) overnight delivery service, to each of the Securities Depositories.

(c) At least thirty (30) but not more than sixty (60) days before the redemption date, the Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.

Upon the occurrence of any contingent or other unscheduled Bond redemption hereunder, notice thereof shall be given to the MSRB pursuant to and in accordance with the Continuing Disclosure Agreement.

Section 4.04. Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Authority shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the City, a new Bond or Bonds of the same maturity date and interest rate and of Authorized Denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the Authority and the Trustee shall be released and discharged thereupon from all liability to the extent of such payment.

Section 4.05. Effect of Notice of Redemption. Notice of redemption having been given as provided in Section 4.03 hereof, and the money for the redemption (including accrued interest to the redemption date) having been set aside in the Debt Service Fund prior to the giving of such notice as provided in Section 4.03 hereof (except as otherwise permitted under Section 4.03 hereof), the Bonds to be redeemed shall become due and payable on such redemption date.

If, on such redemption date, money for the redemption of all of the Bonds to be redeemed, together with accrued interest to such redemption date, shall be held by the Trustee so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given to the Owners as provided in Section 4.03 hereof, then from and after such redemption date interest with respect to the Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Trustee for the redemption of Bonds shall be held in trust, without liability for interest thereon, for the account of the Owners of the Bonds to be redeemed.

On each such redemption date, the Authority shall recompute the principal amount of Base Rental to become due in each remaining year of the Lease following redemption of the Bonds to be redeemed and shall notify the City in writing of the recomputed principal amount of such Base Rental.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Article IV shall be canceled upon surrender thereof and destroyed.

Section 4.06. Bonds No Longer Outstanding. When any Bond (or portion thereof), which has been duly called for redemption prior to maturity under the provisions of this Trust Agreement, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Trustee, in form satisfactory to it, and sufficient money shall be held by the Trustee irrevocably in trust for the payment of the redemption price of such Bond, or portion thereof, and accrued interest with respect thereto to the date fixed for redemption, all as provided in this Trust Agreement, then such Bond (or portion thereof) shall no longer be deemed Outstanding under the provisions of this Trust Agreement. If the Authority shall otherwise acquire any Bond by purchase or otherwise, such Bond shall no longer be deemed Outstanding and shall be surrendered to the Trustee for cancellation.

ARTICLE V

THE TRUSTEE

Section 5.01. Compensation of Trustee. The Authority shall, from time to time, on demand, pay to the Trustee reasonable compensation for its services and shall reimburse the Trustee for all its reasonable advances and expenditures, including but not limited to advances to and fees and expenses of independent appraisers, accountants, consultants, counsel, agents, and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder. To the extent permitted by law, compensation and reimbursement to the Trustee shall not be limited by any statutory provisions that limit compensation to trustees of express trusts.

Section 5.02. Removal of Trustee. The City may at any time, provided no event of default has occurred and is continuing, or the Owners of a majority in aggregate principal amount of all Bonds then Outstanding, at any time, may by Written Request of the City, for any reason, remove the Trustee and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall be a bank, national banking association, or trust company in good standing located in or incorporated under the laws of the State, duly authorized to exercise trust powers, having (or be a member of a bank holding company system with a bank holding company that has) a combined capital (exclusive of borrowed capital) and surplus of at least \$75,000,000, shall be subject to supervision or examination by federal or state banking authority. If such bank, national banking association, or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then, for the purposes of this Section 5.02, the combined capital and surplus of such bank, national banking association,

or trust company shall be deemed to be its combined capital and surplus set forth in its most recent report of condition so published. Any removal of the Trustee shall become effective upon acceptance of appointment by the successor Trustee.

Section 5.03. Resignation of Trustee. The Trustee or any successor may at any time resign by giving not less than sixty (60) days' prior written notice to the Authority, the Bond Insurer, and the City and by giving mailed notice to the Owners of its intention to resign and of the proposed date of resignation.

Upon receiving such notice of resignation, the City shall promptly appoint a successor Trustee by an instrument in writing; provided, however, that in the event the City fails to appoint a successor Trustee within sixty (60) days following receipt of such written notice of resignation, the resigning Trustee may petition the appropriate court having jurisdiction to appoint a successor. Any resignation of the Trustee shall become effective upon acceptance of appointment by the successor Trustee.

Any successor Trustee approved by the City or any court shall satisfy the qualifications set forth in Section 5.02 hereof.

Section 5.04. Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion, or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business (provided such company is eligible under Section 5.02 hereof), shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 5.05. Protection and Rights of the Trustee. The Trustee shall, prior to an event of default, and after the curing or waiving of all events of default that may have occurred, perform such duties and only such duties as are specifically set forth in this Trust Agreement. The Trustee shall, during the existence of any event of default (which has not been cured or waived), exercise such of the rights and powers vested in it by this Trust Agreement and the Trustee shall use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. The Trustee shall be protected and shall incur no liability in acting upon or processing in good faith any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition, or other paper or document that it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, and the Trustee shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee may consult with counsel, who may or may not be counsel to the Authority or the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith reliance thereon.

Notwithstanding any other provision of this Trust Agreement, in determining whether the rights of the Owners of the Bonds will be adversely affected by any action taken pursuant to the terms and provisions of this Trust Agreement, the Trustee shall consider the effect on the Owners of the Bonds as if there were no Bond Insurance Policy.

Subject to Section 8.03(c) hereof, the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the written direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or relating to the exercise of any trust or power conferred upon the Trustee under this Trust Agreement.

Except as otherwise expressly provided herein, the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants, or agreements herein or of any of the documents executed in connection with the Bonds, or as to the existence of a default or event of default thereunder.

Whenever in the administration of its duties under this Trust Agreement the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved and established by a Certificate of the Authority or Certificate of the City and such certificate shall be full warranty to the Trustee for any action taken or suffered under the provisions of this Trust Agreement in good faith reliance thereon, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

The Trustee may become an Owner or a pledgee of any Bonds with the same rights it would have if it were not the Trustee; may acquire and dispose of bonds or other evidences of indebtedness of the Authority and enforce its rights as owner thereof to the same extent as if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners, whether or not such committee shall represent the Owners of a majority in aggregate principal amount of the Bonds then Outstanding.

The recitals, statements, and representations by the Authority or the City contained in this Trust Agreement or in the Bonds shall be taken and construed as made by and on the part of the Authority or the City, as applicable, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any such recital, statement, or representation. The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, shall not be liable for the acts or omissions of such attorneys, agents, or receivers appointed with due care, and shall be entitled to advice of counsel concerning all matters of trust and concerning its duties hereunder.

No provision of this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties hereunder

or in the exercise of any of its rights or powers if the repayment of such funds, or adequate indemnity against such risk or liability, is not reasonably assured to it.

The Trustee agrees to accept and act upon facsimile transmission of written instructions or directions pursuant to this Trust Agreement, provided, however, that (i) subsequent to such facsimile transmission of written instructions or directions the Trustee shall forthwith receive the originally executed instructions or directions and (ii) such originally executed instructions or directions shall be signed by a City Representative or an Authority Representative, as applicable.

The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay (“**unavoidable delay**”) in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the Project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event or occurrence beyond the control of the Trustee.

The Trustee shall have no responsibility or liability with respect to any information, statements, or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

Section 5.06. Indemnity; Limited Liability of the Trustee.

(a) The recitals of facts herein and in the Bonds contained shall be taken as statements of the Authority or the City, as applicable, and the Trustee assumes no responsibility for the correctness of the same, and makes no representations as to the validity or sufficiency of this Trust Agreement, the Lease, or of the Bonds, and shall incur no responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Trustee may become the Owner of Bonds with the same rights it would have if it were not Trustee or and, to the extent permitted by law, may act as depositary for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners, whether or not such committee shall represent the Owners of a majority in aggregate amount of Bonds then Outstanding.

(b) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless the Trustee shall have been negligent in ascertaining the pertinent facts.

(c) The Trustee shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Trust Agreement, except for actions arising from the negligence or intentional misconduct of the Trustee. The permissive right of the Trustee to do things enumerated hereunder shall not be construed as a mandatory duty.

(d) The Trustee shall not be deemed to have knowledge of any event of default hereunder, except with respect to defaults described in Section 8.01(a) hereof pertaining to defaults under subsections (i) and (ii) of Section 12(a) of the Lease, unless and until it shall have actual knowledge thereof, or shall have received written notice thereof at the Principal Office of the Trustee. Except as otherwise expressly provided herein, the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants, or agreements herein or of any of the documents executed in connection with the Bonds, or as to the existence of an event of default hereunder or thereunder. The Trustee shall not be responsible for the validity or effectiveness of any collateral given to or held by it.

(e) The Authority further covenants and agrees to indemnify and save the Trustee and its officers, directors, agents, and employees, harmless against any loss, expense, and liabilities that it may incur arising out of or in the exercise and performance of its powers and duties hereunder, including the reasonable costs and expenses of defending against any claim of liability, but excluding all losses, expenses, and liabilities that are due to the negligence or willful misconduct of the Trustee, its officers, directors, agents, or employees. The obligations of the Authority under this Section shall survive the resignation or removal of the Trustee or the defeasance of the Bonds under this Trust Agreement.

Section 5.07. Trustee to Act as Set Forth Herein. The Trustee has the power to receive, to hold in accordance with the terms hereof, and to disburse the money to be paid pursuant to the Lease and this Trust Agreement. The Trustee has no power to vary, alter, or substitute the Lease or the corpus of any trust created hereby or pursuant to the Lease or this Trust Agreement at any time.

Section 5.08. Paying Agents. The Trustee is hereby appointed as paying agent for the Bonds. The Trustee, upon written consent of the Authority, may appoint such other paying agents with respect to the Bonds as it may deem advisable. Any paying agent appointed shall be a bank, national banking association, or trust company, having a combined capital (exclusive of borrowed capital) and surplus of at least \$75,000,000 and shall be subject to supervision by federal or state banking authorities.

Section 5.09. Appointment of Co-Trustee or Agent. It is the purpose of this Trust Agreement that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in the case of litigation under this Trust Agreement, and in particular in case of the enforcement of the rights of the Trustee on default, or in the case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights, or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action that may be desirable or necessary in connection therewith, it may be necessary that the Trustee

appoint an additional individual or institution as a separate co-trustee. The following provisions of this Section 5.09 are adopted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest, and lien expressed or intended by this Trust Agreement to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee, but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights, and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any instrument in writing from the Authority be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties, and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged, and delivered by the Authority. In case any separate trustee or co-trustee, or a successor to either, shall become incapable of acting, resign, or be removed, all the estates, properties, rights, powers, trusts, duties, and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

In addition to the appointment of a co-trustee hereunder, the Trustee may, at the expense and with the prior written consent of the Authority, appoint any agent of the Trustee in Los Angeles, California, Minneapolis, Minnesota, or at such other location as may be designated by the Trustee and approved by the Authority, for the purpose of administering the transfers or exchanges of Bonds or for the performance of any other responsibilities of the Trustee hereunder.

ARTICLE VI

AMENDMENTS

Section 6.01. Amendments to Trust Agreement.

(a) Except as set forth in Section 6.01(b) hereof, this Trust Agreement may be amended only in writing by agreement among the City, the Authority, and the Trustee and the approval in writing by the Owners of a majority in aggregate principal amount of Bonds then Outstanding. In addition, no such modification or amendment shall (i) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Authority to pay the principal, interest, or redemption premium (if any) at the time and place and at the rate and in the currency provided therein of any Bond without the express written consent of the Owner of such Bond, (ii) reduce the percentage of Bonds required for the written consent to any such amendment or modification, or (iii) without its written consent thereto, modify any of the rights or obligations of the Trustee or the Bond Insurer, as applicable.

(b) Notwithstanding Section 6.01(a) hereof, this Trust Agreement and the rights and obligations provided hereby may also be modified or amended at any time without the consent of any Owners upon the written agreement of the City, the Authority, and the Trustee, with written notice to the Bond Insurer, but only (1) for the purpose of curing any ambiguity or omission relating thereto, or of curing, correcting, or supplementing any defective provision contained in this Trust Agreement, (2) in regard to questions arising under this Trust Agreement that the City, the Authority, and the Trustee may deem necessary or desirable and not inconsistent with this Trust Agreement and that shall not adversely affect the interests of the Owners of the Bonds then Outstanding or the Bond Insurer, (3) to qualify this Trust Agreement under the Trust Indenture Act of 1939, as amended, or corresponding provisions of Federal laws from time to time in effect, or (4) for any other reason, provided such modification or amendment does not adversely affect the interests of the Owners of the Bonds then Outstanding; provided that the City, the Authority, and the Trustee may rely in entering into any such amendment or modification hereof upon the opinion of Independent Counsel stating that the requirements of this sentence have been met with respect to such amendment or modification. No amendment shall impair the right of any Owner to receive principal and interest in accordance with the terms of such Owner's Bond.

(c) The Trustee may in its discretion, but shall not be obligated to, enter into any such amendment authorized by subsections (a) or (b) of this Section that adversely affects the Trustee's own rights, duties, or immunities under this Trust Agreement or otherwise.

(d) The Bond Insurer reserves the right to charge the Authority or the City a fee for any consent or amendment to this Trust Agreement while the Bond Insurance Policy is outstanding, so long as the Bond Insurer is not in default in its payment obligations under the Bond Insurance Policy.

Section 6.02. Amendments to Lease or Property Lease. The Lease or the Property Lease may be amended in writing by agreement between the Authority and the City with the consent of the Trustee, but no such amendment shall become effective as to the Owners unless and until approved in writing by the Owners of a majority in aggregate principal amount of Bonds then Outstanding. Notwithstanding the foregoing, the Lease or the Property Lease and the rights and obligations provided thereby may also be modified or amended at any time, with notice to the Bond Insurer, without the consent of any Owners, upon the written agreement of the City and the Authority, but only (1) for the purpose of curing any ambiguity or omission relating thereto, or of curing, correcting, or supplementing any defective provision contained in the Lease or the Property Lease, (2) in regard to questions arising under the Lease or the Property Lease that the City and the Authority may deem necessary or desirable and not inconsistent with the Lease or the Property Lease, as applicable, and that shall not adversely affect the interests of the Owners of the Bonds then Outstanding or the Bond Insurer, (3) to effect any substitution of the Property or any portion thereof in accordance with Section 7 of the Lease or Section 7 of the Property Lease, or (4) for any other reason, provided such modification or amendment does not adversely affect the interests of the Owners of the Bonds then Outstanding or the Bond Insurer; provided that the City and the Authority may rely in entering into any such amendment or modification thereof, upon the opinion of Independent Counsel stating that the requirements of this sentence have been met with respect to such amendment or modification. No such amendment shall (i) reduce the percentage of Bonds required for the written consent to any such

amendment or modification, (ii) without its written consent thereto, modify any of the rights or obligations of the Trustee or the Bond Insurer, as applicable, or (iii) impair the right of any Owner to receive principal and interest in accordance with the terms of such Owner's Bond.

Section 6.03. Amendment by Mutual Consent; Notice. The provisions of this Article shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds. Copies of any modification or amendment to this Trust Agreement, the Property Lease, or the Lease shall be also sent to S&P at least fifteen (15) days prior to the effective date thereof.

ARTICLE VII

COVENANTS

Section 7.01. Authority and City to Perform Pursuant to Property Lease and Lease. The Authority and the City covenant and agree with the Owners to perform all obligations and duties imposed under the Lease and the Property Lease.

Section 7.02. Extension of Payment of Bonds. The Authority shall not directly or indirectly extend the dates upon which the Base Rental payments are required to be paid or prepaid, or the time of payment of interest with respect thereto. Nothing herein shall be deemed to limit the right of the Authority or the City to issue any securities for the purpose of providing funds for the redemption of the Bonds and such issuance shall not be deemed to constitute an extension of the maturity of the Bonds.

Section 7.03. Offices for Servicing Bonds. The Authority (itself or via one or more agents) shall at all times maintain one or more offices or agencies where Bonds may be presented for payment, and shall at all times maintain one or more agencies where Bonds may be presented for registration of transfer or exchange, and where notices, demands, and other documents may be served upon the Authority in respect of the Bonds.

Section 7.04. Access to Books and Records. The Trustee shall, at all reasonable times and upon reasonable notice, have access to those books and records of the Authority and the City that may be reasonably required by the Trustee to fulfill its duties and obligations hereunder.

Section 7.05. General. The Authority and the City shall do and perform or cause to be done and performed all respective acts and things required to be done or performed by or on behalf of the Authority or the City, respectively, under the provisions of this Trust Agreement.

The Authority and the City certify that, upon the date of execution and delivery of any of the Bonds, all things, conditions, and acts required by the Constitution and laws of the State and this Trust Agreement to exist, to have happened, and to have been performed precedent to and in the execution and the delivery of such Bonds do exist, have happened, and have been performed in due time, form, and manner, as required by law.

Section 7.06. Tax Matters. Each of the Authority and the City covenants as follows:

(a) Private Activity. Neither the Authority nor the City shall take any action or refrain from taking any action or make any use of the proceeds of the Bonds or of any other moneys or property that would cause any Bond to be a “private activity bond” within the meaning of Section 141 of the Code.

(b) Arbitrage. Neither the Authority nor the City shall make any use of the proceeds of the Bonds or of any other amounts or property, regardless of the source, or take any action or refrain from taking any action that will cause any Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code.

(c) Federal Guaranty. Neither the Authority nor the City shall make any use of the proceeds of the Bonds or take or omit to take any action that would cause any Bond to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(d) Information Reporting. The Authority and the City shall take or cause to be taken all necessary action to comply with the informational reporting requirement of Section 149(e) of the Code.

(e) Hedge Bonds. Neither the Authority nor the City shall make any use of the proceeds of the Bonds or any other amounts or property, regardless of the source, or take any action or refrain from taking any action that would cause the Bonds to be considered “hedge bonds” within the meaning of Section 149(g) of the Code unless the Authority or the City, as applicable, takes all necessary action to assure compliance with the requirements of Section 149(g) of the Code.

(f) Miscellaneous. Neither the Authority nor the City shall take any action or refrain from taking any action inconsistent with its expectations stated in the Tax Certificate executed by the Authority and the City in connection with the issuance of the Bonds and each shall comply with the covenants and requirements stated therein and incorporated by reference herein.

(g) Taxable Bonds. This Section and the covenants set forth herein shall not be applicable to, and nothing contained herein shall be deemed to prevent the Authority or the City from issuing, bonds, the interest on which has been determined by the Authority or the City, as applicable, to be subject to federal income taxation.

Section 7.07. Performance. Each of the Authority and the City shall faithfully observe all covenants and other provisions contained in this Trust Agreement, in each Bond issued and delivered hereunder, and in the Lease and the Property Lease. Except as provided herein and in the Lease, neither the Authority nor the City shall agree to any amendment to the Lease that would either lengthen the term thereof or reduce the amount of Base Rental or Additional Rental payable thereunder, or change the time or times of payment of such Base Rental or Additional Rental, or agree to any other amendment detrimental to the rights of the Owners or the Bond Insurer.

Section 7.08. Prosecution and Defense of Suits. The Authority and the City shall promptly take such action as may be necessary to cure any defect in the title to the Property or any part thereof, whether now existing or hereafter occurring, and shall prosecute and defend all such suits, actions, and all other proceedings as may be appropriate for such purpose.

Section 7.09. Further Assurances. The Authority and the City will make, execute, and deliver any and all such further resolutions, instruments, and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement, and for the better assuring and confirming to the Owners and the Bond Insurer the rights and benefits provided herein.

Section 7.10. Street Access. So long as Bonds are Outstanding, the Authority and the City shall take or cause to be taken all necessary action to assure adequate street access to and from all Components of the Property.

Section 7.11. Continuing Disclosure. The Authority and the Trustee hereby covenant and agree that they shall each comply with and carry out their respective obligations under the Continuing Disclosure Agreement. The City hereby covenants and agrees to provide to the Authority all information regarding the City requested by the Authority or otherwise necessary to enable the Authority to comply with and carry out the Authority's obligations under the Continuing Disclosure Agreement. Notwithstanding any other provision of this Trust Agreement, failure of the Authority or the Trustee to comply with the Continuing Disclosure Agreement shall not be considered an event of default hereunder; however, the Trustee may (and, at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds, shall), or any Owner or Beneficial Owner, may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority or the Trustee, as the case may be, to comply with its obligations under this Section. For purposes of this Section, "**Beneficial Owner**" means any person that (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories, or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 7.12. Observance of Laws and Regulations. The Authority, the City, and the Trustee will faithfully comply with, keep, observe, and perform all valid and lawful obligations or regulations now or hereafter imposed on them by contract, or prescribed by any law of the United States of America or of the State of California, or by any officer, board, or commission having jurisdiction or control, as a condition of the continued enjoyment of each and every franchise, right, or privilege now owned or hereafter acquired by them, including their right to exist and carry on their respective businesses, to the end that such franchises, rights, and privileges shall be maintained and preserved and shall not become abandoned, forfeited, or in any manner impaired.

Section 7.13. Other Liens. So long as any Bonds are Outstanding, none of the Trustee, the Authority, or the City shall create or suffer to be created any pledge of or lien on the amounts on deposit in any of the funds or accounts created hereunder, other than the pledge and

lien hereof. The City, the Authority, and the Trustee shall not encumber the Property other than in accordance with the Property Lease, the Lease Agreement, and this Trust Agreement.

Section 7.14. Recordation. The City will record, or cause to be recorded, with the appropriate county recorder, the Lease Agreement and the Property Lease, or memoranda thereof.

ARTICLE VIII

EVENTS OF DEFAULT

Section 8.01. Events of Default Defined. Each of the following shall be an “event of default” under this Trust Agreement and the terms “events of default” and “default” shall mean, whenever they are used in this Trust Agreement, any one or more of the following events:

(a) An event of default shall have occurred under Section 12(a) of the Lease; provided, however, no effect shall be given to payments made under the Bond Insurance Policy in determining whether an event of default exists under this Section 8.01(a).

(b) Failure by the Authority or the City to observe and perform any covenant, condition, or agreement on its part to be observed or performed under this Trust Agreement or the Lease, other than such failure as may constitute an event of default under clause (a) of this Section 8.01, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the Authority and the City by the Trustee or the Bond Insurer or to the Authority, the City, and the Trustee by the Bond Insurer, so long as the Bond Insurer is not in default in its payment obligations under the Bond Insurance Policy, or by the Owners of not less than a majority in aggregate principal amount of Bonds then Outstanding, or if the failure stated in the notice cannot be corrected within such 30-day period, then the grace period under this Section 8.01(b) shall not extend for more than sixty (60) days without the prior written consent of the Bond Insurer, so long as the Bond Insurer is not in default in its payment obligations under the Bond Insurance Policy.

Section 8.02. Notice of Events of Default. In the event that an event of default has occurred and is continuing hereunder, the Trustee shall give notice of such default to the Owners. Such notice shall state that an event of default has occurred and is continuing hereunder and shall provide a brief description of such default. The Trustee in its discretion may withhold notice if it deems it in the best interests of the Owners. The notice provided for in this Section 8.02 shall be given by first-class mail, postage prepaid, to the Owners within thirty (30) days of such occurrence of default.

Section 8.03. Remedies on Default.

(a) Upon the occurrence and continuance of any event of default specified hereunder, the Trustee may, and shall, at the written direction of the Owners of a majority in aggregate principal amount of the Bonds at the time Outstanding, proceed to exercise the

remedies set forth in Sections 12(b) and 12(c) of the Lease or available to the Trustee hereunder. Upon the occurrence and continuance of an event of default under the Trust Agreement that would require the Bond Insurer to make payments with respect to the Bonds under the Bond Insurance Policy, the Bond Insurer and its designated agent shall be provided with access to inspect and copy the Bond Register held by the Trustee.

(b) In addition to the remedies set forth in Section 8.03(a) hereof and upon the occurrence and continuance of any event of default specified in Section 8.01 hereof, the Trustee may, and shall, at the written direction of the Owners of a majority in aggregate principal amount of the Bonds at the time Outstanding, after receiving indemnification satisfactory to it, proceed to protect and enforce the rights vested in Owners by this Trust Agreement by appropriate judicial proceedings or proceedings as the Trustee deems most effectual. The provisions of this Trust Agreement and all resolutions or orders in the proceedings for the issuance of the Bonds shall constitute a contract with the Owners of the Bonds, and such contract may be enforced by any Owner by mandamus, injunction, or other applicable legal action, suit, proceeding, or other remedy.

(c) Upon an event of default and prior to the curing thereof, the Trustee shall exercise the rights and remedies vested in it by this Trust Agreement with the same degree of care and skill as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

Section 8.04. Collection of Base Rental Payments. The Trustee shall take any appropriate action to cause the City to pay any Base Rental payment not paid when due, upon written request and authorization by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding and unpaid, and upon being satisfactorily indemnified against any expense and liability with respect thereto and receiving payment for its fees and expenses.

Section 8.05. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Trust Agreement and the Lease, or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee or the Owners to exercise any remedy reserved to it or them, it shall not be necessary to give any notice other than such notice as may be required in this Article VIII or by law.

Remedies provided in this Trust Agreement shall be cumulative with respect to the Trustee, the Bond Insurer, and the Owners. If any remedial action is discontinued or abandoned, the Authority, the City, the Trustee, the Bond Insurer, and the Owners shall be restored to their former positions.

Section 8.06. No Additional Waiver Implied by One Waiver. In the event any provision contained in this Trust Agreement should be breached by a party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 8.07. Action by Owners. In the event the Trustee fails to take any action to eliminate an event of default under Section 12 of the Lease or hereunder, the Owners of a majority in aggregate principal amount of Bonds then Outstanding may institute any suit, action, mandamus, or other proceeding in equity or at law for the protection or enforcement of any right under the Lease and this Trust Agreement, but only if such Owners shall have first made written request of the Trustee after the right to exercise such powers or right of action shall have arisen, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted therein or otherwise granted by law or to institute such action, suit, or proceeding in its name, and unless, also, the Trustee shall have been offered reasonable security and indemnity against the costs, expenses, and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time.

Section 8.08. Application of Moneys. Any moneys received by the Trustee pursuant to this Article VIII, together with any moneys that upon the occurrence of an event of default hereunder are held by the Trustee in any of the funds hereunder (other than the Rebate Fund and other than moneys held for Bonds not presented for payment) shall, after payment of reasonable fees and expenses of the Trustee, and the reasonable fees and expenses of its counsel pertaining to the performance of its powers and duties under this Trust Agreement, be applied to the payment of the whole amount then owing and unpaid with respect to the Outstanding Bonds for principal, premium, if any, and interest, and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid on the Bonds, to the payment of the principal, premium, if any, and interest then due and unpaid upon the Outstanding Bonds without preference or priority of any of principal, premium, or interest over the others or of any installment of interest, or of any Outstanding Bond over any other Outstanding Bond, ratably, according to the amounts due respectively for principal, premium, and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective amounts of interest specified in the Outstanding Bonds.

Whenever moneys are to be applied pursuant to the provisions of this Section 8.08, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. The Trustee shall give, by mailing by first class mail as it may deem appropriate, such notice of the deposit with it of any such moneys.

ARTICLE IX

LIMITATION OF LIABILITY

Section 9.01. No Liability of Authority or City for Trustee Performance. Neither the Authority nor the City shall have any obligation or liability to any of the other parties or to the Owners with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement, including the distribution of principal of and interest on the Bonds to the Owners.

Section 9.02. No Liability of Trustee for Base Rental Payments by City.

Except as provided herein, the Trustee shall not have any obligation or liability to the Owners with respect to the payment of the Base Rental by the City when due, or with respect to the performance by the City of any other covenant made by it in the Lease.

Section 9.03. No Liability of Authority or City Except as Stated.

Except for the performance by the Authority of its obligations and duties as expressly set forth in the Lease and this Trust Agreement, the Authority shall have no obligation or liability to the Trustee or the Owners, including, without limitation, the Authority shall have no liability with respect to the payment when due of Base Rental and Additional Rental by the City. Except for (i) the payment of Base Rental and Additional Rental when due in accordance with the terms of the Lease, and (ii) the performance by the City of its obligations and duties as expressly set forth in the Lease and this Trust Agreement, the City shall have no obligation or liability to the Trustee or the Owners.

Section 9.04. Limited Liability of Trustee.

The Trustee shall not have any obligation or responsibility for providing information to the Owners concerning the investment quality of the Bonds, for the sufficiency or collection of any Base Rental, or for the actions or representations of any other party to this Trust Agreement. The Trustee shall not have any obligation or liability to any of the other parties hereto or to the Owners with respect to the failure or refusal of any other party hereto to perform any covenant or agreement made by it under this Trust Agreement or the Lease, but shall be responsible solely for the performance of the duties expressly imposed upon it hereunder. The recitals of facts, covenants, and agreements contained herein and in the Bonds shall be taken as statements, covenants, and agreements of the Authority or the City, as applicable, and the Trustee assumes no responsibility for the correctness of the same and makes no representation as to the validity or sufficiency of this Trust Agreement, the Lease, or the Bonds, or as to the value of or title to the Property, and shall not incur any responsibility in respect thereof, other than in connection with the duties or obligations herein assigned to or imposed upon it. The provisions of this paragraph shall survive the resignation or removal of the Trustee or the defeasance of the Bonds.

Section 9.05. Limitation of Rights.

Nothing in this Trust Agreement or in the Bonds expressed or implied is intended or shall be construed to give any person other than the City, the Trustee, the Authority, the Bond Insurer, and the Owners any legal or equitable right, remedy, or claim under or in respect of this Trust Agreement or any covenant, condition, or provision hereof; and all such covenants, conditions, and provisions are and shall be for the sole and exclusive benefit of the City, the Trustee, the Authority, the Bond Insurer, and such Owners.

ARTICLE X

MISCELLANEOUS

Section 10.01. Defeasance.

(a) If the Authority shall pay or cause to be paid or there shall otherwise be paid to the Owners of any Outstanding Bonds the interest thereon, the principal thereof, and the

redemption premiums, if any, thereon at the times and in the manner stipulated herein and therein, then the Owners of such Bonds shall cease to be entitled to the pledge of the Pledged Assets as provided herein, and all agreements, covenants, and other obligations of the Authority to the Owners of such Bonds hereunder shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the Authority all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the Authority all money or securities held by it pursuant hereto that are not required for the payment of the interest on, principal of, and redemption premiums, if any, on such Bonds.

Subject to the provisions of the above paragraph, when any of the Bonds shall have been paid and if, at the time of such payment, the Authority and the City, as applicable, shall have kept, performed, and observed all the covenants and promises in such Bonds and in this Trust Agreement required or contemplated to be kept, performed, and observed by the Authority or the City, as applicable, or on its part on or prior to that time, then this Trust Agreement shall be considered to have been discharged in respect of such Bonds and such Bonds shall cease to be entitled to the lien of this Trust Agreement and such lien and all covenants, agreements, and other obligations of the Authority and the City hereunder shall cease, terminate, become void, and be completely discharged as to such Bonds.

Notwithstanding the satisfaction and discharge of this Trust Agreement or the discharge of this Trust Agreement in respect of any Bonds, those provisions of this Trust Agreement relating to the maturity of the Bonds, interest payments and dates thereof, exchange and transfer of Bonds, replacement of mutilated, destroyed, lost, or stolen Bonds, the safekeeping and cancellation of Bonds, nonpresentment of Bonds, and the duties of the Trustee in connection with all of the foregoing, remain in effect and shall be binding upon the Trustee and the Owners of the Bonds and the Trustee shall continue to be obligated to hold in trust any moneys or investments then held by the Trustee for the payment of the principal of, redemption premium, if any, on, and interest on the Bonds, to pay to the Owners of Bonds the funds so held by the Trustee as and when such payment becomes due. Notwithstanding the satisfaction and discharge of this Trust Agreement or the discharge of this Trust Agreement in respect of any Bonds, those provisions of this Trust Agreement contained in Section 5.01 hereof relating to the compensation of the Trustee shall remain in effect and shall be binding upon the Trustee and the Authority.

(b) Any Outstanding Bonds shall prior to the maturity date or redemption date thereof be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this Section if (1) in case any of such Bonds are to be redeemed on any date prior to their maturity date, the Authority shall have given to the Trustee in form satisfactory to it irrevocable instructions to mail, on a date in accordance with the provisions of Section 4.03 hereof, a Redemption Notice for such Bonds on said redemption date, such Redemption Notice to be given in accordance with Section 4.03 hereof, (2) there shall have been deposited with the Trustee either (A) money in an amount that shall be sufficient or (B)(i) non callable direct obligations of the United States of America ("Treasuries"), (ii) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the

custodian may be obligated, (iii) subject to the prior written consent of the Bond Insurer, pre refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, or (iv) subject to the prior written consent of the Bond Insurer, securities eligible for "AAA" defeasance under then existing criteria of S&P, or any combination thereof, or (v) any such other obligations or securities as shall be approved in writing by the Bond Insurer, the interest on and principal of which when paid will provide money that, together with the money, if any, deposited with the Trustee at the same time, shall, as verified by an independent certified public accountant, be sufficient to pay when due the interest to become due on such Bonds on and prior to the maturity date or redemption date thereof, as the case may be, and the principal of and redemption premiums, if any, on such Bonds, (3) in the event such Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the Authority shall have given the Trustee in form satisfactory to it irrevocable instructions to mail as soon as practicable, a notice to the Owners of such Bonds and the Bond Insurer that the deposit required by clause (2) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Section and stating the maturity date or redemption date upon which money is to be available for the payment of the principal of and redemption premiums, if any, on such Bonds, and (4) in the case of Bonds subject to the book-entry system, the Trustee shall give notice to the Depository of the redemption of all or part of such Bonds on the date proceeds or other funds are deposited in escrow with respect to Bonds. Nothing in this Section 10.01(b) shall preclude redemptions pursuant to Section 4.01 hereof.

(c) After the payment of all the interest of and principal on all Outstanding Bonds as provided in this Section, the Trustee shall execute and deliver to the City and the Authority all such instruments as may be necessary or desirable to evidence the discharge and satisfaction of the Trust Agreement, and the Trustee shall pay over or deliver to the Authority all moneys or securities held by it pursuant hereto that are not required for the payment of the interest and principal represented by such Bonds. Notwithstanding the discharge and satisfaction of this Trust Agreement, Owners of Bonds shall thereafter be entitled to payments due under the Bonds pursuant to the Lease, but only from amounts deposited pursuant to this Section 10.01 and from no other source.

(d) **[INCLUDE IF BOND INSURANCE IS PURCHASED:]** As a precondition to the defeasance of the Bonds pursuant to subsection (b) above, the Authority shall cause to be delivered: (i) a report of an independent certified public accountant acceptable to the Bond Insurer verifying the sufficiency of the escrow established to pay the Bonds in full on the maturity or redemption date (the "**Verification Report**"); (ii) an escrow deposit agreement that shall be acceptable in form and substance to the Bond Insurer; and (iii) an opinion of Independent Counsel to the effect that the Bonds are no longer Outstanding. Each such Verification Report and opinion of Independent Counsel shall be acceptable in form and substance to the Authority and shall be addressed to the Authority, the Trustee, and the Bond Insurer, and final drafts of such documents shall be provided to the Bond Insurer not less than five Business Days prior to the funding of the escrows.

(e) **[INCLUDE IF BOND INSURANCE IS PURCHASED:]** Notwithstanding anything herein to the contrary, in the event that the principal and/or interest due with respect to the Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Bonds shall remain Outstanding for all purposes, not be defeased or otherwise

satisfied, and not be considered paid by the Authority, and the assignment and pledge of the Pledged Assets and all covenants, agreements, and other obligations of the Authority to the Owners of the Bonds shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such Owners of Bonds.

Section 10.02. Records. Until three (3) years following the full payment of principal and interest due with respect to the Bonds, the Trustee shall keep complete and accurate records of all money received and disbursed under this Trust Agreement, which records shall be available for inspection by the Authority, the City, and by any Owner, or the agent of any of them, at reasonable times during regular business hours and upon reasonable prior written notice.

Section 10.03. Notices. All notices, requests, demands, and other communications under this Trust Agreement by any person shall be in writing (unless otherwise specified herein) and shall be sufficiently given on the date of service if served personally upon the person to whom notice is to be given or on receipt if sent by courier or if mailed, by first-class mail or by registered or certified mail, postage prepaid, and properly addressed as follows:

If to the City:	City of Oxnard 300 West Third Street Oxnard, California 93030 Attention: Chief Financial Officer Fax: (805) 385-7466
If to the Authority:	City of Oxnard Financing Authority c/o City of Oxnard 300 West Third Street Oxnard, California 93030 Attention: Controller Fax: (805) 385-7466
If to the Trustee:	Wells Fargo Bank, National Association 707 Wilshire Blvd., 17 th Floor Los Angeles, California 90017 Attention: Corporate Trust Fax: (213) 614-3355
If to the Bond Insurer:	[NAME] [ADDRESS] [CITY, STATE, ZIP CODE] Attention: _____ Re: Policy No. _____ Telephone: _____ Fax: _____

If to S&P: Standard & Poor's Ratings Services
55 Water Street, 38th Floor
New York, NY 10041
Attention: Public Finance Surveillance Group
Fax: (212) 438-2157

If to any Owner: to its address as indicated in the Bond Register

or to such other address or addresses as any such person shall have designated to the others by notice given in accordance with the provisions of this Section 10.03.

The Authority shall cause to be given to S&P notice of any substitution of the Trustee, any material change in this Trust Agreement or the Lease, and any redemption or defeasance of any or all of the Outstanding Bonds.

Any notice that is required to be given to an Owner of an Bond or to the Trustee pursuant to this Trust Agreement shall also be provided to the Bond Insurer.

Section 10.04. Governing Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State.

Section 10.05. Partial Invalidity. Any provision of this Trust Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Trust Agreement.

Section 10.06. Binding Effect; Successors; Parties Interested Herein. This Trust Agreement shall be binding upon and shall inure to the benefit of the parties hereto and the Owners and their respective successors and assigns. Whenever in this Trust Agreement any party is named or referred to, such reference shall be deemed to include such party's successors or assigns, and all covenants and agreements contained in this Trust Agreement by or on behalf of any party hereto shall bind and inure to the benefit of such party's successors and assigns whether so expressed or not.

Nothing in this Trust Agreement, expressed or implied, is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the Authority, the City, the Trustee, the Bond Insurer, and the Owners of the Bonds, any right, remedy, or claim under or by reason of this Trust Agreement or any covenant, condition, or stipulation hereof, and all covenants, stipulations, promises, and agreements in this Trust Agreement contained by and on behalf of the Authority or the City shall be for the sole and exclusive benefit of the Authority, the City, the Trustee, the Bond Insurer, and the Owners of the Bonds.

Section 10.07. Execution in Counterparts. This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 10.08. Headings. The headings or titles of the several Articles and Sections hereof, and the table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect of this Trust Agreement.

Unless the context requires otherwise, all references herein to "Articles," "Sections," and other subdivisions are to the corresponding Articles, Sections, or subdivisions of this Trust Agreement and the words "hereby," "herein," "hereof," "hereto," "herewith," "hereunder," and other words of similar import refer to this Trust Agreement as a whole and not to any particular article, section, subdivision, or clause hereof.

Section 10.09. Disqualified Bonds. In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent, or waiver under this Trust Agreement, Bonds that are owned or held by or for the account of the Authority or the City (but excluding Bonds held in any employees' retirement fund) shall be disregarded and deemed not to be Outstanding for the purpose of any such determination; provided, however, that for the purpose of determining whether the Trustee shall be protected in relying on any such demand, request, direction, consent, or waiver, only Bonds that the Trustee knows to be so owned or held shall be disregarded. Upon request of the Trustee, the City or the Authority, as applicable, shall specify in a certificate to the Trustee those Bonds disqualified pursuant to this Section and the Trustee may conclusively rely on such certificate.

Section 10.10. Waiver of Personal Liability. Notwithstanding anything contained herein to the contrary, no member, officer, or employee of the Authority or the City shall be individually or personally liable for the payment of any moneys, including without limitation, the interest of or principal on the Bonds, but nothing contained herein shall relieve any member, officer, or employee of the Authority or the City from the performance of any official duty provided by any applicable provisions of law or by the Property Lease, the Lease, or hereby.

ARTICLE XI

PROVISIONS RELATING TO THE BOND INSURER AND THE BOND INSURANCE POLICY

Section 11.01. Payment Procedure Pursuant to the Bond Insurance Policy.
[TO COME]

Section 11.02. Bond Insurer as Third-Party Beneficiary. To the extent that this Trust Agreement confers upon or gives or grants to the Bond Insurer any right, remedy, or claim under or by reason of this Trust Agreement, the Bond Insurer is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right remedy or claim conferred, given, or granted hereunder.

Section 11.03. Miscellaneous Bond Insurer Provisions.

(a) Notwithstanding anything herein or in the Lease to the contrary and so long as the Bond Insurer is not then in default under the Bond Insurance Policy, the Bond Insurer shall be deemed to be the sole holder of the Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the

Bonds are entitled to take pursuant to this Trust Agreement or the Lease pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Trustee.

(b) The Bond Insurer shall, to the extent it makes any payment of principal of or interest on the Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Bond Insurance Policy. Each obligation of the Authority to the Bond Insurer under this Trust Agreement, the Lease, and the Property Lease shall survive discharge or termination of this Trust Agreement, the Lease, or the Property Lease.

(c) The City shall pay or reimburse the Bond Insurer any and all charges, fees, costs, and expenses that the Bond Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense, or preservation of any rights or security in this Trust Agreement, the Lease, or the Property Lease; (ii) the pursuit of any remedies under this Trust Agreement, the Lease, or the Property Lease or otherwise afforded by law or equity, (iii) any amendment, waiver, or other action with respect to, or related to, this Trust Agreement, the Lease, or the Property Lease whether or not executed or completed, or (iv) any litigation or other dispute in connection with this Trust Agreement, the Lease, or the Property Lease or the transactions contemplated thereby, other than costs resulting from the failure of the Bond Insurer to honor its obligations under the Bond Insurance Policy. The Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver, or consent proposed in respect of this Trust Agreement, the Lease, and the Property Lease.

(d) The rights granted to the Bond Insurer under this Trust Agreement, the Lease, or the Property Lease to request, consent to, or direct any action are rights granted to the Bond Insurer in consideration of its issuance of the Bond Insurance Policy. Any exercise by the Bond Insurer of such rights is merely an exercise of the Bond Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Owners of the Bonds and such action does not evidence any position of the Bond Insurer, affirmative or negative, as to whether the consent of the Owners of the Bonds or any other person is required in addition to the consent of the Bond Insurer.

(e) The Bond Insurer shall be entitled to pay principal of or interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Bond Insurance Policy) and any amounts due on the Bonds as a result of acceleration of the maturity thereof in accordance with this Trust Agreement, whether or not the Bond Insurer has received a Notice of Nonpayment (as such terms are defined in the Insurance Policy) or a claim upon the Bond Insurance Policy.

(f) The Authority and the City will permit the Bond Insurer to discuss the affairs, finances, and accounts of the Authority and the City or any information the Bond Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Authority and the City and will use commercially reasonable efforts to enable the Bond Insurer to have access to the facilities, books, and records of the Authority and the City on any Business Day upon reasonable prior notice.

(g) The Trustee shall notify the Bond Insurer of any failure of the Authority or the City to provide notices, certificates, and other information under this Trust Agreement, the Lease, or the Property Lease.

Section 11.04. Notices/Information to be Given to Bond Insurer. The Bond Insurer shall be provided with the following information by the Authority, the City, or the Trustee, as the case may be: **[TO COME]**

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

IN WITNESS WHEREOF, the parties have executed this Trust Agreement effective the date first above written.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee

By _____
Vice President

CITY OF OXNARD FINANCING AUTHORITY

By _____
Tim Flynn, Chairman

ATTEST:

By _____
Daniel Martinez, Secretary

CITY OF OXNARD

By _____
Tim Flynn, Mayor

ATTEST:

By _____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

By _____
Stephen M. Fischer,
Interim City Attorney and
Interim Authority General Counsel

APPROVED AS TO CONTENT:

By _____
James Cameron,
City Chief Financial Officer and
Authority Controller

EXHIBIT A

FORM OF BOND

CITY OF OXNARD FINANCING AUTHORITY
LEASE REVENUE PROJECT AND REFUNDING BONDS, SERIES 2014

No.: _____ \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
____%	June 1, 20__	November __, 2014	

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF OXNARD FINANCING AUTHORITY, a public body, corporate and politic, organized and existing under the laws of the State of California (the "Authority"), for value received, hereby promises to pay to the registered owner specified above, or registered assigns, on the maturity date identified above, the principal amount identified above.

This Bond has been executed by the Authority and authenticated and delivered by the Trustee pursuant to the terms of the Trust Agreement, dated as of November 1, 2014 (the "Trust Agreement"), by and among the Authority, the City of Oxnard (the "City"), and Wells Fargo Bank, National Association, as trustee (the "Trustee"). This Bond is one of a duly authorized issue of bonds of the Authority designated as its "City of Oxnard Financing Authority Lease Revenue Project and Refunding Bonds, Series 2014" (the "Bonds"), issued in the aggregate principal amount of \$[PRINCIPAL AMOUNT]. The Bonds are issued under and are equally and ratably secured and entitled to the protection given by the Trust Agreement and the provisions of the Marks-Roos Local Bond Pooling Act of 1985 of the State of California, Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code, as amended and supplemented. Reference is hereby made to the Lease, as defined below, and the Trust Agreement (copies of which are on file at the aforesaid offices of the Trustee) for a description of the terms on which the Bonds are delivered, and the rights thereunder of the registered owners of the Bonds and the rights, duties, and immunities of the Trustee and the rights and obligations of the City under the Lease, to all of the provisions of which the registered owner of this Bond, by acceptance hereof, assents and agrees. Capitalized terms used but not defined in this Bond shall have the respective meanings assigned to such terms in the Trust Agreement.

Interest with respect to this Bond shall be payable on each June 1 and December 1 commencing on June 1, 2015 (each, an "Interest Payment Date"). Interest with respect to this Bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof, unless such date of authentication is after a Record Date (as hereinafter defined) and on or prior to the immediately following Interest Payment Date, in which event interest with respect

hereto shall be payable from such following Interest Payment Date or, unless such date of authentication is on or prior to the first Record Date, in which event interest shall be payable from November __, 2014; provided, however, that if at the time of authentication of this Bond, interest with respect hereto is in default, interest with respect hereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available. The term "Record Date" means the close of business on the fifteenth day of the month immediately preceding any Interest Payment Date.

The principal of this Bond shall be payable, subject to prior optional and mandatory redemption, including, without limitation, mandatory sinking account payments payable with respect to the Bonds on the Maturity Date (each a "Principal Payment Date"). The interest on the Bonds shall be payable on each Interest Payment Date by check or draft mailed by the Trustee to the respective Owners of the Bonds as of the Record Date for such Interest Payment Date at their addresses shown on the books required to be kept by the Trustee pursuant to the provisions of the Trust Agreement. Payments of defaulted interest with respect to any Bond shall be paid by check or draft to the Owner as of a special record date to be fixed by the Trustee, notice of which special record date shall be mailed to the Owner of the Bond not less than ten (10) days prior thereto. The principal of and premium, if any, on the Bonds shall be payable upon presentation and surrender thereof at maturity or on redemption prior thereto at the principal corporate trust office of the Trustee in Los Angeles, California, Minneapolis, Minnesota, or at such other location as may be designated by the Trustee.

Interest with respect to this Bond shall be payable on each Interest Payment Date to the Owner hereof as of the close of business on the Record Date. Interest shall be paid by check or draft of the Trustee, sent to the Owner by first-class mail, postage prepaid, at his address as it appears on the Bond Register; provided, however, that the Owner of \$1,000,000 or more in aggregate principal amount represented by the Bonds may request in writing that the Trustee pay the interest represented by such Bonds by wire transfer and the Trustee shall comply with such request for all Interest Payment Dates following the fifteenth (15th) day after receipt of such request. Payments of defaulted interest shall be paid by check or draft to the Owners as of a special record date to be fixed by the Trustee, notice of which special record date shall be mailed to the Owners not less than ten (10) days prior thereto.

Interest on the Bonds shall be computed on the basis of a 360 day year of twelve 30 day months. Payment shall be made on each Interest Payment Date for unpaid interest accrued to but not including such Interest Payment Date.

The Bonds are authorized to be executed and delivered in the form of fully registered Bonds in denominations of \$5,000 or any integral multiple thereof (each an "Authorized Denomination").

The City and the Authority have entered into a Master Lease and Option to Purchase, dated as of November 1, 2014 (the "Lease"), for the purpose of leasing certain facilities (the "Property") in connection with the performance of the City's governmental functions. The Authority has assigned certain of its right, title, and interest in and to the Lease, including the right to receive Base Rental payments made thereunder, to the Trustee, pursuant to the Trust Agreement.

The City is required under the Lease to pay Base Rental from any source of legally available funds. The City has covenanted in the Lease to make the necessary annual appropriations for such purpose. Base Rental is required to be deposited with the Trustee five (5) Business Days prior to each Interest Payment Date, for application to the Debt Service Fund established pursuant to the Trust Agreement. In the event any date of deposit is not a Business Day, such deposit shall be made on the next succeeding Business Day. The Authority has pledged all amounts on deposit from time to time in the funds and accounts established pursuant to the Trust Agreement (other than in the Rebate Fund) to the payment of all Bonds.

The obligation of the City to pay Base Rental does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. The obligation of the City to pay Base Rental does not constitute an indebtedness of the City, the State, or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction. The City's obligation to pay Base Rental shall be abated during any period in which, by reason of material damage, destruction, condemnation, or title defect, there is substantial interference with the use and possession of the Property or any portion thereof. Failure of the City to pay Base Rental during any such period of abatement shall not constitute a default under the Lease, the Trust Agreement or this Bond.

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement may be amended by the parties thereto with the written consent of the Owners of a majority in aggregate principal amount of the Bonds then outstanding. The Trust Agreement may be amended without such consent under certain circumstances; provided that the interests of the Owners of the Bonds are not adversely affected. No amendment shall impair the right of any Owner to receive in any case principal and interest in accordance with the terms of such Owner's Bond.

This Bond is transferable by the Owner thereof, in person or by his attorney duly authorized in writing, at the principal corporate trust office of the Trustee in Los Angeles, California, Minneapolis, Minnesota, or at such other location as may be designated by the Trustee, on the books required to be kept by the Trustee pursuant to the provisions of the Trust Agreement, but only in the manner, subject to the limitations, and upon payment of the charges provided in the Trust Agreement upon surrender of this Bond for cancellation accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Trustee. The Trustee may treat the Owner of any Bond as the absolute owner of such Bond for all purposes, whether or not such Bond shall be overdue, and the Trustee shall not be affected by any knowledge or notice to the contrary; and payment of the interest and principal represented by such Bond shall be made only to such Owner, which payments shall be valid and effectual to satisfy and discharge the liability represented by such Bond to the extent of the sum or sums so paid.

Whenever this Bond shall be surrendered for transfer or exchange, the Trustee shall execute and deliver a new Bond or Bonds representing the same principal amount. The Trustee shall not be required to register the transfer or exchange of any Bond during a period beginning at the opening of business fifteen (15) days before the date such Bonds are selected for

redemption and the date any Bonds are to be redeemed or any Bond selected for redemption, except for the portion of any Bond redeemed only in part that remains Outstanding.

The Bonds maturing on or before June 1, 20__, are not subject to optional redemption prior to their stated Principal Payment Dates. The Bonds maturing on or after June 1, 20__, are subject to optional redemption prior to maturity on or after June 1, 20__, at the option of the City, as a whole or in part on any Business Day, at a redemption price equal to the principal amount of Bonds to be redeemed, without premium, plus accrued but unpaid interest to the redemption date, from amounts deposited with the Trustee by the City in furtherance of the exercise of the City's option to purchase the Authority's right, title, and interest in the Property or a Component thereof in accordance with the Lease and from any other funds available therefor.

The Bonds are subject to extraordinary redemption prior to maturity in whole or in part on any date, at a redemption price equal to the principal amount thereof plus accrued but unpaid interest to the redemption date, without premium, in an amount equal to the proceeds of insurance or condemnation awards or other amounts deposited in the Debt Service Fund.

The Bonds are subject to mandatory redemption prior to maturity in whole or in part on any date, at a redemption price equal to the principal amount thereof plus accrued but unpaid interest to the redemption date, without premium, from moneys transferred from the Project Fund to the Debt Service Fund pursuant to Trust Agreement.

The Bonds maturing on June 1, 20__, are subject to redemption prior to their stated Principal Payment Dates, in part, from Mandatory Sinking Account Payments, on the first Business Day of each June, commencing June 1, 20__, at the principal thereof plus accrued interest thereon to the date fixed for redemption, without premium. The principal amount of such Bonds to be so prepaid and the dates therefor shall be as follows:

<u>June 1</u> <u>of the Year</u>	<u>Principal</u> <u>Amount</u>
20__	\$
20__	

The Bonds maturing on June 1, 2029, are subject to redemption prior to their stated Principal Payment Dates, in part, from Mandatory Sinking Account Payments, on the first Business Day of each June, commencing June 1, 202_, at the principal thereof plus accrued interest thereon to the date fixed for redemption, without premium. The principal amount of such Bonds to be so prepaid and the dates therefor shall be as follows:

<u>June 1</u> <u>of the Year</u>	<u>Principal</u> <u>Amount</u>
202_	\$
2029	

The amount of the Mandatory Sinking Account Payments shall be reduced proportionately in the event and to the extent of any and all other redemptions of Bonds.

Whenever less than all the Outstanding Bonds are to be redeemed on any one date, the Trustee shall select the Bonds to be redeemed according to the provisions of the Trust Agreement, and the Trustee shall promptly notify the City and the Authority in writing of the numbers of the Bonds so selected for redemption on such date. For purposes of such selection, any Bond may be prepaid in part in Authorized Denominations.

Notice of any redemption shall be given to the respective Owners of Bonds designated for redemption at their addresses appearing on the registration books of the Trustee as of the close of business on the day before such notice is given. The Trustee shall give notice by first-class mail, postage prepaid, at least 30 days but not more than 60 days prior to the redemption date to such Owners. Such notice shall set forth, in the case of each Bond to be redeemed only in part, the portion of the principal thereof which is to be redeemed. Neither failure to receive such notice nor any defect in any notice so given shall affect the sufficiency of the proceedings for the redemption of such Bonds.

If this Bond is called for redemption and the principal amount of this Bond plus accrued interest due with respect hereto are duly provided therefor as specified in the Trust Agreement, then interest shall cease to accrue with respect hereto from and after the date fixed for redemption.

The Trust Agreement provides that the occurrences of certain events constitute Events of Default. Subject to certain limitations, the Trustee or the Owners of not less than a majority in aggregate principal amount represented by the Bonds at the time Outstanding shall be entitled to take whatever action at law or in equity may appear necessary or desirable to enforce its rights as assignee.

The Trustee has no obligation or liability to the Owners to make payments of principal or interest with respect to the Bonds, except from amounts on deposit for such purposes with the Trustee. The Trustee's sole obligations are to administer for the benefit of the Owners the various funds and accounts established under the Trust Agreement and, to the extent provided in the Trust Agreement, to enforce the rights of the Authority under the Lease.

This Bond shall not be entitled to any benefit under the Trust Agreement or become valid for any purpose until it has been duly executed by the Authority and authenticated and delivered by the Trustee.

THE AUTHORITY AND THE CITY HAVE CERTIFIED, RECITED, AND DECLARED that all things, conditions, and acts required by the Constitution and laws of the State and the Trust Agreement to exist, to have happened, and to have been performed precedent to and in the execution and the delivery of this Bond, do exist, have happened, and have been performed in due time, form, and manner, as required by law.

IN WITNESS WHEREOF, the City of Oxnard Financing Authority has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Chairman and attested to by the manual or facsimile signature of its Secretary, and has caused this Bond to be dated as of the dated date set forth above.

CITY OF OXNARD FINANCING AUTHORITY

By: _____
Chairman

Attest:

Secretary

CERTIFICATE OF AUTHENTICATION AND
REGISTRATION

This is one of the Bonds described in the within mentioned Trust Agreement that has been authenticated and registered on November __, 2014.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Signatory

STATEMENT OF INSURANCE

[TO COME, IF APPLICABLE]

[FORM OF ASSIGNMENT TO BONDS]

For value received, the undersigned hereby sells, assigns, and transfers unto

(name, address, and social security number or other identifying number) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTE: The signature to this Assignment must correspond with the name as written upon the face of the bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

NOTICE: The signature must be guaranteed by an eligible guarantor institution.

EXHIBIT B

WRITTEN REQUEST OF THE AUTHORITY
FOR DISBURSEMENT OF COSTS OF ISSUANCE

Wells Fargo Bank, National Association
707 Wilshire Boulevard, 17th Floor
Los Angeles, California 90017
Attention: Corporate Trust Department

SUBJECT: City of Oxnard Financing Authority
Lease Revenue Project and Refunding Bonds, Series 2014

Requisition No.: _____

Ladies and Gentlemen:

You, as Trustee under that certain Trust Agreement, dated as of November 1, 2014 (the “**Trust Agreement**”), among you, the City of Oxnard, and the City of Oxnard Financing Authority, which Trust Agreement authorized the issuance and sale of the above-referenced Bonds, are hereby requested to pay from the Costs of Issuance Fund established pursuant to the Trust Agreement to the respective persons or entities designated on Schedule A attached hereto and by this reference incorporated herein, the respective sums set forth on said Schedule A. Each obligation, item of cost, or expense included in this Written Request is a Cost of Issuance (as defined in the Trust Agreement), has been properly incurred and is a proper charge against the Costs of Issuance Fund and has not been the basis of any previous withdrawal and the payment of such obligation, cost, or expense will not cause the balance remaining in the Costs of Issuance Fund after such payment to be less than the amount necessary to pay the remaining estimated Costs of Issuance to be paid from the Costs of Issuance Fund.

Dated: _____

CITY OF OXNARD FINANCING AUTHORITY

By: _____
Controller

EXHIBIT C

WRITTEN REQUEST OF THE CITY
FOR DISBURSEMENT OF PROJECT COSTS

Wells Fargo Bank, National Association
707 Wilshire Boulevard, 17th Floor
Los Angeles, CA 90017
Attention: Corporate Trust Department

SUBJECT: City of Oxnard Financing Authority
Lease Revenue Project and Refunding Bonds, Series 2014

Requisition No.: _____

Ladies and Gentlemen:

You, as Trustee under that certain Trust Agreement, dated as of November 1, 2014 (the “Trust Agreement”), among you, the City of Oxnard, and the City of Oxnard Financing Authority, which Trust Agreement authorized the issuance and sale of the above-referenced Bonds, are hereby requested to pay from the Project Fund established pursuant to the Trust Agreement to the respective persons or entities designated on Schedule A attached hereto and by this reference incorporated herein, the respective sums set forth on said Schedule A. Each obligation, item of cost, or expense included in this Written Request is a Project Cost (as defined in the Trust Agreement), has been properly incurred and is a proper charge against the Project Fund and has not been the basis of any previous withdrawal and the payment of such obligation, cost, or expense will not cause the balance remaining in the Project Fund after such payment to be less than the amount necessary to pay the remaining estimated Project Costs to be paid from the Project Fund. Attached hereto is a bill or statement of account for each such obligation.

The undersigned hereby certifies that there has not been filed with or served upon the City or the Authority notice or any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the persons named in this Written Request that has not been released or will not be released simultaneously with the payment of such obligation.

Dated: _____

CITY OF OXNARD

By: _____
Chief Financial Officer

EXHIBIT D

DESCRIPTION OF PROJECT

The project consists of the construction, improvement, and resurfacing of certain streets and roadways within certain residential neighborhoods within the City of Oxnard identified as follows:

	<u>Approximate Cost</u>
Hobson Park West Neighborhood Resurfacing	\$ 1.4 million
La Colonia Neighborhood Resurfacing Phase 2	\$ 3.2 million
Redwood Neighborhood Resurfacing	\$ 2.0 million
Pleasant Valley Estates Neighborhood Resurfacing	\$ 3.1 million
La Colonia Neighborhood Resurfacing Phase 3	\$ 2.5 million
Fremont North Neighborhood Resurfacing	\$ 1.7 million
College Estates Neighborhood Resurfacing	\$ 1.8 million
Sierra Linda Neighborhood Resurfacing	\$ 3.3 million
Orchard Park Neighborhood Resurfacing	\$ 1.6 million
South Bank Neighborhood Resurfacing	\$ 1.6 million
Rio Lindo Neighborhood Resurfacing	\$ 2.9 million
Windsor North River Ridge Neighborhood Resurfacing	\$ 2.3 million
Bryce Canyon South Neighborhood Resurfacing	\$ 1.3 million
Channel Islands Neighborhood Resurfacing	<u>\$ 2.0 million</u>
Total	\$30.7 million

EXHIBIT E

PERMITTED INVESTMENTS

(1) Direct obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America ("U.S. Government Securities").

(2) Direct obligations¹ of the following federal agencies which are fully guaranteed by the full faith and credit of the United States of America:

- (a) Export-Import Bank of the United States - Direct obligations and fully guaranteed certificates of beneficial interest
- (b) Federal Housing Administration - debentures
- (c) General Services Administration - participation certificates
- (d) Government National Mortgage Association ("GNMAs") - guaranteed mortgage-backed securities and guaranteed participation certificates
- (e) Small Business Administration - guaranteed participation certificates and guaranteed pool certificates
- (f) U.S. Department of Housing & Urban Development - local authority bonds
- (g) U.S. Maritime Administration - guaranteed Title XI financings
- (h) Washington Metropolitan Area Transit Authority - guaranteed transit bonds

(3) Direct obligations¹ of the following federal agencies which are not fully guaranteed by the faith and credit of the United States of America:

- (a) Federal National Mortgage Association ("FNMA") - senior debt obligations rated Aaa by Moody's and AAA by S&P

¹

The following are explicitly excluded from the securities enumerated in clauses (2) and (3):

- (a) All derivative obligations, including without limitation inverse floaters, residuals, interest-only, principal-only and range notes;
- (b) Obligations that have a possibility of returning a zero or negative yield if held to maturity;
- (c) Obligations that do not have a fixed par value or those whose terms do not promise a fixed dollar amount at maturity or call date; and
- (d) Collateralized Mortgage-Backed Obligations ("CMOs").

- (b) Federal Home Loan Mortgage Corporation ("FHLMCs") - participation certificates and senior debt obligations rated Aaa by Moody's and AAA by S&P
 - (c) Federal Home Loan Banks - consolidated debt obligations
 - (d) Student Loan Marketing Association - debt obligations
 - (e) Resolution Funding Corporation - debt obligations
- (4) Direct, general obligations of any state of the United States of America or any subdivision or agency thereof whose uninsured and unguaranteed general obligation debt is rated, at the time of purchase, A2 or better by Moody's and A or better by S&P, or any obligation fully and unconditionally guaranteed by any state, subdivision, or agency whose uninsured and unguaranteed general obligation debt is rated, at the time of purchase, A2 or better by Moody's and A or better by S&P.
- (5) Commercial paper (having original maturities of not more than 270 days) rated, at the time of purchase, P-1 by Moody's and A-1 or better by S&P.
- (6) Certificates of deposit, savings accounts, deposit accounts, or money market deposits in amounts that are continuously and fully insured by the Federal Deposit Insurance Corporation ("FDIC"), including the Bank Insurance Fund and the Savings Association Insurance Fund.
- (7) Certificates of deposit, deposit accounts, federal funds, or bankers' acceptances (in each case having maturities of not more than 365 days following the date of purchase) of any domestic commercial bank, which may include the Trustee or its affiliates, or United States branch office of a foreign bank, provided that such bank's short-term certificates of deposit are rated P-1 by Moody's and A-1 or better by S&P (not considering holding company ratings).
- (8) Investments in money-market funds rated AAAm or AAAm-G by S&P. Such money market funds may include funds for which the Trustee or its affiliates or subsidiaries provide investment advisory or other management services.
- (9) State-sponsored investment pools rated AA- or better by S&P.
- (10) Repurchase agreements that meet the following criteria:
- (a) A master repurchase agreement or specific written repurchase agreement, substantially similar in form and substance to the Public Securities Association or Bond Market Association master repurchase agreement, governs the transaction.
 - (b) Acceptable providers shall consist of (i) registered broker/dealers subject to Securities Investors' Protection Corporation ("SIPC") jurisdiction or commercial banks insured by the FDIC, if such broker/dealer or bank has an uninsured, unsecured, and unguaranteed rating of A3/P-1 or better by Moody's and A-/A-1 or better by S&P, or (ii) domestic structured investment companies

approved by the Bond Insurer and rated, or domestic structured investment companies with a guarantor rated, Aaa by Moody's and AAA by S&P.

(c) The repurchase agreement shall require termination thereof if the counterparty's ratings are suspended, withdrawn, or fall below A3 or P-1 from Moody's, or A- or A-1 from S&P. Within ten (10) days, the counterparty shall repay the principal amount plus any accrued and unpaid interest on the investments.

(d) The repurchase agreement shall limit acceptable securities to U.S. Government Securities and to the obligations of GNMA, FNMA, or FHLMC described in clauses 2(d), 3(a) and 3(b) above. The fair market value of the securities in relation to the amount of the repurchase obligation, including principal and accrued interest, is equal to a collateral level of at least 104% for U.S. Government Securities and 105% for GNMA's, FNMA's, or FHLMC's. The repurchase agreement shall require (i) the Trustee or an independent third party acting solely as agent for the Trustee (the "Agent") to value the collateral securities no less frequently than weekly, (ii) the delivery of additional securities if the fair market value of the securities is below the required level on any valuation date, and (iii) liquidation of the repurchase securities if any deficiency in the required percentage is not restored within two (2) Business Days of such valuation.

(e) The repurchase securities shall be delivered free and clear of any lien to the Trustee or the Agent, and such Agent is (i) a Federal Reserve Bank or (ii) a bank which is a member of the FDIC and which has combined capital, surplus, and undivided profits or, if appropriate, a net worth, of not less than \$50 million, and the Trustee shall have received written confirmation from such third party that such third party holds such securities, free and clear of any lien, as agent for the Trustee.

(f) A perfected first security interest in the repurchase securities shall be created for the benefit of the Trustee, and the Authority and the Trustee shall receive an opinion of counsel as to the perfection of the security interest in such repurchase securities and any proceeds thereof.

(g) The repurchase agreement shall have a term of one year or less, or shall be due on demand.

(h) The repurchase agreement shall establish the following as events of default, the occurrence of any of which shall require the immediate liquidation of the repurchase securities, unless the Bond Insurer directs otherwise:

- i. insolvency of the broker/dealer or commercial bank serving as the counterparty under the repurchase agreement;

- ii. failure by the counterparty to remedy any deficiency in the required collateral level or to satisfy the margin maintenance call under clause 10(d) above; or
- iii. failure by the counterparty to repurchase the repurchase securities on the specified date for repurchase.

(11) Investment agreements (also referred to as guaranteed investment contracts) that meet the following criteria:

- (a) A master agreement or specific written investment agreement governs the transaction.
- (b) Acceptable providers of uncollateralized investment agreements shall consist of (i) domestic FDIC-insured commercial banks, or U.S. branches of foreign banks, rated at least Aa2 by Moody's and AA by S&P; (ii) domestic insurance companies rated Aaa by Moody's and AAA by S&P; and (iii) domestic structured investment companies approved by the Bond Insurer and rated, or domestic structured investment companies with a guarantor rated, Aaa by Moody's and AAA by S&P.
- (c) Acceptable providers of collateralized investment agreements shall consist of (i) registered broker/dealers subject to SIPC jurisdiction, if such broker/dealer has an uninsured, unsecured, and unguaranteed rating of A1 or better by Moody's and A+ or better by S&P; (ii) domestic FDIC-insured commercial banks, or U.S. branches of foreign banks, rated at least A1 by Moody's and A+ by S&P; (iii) domestic insurance companies rated at least A1 by Moody's and A+ by S&P; and (iv) domestic structured investment companies approved by the Bond Insurer and rated, or domestic structured investment companies with a guarantor rated, Aaa by Moody's and AAA by S&P. Required collateral levels shall be as set forth in clause 11(f) below.
- (d) The investment agreement shall provide that, if the provider's ratings fall below Aa3 by Moody's or AA- by S&P, the provider shall within ten (10) days either (i) repay the principal amount plus any accrued and interest on the investment; or (ii) deliver Permitted Collateral as provided below.
- (e) The investment agreement must provide for termination thereof if the provider's ratings are suspended, withdrawn, or fall below A3 from Moody's or A- from S&P. Within ten (10) days, the provider shall repay the principal amount plus any accrued interest on the agreement, without penalty.
- (f) The investment agreement shall provide for the delivery of collateral described in clause i or ii below ("Permitted Collateral") which shall be maintained at the following collateralization levels at each valuation date:
 - i. U.S. Government Securities at 104% of principal plus accrued interest; or

ii. Obligations of GNMA, FNMA, or FHLMC (described in clauses 2(d), 3(a), and 3(b) above) at 105% of principal and accrued interest.

(g) The investment agreement shall require the Trustee or the Agent to determine the market value of the Permitted Collateral not less than weekly and notify the investment agreement provider on the valuation day of any deficiency. Permitted Collateral may be released by the Trustee to the provider only to the extent that there are excess amounts over the required levels. Market value, with respect to collateral, may be determined by any of the following methods:

i. the last quoted "bid" price as shown in Bloomberg, Interactive Data Systems, Inc., The Wall Street Journal, or Reuters;

ii. valuation as performed by a nationally recognized pricing service, whereby the valuation method is based on a composite average of various bid prices; or

iii. the lower of two (2) bid prices by nationally recognized dealers. Such dealers or their parent holding companies shall be rated investment grade and shall be market makers in the securities being valued.

(h) Securities held as Permitted Collateral shall be free and clear of all liens and claims of third parties, held in a separate custodial account, and registered in the name of the Trustee or the Agent.

(i) The provider shall grant the Trustee or the Agent a perfected first security interest in any collateral delivered under an investment agreement. For investment agreements collateralized initially and in connection with the delivery of Permitted Collateral under clause 11(f) above, the Trustee and the Bond Insurer shall receive an opinion of counsel as to the perfection of the security interest in the collateral.

(j) The investment agreement shall provide that moneys invested under the agreement must be payable and putable at par to the Trustee without condition, breakage fee, or other penalty, upon not more than two (2) Business Days' notice, or immediately on demand for any reason for which the funds invested may be withdrawn from the applicable fund or account established under the authorizing document, as well as the following:

i. In the event of a deficiency in the debt service account;

ii. Upon acceleration after an event of default;

iii. Upon refunding of the Bonds in whole or in part; or

iv. If a determination is later made by a nationally recognized bond counsel that investments must be yield-restricted.

Notwithstanding the foregoing, the agreement may provide for a breakage fee or other penalty that is payable in arrears and not as a condition of a draw by the Trustee if the Authority's obligation to pay such fee or penalty is subordinate to its obligation to pay debt service on the Bonds.

(k) The investment agreement shall establish the following as events of default, the occurrence of any of which shall require the immediate liquidation of the investment securities, unless:

- i. Failure of the provider or the guarantor (if any) to make a payment when due or to deliver Permitted Collateral of the character, at the times, or in the amounts described above;
- ii. Insolvency of the provider or the guarantor (if any) under the investment agreement;
- iii. Failure by the provider to remedy any deficiency with respect to required Permitted Collateral;
- iv. Failure by the provider to make a payment or observe any covenant under the agreement;
- v. The guaranty (if any) is terminated, repudiated, or challenged; or
- vi. Any representation of warranty furnished to the Trustee or the Authority in connection with the agreement is false or misleading.

(l) The investment agreement must incorporate the following general criteria:

- i. "Cure periods" for payment default shall not exceed two (2) Business Days;
- ii. The agreement shall provide that the provider shall remain liable for any deficiency after application of the proceeds of the sale of any collateral, including costs and expenses incurred by the Trustee or the Bond Insurer;
- iii. Neither the agreement or guaranty agreement, if applicable, may be assigned (except to a provider that would otherwise be acceptable under these guidelines) or amended without the prior consent of the Bond Insurer;
- iv. The provider shall be required to immediately notify the Trustee and the Bond Insurer of any event of default or any suspension, withdrawal, or downgrade of the provider's ratings;
- v. The agreement shall be unconditional and shall expressly disclaim any right of set-off or counterclaim; and

vi. The agreement shall require the provider to submit information reasonably requested by the Trustee or the Bond Insurer, including balance invested with the provider, type and market value of collateral, and other pertinent information.

(12) Forward delivery agreements in which the securities delivered mature on or before each interest payment date (for debt service or debt service reserve funds) or draw down date (construction funds) that meet the following criteria:

- (a) A specific written investment agreement governs the transaction.
- (b) Acceptable providers shall be limited to (i) any registered broker/dealer subject to the SIPC jurisdiction, if such broker/dealer or bank has an uninsured, unsecured, and unguaranteed obligation rated A3/P-1 or better by Moody's and A-/A-1 or better by S&P; (ii) any commercial bank insured by the FDIC, if such bank has an uninsured, unsecured, and unguaranteed obligation rated A3/P-1 or better by Moody's and A-/A-1 or better by S&P; and (iii) domestic structured investment companies approved by the Bond Insurer and rated, or domestic structured investment companies with a guarantor rated, Aaa by Moody's and AAA by S&P.
- (c) The forward delivery agreement shall provide for termination or assignment (to a qualified provider hereunder) of the agreement if the provider's ratings are suspended, withdrawn, or fall below A3 or P-1 from Moody's or A- or A-1 from S&P. Within ten (10) days, the provider shall fulfill any obligations it may have with respect to shortfalls in market value. There shall be no breakage fee payable to the provider in such event.
- (d) Permitted securities shall include the investments listed in clauses 1, 2, and 3 above.
- (e) The forward delivery agreement shall include the following provisions:
 - i. The permitted securities must mature at least one (1) Business Day before a debt service payment date or scheduled draw. The maturity amount of the permitted securities must equal or exceed the amount required to be in the applicable fund on the applicable valuation date.
 - ii. The agreement shall include market standard termination provisions, including the right to terminate for the provider's failure to deliver qualifying securities or otherwise to perform under the agreement. There shall be no breakage fee or penalty payable to the provider in such event.
 - iii. Any breakage fees shall be payable only on Interest Payment Dates and shall be subordinated to the payments to the Debt Service Fund.

iv. The provider must submit at closing a bankruptcy opinion to the effect that upon any bankruptcy, insolvency, or receivership of the provider, the securities will not be considered to be a part of the provider's estate, and shall otherwise be acceptable to the Bond Insurer.

v. The agreement may not be assigned (except to a provider that would otherwise be acceptable under these guidelines) or amended without the prior written consent of the Bond Insurer.

(13) Forward delivery agreements in which the securities delivered mature after the funds may be required but provide for the right of the issuer or the Trustee to put the securities back to the provider under a put, guaranty, or other hedging arrangement, only with the prior written consent of the Bond Insurer.

(14) Pre-refunded Municipal Obligations defined as follows: Any bonds or other obligations of the State of California or of any agency, instrumentality, or local governmental unit of the State of California which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice and which are rated, based on an irrevocable escrow account or fund, in the highest rating category of S&P and Moody's, or as otherwise permitted by the Bond Insurer.

(15) Shares in any money market mutual fund registered under the Investment Company Act of 1940 whose investment portfolio consists solely of direct obligations of the United States Government, provided that any such fund has been rated in the highest category by a nationally recognized rating agency and, provided further, that such mutual funds may include funds for which the Trustee or its affiliates or subsidiaries provide investment advisory or other management services.

(16) The Local Agency Investment Fund ("LAIF").

(17) Maturity of investments shall be governed by the following:

(a) Investments of monies (other than reserve funds) shall be in securities and obligations maturing not later than the dates on which such monies will be needed to make payments.

(b) Investments shall be considered as maturing on the first date on which they are redeemable without penalty at the option of the holder or the date on which the Trustee may require their repurchase pursuant to repurchase agreements.

(c) Investments of monies in reserve funds not payable upon demand shall be restricted to maturities of five (5) years or less.

(18) Other forms of investments approved in writing by the Bond Insurer with notice by the Authority to S&P.

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RECORDING REQUESTED
AND WHEN RECORDED MAIL TO:
GOODWIN PROCTER LLP
601 S. Figueroa Street
41st floor
Los Angeles, CA 90017-5704
Attention: Bruce J. Graham, Esq.

This Master Lease and Option to Purchase is recorded at the request of the City of Oxnard and is exempt from filing fees pursuant to Section 6103 of the California Government Code.

MASTER LEASE AND OPTION TO PURCHASE

Dated as of November 1, 2014

by and between

CITY OF OXNARD FINANCING AUTHORITY,
as Lessor

and

CITY OF OXNARD,
as Lessee

Relating to

\$(PRINCIPAL AMOUNT)
City of Oxnard Financing Authority
Lease Revenue Project and Refunding Bonds, Series 2014

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MASTER LEASE AND OPTION TO PURCHASE

THIS MASTER LEASE AND OPTION TO PURCHASE, dated as of November 1, 2014 (this "**Lease**"), is by and between the CITY OF OXNARD FINANCING AUTHORITY (the "**Authority**"); a joint exercise of powers authority organized and existing under the laws of the State of California (the "**State**"), as lessor, and the CITY OF OXNARD (the "**City**"), a municipal corporation organized and existing under the Constitution and laws of the State, as lessee;

W I T N E S S E T H:

WHEREAS, the Authority is a joint exercise of powers authority organized and existing pursuant to Articles 1 and 2 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California to provide financial assistance to the City and has the authority to issue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (i.e., Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California) (the "**Act**"); and

WHEREAS, on May 22, 2003, the Authority issued its Lease Revenue Refunding Bonds, 2003 Series A, in the aggregate principal amount of \$18,640,000 (the "**2003 Bonds**"), pursuant to that certain Trust Agreement, dated as of May 1, 2003 (the "**2003 Trust Agreement**"), by and among the Authority, the City, and Wells Fargo Bank, National Association, as trustee (the "**2003 Trustee**"), to refund, on a current refunding basis, and prepay certain outstanding obligations of the Authority and the City, as further described in the 2003 Trust Agreement; and

WHEREAS, pursuant to that certain Property Lease, dated as of May 1, 2003 (the "**2003 Property Lease**"), by and between the City, as lessor, and the Authority, as lessee, the City leased to the Authority the property described in Exhibit A thereto; and

WHEREAS, the 2003 Bonds were secured by the payments to be made by the City pursuant to that certain Master Lease and Option to Purchase, dated as of May 1, 2003 (the "**2003 Lease**"), by and between the Authority, as lessor, and the City, as lessee, pursuant to which the City leased from the Authority the property described in Exhibit A thereto; and

WHEREAS, the City and the Authority desire to refund the 2003 Bonds on a current refunding basis; and

WHEREAS, pursuant to Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (Sections 53580 and following of said Government Code) (the "**Law**"), the Authority is authorized to issue refunding bonds to refund the 2003 Bonds; and

WHEREAS, the City further desires to finance the construction and improvement of certain streets and roadways within the City of Oxnard (collectively, the "**Project**"), as more particularly described in Exhibit D to that certain Trust Agreement, dated as of November 1, 2014 (the "**Trust Agreement**"), by and among the Authority, the City, and Wells Fargo Bank, National Association, as trustee (the "**Trustee**"); and

WHEREAS, the Authority has determined to provide under the Trust Agreement, the Act, and the Law for the issuance of its City of Oxnard Financing Authority Lease Revenue Project and Refunding Bonds, Series 2014 (the "**Bonds**"), the proceeds of which will be used to finance the costs to (i) refund the 2003 Bonds, (ii) construct and improve the Project, and (iii) pay costs incurred in connection with the issuance, sale, and delivery of the Bonds; and

WHEREAS, the City will lease to the Authority, pursuant to that certain Property Lease, dated as of November 1, 2014 (the "**Property Lease**"), by and between the City, as lessor, and the Authority, as lessee, all the Components comprising the Property, the legal descriptions of which Components are described in Exhibit A thereto; and

WHEREAS, the Bonds will be secured by the payments to be made by the City pursuant to this Lease, pursuant to which the City will lease from the Authority all the Components comprising the Property, the legal descriptions of which Components are described in Exhibit A hereto; and

WHEREAS, the City and the Authority desire to enter into this Lease, pursuant to which the Authority will lease to the City, effective on the Closing Date, all Components of the Property; and

WHEREAS, the Base Rental to be paid by the City for the lease of the Property will be sufficient to provide the amount necessary to pay the principal of and the interest on the Bonds of the Authority; and

WHEREAS, each of the City and the Authority is authorized to enter into this Lease pursuant to the laws of the State; and

WHEREAS, all acts, conditions, and things required by law to exist, to have happened, and to have been performed precedent to and in connection with the execution and entering into of this Lease do exist, have happened, and have been performed in due time, form, and manner as required by law, and the parties hereto are duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

Section 1. Definitions. Unless the context otherwise requires, the terms defined in this Section 1 shall, for all purposes of this Lease, have the meanings as set forth below. All other capitalized terms used herein without definition shall have the meanings as set forth in the Trust Agreement.

"Additional Rental" means the amounts specified as such in Section 3.1(b) hereof.

"Base Rental" means the amounts specified as such in Section 3.1(a) hereof, as such amounts may be adjusted from time to time in accordance with the terms hereof, exclusive of Additional Rental.

"Component" means each Component of the Property as set forth in Exhibit A hereto, or any property substituted therefor pursuant to Section 7 hereof.

"Fiscal Year" means the fiscal year of the City, which at the date of this Lease is the period from July 1 to and including the following June 30.

"Lease" means this Master Lease and Option to Purchase, including any amendments or supplements hereto made or entered into in accordance with the terms hereof and of the Trust Agreement.

"Lease Term" means the term of this Lease, as provided in Section 2 hereof.

"Lease Year" means the period from the Closing Date through June 1, 2015, and thereafter the period from each June 2 to and including the following June 1, during the Lease Term.

"Permitted Encumbrances" means as of any particular time: (1) liens for general ad valorem taxes and assessments, if any, not then delinquent, or that the City may, pursuant to this Lease, permit to remain unpaid; (2) this Lease, as it may be amended from time to time; (3) the Property Lease, as it may be amended from time to time; (4) any right or claim of any mechanic, laborer, materialman, supplier, or vendor not filed or perfected in the manner prescribed by law; (5) easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions that exist of record as of the Closing Date and that the City certifies in writing on the Closing Date will not materially impair the use of the Sites; (6) easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions established following the Closing Date or existing on any real property substituted for the Sites, to which the Authority, the City, and [CONFIRM GLOBALLY:] [the Bond Insurer, so long as the Bond Insurer is not in default in its payment obligations under the Bond Insurance Policy,] consent in writing and that the City certifies will not materially impair the use of the Sites or real property substituted for the Sites, as the case may be.

"Property" means, collectively, all Components, including all buildings and improvements thereon; the legal descriptions of which Components are described in Exhibit A hereto, or any property substituted therefor pursuant to Section 7 hereof, but excluding such Component of the Property for which a new Component has been substituted in accordance with Section 7 hereof.

"Property Lease" means that certain Property Lease, dated as of the date hereof, by and between the Authority and the City, including any amendments or supplements thereto made or entered into in accordance with the terms of the Trust Agreement and of the Property Lease.

"Site" means the real property underlying each of the Components.

"Trust Agreement" means that certain Trust Agreement, dated as of the date hereof, by and among the City, the Authority, and the Trustee, including any amendments or supplements thereto made or entered into in accordance with its terms.

"Trustee" means Wells Fargo Bank, National Association, a national banking association existing under the laws of the United States of America, and its successors or assigns, acting in its capacity as such under the Trust Agreement, or any successor appointed as therein provided.

Section 2. Lease Term; Transfer of Title to City. The Authority hereby subleases all Components of the Property to the City, and the City hereby subleases all Components of the Property from the Authority, and the City hereby agrees to pay the Base Rental and the Additional Rental as provided herein for the right to the use and possession of the Property, all on the terms and conditions set forth herein.

The term of this Lease (the **"Lease Term"**) shall begin on the Closing Date and end on the earliest of (a) June 1, 2029 (which is the final maturity date of the Bonds); provided that in the event the principal of and interest on the Bonds and all other amounts payable hereunder and under the Trust Agreement shall not be fully paid, or if the Base Rental or Additional Rental due hereunder shall have been abated at any time as permitted by the terms of this Lease, then the term of this Lease shall be extended, except that the term shall in no event be extended beyond June 1, 2039 (which is ten years after the final maturity date of the Bonds), or (b) at such date as the Trust Agreement shall have been discharged in accordance with Section 10.01 of the Trust Agreement, or (c) the date of termination of this Lease due to condemnation in accordance with the terms of Section 6 hereof, or (d) the date on which (i) the City has exercised its right to purchase all the Components of the Property pursuant to Section 15 hereof and (ii) the Trust Agreement shall have been discharged in accordance with its terms.

Pursuant to the exercise of the option to purchase the Property or any Component thereof pursuant to Section 15 hereof, and upon defeasance of the allocable portion of the Bonds related to such Component or Components of the Property in accordance with Section 10.01 of the Trust Agreement; title to the Component or Components of the Property that is purchased, and any improvements thereon or additions thereto, shall be transferred directly to the City or, at the option of the City, to any assignee or nominee of the City, in accordance with the provisions of this Lease, free and clear of any interest of the Authority.

After the payment of all Base Rental due with respect any Component of the Property that is being leased hereunder for a period that is shorter than the Lease Term, and upon payment of the allocable portion of the Bonds related to such Component, title to such Component, and any improvements thereon or additions thereto, shall be transferred directly to the City or, at the option of the City, to any assignee or nominee of the City, free and clear of any interest of the Authority. The Authority shall execute and deliver to the City a quitclaim deed conveying to the City or its nominee the Authority's right, title, and interest in such Component.

The City covenants that, on the Closing Date, the City shall be in possession of the Property.

Section 3. Rent.

3.1 Rental Payments. The City hereby agrees, subject to the terms hereof, to pay to the Authority, on a parity basis, the Base Rental and Additional Rental in an amount no greater than the aggregate fair rental value of all the Components of the Property in each Lease Year. For purposes of this Lease, the term "fair rental value" shall refer to the maximum amount

of rental payments payable with respect to each Component that may be supported by the fair market value of such Component, as estimated by the City, initially, and thereafter as provided in this Lease. On the Closing Date, the City shall deliver a certificate to the Authority, the Bond Insurer, and the Trustee that shall set forth the fair rental value of each Component of the Property. In satisfaction of its obligations hereunder, the City shall pay the Base Rental and Additional Rental in the amounts, at the times, and in the manner hereinafter set forth, such amounts constituting in the aggregate the rent payable under this Lease.

(a) Base Rental. The City agrees to pay, from legally available funds, aggregate Base Rental in the amounts set forth in Exhibit B hereto, a portion of which Base Rental constitutes principal payable with respect to the Bonds and a portion of which constitutes interest payable with respect to the Bonds, as determined in accordance with the terms of Exhibit B hereto. The Base Rental payable by the City shall be due five (5) Business Days prior to each Interest Payment Date during the Lease Term. Each Base Rental payment shall be with respect to the immediately preceding six month period.

To secure the performance of its obligation to pay Base Rental, the City shall deposit the Base Rental with the Trustee on or before the date on which such Base Rental is due, for application by the Trustee in accordance with the terms of the Trust Agreement. In the event any such date of deposit is not a Business Day, such deposit shall be made on the next succeeding Business Day. In no event shall the amount of Base Rental payable on any date exceed the aggregate amount of principal and interest required to be paid or prepaid on such date with respect to the Outstanding Bonds, according to their tenor.

The obligation of the City to pay Base Rental shall commence on the Closing Date, subject to any reductions or credits described in Section 3.4 hereof.

(b) Additional Rental. In addition to the Base Rental set forth herein, the City agrees to pay as Additional Rental all of the following:

(i) All taxes and assessments of any nature whatsoever, including but not limited to excise taxes, ad valorem taxes, ad valorem and specific lien special assessments, and gross receipts taxes, if any, levied upon the Property or upon any interest of the Authority, the Trustee, or the Owners therein or in this Lease;

(ii) [RESERVED];

(iii) Insurance premiums, if any, on all insurance required under the provisions of Section 4.3 hereof;

(iv) Any rebate amounts required to be paid to the United States Treasury;

(v) All fees, costs, and expenses (not otherwise paid or provided for out of the proceeds of the sale of the Bonds) of the Trustee and any paying agent in connection with the Trust Agreement;

(vi) All fees, costs, expenses, and other amounts due to the Bond Insurer hereunder and under the Trust Agreement;

(vii) All amounts required to be paid by the Authority, other than from Pledged Assets, under the Trust Agreement; and

(viii) Any other fees, costs, or expenses incurred by the Authority, the Bond Insurer, or the Trustee in connection with the execution, performance, or enforcement of this Lease or any assignment hereof or of the Trust Agreement or any of the transactions contemplated hereby or thereby or related to the Property.

Amounts constituting Additional Rental payable hereunder shall be paid by the City directly to the person or persons to whom such amounts shall be payable. The City shall pay all such amounts when due or, in any other case, within thirty (30) days after notice in writing from the Trustee, the Bond Insurer, or the Authority to the City stating the amount of Additional Rental then due and payable and the purpose thereof.

3.2 Consideration. The payments of Base Rental and Additional Rental under this Lease for each Fiscal Year or portion thereof during the Lease Term shall constitute the total rental for such Fiscal Year or portion thereof and shall be paid by the City for and in consideration of the right to the use and possession of the Property by the City for and during such Fiscal Year or portion thereof; provided that, the Base Rental and Additional Rental payments shall be subject to abatement as provided in Section 3.5 hereof during any period in which by reason of damage, destruction, or taking by eminent domain or condemnation of, or defects in the title with respect to, the Property or any portion thereof, there is substantial interference with the use and possession by the City of all or a portion of the Components comprising the Property. The parties hereto have agreed and determined that such total rental is not in excess of the total fair rental value of the Property. In making such determination, consideration has been given to the uses and purposes served by the Property and the benefits therefrom that will accrue to the parties by reason of this Lease and to the general public by reason of the City's right to the use of the Property.

3.3 Budget. The City hereby covenants to take such action as may be necessary to include all Base Rental and Additional Rental due hereunder as a separate line item in its annual budget and to make the necessary annual appropriations for all such Base Rental and Additional Rental, subject to Section 3.5 hereof. The covenants on the part of the City herein contained shall be deemed to be and shall be construed to be ministerial duties imposed by law and it shall be the ministerial duty of each and every public official of the City to take such action and do such things as are required by law in the performance of such official duty of such officials to enable the City to carry out and perform the covenants and agreements on the part of the City contained in this Lease. The obligation of the City to make Base Rental or Additional Rental payments does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. Neither the Bonds nor the obligation of the City to make Base Rental or Additional Rental payments constitutes an indebtedness of the City, the State, or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

3.4 Payment; Credit. Amounts necessary to pay Base Rental shall be deposited by the City on the dates set forth in Section 3.1(a) hereof in lawful money of the United States of America, at the Principal Office of the Trustee, or at such other place or places as may be established in accordance with the Trust Agreement. Any amount necessary to pay any Base Rental or portion thereof that is not so deposited shall remain due and payable until received by the Trustee and shall continue to bear interest at the rate or rates applicable thereto from the date when the same is due hereunder until the same shall be paid. Notwithstanding any dispute between the City and the Authority hereunder, the City shall make all Base Rental and Additional Rental payments when due without deduction or offset of any kind and shall not withhold any rental payments pending the final resolution of such dispute or for any other reason whatsoever. The City's obligation to make Base Rental and Additional Rental payments in the amount and on the terms and conditions specified hereunder shall be absolute and unconditional without any right of set-off or counterclaim, and without abatement, subject only to the provisions of Section 3.5 hereof. Amounts required to be deposited with the Trustee pursuant to this Section 3.4 on any date shall be reduced to the extent of amounts on deposit on such date in the Debt Service Fund held by the Trustee under the Trust Agreement and that are available to pay Base Rental on the applicable Interest Payment Date, except for amounts being held therein for the payment of Bonds that have matured or been called but have not been surrendered for payment.

3.5 Rental Abatement. Except to the extent of amounts available to the City for payments hereunder (including the proceeds of condemnation awards, casualty, title, or rental interruption insurance), during any period in which, by reason of material damage or destruction, there is substantial interference with the right to the use and occupancy by the City of any Component of the Property, Base Rental and Additional Rental payments due hereunder shall be abated proportionately, and the City waives the benefits of California Civil Code Sections 1932(1), 1932(2), and 1933(4) and any and all other rights to terminate this Lease by virtue of any such interference and this Lease shall continue in full force and effect. The amount of such abatement shall be agreed upon by the City and the Trustee, subject to Section 3.2 hereof. The City and the Authority shall calculate such abatement and shall provide the Trustee and the Bond Insurer with a certificate setting forth such calculation and the basis therefor. Such abatement shall continue for the period commencing with the date of such damage or destruction and ending with the substantial completion of the work of repair or replacement of the Component of the Property so damaged or destroyed; and the term of this Lease shall be extended as provided in Section 2 hereof, except that the term shall in no event be extended beyond the maximum term provided in this Lease.

Notwithstanding the foregoing, to the extent that moneys are available for the payment of Base Rental or Additional Rental in any of the funds and accounts established under the Trust Agreement, such rental payments shall not be abated as provided above but, rather, shall be payable by the City as a special obligation payable solely from said funds and account.

If an event of abatement shall occur during the term of this Lease, upon cessation of the event of abatement, the Property, or any portion thereof, subject to abatement shall be appraised to determine its current fair rental value. If such value has increased since the Closing Date, Base Rental and Additional Rental payments shall be increased for the remaining term to reflect such increase so that the abated Base Rental and Additional Rental payments are fully paid.

3.6 Triple Net Lease. This Lease is intended to be a triple net lease. The City agrees that the Base Rental and Additional Rental provided for herein shall be an absolute net return to the Authority free and clear of any expenses, charges, or setoffs whatsoever, except as provided in Sections 3.2 and 3.5 of this Lease.

Section 4. Affirmative Covenants of the Authority and the City. The Authority and the City are entering into this Lease in consideration of, among other things, the following covenants:

4.1 Maintenance and Ordinary Repairs. The City shall, at its own expense, during the Lease Term, maintain the Property, or cause the same to be maintained, in good order, condition, and repair and shall repair or replace any portion of the Property resulting from ordinary wear and tear and want of care on the part of the City or any sublessee thereof. The City shall provide or cause to be provided all security service, custodial service, janitorial service, and other services necessary for the proper upkeep and maintenance of the Property. It is understood and agreed that in consideration of the payment by the City of the rental payments herein provided for, the City is entitled to the right of possession of the Property and the Authority shall have no obligation to incur any expense of any kind or character in connection with the management, operation, or maintenance of the Property during the Lease Term. The Authority shall not be required at any time to make any improvements, alterations, changes, additions, repairs, or replacements of any nature whatsoever in or to the Property. The City hereby expressly waives the right to make repairs or to perform maintenance of the Property at the expense of the Authority and (to the extent permitted by law) waives the benefit of Sections 1932, 1941, and 1942 of the California Civil Code relating thereto. The City shall keep the Property free and clear of all liens, charges, and encumbrances other than Permitted Encumbrances and those encumbrances existing on or prior to the Closing Date or on or prior to the date any property is substituted for any of the Property pursuant to Section 7 hereof and covered by the exceptions and exclusions set forth in the title policies delivered pursuant to Section 4.3 hereof, and any liens of mechanics, materialmen, suppliers, vendors, or other persons or entities for work or services performed or materials furnished in connection with the Property that are not due and payable or the amount, validity, or application of which is being contested in accordance with Section 4.4 hereof as expressly approved by the City and the Authority prior to the Closing Date, subject only to the provisions of Section 4.2 hereof.

4.2 Taxes, Other Governmental Charges, and Utility Charges. The Authority and the City contemplate that the Property will be used for a governmental or proprietary purpose of the City and, therefore, that the Property will be exempt from all taxes presently assessed and levied with respect to the Property. Nevertheless, the City hereby agrees to pay during the Lease Term, as the same respectively become due, all taxes (except for income or franchise taxes of the Authority), utility charges, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Property; provided, however, that, with respect to any governmental charges that may lawfully be made in installments over a period of years, the City shall be obliged to pay only such installments as are accrued during such time as this Lease is in effect; and, provided further, that the City may contest in good faith the validity or application of any tax, utility charge, or governmental charge in any reasonable manner that does not adversely affect the right, title, and interest of the Authority in and to any portion of the Property or its rights or interests under this

Lease or subject any portion of the Property to loss or forfeiture. Any such taxes or charges shall constitute Additional Rental under Section 3.1(b) hereof and shall be payable directly to the entity assessing such taxes or charges.

4.3 Insurance. The City shall secure and maintain or cause to be secured and maintained at all times with insurers of recognized responsibility or through a program of self-insurance (which shall be deemed for purposes hereof to include risk sharing pools) to the extent specifically permitted in this Section 4.3, all insurance coverage on the Property required by this Section 4.3. Such insurance or self insurance shall consist of:

(1) A policy or policies of insurance (excluding earthquake and flood insurance) against loss or damage to the Property known as "all risk." Such insurance shall be provided by an insurer rated no less than "A" by A. M. Best or such lower rating as otherwise approved by the Bond Insurer, so long as the Bond Insurer is not in default in its payment obligations under the Bond Insurance Policy, and shall be maintained at all times in an amount not less than the greater of the full replacement value of the Property or the aggregate principal amount of Bonds at such time Outstanding;

(2) General liability coverage against claims for damages including death, personal injury, bodily injury, or property damage arising from operations involving the Property. Such insurance shall afford protection with a combined single limit of not less than \$2,000,000 per occurrence with respect to bodily injury, death, or property damage liability, or such greater amount as may from time to time be recommended by the City's risk management officer or an independent insurance consultant retained by the City for that purpose; provided, however, that the City's obligations under this clause (2) may be satisfied by self-insurance;

(3) Workers' compensation insurance issued by a responsible carrier authorized under the laws of the State of California to insure employers against liability for compensation under the California Labor Code, or any act hereafter enacted as an amendment or supplement thereto or in lieu thereof, such workers' compensation insurance to cover all persons employed by the City in connection with the Property and to cover liability for compensation under any such act; provided, however, that the City's obligations under this clause (3) may be satisfied by self insurance;

(4) Rental interruption insurance to cover loss, total or partial, of the use of any Component of the Property as a result of any of the hazards covered by the insurance required pursuant to clause (1) above, covering a period of twenty-four (24) months, in an amount equal to the product obtained by multiplying the maximum annual Base Rental payments coming due and payable by 2.0.

(5) A CLTA policy or policies of title insurance for the Property in an amount not less than the initial aggregate principal amount of the Bonds. Such policy or policies of title insurance shall show fee simple title to the Property in the name of the City and a leasehold estate in the name of the Authority, subject to Permitted Encumbrances as will not, in the opinion of the Authority, materially adversely affect the use and possession of the Property and will not result in the abatement of Base Rental payable by the City hereunder.

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All policies or certificates issued by the respective insurers for insurance, with the exception of workers' compensation insurance, shall provide that such policies or certificates shall not be cancelled or materially changed without at least thirty (30) days' prior written notice to the Trustee. The City shall deliver to the Trustee and the Bond Insurer, so long as the Bond Insurer is not in default in its payment obligations under the Bond Insurance Policy, on the Closing Date and on or prior to July 1 of each year thereafter a certificate signed by a duly authorized City Representative stating whether the City is in compliance with the requirements of this Section and, in the event it is not in compliance, specifying the nature of the noncompliance, and what action the City is taking to remedy such noncompliance. The City shall further provide the Bond Insurer, so long as the Bond Insurer is not in default in its payment obligations under the Bond Insurance Policy, with copies of such insurance policies upon request.

All policies or certificates of insurance held by the City provided for herein shall name the City as a named insured, and the policies and certificates described in clauses (1) and (4) above shall name (in addition to the City) the Authority and the Trustee as additional insureds. All proceeds of insurance maintained under clauses (1), (4), and (5) above shall be deposited with the Trustee for application pursuant to the Trust Agreement. All proceeds of insurance maintained under clauses (2) and (3) shall be deposited with the City.

Notwithstanding the generality of the foregoing, the City shall not be required to maintain or cause to be maintained more insurance than is specifically referred to above or any policies of insurance other than standard policies of insurance with standard deductibles offered by reputable insurers on the open market.

All permitted self-insurance shall be biannually reviewed by the Chief Financial Officer, who shall provide the Trustee a report as to the sufficiency thereof.

4.4 Liens. The City shall promptly pay or cause to be paid all sums of money that may become due for any labor, services, materials, supplies, or equipment alleged to have been furnished or to be furnished to, for, in, upon, or about the Property and that may be secured by any mechanic's, materialman's, or other lien against the Property, or the interest of the Authority therein, and shall cause each such lien to be fully discharged and released; provided, however, that the City or the Authority, in good faith, (i) may contest any such claim or lien without payment thereof so long as such non-payment and contest stays execution or enforcement of the lien, but if such lien is reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not stayed, or if stayed and the stay thereafter expires, then and in any such event the City shall forthwith pay and discharge such judgment or lien, or (ii) may delay payment without contest so long as and to the extent that such delay will not result in the imposition of any penalty or forfeiture.

4.5 Laws and Ordinances. The City shall observe and comply with all rules, regulations, and laws applicable to the City with respect to the Property and the operation thereof. The cost, if any, of such observance and compliance shall be borne by the City, and the Authority shall not be liable therefor. The City shall place, keep, use, maintain, and operate the Property in such a manner and condition as will provide for the safety of its agents, employees, invitees, subtenants, licensees, and the public.

4.6 Flood Plain. The City covenants that no Component of the Property is located in a 100 year flood plain.

Section 5. Application of Insurance Proceeds.

(a) General. Proceeds of insurance received in respect of destruction of or damage to any portion of the Property by fire or other casualty or event (excluding earthquake or flood) shall be paid to the Trustee for application in accordance with the provisions of Section 3.09 of the Trust Agreement. If there is an abatement of rental payments pursuant to Section 3.5 hereof as a result of such casualty or event, and the City elects pursuant to Section 3.09 of the Trust Agreement to apply such insurance to the redemption of Bonds rather than to the replacement or repair of the destroyed or damaged portion of the Property, then the Base Rental, with respect to the applicable Component or Components, shall be adjusted in accordance with such redemption of Bonds. If the City elects pursuant to Section 3.09 of the Trust Agreement to apply such proceeds to the repair or replacement of the portion of the Property that has been damaged or destroyed, in the event there has been an abatement of rental payments pursuant to Section 3.5 hereof, then rental payments shall again begin to accrue with respect thereto upon restoration of the City to its right to the use and possession of such portion of the Property.

(b) Title Insurance. Proceeds of title insurance received with respect to the Property shall be paid to the Trustee for application in accordance with the provisions of Section 3.10 of the Trust Agreement.

Section 6. Eminent Domain.

6.1 Total Condemnation. If the Property, or so much thereof as to render the remainder of the Property unusable for the City's purposes under this Lease, shall be taken under the power of eminent domain, then this Lease shall terminate as of the day possession shall be so taken.

6.2 Partial Condemnation. If less than a substantial portion of the Property shall be taken under the power of eminent domain, and the remainder is useable for the City's purposes, then this Lease shall continue in full force and effect as to the remaining portions of the Property, subject only to such rental abatement as is required by Section 3.5 hereof. The City and the Authority hereby waive the benefit of any law to the contrary. Any award made in eminent domain proceedings for the taking shall be paid to the Trustee for application in accordance with the provisions of Section 3.09 of the Trust Agreement. If the City elects pursuant to Section 3.09 of the Trust Agreement, to apply such proceeds to the replacement of the condemned portion of the Property (in the event there has been an abatement of rental payments pursuant to Section 3.5 hereof), then rental payments shall again begin to accrue with respect the replacement portion of the Property upon restoration of the City to its right to use and possess such replacement portion of the Property.

6.3 Condemnation Covenant. The City hereby covenants and agrees, to the extent it may lawfully do so, that so long as any of the Bonds remain outstanding and unpaid, the City will not exercise the power of condemnation with respect to the Property. The City further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing

covenant is determined to be unenforceable or if the City should fail or refuse to abide by such covenant and condemns the Property, the appraised value of the Property shall not be less than the greater of (i) if the Bonds are then subject to redemption, the principal and interest portions of the Bonds outstanding through the date of their redemption, or (ii) if the Bonds are not then subject to redemption, the amount necessary to defease such Bonds to the first available redemption date in accordance with the Trust Agreement.

Section 7. Assignment and Lease. The City shall not sell, mortgage, pledge, assign, or transfer any interest of the City in this Lease by voluntary act or by operation of law, or otherwise; provided, however, that the City may sublease all or any portion of the Property and may grant concessions to others involving the use of any portion of the Property, whether such concessions purport to convey a subleasehold interest or a license to use a portion of the Property; provided, however, that such sublease or grant shall be subject to the terms hereof. The City shall at all times remain primarily liable for the performance of the covenants and conditions on its part to be performed under this Lease, notwithstanding any subletting or granting of concessions that may be made. Nothing herein contained shall be construed to relieve the City of its obligation to pay Base Rental and Additional Rental as provided in this Lease or to relieve the City from any other obligations contained herein. In no event shall the City sublease to or permit the use of all or any part of the Property by any person so as to adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes.

The Authority shall, concurrently with the execution hereof, assign all of its right, title, and interest in and to this Lease (except for its right to payment of its expenses under Section 3.1(b) hereof, its right to indemnification pursuant to Section 11 hereof, and its right to receive certain notices under Section 16 hereof), including without limitation its right to receive Base Rental payable hereunder, to the Trustee pursuant to the Trust Agreement, and the City hereby consents to and approves such assignment. The parties hereto further agree to execute any and all documents necessary and proper in connection therewith.

Notwithstanding the foregoing, if no default or event of default has occurred and is continuing hereunder, the City may acquire from the Authority, free and clear of the Authority's rights under this Lease, any Component upon substituting therefor, and subjecting to the terms of this Lease, another Component that has an annual fair rental value at least equal to one hundred percent (100%) of the maximum amount of Base Rental payments with respect to the Component being replaced becoming due in the then current Lease Year or in any subsequent Lease Year and a remaining useful life that is at least equal to the remaining term of this Lease. As soon as practicable after the Authority has received from the City (i) a written notice of the City's intention to substitute for any Component and subject to the terms of this Lease a new Component, (ii) a certificate of a City Representative that the total annual fair rental value of the new Component is at least equal to one hundred percent (100%) of the maximum amount of Base Rental payments with respect to the Component being replaced becoming due in the then current Lease Year or in any subsequent Lease Year, (iii) evidence that an amendment to this Lease reflecting a new Component description has been recorded in the Office of the Recorder of the County of Ventura, (iv) a CLTA policy or policies of title insurance for the new Component in an amount not less than the aggregate principal amount of Outstanding Bonds to be secured by Base Rental payments made with respect to the new Component (such policy or policies of title

insurance shall show fee simple title to the new Component in the name of the City and a leasehold estate in the name of the Authority, subject to Permitted Encumbrances that will not, in the opinion of the Authority, materially adversely affect the use and possession of the new Component and will not result in the abatement of Base Rental payable by the City hereunder), and (v) an opinion of Independent Counsel to the effect that such substitution will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes, the Authority shall execute and deliver to the City a quitclaim deed conveying to the City or its nominee the Authority's right, title, and interest in the Component for which substitution was sought. In no event shall the Authority transfer title to the Component to the City if any amounts are then due to the Authority, the Bond Insurer, or the Trustee pursuant to the terms of this Lease or the Trust Agreement.

Section 8. Additions and Improvements; Removal. The City shall have the right during the Lease Term to make any additions or improvements to any Component, to attach fixtures, structures, or signs, and to affix any personal property to any Component, so long as the fair rental value of the Component is not thereby reduced. Title to all equipment or personal property placed by the City on any Component shall remain in the City; provided, however title to additions, improvements, and fixtures shall be subject to the provisions of this Lease and the Property Lease. Title to any personal property or equipment placed on any Component by any sublessee or licensee of the City shall be controlled by the sublease or license agreement between such sublessee or licensee and the City, which sublease or license agreement shall not be inconsistent with this Lease. The City shall not remove or cause to be removed any equipment or personal property that may cause damage to the applicable Component or Components.

Section 9. Right of Entry. Representatives of the Authority shall, subject to reasonable security precautions, have the right to enter upon any Component during reasonable business hours (and in emergencies at all times) (i) to inspect the same, (ii) for any purpose connected with the rights or obligations of the Authority under this Lease or the Trust Agreement, or (iii) for all other lawful purposes.

Section 10. Quiet Enjoyment. The Authority covenants and agrees that the City, so long as no event of default has occurred or is continuing hereunder, shall, at all times during the Lease Term, peaceably and quietly have, hold, and enjoy the Property.

Section 11. Indemnification and Hold Harmless Agreement. To the extent permitted by law, the City hereby agrees to indemnify and hold the Authority and its officers and directors harmless against any and all liabilities that might arise out of or are related to the Property or any portion thereof and the Bonds, and the City further agrees to defend the Authority and its officers and directors in any action arising out of or related to the Property or any portion thereof and the Bonds.

Section 12. Default by City.

(a) Events of Default. If (i) the City shall fail to deposit with the Trustee any Base Rental payment required to be so deposited pursuant to Section 3.1(a) hereof by the close of business on the day such deposit is due and payable; (ii) the City shall fail to pay any item of Additional Rental as and when the same shall become due and payable pursuant to Section 3.1(b) hereof; (iii) the City shall breach any other terms, covenants, or conditions

contained herein or in the Trust Agreement, and shall fail to remedy any such breach with all reasonable dispatch within a period of thirty (30) days after written notice thereof shall have been given to the City from the Authority, the Bond Insurer, so long as the Bond Insurer is not in default in its payment obligations under the Bond Insurance Policy, or the Trustee, or, if such breach cannot be remedied within such 30-day period, the City shall fail to institute corrective action within such 30-day period and diligently pursue the same to completion (provided that in the event such breach as provided in clause (iii) hereof is not cured within sixty (60) days, the City shall obtain the prior written consent of the Bond Insurer, so long as the Bond Insurer is not in default in its payment obligations under the Bond Insurance Policy, to, and thereafter the City shall pursue the same to completion beyond the grace period provided in this paragraph (a)); or (iv) the City shall file a case in bankruptcy, or any right or interest of the City under this Lease shall be subjected to any execution, garnishment, or attachment, or the City shall be adjudicated as bankrupt, or any assignment shall be made by the City for the benefit of creditors, or the City shall enter into an agreement of composition with creditors, or a court of competent jurisdiction shall approve of a petition applicable to the City in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act that may hereafter be enacted, then and in any such event the City shall be deemed to be in default hereunder.

(b) Remedies on Default. Upon any such default, the Authority, and the Trustee, as its assignee, in addition to all other rights and remedies either may have at law, may:

(i) terminate this Lease in the manner hereinafter provided on account of default by the City, notwithstanding any re-entry or re-letting of the Property as hereinafter provided for in subparagraph (ii) hereof, and to re-enter the Property and remove all persons in possession thereof and all personal property whatsoever situated upon the Property and place such personal property in storage in any warehouse or other suitable place located within the geographical boundaries of the City, for the account of and at the expense of the City. In the event of such termination, the City shall surrender immediately possession of the Property, without let or hindrance, and shall pay the Authority all damages recoverable at law that the Authority may incur by reason of default by the City, including, without limitation, any costs, loss, or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon the Property and removal and storage of such property by the Authority or its duly authorized agents in accordance with the provisions hereof. Neither notice to pay rent or to deliver up possession of the Property given pursuant to law nor any entry or re-entry by the Authority nor any proceeding in unlawful detainer, or otherwise, brought by the Authority for the purpose of effecting such re-entry or obtaining possession of the Property nor the appointment of a receiver upon initiative of the Authority to protect the Authority's interest under this Lease shall of itself operate to terminate this Lease, and no termination of this Lease on account of default by the City shall be or become effective by operation of law or acts of the parties hereto, or otherwise, unless and until the Authority shall have given written notice to the City of the election on the part of the Authority to terminate this Lease. The City covenants and agrees that no surrender of the Property or of the remainder of the Lease Term or any termination of this Lease shall be

valid in any manner or for any purpose whatsoever unless stated or accepted by the Authority by such written notice.

(ii) Without terminating this Lease, (A) collect each installment of Base Rental and Additional Rental as it becomes due and enforce any other terms or provisions hereof to be kept or performed by the City, regardless of whether or not the City has abandoned the Property or (B) exercise any and all rights of entry and re-entry upon the Property. In the event the Authority does not elect to terminate this Lease in the manner provided for in subparagraph (i) above, the City shall remain liable and shall keep or perform all covenants and conditions herein contained to be kept or performed by the City and, if the Property is not re-let, to pay the full amount of the rent to the end of the Lease Term or, in the event that the Property is re-let, to pay any deficiency in rent that results therefrom; and the City shall pay said rent or rent deficiency punctually at the same time and in the same manner as hereinabove provided for the payment of rent hereunder, notwithstanding that the Authority may have received in previous years or may receive thereafter in subsequent years rental in excess of the rental herein specified, and notwithstanding any entry or re-entry by the Authority or suit in unlawful detainer, or otherwise, brought by the Authority for the purpose of effecting such re-entry or obtaining possession of the Property. Should the Authority elect to re-enter as herein provided, the City hereby irrevocably appoints the Authority as the agent and attorney-in-fact of the City to re-let the Property, or any part thereof, from time to time, either in the Authority's name or otherwise, upon such terms and conditions and for such use and period as the Authority may deem advisable and to remove all persons in possession thereof and all personal property whatsoever situated upon the Property and to place such personal property in storage in any warehouse or other suitable place located within the geographical boundaries of the City, for the account of and at the expense of the City, and the City hereby indemnifies and agrees to save harmless the Authority from any costs, loss, or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon and re-letting of the Property and removal and storage of such property by the Authority or its duly authorized agents in accordance with the provisions hereof. The City agrees that the terms of this Lease constitute full and sufficient notice of the right of the Authority to re-let the Property in the event of such re-entry without effecting a surrender of this Lease, and further agrees that no acts of the Authority in effecting such re-letting shall constitute a surrender or termination of this Lease, irrespective of the use or the term for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that, on the contrary, in the event of such default by the City, the right to terminate this Lease shall vest in the Authority, to be effected in the sole and exclusive manner provided for in subparagraph (i) above. The City further waives the right to any rental obtained by the Authority in excess of the rental herein specified and hereby conveys and releases such excess to the Authority as compensation to the Authority for its services in re-letting the Property. The City further agrees to pay the Authority the cost of any alterations or additions to the Property necessary to place the Property in condition for re-letting immediately upon notice to the City of the completion and installation of such additions or alterations.

The City hereby waives any and all claims for damages caused or that may be caused by the Authority in reentering and taking possession of the Property as herein

provided and all claims for damages that may result from the destruction of or injury to the Property and all claims for damages to or loss of any property belonging to the City, or any other person, that may be in or upon the Property.

(c) In addition to the other remedies set forth in this Section 12, upon the occurrence of an event of default as described in this Section 12, the Authority and the Trustee, as its assignee, shall be entitled to proceed to protect and enforce the rights vested in the Authority and its assignee by this Lease or by law. The provisions of this Lease and the duties of the City and of its council members, officers, or employees shall be enforceable by the Authority or its assignee by mandamus or other appropriate suit, action, or proceeding in any court of competent jurisdiction. Without limiting the generality of the foregoing, the Authority and its assignee may bring the following actions:

(1) Accounting. By action or suit in equity to require the City and its council members, officers, and employees and its assigns to account as the trustee of an express trust.

(2) Injunction. By action or suit in equity to enjoin any acts or things that may be unlawful or in violation of the rights of the Authority or its assignee.

(3) Mandamus. By mandamus or other suit, action, or proceeding at law or in equity to enforce the Authority's or its assignee's rights against the City (and its council members, officers, and employees) and to compel the City to perform and carry out its duties and obligations under the law and its covenants and agreements with the Authority as provided herein.

(d) The termination of this Lease by the Authority and its assignees on account of a default by the City under this Section 12 shall not affect or result in a termination of the lease of the Property by the City to the Authority pursuant to the Property Lease.

Each and every remedy of the Authority or any assignee of the rights of the Authority hereunder is cumulative and the exercise of one remedy shall not impair the right of the Authority or its assignee to any or all other remedies. If any statute or rule validly shall limit the remedies given to the Authority or any assignee of the rights of the Authority hereunder, the Authority or its assignee nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

All damages and other payments received by the Authority pursuant to this Section 12 shall be applied in the manner set forth in Section 8.08 of the Trust Agreement.

Notwithstanding anything to the contrary contained in this Lease, in no event shall the Authority re-let the Property or any Component thereof to any lessee that is not itself a governmental entity without first obtaining an opinion of Independent Counsel to the effect that such re-letting will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes.

Section 13. Waiver. The waiver by the Authority of any breach by the City, and the waiver by the City of any breach by the Authority, of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section 14. Disclaimer of Warranties. NEITHER THE AUTHORITY NOR ANY PERSON ACTING ON ITS BEHALF HAS MADE OR MAKES ANY WARRANTY OR REPRESENTATION AS TO THE PAST, PRESENT, OR FUTURE CONDITION OF THE PROPERTY NOT HEREIN EXPRESSED, AND THE CITY HAS ENTERED INTO THIS LEASE WITHOUT REPRESENTATIONS OR WARRANTIES WITH RESPECT THERETO ON THE PART OF THE AUTHORITY, ITS AGENTS, REPRESENTATIVES, OR EMPLOYEES.

Section 15. Option to Purchase. The City shall have the exclusive right and option, which shall be irrevocable during the Lease Term, to purchase all of the Authority's right, title, and interest in the Property or any Component thereof on any Business Day, upon payment of the respective option price for the Property or such Component thereof, as further described below, but only if the City is not in default under this Lease or the Trust Agreement and only in the manner provided in this Section 15.

The option price for each Component in any Lease Year shall be an amount equal to the redemption price of Outstanding Bonds, including redemption premium, if any, as set forth in Section 4.01(a) of the Trust Agreement, in the principal amount equal to the principal components of the Base Rental payments remaining, as of the date such option will be exercised, with respect to such Component, plus the applicable prepayment premium, if any, as set forth in Section 4.01(a) of the Trust Agreement, plus accrued interest to the date of redemption of the Bonds to be redeemed. Such option price is intended to represent the then fair value of such Component.

If the Business Day on which the City intends to exercise its option hereunder is, in accordance with the terms of Section 4.01(a) of the Trust Agreement, a date on which the Bonds are subject to optional redemption, then the City shall exercise its option to purchase by giving notice to the Trustee of its intention to exercise its option hereunder not less than forty-five (45) days prior to the Business Day on which it intends to exercise its option hereunder and shall arrange for the deposit with the Trustee by the date on which it intends to exercise its option to purchase hereunder an amount equal to the option price.

If the Business Day on which the City intends to exercise its option hereunder is not a date on which the Bonds are subject to optional redemption pursuant to the terms of Section 4.01(a) of the Trust Agreement, the City shall exercise its option to purchase by giving notice thereof to the Trustee not later than ten (10) days prior to the Business Day on which it desires to purchase the Authority's right, title, and interest in a Component and the option price shall be payable in installments. Each such installment (a) shall be payable at each time at which a payment of Base Rental would have been payable had such option not been exercised until the due date of the final installment referred to in the proviso set forth below in this paragraph, and (b) shall equal the principal component and the interest component of each Base Rental payment referred to in clause (a) above; provided, however, that the final installment shall be payable on the first date on which Bonds are subject to optional redemption pursuant to the terms of

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Section 4.01(a) of the Trust Agreement and shall be in an amount equal to the option price on such date for that Component. Each such installment shall bear interest until paid at a rate equal to the rate that would have been payable with respect to the payments of Base Rental referred to in clause (a) above. In order to secure its obligations to pay the installments referred to above, and to cause the defeasance of the allocable portion of the Bonds relating to such Component, the City, concurrently with the exercise of its option hereunder, shall satisfy the provisions in Section 10.01 of the Trust Agreement, including the deposit of amounts that will, together with the interest to accrue thereon without the need for further investment, be fully sufficient to pay the installments (including all principal and interest) and the option price referred to above at the times at which such installments and the option price are required to be paid. Such deposit shall be in addition to the Base Rental due on such date.

On any Business Day as to which the City shall properly have exercised the option granted it pursuant hereto with respect to a Component and shall have paid or made provision (as set forth in the preceding paragraphs) for the payment of the required option price and provided for the defeasance of the allocable portion of the Bonds relating to such Component or Components in accordance with the terms and provisions of Section 10.01 of the Trust Agreement or shall have caused the redemption of the allocable portion of the Bonds relating to such Component or Components in accordance with the terms and provisions of Section 4.01(a) of the Trust Agreement, as applicable, the Authority shall execute and deliver to the City a quitclaim deed conveying to the City or its nominee the Authority's right, title, and interest in that Component. If (A) the City shall (i) properly exercise the option provided in this Section 15 prior to the expiration of the Lease Term and (ii) provide for the defeasance of the allocable portion of the Bonds relating to such Component or Components in accordance with the terms and provisions of Section 10.01 of the Trust Agreement or shall have caused the redemption of the allocable portion of the Bonds relating to such Component or Components in accordance with the terms and provisions of Section 4.01(a) of the Trust Agreement, as applicable, and (B) the Authority shall execute and deliver the quitclaim deed to the Component as aforesaid, then this Lease shall terminate with respect to that Component, but such termination shall not affect the City's obligation to pay the option price on the terms herein set forth and shall not affect the City's obligation to pay Base Rental and Additional Rental with respect to any other Component.

Section 16. Notices. All notices, requests, demands, and other communications under this Lease by any person shall be in writing (unless otherwise specified herein) and shall be given, at the times, in the forms, via the delivery methods, to the parties, and at the addresses, and otherwise as set forth in and in accordance with, Section 10.03 of the Trust Agreement.

Section 17. Validity. If any one or more of the terms, provisions, promises, covenants, or conditions of this Lease shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, then each and all of the remaining terms, provisions, promises, covenants, and conditions of this Lease shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

If for any reason this Lease shall be held by a court of competent jurisdiction to be void, voidable, or unenforceable by the Authority or by the City, or if for any reason it is held by such a court that any of the covenants and agreements of the City hereunder, including the covenant to pay Base Rental and Additional Rental hereunder, is unenforceable for the full term of the Lease

Term, then and in such event for and in consideration of the right of the City to possess, occupy, and use the Property, which right in such event is hereby granted, this Lease shall thereupon become and shall be deemed to be a lease from year to year under which the annual Base Rental payments and Additional Rental payments herein specified will be paid by the City.

Section 18. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same agreement.

Section 19. Law Governing. This Lease is made in the State under the Constitution and laws of the State and is to be construed in accordance with the laws of the State.

Section 20. Amendment. This Lease may be amended only in accordance with and as permitted by the terms of Section 6.02 of the Trust Agreement.

Section 21. Excess Payments. Notwithstanding anything contained herein or in the Trust Agreement to the contrary, if for any reason, including but not limited to damage, destruction, condemnation, transfer, sale, or disposition, the City or the Trustee receives payments, proceeds, or awards with respect to the Property in excess of the amounts necessary to pay or prepay or provide in accordance with the Trust Agreement for the payment or redemption of all of the Outstanding Bonds and all other amounts due under this Lease and under the Trust Agreement, such excess shall represent the City's equity interest in the Property and shall all be paid to the City.

Section 22. No Merger. If both the Authority's and the City's estate under this Lease or any other lease relating to the Property or any Component thereof shall at any time by any reason become vested in one owner, this Lease and the estate created hereby shall not be destroyed or terminated by the doctrine of merger unless the City so elects as evidenced by recording a written declaration so stating; and, unless and until the City so elects, the City shall continue to have and enjoy all of its rights and privileges as to the separate estates.

Section 23. Further Assurances and Corrective Instruments. The City and the Authority agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property leased hereby or intended to be so leased or for otherwise carrying out the express intention of the Lease.

Section 24. Third-Party Beneficiary. To the extent that this Lease confers upon or gives or grants to the Bond Insurer any right, remedy, or claim under or by reason of this Lease, the Bond Insurer is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right remedy or claim conferred, given, or granted hereunder.

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

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IN WITNESS WHEREOF, the parties hereto have executed and attested this Lease by their officers thereunto duly authorized as of the day and year first above written.

CITY OF OXNARD

By: _____
Tim Flynn, Mayor

Attest:

Daniel Martinez, City Clerk

CITY OF OXNARD FINANCING AUTHORITY

By: _____
Tim Flynn, Chairman

Attest:

Daniel Martinez, Secretary

APPROVED AS TO FORM:



Stephen M. Fischer,
Interim City Attorney and
Interim Authority General Counsel

APPROVED AS TO CONTENT:

James Cameron,
City Chief Financial Officer and
Authority Controller

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CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Master Lease and Option to Purchase is hereby accepted by order of the City Council of the City of Oxnard adopted on October 21, 2014, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: November 20, 2014

CITY OF OXNARD

By: _____
Tim Flynn, Mayor

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California

County of _____

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California

County of _____

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California

County of _____

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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EXHIBIT A

Legal Descriptions of Original Components of the Property

All that certain real property situated in the County of Ventura, State of California, described as follows:

The Easterly 140 feet of Block 9, Town of Oxnard, Sub. No. 3, in the City of Oxnard, In the County of Ventura, State of California, as per Map recorded In Book 5, Page 9 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel Number: **2020-091-390**

All that certain real property situated in the County of Ventura, State of California, described as follows:

Lots 1, 2, 3 and 4, Block "C", Town of Oxnard, in the City of Oxnard, County of Ventura, State of California, as per Map recorded In Book 5, Page 9 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel Number: **2020-092-170**

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EXHIBIT B-1

Base Rental With Respect to Component 1

LIBRARY

Five Business Days Prior To:	Principal	Interest	Total
June 1, 2015			
December 1, 2015			
June 1, 2016			
December 1, 2016			
June 1, 2017			
December 1, 2017			
June 1, 2018			
December 1, 2018			
June 1, 2019			
December 1, 2019			
June 1, 2020			
December 1, 2020			
June 1, 2021			
December 1, 2021			
June 1, 2022			
December 1, 2022			
June 1, 2023			
December 1, 2023			
June 1, 2024			
December 1, 2024			
June 1, 2025			
December 1, 2025			
June 1, 2026			
December 1, 2026			
June 1, 2027			
December 1, 2027			
June 1, 2028			
December 1, 2028			
June 1, 2029			
Total			

EXHIBIT B-2

Base Rental With Respect to Component 2

ADMINISTRATIVE ANNEX BUILDING

Five Business Days Prior To:	Principal	Interest	Total
June 1, 2015			
December 1, 2015			
June 1, 2016			
Total			

EXHIBIT B-3

Aggregate Base Rental for All Components of the Property

Five Business Days Prior To:	Principal	Interest	Total
June 1, 2015			
December 1, 2015			
June 1, 2016			
December 1, 2016			
June 1, 2017			
December 1, 2017			
June 1, 2018			
December 1, 2018			
June 1, 2019			
December 1, 2019			
June 1, 2020			
December 1, 2020			
June 1, 2021			
December 1, 2021			
June 1, 2022			
December 1, 2022			
June 1, 2023			
December 1, 2023			
June 1, 2024			
December 1, 2024			
June 1, 2025			
December 1, 2025			
June 1, 2026			
December 1, 2026			
June 1, 2027			
December 1, 2027			
June 1, 2028			
December 1, 2028			
June 1, 2029			
Total			

RECORDING REQUESTED
AND WHEN RECORDED MAIL TO:
GOODWIN PROCTER LLP
601 S. Figueroa Street
41st floor
Los Angeles, CA 90017-5704
Attention: Bruce J. Graham, Esq.

This Property Lease is recorded at the request of the City of Oxnard
and is exempt from filing fees pursuant to
Section 6103 of the California Government Code.

PROPERTY LEASE

Dated as of November 1, 2014

by and between

CITY OF OXNARD,
as Lessor

and

CITY OF OXNARD FINANCING AUTHORITY,
as Lessee

Relating to

\$(PRINCIPAL AMOUNT)
City of Oxnard Financing Authority
Lease Revenue Project and Refunding Bonds, Series 2014

PROPERTY LEASE

THIS PROPERTY LEASE, dated as of November 1, 2014 (this "**Property Lease**"), is entered into by and between the CITY OF OXNARD, a municipal corporation duly organized and existing under the laws and the Constitution of the State of California (the "**City**"), as lessor, and the CITY OF OXNARD FINANCING AUTHORITY, a joint exercise of powers authority duly organized and existing under the laws of the State of California (the "**Authority**"), as lessee:

W I T N E S S E T H:

WHEREAS, the Authority is a joint exercise of powers authority organized and existing pursuant to Articles 1 and 2 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California to provide financial assistance to the City and has the authority to issue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (i.e., Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California) (the "**Act**"); and

WHEREAS, on May 22, 2003, the Authority issued its Lease Revenue Refunding Bonds, 2003 Series A, in the aggregate principal amount of \$18,640,000 (the "**2003 Bonds**"), pursuant to that certain Trust Agreement, dated as of May 1, 2003 (the "**2003 Trust Agreement**"), by and among the Authority, the City, and Wells Fargo Bank, National Association, as trustee (the "**2003 Trustee**"), to refund, on a current refunding basis, and prepay certain outstanding obligations of the Authority and the City, as further described in the 2003 Trust Agreement; and

WHEREAS, pursuant to that certain Property Lease, dated as of May 1, 2003 (the "**2003 Property Lease**"), by and between the City, as lessor, and the Authority, as lessee, the City leased to the Authority the property described in Exhibit A thereto; and

WHEREAS, the 2003 Bonds were secured by the payments to be made by the City pursuant to that certain Master Lease and Option to Purchase, dated as of May 1, 2003 (the "**2003 Lease**"), by and between the Authority, as lessor, and the City, as lessee, pursuant to which the City leased from the Authority the property described in Exhibit A thereto; and

WHEREAS, the City and the Authority desire to refund the 2003 Bonds on a current refunding basis; and

WHEREAS, pursuant to Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (Sections 53580 and following of said Government Code) (the "**Law**"), the Authority is authorized to issue refunding bonds to refund the 2003 Bonds; and

WHEREAS, the City further desires to finance the construction and improvement of certain streets and roadways within the City of Oxnard (collectively, the "**Project**"), as more particularly described in Exhibit D to that certain Trust Agreement, dated as of November 1, 2014 (the "**Trust Agreement**"), by and among the Authority, the City, and Wells Fargo Bank, National Association, as trustee (the "**Trustee**"); and

WHEREAS, the Authority has determined to provide under the Trust Agreement, the Act, and the Law for the issuance of its City of Oxnard Financing Authority Lease Revenue Project and Refunding Bonds, Series 2014 (the "**Bonds**"), the proceeds of which will be used to finance the costs to (i) refund the 2003 Bonds, (ii) construct and improve the Project, and (iii) pay costs incurred in connection with the issuance, sale, and delivery of the Bonds; and

WHEREAS, the City will lease to the Authority, pursuant to this Property Lease, all the Components comprising the Property, the legal descriptions of which Components are described in Exhibit A hereto; and

WHEREAS, the Bonds will be secured by the payments to be made by the City pursuant to that certain Master Lease and Option to Purchase, dated as of November 1, 2014 (the "**Lease**"), by and between the Authority, as lessor, and the City, as lessee, pursuant to which the City will lease from the Authority all the Components comprising the Property, the legal descriptions of which Components are described in Exhibit A thereto; and

WHEREAS, the Base Rental to be paid by the City for the lease of the Property will be sufficient to provide the amount necessary to pay the principal of and the interest on the Bonds of the Authority; and

WHEREAS, the City and the Authority desire to enter into this Property Lease, pursuant to which the City will lease to the Authority, effective on the Closing Date, all Components of the Property; and

WHEREAS, each of the City and the Authority is authorized to enter into this Property Lease pursuant to the laws of the State of California; and

WHEREAS, all acts, conditions, and things required by law to exist, to have happened, and to have been performed precedent to and in connection with the execution and entering into of this Property Lease do exist, have happened, and have been performed in due time, form, and manner as required by law, and the parties hereto are duly authorized to execute and enter into this Property Lease;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

SECTION 1. Definitions.

Unless the context otherwise requires, the terms defined in this Section 1 shall, for all purposes of this Property Lease, have the meanings set forth below: All capitalized terms used herein without definition shall have the meanings given to such terms in the Lease or the Trust Agreement.

"Asbestos Containing Materials" shall mean material in friable form containing more than one percent (1%) of the asbestiform varieties of (a) chrysotile (serpentine); (b) crocidolite (riebeckite); (c) amosite (cummingtonite-grunerite); (d) anthophyllite; (e) tremolite; and (f) actinolite.

“Environmental Regulations” shall mean all Laws and Regulations, now or hereafter in effect, with respect to Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.) (together with the regulations promulgated thereunder, **“CERCLA”**), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.) (together with the regulations promulgated thereunder, **“RCRA”**), the Emergency Planning and Community Right to Know Act, as amended (42 U.S.C. Section 11001, et seq.) (together with the regulations promulgated thereunder, **“Title III”**), the Clean Water Act, as amended (33 U.S.C. Section 1321, et seq.) (together with the regulations promulgated thereunder, **“CWA”**), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) (together with the regulations promulgated thereunder, **“CAA”**), and the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601 et seq.) (together with the regulations promulgated thereunder, **“TSCA”**), and any state or local similar laws and regulations and any so called local, state, or federal “superfund” or “superlien” law.

“Hazardous Materials” shall have the meaning given in Section 16(a) hereof.

“Laws and Regulations” shall have the meaning given in Section 16(a) hereof.

“Release” shall have the meaning given in Section 16(a) hereof.

“Site” means the real property underlying each of the Components.

SECTION 2. Property.

The City hereby leases to the Authority all Components of the Property, the legal descriptions of which Components are described in Exhibit A hereto and incorporated herein by this reference, including all buildings and improvements thereon, but excluding any personal property located in or about such premises (collectively, the **“Property”**), subject to the terms hereof and subject to any conditions, reservations, exceptions, and rights of way that are of record.

SECTION 3. Ownership.

The City covenants that it is the owner of and holds title in fee simple to all Components of the Property. The City agrees to furnish to the Authority and **[CONFIRM GLOBALLY:]** [the Bond Insurer] a title policy, in a form satisfactory to the Authority and the Bond Insurer, as to its interest in each Component of the Property.

SECTION 4. Term.

This Property Lease shall commence on the Closing Date and end on the earlier to occur of (i) June 1, 2029 (which is the final maturity date of the Bonds); provided that in the event the principal of and interest on the Bonds and all other amounts payable under the Lease and the Trust Agreement shall not be fully paid, or if the Base Rental or Additional Rental due under the Lease shall have been abated at any time as permitted by the terms of the Lease, then the term of this Property Lease shall be extended, except that the term shall in no event be extended beyond

June 1, 2039, or (ii) the date upon which the Trust Agreement shall have been discharged in accordance with Section 10.01 of the Trust Agreement.

SECTION 5. Rent.

The Authority shall pay to the City an advance rent of \$ _____ [AMOUNT OF NET BOND PROCEEDS] as full consideration for this Property Lease over its term. The Authority is obtaining the advance rent payment from the proceeds of the sale of the Bonds issued pursuant to the Trust Agreement. The City acknowledges receipt of the advance rent by the Trustee for deposit in accordance with the terms of the Trust Agreement and, in consideration thereof, the City agrees to use such sum to pay Project Costs and authorizes the disbursement by the Trustee of the advance rent payment as provided in Section 3.01 of the Trust Agreement. The Authority hereby waives any right that it may have under the laws of the State of California to receive a rebate of such rent in full or in part in the event there is a substantial interference with the use and right of possession of the Authority of the Property or portion thereof as a result of material damage, destruction, or condemnation.

SECTION 6. Purpose.

The Authority shall use each Component of the Property for the purposes described in the Lease and for such other purposes as may be incidental thereto; provided, that in the event of default by the City under the Lease or termination of the Lease under the circumstances described in Section 12 thereof, the Authority or its assigns may exercise the remedies provided in Section 12 of the Lease without regard to the restrictions set forth in this Section 6.

SECTION 7. Right of Substitution of Property.

The City reserves the right at any time to substitute real property and/or improvements thereon owned by the City for all or any Component of the Property, provided that:

(a) subject to Section 7 of the Lease, the City obtains the prior written consent of the Authority and any municipal bond rating agency that has, at the request of the City, rated the Bonds issued pursuant to the Trust Agreement;

(b) the City finds (and delivers a certificate to the Authority and Trustee setting forth its findings) that the substituted Component or Components of the Property and improvements thereon has the same or greater fair rental value than that Component or Components of the Property for which it is being substituted and that the Base Rental payments being made by the City for the then current Lease Year and subsequent Lease Year thereafter pursuant to the Lease will not be reduced.

Upon the substitution of any Component or Components of the Property for the Component or Components constituting the Property, the City, the Authority, and the Trustee shall execute and record with the Office of the County Recorder, County of Ventura, California, any document necessary to release any Component or Components of the Property substituted pursuant to the provisions of this Property Lease and the Lease and to include the substituted Component or Components to constitute the released Component or Components of the Property under this Property Lease and the Lease.

SECTION 8. Assignment and Lease.

So long as no event of default has occurred and is continuing under the Lease, subject to Section 7 of the Lease, the Authority shall not sell, assign, mortgage, hypothecate, or otherwise encumber this Property Lease and any rights hereunder, and the leasehold created hereby, by trust agreement, indenture, or deed of trust or otherwise or sublet any Component of the Property without the prior written consent of the City, except that the City expressly approves and consents to the assignment and transfer of the Authority's right, title, and interest in this Property Lease to the Trustee pursuant to the Trust Agreement. Upon the occurrence of an event of default under the Lease, the Trustee may mortgage, sell, assign, or encumber this Property Lease and the City shall not have any consent rights in respect thereto.

SECTION 9. Right of Entry.

The City reserves the right for any of its duly authorized representatives to enter upon any Component of the Property at any reasonable time.

SECTION 10. Expiration.

The Authority agrees, upon the expiration of this Property Lease, to quit and surrender all Components constituting the Property.

SECTION 11. Quiet Enjoyment.

The Authority at all times during the term of this Property Lease shall peaceably and quietly have, hold, and enjoy all Components constituting the Property. Notwithstanding the foregoing covenant, the Authority shall not have any right to receive a rebate of the advance rent paid pursuant to Section 5 hereof or any portion thereof in the event there is a substantial interference with the use and right of possession of the Authority of the Property or portion thereof as a result of material damage, destruction, or condemnation.

SECTION 12. Taxes and Insurance.

The City covenants and agrees to pay any and all taxes and assessments levied or assessed upon each Component of the Property. The City further covenants and agrees to maintain insurance on each Component of the Property required pursuant to Section 4.3 of the Lease.

SECTION 13. Eminent Domain.

If the whole or any part of a Component constituting the Property shall be taken under the power of eminent domain, the interest of the Authority shall be recognized and is hereby determined to be the aggregate amount of unpaid Base Rental (plus accrued interest to the date of redemption of the allocable portion of the Bonds relating to such Component) under the Lease attributable to such Component of the Property taken under the power of eminent domain and shall be paid to the Trustee in accordance with the terms of the Lease and the Trust Agreement.

SECTION 14. Default.

In the event that the Authority or its assignee shall be in default in the performance of any obligation on its part to be performed under the terms of this Property Lease, the City may exercise any and all remedies granted by law, except that no merger of this Property Lease and of the Lease shall be deemed to occur as a result thereof; provided, however, that the City shall have no power to terminate this Property Lease by reason of any default on the part of the Authority or its assignee. So long as any such assignee of the Authority or any successor in interest to the Authority shall duly perform the terms and conditions of this Property Lease, such assignee shall be deemed to be and shall become the tenant of the City hereunder and shall be entitled to all of the rights and privileges granted under any such assignment.

SECTION 15. [RESERVED]

SECTION 16. Compliance with Laws and Regulations.

(a) The City has, after due inquiry, no knowledge and has not given or received any written notice indicating that the Sites or the past or present use thereof or any practice, procedure, or policy employed by it in the conduct of its business materially violates any applicable law, regulation, code, order, rule, judgment, or consent agreement, including, without limitation, those relating to zoning, building, use and occupancy, fire safety, health, sanitation, air pollution, ecological matters, environmental protection, hazardous or toxic materials, substances or wastes, conservation, parking, or restrictive covenants or other agreements affecting title to the Sites (collectively, "**Laws and Regulations**"). Without limiting the generality of the foregoing, neither the City nor, to the best of its knowledge, after due inquiry, any prior or present owner, tenant, or subtenant of any of the Sites has, other than as set forth in subsections (a) and (b) of this Section or as may have been remediated in accordance with Laws and Regulations, (i) used, treated, stored, transported, or disposed of any material amount of flammable explosives, polychlorinated biphenyl compounds, heavy metals, chlorinated solvents, cyanide, radon, petroleum products, asbestos or any Asbestos Containing Materials, methane, radioactive materials, pollutants, hazardous materials, hazardous wastes, hazardous, toxic, or regulated substances or related materials, as defined in CERCLA, RCRA, CWA, CAA, TSCA, and Title III, and the regulations promulgated pursuant thereto, and in all other Environmental Regulations applicable to the City, any of the Sites or the business operations conducted by the City thereon (collectively, "**Hazardous Materials**") on, from, or beneath the Sites, (ii) pumped, spilled, leaked, disposed of, emptied, discharged, or released (hereinafter collectively referred to as "**Release**") any material amount of Hazardous Materials on, from, or beneath the Sites, or (iii) stored any material amount of petroleum products at the Sites in underground storage tanks.

(b) Excluded from the representations and warranties in subsection (a) hereof with respect to Hazardous Materials are those Hazardous Materials in those amounts ordinarily found in the inventory of the respective users of each of the Components or used in the maintenance of each of the Components, the use, treatment, storage, transportation, and disposal of which has been and shall be in compliance with all Laws and Regulations.

(c) None of the Sites located in an area of high potential incidence of radon has an unventilated basement or subsurface portion that is occupied or used for any purpose other than the support of the improvements to such Sites.

(d) The City has not received any notice from any insurance company that has issued a policy with respect to the Sites or from the applicable state or local government agency responsible for insurance standards (or any other body exercising similar functions) requiring the performance of any repairs, alterations, or other work, which repairs, alterations, or other work have not been completed at the Sites. The City has not received any notice of default or breach that has not been cured under any covenant, condition, restriction, right of way, reciprocal easement agreement, or other easement affecting the Sites that is to be performed or complied with by it.

SECTION 17. Environmental Compliance.

(a) Neither the City nor the Authority shall use or permit the Sites or any part thereof to be used to generate, manufacture, refine, treat, store, handle, transport, or dispose of, transfer, produce, or process Hazardous Materials, except, and only to the extent, if necessary to maintain the improvements on the Sites and then only in compliance with all Environmental Regulations and any state equivalent laws and regulations, nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any tenant, subtenant, licensee, guest, invitee, contractor, employee, and agent, the storage, transportation, disposal, or use of Hazardous Materials or the Release or threat of Release of Hazardous Materials on, from, or beneath the Sites or onto any other sites, excluding, however, those Hazardous Materials in those amounts ordinarily found in the inventory of the respective user of each of the Components, the use, storage, treatment, transportation, and disposal of which shall be in compliance with all Environmental Regulations. Upon the occurrence of any Release or threat of Release of Hazardous Materials, the City shall promptly commence and perform, or cause to be commenced and performed promptly, without cost to the Trustee, all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials so released, on, from, or beneath the Sites, in compliance with all Environmental Regulations. Notwithstanding anything to the contrary contained herein, underground storage tanks shall only be permitted subject to compliance with subsection (d) and only to the extent necessary to maintain the improvements on the Sites.

(b) The City and the Authority shall comply with, and shall cause its tenants, subtenants, licensees, guests, invitees, contractors, employees, and agents to comply with, all Environmental Regulations, and shall keep the Sites free and clear of any liens imposed pursuant thereto (provided, however, that any such liens, if not discharged, may be bonded). The City and the Authority shall cause each tenant under any lease, and use its best efforts to cause all of such tenant's subtenants, agents, licensees, employees, contractors, guests, and invitees and the guests and invitees of all of the foregoing to comply with all Environmental Regulations with respect to the Sites; provided, however, that, notwithstanding that a portion of this covenant is limited to the City's and the Authority's use of its best efforts, the Authority and the City shall remain solely responsible for ensuring such compliance and such limitation shall not diminish or affect in any way the City's and the Authority's obligations contained in subsection (c) hereof as provided in subsection (c) hereof. Upon receipt of any notice from any person with regard to the

Release of Hazardous Materials on, from, or beneath the Sites, the City and the Authority shall give prompt written notice thereof to the Authority and the Bond Insurer, so long as the Bond Insurer is not in default in its payment obligations under the Bond Insurance Policy (and, in any event, prior to the expiration of any period in which to respond to such notice under any Environmental Regulation).

(c) Irrespective of whether any representation or warranty contained in Section 16 hereof is not true or correct, the City shall defend, indemnify, and hold harmless the Authority, the Bond Insurer, and the Trustee, and each of their respective employees, agents, officers, directors, trustees, successors, and assigns, from and against any claims, demands, penalties, fines, attorneys' fees (including, without limitation, attorneys' fees incurred to enforce the indemnification contained in this Section 17), consultants' fees, investigation and laboratory fees, liabilities, settlements (five (5) Business Days' prior notice of which the Authority, the Bond Insurer, or the Trustee, as appropriate, shall have delivered to the City), court costs, damages, losses, costs, or expenses of whatever kind or nature, known or unknown, contingent or otherwise, occurring in whole or in part, arising out of, or in any way related to, (i) the presence, disposal, Release, threat of Release, removal, discharge, storage, or transportation of any Hazardous Materials on, from, or beneath the Sites, (ii) any personal injury (including wrongful death) or Sites damage (real or personal) arising out of or related to such Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached (five (5) Business Days' prior notice of which the City, the Bond Insurer, or the Trustee, as appropriate, shall have delivered to the City), or governmental order relating to Hazardous Materials on, from, or beneath any of the Sites, (iv) any violation of Environmental Regulations or subsection (a) or (b) hereof by it or any of its agents, tenants, employees, contractors, licensees, guests, subtenants, or invitees, and (v) the imposition of any governmental lien for the recovery of environmental cleanup or removal costs. To the extent that the Authority or the City is strictly liable under any Environmental Regulation, its obligation to the Authority, the Trustee, the Bond Insurer, and the other indemnitees under the foregoing indemnification shall likewise be without regard to fault on its part with respect to the violation of any Environmental Regulation that results in liability to any indemnitee. Its obligations and liabilities under this Section 17(c) shall survive any sale, assignment, or re letting of the leasehold estate in the Sites and the satisfaction and payment of all Bonds.

(d) The City and the Authority shall conform to and carry out a reasonable program of maintenance and inspection of all underground storage tanks, and shall maintain, repair, and replace such tanks only in accordance with Laws and Regulations, including but not limited to Environmental Regulations.

SECTION 18. Notices.

All notices, requests, demands, and other communications under this Property Lease by any person shall be in writing (unless otherwise specified herein) and shall be given, at the times, in the forms, via the delivery methods, to the parties, and at the addresses, and otherwise as set forth in and in accordance with, Section 10.03 of the Trust Agreement.

SECTION 19. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants, or conditions of this Property Lease shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Property Lease shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 20. Governing Law.

This Property Lease shall be governed by the laws of the State of California.

SECTION 21. Execution in Counterparts.

This Property Lease may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which together shall constitute one and the same Property Lease.

SECTION 22. Amendment.

This Property Lease may be amended only in accordance with and as permitted by the terms of Section 6.02 of the Trust Agreement.

SECTION 23. Third-Party Beneficiary.

To the extent that this Property Lease confers upon or gives or grants to the Bond Insurer, any right, remedy, or claim under or by reason of this Property Lease, the Bond Insurer is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right remedy or claim conferred, given, or granted hereunder.

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

IN WITNESS WHEREOF, the parties hereto have executed and attested this Property Lease by their officers thereunto duly authorized as of the day and year first above written.

CITY OF OXNARD

By: _____
Tim Flynn, Mayor

Attest:

Daniel Martinez, City Clerk

CITY OF OXNARD FINANCING AUTHORITY

By: _____
Tim Flynn, Chairman

Attest:

Daniel Martinez, Secretary

APPROVED AS TO FORM:

Stephen M. Fischer,
Interim City Attorney and
Interim Authority General Counsel

APPROVED AS TO CONTENT:

James Cameron,
City Chief Financial Officer and
Authority Controller

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Property Lease is hereby accepted by order of the City Council of the City of Oxnard adopted on October 21, 2014, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: November 20, 2014

CITY OF OXNARD

By: _____
Tim Flynn, Mayor

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California

County of _____

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California

County of _____

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____.

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California

County of _____

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____.

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Legal Description of the Original Components of the Property

All that certain real property situated in the County of Ventura, State of California, described as follows:

The Easterly 140 feet of Block 9, Town of Oxnard, Sub. No. 3, in the City of Oxnard, In the County of Ventura, State of California, as per Map recorded In Book 5, Page 9 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel Number: **2020-091-390**

All that certain real property situated in the County of Ventura, State of California, described as follows:

Lots 1, 2, 3 and 4, Block "C", Town of Oxnard, in the City of Oxnard, County of Ventura, State of California, as per Map recorded In Book 5, Page 9 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel Number: **2020-092-170**

TERMINATION, RECONVEYANCE, AND QUITCLAIM

WITNESSETH:

WHEREAS, the City of Oxnard Financing Authority, a joint exercise of powers authority duly organized and existing under the laws of the State of California (the "Authority"), entered into that certain Property Lease, dated as of May 1, 2003 (the "Property Lease"), by and between the City of Oxnard, a municipal corporation duly organized and existing under the laws and the Constitution of the State of California (the "City"), as lessor, and the Authority, as lessee, which Property Lease was originally recorded on May 21, 2003, as Instrument No. 2003-170680 of the Official Records of the County of Ventura, State of California, pursuant to which Property Lease the City leased to the Authority the property described therein and incorporated herein by this reference (the "Property"); and

WHEREAS, the Authority entered into that certain Master Lease and Option to Purchase, dated as of May 1, 2003 (the "Lease"), by and between the Authority, as lessor, and the City, as lessee, which Lease was originally recorded on May 21, 2003, as Instrument No. 2003-170631 of the Official Records of the County of Ventura, State of California, pursuant to which Lease the Authority leased the Property back to the City; and

WHEREAS, pursuant to that certain Trust Agreement, dated as of May 1, 2003 (the "Trust Agreement"), by and among the Authority, the City, and Wells Fargo Bank, National Association, as trustee (the "Trustee"), the Authority assigned to the Trustee, among other things, all of the Authority's right, title, and interest in and to the Lease and the Property Lease; and

WHEREAS, the Authority and the City desire to terminate the Property Lease and the Lease and each of the Authority and the Trustee desires to reconvey, release, transfer, and quitclaim to the City all of its right, title, and interest in and to the Property and the City desires to accept such reconveyance, release, transfer, and quitclaim; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Termination. Each of the Property Lease and the Lease is hereby terminated and of no further force or effect, and none of the Authority, the City, or the Trustee shall have any further rights or liabilities thereunder.
2. Release and Reconveyance. Each of the Authority and the Trustee hereby reconveys, releases, transfers, and quitclaims to the City all of its right, title, and interest in and to the Property.
3. Acceptance. The City hereby accepts the reconveyance, release, transfer, and quitclaim of the Property.
4. Execution. This Termination, Reconveyance, and Quitclaim may be executed and entered into in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Authority, the City, and the Trustee have executed this Termination, Reconveyance, and Quitclaim as of November 1, 2014.

CITY OF OXNARD

By: _____
Tim Flynn, Mayor

Attest:

Daniel Martinez, City Clerk

CITY OF OXNARD FINANCING AUTHORITY

By: _____
Tim Flynn, Chairman

Attest:

Daniel Martinez, Secretary

APPROVED AS TO FORM:



Stephen M. Fischer,
Interim City Attorney and
Interim Authority General Counsel

APPROVED AS TO CONTEST:



James Cameron,
City Chief Financial Officer and
Authority Controller

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee

By: _____
Vice President

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Termination, Reconveyance, and Quitclaim is hereby accepted by order of the City Council of the City of Oxnard adopted on October 21, 2014, and the City consents to the recordation thereof by its duly authorized officer.

Dated: November __, 2014

CITY OF OXNARD

By: _____

James Cameron,
City Chief Financial Officer and
Authority Controller

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California

County of _____

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____,

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

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WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____,

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Signature _____ (Seal)

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County of _____

On _____ before me, _____
(here insert name and title of the officer)

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WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____,

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

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WITNESS my hand and official seal.

Signature _____ (Seal)

State of California

County of _____

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____,

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

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WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

RECORDING REQUESTED
AND WHEN RECORDED MAIL TO:
GOODWIN PROCTER LLP
601 S. Figueroa Street
41st Floor
Los Angeles, California 90017
Attention: Bruce J. Graham, Esq.

This Termination, Reconveyance, and Quitclaim is recorded at the
request of the City of Oxnard and is exempt from filing fees pursuant to
Section 6103 of the California Government Code.

TERMINATION, RECONVEYANCE, AND QUITCLAIM

Dated as of November 1, 2014

by and among

CITY OF OXNARD

and

CITY OF OXNARD FINANCING AUTHORITY

and

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

Relating to
\$18,640,000
CITY OF OXNARD FINANCING AUTHORITY
LEASE REVENUE REFUNDING BONDS, 2003 SERIES A

Neighborhood Resurfacing Projects

Hobson Park West Neighborhood Resurfacing	\$ 1.4 million
La Colonia Neighborhood Resurfacing Phase 2	\$ 3.2 million
Redwood Neighborhood Resurfacing	\$ 2.0 million
Pleasant Valley Estates Neighborhood Resurfacing	\$ 3.1 million
La Colonia Neighborhood Resurfacing Phase 3	\$ 2.5 million
Fremont North Neighborhood Resurfacing	\$ 1.7 million
College Estates Neighborhood Resurfacing	\$1.8 million
Sierra Linda Neighborhood Resurfacing	\$ 3.3 million
Orchard Park Neighborhood Resurfacing	\$ 1.6 million
South Bank Neighborhood Resurfacing	\$ 1.6 million
Rio Lindo Neighborhood Resurfacing	\$ 2.9 million
Windsor North River Ridge Neighborhood Resurfacing	\$ 2.3 million
Bryce Canyon South Neighborhood Resurfacing	\$ 1.3 million
Channel Islands Neighborhood Resurfacing	\$ 2.0 million

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Finance / General Services
Project/Program
Manager: Jim Cameron / Michael Hendersors

Date: October 14, 2014
Phone: 7461

Reason for Appropriation:

To recognize 2014 Lease Revenue Bonds proceeds and allocate funding to streets improvements projects

Accounts and Descriptions

AMOUNT

Fund: 2014 LEASE REVENUE BONDS (314)

Revenues/Transfers In

STREET IMPROVEMENT (3024)

314-3024-712.79-51	PROCEEDS - SALE OF BONDS	20,000,000
Sub-total Revenues		20,000,000

Expenditures/Transfers Out

SOUTH BANK RESURFACING (PROJECT NO. 153111)

314-3024-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	96,000
314-3024-826.86-05	CAPITAL OUTLAY / IMPROV NOT BUILD-MAJOR RE	1,504,000
Sub-total Project		1,600,000

COLLEGE ESTATE RESURFACIN (PROJECT NO. 153112)

314-3024-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	108,000
314-3024-826.86-05	CAPITAL OUTLAY / IMPROV NOT BUILD-MAJOR RE	1,692,000
Sub-total Project		1,800,000

CHANNEL ISLANDS RESURF (PROJECT NO. 153113)

314-3024-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	120,000
314-3024-826.86-05	CAPITAL OUTLAY / IMPROV NOT BUILD-MAJOR RE	1,880,000
Sub-total Project		2,000,000

ORCHARD PARK RESURFACING (PROJECT NO. 153114)

314-3024-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	96,000
314-3024-826.86-05	CAPITAL OUTLAY / IMPROV NOT BUILD-MAJOR RE	1,504,000
Sub-total Project		1,600,000

SIERRA LINDA RESURFACING (PROJECT NO. 153115)

314-3024-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	198,000
314-3024-826.86-05	CAPITAL OUTLAY / IMPROV NOT BUILD-MAJOR RE	3,102,000
Sub-total Project		3,300,000

PLEASANT VALLEY EST RESUR (PROJECT NO. 153116)

314-3024-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	186,000
314-3024-826.86-05	CAPITAL OUTLAY / IMPROV NOT BUILD-MAJOR RE	2,914,000
Sub-total Project		3,100,000

FREEMONT NORTH RESURFACIN (PROJECT NO. 153117)

314-3024-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	102,000
314-3024-826.86-05	CAPITAL OUTLAY / IMPROV NOT BUILD-MAJOR RE	1,598,000
Sub-total Project		1,700,000

RIO LINDO RESURFACING (PROJECT NO. 153118)

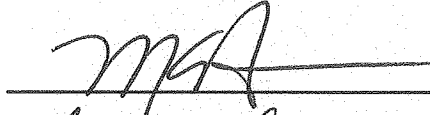
314-3024-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	174,000
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SBA# (Finance Use Only) **ATTACHMENT # 1**
 BA Doc# (Finance Use Only) **1 OF 2**
 Revised : 2/23/2012

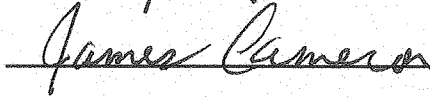
314-3024-826.86-05	CAPITAL OUTLAY / IMPROV NOT BUILD-MAJOR RE	<u>2,726,000</u>
	Sub-total Project	<u>2,900,000</u>
WINDSOR N. RIVERRI RESURF (PROJECT NO. 153119)		
314-3024-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	120,000
314-3024-826.86-05	CAPITAL OUTLAY / IMPROV NOT BUILD-MAJOR RE	<u>1,880,000</u>
	Sub-total Project	<u>2,000,000</u>
	Sub-total Expenditures	<u>20,000,000</u>
Net Change to Fund Balance		<u>0</u>
Net Appropriation Change		<u>20,000,000</u>

Approvals

Department Director



Chief Financial Officer



City Manager

ATTACHMENT # 1
PAGE 2 OF 2

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012



Meeting Date: 10/21/14

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

Prepared By: Grace Magistrale Hoffman *SMH* Agenda Item No. *J-2*Reviewed By: City Manager *SM* City Attorney *SMF* Finance *SM* Other (Specify) *JC*

DATE: October 3, 2014

TO: City Council

FROM: *Grace Hoffman*
Grace Magistrale Hoffman, Deputy City Manager
City Manager's OfficeSUBJECT: Second Amendment to Agreement with DH Green Consulting for Prevention and
Community Outreach Services for the Oxnard Alliance for Community Strength**RECOMMENDATION**

Approve and authorize the Mayor to execute a Second Amendment to Agreement (5885-12-CM) with DH Green Consulting for the term of October 14, 2014, to September 30, 2015, in the amount of \$100,000, bringing the total contract amount to \$300,000 (with \$150,000 reimbursed by the County of Ventura for the life of the contract).

DISCUSSION

The Oxnard Alliance for Community Strength is led by Oxnard City Council representatives Mayor Tim Flynn and Mayor Pro Tem Carmen Ramirez. The purpose of the collaborative with the County of Ventura (represented by Supervisor Kathy Long and Supervisor John Zaragoza) is to provide direction and focus that will facilitate violence prevention efforts within a network of organizations and individuals in the City of Oxnard. DH Green will provide prevention and community outreach services to further the long- and short-term goals and objectives of the Oxnard Alliance for Community Strength on behalf of the City of Oxnard, County of Ventura Human Services Agency, and the County of Ventura Probation Agency. The total cost of the contract is \$100,000, with the County of Ventura reimbursing the City \$50,000. Therefore, the actual cost to the General Fund is \$50,000.

In 2012, a Request for Proposal (RFP) was issued with two proposals submitted. DH Green Consulting was ranked as the best qualified for the work. The original agreement was from July 2012 to August 2013. The first amendment was from October 2013 to September 2014. This second amendment will be for a term of October 2014 to September 2015.

FINANCIAL IMPACT

Funds are available in the Fiscal Year 2014 – 2015 Adopted Budget to cover the cost of these services. \$50,000 of the \$100,000 will be reimbursed by the County of Ventura for an actual cost to the City's General Fund of \$50,000.

Attachment #1 - Second Amendment to DH Green Consulting Contract

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 7th day of October, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and DH Green Consulting ("Consultant"). This Second Amendment amends the Agreement entered into on July 19, 2012, by City and Consultant. The Agreement has previously been amended on September 10, 2013 by a First Amendment.

City and Consultant agree as follows:

1. Effective October 14, 2014, Exhibit A-1 is deleted and replaced with Exhibit A-2 and the reference to "Exhibit A-1" in Section 1 of the Agreement is replaced with "Exhibit A-2" which is attached hereto and incorporated by this reference in full herein.
2. Effective October 14, 2014, Exhibit B-1 is deleted and replaced with Exhibit B-2 and the reference to "Exhibit B-1" in Section 8 of the Agreement is replaced with "Exhibit B-2" which is attached hereto and incorporated by this reference in full herein.
3. In Section 12 of the Agreement, the date "September 30, 2014" is deleted and replaced by the date "September 30, 2015."
4. Effective October 14, 2014, Exhibit C-1 is deleted and replaced with Exhibit C-2 and the reference to "Exhibit C-1" in Section 14 of the Agreement is replaced with "Exhibit C-2" which is attached hereto and incorporated by this reference in full herein.
5. In Section 14 of the Agreement, the figure "\$200,000" is deleted and replaced with "\$300,000".
6. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor

Doug Green, Principal
DH Green Consulting

APPROVED AS TO FORM:

Stephen Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Grace Magistrale Hoffman, Project Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Exhibit A-2 & B-2

Scope of Work with Time for Performance Oxnard Alliance for Community Strength Consultation Services

Introduction:

Contractor will provide professional consulting services to further the long and short-term goals and objectives of the Oxnard Alliance for Community Strength (the Alliance) on behalf of the City of Oxnard, County of Ventura Human Services Agency, and County of Ventura Probation Agency. The purpose of the Alliance is to provide direction and focus that will facilitate violence prevention efforts within a network of organizations and individuals in the City of Oxnard and surrounding areas. The term of the contract will be for one year beginning October 14, 2014 and ending September 30, 2015. Further funding for subsequent years will be considered at the discretion of the City and County partners.

The ability to be flexible and adaptable is critical to the success of this effort, since living and work environments are seldom static. Short and long term goals will be determined by the Contractor and the Alliance and will be reflected in a adaptable Implementation Plan approved by the Alliance Technical Team. The core value of cultural competency – effectively responding to the community in a cross cultural context -- will be central to the work of the Alliance, Task Forces and Subcommittees. Cultural competence recognizes and values the strengths of individuals, families, and communities and honors the worth and dignity of all.

The Oxnard Alliance for Community Strength's Action Plan and Implementation Plan are reflective of the Strategic Action Framework for Empowered & Thriving Youth (SAFETY) Blueprint adopted by Oxnard City Council in March 2009 and the Community Wisdom Narrative: Consejos Report. The SAFETY Blueprint states that a "strategic focus on positive outcomes for young people must recognize the interrelationship between different forms of violence. Few individuals and even fewer families experience violence as a single issue or as a discrete phenomenon. Often, different forms of violence – intimate violence, child abuse and neglect, sexual violence, gang violence, bullying, suicidal behavior- co-exist within the same home, interrelated in complicated ways. Each experience of these types of violence is a risk factor for other forms of violence." The prevention of violence will take a life-time commitment and multi-layered holistic approach.

Contractor Responsibilities

In consideration of the foregoing, this Scope of Work with Time for Performance outlines the activities and deliverables to be provided by Contractor as part of this collaborative project. The Contractor shall provide leadership in the oversight and phased implementation of the Alliance Action Plan. The implementation includes working within the Alliances network of partners and with ad hoc committees as determined by the Alliance Technical Team to ensure success of the project. Contractor shall provide the scope of work outlined below during the term of the contract.

2014-15 OXNARD ALLIANCE SCOPE OF WORK AT A GLANCE

Scope Elements	Activities/Objectives	Outcomes	Measures & Evaluation Methods	Timeline
Focus: Support the accomplishment of specific Alliance Goals				
Youth and Schools Goals. Strengthen involvement of youth in violence prevention.	Involve 50 partners in a dialog about youth violence co-sponsored by the Alliance, including partners working with youth (focus: how bullying and other forms of violence impact youth).	Increased youth involvement in prevention.	Youth involvement measured by the number of participants who attend and complete evaluation forms.	Convening of partners by 5/31/15.
Families Goal. Promote best and promising practices in parenting.	Build the five protective factors among parents in Oxnard's highly impacted neighborhoods by co-hosting 10 Triple P Parenting Seminars (Key partners: First 5, Human Services Agency, Behavioral Health).	Strengthened Families.	Increased understanding of parenting measured by the number of participants and changes in knowledge reflected on pre- and post-tests.	Host 10 seminars by 9/30/15.
Families Goal. Develop leadership capacity among local parents.	Working with Alliance partners that offer parent leadership training/advocacy, train 30 parent leaders in two cycles of the Leaders for Change parent leadership series; Seek funding for a sustainable parent leader network (Key partners: Aspiranet, Child Development Resources, First 5, HSA, Partnership for Safe Families & Communities, Strategies).	Increased parent preparedness for leadership roles.	Increase parent leadership capacity measured by the number of participants and by changes in knowledge reflected on pre- and post-tests.	First workshop series completed by year end 2014; second by 9/30/15.
Neighborhoods Goal. Train partners in responding to community violence in a trauma-informed way.	Work with partners to seek funding for a training of 20 volunteer trainers in a model of community healing in the wake of violence. Obtain MOUs from 5 partners regarding use of trained volunteers following community violence. (Key partners: Oxnard Office of Youth Safety, law enforcement, Casa Pacifica, Oxnard schools, VC Behavioral Health, VC Public Health) Develop a group on ACEs* Connection for Ventura County with the target of 25 members by 9/30/15; Foster exchange of information about trauma-informed practices in Ventura County.	Strengthened partnership between citizens and agencies; increased healing.	Increased capacity to respond to violence measured by the number of training participants and completed training evaluations. Number of signed MOUs. Number of members reflected in a Ventura County group/blog on ACEs Connection.	Training completed by 6/30/15. MOUs in place by 9/30/15.

2014-15 OXNARD ALLIANCE SCOPE OF WORK AT A GLANCE				
Scope Elements	Activities/Objectives	Outcomes	Measures and Evaluation Methods	Timeline
<i>Focus: Support the accomplishment of specific Alliance Goals</i>				
Neighborhoods Goal. Support highly-impacted neighbor-hoods.	Work with community members and groups in impacted neighborhoods to support access to agency services, encourage adoption of best practices, provide assistance in planning. Convene 25 community members who are involved with Healing Circles to build a network of people to support each other and provide peer training.	Accelerated healing from trauma.	Community involvement measured by the number of convening participants and completed convening evaluation forms.	Ongoing through 9/30/15.
City-wide goal. Support the adoption of restorative justice practices throughout the Alliance network.	Work with partners to plan and promote a Restorative Justice Summit (Objective: 50 Alliance partners participate in the summit). Work in conjunction with the Ventura County Restorative Justice Collaborative to provide community education and professional development opportunities.	Increased community resiliency and healing.	Partner involvement measured by the number of summit participants and completed summit evaluation forms.	Ongoing through 9/30/15.

*Adverse Children Experiences website and blog for organizations and areas focused on promoting trauma-informed practices.

2014-15 OXNARD ALLIANCE SCOPE OF WORK AT A GLANCE - CONTINUED

Scope Elements	Activities	Outcomes	Timeline
<i>Focus: Strengthen the network of the Oxnard Alliance</i>			
Serve as Prevention and Community Outreach Coordinator.	Co-facilitate Technical Team and Alliance All Partner meetings; Support Alliance partner organizations with information and technical assistance as needed; Work with Alliance partners to achieve outcomes of this Scope of Work. Share opportunities for engagement with the Alliance and results achieved with the community. Attend partner events and meetings to support their violence prevention and family strengthening efforts, provide information about Alliance activities and remain informed about trends in the field.	Strengthened network of partners working collaboratively.	Ongoing through 9/30/15.
Share information, including best and promising practices and available resources.	Work with the Technical Team to share best and promising practices, report progress in completing this Scope of Work, share information about partners' programs and highlight the successes of Alliance partners.	Increased communication and access to best and promising practices.	Ongoing communication through 9/30/15.
Coordinate efforts with other city departments.	Work with the Youth Safety Coordinator and other city departments to create a strong continuum of prevention, intervention, enforcement and suppression activities.	Increased alignment of violence prevention programs.	Ongoing through 9/30/15
Ensure cultural responsiveness in Alliance-sponsored activities.	Ensure Alliance-sponsored activities, meeting plans and communications include culturally proficient approaches, including meeting times, child supervision and interpreter services.	Increased cultural proficiency.	Ongoing through 9/30/15.

Compensation Schedule
Exhibit C-2

Prevention and Community Outreach Coordinator for the
Oxnard Alliance for Community Strength

IV. Compensation Schedule:

A. The minimum number of hours that Contractor will perform for the ALLIANCE during the term of this contract is 1000 hours (October 14, 2014 – September 30, 2015). The total budget for these services is \$100,000. Assuming all services are performed by Contractor, the maximum financial responsibilities of the governmental entities towards the Contractor for the Project is \$8,333.33.

1. Compensation from the City of Oxnard: The City of Oxnard will pay \$8,333.33 per month.
2. Billing Schedule: The City of Oxnard will pay Contractor monthly for services rendered within 30 days of receipt of an accurate and approved invoice submitted to the City of Oxnard, fiscal services. The monthly invoice and hours worked will be due no later than the tenth calendar day of the subsequent month. A report detailing services rendered will be submitted quarterly. The designated City of Oxnard program staff assigned to this contract will coordinate with City of Oxnard Fiscal Services to review and approve the claim for processing.

Meeting Date: 10/21/2014

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

Prepared By: Cynthia Daniels *CD* Agenda Item No. K-1Reviewed By: City Manager *JM* City Attorney *JOB* Finance *Sanford* Other *Je*

DATE: October 8, 2014

TO: City Council

FROM: Matthew Winegar, Director
Development Services Department *MW*SUBJECT: **Parking Ordinance Revision and Review of One Year Trial for Free Electric Vehicle Charging at City-Owned Charging Stations****RECOMMENDATION**

That City Council:

1. Approve the first reading by title only and subsequent adoption of an ordinance amending the parking regulations for electric vehicle charging at city-owned and operated parking facilities.
2. Adopt a resolution suspending for one additional year until November 14, 2015, the \$2.25 per hour fee for electric vehicle charging at city-owned chargers.

DISCUSSION

Background. The City owns and operates three electric vehicle charging stations at two locations: two at 255 E. Fifth Street at the Oxnard Transit Center long-term parking lot, and one at 324 South B Street at the first floor of the downtown parking garage. On July 23, 2013, the City Council held a public hearing and adopted Resolution No. 14,431 establishing a user fee of \$2.25 per hour for electric vehicle charging. The charging fee recovers the estimated operational costs (which are the fees from the vendors and electricity costs) in accordance with the financial management policies in City Council Resolution Nos. 14,430 and 14,670. Resolution Nos. 14,430 and 14,670 state the City Council will recover the costs of providing a private benefit to users through the imposition of user fees and charges. On October 15, 2013, the City Council adopted Ordinance No. 2874 amending the City Code to include parking regulations for electric vehicle charging. On November 5, 2013, the City Council adopted Resolution No. 14,442 suspending the fee for electric vehicle charging for a one-year trial, and directed staff to return with the results of the usage at the end of the one-year period. Unless the City Council takes action, the one-year suspension will end at midnight on November 14, 2014.

Parking Ordinance Amendment. Staff recommends the parking ordinance be amended to clarify the language in the City Code to enforce exclusive use of the parking spaces for electric vehicles connected

to charging stations as authorized by the California Vehicle Code Section 22511(a).

Electric Vehicle Charging Fee. Staff recommends the one-year suspension of the hourly fee be extended for one additional year and that City Council direct staff to report on the usage at the end of the second year. Attachment 3 is the summary of estimated costs to operate the electric vehicle chargers that was used to establish the hourly fee. Attachment 4 is an update on the costs for electric vehicle charging in other public agencies. Attachment 5 is the summary report of usage at the three chargers during the one-year trial that started on November 15, 2013. The report does not cover a full year of usage because the trial period ends on November 14, 2014, before the first City Council meeting in November. At approximately 442 hours of requested usage at the three chargers between November 15, 2013, and September 30, 2014, the City has foregone \$995.36 of revenue to recover costs during the first ten and a half months of the trial.

Charging Station Operator. ParkMobile USA Inc. operates the electric chargers in conjunction with Liberty Access Technologies Inc. ParkMobile's contract expires on March 1, 2016 (Agreement No. 6270-13-DS). Without a third party operator, the City cannot collect the fee or data on when and for how long the chargers are used. The cost to terminate the contract without cause before the expiration date is not to exceed \$1,300. Liberty Access Technologies' contract expires on December 31, 2018 (Agreement No. 6191-13-DS). The cost to terminate the Liberty Access Technologies contract may not exceed \$1,152, and may be less because it is an annual fee of \$216.

ClipperCreek Electric Vehicle Chargers. The City's electric vehicle charging stations were partially funded by a grant from the Ventura County Air Pollution Control District. The grant agreement (No. 6113-13-DS) requires the City to own, maintain, and be able to operate the charging stations for a minimum of five years. The agreement expires November 13, 2018. Attachment 6 is a description of how to calculate the cost of charging an electric vehicle at home.

FINANCIAL IMPACT

There is no financial impact of amending the City Code for the electric vehicle parking. There is a small charge for advertising the ordinance change in the newspaper. The financial impact of extending the free trial for electric vehicle charging will depend on the amount of the usage. If usage is similar to the first year, the estimated financial impact is a loss of revenue of approximately \$2,275 for two years.

CD

- Attachment #1 - Ordinance amending City Code Ch. 8 (legislative draft and clean versions)
- Attachment #2 - City Council Resolution
- Attachment #3 - Table 1 Estimated Cost of Electric Vehicle Charging at City of Oxnard
- Attachment #4 - Table 2 Electric Vehicle Charging Fees at Other Public Agencies
- Attachment #5 - Table 3 Usage Report November 2013 to September 2014
- Attachment #6 - "How Much Does It Cost to Charge an Electric Vehicle?" By Will Barrett

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO.

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING
DIVISION I OF ARTICLE IV OF CHAPTER 8 OF THE OXNARD CITY CODE
CONCERNING THE PARKING OF ELECTRIC VEHICLES AND ELECTRIC
VEHICLE CHARGING

WHEREAS, Section 22511(a) of the California Vehicle Code provides that a local authority, by ordinance or resolution, may designate stalls or spaces in an off-street parking facility owned or operated by that local authority for the exclusive purpose of charging and parking a vehicle that is connected for electric charging purposes; and

WHEREAS, Section 22511(f) of the California Vehicle Code provides that Section 22511 does not interfere with existing law governing the ability of local authorities to adopt ordinances related to parking programs within their jurisdiction; and

WHEREAS, the City wishes to ensure that the electric charging stations are available for the fueling of electric vehicles as defined herein.

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

Part 1. Section 8-57 is hereby amended to read (additions in *italics*, deletions in ~~strikeout~~):

“SEC. 8-57. ELECTRIC VEHICLE CHARGING.

No person shall park a vehicle in an off-street parking facility owned or operated by the city in a stall or space designated exclusively for parking an electric vehicle ~~for charging purposes~~ *that is connected for electric charging purposes*, which is posted in accordance with California Vehicle Code section 22511, as it may be amended or renumbered from time to time, for any purpose other than to charge an electric vehicle. Nor shall any person connect any device, item, equipment, or thing to an electric charger located at such space or stall other than an electric vehicle, as defined herein. As used in this Section 8-57:

- (A) An “electric vehicle” means a plug-in electric vehicle, including an exclusively electric vehicle (“EV”) and a plug-in hybrid electric vehicle (“PHEV”);
- (B) An EV means a motor vehicle exclusively powered by an electric propulsion system; and,
- (C) A PHEV means a motor vehicle primarily powered by an electric propulsion system and secondarily by an internal combustion system, which powers the electric

propulsion system when the on-board source of electricity is depleted or discharged.”

Part 2. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. _____ was first read on _____, 2014, and finally adopted on _____, 2014, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

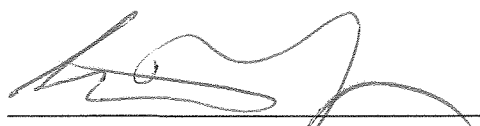
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

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ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING
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- (A) An “electric vehicle” means a plug-in electric vehicle, including an exclusively electric vehicle (“EV”) and a plug-in hybrid electric vehicle (“PHEV”);
- (B) An EV means a motor vehicle exclusively powered by an electric propulsion system; and,
- (C) A PHEV means a motor vehicle primarily powered by an electric propulsion system and secondarily by an internal combustion system, which powers the electric

propulsion system when the on-board source of electricity is depleted or discharged.”

Part 2. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. _____ was first read on _____, 2014, and finally adopted on _____, 2014, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

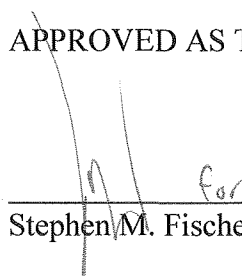
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, Interim City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
SUSPENDING FOR ONE ADDITIONAL YEAR THE FEE FOR SERVICES
PROVIDED BY DEVELOPMENT SERVICES DEPARTMENT FOR
ELECTRIC VEHICLE CHARGING

WHEREAS, on June 24, 2014, the City Council adopted Resolution No. 14,670 that implements financial management policies ("the policies") to be followed in the development and implementation of the City budget; and

WHEREAS, subsection B of section III of the policies requires annual review of activities supported by user fees and charges to determine costs and effect adjustments sufficient to recover actual costs, requires an attempt to recover the costs of services providing a private benefit to users, and establishes the user fees and charges at a level related to the degree of public versus private benefit; and

WHEREAS, on July 23, 2013 the City Council adopted Resolution No. 14,431 establishing a fee of \$2.25 per hour for electric vehicle charging at City-owned charging stations, and

WHEREAS, on October 15, 2013 the City Council reconsidered the public vs. private benefits of a hourly fee for electric vehicle charging, determining that the public benefits of encouraging the use of charging stations in the downtown area justified any private benefit that may result from providing free use of charging stations, and approved offering free electric vehicle charging for a one year trial; and

WHEREAS, the City Council received a report on the first year of the free trial and determines a second year of the free trial justifies any private benefit that may result from providing free use of charging stations; and

WHEREAS, the adoption of this resolution is exempt from the California Environmental Quality Act (CEQA) pursuant to the Section 15273 of the State CEQA Guidelines as the establishment of fees for the purpose of meeting operating expenses.

NOW THEREFORE, the City Council of the City of Oxnard resolves the electric vehicle charging fee is suspended for an additional one-year trial, effective November 15, 2014.

Resolution No.
Page 2

PASSED AND ADOPTED THIS day of , 2014 by the following
vote:

AYES:

NOES:

ABSENT:

ATTEST:

Tim Flynn, Mayor

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

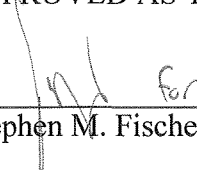
_____
Stephen M. Fischer, Interim City Attorney

Table 1

Pricing for Electric Vehicle Charging

<u>Fixed Costs Per Unit</u>	<u>Amount</u>	<u>Per Day</u>	<u>Per Month</u>	<u>Yearly</u>	<u>Units</u>	<u>One Year Cost</u>	
1. Liberty Access Technologies administrative fee	\$ 6.00	\$ 0.20	\$ 6.00	\$ 72.00	3	\$ 216.00	
2. Park Mobile initial set up fee (one time charge)	\$ 10.00	\$ 0.03	\$ 0.90	\$ 10.00	3	\$ 30.00	One time charge
3. Maintenance \$180/hr, assume 4 hrs/yr	\$ -	\$ -	\$ -	\$ -	0	\$ -	
4. Standby electrical consumption 6 watts 54 kWhr/yr (1)	\$ 0.03	\$ 0.81	\$ 9.72	3	\$ 29.16		
5. Park Mobile transaction fee (minimum 100 transactions)	\$ 0.35	\$ 0.39	\$ 35.00	\$ 420.00	1	\$ 420.00	
Subtotal		\$ 0.65	\$ 42.71	\$ 511.72		\$ 695.16	
 <u>Variable Costs Per Unit</u>							
Electricity cost per kilowatt-hour (kWhr)	\$ 0.18						
 6. Cost in kWhr for Model CS-40 EV Charger uses 7.2 watts/hr (assume 8 hr/day)							
	\$ 1.30	\$ 10.37				\$ 3,766.84	
	\$ 1.30						
	Per Hour				Total	\$ 4,462.00	
					Rounded	\$ 4,600.00	

City Electric Vehicle Charging Fee \$2.25 Per Hour

City Council Resolution No. 14,431

Notes:

(1) kWhr is kilowatt-hour. A kilowatt-hour is a unit of energy equivalent to one kilowatt (1 kW) of power expended for one hour.

Table 2

Survey of Other Public Electric Vehicle Charging Stations

	Cost/Hour (Hr)	Type of Charger
City of Moorpark	2014: \$1/hr, \$1 minimum	ChargePoint Level 2
City of Ojai	2013: Free 2014 Update: Free	ClipperCreek Level 2
City of Santa Barbara	2013: \$1/hr, \$1 minimum to charge 2014 Update: \$0.25/kWhr (1) plus parking if over 75 minutes in parking garages (without parking fees, works out to about \$0.82/hr for vehicles that charge at 3.3 kW and \$1.65 for vehicles that charge at 6.6 kW, the max for most Level 2 chargers according to Community Environmental Council in Santa Barbara)	ChargePoint Level 2 ChargePoint Level 2
City of Santa Monica	2013: Free 2014 Update: Free	
City of Solvang	2013: \$0.45/hr 2014 Update: \$0.35/kWhr	ChargePoint Level 2
City of Thousand Oaks	2013: \$1-2/hr based on membership 2013: Free 2014 Update: Market Price for Kilowatt \$1-\$5 per kilowatt. Clipper Creek chargers to be removed from public areas	Blink Level 2 ClipperCreek Level 2 Blink Level 2
City of Ventura	2013: \$0.50/hr, \$0.50 minimum 2014 Update: \$0.50/hr, \$0.50 minimum	ChargePoint Level 2 Requires RFID Card from ChargePoint
County of Santa Barbara	2014: \$0.45/hr, \$0.45 minimum	ChargePoint Level 2

Notes:

(1) kWhr is kilowatt-hour. A kilowatt-hour is a unit of energy equivalent to one kilowatt (1 kW) of power expended for one hour. (http://en.wikipedia.org/wiki/Kilowatt_hour#Definition)

ATTACHMENT 4
PAGE 1 OF 1

Table 3
One Year Usage
3 Chargers

Month/Year	Total Days/Mo	Number of Transactions	Hours Used
Nov-14	16.00	11.00	12.83
Dec-14	31.00	3.00	7.50
Jan-15	31.00	12.00	22.84
Feb-15	28.00	8.00	17.50
Mar-15	31.00	15.00	32.76
Apr-15	30.00	11.00	19.83
May-15	31.00	22.00	38.65
Jun-15	30.00	32.00	63.96
Jul-15	31.00	28.00	46.68
Aug-15	31.00	21.00	48.22
Sep-15	30.00	59.00	131.61
Oct-15	31.00	Not Available	
Nov-15	14.00	Not Available	
	365.00	222.00	442.38

Foregone Revenue \$ 995.36



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[Contact Us](#)

240V EV Charging Stations Starting at \$395 [Buy Now](#)
 Call today to learn more: 530-887-1674

EV CHARGING: COSTS AND DISTANCES

On October 24, 2012 By Will Barrett

Previously we discussed the [Three Things you Need to Know to Determine your Electric Vehicle Charging Time](#). This week we'll use that information to determine the cost to fully charge your electric vehicle. Please refer to the example below and keep in mind that individual electrical rates will vary.

1. Find your most recent utility bill to obtain your cost per kWh. My residential PG&E rate in September of 2012 was \$0.12845 per kWh which is the cost we use in this example.*
2. Find your electric vehicle battery capacity using the chart below or the vehicle manufacturers' web site.
3. Multiply the electrical rate from #1 with your battery capacity from #2. Viola! This is the cost to fully charge your electric vehicle at your current electrical rate.

Just for kicks, we've also provided the [EPA](#) figures for miles you can expect from a fully charged battery.** The "Compare Side-by-Side" feature at the DOE website is helpful, although you'll have to toggle between Electric and Hybrid to really compare BEV's (Battery Electric Vehicle, aka all electric) to PHEV's (Plug In Hybrid Electric Vehicles, which have both an electric and an internal combustion engine). Which one is your favorite?

Vehicle	Type	Battery Size (kWh)	Cost to charge at \$0.12845 per kWh	Expected Electrical Miles on a Charge per EPA
2011 BMW ActiveE	BEV	32	\$4.11	102
2012 Chevy Volt	PHEV	16	\$2.06	35
2013 Chevy Volt	PHEV	16	\$2.06	38
2012 Coda	BEV	31	\$3.98	88
2012 Fisker Karma	PHEV	16	\$2.06	33
2013 Ford Focus EV	BEV	23	\$2.95	76
2012 Mitsubishi i-MiEV	BEV	16	\$2.06	62
2012 Nissan Leaf	BEV	24	\$3.08	73
2013 Nissan Leaf Upgrade	BEV	30	\$3.85	N/A: not yet released
2012 Tesla Model S	BEV	40	\$5.14	N/A: not yet released
	BEV	60	\$7.71	N/A: not yet released
	BEV	85	\$10.92	265
2010 Tesla Roadster (Model K)	BEV	56	\$7.19	245
2012 Toyota Prius EV	PHEV	4.4	\$0.57	11
2013 Toyota Rav4 EV	BEV	41.8	\$5.37	N/A: not yet released (expected 92-113 per Toyota)

*According to the US [Energy Information Administration](#) (EIA), the National Average in 2011 for Residential electricity was 11.8¢ per kWh. You will definitely want to check with your utility provider to obtain the best rates and times for charging your electric vehicle. The reason is that some locations can be more than 55 cents per kWh if you charge during peak times and/or surpass demand thresholds!

**Keep in mind that you probably won't require a full charge every day. Much like a gasoline or diesel vehicle, the amount you need to charge on a typical day (as well as the actual mileage you achieve) will be dependent on variables such as the distance you drive, the terrain, speed, temperature, and individual driving habits.

***Battery Sizes were obtained using Wikipedia and/or manufacturer websites in October of 2012. This chart does not take into account the usable battery % (this means it may not actually cost as much to charge your EV as shown in the chart above! This is a good thing. For example, the 2012 Nissan Leaf has an approximate 90% usable battery for charging purposes).

- Stacey Barhydt, 10/24/2012

[← Previous](#) [Next →](#)

[Home](#) | [Electric Vehicles \(EV\)](#) | EV CHARGING: COSTS AND DISTANCES

ATTACHMENT 6

PAGE 1 OF 1

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
September 9, 2014

A. ROLL CALL/POSTING OF AGENDA

At 4:32 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez and Bryan A. MacDonald were present. Councilmembers Dorina Padilla and Bert Perello were absent. 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; Greg Nyhoff, City Manager; Stephen Fischer, Interim City Attorney and James Cameron, Chief Financial Officer.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comment was received from: Steve Nash.

C. CLOSED SESSION

At 4:36 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 numbers of the litigation being discussed are City of Oxnard v. Malcolm Pirnie, et al., Los Angeles County Superior Court, Case No. BC469176; and City of Oxnard v. Southern California Gas Co., et al. Ventura County Superior Court, Case No. 56-2013-00439270-CU-BC-VTA.

At 5:58 p.m. the City Council reconvened and recessed to the evening session. At 6:02 p.m., the Interim City Attorney announced by a voted of 3-0, with Mayor Flynn, Mayor Pro Tem Ramirez and Councilmember MacDonald voting in the affirmative (Councilmembers Padilla and Perello were not present), the City Council decided to seek appellate review in City of Oxnard v. Southern California Gas Co., et al of the Court's rulings on the parties' Motions for Summary Adjudication regarding responsibility for payment of costs of relocating utilities during construction of the Rice/Santa Clara Ave. – Highway 101 Interchange Project.

D. OPENING CEREMONIES

At 6:02 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 and Councilmember Bert Perello was present. Additional staff members present were: Danielle Navas, City Treasurer; Jeri Williams, Police Chief; James Williams, Fire Chief; Barbara Murray, Library Director; Rob Roshanian, Interim Public Works Director; Grace Magistrale Hoffman, Deputy City Manager; Martin Erickson, Deputy City Manager; Michael Henderson, General Services Manager; Christina Aerenlund, Public Information Officer; Lou Balderrama, City Engineer; Cynthia Daniels, Project Manager; Kymberly Horner, Interim Redevelopment Services Manager and Chris Williamson, Principal Planner.

E. CEREMONIAL CALENDAR1. SUBJECT: Designation of "Purple Heart City"

DISCUSSION: The Mayor presented a proclamation to Karen Schatz, Oxnard Librarian who introduced Robert Buckney; Jim Daniels; John Williams; Michael Cook; Richard Bryan and Brian Camarillo local veterans.

ACTION: Mayor Flynn presented the proclamation and recognized all local veterans.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Ed Ellis; Mario Quintana; Steve Nash; Robert Moon; Dick Jaquez; Bertha Almanez; Marcos Manilla; Evangelina Avila; Beverley Markham; Maricela Chavez; Maria Franco; George Miller; John D. Martinez; Daniel Lechlitter; Jacinta Garcia; Elliott Gabriel; Tanya Cole; Cynthia Gonzalez; Inez Tuttle; Juan Delgado; Peggy Rivera and Jess Gutierrez.

G. TRANSMITTAL OF INFORMATION ONLY ITEMSI. PUBLIC HEARINGS

Mayor Flynn opened the public hearing. The City Clerk reported on publication and that there were no written communications received.

Development Services Department

1. SUBJECT: Planning and Zoning Permit Nos. 14-620-01 (General Plan Amendment) and 14-570-01 (Zone Change), and Negative Declaration No. 2014-02, for the properties located at 2011, 2100, 2201 Statham Boulevard, 1600 Ives Avenue, and 1741 Pacific Avenue. (001)

RECOMMENDATION: 1) Adopt **Resolution No. 14,684** (i) approving Planning and Zoning Permit No. 14-620-01 (General Plan Amendment) to change the existing General Plan land use designation from Industrial Business and Research Park (BRP) to Commercial General (CG) and Industrial Limited (ILM) to Commercial General (CG); (ii) amending the General Plan Land Use Map; and (iii) adopting negative declaration (ND. No. 2014-02), for the properties located at 2011, 2100, and 2201 Statham Boulevard, 1600 Ives Avenue, and 1741 Pacific Avenue; and 2) Approve the first reading by title only and subsequent adoption of **Ordinance No. 2885** (i) approving Planning and Zoning Permit No. 14-570-01 (Zone Change) to change the existing zoning designation from Business and Research Park Zone (BRP) to General Commercial Planned Development Zone (C-2-PD) and Limited Manufacturing Zone (M-L) to General Commercial Planned Development Zone (C-2-PD); (ii) amending the City of Oxnard Zoning Map to change the zoning designations of property; and (iii) adopting negative declaration (ND No. 2014-02), for the properties located at 2011, 2100, and 2201 Statham Boulevard, 1600 Ives Avenue, and 1741 Pacific Avenue.

DISCUSSION: The Principal Planner briefly reviewed the proposed changes.

Public Comments were received from: Pat Brown and Peggy Rivera.

The Councilmembers discussed: proposed zone changes, use of former Redevelopment property and future development options.

ACTION: Close the public hearing. (MacDonald/Ramirez) Approved unanimously. Approved as recommended. (MacDonald/Ramirez) Ayes: Ramirez, MacDonald, Perello and Flynn. Absent: Padilla.

H. INFORMATION/CONSENT PUBLIC HEARINGSHousing Department

1. SUBJECT: The City of Oxnard's Consolidated Annual Performance and Evaluation Report (CAPER) for the Fiscal Year 2013-2014.

RECOMMENDATION: Continued to September 16, 2014

ACTION: Moved to continue. (Ramirez/Perello) Ayes: MacDonald, Perello, Flynn and Ramirez.
Absent: Padilla.

J. APPOINTMENT ITEMSRECESS

At 7:44 p.m., the City Council recessed while the Community Development Commission Successor Agency held a meeting. At 8:23 the City Council meeting reconvened.

K. REPORTSN. PUBLIC COMMENTS ON REPORTSO. PUBLIC COMMENTS ON STUDY SESSIONP. STUDY SESSIONQ. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Police Chief (S-2(a), S-2(e) & S-10); General Services Manager (S-2(b)); City Engineer (S-2(d)); General Services Manager (S-3); City Treasurer (S-4); Project Manager (S-6); and Fire Chief (S-8).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDAS. INFORMATION/CONSENT AGENDACity Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for June 24; July 1, 8, 15, 22, 2014. (063)
RECOMMENDATION: Approve.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (093)
RECOMMENDATION: Approve and authorize the City Manager, to execute the attached 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.* Removed S-2(a).

3. SUBJECT: Agreement No. 6856-14-CM –General On-Call Engineering Services. (097)
RECOMMENDATION: Approve and authorize the Mayor to execute Agreement with Penfield & Smith Engineers (6856-14-CM) in the not-to-exceed amount of \$750,000 for general on-call engineering services for three years beginning on September 9, 2014.

City Treasurer Department

4. SUBJECT: Quarterly Investment Report for the Fourth Quarter F/Y 2013-2014. (123)
RECOMMENDATION Accept the Quarterly Investment Report for the Fourth Quarter F/Y 2013-2014.

Development Services Department

5. SUBJECT: Final Parcel Map PZ No. 12-300-02. Filed by Dionisio Rodriguez, D.A.L., LLC, 2600 Stern Lane, Oxnard, California 93035. (131)
RECOMMENDATION: Adopt **Resolution No. 14,685** approving Final Parcel Map PZ No. 12-300-02 for property located approximately 100 feet southeast of the intersection of West Pleasant Valley Road and Charles Street (APN: 222-0-102-240 and 222-0-102-260).
6. SUBJECT: Special Budget Appropriations for Bicycle Facilities at C Street and in the Northeast Community Specific Plan (NECSP). (143)
RECOMMENDATION: 1) Recognize and appropriate \$58,536 of federal grant to the “Bike Facilities NE Plan” Project; 2) Appropriate Transportation Development Act / Bicycle and Pedestrians Funds in amount of \$93,250 to the “Bike Facilities NE Plan” Project; and 3) Recognize and appropriate \$27,825 of federal grant to the “C St Bike Facilities” Project.

Fire Department

7. SUBJECT: Donation of Equipment to Allan Hancock College. (149)
RECOMMENDATION: Adopt **Resolution No. 14,686**: 1) Approving an Equipment Donation Agreement with Allan Hancock College; 2) Authorizing the Mayor’s execution of the Equipment Donation Agreement; and 3) Authorizing the Oxnard Fire Chief to donate Equipment to Allan Hancock College pursuant to the terms of the Equipment Donation Agreement upon City Council adoption of the resolution and the Mayor’s execution of the Equipment Donation Agreement.
8. SUBJECT: Authorization to Submit an Application to Federal Emergency Management Agency (FEMA) for the 2014 Staffing for Adequate Fire & Emergency Response (SAFER) Grant. (159)
RECOMMENDATION: Adopt **Resolution No. 14,687** authorizing the submittal of a grant application to FEMA for 2014 SAFER grant funds in the amount of \$3,118,613.40.

Police Department

9. SUBJECT: Memorandum of Agreement between Commander, Navy Region Southwest and the City of Oxnard. (161)
RECOMMENDATION: Approve and authorize the Mayor to execute the Memorandum of Agreement (A-7718) between Commander, Navy Region Southwest and the City of Oxnard, relating to the Oxnard Police Department’s response to criminal and/or terrorist incidents at Naval Base Ventura County.

10. SUBJECT: Memoranda of Understanding between Various Local School Districts and the City of Oxnard Police Department. (169)

RECOMMENDATION: Approve and authorize the City Manager to execute the Fiscal Year 2014-15 Memoranda of Understanding (MOU) between the Rio School District (6663-14-PO), Hueneme School District (6661-14-PO), Oxnard School District (6679-14-PO) and Oxnard Union High School District (6665-14-PO & 6666-14-PO) for the School Resource Officer (SRO) Program.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended with removal of S-2(a) for future date. (MacDonald/Ramirez) Ayes: Flynn, Ramirez, MacDonald and Perello. Absent: Padilla.

COMMUNITY DEVELOPMENT SUCCESSOR AGENCY

At 9:47 p.m. the joint meeting with the Community Development Successor Agency concluded.

L. REPORT OF CITY MANAGER

The City Manager commented on upcoming reports: the proposed September 30, 2014 (budget update) meeting; updating of City policies; presentation of HUD communications; update of neighborhood street repairs; improving the permit process; and water tank investigation. The Fire Chief commented on "9/11" activities at Oxnard Fire Stations.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The Council discussed: attending Regional Rail conference (MacDonald); attending California League of Cities conference; recent correspondence received from HUD; status of Los Cortes development; Southern California Association of Governments report on poverty (Ramirez); use of video cameras in the community; "water conservation" measures; status of the Public Access Channel; update of Solid Waste Transfer Station; status of building the Rose Park restroom and planned Veterans Day's activities.

T. ADJOURNMENT

At 10:07 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD CITY COUNCIL

Regular Meeting
September 16, 2014

A. ROLL CALL/POSTING OF AGENDA

At 6:06 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Bryan A. MacDonald and Dorina Padilla were present. Councilmembers Carmen Ramirez and Bert Perello were absent. 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, Assistant City Manager; Stephen Fischer, Interim City Attorney; Barbara Murray, Library Director; Matthew Winegar, Development Services Director; Rob Roshanian, Interim Public Works Director; Jason Benites, Assistant Police Chief; Carrie Sabatini, Interim Housing Director; Trish Honigsberg, Outreach/Educational Specialist; Deborah Fox, Literacy Coordinator and Juliette Dang, Grants Coordinator.

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

1. SUBJECT: Presentation of Proclamation designating September 2014 as "Adult Literacy Awareness Month" and recognize three participants in the Oxnard Public Library Adult Literacy Program.
DISCUSSION: The Library Director and Literacy Coordinator commented on the reading program which includes the tutoring students and introduced Robert Rollins, Jose Cruz and Siblings Matson who have participated in the program.
2. SUBJECT: Presentation of Proclamation Designating September 20, 2014 as "Coastal Clean Up Day".
DISCUSSION: The Outreach/Educational Specialist invited the public to the Saturday, September 20, 2014 activities to volunteer at different sites in the community.
3. SUBJECT: Presentation of the Commission on Community Relations' Community Awards.
DISCUSSION: Orlando Dozier, Chairman of Commission on Community Relations, commented on the mission of the Commission on Community Relation and recognized Antonio Ramirez; Lucy Cartagena; Walter Fuller; Consulado de Mexico en Oxnard and El Concilio Family Services.

At 6:35 p.m., Mayor Pro Tem Ramirez was present. At 6:36 p.m., Mayor Flynn left the meeting and Mayor Pro Tem Ramirez presided.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Harry Cortez; George Miller; Mike Young; Dick Jaquez; Steve Nash; Morey Navarro; Daniel Lechliter; Mario Quintana; Lupe Anguiano; Maria Ventura; Linda Calderon; Julie Pena; William Terry; Juan Delgado; Dan Pinedo; Jim Lavery; Elliott Gabriel; Hector Pelayo; George Sorkin; Leo Martinez; Jess Gutierrez; Harold Ceja; Larry Stein and Cesar Cervantes.

At 6:54 p.m., Councilmember Perello was present.

C. CLOSED SESSION

The Council concurred to reorder the agenda with the closed session at the end of the meeting.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

ACTION: Mayor Pro Tem Ramirez declared the public hearing open.

DISCUSSION: The City Clerk reported on posting, publication and that there was one written communication received.

Housing Department

1. SUBJECT: The City of Oxnard's Consolidated Annual Performance and Evaluation Report (CAPER) for the Fiscal Year 2013-2014. (001)

RECOMMENDATION: Accept the City of Oxnard's CAPER for FY 2013-2014.

DISCUSSION: The Interim Housing Director briefly commented on the report to be submitted to HUD, use of funds and one letter received from Ms. Tracy. The Grants Coordinator outlined spending of funds in different programs and time allocated.

Public comment was received from: Eileen Tracy.

Councilmembers commented on: letter received from Ms. Tracy and response to questions; Finance accounting system and the approval use of funds process.

ACTION: Close the public hearing. (MacDonald/Perello) Approved unanimously. Approved as recommended. (MacDonald/Perello) Ayes: MacDonald, Padilla, Perello and Ramirez. Absent: Flynn.

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

L. REPORT OF CITY MANAGER

The Assistant City Manager stated that signs regarding hazards had been placed at Ormond Beach and on the number of visitors to the site.

1. SUBJECT: Confirm September 30, 2014, as a Special City Council Meeting date.
ACTION: Approve meeting date. (MacDonald/Perello) Ayes: Padilla, Perello, Ramirez and MacDonald. Absent: Flynn.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The Council discussed: business license policy; League of Cities National conference (Padilla); Cultural Arts committee (Padilla); maintenance of Oxnard Boulevard; requested a report regarding injection of wells outside the City limits; use of "body" camera(s) for Police Department; planned Coastal Clean-up event (Ramirez); update of Los Cortes development; update of Public Access Channel and Channel Islands University community outreach program meeting (Ramirez).

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

At 8:38 p.m., Mayor Flynn was present and presided.

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Chief Financial Officer and Interim Public Works Director (S-3); Interim Public Works Director and City Engineer (S-4).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comment was received from: George Miller.

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Special Meeting of the Oxnard City Council for July 29, 2014. (125)
RECOMMENDATION: Approve.

Development Services Department

2. SUBJECT: Second Reading of **Ordinance No. 2885** approving Planning and Zoning Permit No. 14-570-01 (Zone Change) and adopting negative declaration (ND No. 2014-02). (131).
RECOMMENDATION: Second reading and adoption.

Finance Department

3. SUBJECT: Reimbursement Resolution for Measure 'O' Debt Financed Street Projects. (137)
RECOMMENDATION: Adopt a resolution declaring its intent to reimburse the City for capital expenditures related to the improvement and construction of portions of streets and roadways in the City from proceeds of taxable or tax-exempt indebtedness.

Public Works Department

4. SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract for PW14-03R-(Rebid) Kingsbridge Way Wall Repairs-Mandalay Bay Seawalls. (141)

RECOMMENDATION: 1) Award contract to the lowest responsible and responsive bidder, John S. Meek Company, Inc. (A-7712) in the amount of \$993,965.00 for PW14-03R-Kingsbridge Way Wall Repairs-Mandalay Bay Seawalls, and authorize the purchasing agent to execute the contract upon receipt of final Documents; and 2) Approve a special budget appropriation in the amount of \$400,000 from Waterway Assessment Fund Balance to Mandalay Bay Seawall Improvements Project 143101.

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 9:07 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, to decide whether to initiate litigation in one potential case

The City Council also recessed to a closed session, pursuant to Government Code section 54957.6 to review the status of negotiations and to provide instructions to the City's negotiators, Michelle Téllez, Director of Human Resources; Jeffrey C. Freedman, City's labor attorney, regarding salaries, salary schedules and compensation paid in the form of fringe benefits for employees represented by the employee organization identified above and other matters within the scope of representation.

At 10:15 p.m. the City Council reconvened and recessed to the evening session.

T. ADJOURNMENT

At 10:16 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
September 23, 2014

A. ROLL CALL/POSTING OF AGENDA

At 4:30 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers and Community Development Commission Successor Agency. 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; Greg Nyhoff, City Manager; Karen Burnham, Assistant City Manager; Stephen Fischer, Interim City Attorney and Kymberly Horner, Interim Redevelopment Services Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comment was received from: Steve Nash.

C. CLOSED SESSION

At 4:06 p.m. the City Council and Community Development Commission 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 were SOCM I, LLC v. City of Oxnard, et al., Ventura County Superior Court, Case No. 56-2012-00427637-CU-MC-VTA and City of Oxnard v. Viola Construction, Inc., et al., Ventura County Superior Court, Case No. 56-2012-00412257-CU-BC-VTA

At 5:58 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:05 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: Danielle Navas, City Treasurer; Jeri Williams, Police Chief; James Williams, Fire Chief; Barbara Murray, Library Director; James Cameron, Chief Financial Officer; Rob Roshanian, Interim Public Works Director; Carrie Sabatini, Interim Housing Director; Martin Erickson, Deputy City Manager; Michael Henderson, General Services Manager; Cynthia Daniels, Project Manager and Chris Williamson, Principal Planner.

E. CEREMONIAL CALENDAR

1. SUBJECT: Employee of the Quarter
DISCUSSION: The General Services Manager introduced Felipe Martinez, as a worker of his Division, who thanked everyone for the recognition.
2. SUBJECT: Presentation of Proclamation Designating October, 2014 as "Fire Prevention Month"
DISCUSSION: Sergio Martinez, Fire Marshal, commented on the Fire prevention theme "Working Smoke Alarms Save Lives: Test Yours Every Month!" which included checking batteries of "smoke detectors" and prevention/safety activities.

3. SUBJECT: Presentation to the City of Oxnard from the Ocotlan Sister City Committee
DISCUSSION: Mary Ann Rooney, Oxnard Sister City President, commented on the visit to Ocotlan, Mexico and presented gifts to the Council.

ITEMS REMOVED FROM AGENDA

The Council concurred to remove K-3 from the agenda.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Jean Joneson; George Miller; Daniel Lechlitter; William Terry; Vince Behrens; Dick Jaquez; Lupe Anguiano; Steve Nash; Pete Placencia; Larry Stein; Edward Castillo; Dan Pinedo and Inez Tuttle.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

City Treasurers Department

1. SUBJECT: Investment Policy and Annual Report of Investment Activity. (001)
RECOMMENDATION: 1) Approve the Investment Policy for the City of Oxnard; and 2) Adopt **Resolution No. 14,689** delegating investment authority to the City Treasurer.
DISCUSSION: The City Treasurer reviewed the investment activities of the City, other cities that follow State guidelines and the City Treasurer's Office staffing levels.

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

Development Services Department

2. SUBJECT: Report on Local Coastal Program Update Tasks and Schedule. (035)
RECOMMENDATION: Receive and file a report outlining the tasks and schedule for updating the Oxnard Local Coastal Program (LCP).
DISCUSSION: The Principal Planner outlined the need to update coastal tasks/sites including NRG plant; McGrath State Beach; joint land use study with Navy; update LCP; and working with the Coastal Commission and other agencies regarding the coastal plan.

Public comments were received from: Dan Lechlitter; George Miller and Steve Nash.

The Council discussed: need to protect the coast; studies regarding "sea-level raise" and schedule to update the coastal plan.

At 8:15 p.m., Councilmember MacDonald left the meeting.

ACTION: Moved to receive report (Ramirez/Perello) Ayes: Padilla, Perello, Flynn and Ramirez.
Absent: MacDonald.

Public Works Department

3. SUBJECT: Wastewater Utility Enterprise Revenue Increase. (045)

RECOMMENDATION: 1) Review and provide direction to the Interim Public Works Director to implement a revenue increase for the Wastewater Utility Enterprise. The proposed increase is six percent (6 %) for the Wastewater Utility Enterprise to become effective January 10, 2015; and 2) Authorize staff to proceed with the Prop 218 public notice process.

ACTION: The City Council concurred to remove this item from the agenda.

At 8:17 p.m., Councilmember MacDonald returned to the meeting.

L. REPORT OF CITY MANAGER

Housing Department

1. SUBJECT: Update on the Department of Housing and Urban Development (HUD) Monitoring Report of the Supportive Housing Program. (047)

RECOMMENDATION: Receive a report on the status of the Department of Housing and Urban Development (HUD) Supportive Housing Program (SHP) monitoring letter dated August 13, 2014.

DISCUSSION: The Assistant City Manager and Interim Housing Director commented on the report, corrections made to facilities, working with HUD and other correction measures. The City Manager stated a letter would be sent to HUD regarding the corrections.

Bob Dice, Management Partners, commented on going forward on "homelessness" issues; working with the Continuum of Care (alliance) and supporting the Commission on Homelessness.

Public comments received from: David Courtland; Inez Tuttle and Francine Castanon.

The Council commented on several issues including "how the situation occurred"; the "pass thru status" option and responsibilities of Housing Authority and Commission on Homelessness.

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

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

Councilmembers discussed: Transportation Commission meeting (toll roads); Downtown Improvement Task Force; Public Access Channel; Ormond Beach Task Force; requested a report of the injection process of a local well; status of Community Relations Commission; VRSD violations and State water restrictions.

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Finance Department

1. SUBJECT: Refunding of Wastewater Revenue Bonds, 2004 Series A. (063)

RECOMMENDATION: Consider a report on the potential refunding of Wastewater Revenue Bonds, 2004 Series A.

DISCUSSION: The Chief Financial Officer reviewed the refinancing of bonds including savings and terms of the new bond issue.

Public comments were received from Steve Nash and George Miller.

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

2. SUBJECT: Proposed Measure "O" Street Project Bonds and Schedule and Refunding of 2003 Lease Revenue Bonds. (065)

RECOMMENDATION: Receive a report concerning: the proposed issuance of Lease Revenue Project and Refunding Bonds, Series 2014 ("2014 Bonds") to provide funding for street improvements, to be paid from Measure 'O' revenues and refunding of Lease Revenue Bonds, Series 2003.

DISCUSSION: The Chief Financial Officer reviewed the refinancing of bonds including savings and the process. The Interim Public Works Director reviewed streets that had been paved and outlined the scheduled of future paving of streets.

The Council discussed: schedule and locations of street projects.

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

COMMUNITY DEVELOPMENT SUCCESSOR AGENCY

At 10:23 p.m. the joint meetings with the Community Development Successor Agency concluded.

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Project Manager (S-1(a)) and the General Services Manager (S-1(b)).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Pat Brown (S-1(b)); Steve Nash (S-1(b)) and Dan Lechlitter (S-1(b)).

S. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (069)

RECOMMENDATION: 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.*

Public Works Department

2. SUBJECT: Agreement with WaterWise Consulting, Inc. for implementation of the Ventura County Regional Urban Landscape Efficiency Project. (071)

RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with WaterWise Consulting, Inc., (A-7715) in the amount of \$960,599 for implementation of the Ventura County Regional Urban Landscape Efficiency Project.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (MacDonald/ Padilla) Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez. *Noes: Flynn and Ramirez only for S-1 (b).

T. ADJOURNMENT

At 10:58 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD CITY COUNCIL Special Meeting September 30, 2014

A. ROLL CALL/POSTING OF AGENDA

At 6:00 p.m., the special meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. Mayor Tim Flynn was absent. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Pro Tem Ramirez presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Karen Burnham, Assistant City Manager; Stephen Fischer, Interim City Attorney; Jeri Williams, Police Chief; James Cameron, Chief Financial Officer; and Martin Erickson, Deputy City Manager.

B. OPENING CEREMONIES

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

C. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Proclamation Designating October 2014 as "Multicultural Month"
DISCUSSION: Mayor Pro Tem Ramirez presented a proclamation to Commissioners Dozier, Roberson, Kelley and Contia to recognize "Multicultural Month".

Public comment was received from: Rockstar "Stop the Bullying" program.

2. SUBJECT: Presentation by Oxnard Youth Commission of "Wrist Bands" Denoting Special Youth Commission Initiative.
DISCUSSION: Stacey Morales, Youth Commission, commented on an anti-bullying program which will provide "wrist bands" at the Multicultural Festival.
3. SUBJECT: National PAL Boxing Tournament.
DISCUSSION: Mike Ramirez, PAL Program, introduced members of Team U.S. (Boxing) Marlen Esparza, Christina Cruz and Franchon Crews who will be participating in the National PAL Boxing Tournament and invited the public to attend the event.

At 6:18 p.m., Mayor Flynn was present and presided.

D. PUBLIC COMMENTS

E. PUBLIC COMMENTS ON REPORTS

F. REPORTS

City Manager Department

1. SUBJECT: Organizational Assessment and Phase I Restructuring. (001)

RECOMMENDATION: 1) Receive a presentation on the Organizational Assessment, which includes the first phase of a transitional organizational structure, and provide input; and 2) Adopt **Resolution No. 14,690** authorizing the City Manager to approve agreements for the first phase of an organizational assessment by organizational consultants Management Partners and Renne Sloan Holtzman Sakai, LLP for a total amount not to exceed \$400,000, and establish the necessary budgets.

DISCUSSION: The City Manager outlined the past structure of the City; reviewed the proposed department structure; requested funding and updating of policies.

Andrew Belknap and Bob Deis, Management Partners, commented on company's experience, assessment goals, City surveys, comparison of City practices to other cities and best management practices. Dania Torres Wong, Renne Sloan Holtzman Sakai, LLP outlined coordination of Human Resources services, policies procedures updates and providing assistance to other department(s)/division(s).

Public comments were received from: Peggy Rivera; Nancy Pedersen; Abel Magana; Dick Jaquez; Nancy Lindholm; William Terry; Roger Brooks; Dan Pinedo; Linda Calderon; Danny Carrillo; Shirley Godwin; Claudia Magallon; George Miller; Daniel Lechlitter; Harold Ceja; Patrick Barrios; Inez Tuttle; Juan Delgado and Gloria Roman.

The Councilmembers discussed: selection of consultants; funding of Economic Development; use of consultants and comparison of practices with other cities.

ACTION: Moved to approve as recommended with future updates. (Ramirez/ Perello) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

Finance Department

2. **SUBJECT:** Review of Operations for River Ridge Golf Club. (045)

RECOMMENDATION: Receive a report on the Review of Operations for River Ridge Golf Club.

DISCUSSION: Ed Getherall, National Golf Foundation Consulting, Inc., reviewed expenses, revenues, services provided at River Ridge Golf course and possible site improvements.

Public comments were received from: Dan Lichliter; Steve Nash; Shirley Godwin and George Miller.

Otto Kanny, High Tide and Green Grass, stated that water for the golf course was retrieved from water wells.

Councilmembers discussed: water use; recent increase in revenues; debt of golf course; performance measures; lease agreement; upgrade of facilities including banquet facilities; Golf commission and business plan.

ACTION: Received report and provided comments.

3. **SUBJECT:** Monthly Budget Status Report - as of August 31, 2014. (047)

RECOMMENDATION: Receive the monthly City of Oxnard Budget Status Report as of August 31, 2014.

DISCUSSION: The Chief Financial Officer briefly commented on budget balances (including General Fund revenues/expenditures, sales tax), comparison with last year's balances and local housing price sales.

At 9:53 p.m. Mayor Flynn left the meeting and Mayor Pro Tem Ramirez presided.

Public comments were received from: Robert Wood and Pete Placencia.

The Council discussed: "reserve" fund balance; "accrued" balance (unfunded liability); "dashboard" presentations.

ACTION: Received report and provided comments to staff.

City Manager Department

4. SUBJECT: Summary Abatement of Dangerous Building at 6200 Perkins Road (Former Halaco Site).

RECOMMENDATION: Receive the report regarding the summary abatement.

DISCUSSION: The Deputy City Manager reviewed the need to raze the structure at the former Halaco site which had a recent fire and removal of materials of the site. The City Attorney commented on the "public safety" emergency to remove the building.

Public comments were received from: Nancy Pedersen and Steve Nash.

The Council commented on: cost of the abatement of the building; recovery of costs and public safety.

ACTION: Received report and provided comments.

G. PUBLIC COMMENTS ON STUDY SESSION

H. STUDY SESSION

Finance Department

1. SUBJECT: Financial Transparency Initiative. (067)

RECOMMENDATION: Receive a presentation of the City of Oxnard financial transparency initiative.

DISCUSSION: The Chief Financial Officer presented the functions of the "Financial Transparency" program to allow public access to financial information and receive "public" comments.

Public comment was received from: Steve Nash.

The Council commented on: the need for a disclaimer.

ACTION: Received report and provided comments.

I. ADJOURNMENT

At 10:35 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

DRAFT

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

June 17, 2014

A. ROLL CALL/POSTING OF AGENDA

At 6:06 p.m., the regular meeting of the Oxnard Finance Authority convened in the Council Chambers concurrently with the City Council, Community Development Commission Successor Agency and Housing Authority. Commissioners Tim Flynn, Carmen Ramirez, Dorina Padilla and Bert Perello were present. Commissioner Bryan A. MacDonald was absent. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairman Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Secretary; Karen Burnham, Assistant Executive Secretary and Stephen Fischer, Interim General Counsel.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

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

K. REPORTS

At 10:27 p.m., Chairman Flynn left the meeting and Vice-Chairman Ramirez presided.

L. PUBLIC COMMENTS ON REPORTS

M. REPORT OF SECRETARY

N. FINANCING AUTHORITY COMMISSION BUSINESS/COMMITTEE REPORTSO. STUDY SESSIONP. PUBLIC COMMENTS ON STUDY SESSIONQ. REVIEW OF INFORMATION/CONSENT AGENDAR. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDAS. INFORMATION/CONSENT AGENDACity Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard Financing Authority for April 22, May 6, 13 and 20, June 3 and 10, 2014. (059)
RECOMMENDATION: Approve.

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

CITY COUNCIL/COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR
AGENCY/HOUSING AUTHORITY

At 10:51 p.m. the joint meeting with the City Council, Community Development Commission Successor Agency and Housing Authority concluded.

T. ADJOURNMENT

At 10:51 p.m. the Financing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

CARMEN RAMIREZ
Vice-Chairman

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

June 24, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

July 1, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

July 8, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
July 15, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

July 22, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting
September 9, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting
September 16, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

September 23, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

October 7, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

October 14, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman



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

Prepared By: Greg Nyhoff, City ManagerAgenda Item No. S-2Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other (Specify) _____**DATE:** October 9, 2014**TO:** City Council**FROM:** Greg Nyhoff, 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 prior to the Council meeting.

City Manager Contract List for 10/21/2014

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	Public Works/Wastewater Jeremy Grant 385-3965	County of Ventura Agreement No. 6909-14-PW	Santa Clara River MOA for TMDL Implementation Plan This Memorandum of Agreement is between the City of Fillmore, City of Oxnard, City of Santa Paula, City of Ventura and County of Ventura to provide cost sharing for the Lower Santa Clara River Bacteria Total Maximum Daily Load (TMDL) Implementation Plan development. The total cost for all agencies for this TMDL Implementation Plan MOA is \$207,543.41. The City of Oxnard's share is \$38,603.07. Total Contract Amount: \$38,603 FundingSource: Wastewater Collection Funds	\$38,603
B	Purchase Order	General Services Cyndi Hookstra 385-8079	Vista Paint Purchase Order No. 5067	Graffiti Action Program (GAP) Paint & Supplies Request for Bid (RFB) was issued on August 28, 2014 for paint and graffiti removal supplies. The bid was sent to nine prospective vendors. At the close of the bid on September 16, 2014, one vendor submitted a bid. This purchase order is for the purchase of paint and supplies from Vista Paint in Oxnard in the amount of \$45,000 per year for three years for a total of \$135,000. Total Contract Amount: \$135,000 FundingSource: General Fund	\$135,000
C	Purchase Order	Fire Department Brad Windsor 385-7708	Fire Service Specification & Supply (FS3) Purchase Order No. 1786	Office of Traffic Safety (OTS) - Extrication Equipment Purchase The Fire Department received a grant award from the Office of Traffic Safety for the purchase of Holmatro extrication equipment for the Oxnard Fire Department, Ventura County Fire Department and the Fillmore Fire Department. The grant specified Holmatro equipment and FS3 is the sole authorized dealer for Holmatro in California. Total Contract Amount: \$180,139 FundingSource: Grant	\$180,139
	Purchase Order	Police Jeri Williams 385-7624	Proforce Law Enforcement Purchase Order No. 1774	Taser purchase The Police Department is requesting to purchase 37 replacement tasers, along with 37 taser holsters and 50 taser tactical performance power mags (batteries). Proforce Law Enforcement is the sole authorized distributor of Taser products in California. Purchases from other than an authorized distributor are not allowed by Taser International. Total Contract Amount: \$39,987 FundingSource: Safety Fund	\$39,987

ATTACHMENT #1
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City Manager Contract List for 10/21/2014

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
E	Purchase Order	Public Works/CPM Lou Balderrama 340-5358	Southern California Edison Purchase Order No. 1755 Change Order 1	Installation of New Street Lights During the construction of the Victoria Avenue Improvements Project, the contractor installed the conduit and pull boxes to support the installation of ten (10) new street lights. Southern California Edison installed the new street lights. This amount is for the balance of the costs required to complete the installation. Total Contract Amount: \$25,811 FundingSource: Federal Transportation Funds and Circulation System Improvement Fees	\$25,811
F	Change Order	Public Works/CPM Lou Balderrama	Toro Enterprises, Inc. Agreement No. A-7663 Change Order 1	12" CIP Water Main Replacement on Rose Ave Change Order No. 1 is the final and balancing change order to finalize the accounting of the actual quantities used in the construction of the project, and to process the documents to close out the project. This balancing change order also includes work done to resolve unforeseen conditions and City requested work to properly locate and install a new point of connection to the existing 12-inch water main. This contact was a Public Bid in accordance with the City's procurement policy. Total Contract Amount: \$548,388 FundingSource: Water CIP Funds	\$59,059
G	Change Order	Public Works/CPM Lou Balderrama 340-5358	Granite Construction Company Agreement No. A-7630 Change Order 1	Hueneme Road Widening Project This item is for costs associated with mobilization and demobilization for the job site and the rental fees for the Port-A-Dam equipment. To fully address concerns expressed by the Department of Fish & Wildlife, City staff is updating the mitigated negative declaration (MND) so that the regulatory agencies can review the updated MND for the project. This contract was a Public Bid in accordance with the City's procurement policy demobilization. Total Contract Amount: \$2,383,570 FundingSource: Funding Source: State Gas Tax Funds	\$82,302
H	Task Order	CPM Lou Balderrama 340-5358	Fugro Consultants Agreement No. 6388-13-CM Task Order 6	On-Call Soils and Material Testing Task Order is for construction materials testing services for the Bryce Canyon North Neighborhood Improvements Project PW14-05. The City entered into an agreement with Fugro Consultants, Inc. to provide On-Call Services through the Request for Proposal (RFP) process, in accordance with the City's procurement policy. The contract amount is unchanged. Total Contract Amount: \$250,000 FundingSource: Measure O	\$33,708

ATTACHMENT #1
PAGE 2 OF 2

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

Prepared By:  Patricia Friend/Grant DunneAgenda Item No. S-3Reviewed By: City Manager City Attorney Finance Other (Specify) **DATE:** October 2, 2014**TO:** City Council**FROM:** Michael Henderson, General Services Director **SUBJECT:** Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract (A-7724) for PW10-12-Rose Avenue Resurfacing and Repairs at Other Locations**RECOMMENDATION**

That City Council

- 1) Award contract A-7724 to the lowest responsible and responsive bidder, Toro Enterprises, Inc. in the amount of \$2,813,264.70 for PW10-12-Rose Avenue Resurfacing and Repairs at other locations, and authorize the Purchasing Agent to execute the contract upon receipt of final documents.
- 2) Adopt a resolution allocating interest earnings from Proposition 1B bonds in the amount of \$217,213.99 to the Rose Avenue Resurfacing and Repairs at Other Locations Project.
- 3) Approve a Special Budget Appropriation in the amount \$2,776,995.49 recognizing the State of California Transportation (Caltrans) for Surface Transportation Act (STA) federal aid grant funding in an amount of \$2,559,781.50 and \$217,213.99 of interest earnings from Proposition 1B bonds for the Rose Avenue Resurfacing and Repairs at Other Locations Project.

DISCUSSION

On June 17, 2014, City Council approved project plans and specifications and for staff to solicit bids. The project bid was first advertised on August 14, 2014 and the bid window opened to the public on August 18, 2014. The bid window closed on September 17, 2014 and the City received five (5) bids ranging from a low of \$2,813,264.70 to a high of \$3,120,983.84.

Based on review of all bid documentation received including checks of required licenses, Occupational Safety & Health Administration (OSHA) web site, records for debarment, and any labor compliance issues, the bid received from Toro Enterprises, Inc. has been found to be a responsible and responsive bid. Staff is recommending the award of this contract.

Project specifications consists of pavement resurfacing along Rose Avenue from Fifth Street to the south side of the Highway 101 overpass bridge deck, resurfacing of East Gonzales Road from Solar Drive to Rice Avenue, reconstruction of the parking lot and alley-drives at the Housing Authority Multi-Service Center located at 1470 Colonia Road and 1500 Camino del Sol in the La Colonia Neighborhood, and the slurry seal and striping of parking stalls of Water Blending Station No. 3 and No. 4 located at 1700 Solar Drive and 3637 North Rose Avenue.

All planned components of Project Specification PW10-12 are designed to provide a useful life cycle of approximately 20 years to the reconstructed roadway surfaces and parking lots, and over 20 years to the curbs, gutters, sidewalks and alley-drives. The close proximity of the planned components utilizes construction costs toward the overall project. The project specifications are in compliance with the Americans with Disabilities Act.

In November, 2006, California voters approved Proposition 1B authorizing the sale of \$19.9 billion in bonds for local transportation infrastructure improvements. Proposition 1B specifies that \$1 billion of the bond proceeds be allocated directly to cities for road and street improvements. The City's portion for road and street improvements was \$5,973,384.

On February 14, 2012, the City Council approved City Resolution No.14,144 authorizing the use of Proposition 1B bonds toward the street resurfacing projects of the Bartolo Square North and South Neighborhoods, Cal-Gisler Neighborhood, Sea Air Neighborhood, and Wooley Road. The City has spent its allocation of \$5,973,384 and \$37,251 of interest earnings from Proposition 1B bond proceeds to complete these street resurfacing projects.

The recommended resolution authorizes that the remaining interest earnings of \$217,213.99 from Proposition 1B bond proceeds is allocated to the Rose Avenue Resurfacing Project. Proposition 1B guidelines require that the City Council adopt the attached resolution that authorizes the use of Proposition 1B bond monies for the Rose Avenue Resurfacing Project in addition to the completed projects described in this staff report as approved by previous Council Resolution No. 14,144.

FINANCIAL IMPACT

The Rose Avenue Resurfacing Project and Repairs at Other Locations project cost estimate is \$3,638,672.83 including the construction contract amount of \$2,813,264.70 and an estimated \$825,408.13 for design, construction management, and contingency. The project will be funded from recommended appropriation of STA federal grant funding in the amount of \$2,559,781.50, recommended appropriation of interest earnings from Proposition 1B bonds in the amount of \$217,213.99, existing appropriations from Measure O in the amount of \$617,611.35, existing appropriation from Community Development Block Grant of \$213,213.99 for the resurfacing of the parking lots and alley-drives at the Housing Authority Multi-Service Center, and existing appropriation of \$30,852 from the Water Enterprise Fund for the slurry seal and striping the parking stalls at Water

Approval of Lowest Responsible Responsive Bid and Authorization to Issue and
Execute a Contract (A-7724) for PW10-12-Rose Avenue Resurfacing
October 2, 2014
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Attachment #1 - Tabulation of Bids
#2 - Department Approval to Award
#3 - Bid Package – Toro Enterprises
#4 - OSHA Report
#5 - Subcontractors
#6 - References
#7 - Certificate of Publication-Public Notice
#8 - Staff Report –Council Approval to Bid
#9 - Special Budget Appropriation
#10 - Resolution

PW10-12-Rose Ave. Resurfacing and Repairs at Other Location

Owner: City of Oxnard

Bid Opening: 09/17/14

* marks an allowance

Toro Enterprises, Inc.

 2101 E Ventura Blvd
Oxnard, CA 93036
US
Bidder Status: Valid

 Granite Construction - Santa
Barbara

 PO Box 6744
Santa Barbara, CA 93160
US
Bidder Status: Valid

All American Asphalt

 400 E Sixth St
Corona, CA 92878
US
Bidder Status: Valid

CA Rasmussen, Inc

 Valencia Commerce Center
28548 Livingston Ave
Valencia, CA 913554171
US
Bidder Status: Valid

J&H Engineering

 4022 Camino Ranchero #B
Camarillo, CA 93012
US
Bidder Status: Valid

PW10-12-Rose Ave. Resurfacing and Repairs at Other Locations

Item #	Item Code	Item Description	Quantity	Unit of Measure	Bid #1		Bid #2		Bid #3		Bid #4		Bid #5	
					Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
		Rose Ave. -5th St. to 101 Overpass Bridge												
1	1101-2	MOBILIZATION/DEMOLITION	1	LS	\$56,000.00	\$56,000.00	\$81,925.00	\$81,925.00	\$100,000.00	\$100,000.00	\$123,000.00	\$123,000.00	\$100,000.00	\$100,000.00
2	1505-3	TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY	1	LS	\$84,000.00	\$84,000.00	\$30,000.00	\$30,000.00	\$105,000.00	\$105,000.00	\$140,000.00	\$140,000.00	\$75,000.00	\$75,000.00
3	1800-3	STORM WATER POLLUTION PREVENTION PLAN	1	LS	\$8,000.00	\$8,000.00	\$3,500.00	\$3,500.00	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00
4	1110-3	COLD MILL AC PAVEMENT - 2-INCH MAX.	742133	SF	\$0.17	\$126,162.61	\$0.17	\$126,162.61	\$0.18	\$133,583.94	\$0.25	\$185,533.25	\$0.23	\$170,690.59
5	1120-4	UNCLASSIFIED EXCAVATION	200	CY	\$45.00	\$9,000.00	\$77.00	\$15,400.00	\$190.00	\$38,000.00	\$60.00	\$12,000.00	\$29.00	\$5,800.00
6	1130-4	CLASS 2 AGGREGATE BASE	450	TN	\$26.00	\$11,700.00	\$40.00	\$18,000.00	\$60.00	\$27,000.00	\$47.00	\$21,150.00	\$38.00	\$17,100.00
7	1150-10	ASPHALT CONCRETE, TYPE III -DGAC-B2 PG 64-10	285	TN	\$156.00	\$44,460.00	\$114.00	\$32,490.00	\$110.00	\$31,350.00	\$135.00	\$38,475.00	\$172.00	\$49,020.00
8	1150-10	ASPHALT CONCRETE, TYPE III - DGAC-D2 PG 64-10 LEVELING COURSE	3500	TN	\$93.00	\$325,500.00	\$100.00	\$350,000.00	\$94.00	\$329,000.00	\$96.00	\$336,000.00	\$92.00	\$322,000.00
9	1151-3	ASPHALT RUBBER AGGREGATE MEMBRANE (ARAM)	82500	SY	\$4.83	\$398,475.00	\$6.00	\$495,000.00	\$4.40	\$363,000.00	\$4.80	\$396,000.00	\$4.95	\$408,375.00
10	1152-10	2-IN ASPHALT RUBBER HOT MIX - ARHM-GG-C PG 64-16	9300	TN	\$93.75	\$871,875.00	\$85.00	\$790,500.00	\$94.00	\$874,200.00	\$93.00	\$864,900.00	\$102.00	\$948,600.00
11	1155-4	CRACKFILL	1	LS	\$10,500.00	\$10,500.00	\$8,500.00	\$8,500.00	\$20,000.00	\$20,000.00	\$6,500.00	\$6,500.00	\$37,000.00	\$37,000.00
12	1160-5	SLURRY SEAL TYPE II	12200	SY	\$3.90	\$47,580.00	\$3.90	\$47,580.00	\$2.00	\$24,400.00	\$3.70	\$45,140.00	\$4.24	\$51,728.00
13	1180-6	CONSTRUCT 8-IN THICK PCC PAD - PER CITY STD. PLATE 200	45	CY	\$385.00	\$17,325.00	\$460.00	\$20,700.00	\$475.00	\$21,375.00	\$320.00	\$14,400.00	\$400.00	\$18,000.00
14	1174-6	REMOVE AND REPLACE PCC CURB AND GUTTER - A2-6	70	LF	\$50.00	\$3,500.00	\$52.00	\$3,640.00	\$70.00	\$4,900.00	\$37.00	\$2,590.00	\$40.00	\$2,800.00
15	1174-6	INSTALL PC CURB AND GUTTER - A3-6	160	LF	\$25.00	\$4,000.00	\$110.00	\$17,600.00	\$70.00	\$11,200.00	\$24.00	\$3,840.00	\$33.00	\$5,280.00
16	1174-6	INSTALL PCC CURB - A1-8 -ACTUAL QUANTITY TO BE FIELD VERIFIED	200	LF	\$40.00	\$8,000.00	\$21.00	\$4,200.00	\$55.00	\$11,000.00	\$14.00	\$2,800.00	\$40.00	\$8,000.00
17	1174-6	REMOVE AND REPLACE PCC SIDEWALK 4-INCH THICK	1350	SF	\$8.00	\$10,800.00	\$8.00	\$10,800.00	\$7.00	\$9,450.00	\$5.80	\$7,830.00	\$9.20	\$12,420.00
18	1515-3	INSTALL BLUE RPM	16	EA	\$8.40	\$134.40	\$8.53	\$136.48	\$15.00	\$240.00	\$8.00	\$128.00	\$8.00	\$128.00
19	1515-3	4-INCH SOLID WHITE - T	4120	LF	\$0.68	\$2,801.60	\$0.69	\$2,842.80	\$0.50	\$2,060.00	\$0.65	\$2,678.00	\$0.75	\$3,090.00
20	1515-3	12-INCH SOLID WHITE - T	5250	LF	\$2.65	\$13,912.50	\$2.67	\$14,017.50	\$2.00	\$10,500.00	\$2.50	\$13,125.00	\$2.88	\$15,120.00
21	1515-3	12-INCH SOLID WHITE CHEVRON- T	70	LF	\$2.65	\$185.50	\$2.67	\$186.90	\$3.00	\$210.00	\$2.50	\$175.00	\$2.88	\$201.60
22	1515-3	INSTALL DETAIL 9 - T	23900	LF	\$0.32	\$7,648.00	\$0.32	\$7,648.00	\$0.40	\$9,560.00	\$0.30	\$7,170.00	\$0.35	\$8,365.00
23	1515-3	INSTALL DETAIL 22 - T	1200	LF	\$1.36	\$1,632.00	\$1.40	\$1,680.00	\$1.50	\$1,800.00	\$1.30	\$1,560.00	\$1.50	\$1,800.00
24	1515-3	INSTALL DETAIL 27B - T	1295	LF	\$0.53	\$686.35	\$0.55	\$712.25	\$1.00	\$1,295.00	\$0.50	\$647.50	\$0.58	\$751.10
25	1515-3	INSTALL DETAIL 29 -T	2018	LF	\$2.63	\$5,307.34	\$2.67	\$5,388.06	\$2.00	\$4,036.00	\$2.50	\$5,045.00	\$2.88	\$5,811.84
26	1515-3	INSTALL DETAIL 37B - T	450	LF	\$0.85	\$382.50	\$0.85	\$382.50	\$1.00	\$450.00	\$0.80	\$360.00	\$0.92	\$414.00
27	1515-3	INSTALL DETAIL 38 - T	8500	LF	\$0.84	\$7,140.00	\$0.81	\$6,885.00	\$1.00	\$8,500.00	\$0.80	\$6,800.00	\$0.92	\$7,820.00
28	1515-3	INSTALL DETAIL 39- T	9500	LF	\$0.63	\$5,985.00	\$0.64	\$6,080.00	\$1.00	\$9,500.00	\$0.60	\$5,700.00	\$0.69	\$6,555.00
29	1515-3	INSTALL DETAIL 39A - T	800	LF	\$0.63	\$504.00	\$0.64	\$512.00	\$1.00	\$800.00	\$0.60	\$480.00	\$0.69	\$552.00
30	1515-3	INSTALL DETAIL 40 -T	1860	LF	\$1.05	\$1,953.00	\$1.07	\$1,990.20	\$1.00	\$1,860.00	\$1.00	\$1,860.00	\$1.15	\$2,139.00
31	1515-3	INSTALL TYPE IV ARROW PAVEMENT MARKING T	82	EA	\$55.00	\$4,510.00	\$53.31	\$4,371.42	\$100.00	\$8,200.00	\$50.00	\$4,100.00	\$57.50	\$4,715.00
32	1515-3	INSTALL TYPE VI ARROW PAVEMENT MARKING T	4	EA	\$126.00	\$504.00	\$127.93	\$511.72	\$150.00	\$600.00	\$120.00	\$480.00	\$138.00	\$552.00
33	1515-3	INSTALL BIKE LANE SYMBOL WITH ARROW PAVEMENT MARKING - T	24	EA	\$55.00	\$1,320.00	\$53.31	\$1,279.44	\$100.00	\$2,400.00	\$50.00	\$1,200.00	\$57.50	\$1,380.00
34	1515-3	INSTALL RAILROAD CROSSING SYMBOL - T	3	EA	\$262.00	\$786.00	\$266.53	\$799.59	\$300.00	\$900.00	\$250.00	\$750.00	\$287.50	\$862.50
35	1530-4	RELOCATE STREET NAME SIGNS	3	EA	\$160.00	\$480.00	\$159.92	\$479.76	\$200.00	\$600.00	\$600.00	\$1,800.00	\$172.50	\$517.50
36	1530-4	INSTALL STREET NAME SIGNS	22	EA	\$315.00	\$6,930.00	\$319.83	\$7,036.26	\$340.00	\$7,480.00	\$170.00	\$3,740.00	\$345.00	\$7,590.00

					Toro Enterprises, Inc.		Granite Construction - Santa Barbara		All American Asphalt		CA Rasmussen, Inc		J&H Engineering	
37	1530-4	RELOCATE OVERHEAD STREET NAME SIGNS	3	EA	\$620.00	\$1,860.00	\$775.00	\$2,325.00	\$500.00	\$1,500.00	\$600.00	\$1,800.00	\$678.50	\$2,035.50
38	1530-4	INSTALL ADVANCED STREET NAME SIGNS	12	EA	\$420.00	\$5,040.00	\$426.44	\$5,117.28	\$550.00	\$6,600.00	\$280.00	\$3,360.00	\$460.00	\$5,520.00
39	1530-4	REMOVE AND REPLACE SIGN POST	7	EA	\$160.00	\$1,120.00	\$159.92	\$1,119.44	\$150.00	\$1,050.00	\$300.00	\$2,100.00	\$172.50	\$1,207.50
40	1530-4	REMOVE PARKING SIGNS	12	EA	\$80.00	\$960.00	\$79.96	\$959.52	\$50.00	\$600.00	\$50.00	\$600.00	\$86.25	\$1,035.00
41	1520-3	INSTALL RED LIGHT LOOP	14	EA	\$335.00	\$4,690.00	\$450.00	\$6,300.00	\$250.00	\$3,500.00	\$320.00	\$4,480.00	\$368.00	\$5,152.00
42	1530-4	INSTALL NEW R3-9F SIGN -MODIFIED	12	EA	\$221.00	\$2,652.00	\$223.88	\$2,686.56	\$250.00	\$3,000.00	\$170.00	\$2,040.00	\$241.50	\$2,898.00
43	1530-4	INSTALL NEW R38-S CA SIGN -MODIFIED	12	EA	\$220.00	\$2,640.00	\$223.88	\$2,686.56	\$50.00	\$600.00	\$170.00	\$2,040.00	\$241.50	\$2,898.00
44	1530-4	INSTALL TYPE NEW TYPE K SIGN	1	EA	\$80.00	\$80.00	\$79.96	\$79.96	\$100.00	\$100.00	\$85.00	\$85.00	\$86.25	\$86.25
45	1520-3	INSTALL CONDUCTOR	1	LS	\$12,842.00	\$12,842.00	\$33,000.00	\$33,000.00	\$15,000.00	\$15,000.00	\$12,500.00	\$12,500.00	\$14,064.50	\$14,064.50
46	1520-3	REMOVE EXISTING EMERGENCY DETECTION SYSTEM	3	EA	\$620.00	\$1,860.00	\$1,800.00	\$5,400.00	\$1,100.00	\$3,300.00	\$600.00	\$1,800.00	\$678.50	\$2,035.50
47	1520-3	INSTALL 55-FT. MAST ARM	1	EA	\$5,600.00	\$5,600.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$5,400.00	\$5,400.00	\$6,169.75	\$6,169.75
48	1520-3	INSTALL 45-FT. MAST ARM	1	EA	\$4,100.00	\$4,100.00	\$3,600.00	\$3,600.00	\$6,300.00	\$6,300.00	\$4,000.00	\$4,000.00	\$4,517.20	\$4,517.20
49	1520-3	INSTALL 40-FT. MAST ARM	1	EA	\$3,600.00	\$3,600.00	\$3,100.00	\$3,100.00	\$6,000.00	\$6,000.00	\$3,500.00	\$3,500.00	\$3,956.00	\$3,956.00
50	1520-3	INSTALL I-A POLE 10-FT.	2	EA	\$770.00	\$1,540.00	\$3,800.00	\$7,600.00	\$4,600.00	\$9,200.00	\$740.00	\$1,480.00	\$845.00	\$1,690.00
51	1520-3	INSTALL TRAFFIC LOOP DETECTORS	188	EA	\$239.00	\$44,932.00	\$220.00	\$41,360.00	\$225.00	\$42,300.00	\$230.00	\$43,240.00	\$265.00	\$49,820.00
52	1520-3	INSTALL SIGNAL HEADS - 12-INCH	13	EA	\$575.00	\$7,475.00	\$600.00	\$7,800.00	\$1,000.00	\$13,000.00	\$550.00	\$7,150.00	\$633.00	\$8,229.00
53	1520-3	RELOCATE EXISTING SIGNAL HEAD	4	EA	\$87.00	\$348.00	\$250.00	\$1,000.00	\$300.00	\$1,200.00	\$90.00	\$360.00	\$650.00	\$2,600.00
54	1515-3	INSTALL -WAIT HERE - PAVEMENT MARKING - T	4	EA	\$263.00	\$1,052.00	\$266.53	\$1,066.12	\$300.00	\$1,200.00	\$250.00	\$1,000.00	\$288.00	\$1,152.00
55	1515-3	INSTALL - KEEP CLEAR -PAVEMENT MARKING - T	3	EA	\$263.00	\$789.00	\$266.53	\$799.59	\$300.00	\$900.00	\$250.00	\$750.00	\$288.00	\$864.00
56	1515-3	24-IN SOLID WHITE - T	100	LF	\$5.25	\$525.00	\$5.33	\$533.00	\$4.00	\$400.00	\$5.00	\$500.00	\$6.00	\$600.00
57	1515-3	INSTALL BICYCLE DETECTION PAVEMENT MARKING	33	EA	\$32.00	\$1,056.00	\$31.98	\$1,055.34	\$100.00	\$3,300.00	\$30.00	\$990.00	\$35.00	\$1,155.00
58	1520-3	REMOVE AND REPLACE EXISTING LUMINARIES	35	EA	\$594.00	\$20,790.00	\$925.00	\$32,375.00	\$475.00	\$16,625.00	\$570.00	\$19,950.00	\$650.00	\$22,750.00
59	1550-4	RELOCATE BUS BENCH AND BUS STOP SIGN	1	LS	\$1,000.00	\$1,000.00	\$950.00	\$950.00	\$2,000.00	\$2,000.00	\$920.00	\$920.00	\$518.00	\$518.00
60	1550-4	RELOCATE EXISTING BUS SHELTER -INCLUDING SCE POWER SUPPLY	1	LS	\$12,960.00	\$12,960.00	\$3,600.00	\$3,600.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$12,650.00	\$12,650.00
61	1530-4	REMOVE AND REPLACE BUS STOP SIGN AND POST	2	EA	\$160.00	\$320.00	\$159.92	\$319.84	\$300.00	\$600.00	\$470.00	\$940.00	\$173.00	\$346.00
62	1520-3	INSTALL BIKE DETECTION LOOP - TYPE D	33	EA	\$636.00	\$20,988.00	\$275.00	\$9,075.00	\$250.00	\$8,250.00	\$610.00	\$20,130.00	\$696.00	\$22,968.00
63	1520-3	REMOVE SIGNAL HEAD	4	EA	\$39.00	\$156.00	\$150.00	\$600.00	\$200.00	\$800.00	\$40.00	\$160.00	\$43.00	\$172.00
64	1530-4	INSTALL NEW SIGN AND POST	3	EA	\$221.00	\$663.00	\$223.88	\$671.64	\$350.00	\$1,050.00	\$400.00	\$1,200.00	\$242.00	\$726.00
65	1520-3	EMTRAC SYSTEM	11	EA	\$5,820.00	\$64,020.00	\$6,100.00	\$67,100.00	\$9,500.00	\$104,500.00	\$5,600.00	\$61,600.00	\$6,375.00	\$70,125.00
66	1185-3	ADJUST WATER VALVE COVER TO FINISHED GRADE	56	EA	\$585.00	\$32,760.00	\$300.00	\$16,800.00	\$250.00	\$14,000.00	\$730.00	\$40,880.00	\$400.00	\$22,400.00
67	1185-3	ADJUST MANHOLE COVER TO FINISHED GRADE	58	EA	\$635.00	\$36,830.00	\$695.00	\$40,310.00	\$475.00	\$27,550.00	\$1,500.00	\$87,000.00	\$750.00	\$43,500.00
68	1185-3	ADJUST SURVEY MONUMENT COVER TO FINISHED GRADE	3	EA	\$850.00	\$2,550.00	\$250.00	\$750.00	\$300.00	\$900.00	\$850.00	\$2,550.00	\$750.00	\$2,250.00
69	1515-3	PAINT CURB RED - BUS STOP	350	LF	\$1.60	\$560.00	\$1.60	\$560.00	\$2.00	\$700.00	\$1.50	\$525.00	\$1.75	\$612.50
						\$2,398,037.80		\$2,424,637.34		\$2,503,474.94		\$2,617,986.75		\$2,641,880.83

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					Toro Enterprises, Inc.		Granite Construction - Santa Barbara		All American Asphalt		CA Rasmussen, Inc		J&H Engineering	
1	1101-2	EASTBOUND GONZALES RD -SOLAR DR. TO RICE AVE. - MOBILIZATION -DEMOLIBIZATION	1	LS	\$2,100.00	\$2,100.00	\$1,000.00	\$1,000.00	\$1,365.00	\$1,365.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	1505-3	TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY	1	LS	\$8,300.00	\$8,300.00	\$4,000.00	\$4,000.00	\$500.00	\$500.00	\$16,300.00	\$16,300.00	\$25,000.00	\$25,000.00
3	1800-3	STORM WATER POLLUTION PREVENTION PLAN	1	LS	\$1,800.00	\$1,800.00	\$800.00	\$800.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$8,000.00	\$8,000.00
4	1110-3	COLD MILL AC PAVEMENT - 2-INCH MAX.	50700	SF	\$0.28	\$14,196.00	\$0.17	\$8,619.00	\$0.30	\$15,210.00	\$0.35	\$17,745.00	\$0.29	\$14,703.00
5	1150-10	ASPHALT CONCRETE, TYPE III -DGAC-D2 PG 64-10- LEVELING COURSE	250	TN	\$105.00	\$26,250.00	\$100.00	\$25,000.00	\$125.00	\$31,250.00	\$130.00	\$32,500.00	\$94.00	\$23,500.00
6	1151-3	ASPHALT RUBBER AGGREGATE MEMBRANE (ARAM)	5650	SY	\$5.04	\$28,476.00	\$6.00	\$33,900.00	\$5.70	\$32,205.00	\$4.80	\$27,120.00	\$4.95	\$27,967.50
7	1152-10	2-IN ASPHALT RUBBER HOT MIX - ARHM-GG-C PG 64-16	650	TN	\$92.00	\$59,800.00	\$95.00	\$61,750.00	\$105.00	\$68,250.00	\$110.00	\$71,500.00	\$105.00	\$68,250.00
8	1185-3	ADJUST WATER VALVE COVER TO FINISHED GRADE	12	EA	\$575.00	\$6,900.00	\$250.00	\$3,000.00	\$250.00	\$3,000.00	\$730.00	\$8,760.00	\$350.00	\$4,200.00
9	1185-3	ADJUST MANHOLE COVER TO FINISHED GRADE	5	EA	\$685.00	\$3,425.00	\$695.00	\$3,475.00	\$475.00	\$2,375.00	\$1,400.00	\$7,000.00	\$650.00	\$3,250.00
10	1185-3	ADJUST SURVEY MONUMENT COVER TO FINISHED GRADE	1	EA	\$735.00	\$735.00	\$250.00	\$250.00	\$300.00	\$300.00	\$850.00	\$850.00	\$650.00	\$650.00
11	1515-3	INSTALL BLUE RPM	2	EA	\$8.40	\$16.80	\$8.53	\$17.06	\$15.00	\$30.00	\$8.00	\$16.00	\$9.00	\$18.00
12	1515-3	12-INCH SOLID WHITE - T	1020	LF	\$2.65	\$2,703.00	\$2.67	\$2,723.40	\$2.00	\$2,040.00	\$2.50	\$2,550.00	\$2.88	\$2,937.60
13	1515-3	INSTALL DETAIL 12- T	400	LF	\$0.40	\$160.00	\$0.37	\$148.00	\$0.75	\$300.00	\$0.35	\$140.00	\$0.40	\$160.00
14	1515-3	INSTALL DETAIL 37B- T	400	LF	\$0.85	\$340.00	\$0.85	\$340.00	\$1.50	\$600.00	\$0.80	\$320.00	\$1.00	\$400.00
15	1515-3	INSTALL DETAIL 38 - T	1100	LF	\$0.85	\$935.00	\$0.85	\$935.00	\$1.50	\$1,650.00	\$0.80	\$880.00	\$1.00	\$1,100.00
16	1515-3	INSTALL DETAIL 39 - T	550	LF	\$0.65	\$357.50	\$0.64	\$352.00	\$1.50	\$825.00	\$0.60	\$330.00	\$0.70	\$385.00
17	1515-3	INSTALL TYPE IV ARROW PAVEMENT MARKING - T	7	EA	\$55.00	\$385.00	\$53.31	\$373.17	\$100.00	\$700.00	\$50.00	\$350.00	\$58.00	\$406.00
18	1515-3	INSTALL TYPE VII ARROW PAVEMENT MARKING - T	3	EA	\$90.00	\$270.00	\$90.62	\$271.86	\$100.00	\$300.00	\$85.00	\$255.00	\$98.00	\$294.00
19	1520-3	INSTALL TRAFFIC LOOP DETECTORS	16	EA	\$247.00	\$3,952.00	\$275.00	\$4,400.00	\$225.00	\$3,600.00	\$490.00	\$7,840.00	\$270.00	\$4,320.00
20	1515-3	INSTALL BIKE LANE LOOP DETECTOR SYMBOL - T	6	EA	\$32.00	\$192.00	\$32.00	\$192.00	\$100.00	\$600.00	\$30.00	\$180.00	\$35.00	\$210.00
21	1515-3	INSTALL BIKE LANE SYMBOL WITH ARROW PAVEMENT MARKING - T	4	EA	\$63.00	\$252.00	\$63.97	\$255.88	\$100.00	\$400.00	\$60.00	\$240.00	\$69.00	\$276.00
22	1530-4	INSTALL STREET NAME SIGNS	6	EA	\$315.00	\$1,890.00	\$319.83	\$1,918.98	\$350.00	\$2,100.00	\$170.00	\$1,020.00	\$345.00	\$2,070.00
23	1530-4	INSTALL REGULATORY SIGNS	2	EA	\$255.00	\$510.00	\$255.87	\$511.74	\$250.00	\$500.00	\$170.00	\$340.00	\$276.00	\$552.00
24	1530-4	INSTALL OVERHEAD STREET NAME SIGN	1	EA	\$1,635.00	\$1,635.00	\$818.87	\$818.87	\$1,200.00	\$1,200.00	\$1,600.00	\$1,600.00	\$1,800.00	\$1,800.00
25	1515-3	PAINT CURB RED - BUS STOP	40	LF	\$1.60	\$64.00	\$1.60	\$64.00	\$5.00	\$200.00	\$1.50	\$60.00	\$1.75	\$70.00
						\$165,644.30		\$155,115.96		\$170,000.00		\$209,896.00		\$200,519.10
1	1101-2	MULTI-SERVICE CENTER PARKING LOT AND ALEY-DRIVES - MOBILIZATION - DEMOLIBIZATION	1	LS	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$979.85	\$979.85	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00
2	1505-3	TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY	1	LS	\$2,300.00	\$2,300.00	\$3,500.00	\$3,500.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
3	1800-3	STORM WATER POLLUTION PREVENTION PLAN	1	LS	\$1,800.00	\$1,800.00	\$1,100.00	\$1,100.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
4	1110-3	COLD MILL AC PAVEMENT - 1 1/2-INCH MAX.	106154	SF	\$0.35	\$37,153.90	\$0.17	\$18,046.18	\$0.30	\$31,846.20	\$0.29	\$30,784.66	\$0.29	\$30,784.66
5	1130-4	CLASS 2 AGGREGATE BASE	500	TN	\$26.00	\$13,000.00	\$37.00	\$18,500.00	\$62.00	\$31,000.00	\$34.00	\$17,000.00	\$33.00	\$16,500.00
6	1150-10	ASPHALT CONCRETE, TYPE III -DGAC-B2 PG 64-10	100	TN	\$110.00	\$11,000.00	\$140.00	\$14,000.00	\$110.00	\$11,000.00	\$130.00	\$13,000.00	\$105.00	\$10,500.00

						Toro Enterprises, Inc.		Granite Construction - Santa Barbara		All American Asphalt		CA Rasmussen, Inc		J&H Engineering	
7	1152-10	1 1/2-IN ASPHALT RUBBER HOT MIX - ARHM-GG-C PG 64-16	1000	TN	\$105.00	\$105,000.00	\$95.00	\$95,000.00	\$110.00	\$110,000.00	\$100.00	\$100,000.00	\$110.00	\$110,000.00	
8	1120-4	UNCLASSIFIED EXCAVATION	745	CY	\$15.00	\$11,175.00	\$44.00	\$32,780.00	\$87.00	\$64,815.00	\$42.00	\$31,290.00	\$29.00	\$21,605.00	
9	1174-6	PCC PAD AT ENCLOSURES	200	SF	\$11.00	\$2,200.00	\$9.00	\$1,800.00	\$12.00	\$2,400.00	\$20.00	\$4,000.00	\$12.00	\$2,400.00	
10	1174-6	INSTALL PCC CURB - A1-6	120	LF	\$36.00	\$4,320.00	\$330.00	\$39,600.00	\$60.00	\$7,200.00	\$20.00	\$2,400.00	\$40.00	\$4,800.00	
11	1174-6	REMOVE AND REPLACE PCC RIBBON GUTTER	30	LF	\$95.00	\$2,850.00	\$82.00	\$2,460.00	\$120.00	\$3,600.00	\$160.00	\$4,800.00	\$70.00	\$2,100.00	
12	1174-6	REMOVE AND REPLACE PCC CROSS GUTTER	16	SF	\$38.00	\$608.00	\$41.00	\$656.00	\$75.00	\$1,200.00	\$180.00	\$2,880.00	\$100.00	\$1,600.00	
13	1515-3	PARKING STALL LINES - T	4542	LF	\$1.05	\$4,769.10	\$1.07	\$4,859.94	\$0.60	\$2,725.20	\$1.00	\$4,542.00	\$1.15	\$5,223.30	
14	1515-3	DIAGONAL PARKING LINES - T	234	LF	\$1.05	\$245.70	\$1.07	\$250.38	\$1.00	\$234.00	\$1.00	\$234.00	\$1.15	\$269.10	
15	1515-3	BLUE PERPENDICULAR PARKING LINES - T	395	LF	\$2.10	\$829.50	\$2.13	\$841.35	\$4.50	\$1,777.50	\$2.00	\$790.00	\$2.30	\$908.50	
16	1515-3	PARKING ACCESS AISLE -BLUE - T	448	LF	\$2.10	\$940.80	\$2.13	\$954.24	\$4.50	\$2,016.00	\$2.00	\$896.00	\$2.30	\$1,030.40	
17	1515-3	DISABLED PERSONS PARKING SYMBOL - T	12	EA	\$236.00	\$2,832.00	\$239.87	\$2,878.44	\$300.00	\$3,600.00	\$230.00	\$2,760.00	\$258.75	\$3,105.00	
18	1515-3	REPAINT CURB RED -YELLOW - T	1665	LF	\$1.60	\$2,664.00	\$1.60	\$2,664.00	\$1.25	\$2,081.25	\$1.50	\$2,497.50	\$1.73	\$2,880.45	
19	1515-3	NO PARKING - LEGEND -T	2	EA	\$16.00	\$32.00	\$15.99	\$31.98	\$160.00	\$320.00	\$15.00	\$30.00	\$17.25	\$34.50	
20	1515-3	INSTALL BLUE RPM	2	EA	\$8.40	\$16.80	\$8.53	\$17.06	\$15.00	\$30.00	\$8.00	\$16.00	\$9.00	\$18.00	
21	1185-3	ADJUST MANHOLE COVER TO FINISHED GRADE	1	EA	\$1,000.00	\$1,000.00	\$695.00	\$695.00	\$475.00	\$475.00	\$950.00	\$950.00	\$650.00	\$650.00	
22	1530-4	INSTALL HANDICAPPED SIGN AND POST, R99C - CA	3	EA	\$220.00	\$660.00	\$223.88	\$671.64	\$300.00	\$900.00	\$400.00	\$1,200.00	\$240.00	\$720.00	
23	1530-4	RELOCATE HANDICAPPED PARKING SIGN AND POST	1	EA	\$131.00	\$131.00	\$133.26	\$133.26	\$300.00	\$300.00	\$280.00	\$280.00	\$145.00	\$145.00	
24	1192-3	RE-INSTALL BIKE RACK AND BOLLARDS	1	LS	\$1,900.00	\$1,900.00	\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00	\$5,100.00	\$5,100.00	\$2,500.00	\$2,500.00	
25	1192-3	REMOVE AND DISPOSE CONCRETE WHEEL STOPS	1	LS	\$1,572.00	\$1,572.00	\$380.00	\$380.00	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	
						\$218,999.80		\$244,019.47		\$283,500.00		\$243,650.16		\$236,773.91	
1	1101-2	WATER BLENDING STATIONS NOS. 3 AND 4 - MOBILIZATION -DEMOBILIZATION	1	LS	\$900.00	\$900.00	\$1,000.00	\$1,000.00	\$483.00	\$483.00	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	
2	1505-3	TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY	1	LS	\$500.00	\$500.00	\$235.39	\$235.39	\$400.00	\$400.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00	
3	1800-3	STORM WATER POLLUTION PREVENTION PLAN	1	LS	\$900.00	\$900.00	\$193.82	\$193.82	\$300.00	\$300.00	\$500.00	\$500.00	\$500.00	\$500.00	
4	1110-3	PROFILE MILL AC PAVEMENT	210	LF	\$8.00	\$1,680.00	\$0.17	\$35.70	\$32.00	\$6,720.00	\$1.90	\$399.00	\$3.50	\$735.00	
5	1120-4	UNCLASSIFIED EXCAVATION	5	CY	\$225.00	\$1,125.00	\$125.00	\$625.00	\$250.00	\$1,250.00	\$330.00	\$1,650.00	\$29.00	\$145.00	
6	1130-4	CLASS 2 AGGREGATE BASE	8	TN	\$125.00	\$1,000.00	\$8.00	\$64.00	\$200.00	\$1,600.00	\$97.00	\$776.00	\$33.00	\$264.00	
7	1150-10	ASPHALT CONCRETE, TYPE III - DGAC-B2 PG 64-10	0.5	TN	\$1,000.00	\$500.00	\$1,676.00	\$838.00	\$1,200.00	\$600.00	\$2,100.00	\$1,050.00	\$1,000.00	\$500.00	
8	1160-5	SLURRY SEAL TYPE II	5420	SY	\$3.67	\$19,891.40	\$3.70	\$20,054.00	\$2.85	\$15,447.00	\$3.50	\$18,970.00	\$4.00	\$21,680.00	
9	1155-4	CRACKFILL	1	LS	\$3,150.00	\$3,150.00	\$8,900.00	\$8,900.00	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$15,000.00	\$15,000.00	
10	1515-3	PARKING STALL LINES - T	60	LF	\$2.10	\$126.00	\$2.13	\$127.80	\$8.00	\$480.00	\$2.00	\$120.00	\$2.30	\$138.00	
11	1515-3	BLUE PERPENDICULAR PARKING LINES - T	80	LF	\$2.45	\$196.00	\$2.48	\$198.40	\$8.00	\$640.00	\$2.30	\$184.00	\$2.70	\$216.00	
12	1515-3	PARKING ACCESS AISLE -BLUE - T	160	LF	\$2.45	\$392.00	\$2.48	\$396.80	\$8.00	\$1,280.00	\$2.30	\$368.00	\$2.70	\$432.00	
13	1515-3	DISABLED PERSONS PARKING SYMBOL - T	1	EA	\$2.40	\$2.40	\$242.00	\$242.00	\$500.00	\$500.00	\$230.00	\$230.00	\$260.00	\$260.00	
14	1530-4	INSTALL HANDICAPPED SIGN AND POST, R99C - CA	1	EA	\$220.00	\$220.00	\$223.89	\$223.89	\$300.00	\$300.00	\$400.00	\$400.00	\$240.00	\$240.00	
						\$30,582.80		\$33,134.80		\$35,000.00		\$34,647.00		\$41,810.00	
Bid List Total						\$2,813,264.70		\$2,856,907.57		\$2,991,974.94		\$3,106,179.91		\$3,120,983.84	
						\$2,813,264.70		\$2,856,907.57		\$2,991,974.94		\$3,106,179.91		\$3,120,983.84	

	Toro Enterprises, Inc.	Granite Construction - Santa Barbara	All American Asphalt	CA Rasmussen, Inc	J&H Engineering
Listed Subs	American Pavement Systems, Inc. 1012 11th Street Suite 1000 Modesto, CA 95354 Chrisp Co. 2280 S Lilac Ave Bloomington, CA 92316 Pavement Coatings 10240 San Sevaime Way Mira Loma, CA 91752 Taft Electric Co. 1694 Eastman Ave Ventura, CA 93006	American Pavement Systems, Inc. 1012 11th Street Suite 1000 Modesto, CA 95354 Chrisp Co. 2280 S Lilac Ave Bloomington, CA 92316 CTI Inc. 645 W. Mountain Ave La Habra, CA 90631 Maueri Traffic Control 47423 Rainbow Canyon Temecula, CA 92592 Pavement Coatings 10240 San Sevaime Way Mira Loma, CA 91752 Rubberized Crackfiller Sealant 800 E Walnut Ave Fullerton, CA 92831 Taft Electric Co. 1694 Eastman Ave Ventura, CA 93006	American Pavement Systems, Inc. 1012 11th Street Suite 1000 Modesto, CA 95354 Global Road Sealing Inc 10832 Dorothy Ave Garden Grove, CA 92843 L.A. Signal Construction, Inc. 155 N Eucla San Dimas, CA 91773 Superior Pavement Markings 5312 Cypress Street Cypress, CA 90630	American Pavement Systems, Inc. 1012 11th Street Suite 1000 Modesto, CA 95354 Chrisp Co. 2280 S Lilac Ave Bloomington, CA 92316 EBS Utilities 1320 E 6th St #100 Corona, CA 92879 Pavement Coatings 10240 San Sevaime Way Mira Loma, CA 91752 Precision Cold Planing 13552 Calle Messa Yukaipa, CA 92399 Statewide Safety & Signs 522 Lindon Ln Nipomo, CA 93444 Taft Electric Co. 1694 Eastman Ave Ventura, CA 93006	AA & P Contractors, Inc. PO Box 4153 Ventura, CA 930070153 American Pavement Systems, Inc. 1012 11th Street Suite 1000 Modesto, CA 95354 Austin Enterprise PO Box 81926 Bakersfield, CA 93380 Chrisp Co. 2280 S Lilac Ave Bloomington, CA 92316 CTI Inc. 645 W. Mountain Ave La Habra, CA 90631 Pavement Coatings 10240 San Sevaime Way Mira Loma, CA 91752 Superior Pavement Markings 5312 Cypress Street Cypress, CA 90630 Western Oil Spreading Service 899 Mission Rock Rd Santa Paula, CA 93060 WM Surveys 2747 Sherwin Ave #12 Ventura, CA 93005

ATTACHMENT
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September 22, 2014

TO: Lou Balderrama, Public Works City Engineer
Raymond Williams, Project Manager

FROM:  Patricia Friend, GS Contract Procurement

SUBJECT: **Recommendation of Award**
Specification Number PW10-12
Rose Ave. Resurfacing and Repairs at Other Locations

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Five (5) bids were received on September 17, 2014, ranging from \$2,813,264.70 to \$3,120,983.84 (Attachment No. 1). Contract Procurement staff reviewed the bids and determined that the bid submitted by Toro Enterprises, Inc. is the lowest, responsible and responsive bid. Therefore, it is recommended that the contract for the Rose Ave. Resurfacing & Repairs at Other Locations Project be awarded to Toro Enterprises, Inc. in the amount of \$2,813,264.70. Pages B-5 and B-6 (Subcontractors Information) and B-7 (References) are also attached for your review.

Funds in the amount of \$2,813,264.70 need to be made available in Capital Improvement Account(s) _____ (Project # _____). If you concur with the award of this contract as recommended, please sign at the bottom of this memo, provide the funding source(s) and return it to Contract Procurement. We also need a revised estimate on the attached Capital Improvement Project Estimate (Attachment No. 2). Please have any necessary funding adjustments made so that Contract Procurement can verify that sufficient funds are available to complete this project.

Concur with Award: Lou Balderrama: 
Public Works City Engineer
Raymond Williams: 
Project Manager

9-30-14

Attachment No. 1 – Tabulation of Bids
Attachment No. 2 – Project Cost Estimate

CITY OF OXNARD
SPECIFICATION NUMBER PW10-12

Fed. Proj. #STPL-5129(085)

BID DOCUMENTS (BLUE SHEETS)
FOR

PROJECT TITLE: – PW10-12-Rose Avenue Resurfacing and Repairs at Other
Locations

BRIEF DESCRIPTION OF PROJECT: Rose Avenue Resurfacing and Repairs at Other Locations –The project consists of resurfacing of the existing asphalt concrete pavement along Rose Ave. from Fifth St. to 101 Overpass Bridge deck and includes milling 2-inch deep of existing asphalt concrete pavement and installing 2-inch ARHM on ARAM over ¾-inch leveling course; removal of failed areas; adjust to grade utility covers; traffic marking and signal replacement & installation of street name and no parking signs; and resurfacing Eastbound Gonzales Rd. from Solar Dr. to Rice Ave.; reconstruction of multi-service parking lot & alley-drives at the intersection of Camino Del Sol & La Colonia Rd. and slurry seal at Blending Station Nos. 3 & 4.

Specification Number PW10-12 includes 45 pages of bid documents. Drawing No. 10-09A includes 22 sheets of plans.

Work must begin within 7 calendar days after the Notice to Proceed is issued. Work is to be complete in 65 working days. Liquidated damages will be assessed at \$3,000.00 per calendar day.

Payment shall be in accordance with the provisions of Section 9-3 of the Standard Specifications for Public Works Construction.

**CONTRACTOR'S FAILURE TO COMPLETE THIS SECTION
MAY CAUSE REJECTION OF THE BID**

Name Toro Enterprises, Inc.
Physical Address 2101 E. Ventura Blvd. Oxnard, CA 93036
Mailing Address P.O. Box 6285 Oxnard, CA 93031
City Oxnard State CA Zip Code 93031
Telephone No. 805-483-4515 Fax No. 805-483-2001

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

PROJECT OVERVIEW

The following description of the amount of work to be done and materials to be furnished by the contractor is an approximation provided for your use in preparing a bid. The City of Oxnard does not expressly or by implication warrant that the actual amount of work or materials awarded will correspond therewith. The City reserves the right to increase or decrease the amount of any class or portion of the work or materials or to delete any of the work or materials, as the City deems necessary or expedient. If the description includes more than one job, the City may decide to award a contract for only one or less than all of the jobs included in the bid submitted.

DESCRIPTION

The work includes mobilization/demobilization; traffic control; storm water pollution prevention plan; removal of failed areas; asphalt concrete Type III; installing 2-inch asphalt rubber hot mix (ARHM) on install ARAM over ¾-inch leveling course; cold milling; unclassified excavation; aggregate base Class 2; crack fill; slurry seal Type II (RAP); construct 4-inch thick PCC sidewalk; construct PCC curb & gutter; construct PCC bus turnout; adjust manhole cover to finished grade; adjust water valve cover to finished grade; adjust survey monument cover to finished grade; install traffic stripings, pavement markings, & street signs; install traffic signals; install video detection system; and all incidental and appurtenant improvements and restorations specified on the Plans and herein these Special Provisions. Work areas are Rose Avenue from Fifth Street to 101 Overpass Bridge deck and Eastbound Gonzales Road from Solar Drive to Rice Avenue; and multi-service parking lot and alley-drives at intersection of Camino Del Sol and La Colonia Road.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

CITY OF OXNARD
SPECIFICATION NUMBER PW10-12

Fed. Proj. #STPL-5129(085)

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Toro Enterprises, Inc.

ROSE AVE. -FIFTH STREET TO 101 OVERPASS BRIDGE DECK

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
1	Mobilization/Demobilization	1101-2	LS	1	56,000.	\$ 56,000.-
2	Traffic Control And Public Convenience And Safety	1505-3	LS	1	84,000.	84,000.-
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	8000.-	8,000.-
4	Cold Mill AC Pavement (2" Max.)	1110-3	SF	742,133	0.17	126,162.61
5	Unclassified Excavation	1120-4	CY	200	45.-	9,000.-
6	Class 2 Aggregate Base	1130-4	TN	450	26.-	11,700.-
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	285	156.-	44,460.-
8	Asphalt Concrete, Type III (DGAC-D2 PG 64-10) Leveling Course	1150-10	TN	3,500	93.-	325,500.-
9	Asphalt Rubber Aggregate Membrane (ARAM)	1151-3	SY	82,500	4.83	398,475.-
10	2" Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152-10	TN	9,300	93.75	871,875.-
11	Crackfill	1155-4	LS	1	10,500.-	10,500.-
12	Slurry Seal Type II	1160-5	SY	12,200	390	47,580.-
13	Construct 8" Thick PCC Pad (Per City STD Plate 200)	1180-6	CY	45	385.-	17,325.-
14	Remove & Replace PCC Curb and Gutter (A2-6)	1174-6	LF	70	50.-	3,500.-
15	Install PCC Curb and Gutter (A3-6)	1174-6	LF	160	25.-	4,000.-
16	Install PCC Curb (A1-8)*	1174-6	LF	200	40.-	8,000.-
17	Remove & Replace PCC Sidewalk 4" Thick	1174-6	SF	1,350	8.-	10,800.-
18	Install Blue RPM	1515-3	EA	16	8.40	134.40
19	4" Solid White (T)	1515-3	LF	4,120	0.68	2,801.60

*Actual Quantity To Be Field Verified

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CITY OF OXNARD
SPECIFICATION NUMBER PW10-12

Fed. Proj. #STPL-5129(085)

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Toro Enterprises, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	UNIT COST	TOTAL
20	12" Solid White (T)	1515-3	LF	5,250	2.65	\$ 13,912. ⁵⁰
21	12" Solid White Chevron (T)	1515-3	LF	70	2.65	185. ⁵⁰
22	Install Detail 9 (T)	1515-3	LF	23,900	832	7,648.-
23	Install Detail 22 (T)	1515-3	LF	1,200	1.36	1,632.-
24	Install Detail 27B (T)	1515-3	LF	1,295	6.53	6826. ³⁵
25	Install Detail 29 (T)	1515-3	LF	2,018	2.63	5,307. ⁸⁴
26	Install Detail 37B (T)	1515-3	LF	450	0.85	382. ⁵⁰
27	Install Detail 38 (T)	1515-3	LF	8,500	0.81	7,140.-
28	Install Detail 39 (T)	1515-3	LF	9,500	0.63	5,985.-
29	Install Detail 39A (T)	1515-3	LF	800	0.63	504.-
30	Install Detail 40 (T)	1515-3	LF	1,860	1.05	1,953.-
31	Install Type IV Arrow Pavement Marking (T)	1515-3	EA	82	55.-	4,510.-
32	Install Type VI Arrow Pavement Marking (T)	1515-3	EA	4	126.-	504.-
33	Install Bike Lane Symbol With Arrow Pavement Marking (T)	1515-3	EA	24	55.-	1,320.-
34	Install Railroad Crossing Symbol (T)	1515-3	EA	3	262.-	786.-
35	Relocate Street Name Signs	1530-4	EA	3	160.-	480.-
36	Install Street Name Signs	1530-4	EA	22	315.-	6,930.-
37	Relocate Overhead Street Name Signs	1530-4	EA	3	620.-	1860.-
38	Install Advanced Street Name Signs	1530-4	EA	12	420.-	5,040.-
39	Remove And Replace Sign Post	1530-4	EA	7	160.-	1,120.-

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B-3A

CITY OF OXNARD
SPECIFICATION NUMBER PW10-12

Fed. Proj. #STPL-5129(085)

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Toro Enterprises, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
40	Remove Parking Signs	1530-4	EA	12	80.-	\$ 960.-
41	Install Red Light Loop	1520-3	EA	14	335.-	4,690.-
42	Install New R3-9F Sign (Modified)	1530-4	EA	12	221.-	2,652.-
43	Install New R38 (S) (CA) Sign (Modified)	1530-4	EA	12	220.-	2,640.-
44	Install Type New Type K Sign	1530-4	EA	1	80.-	80.-
45	Install Conductor	1520-3	LS	1	12,842.-	12,842.-
46	Remove Existing Emergency Detection System	1520-3	EA	3	620.-	1,860.-
47	Install 55' Mast Arm	1520-3	EA	1	5,600.-	5,600.-
48	Install 45' Mast Arm	1520-3	EA	1	4,100.-	4,100.-
49	Install 40' Mast Arm	1520-3	EA	1	3,600.-	3,600.-
50	Install I-A Pole 10 Ft	1520-3	EA	2	770.-	1,540.-
51	Install Traffic Loop Detectors	1520-3	EA	188	239.-	44,932.-
52	Install Signal Heads (12")	1520-3	EA	13	575.-	7,475.-
53	Relocate Existing Signal Head	1520-3	EA	4	87.-	348.-
54	Install "WAIT HERE" Pavement Marking (T)	1515-3	EA	4	263.-	1,052.-
55	Install "KEEP CLEAR" Pavement Marking (T)	1515-3	EA	3	263.-	789.-
56	24" Solid White (T)	1515-3	LF	100	5.25	525.-
57	Install Bicycle Detection Pavement Marking	1515-3	EA	33	32.-	1,056.-
58	Remove & Replace Existing Luminaries	1520-3	EA	35	594.-	20,790.-
59	Relocate Bus Bench And Bus Stop Sign	1550-4	LS	1	1,000.-	1,000.-
60	Relocate Exist Bus Shelter (Including SCE Power Supply)	1550-4	LS	1	12,960.-	12,960.-

**Bidder's Failure to Complete
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CITY OF OXNARD
SPECIFICATION NUMBER PW10-12

Fed. Proj. #STPL-5129(085)

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Toro Enterprises, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	UNIT COST	TOTAL
61	Remove And Replace Bus Stop Sign And Post	1530-4	EA	2	160.-	\$ 320.-
62	Install Bike Detection Loop "Type D"	1520-3	EA	33	636.-	20,988.-
63	Remove Signal Head	1520-3	EA	4	39.-	156.-
64	Install New Sign And Post	1530-4	EA	3	221.-	663.-
65	Emtrac System	1520-3	EA	11	5,820.-	64,020.-
66	Adjust Water Valve Cover To Finished Grade	1185-3	EA	56	585.-	32,760.-
67	Adjust Manhole Cover To Finished Grade	1185-3	EA	58	635.-	36,830.-
68	Adjust Survey Monument Cover To Finished Grade	1185-3	EA	3	850.-	2,550.-
69	Paint Curb Red (Bus Stop)	1515-3	LF	350	1.60	560.-
			Sub Total			\$ 2,398,037.80
Eastbound Gonzales Rd – Solar Drive To Rice Avenue						
1	Mobilization/Demobilization	1101-2	LS	1	2,100.-	2,100.-
2	Traffic Control And Public Convenience And Safety	1505-3	LS	1	8,300.-	8,300.-
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	1,800.-	1,800.-
4	Cold Mill AC Pavement (2" Max.)	1110-3	SF	50,700	0.28	14,196.-
5	Asphalt Concrete, Type III (DGAC-D2 PG 64-10) Leveling Course	1150-10	TN	250	105.-	26,250.-
6	Asphalt Rubber Aggregate Membrane (ARAM)	1151-3	SY	5,650	5.04	28,476.-
7	2" Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152-10	TN	650	92.-	59,800.-
8	Adjust Water Valve Cover To Finished Grade	1185-3	EA	12	575.-	6,900.-
9	Adjust Manhole Cover To Finished Grade	1185-3	EA	5	165.-	7,425.-

**Bidder's Failure to Complete
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CITY OF OXNARD
SPECIFICATION NUMBER PW10-12

Fed. Proj. #STPL-5129(085)

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Toro Enterprises, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
10	Adjust Survey Monument Cover To Finished Grade	1185-3	EA	1	735.-	\$ 735.-
11	Install Blue RPM	1515-3	EA	2	8.40	16.80
12	12" Solid White (T)	1515-3	LF	1,020	2.65	2,703.-
13	Install Detail 12 (T)	1515-3	LF	400	0.40	160.-
14	Install Detail 37B (T)	1515-3	LF	400	0.85	340.-
15	Install Detail 38 (T)	1515-3	LF	1,100	0.85	935.-
16	Install Detail 39 (T)	1515-3	LF	550	0.65	357.50
17	Install Type IV Arrow Pavement Marking (T)	1515-3	EA	7	55.-	385.-
18	Install Type VII Arrow Pavement Marking (T)	1515-3	EA	3	90.-	270.-
19	Install Traffic Loop Detector	1520-3	EA	16	247.-	3,952.-
20	Install Bike Lane Loop Detector Symbol (T)	1515-3	EA	6	32.-	192.-
21	Install Bike Lane Symbol With Arrow Pavement Marking (T)	1515-3	EA	4	63.-	252.-
22	Install Street Name Signs	1530-4	EA	6	315.-	1,890.-
23	Install Regulatory Signs	1530-4	EA	2	255.-	510.-
24	Install Overhead Street Name Sign	1530-4	EA	1	1,635.-	1,635.-
25	Paint Curb Red (Bus Stop)	1515-3	LF	40	1.60	64.-
				Sub Total		\$ 165,644.³⁰

**Bidder's Failure to Complete
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CITY OF OXNARD
SPECIFICATION NUMBER PW10-12

Fed. Proj. #STPL-5129(085)

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Toro Enterprises, Inc.

Multi-Service Center Parking Lot And Alley-Drives						
1	Mobilization/Demobilization	1101-2	LS	1	10,000.-	\$ (0,000.-
2	Traffic Control And Public Convenience And Safety	1505-3	LS	1	2,300.-	2,300.-
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	1,800.-	1,800.-
4	Cold Mill AC Pavement (1 1/2" Max.)	1110-3	SF	106,154	0.35	37,153.10
5	Class 2 Aggregate Base	1130-4	TN	500	26.-	13,000.-
6	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	100	110.-	11,000.-
7	1 1/2" Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152-10	TN	1,000	105.-	105,000.-
8	Unclassified Excavation	1120-4	CY	745	15.-	11,175.-
9	PCC Pad At Enclosures	1174-6	SF	200	11.-	2,200.-
10	Install PCC Curb (A1-6)	1174-6	LF	120	36.-	4,320.-
11	Remove & Replace PCC Ribbon Gutter	1174-6	LF	30	95.-	2,850.-
12	Remove & Replace PCC Cross Gutter	1174-6	SF	16	38.-	608.-
13	Parking Stall Lines (T)	1515-3	LF	4,542	1.05	4,769.10
14	Diagonal Parking Lines (T)	1515-3	LF	234	1.05	245.70
15	Blue Perpendicular Parking Lines (T)	1515-3	LF	395	2.10	829.50
16	Parking Access Aisle (Blue) (T)	1515-3	LF	448	2.10	940.80
17	Disabled Persons Parking Symbol (T)	1515-3	EA	12	236.-	2,832.-
18	Repaint Curb Red/Yellow (T)	1515-3	LF	1,665	1.60	2,664.-
19	"NO PARKING" Legend (T)	1515-3	EA	2	16.-	32.-
20	Install Blue RPM	1515-3	EA	2	8.40	16.80

**Bidder's Failure to Complete
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CITY OF OXNARD
SPECIFICATION NUMBER PW10-12

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BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Toro Enterprises, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	UNIT COST	TOTAL
21	Adjust Manhole Cover To Finished Grade	1185-3	EA	1	1,000.-	\$ 1,000.-
22	Install Handicapped Sign & Post, R99C (CA)	1530-4	EA	3	220.-	660.-
23	Relocate Handicapped Parking Sign & Post	1530-4	EA	1	131.-	131.-
24	Re-Install Bike Rack & Bollards	1192-3	LS	1	1,900.-	1,900.-
25	Remove & Disposed Concrete Wheel Stops	1192-3	LS	1	1,572.-	1,572.-
			Sub Total	\$	218,999.80	

Water Blending Stations Nos. 3 & 4

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	UNIT COST	TOTAL
1	Mobilization/Demobilization	1101-2	LS	1	900.-	\$ 900.-
2	Traffic Control And Public Convenience And Safety	1505-3	LS	1	500.-	500.-
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	900.-	900.-
4	Profile Mill AC Pavement	1110-3	LF	210	8.-	1,680.-
5	Unclassified Excavation	1120-4	VCY	5	225.-	1,125.-
6	Class 2 Aggregate Base	1130-4	TN	8	125.-	1,000.-
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	0.5	1,000.-	500.-
8	Slurry Seal Type II	1160-5	SY	5,420	3.67	19,891.40
9	Crackfill	1155-4	LS	1	3,150.-	3,150.-
10	Parking Stall Lines (T)	1515-3	LF	60	2.10	126.-
11	Blue Perpendicular Parking Lines (T)	1515-3	LF	80	2.45	196.-
12	Parking Access Aisle (Blue) (T)	1515-3	LF	160	2.45	292.-
13	Disabled Persons Parking Symbol (T)	1515-3	EA	1	2.40	2.40
14	Install Handicapped Sign & Post, R99C (CA)	1530-4	EA	1	220.-	220.-
			Sub Total	\$	30,582.80	
GRAND TOTAL					\$	2,813,264.70

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ATTACHMENT 3
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CITY OF OXNARD
SPECIFICATION NUMBER PW10-12

Fed. Proj. #STPL-5129(085)

BID SCHEDULE OF WORK AND PRICES

SUB-TOTAL -Rose Ave.-5th to Hwy. 101 - \$ 2,398,037.80

SUB-TOTAL -Eastbound Gonzales Rd. -Solar to Rice - \$ 165,644.30

SUB-TOTAL -Multi-Service Center Parking Lot & Alley-Drives- \$ 218,999.80

SUB-TOTAL -Blending Stations Nos. 3 & 4- \$ 30,582.80

GRAND TOTAL SUBMITTED - \$ 2,813,264.70

The grand total submitted is subject to verification. Item total will be verified by multiplying the unit cost with the approximate quantity. If any discrepancy is found, the unit prices will be the basis of award.

Bidder must fill in number and date of *all* addenda or enter the word "*none*" if appropriate.

The following addenda are
acknowledged and attached:

NO.	DATED	NO.	DATED
1	9/8/14		

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED Sep. 16th, 2014 AT Oxnard, CA

COMPANY NAME Toro Enterprises, Inc.

SIGNATURE  TITLE Jerry Hannigan, Secretary
(Sole Owner, Partner, Corporate Officer)*

*Person signing must be listed on records of Contractors State License Board.

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**CITY OF OXNARD
SPECIFICATION NUMBER PW10-12**

Fed. Proj. #STPL-5129(085)

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Toro Enterprises, Inc.

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4104 et seq., each bidder submitting bids for the construction of any public work or improvement shall set forth:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening-	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
1. Pavement Coatings	10240 San Sebastian way Lynette Valley CA 91752	Type II Road Slurry	3086089	A C-32
2. Chrisp Company	2280 S. lilac Ave Bloomington CA	Striping Marking Signs	374600	A C-32
3. Taft Electric	1694 Eastman Ave Ventura, CA 93006	Traff Signal - Traff loops electrical	772245	A C-10

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CITY OF OXNARD
SPECIFICATION NUMBER PW10-12

Fed. Proj. #STPL-5129(085)

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Toro Enterprises, Inc.

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
4. American Pavement Systems	1012 11th Street #1000 Modesto, CA	ARAM	943792	A
5.				
6.				
7.				
8.				
9.				

**Bidder's Failure to Complete
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CITY OF OXNARD
SPECIFICATION NUMBER PW10-12

Fed. Proj. #STPL-5129(085)

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name American Pavement Systems	Phone 209 522-5277	☐ < \$1 million	ARAM	YES
Address 1012 11th Street #1000		☐ < \$5 million		NO
City State ZIP Modesto CA	Fax 209 408-0427	☐ < \$10 million		If YES list DBE #:
		☒ < \$15 million ☐ > \$15 million		Age of Firm (Yrs.)
Name Taft Elec.	Phone 805 654-7992	☐ < \$1 million	Traffic loops : Signals electrical	YES
Address 1094 Eastman Ave		☐ < \$5 million		NO
City State ZIP Ventura CA 93006	Fax 805 676-7526	☐ < \$10 million		If YES list DBE #:
		☐ < \$15 million ☒ > \$15 million		Age of Firm (Yrs.)
Name Pavement Coatings	Phone 714 826-3011	☐ < \$1 million	Type II Road Slurry	YES
Address 102510 San Serrano Way		☐ < \$5 million		NO
City State ZIP Jurupa Valley CA 91752	Fax 714 826-3129	☐ < \$10 million		If YES list DBE #:
		☐ < \$15 million ☒ > \$15 million		Age of Firm (Yrs.)
Name Chrissy Company	Phone 909 746-0352	☐ < \$1 million	Striping, Marking, Signs	YES
Address 2280 S. Lilac Ave		☐ < \$5 million		NO
City State ZIP Bloomington CA	Fax 909 746-0354	☐ < \$10 million		If YES list DBE #:
		☐ < \$15 million ☒ > \$15 million		Age of Firm (Yrs.)

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CITY OF OXNARD
SPECIFICATION NUMBER PW10-12

Fed. Proj. #STPL-5129(085)

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name PCI	Phone 562	☐ <\$1 million	Striping, Marking, Signs	YES
Address 1105 E. Hill Street	218-0504	☐ <\$5 million		NO
City State ZIP Long Beach, CA 90806	Fax 562	☐ <\$10 million		If YES list DBE #:
		☒ <\$15 million		Age of Firm (Yrs.):
		☐ >\$15 million		
Name Safety Striping Service Inc.	Phone 651-1022	<\$1 million	Striping, Marking, Signs	YES
Address 6808 Avenue 305	Fax 559	<\$5 million		NO
City State ZIP Goshen, CA 93227		<\$10 million		If YES list DBE #:
		☒ <\$15 million		Age of Firm (Yrs.):
		>\$15 million		
Name Sterndahl Enterprises, Inc.	Phone 818	<\$1 million	Striping, Marking, Signs	YES
Address 11861 Branford Street	834-8199	<\$5 million		NO
City State ZIP Sun Valley, CA 91352	Fax 818	<\$10 million		If YES list DBE #:
		☒ <\$15 million		Age of Firm (Yrs.):
		>\$15 million		
Name	Phone	☐ <\$1 million		YES
Address		☐ <\$5 million		NO
City State ZIP	Fax	☐ <\$10 million		If YES list DBE #:
		☐ <\$15 million		Age of Firm (Yrs.):
		>\$15 million		

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CITY OF OXNARD
SPECIFICATION NUMBER PW10-12

Fed. Proj. #STPL-5129(085)

REFERENCES

BIDDER'S NAME Toro Enterprises, Inc.

Bidders are required to list at least three references for similar work as described in these specifications. This information will enable the City to evaluate the bidder's responsibility, experience, skill and business and financial position.

Project Description		
* PLEASE SEE ATTACHED REFERENCES		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone



JERRY HANNIGAN, Sec.
SIGNATURE OF BIDDER

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-7



REFERENCE LIST

PAVING

Contract With: County of Ventura

Contact: Ariel Baraza (805) 654-2058

Brief Description: Cold Milling, AC Taper with Key, ARHM Overlay

Project: Pavement Resurfacing-Meiners Oaks Area

Owner: County of Ventura

Contract Amount: \$1,483,512.00

Completed: 4/2013

Contract With: City of Ventura

Contact: Ernie Ferrer (805) 677-3905

Brief Description: Cold Milling, ARHM Overlay, PCC Cross gutters, C&G, Sidewalk

Project: Street Resurfacing (Phase II) Fairview Drive Neighborhood

Owner: City of Ventura

Contract Amount: \$532,144.00

Completed: 1/2013

Contract With: County of Ventura - 800 S. Victoria Ave., Ventura, CA 93009

Contact: Ariel Braza (805) 654-2058

Description: Cold Milling, ARHM Overlay, Shoulder Backing, PCC Curb & Gutter

Project: Pavement Rehabilitation - Ojai/West Ventura Areas, Phase III

Owner: County of Ventura

Contract Amount: \$1,393,297.00

Completed: 9/2013

Contract With: City of Santa Clarita - 23920 Valencia Blvd. Santa Clarita, CA 91355

Contact: Bill Whitlach (661) 255-4933

Description: 18,547TN ARHM, (TMO) 7,573TN, AC 5,500TN

Project: 2012-2013 Overlay-Slurry Seal Project

Owner: City of Santa Clarita

Contract Amount: \$3,892,036.00

Completed: 12/2013

Contract With: City of Oxnard - 305 W. Third Street, Oxnard, CA 93030

Contact: Raymond Williams (805) 385-7902

Description: ARHM 7,643TN, AC 2,611TN, Cold Mill, 600 LF C&G

Project: Del Norte Blvd. Improvements

Owner: City of Oxnard

Contract Amount: \$1,776,547.00

Completed: 11/2013

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd., Simi Valley, CA 93063

Contact: Mansour Moradi (805) 583-6891

Description: ARHM Overlay and Concrete Improvements

Project: 2012-13 Major Streets Pavement Rehabilitation

Owner: City of Simi valley

Contract Amount: \$979,299.00

Completed: 10/2013

Contract With: City of Ventura - 501 Poli Street, Ventura, CA 93001

Contact: Ernie Ferrer (805-677-3905)

Brief Description: Cold Mill, ARHM 5,900 tons, Concrete Pavement Repairs, Access Ramps

Project: Main Street Resurfacing

Owner: City of Ventura

Contract Amount: \$1,500,877.00

Start Date: 1/2012

Completion: 10/2012

Contract With: City of Compton - 205 S. Willowbrook Ave., Compton, CA 90220

Contact: Kambiz Shoghi (310) 605-6242

Brief Description: AC Paving 4,000 tons, Cold Mill 190,000sf, Curb & Gutter and Sidewalk R&R

Project: Greenleaf Street Improvement Project

Owner: City of Compton

Contract Amount: \$443,350.00

Start Date: 4/2012

Completion: 8/2012

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd. Simi Valley Ca. 93063

Contact: Bob Krock

Brief Description: Grind, Conventional AC Overlay 11,000 tons, Asphalt digouts, Concrete Repairs

Project: FY 2009-10 Annual Minor Street Rehabilitation Project

Owner: City of Simi Valley

Contract Amount: \$1,643,666.00

Start Date: 7/2010

Completed: 2011

Contract With: United Water Conservation District - 106 North 8th Street, Santa Paula, CA 93060

Contact:

Brief Description: Pulverize, Grade & Compact Roadway, AC Paving, Asphalt Overlay, Asphalt Swale and Shoulder Backing

Project: Lake Piru Recreation Area 2011 Asphalt Pavement Repairs

Owner: United Water Conservation District

Contract Amount: \$320,429.00

Start Date: 2/2011

Completion: 5/2011

Contract With: City of Burbank - 301 East Olive Street, Burbank, CA 91502

Contact: (818)-238-3946

Brief Description: Asphalt paving 3,250 tons, R&R Concrete, Utility Adjustment

Project: Various Residential Street Improvement Project

Owner: City of Burbank

Contract Amount: \$569,351.00

Start Date: 4/2011

Completion: 10/2011

Contract With: City of Oxnard - 305 W. Third Street, Oxnard, CA 93030

Contact: Raymond Williams (805) 385-7902

Brief Description: ARHM Overlay, Reconstruct Alleys, Concrete Repairs, Relace Waterline & Valves

Project: Bartolo Square South Phase II

Owner: City of Oxnard

Contract Amount: \$2,478,801.00

Start Date: 3/2011

Completion: 3/2012

Contract With: County of Ventura - 800 South Victoria Ave., Ventura, CA 93009

Contact: Ariel Baraza (805) 654-2058

Brief Description: Pavement Rehab, R&R Curb and Sidewalk, ARHM Overlay, Shoulder Backing

Project: Pavement Rehabilitation Piru Area Phase I

Owner: County of Ventura

Contract Amount: \$1,528,217.00

Start Date: 12/2010

Completion: 9/2011

Contract With: City of Burbank - 301 East Olive Street, Burbank, CA 91502

Contact: Adam Salehi (818) 238-3946

Brief Description: ARHM Paving 3,000 tons, R&R Curb & Gutter, Sidewalk, Ped. Ramps, Adjust Manholes

Project: Street Improvement Project

Owner: City of Burbank

Contract Amount: \$1,157,609.00

Start Date: 12/2010

Completion: 1/2012

Contract With: County of Ventura - 800 South Victoria Ave., Ventura, CA 93009

Contact: Jeewoong Kim (805) 654-2065

Brief Description:

Project: Pavement Rehabilitation, Tierra Rejada Rd., Del Norte Rd., Harbor Blvd.

Owner: County of Ventura

Contract Amount: \$1,877,904.00

Start Date: 9/2010

Completion: 11/2011

Contract With: City of Burbank - 301 East Olive Street, Burbank, Ca 91502

Contact: Adam

Brief Description: Grind, ARHM Overlay 12,000 Tons, Major Concrete Remove & Replace

Project: Street Improvement Project Bid. No. 1218

Owner: City of Burbank

Contract Amount: \$2,194,817.00

Start Date: 10/2009

Completed 5/2010

Contract With: City of Oxnard – 305 W. Third Street Oxnard Ca. 93030

Contact: Raymond Williams #805-385-8051

Brief Description:

Project: Southwinds Neighborhood Resurfacing

Owner: City of Oxnard

Contract Amount: \$1,981,000.00

Start Date:

Completed 7/2009

Contract With: City of Oxnard – 305 W. Third Street Oxnard Ca. 93030

Contact: Raymond Williams #805-385-8051

Project: Rose Park Resurfacing Project

Owner: City of Oxnard

Contract Amount: \$813,383.00

Start Date:

Completed: 6/2009

ATTACHMENT 3
PAGE 20 OF 38

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL
ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS
WHICH ARE A PART OF THIS PROPOSAL)*

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Toro Enterprises, Inc., proposed
subcontractor _____, hereby certifies that he has ☒,
has not ☐, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required
by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting
Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or
administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due
under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary
of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in
connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and
subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only
contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing
regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject
to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the
award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such
other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract
Compliance, U.S. Department of Labor.

CITY OF OXNARD
SPECIFICATION NUMBER PW10-12

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declare under penalty of perjury under the laws of the State of California that the bidder has _____, has not ☒ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

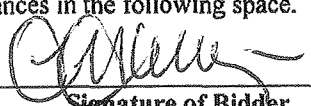
Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No ☒

If the answer is yes, explain the circumstances in the following space.



 Signature of Bidder

Jerry Hannigan, Sec.

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**CITY OF OXNARD
SPECIFICATION NUMBER PW10-12**

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.



Signature of Bidder

Jerry Hannigan, Sec.

Note: Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY of OXNARD
DEPARTMENT OF PUBLIC WORKS.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



SIGNATURE OF BIDDER Jerry Hannigan, Sec.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.



SIGNATURE OF BIDDER Jerry Hannigan, Sec.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.



SIGNATURE OF BIDDER

Jerry Hannigan, Sec.

N/A

CITY OF OXNARD
SPECIFICATION NUMBER PW10-12
Attachment G Disclosure of Lobbying Activities

Fed. Proj. #STPL-5129(085)

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

☐

- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:

☐

- a. initial
- b. material change

For Material Change Only:

year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐

Prime

☐

Subawardee

Tier _____, if known

5. If Reporting Entity in No. 4 is Subawardee,
Enter Name and Address of Prime:

Congressional District, if known

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including
address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ ☐ actual ☐ planned

13. Type of Payment (check all that apply)

☐
☐
☐
☐
☐
☐

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify _____

12. Form of Payment (check all that apply):

☐
☐

- a. cash
- b. in-kind; specify: nature _____
value _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including
officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached:

Yes ☐

No ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

B-8F

INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

B-8G

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

BIDDER'S AFFIDAVIT

PROJECT Rose Ave. Resurfacing ? Repairs at other locations

I depose and say that I am Jerry Hannigan, Secretary
(Print or type name and title)

of Toro Enterprises, Inc.

(Name of Company)
2101 E. Ventura Blvd. Oxnard, CA 93036
(Address) (City) (State) (Zip Code)

Contractor's Employer Identification Number: C1755521

A VALID CURRENT CALIFORNIA STATE CONTRACTOR'S LICENSE REQUIRED TO BID:

Contractor's License No. 710580 FED TAX I.D. # 77-03906603

Classification: A

Contractor's License Expiration Date: 8/31/15

City of Oxnard Business License Number(Not Required to Bid): _____

Data Universal Numbering System (D-U-N-S #): 96950441

Whoever submits this bid to the City of Oxnard declares:

1. That the bidder has read these specifications, will abide by and agrees to the conditions herein, has carefully examined the project plans and does hereby agree to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the schedule of work and prices.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda listed on Page B-4 of these bid documents are acknowledged and attached.
4. That the bidder, as principal, acknowledges being bound by the following bid bond when completed by the surety.

Dated Sep. 16th, 2014 at Oxnard, California.

I certify or declare under penalty of perjury that the foregoing is true and correct.

(CORPORATE SEAL)

[Signature]
SIGNATURE Jerry Hannigan, Sec.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

CITY OF OXNARD
SPECIFICATION NUMBER PW10-12

Fed. Proj. #STPL-5129(085)

BIDDER'S QUESTIONNAIRE

All Bidders **MUST** complete this form and it **MUST** be submitted with the Bid. The answers to these questions will be used to determine whether the Bidder is responsible. "Related Company," as used in this questionnaire, is any organization of which the responsible managing officer of the Bidder has been a responsible managing officer (as the term responsible managing officer is used for State of California licensing purposes) within the past 5 years and/or in which any equity holder (e.g. shareholder, partner, member) of the bidder holds or has held more than a 10% interest within the past 5 years; or has had an active role in the management of projects performed by Company. "Contact Information" means the name, address and telephone number of a person or entity. For all Yes answers please provide complete explanations on extra-attached sheets and identify by number the question to which the information pertains

EVALUATION ELEMENTS			
<i>Standard Bidder Questions (applies to all bids)</i>		Yes	No
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated on Page F-0?	✓	
2	Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on a public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LD assessment.		✓
3	Has the Bidder's insurance or a Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of all cancellations and the contact information for all insurance companies that cancelled coverage. Insurance includes all insurance coverages of any kind, including commercial, general liability, fire and casualty, and workers' compensation.		✓
4	Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information and state the date and amount of each claim paid.		✓
5	Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (DLSE)? If so, provide the date(s) of investigations and the contact information for the DLSE.		✓
6	Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the jurisdiction, date and case number for each court case.		✓
7	Within the past 5 years, have stop notices been filed with any government agency on any project performed by Bidder or any Related Company? If so, please provide the following information for each stop notice: contact information for each claimant, amount of the claim, amount, if any, paid to settle the claim, date of the claim and the date of payment of the claim.		✓
8	Has Bidder or any Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the case.		✓
9	Has Bidder or a Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the contact information for the agency.		✓
10	Has Bidder or any Related Company ever been found to be a non-responsible bidder by an agency or debarred? If so, provide the date and name of each and explain the circumstances.		✓
11	Provide the name, date, contact information and approximate amount of contract and a description of work performed for each job performed by Bidder in the last 3 years involving work of the type for which this contract is being let.	✓	
12	Has Bidder or a Related Company within the past 5 years been investigated by OSHA or had an OSHA violation that resulted in a citation or other actions be taken against the company.	✓	

Contractor Officer's Signature:

Jerry Hannigan, Sec. 

Title

9/16/14

Date

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

**CITY OF OXNARD
SPECIFICATION NUMBER PW10-12**

Fed. Project# STPL-5129(085)

**CERTIFICATE OF COMPLIANCE
FEDERAL REQUIREMENTS**

This project is being financed totally or in part by federal grant funds. As such, it is subject to special contract requirements as explained in the "General Conditions (Federal Edition)." Other requirements are listed below and detailed in the "Special Provisions."

Other federal requirements:

The Davis-Bacon Act minimum wages related to this project are included in the bid documents. The effective wage determination and modifications are:

<u>DECISION NUMBER</u>	<u>REVISION DATE</u>	<u>MOD NUMBER</u>
CA140025	08/01/2014	MOD 17/ CA25

The Davis-Bacon Act provides that all modifications published more than ten days before bid opening shall be applicable. Changes made in a determination after contract award are not effective.

A copy of the wage determination and modifications must be posted at the construction site in a prominent place readily accessible to all workers.

I understand that failure to comply with these requirements will subject me to sanctions imposed by the city or the federal agency providing funds for this project, including possible debarment or suspension from participation in federally-funded construction projects.

THE FOREGOING CERTIFICATE IS FOR:

Toro Enterprises, Inc.
FIRM/COMPANY NAME

Jerry Hannigan, Sec.
NAME AND TITLE OF
AUTHORIZED REPRESENTATIVE


SIGNATURE OF
AUTHORIZED REPRESENTATIVE

9/16/14
DATE OF EXECUTION

B-23-A

CITY OF OXNARD
SPECIFICATION NUMBER PW10-12

Fed. Project# STPL-5129(085)

**"SECTION 3" AFFIRMATIVE ACTION PLAN
GENERAL CONDITIONS, FEDERAL EDITION**

CONTRACTOR/SUBCONTRACTOR Toro Enterprises, Inc.
PROJECT Rose Ave. Resurfacing: Repairs at Other Locations

I. Goals for Utilizing Local Project Area Residents and Businesses

A. Workforce Needs

	<u>TRADE</u>	<u>ALREADY EMPLOYED</u>	<u>TO BE HIRED</u>	<u>"SECTION 3" OBJECTIVE %</u>
Skilled	Asphalt Pavers/Labor	2	0	
Semi-skilled				
Unskilled				
Trainees (Apprentices)				

Awards to local project area qualified businesses, subcontractors and vendors represents
___ percent of the value to be subcontracted or supplied.

<u>ITEM</u>	<u>DOLLAR VALUE</u>
-------------	---------------------

II. Steps to Accomplish Objectives

A. Minimum Requirements

- 1) Attempt to recruit from the project area through local advertising media and signs placed at the job site, community organizations, and public and private agencies operating within or serving the project area, such as the state employment development department, urban league, etc.
- 2) Maintain a list of all lower-income residents of the project area who have applied either on their own or on referral from any source and employ such persons if otherwise qualified and if openings exist.

B-23-B

ATTACHMENT 3
PAGE 33 OF 38

**CITY OF OXNARD
SPECIFICATION NUMBER PW10-12**

Fed. Project# STPL-5129(085)

**"SECTION 3" AFFIRMATIVE ACTION PLAN (CONT'D)
GENERAL CONDITIONS, FEDERAL EDITION**

- 3) Contact project area organizations likely to refer prospective subcontractors.

B. Additional Steps

III. Steps to Secure the Cooperation of Subcontractors and Unions in Meeting These Goals

A. Minimum Requirements

- 1) Incorporate the "Section 3" clause into all subcontracts to complete a "Section 3" Affirmative Action Plan prior to signing the contract.
- 2) Notify the City when the union(s) with which the Contractor has a collective bargaining agreement has not referred to the Contractor or Subcontractor a low income resident worker or the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet "Section 3" goals.

B. Additional Steps

IV. Certification

I certify that I will comply with "Section 3" regulations as established in 24 CFR 135 and will make a good faith effort to meet the goals outlined above, and I hereby appoint:

Craig Thompson, Project Manager
Name of Appointee/Official Status with Firm

as the person responsible for the implementation of this plan.

Toro Enterprises, Inc.
FIRM/COMPANY NAME


SIGNATURE OF
AUTHORIZED REPRESENTATIVE

Jerry Hannigan, Sec.
NAME AND TITLE OF
AUTHORIZED REPRESENTATIVE

9/16/14
DATE OF EXECUTION

B-23-C

THESE CLAUSES ARE TO BE INSERTED IN ALL CONTRACTS

SECTION 3 CONTRACT CLAUSES

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self Determination and Education Assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment subcontracts shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7 (b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

The Contractor/Subcontractor by this signature affixed hereto declares under penalty of perjury: Contractor/Subcontractor has read City requirements and accepts all its requirements contained therein for all of his/her operations within the City of Oxnard.

Signature

Printed Name and Title

SEAN CASTILLO, PRES.

Signature

Printed Name and Title

JERRY HANNIGAN, SEC.

Company Name:

TORO ENTERPRISES INC.

Date:

9.17.2014

*Added with Addendum #1

B-27A

**CERTIFICATION FOR CONTRACTS
SECTION 3**

THE CONTRACTOR AND/OR SUB-CONTRACTOR, BY HIS/HER SIGNATURE(S) AFFIXED HERETO
DECLARES UNDER PENALTY OF PERJURY OR NON-COMPLIANCE ENFORCEMENT THAT:

He/She has read the above Section 3 Certification Requirements for construction contractors.

He/She shall accept the employment requirements contained therein for all his/her operations within the
applicable Section 3 recruitment area (City of Oxnard).

He/She shall make good faith efforts to recruit and select area residents and award contract(s) to Section 3
area business concerns (Section 3 business concerns are those concerns which are located in the Section 3
community/city area and whose owner or workforce contain a substantial portion of Section 3 area residents or
who will provide evidence of good faith efforts to subcontract in excess of 25% of the total dollar award of all
subcontracts to business concerns who meet section 3 Qualifications).

Officer's Signature

9/16/14

Date

Sean Castillo, President

Officer's Name and Title
(Please Print or Type)

Toro Enterprises, Inc.

Company Name

Rose Ave Resurfacing

Project

2101 E. Ventura Blvd. Oxnard, CA 93036

Address

Person signing must be authorized by the contractor to carry out the Contractor's Section 3 Economic
Opportunity Plan.

***Added with Addendum #1**

K:\DAVISBA.COM\FORMS\SECTION3.FMS\CERTIFIC.CTR

B-27



September 8, 2014

ADDENDUM NO. 1
SPECIFICATION NO. PW10-12
ROSE AVE. RESURFACING & REPAIRS AT OTHER LOCATIONS

SCHEDULED BID OPENING DATE:

TO ALL BIDDERS OF RECORD

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents.
Failure to do so may subject bidder to disqualification. This addendum forms a part of the bid documents. It modifies them as follows:

A. The following changes/corrections/additions are made to the Instruction to Bidders and Bid Documents:

1. Bid Documents, B Section, Page B-27 & B-27A- Certification for Contracts Section 3 & Section 3 Contract Clauses –are **ADDED** with this Addendum and applies to CDBG funded projects and this project has CDBG funding.
2. Sample of HUD Form WH 347 –U.S. Department of Labor Payroll is ADDED with this Addendum and applies to CDBG funded projects. This Form to be used for Payrolls and all Certified Payrolls MUST be submitted on this form as Originals with Original Signature of authorized person for certification.
3. Bid Documents, B Section, Page B-25A –Designation/Certification of Asphalt-Rubber and Aggregate Membrane Contractor and/or Subcontractor(s) Form **REVISED** with Addendum #1 – the following sentence is **DELETED**: **‘....and the projects shall be located in Southern California inland of at least one coastal mountain range or be a minimum 25 miles from the nearest point on the Pacific Ocean coast.’**
 Copy of Bidder’s File Copy and Blue Bid Sheet are included with Addendum.
4. HUD funded projects require that Agency notify all Prospective Bidders of the latest Davis-Bacon Wage Rate Determinations with the Modification Number and Publication Date 10 days prior to bid date. For this project: CA140025
Modification Number is # 19 and the Publication Date is 08/22/2014;
 Found at web site - www.wdol.gov/wdol/scafiles/davisbacon/CA25

B. The following changes/corrections/additions are made to the Technical Specifications:

1. Special Provisions, F Section, Page F-63 - **ARTICLE 1505 is REVISED –Traffic Control and Public Convenience and Safety –ARTICLE 1505-2 -Work to Be Accomplished, Paragraph 6 is ADDED to Specification and Copy is attached.**

Note to All Prospective Bidders: Per SB854 -The State DIR requires that all Contractors and Subcontractors must register to bid or work on a public works project. See www.dir.ca.gov/Public-Works/SB854 for dates and details.

Addendum No. 1
Specification No. PW10-12
Rose Avenue Resurfacing & Repairs at Other Locations

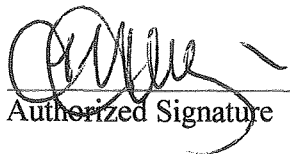
The undersigned hereby acknowledges receipt of Addendum No. 1 consisting of the following:

1. Two (2) pages of text
Bid Sheet –Page B-27 & B-27A- Bidder's File Copy – 2 Pages
Blue Bid Sheet – Page B-27 & B-27A – 2 Pages
Bid Sheet – Page B-25A – Bidder's File Copy -1 Page
Blue Bid Sheet – Page B-25A – 1 Page
HUD Form WH 347 -2 Pages
F Section, Articles 1505-2 –Page F-63 – 1 Page
Davis-Bacon General Decision Number – Current Modification Number Cover Page

Addendum No. 1 Received: Date: 9/8/14

Toro Enterprises, Inc.
Company

2101 E. Ventura Blvd.
Address of Company


Authorized Signature

Oxnard CA 93036
City State Zip Code

Jerry Hannigan, Sec.
Name and Title, Typed

805-483-4515
Telephone Number, Including Area Code

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Anti-Retaliation

Establishment	Date Range	Office	State
Chrisp Company	04/04/2009 to 09/04/2014	all	CA

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Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

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By Date

	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
☐	1 <i>315831941</i>	07/08/2014	0950615	CA	Referral	Partial	1799	238990		Chrisp Company
☐	2 <i>314572629</i>	08/26/2011	0950621	CA	Accident	Partial	1721	237310		Chrisp Company
☐	3 <i>313512386</i>	04/22/2011	0950633	CA	Accident	Partial	1721	237310		Chrisp Company
☐	4 <i>314323908</i>	07/12/2010	0950622	CA	Planned	Partial	1611	237310	1	Chrisp Company

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Inspection: 315831941 - Chrisp Company

Inspection Information - Office: Ca Santa Rosa

Nr: 315831941 Report ID:0950615 Open Date: 07/08/2014

Chrisp Company
3573 Chanate Rd
Santa Rosa, CA 95404 Union Status: NonUnion
SIC: 1799/Special Trade Contractors, Not Elsewhere Classified
NAICS: 238990/All Other Specialty Trade Contractors
Mailing: 1805 E. Beamer St., Woodland, CA 95776

Inspection Type: Referral
Scope: Partial Advanced Notice: N
Ownership: Private
Safety/Health: Safety Close Conference:
Close Case:

Related Activity: Type ID Safety Health
Referral 201022175 Yes

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Establishment	Date Range	Office	State
Taft Electric Company	04/04/2009 to 09/04/2014	all	CA

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By Date

	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
☐	1 312436025	03/18/2010	0950643	CA	Planned	Partial	1731	238210	2	Taft Electric Company

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By Date

		Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
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SUBCONTRACTORS INFORMATION

BIDDER'S NAME Toro Enterprises, Inc.

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4104 et seq., each bidder submitting bids for the construction of any public work or improvement shall set forth:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
1. Pavement Coatings	10240 San Serrano Way Lumpkin Valley CA 91752	Type II Road Slurry	308609	A C-32
2. Chisp Company	2280 S. Lilac Ave Bloomington CA	Striping Marking Signs	374600	A C-32
3. Taft Electric	1094 Eastman Ave Ventura, CA 93006	Traffic Signal Traffic Lights electrical	72245	A C-10

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-5

ATTACHMENT 5
PAGE 1 OF 2

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Toro Enterprises, Inc.

<i>The information requested below must be filled out completely.</i>			<i>This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.</i>	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
4. American Pavement Systems	1012 11th Street #1000 Modesto, CA	ARAM	943792	A
5.				
6.				
7.				
8.				
9.				

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-6

ATTACHMENT 5
PAGE 2 OF 2

REFERENCES

BIDDER'S NAME Toro Enterprises, Inc.

Bidders are required to list at least three references for similar work as described in these specifications. This information will enable the City to evaluate the bidder's responsibility, experience, skill and business and financial position.

Project Description		
* PLEASE SEE ATTACHED REFERENCES		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone

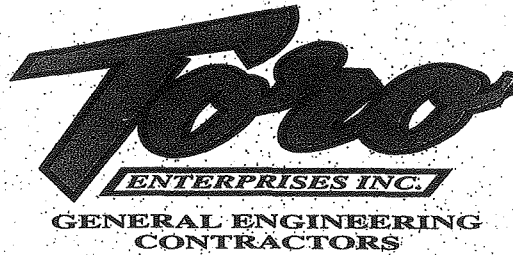
Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone


Jerry Hannigan, Sec.
SIGNATURE OF BIDDER

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-7

ATTACHMENT 6
PAGE 1 OF 6



REFERENCE LIST

PAVING

Contract With: County of Ventura

Contact: Ariel Baraza (805) 654-2058

Brief Description: Cold Milling, AC Taper with Key, ARHM Overlay

Project: Pavement Resurfacing-Meiners Oaks Area

Owner: County of Ventura

Contract Amount: \$1,483,512.00

Completed: 4/2013

Contract With: City of Ventura

Contact: Ernie Ferrer (805) 677-3905

Brief Description: Cold Milling, ARHM Overlay, PCC Cross gutters, C&G, Sidewalk

Project: Street Resurfacing (Phase II) Fairview Drive Neighborhood

Owner: City of Ventura

Contract Amount: \$532,144.00

Completed: 1/2013

Contract With: County of Ventura - 800 S. Victoria Ave., Ventura, CA 93009

Contact: Ariel Braza (805) 654-2058

Description: Cold Milling, ARHM Overlay, Shoulder Backing, PCC Curb & Gutter

Project: Pavement Rehabilitation - Ojai/West Ventura Areas, Phase III

Owner: County of Ventura

Contract Amount: \$1,393,297.00

Completed: 9/2013

Contract With: City of Santa Clarita - 23920 Valencia Blvd. Santa Clarita, CA 91355

Contact: Bill Whitlach (661) 255-4933

Description: 18,547TN ARHM, (TMO) 7,573TN, AC 5,500TN

Project: 2012-2013 Overlay-Slurry Seal Project

Owner: City of Santa Clarita

Contract Amount: \$3,892,036.00

Completed: 12/2013

ATTACHMENT 6
PAGE 2 OF 6

Contract With: City of Oxnard - 305 W. Third Street, Oxnard, CA 93030

Contact: Raymond Williams (805) 385-7902

Description: ARHM 7,643TN, AC 2,611TN, Cold Mill, 600 LF C&G

Project: Del Norte Blvd. Improvements

Owner: City of Oxnard

Contract Amount: \$1,776,547.00

Completed: 11/2013

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd., Simi Valley, CA 93063

Contact: Mansour Moradi (805) 583-6891

Description: ARHM Overlay and Concrete Improvements

Project: 2012-13 Major Streets Pavement Rehabilitation

Owner: City of Simi valley

Contract Amount: \$979,299.00

Completed: 10/2013

Contract With: City of Ventura - 501 Poli Street, Ventura, CA 93001

Contact: Ernie Ferrer (805-677-3905)

Brief Description: Cold Mill, ARHM 5,900 tons, Concrete Pavement Repairs, Access Ramps

Project: Main Street Resurfacing

Owner: City of Ventura

Contract Amount: \$1,500,877.00

Start Date: 1/2012

Completion: 10/2012

Contract With: City of Compton - 205 S. Willowbrook Ave., Compton, CA 90220

Contact: Kambiz Shoghi (310) 605-6242

Brief Description: AC Paving 4,000 tons, Cold Mill 190,000sf, Curb & Gutter and Sidewalk R&R

Project: Greenleaf Street Improvement Project

Owner: City of Compton

Contract Amount: \$443,350.00

Start Date: 4/2012

Completion: 8/2012

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd. Simi Valley Ca. 93063

Contact: Bob Krock

Brief Description: Grind, Conventional AC Overlay 11,000 tons, Asphalt digouts, Concrete Repairs

Project: FY 2009-10 Annual Minor Street Rehabilitation Project

Owner: City of Simi Valley

Contract Amount: \$1,643,666.00

Start Date: 7/2010

Completed: 2011

ATTACHMENT 6
PAGE 3 OF 6

Contract With: United Water Conservation District - 106 North 8th Street, Santa Paula, CA 93060

Contact:

Brief Description: Pulverize, Grade & Compact Roadway, AC Paving, Asphalt Overlay, Asphalt Swale and Shoulder Backing

Project: Lake Piru Recreation Area 2011 Asphalt Pavement Repairs

Owner: United Water Conservation District

Contract Amount: \$320,429.00

Start Date: 2/2011

Completion: 5/2011

Contract With: City of Burbank - 301 East Olive Street, Burbank, CA 91502

Contact: (818)-238-3946

Brief Description: Asphalt paving 3,250 tons, R&R Concrete, Utility Adjustment

Project: Various Residential Street Improvement Project

Owner: City of Burbank

Contract Amount: \$569,351.00

Start Date: 4/2011

Completion: 10/2011

Contract With: City of Oxnard - 305 W. Third Street, Oxnard, CA 93030

Contact: Raymond Williams (805) 385-7902

Brief Description: ARHM Overlay, Reconstruct Alleys, Concrete Repairs, Relace Waterline & Valves

Project: Bartolo Square South Phase II

Owner: City of Oxnard

Contract Amount: \$2,478,801.00

Start Date: 3/2011

Completion: 3/2012

Contract With: County of Ventura - 800 South Victoria Ave., Ventura, CA 93009

Contact: Ariel Baraza (805) 654-2058

Brief Description: Pavement Rehab, R&R Curb and Sidewalk, ARHM Overlay, Shoulder Backing

Project: Pavement Rehabilitation Piru Area Phase 1

Owner: County of Ventura

Contract Amount: \$1,528,217.00

Start Date: 12/2010

Completion: 9/2011

ATTACHMENT 6
PAGE 4 OF 6

Contract With: City of Burbank - 301 East Olive Street, Burbank, CA 91502

Contact: Adam Salehi (818) 238-3946

Brief Description: ARHM Paving 3,000 tons, R&R Curb & Gutter, Sidewalk, Ped. Ramps, Adjust Manholes

Project: Street Improvement Project

Owner: City of Burbank

Contract Amount: \$1,157,609.00

Start Date: 12/2010

Completion: 1/2012

Contract With: County of Ventura - 800 South Victoria Ave., Ventura, CA 93009

Contact: Jeewoong Kim (805) 654-2065

Brief Description:

Project: Pavement Rehabilitation, Tierra Rejada Rd., Del Norte Rd., Harbor Blvd.

Owner: County of Ventura

Contract Amount: \$1,877,904.00

Start Date: 9/2010

Completion: 11/2011

Contract With: City of Burbank - 301 East Olive Street, Burbank, Ca 91502

Contact: Adam

Brief Description: Grind, ARHM Overlay 12,000 Tons, Major Concrete Remove & Replace

Project: Street Improvement Project Bid. No. 1218

Owner: City of Burbank

Contract Amount: \$2,194,817.00

Start Date: 10/2009

Completed 5/2010

ATTACHMENT 6
PAGE 5 OF 6

Contract With: City of Oxnard – 305 W. Third Street Oxnard Ca. 93030

Contact: Raymond Williams #805-385-8051

Brief Description:

Project: Southwinds Neighborhood Resurfacing

Owner: City of Oxnard

Contract Amount: \$1,981,000.00

Start Date:

Completed 7/2009

Contract With: City of Oxnard – 305 W. Third Street Oxnard Ca. 93030

Contact: Raymond Williams #805-385-8051

Project: Rose Park Resurfacing Project

Owner: City of Oxnard

Contract Amount: \$813,383.00

Start Date:

Completed: 6/2009

ATTACHMENT 6
PAGE 6 OF 6

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

NOTICE TO BIDDERS

PROJECT SPECIFICATION NUMBER PW10-
12 FOR THE ROSE AVE RESURFACING AND
REPAIRS AT OTHER LOCATION PROJECT

STATE OF CALIFORNIA
COUNTY OF VENTURA

I Luis Ayala
hereby certify that Ventura County VIDA
Newspaper, is a newspaper of general
circulation within the provision of the
Government Code of the State of California,
printed and published in the County
of Ventura, State of California; that I am
the Principal Clerk of said newspaper;
that the annexed clipping is a true printed
copy and published in said newspaper on
the following dates, to wit.

August 14, 21, 2014

I certify under penalty of perjury that the
foregoing is true and correct, at Oxnard,
County of Ventura, State of
California, on the

21st day of August 2014


(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number PW10-12 for the Rose Ave. Resurfacing and Repairs at Other Locations Project. The work will consist of repairs and resurfacing along Rose Ave. from Fifth St. to 101 Overpass Bridge deck; Eastbound Gonzales Rd. from Solar Dr. to Rice Ave.; Multi-Service Parking Lot & Alley-drives at intersection Camino Del Sol & La Colonia Rd.; and slurry seal Blending Stations Nos. 3 & 4. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, Class A to be considered as a prime contractor qualified for award of this project. Per City policy no engineer's construction estimate is provided for public bid projects.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopyUSA - www.cybercopyreprographics.com, or phone (805) 642-3292; fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$25.00 shipping and handling starting on MONDAY, AUGUST 18, 2014. CyberCopy will also provide the Plans and Specifications in electronic medium format-CD's for a non-refundable fee of \$35.00 including shipping and handling. For further bid information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.

A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, AUGUST 27, 2014. All prospective bidders are urged to attend.

Some, or all, of this project is funded by FEDERAL funds and all applicable rules must be followed. All contractors will pay prevailing wages for each classification and type of worker under the Davis-Bacon or California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate-when required, shall be used. These determinations are included in the specifications but any change in applicable wage rates in effect 10 days prior to bid open must be ones used. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

Each bid shall be submitted on the bid documents (BIDDER BID SHEETS) provided as part of the bid

Certificate of Publication

Ad # 353158

In Matter of Publication of:

Legal Notice

State of California)

))§

County of Ventura)

I, **Melissa Rose**, hereby certify that the **Ventura County Star Newspaper** has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Camarillo, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

August 15, 22, 2014

I, Melissa Rose certify under penalty of perjury, that the foregoing is true and correct.

Dated this August 22, 2014; in Camarillo, California, County of Ventura.

MR

Melissa Rose
(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number PW10-12 for the Rose Ave. Resurfacing and Repairs at Other Locations Project. The work will consist of repairs and resurfacing along Rose Ave. from Fifth St. to 101 Overpass Bridge deck; Eastbound Gonzales Rd. from Solar Dr. to Rice Ave.; Multi-Service Parking Lot & Alley-drives at Intersection Camino Del Sol & La Colonia Rd.; and slurry seal Blending Stations Nos. 3 & 4. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, Class A to be considered as a prime contractor qualified for award of this project. Per City policy no engineer's construction estimate is provided for public bid projects.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopyUSA - www.cybercopyreprographics.com, or phone (805) 642-3292; fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$25.00 shipping and handling starting on MONDAY, AUGUST 18, 2014. CyberCopy will also provide the Plans and Specifications in electronic medium format-CD's for a non-refundable fee of \$35.00 including shipping and handling. For further bid information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.

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Some, or all, of this project is funded by FEDERAL funds and all applicable rules must be followed. All contractors will pay prevailing wages for each classification and type of worker under the Davis-Bacon or California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate, shall be used. These current determinations are included in the specifications but any change to applicable wage rates in effect 10 days prior to bid open must be ones used. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided as part of the bid package and the bidder MUST be a PLAN HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 305 West Third Street (East Wing), Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, SEPTEMBER 17, 2014. Immediately thereafter all bids shall be publicly opened by the City Clerk and Procurement Agent in the Council Chambers, 305 West Third Street, Oxnard, CA 93030.

FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO GENERAL SERVICES - 805-385-7821.

Ad Dates 08/15/14, 08/22/14 Ad No.353158

ATTACHMENT 7

PAGE 2 OF 2



Meeting Date: 06/17/14

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

Prepared By: Grant Dunne, Management Analyst III *Grant Dunne* Agenda Item No. S-13Reviewed By: City Manager *M* City Attorney *SMT* Finance *J.V.* Public Works

DATE: June 4, 2014

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works *S-13*

SUBJECT: Project Specification PW10-12 for the Resurfacing of Rose Avenue and East Gonzales Road (and Installation of Related Traffic Signal Preemption Devices and Road Signs) and the Reconstruction of the Parking Lot and Alley-Drives at the Housing Authority Multi-Service Center and Parking Lots at Water Blending Stations No. 3 and No. 4

RECOMMENDATION

That City Council approve Project Specification No. PW10-12 for pavement resurfacing along Rose Avenue from Fifth Street to the south side of the Highway 101 overpass bridge deck, resurfacing of East Gonzales Road from Solar Drive to Rice Avenue, reconstruction of the parking lot and alley-drives at the Housing Authority Multi-Service Center located at 1470 Colonia Road and 1500 Camino del Sol in the La Colonia Neighborhood, and the slurry seal and striping of parking stalls of Water Blending Station No. 3 and No. 4 located at 1700 Solar Drive and 3637 North Rose Avenue, and to authorize staff to solicit bids.

DISCUSSION

Rose Avenue Resurfacing: This component of the project involves resurfacing Rose Avenue from Fifth Street to the south side of the Highway 101 overpass bridge deck. The project will remove and replace damaged sidewalk, curb and gutter, remove 2 inches of pavement and replace with an asphalt-rubber aggregate membrane (ARAM) system with 2 inches of hot rubber asphalt overlay between Fifth Street and Lockwood Street. ARAM provides durable road surface for projected traffic loading, resists reflective cracking, maintains long lasting color for striping and markings, is highly skid-resistant, and quieter when driven upon. Slurry seal will be used from Lockwood Street to the Highway 101 overpass bridge deck. Eleven traffic signal preemption devices will be installed to improve traffic flow and public safety response times. The project will include new traffic striping and markings and the installation of road signs and all utility covers will be adjusted to grade.

Rose Avenue serves as a major north/south arterial for commuters and commerce entering the northeast industrial region of Oxnard. Over the last three decades continued traffic use from heavy-duty commercial vehicles on Rose Avenue has weakened its road surface beyond what routine repair and maintenance can do to stabilize its condition. The proposed improvements will be an economic benefit not only to the businesses along the route but to the City as a whole.

ATTACHMENT 8
PAGE 1 OF 4

Project Specification PW10-12 for the Resurfacing of Rose Avenue and Gonzales Road and the Reconstruction of the Parking Lot and Alley-Drives at the Housing Authority Multi-Service Center and Parking Lots at Water Blending Stations No. 3 and No. 4

June 4, 2014

Page 2 of 3

The City was awarded federal funds under the Surface Transportation Act (STA) in the amount of \$2,596,026 for the Rose Avenue component of this project. STA was established and is authorized by the Federal Government as a federal aid program for transportation projects that are administered by Caltrans. City Resolution No. 13,807 approved by City Council on May 11, 2010 authorizes the City Manager to execute program supplement agreements for federal aid projects awarded to the City and administered by Caltrans. Funding for the local matching requirement and project work not covered under the STA federal funds is provided from the Gas Tax Fund.

East Gonzales Road Resurfacing: This component of the project involves resurfacing of East Gonzales Road in both eastbound lanes from Solar Drive to Rice Avenue. The project will remove 2 inches of pavement and replace with an ARAM system of 2 inches of hot rubber asphalt overlay. The project will include new traffic striping and markings and the installation of road signs and all utility covers will be adjusted to grade. Funding for this component of the project is from the Gas Tax Fund.

Reconstruction of Parking Lot and Alley-drives at the Housing Authority Multi-Service Center: This component of the project involves the pavement reconstruction of the parking lot located at the Multi-Service Center and Camino Del Sol Park and the reconstruction of alley-drives from 1470 Colonia Road to the Multi-Service Center in the La Colonia Neighborhood. New striping and markings for parking stall lines are included in the project. Funding for this component of the project is from Community Development Block Grant (CDBG) funds. These funds are eligible for pavement improvements such as the reconstruction of parking lots and alley-drives in a very low to low income area as required by the Federal Agency of Housing and Urban Development.

Water Blending Stations #3 & #4: This component of the project will slurry seal and restripe parking stalls in the parking lots of these City facilities. Funding for this component of the project is from the Water Enterprise Fund.

All planned components of Project Specification PW10-12 are designed to provide a useful life cycle of approximately 20 years to the reconstructed roadway surfaces and parking lots, and over 20 years to the curbs, gutters, sidewalks and alley-drives. The close proximity of the planned components utilizes construction costs toward the overall project. The project specifications are in compliance with the Americans with Disabilities Act. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder.

FINANCIAL IMPACT

Staff will return to City Council to recommend appropriation of the STA federal-aid that was awarded to the City and the local matching requirement of Gas Tax funds pending the execution of the program supplemental agreement between the City and Caltrans for the project component of resurfacing Rose Avenue. The Gas Tax will provide funding for the resurfacing of East Gonzales Road. The CDBG will provide funding for the reconstruction of the parking lot and alley-drives at the Housing Authority Multi-Service Center and the Water Fund will provide funding for the slurry seal and striping of parking stalls at Blending Stations No. 3 and No. 4. Final budget appropriation recommendations will be made to City Council at the time recommendations are made for contract award.

Project Specification PW10-12 for the Resurfacing of Rose Avenue and Gonzales Road and the Reconstruction of the Parking Lot and Alley-Drives at the Housing Authority Multi-Service Center and Parking Lots at Water Blending Stations No. 3 and No. 4

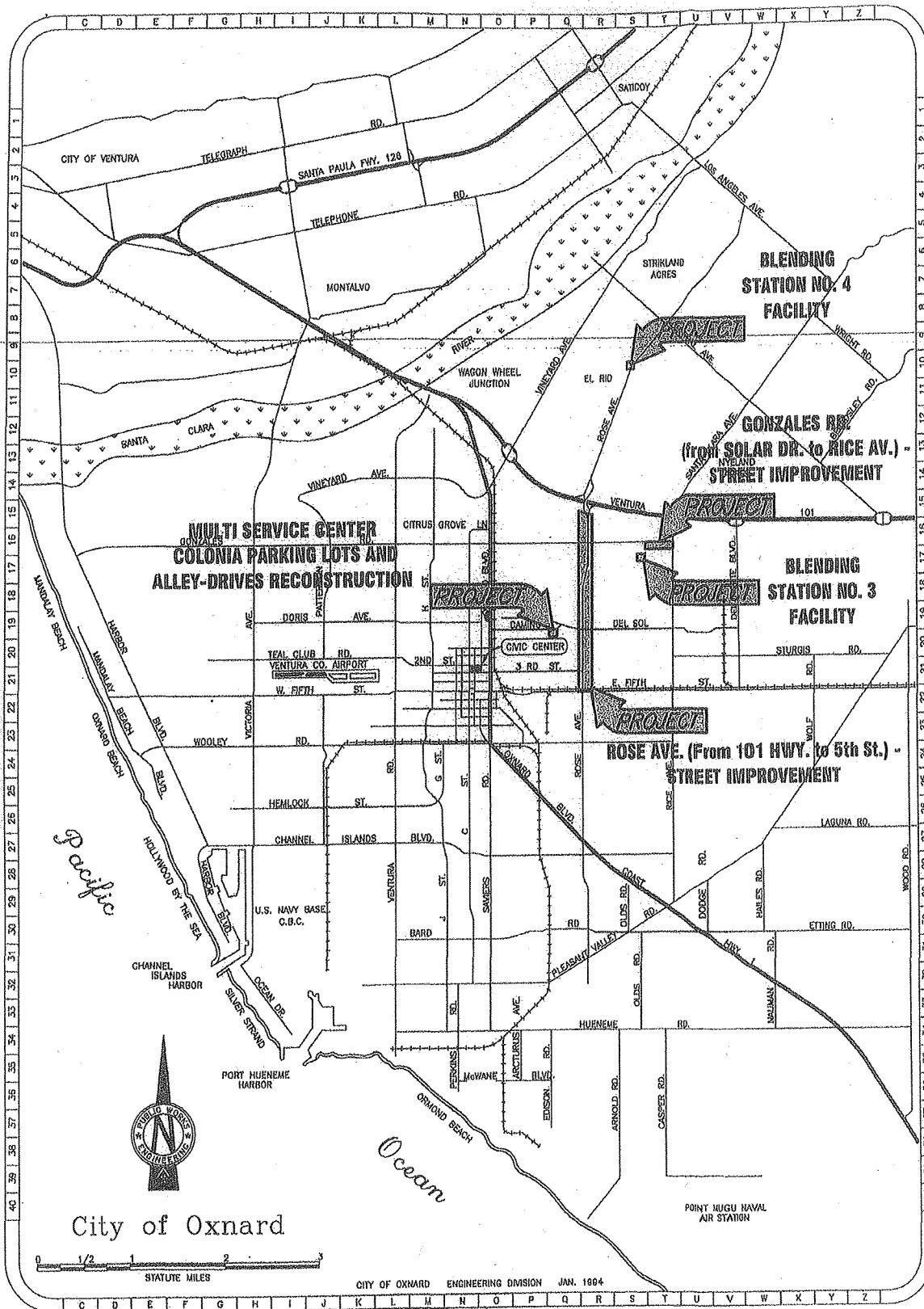
June 4, 2014

Page 3 of 3

Attachment #1 - Project Site Map

Note: Plans and specifications for PW10-12 for the Resurfacing of Rose Avenue and Gonzales Road and the Reconstruction of the Parking Lot and Alley-Drives at the Housing Authority Multi-Service Center are available for review at the Capital Improvement Projects Management Office located at 305 West Third Street - East Wing, Second Floor after 8:00 a.m. on Thursday prior to the City Council meeting.

ATTACHMENT 8
PAGE 3 OF 4



PW 10-12 PROJECT LOCATIONS

Attachment No. 1
Page 1 of 1

ATTACHMENT 8
PAGE 4 OF 4

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: General Services
 Project/Program
 Manager: Michael Henderson

Date: October 21, 2014
 Phone: 385-7682

Reason for Appropriation:

To recognize Federal grant funds through Caltrans Project No STPL - 5129 (085) per Program Supplement No. 067 of Agreement 07-5129R and appropriate interest earnings from Proposition 1B bond proceeds to execute contract A-7724 Toro Enterprise for Rose Avenue Resurfacing and Repairs

Accounts and Descriptions

AMOUNT

Fund: **PROPOSITION 1B STATE BOND FUND 116**

Expenditures/Transfers In

ROSE RESURF REPAIR PW1012 (153110)

116-3134-826.86-05 CAPITAL OUTLAY / IMPROVEMENTS - MAJOR REPAIR 217,213.99

Sub-total Expenditures 217,213.99

Net Change to Fund Balance 217,214

Fund: **FEDERAL TRANSPORTATION MULTI-YEAR GRANT (275)**

Revenues/Transfers In

ROSE RESURF REPAIR PW1012 (153110)

275-3134-531.72-01 FEDERAL GRANT REVENUES 2,559,781.50

Sub-total Revenues 2,559,781.50

Expenditures/Transfers Out

ROSE RESURF REPAIR PW1012 (153110)

275-3134-826.8451 SERVICES FROM OTHER PROGRAMS 288,811.00

275-3134-826.8209 PROFESSIONAL CONTRACT 75,000.00

275-3134-826.86-05 CAPITAL OUTLAY / IMPROVEMENTS - MAJOR REPAIR 2,195,970.80

Sub-total Expenditures 2,559,781.80

Net Change to Fund Balance (0)

Net Appropriation Change 217,214

Approvals

Department Director

Chief Financial Officer

City Manager





CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION SUPERCEDING RESOLUTION NO.
14,144 OF THE CITY COUNCIL OF THE CITY OF
OXNARD APPROVING SUBMITTAL OF AN
APPLICATION FOR CALIFORNIA PROPOSITION 1B
LOCAL STREETS IMPROVEMENT FUNDING

WHEREAS, in November 2006, the voters of California passed Proposition 1B which included funding for capital projects of local transportation facilities; and

WHEREAS, the City of Oxnard is estimated to receive \$5,973,384 in Proposition 1B funding for capital projects of local transportation facilities; and

WHEREAS, the State of California has developed guidelines for the use of these funds, which includes the useful life minimum threshold for requested projects; and

WHEREAS, under the guidelines developed by the State of California, the City of Oxnard is an eligible applicant for these funds; and

WHEREAS, the City Council desires to secure FY 2009-10 State Proposition 1B funding and make a corresponding increase in appropriation for the FY 2009-10 Capital Improvement Project Budget for the requested projects; and,

WHEREAS, On March 18, 2008 City Council adopted Resolution No. 13,389 authorizing the use of Proposition 1B funds in the amount of \$5,973,384 for street resurfacing projects of Sea Air Neighborhood, Cal-Gisler Neighborhood and Del Norte Boulevard; and,

WHEREAS, On February 10, 2009 City Council adopted Resolution No. 13,603 superseding Resolution No. 13,389 authorizing the use of Proposition 1B funds in the amount of \$5,973,384 for street resurfacing projects from the Sea Air Neighborhood, Cal-Gisler Neighborhood and Del Norte Boulevard to the Sea Air Neighborhood, Cal-Gisler Neighborhood, and Bartolo Square North Neighborhood; and,

WHEREAS, On April 10, 2010 City Council adopted Resolution No. 13,784 superseding Resolution No. 13,603 authorizing the use of Proposition 1B funds in the amount of \$5,973,384 for street resurfacing projects among the Sea Air Neighborhood, Cal-Gisler Neighborhood and Bartolo Square North Neighborhood; and,

WHEREAS, On February 14, 2012 City Council adopted Resolution No. 14,144 superseding Resolution No. 13,784 authorizing the reallocation of Proposition 1B funds in the amount of \$5,973,384 for street resurfacing projects among the Sea Air Neighborhood, Cal-Gisler Neighborhood, Bartolo Square North Neighborhood, Bartolo Square South Neighborhood and Wooley Road; and,

Resolution No. _____

Page 2

WHEREAS, the City Council desires to adopt a resolution allocating the interest earnings from the fund balance of Proposition 1B to the street resurfacing projects of Rose Avenue.

NOW, THEREFORE, the City Council of the City of Oxnard resolves: (1) the City Manager is authorized to use the California Proposition 1B Fund for the following requested projects: Sea Air Neighborhood Resurfacing Project, Cal-Gisler Neighborhood Resurfacing Project, Bartolo Square North Neighborhood Resurfacing Project, Bartolo Square South Neighborhood Resurfacing Project, Wooley Road, and Rose Avenue. (2) This resolution supersedes Resolution No. 14,144.

PASSED AND ADOPTED, this 21st day of October, 2014 by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM

Daniel Martinez, City Clerk



Stephen M. Fischer, Interim City Attorney



Meeting Date: 10 / 21 / 14

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

Prepared By: Patricia Friend Agenda Item No. 5-4Reviewed By: City Manager [Signature] City Attorney JBR Finance [Signature] Other (Specify) _____

DATE: October 3, 2014

TO: City Council

FROM: Michael Henderson, General Services Director [Signature]

SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract (A-7719) for PW14-05-Bryce Canyon North Neighborhood Street/Alley & Water Improvement Project

RECOMMENDATION

That City Council

1. Award contract A-7719 to the lowest responsible and responsive bidder, Toro Enterprises, Inc. in the amount of \$4,553,672.85 for PW14-05 Bryce Canyon North Neighborhood Street/Alley & Water Improvement Project, and authorize the purchasing agent to execute the contract upon receipt of final documents.
2. Approve a Special Budget Appropriation of \$3,200,000 from the Water Enterprise Fund for the installation of the water line improvements to the Bryce Canyon North Neighborhood Project.

DISCUSSION

On July 8, 2014, City Council approved project specifications and authorized City procurement staff to conduct a public bid. The first advertisement for the public bid was on August 7, 2014. The public bid process started on August 11, 2014 and closed with a public bid opening on September 10, 2014. City procurement staff received three (3) bids. The bids ranged from a low of \$4,553,672.85 to a high of \$5,663,178.00.

City procurement staff agrees with the award of this contract following its receipt and/or review of final documentation including required licenses, the Occupational Safety & Health Administration (OSHA) web site, records for debarment, and any labor compliance issues. The bid received from Toro Enterprises, Inc. has been found to be a responsible and responsive bid.

FINANCIAL IMPACT

The Bryce Canyon North Neighborhood Street Resurfacing and Water Line Improvement Project No.

Approval of Lowest Responsible Responsive Bid and Authorization to Issue and
Execute a Contract (A-7712) for PW14-03R-Kingsbridge Way Wall Repairs
October 3, 2014
Page 2

143113 cost is estimated to be \$5,282,260, including the construction contract amount of \$4,553,672 and \$728,588 for design, construction management and contingency. The Special Budget Appropriation provides \$3,200,000 from the Water Enterprise Fund for the installation of the water line improvements to the Bryce Canyon North Neighborhood project. Measure 'O' Half-Cent Sales Tax Fund provides the funding for the street resurfacing portion of this project.

MH/pcf

- Attachment #1 - Tabulation of Bids
#2 - Dept. Approval to Award
#3 - Bid Package – John S. Meek Co.
#4 - OSHA Report
#5 - Subcontractors
#6 - References
#7 - Certificate of Publication-Public Notice
#8 - Staff Report –Council Approval to Bid
#9 - Special Budget Appropriation

PW14-05-Bryce Canyon No. Neighborhood St. & Water Improvements
Owner: City of Oxnard

Bid Opening: 09/10/14

* marks an allowance

Toro Enterprises, Inc.

 2101 E Ventura Blvd
 Oxnard, CA 93036
 US
Bidder Status: Valid

Granite Construction

 5335 Debbie Lane
 Santa Barbara, CA 93111
 US
Bidder Status: Valid

Blois Construction, Inc.

 3201 Sturgis Road
 Oxnard, CA 93030
 US
Bidder Status: Valid

PW14-05-Bryce Canyone No. Street & Wtr.

Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	1101-2	MOBILIZATION/DEMOBILIZATION	1	LS	\$174,000.00	\$174,000.00	\$230,760.00	\$230,760.00	\$142,290.00	\$142,290.00
2	1505-3	TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY	1	LS	\$134,000.00	\$134,000.00	\$130,667.00	\$130,667.00	\$215,358.00	\$215,358.00
3	1800-3	STORM WATER POLLUTION PREVENTION PLAN	1	LS	\$24,000.00	\$24,000.00	\$8,000.00	\$8,000.00	\$18,645.00	\$18,645.00
4	1110-3	STREET IMPROVEMENTS -COLD MILL AC PAVEMENT	44000	SY	\$2.16	\$95,040.00	\$2.05	\$90,200.00	\$2.50	\$110,000.00
5	1120-4	UNCLASSIFIED EXCAVATION	320	CY	\$82.00	\$26,240.00	\$40.00	\$12,800.00	\$121.00	\$38,720.00
6	1130-4	CLASS 2 AGGREGATE BASE	90	TN	\$50.00	\$4,500.00	\$28.00	\$2,520.00	\$63.00	\$5,670.00
7	1150-10	ASPHALT CONCRETE, TYPE III -DGAC-B2 PG 64-10	600	TN	\$91.00	\$54,600.00	\$96.00	\$57,600.00	\$146.00	\$87,600.00
8	1150-10	ASPHALT CONCRETE, TYPE III- DGAC-C2 PG 64-10	200	TN	\$135.00	\$27,000.00	\$96.00	\$19,200.00	\$151.00	\$30,200.00
9	1150-10	ASPHALT CONCRETE, TYPE III -DGAC-D2 PG 64-10	205	TN	\$110.00	\$22,550.00	\$135.00	\$27,675.00	\$167.00	\$34,235.00
10	1151-3	ASPHALT RUBBER AGGREGATE MEMBRANE -ARAM	13000	SY	\$6.05	\$78,650.00	\$7.50	\$97,500.00	\$7.00	\$91,000.00
11	1152-10	ASPHALT RUBBER HOT MIX -ARHM-GG-C PG 64-16	6300	TN	\$100.00	\$630,000.00	\$100.00	\$630,000.00	\$131.00	\$825,300.00
12	1155-4	CRACK FILL	1	LS	\$18,900.00	\$18,900.00	\$18,000.00	\$18,000.00	\$28,577.00	\$28,577.00
13	1160-5	SLURRY SEAL TYPE II -RAP	24000	SY	\$3.60	\$86,400.00	\$3.10	\$74,400.00	\$3.80	\$91,200.00
14	1174-6	REMOVE AND REPLACE PCC ALLEY DRIVEWAY	2000	SF	\$15.00	\$30,000.00	\$24.00	\$48,000.00	\$30.00	\$60,000.00
15	1174-6	REMOVE AND REPLACE PCC SIDEWALK	2350	SF	\$9.00	\$21,150.00	\$8.50	\$19,975.00	\$10.40	\$24,440.00
16	1174-6	REMOVE AND REPLACE PCC CURB AND GUTTER -TYPE A2-6	1550	LF	\$38.00	\$58,900.00	\$43.00	\$66,650.00	\$58.00	\$89,900.00
17	1174-6	REMOVE AND REPLACE PCC CROSS GUTTER AND SPANDREL	2800	SF	\$16.50	\$46,200.00	\$22.00	\$61,600.00	\$24.00	\$67,200.00
18	1174-6	CONSTRUCT PCC CURB RAMP, CASE B TYPE 2	57	EA	\$2,450.00	\$139,650.00	\$1,800.00	\$102,600.00	\$2,773.00	\$158,061.00
19	1185-3	ADJUST MANHOLE COVER TO FINISHED GRADE	47	EA	\$520.00	\$24,440.00	\$500.00	\$23,500.00	\$489.00	\$22,983.00
20	1185-3	ADJUST WATER VALVE COVER TO FINISHED GRADE	22	EA	\$625.00	\$13,750.00	\$500.00	\$11,000.00	\$489.00	\$10,758.00
21	1185-3	ADJUST SURVEY MONUMENT COVER TO FINISHED GRADE * (ACTUAL QUANTITIES TO BE FIELD VERIFIED)	5	EA	\$700.00	\$3,500.00	\$450.00	\$2,250.00	\$874.00	\$4,370.00
22	1515-3	INSTALL - STOP - PAVEMENT MARKING -T	23	EA	\$110.00	\$2,530.00	\$110.00	\$2,530.00	\$157.00	\$3,611.00
23	1515-3	INSTALL 12-IN SOLID WHITE --T	700	LF	\$2.90	\$2,030.00	\$3.00	\$2,100.00	\$5.70	\$3,990.00
24	1515-3	INSTALL 12-IN SOLID YELLOW -T	110	LF	\$2.90	\$319.00	\$3.00	\$330.00	\$5.70	\$627.00
25	1515-3	INSTALL BIKE LANE & ARROW PAVEMENT MARKING -T	14	EA	\$58.00	\$812.00	\$50.00	\$700.00	\$108.00	\$1,512.00
26	1515-3	INSTALL TYPE IV ARROW PAVEMENT MARKING -T	2	EA	\$79.00	\$158.00	\$50.00	\$100.00	\$119.00	\$238.00
27	1515-3	INSTALL TYPE VI ARROW PAVEMENT MARKING -T	2	EA	\$184.00	\$368.00	\$115.00	\$230.00	\$253.00	\$506.00
28	1515-3	INSTALL DETAIL 2 -T	600	LF	\$0.55	\$330.00	\$0.60	\$360.00	\$1.00	\$600.00
29	1515-3	INSTALL DETAIL 22 -T	2000	LF	\$1.26	\$2,520.00	\$1.50	\$3,000.00	\$1.70	\$3,400.00
30	1515-3	INSTALL DETAIL 27B -T	5000	LF	\$0.42	\$2,100.00	\$0.70	\$3,500.00	\$1.10	\$5,500.00
31	1515-3	INSTALL DETAIL 38 -T	150	LF	\$1.26	\$189.00	\$1.00	\$150.00	\$1.50	\$225.00
32	1515-3	INSTALL DETAIL 39 -T	4000	LF	\$0.79	\$3,160.00	\$0.80	\$3,200.00	\$1.20	\$4,800.00
33	1515-3	INSTALL DETAIL 39A -T	1300	LF	\$0.42	\$546.00	\$0.80	\$1,040.00	\$1.30	\$1,690.00
34	1515-3	INSTALL BLUE RPM	37	EA	\$8.40	\$310.80	\$10.00	\$370.00	\$21.00	\$777.00
35	1520-3	INSTALL TRAFFIC LOOP DETECTORS	10	EA	\$420.00	\$4,200.00	\$400.00	\$4,000.00	\$604.00	\$6,040.00
36	1530-4	REMOVE AND REPLACE STREET NAME SIGN	95	EA	\$205.00	\$19,475.00	\$330.00	\$31,350.00	\$226.00	\$21,470.00
37	1530-4	RELOCATE - RE-INSTALL SIGN AND POST	6	EA	\$105.00	\$630.00	\$250.00	\$1,500.00	\$725.00	\$4,350.00

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					Toro Enterprises, Inc.		Granite Construction		Blois Construction, Inc.	
		WATER IMPROVEMENT -REMOVE 6-IN CIP AND INSTALL 8-IN PVC CLASS 150								
38	1407-3	CLASS 150	380	LF	\$109.00	\$41,420.00	\$80.00	\$30,400.00	\$217.00	\$82,460.00
39	1407-3	REMOVE 8-IN CIP AND INSTALL 10-IN PVC CLASS 150	1100	LF	\$113.50	\$124,850.00	\$85.00	\$93,500.00	\$128.00	\$140,800.00
40	1407-3	REMOVE 10-IN CIP AND INSTALL 10-IN PVC CLASS 150	20	LF	\$116.00	\$2,320.00	\$80.00	\$1,600.00	\$428.00	\$8,560.00
41	1407-3	REMOVE AND REPLACE 8-IN PVC CLASS 150	20	LF	\$111.00	\$2,220.00	\$80.00	\$1,600.00	\$413.00	\$8,260.00
42	1407-3	INSTALL 10- IN PVC CLASS 150	3600	LF	\$105.50	\$379,800.00	\$90.00	\$324,000.00	\$126.00	\$453,600.00
43	1407-3	INSTALL 8- IN PVC CLASS 150	12160	LF	\$102.00	\$1,240,320.00	\$78.50	\$954,560.00	\$100.00	\$1,216,000.00
44	1407-3	INSTALL 10-IN PVC CLASS 200	120	LF	\$76.00	\$9,120.00	\$110.00	\$13,200.00	\$105.00	\$12,600.00
45	1407-3	INSTALL 8-IN PVC CLASS 200	460	LF	\$70.00	\$32,200.00	\$80.00	\$36,800.00	\$98.00	\$45,080.00
46	1408-2	ABANDON EXIST CIP IN-PLACE	16320	LF	\$4.95	\$80,784.00	\$6.75	\$110,160.00	\$5.50	\$89,760.00
47	1409-5	INSTALL 10-IN R.S. GATE VALVE	17	EA	\$2,620.00	\$44,540.00	\$2,500.00	\$42,500.00	\$2,975.00	\$50,575.00
48	1409-5	INSTALL 8-IN R.S. GATE VALVE	43	EA	\$2,050.00	\$88,150.00	\$1,700.00	\$73,100.00	\$2,102.00	\$90,386.00
49	1410-3	REMOVE AND REPLACE FIRE HYDRANT	23	EA	\$5,835.00	\$134,205.00	\$6,000.00	\$138,000.00	\$10,129.00	\$232,967.00
50	1410-3	RECONNECT FIRE HYDRANT	5	EA	\$3,315.00	\$16,575.00	\$3,000.00	\$15,000.00	\$4,103.00	\$20,515.00
51	1411-3	INSTALL 1 1/2-INCH IRRIGATION SERVICE TURNOUT	1	EA	\$1,500.00	\$1,500.00	\$4,500.00	\$4,500.00	\$3,327.00	\$3,327.00
52	1411-3	WATER SERVICES REPLACED UP TO 2 INCHES	400	EA	\$903.00	\$361,200.00	\$1,700.00	\$680,000.00	\$1,817.00	\$726,800.00
53	1412-3	TEMPORARY WATER SERVICES REPLACED UP TO 2 INCHES	400	EA	\$20.00	\$8,000.00	\$645.00	\$258,000.00	\$15.00	\$6,000.00
54	1414-2	INSTALL 4-IN BLOW OFF ASSEMBLY	4	EA	\$7,800.00	\$31,200.00	\$4,000.00	\$16,000.00	\$6,526.00	\$26,104.00
55	1414-2	INSTALL 2-INCH AIR-VACUUM ASSEMBLY	4	EA	\$7,650.00	\$30,600.00	\$4,000.00	\$16,000.00	\$6,709.00	\$26,836.00
56	1901-3	DEWATERING	1	LS	\$12,700.00	\$12,700.00	\$7,500.00	\$7,500.00	\$36,615.00	\$36,615.00
57	1902-3	TRENCH SAFETY	1	LS	\$34,400.00	\$34,400.00	\$65,000.00	\$65,000.00	\$19,176.00	\$19,176.00
		TRENCH STABILIZATION** (TO BE INSTALLED -AS REQUIRED- PER ENGINEER'S DIRECTION)	275	TN	\$60.00	\$16,500.00	\$40.00	\$11,000.00	\$74.00	\$20,350.00
58	1903-4	MISCELLANEOUS WORK AND EXISTING FACILITIES	1	LS	\$44,490.00	\$44,490.00	\$10,000.00	\$10,000.00	\$18,405.00	\$18,405.00
59	1192-3									
60	1120-4	REDWOOD ST. & SO. A STREET LANDSCAPE IMPROVEMENTS - UNCLASSIFIED EXCAVATION	100	CY	\$115.00	\$11,500.00	\$80.00	\$8,000.00	\$66.00	\$6,600.00
61	1150-10	ASPHALT CONCRETE, TYPE III - DGAC-B2 PG 64-10	6	TN	\$250.00	\$1,500.00	\$200.00	\$1,200.00	\$228.00	\$1,368.00
62	1174-6	REMOVE AND REPLACE PCC SIDEWALK	88	SF	\$15.00	\$1,320.00	\$12.00	\$1,056.00	\$12.00	\$1,056.00
63	1174-6	REMOVE AND REPLACE PCC ALLEY DRIVEWAY	268	SF	\$20.00	\$5,360.00	\$20.00	\$5,360.00	\$30.00	\$8,040.00
64	1174-6	REMOVE AND REPLACE PCC CURB AND GUTTER - TYPE A2-6	217	LF	\$47.50	\$10,307.50	\$35.00	\$7,595.00	\$58.00	\$12,586.00
65	1174-6	INSTALL 4-FT. PCC GUTTER 1.5-FT. WIDE	73	LF	\$15.00	\$1,095.00	\$35.00	\$2,555.00	\$21.00	\$1,533.00
66	1174-6	CONSTRUCT PCC CURB RAMP, CASE C	1	EA	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$2,047.00	\$2,047.00
67	1192-3	RELOCATE CHAIN LINK FENCE	25	LF	\$40.00	\$1,000.00	\$75.00	\$1,875.00	\$88.00	\$2,200.00
68	1530-4	INSTALL SIGN & POST - W1-1	2	EA	\$315.00	\$630.00	\$250.00	\$500.00	\$609.00	\$1,218.00
69	1530-4	INSTALL SIGN & POST - W1-6	2	EA	\$315.00	\$630.00	\$250.00	\$500.00	\$609.00	\$1,218.00
70	1600-303-6	INSTALL STAMPED COLORED CONCRETE 4-INCH THICK	116	SF	\$30.00	\$3,480.00	\$13.00	\$1,508.00	\$65.00	\$7,540.00
71	1600-308-8	LANDSCAPE - PLANTING	683	SF	\$9.25	\$6,317.75	\$8.80	\$6,010.40	\$31.00	\$21,173.00
72	1600-308-8	LANDSCAPE - IRRIGATION	683	SF	\$7.60	\$5,190.80	\$7.20	\$4,917.60	\$25.00	\$17,075.00
73	1600-308-8	LANDSCAPE - TOP SOIL IMPORT 24-IN THICK	50	CY	\$130.00	\$6,500.00	\$60.00	\$3,000.00	\$176.00	\$8,800.00
74	1904-4	INSTALL 10-IN DIA. X 36-IN HIGH CONCRETE BOLLARD	7	EA	\$800.00	\$5,600.00	\$625.00	\$4,375.00	\$2,815.00	\$19,705.00
Bid List Total						\$4,553,672.85		\$4,743,079.00		\$5,663,178.00
Total Bid Amount						\$4,553,672.85		\$4,743,079.00		\$5,663,178.00

ATTACHMENT
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ATTACHMENT
PAGE 2 OF 3

	Toro Enterprises, Inc.	Granite Construction	Blois Construction, Inc.
Listed Subs	Benner & Carpenter 506 E Main St Santa Paula, 93060 KCI Environmental P O Box 3307 San Luis Obispo, CA 93403 Manhole Adjusting, Inc. 9500 Beverly Rd Pico Rivera, CA 90660 Pavement Coatings 10240 San Sevaine Way Mira Loma, CA 91752 Rubberized Crackfiller Sealant 800 E Walnut Ave Fullerton, CA 92831 Super Seal & Stripe 310 A Street Fillmore, CA 93015 Taft Electric Co. 1694 Eastman Ave Ventura, CA 93003	Chrisp Co. 2280 S Lilac Ave Bloomington, CA 92316 KCI Environmental P O Box 3307 San Luis Obispo, CA 93403 Manhole Adjusting, Inc. 9500 Beverly Rd Pico Rivera, CA 90660 Pavement Coatings 10240 San Sevaine Way Mira Loma, CA 91752 Rubberized Crackfiller Sealant 800 E Walnut Ave Fullerton, CA 92831 Taft Electric Co. 1694 Eastman Ave Ventura, CA 93003	Berry General Engineering Contractors, 350 W Lewis St Ventura, CA 93001 KCI Environmental P O Box 3307 San Luis Obispo, CA 93403 Manhole Adjusting, Inc. 9500 Beverly Rd Pico Rivera, CA 90660 Pavement Coatings 10240 San Sevaine Way Mira Loma, CA 91752 Pavement Recycling Systems 10240 San Sevaine Mira Loma, CA 91752

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ATTACHMENT 1
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September 15, 2014

TO: Lou Balderrama, Public Works City Engineer
Raymond Williams, Project Manager

FROM:  Patricia Friend, GS Contract Procurement

SUBJECT: **Recommendation of Award**
Specification Number PW14-05
Bryce Canyon North Neighborhood Street/Alley & Water
Improvement Project

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Three (3) bids were received on September 10, 2014, ranging from \$4,553,672.85 to \$5,663,178.00 (Attachment No. 1). Contract Procurement staff reviewed the bids and determined that the bid submitted by Toro Enterprises, Inc. is the lowest, responsible and responsive bid. Therefore, it is recommended that the contract for the Bryce Canyon North Neighborhood Street/Alley & Water Improvement Project be awarded to Toro Enterprises, Inc. in the amount of \$4,553,672.85. Pages B-5 and B-6 (Subcontractors Information) and B-7 (References) are also attached for your review.

Funds in the amount of \$4,553,672.85 need to be made available in Capital Improvement Account 104-3015-826-8208 / _____ (Project #143113). Provide any accounts that will be used to pay for this project work. If you concur with the award of this contract as recommended, please sign at the bottom of this memo and return it to Contract Procurement. We also need a revised estimate on the attached Capital Improvement Project Estimate (Attachment No. 2). Please have any necessary funding adjustments made so that Contract Procurement can verify that sufficient funds are available to complete this project.

Concur with Award: Rob Roshanian: 
Interim Public Works Director

Lou Balderrama: 
PW City Engineer

Attachment No. 1 – Tabulation of Bids
Attachment No. 2 – Project Cost Estimate

ATTACHMENT 2
PAGE 1 OF 2

**Contract Compliance Review Committee
Item Submission Form**

CCRC

REVIEWED
9/23/14

Item Type	Select Item Type	Select Item Type from drop-down list
Agreement Number	A-7719	
	PW14-05	
Expiration Date	7/30/2015	
Title / Purpose	Public Bid -Bryce Canyon No.Neighborhood	
Vendor	Toro Enterprises, Inc.	
Department	PW/ CM GS Procurement	
Project Manager	Pat Friend for/Raymond Williams	
Telephone	7821	
Project Description	Public Bid for PW14-05 -Bryce Canyon No. Neighborhood Street/Alley & Water Improvement Project -CCRC approval to take low responsible responsive bid package to City Council for their approval for Staff to issue and execute a contract to Toro Enterprises, Inc.	
Description of Selection Process	A public bid process was conducted with first advertisement on 08/07/2014 and the public bid window was from 08/11/14 to 09/10/14. Bids opened on 09/10/14 and the City received 3 bids. They ranged from low of \$4,553,672.85 to high \$5,663,178.00.	
	\$ 4,553,672.85	
Funding Source(s)	Meas. O - 104-3015-826-8208 / Proj. 143113	
P.O. / Req. Number	1768	



ATTACHMENT 2
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CITY OF OXNARD
SPECIFICATION NUMBER PW14-05

BID DOCUMENTS
FOR

**PROJECT TITLE: – PW14-05-Bryce Canyon North Neighborhood Street &
Water Improvement Project**

BRIEF DESCRIPTION OF PROJECT: Bryce Canyon North Street/Alley and Water Improvement Project- Consists of the resurfacing the asphalt concrete pavement and the replacement of CIP main waterlines within the Bryce Canyon North neighborhood. The work includes the milling of existing asphalt concrete pavement; placement and compaction of asphalt concrete; excavation & reconstruction of failed areas; concrete repairs; remove & replace of alley driveways; adjust utility covers to finished grade; removal & replacement of street name signs; and traffic striping.

Specification Number PW14-05 includes 18 pages of bid documents. Drawing No. 13-26A includes 26 sheets of plans.

Work must begin within 14 calendar days after the Notice to Proceed is issued. Work is to be complete in 110 working days. Liquidated damages will be assessed at \$ 3,000.00 per calendar day.

Payment shall be in accordance with the provisions of Section 9-3 of the Standard Specifications for Public Works Construction.

**CONTRACTOR'S FAILURE TO COMPLETE THIS SECTION
MAY CAUSE REJECTION OF THE BID**

Name Toro Enterprises, Inc.

Physical Address 2101 E. Ventura Blvd. Oxnard, CA 93036

Mailing Address P.O. Box 4285

City Oxnard State CA Zip Code 93031

Telephone No. 805-483-4515 Fax No. 805-483-2001

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 3
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PROJECT OVERVIEW

The following description of the amount of work to be done and materials to be furnished by the contractor is an approximation provided for your use in preparing a bid. The City of Oxnard does not expressly or by implication warrant that the actual amount of work or materials awarded will correspond therewith. The City reserves the right to increase or decrease the amount of any class or portion of the work or materials or to delete any of the work or materials, as the City deems necessary or expedient. If the description includes more than one job, the City may decide to award a contract for only one or less than all of the jobs included in the bid submitted.

DESCRIPTION

The work includes mobilization/demobilization; traffic control; storm water pollution prevention plan; cold mill AC pavement; unclassified excavation; aggregate base Class 2; asphalt concrete Type III; asphalt rubber aggregate membrane (ARAM); asphalt rubber hot mix (ARHM); crack fill; slurry seal type II (RAP); remove & replace PCC cross gutter & spandrel; remove & replace PCC sidewalk; remove & replace PCC curb & gutter; remove & replace PCC alley driveway; construct curb ramp, Case B & C; construct PCC gutter; adjust manhole cover to finished grade; adjust water valve cover to finished grade; install traffic striping & pavement markings; install traffic loop detectors; remove & replace street name signs; relocate/re-install sign & post; install 10" & 8" PVC class 150/200; abandon exist CIP in-place; install 10" & 8" RS gate valves; remove & replace, reconnect fire hydrants; install irrigation service turnout; water services replaced up to 2"; install 4" blow-off assembly; install 2" air-vac; dewatering; trench safety; trench stabilization; miscellaneous work and existing facilities; relocate chain link fence; stamped colored concrete; landscape – planting, irrigation & top soil import; install concrete bollards; and all incidental and appurtenant improvements and restorations specified on the Plans and herein these Special Provisions.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

CITY OF OXNARD
SPECIFICATION NUMBER PW14-05

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Toro Enterprises, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
1	Mobilization/Demobilization	1101-2	LS	1	174,000.-	\$ 174,000.-
2	Traffic Control And Public Convenience And Safety	1505-3	LS	1	134,000.-	134,000.-
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	24,000.-	24,000.-
	STREET IMPROVEMENT					
4	Cold Mill AC Pavement	1110-3	SY	44,000	2.16	95,040.-
5	Unclassified Excavation	1120-4	CY	320	82.-	26,240.-
6	Class 2 Aggregate Base	1130-4	TON	90	50.-	4,500.-
7	Asphalt Concrete, Type III - DGAC-B2 PG 64-10	1150-10	TON	600	91.-	54,600.-
8	Asphalt Concrete, Type III - DGAC-C2 PG 64-10	1150-10	TON	200	135.-	27,000.-
9	Asphalt Concrete, Type III - DGAC-D2 PG 64-10	1150-10	TON	205	110.-	22,550.-
10	Asphalt Rubber Aggregate Membrane -ARAM	1151-3	SY	13,000	6.05	78,650.-
11	Asphalt Rubber Hot Mix -ARHM-GG-C PG 64-16	1152-10	TON	6,300	100.-	630,000.-
12	Crack Fill	1155-4	LS	1	18,900.-	18,900.-
13	Slurry Seal Type II -RAP	1160-5	SY	24,000	3.60	86,400.-
14	Remove And Replace PCC Alley Driveway	1174-6	SF	2,000	15.-	30,000.-
15	Remove And Replace PCC Sidewalk	1174-6	SF	2,350	9.-	21,150.-
16	Remove And Replace PCC Curb And Gutter -Type A2-6	1174-6	LF	1,550	38.-	58,900.-
17	Remove And Replace PCC Cross Gutter And Spandrel	1174-6	SF	2,800	16.50	46,200.-
18	Construct PCC Curb Ramp, Case B Type 2	1174-6	EA	57	2,450.-	139,650.-
19	Adjust Manhole Cover To Finished Grade	1185-3	EA	47	520.-	24,440.-
20	Adjust Water Valve Cover To Finished Grade	1185-3	EA	22	625.-	13,750.-

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 3

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CITY OF OXNARD
SPECIFICATION NUMBER PW14-05

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Toro Enterprises, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	UNIT COST	TOTAL
21	Adjust Survey Monument Cover To Finished Grade *	1185-3	EA	5	700.-	\$ 3,500.-
22	Install - STOP - Pavement Marking -T	1515-3	EA	23	110.-	2,530.-
23	Install 12-in Solid White --T	1515-3	LF	700	2.90	2,030.-
24	Install 12-in Solid Yellow -T	1515-3	LF	110	2.90	319.-
25	Install Bike Lane & Arrow Pavement Marking -T	1515-3	EA	14	58.-	812.-
26	Install Type IV Arrow Pavement Marking -T	1515-3	EA	2	79.-	158.-
27	Install Type VI Arrow Pavement Marking -T	1515-3	EA	2	184.-	368.-
28	Install Detail 2 -T	1515-3	LF	600	0.55	330.-
29	Install Detail 22 -T	1515-3	LF	2,000	1.26	2,520.-
30	Install Detail 27B -T	1515-3	LF	5,000	0.42	2,100.-
31	Install Detail 38 -T	1515-3	LF	150	1.26	189.-
32	Install Detail 39 -T	1515-3	LF	4,000	0.79	3,160.-
33	Install Detail 39A -T	1515-3	LF	1,300	0.42	546.-
34	Install Blue RPM	1515-3	EA	37	8.40	310.80
35	Install Traffic Loop Detectors	1520-3	EA	10	420.-	4,200.-
36	Remove And Replace Street Name Sign	1530-4	EA	95	205.-	19,475.-
37	Relocate/Re-Install Sign & Post	1530-4	EA	6	105.-	630.-
	WATER IMPROVEMENT					
38	Remove 6-in CIP And Install 8-in PVC Class 150	1407-3	LF	380	109.-	41,420.-
39	Remove 8-in CIP And Install 10-in PVC Class 150	1407-3	LF	1,100	113.50	124,850.-
40	Remove 10-in CIP And Install 10-in PVC Class 150	1407-3	LF	20	116.-	2,320.-

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-3A

ATTACHMENT 3
PAGE 4 OF 116

CITY OF OXNARD
SPECIFICATION NUMBER PW14-05

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Toro Enterprises, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	UNIT COST	TOTAL
41	Remove And Replace 8-in PVC Class 150	1407-3	LF	20	111.-	\$ 2,220.-
42	Install 10- in PVC Class 150	1407-3	LF	3,600	105. ⁵⁰	379,800.-
43	Install 8- in PVC Class 150	1407-3	LF	12,160	102.-	1,240,320.-
44	Install 10-in PVC Class 200	1407-3	LF	120	76.-	9,120.-
45	Install 8-in PVC Class 200	1407-3	LF	460	70.-	32,200.-
46	Abandon Exist CIP In-Place	1408-2	LF	16,320	4.95	80,784.-
47	Install 10-in R.S. Gate Valve	1409-5	EA	17	2,620.-	44,540.-
48	Install 8-in R.S. Gate Valve	1409-5	EA	43	2,050.-	88,150.-
49	Remove And Replace Fire Hydrant	1410-3	EA	23	5,835.-	134,205.-
50	Reconnect Fire Hydrant	1410-3	EA	5	3,315.-	16,575.-
51	Install 1 1/2-inch Irrigation Service Turnout	1411-3	EA	1	1,500.- 1,505.-	1,500.-
52	Water Services Replaced Up To 2 Inches	1411-3	EA	400	903.-	361,200.-
53	Temporary Water Services Replaced Up To 2 Inches	1412-3	EA	400	20.-	8,000.-
54	Install 4-in Blow Off Assembly	1414-2	EA	4	7,800.-	31,200.-
55	Install 2-inch Air-Vacuum Assembly	1414-2	EA	4	7,650.-	30,600.-
56	Dewatering	1901-3	LS	1	12,700.-	12,700.-
57	Trench Safety	1902-3	LS	1	34,400.-	34,400.-
58	Trench Stabilization**	1903-4	TON	275	60.-	16,500.-
59	Miscellaneous Work And Existing Facilities	1192-3	LS	1	44,490.-	44,490.-

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-3B

ATTACHMENT 3
PAGE 5 OF 16

**CITY OF OXNARD
SPECIFICATION NUMBER PW14-05**

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Toro Enterprises, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
	REDWOOD ST & So. "A" ST LANDSCAPE IMPROVEMENT					\$
60	Unclassified Excavation	1120-4	CY	100	115.-	11,500.-
61	Asphalt Concrete, Type III - DGAC-B2 PG 64-10	1150-10	TON	6	250.-	1,500.-
62	Remove And Replace PCC Sidewalk	1174-6	SF	88	15.-	1,320.-
63	Remove And Replace PCC Alley Driveway	1174-6	SF	268	20.-	5,360.-
64	Remove And Replace PCC Curb And Gutter - Type A2-6	1174-6	LF	217	47.50	10,307.50
65	Install 4-in PCC Gutter 1.5-ft. Wide	1174-6	LF	73	15.-	1,095.-
66	Construct PCC Curb Ramp, Case C	1174-6	EA	1	3,000.-	3,000.-
67	Relocate Chain Link Fence	1192-3	LF	25	40.-	1,000.-
68	Install Sign & Post - W1-1	1530-4	EA	2	315.-	630.-
69	Install Sign & Post - W1-6	1530-4	EA	2	315.-	630.-
70	Install Stamped Colored Concrete 4-Inch Thick	1600-303-6.1	SF	116	30.-	3,480.-
71	Landscape - Planting	1600-308-8	SF	683	27.9 ^{SC} 27.9.25	18,441.- ^{SC} 18,441.75
72	Landscape - Irrigation	1600-308-8	SF	683	21.50 ^{SC} 21.50	14,684.50 ^{SC} 14,684.50
73	Landscape - Top Soil Import 24-in Thick	1600-308-8	CY	50	130.-	6,500.-
74	Install 10-in Dia. x 36-in H Concrete Bollard	1904-4	EA	7	800.-	5,600.-
GRAND TOTAL						\$ 4,553,672.85

* Actual Quantities To Be Field Verified.

** To be installed "As Required" Per Engineer's direction.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-3C

ATTACHMENT 3
PAGE 6 OF 16

CITY OF OXNARD
SPECIFICATION NUMBER PW14-05

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL SUBMITTED - \$ 4,553,672.85

The grand total submitted is subject to verification. Item total will be verified by multiplying the unit cost with the approximate quantity. If any discrepancy is found, the unit prices will be the basis of award.

Bidder must fill in number and date of *all* addenda or enter the word "*none*" if appropriate.

The following addenda are
acknowledged and attached:

NO.	DATED	NO.	DATED
1	8/25/14		
2	9/5/14		

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED September 8th, 2014 AT Oxnard, CA

COMPANY NAME Toro Enterprises, Inc.

SIGNATURE [Signature] TITLE Sean Castillo, President
(Sole Owner, Partner, Corporate Officer)*

*Person signing must be listed on records of Contractors State License Board.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-4

ATTACHMENT 3
PAGE 7 OF 16

BIDDER'S AFFIDAVIT

PROJECT Bryce Canyon North Neighborhood Street Resurfacing and Water Line Improvements

I depose and say that I am Sean Castillo, President
(Print or type name and title)

of Toro Enterprises, Inc.
(Name of Company)

2101 E. Ventura Blvd. Oxnard CA 93036
(Address) (City) (State) (Zip Code)

Contractor's Employer Identification Number: ~~77-0396663~~ SC C1755521

A VALID CURRENT CALIFORNIA STATE CONTRACTOR'S LICENSE REQUIRED TO BID:

Contractor's License No. 710580 FED TAX I.D. # 77-0396663

Classification: A

Contractor's License Expiration Date: 8/31/15

City of Oxnard Business License Number (Not Required to Bid): _____

Data Universal Numbering System (D-U-N-S #): 961950441

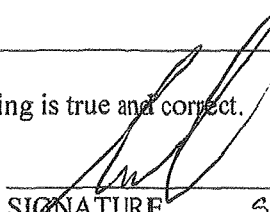
Whoever submits this bid to the City of Oxnard declares:

1. That the bidder has read these specifications, will abide by and agrees to the conditions herein, has carefully examined the project plans and does hereby agree to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the schedule of work and prices.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda listed on Page B-4 of these bid documents are acknowledged and attached.
4. That the bidder, as principal, acknowledges being bound by the following bid bond when completed by the surety.

Dated Sept. 8th, 2014 at Oxnard, California.

I certify or declare under penalty of perjury that the foregoing is true and correct.

(CORPORATE SEAL)


SIGNATURE Sean Castillo, Pres.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-9

ATTACHMENT 3
PAGE 8 OF 16

CITY OF OXNARD
SPECIFICATION NUMBER PW14-05

BIDDER'S QUESTIONNAIRE

All Bidders **MUST** complete this form and it **MUST** be submitted with the Bid. The answers to these questions will be used to determine whether the Bidder is responsible. "Related Company," as used in this questionnaire, is any organization of which the responsible managing officer of the Bidder has been a responsible managing officer (as the term responsible managing officer is used for State of California licensing purposes) within the past 5 years and/or in which any equity holder (e.g. shareholder, partner, member) of the bidder holds or has held more than a 10% interest within the past 5 years; or has had an active role in the management of projects performed by Company. "Contact Information" means the name, address and telephone number of a person or entity. For all Yes answers please provide complete explanations on extra-attached sheets and identify by number the question to which the information pertains

EVALUATION ELEMENTS			
Standard Bidder Questions (applies to all bids)		Yes	No
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated on Page F-0?	✓	
2	Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on a public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LD assessment.		✓
3	Has the Bidder's insurance or a Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of all cancellations and the contact information for all insurance companies that cancelled coverage. Insurance includes all insurance coverages of any kind, including commercial, general liability, fire and casualty, and workers' compensation.		✓
4	Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information and state the date and amount of each claim paid.		✓
5	Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (DLSE)? If so, provide the date(s) of investigations and the contact information for the DLSE.		✓
6	Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the jurisdiction, date and case number for each court case.		✓
7	Within the past 5 years, have stop notices been filed with any government agency on any project performed by Bidder or any Related Company? If so, please provide the following information for each stop notice: contact information for each claimant, amount of the claim, amount, if any, paid to settle the claim, date of the claim and the date of payment of the claim.		✓
8	Has Bidder or any Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the case.		✓
9	Has Bidder or a Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the contact information for the agency.		✓
10	Has Bidder or any Related Company ever been found to be a non-responsible bidder by an agency or debarred? If so, provide the date and name of each and explain the circumstances.		✓
11	Provide the name, date, contact information and approximate amount of contract and a description of work performed for each job performed by Bidder in the last 3 years involving work of the type for which this contract is being let.	✓	
12	Has Bidder or a Related Company within the past 5 years been investigated by OSHA or had an OSHA violation that resulted in a citation or other actions be taken against the company.	✓	

Contractor Officer's Signature: _____

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

Q6 – Can residential streets be closed to through traffic during working hours while still allowing homeowners access to their homes?

A6 – Contractor should provide a traffic control plan for approval. See Spec. 1505-2.

Q7 – Request that the City revise ARAM Designation/Certification of Asphalt-Rubber and Aggregate Membrane Contractor and/or Subcontractors Form regarding the requirement for the Contractor/Subcontractor applying the binder and aggregate – ‘...and the projects shall be located in Southern California inland of at least one coastal mountain range or be a minimum 25 miles from the nearest point on the Pacific Ocean coast.’ This sentence requested to be removed.

A7 – The City is making a revision to the requirements as stated on the Certification Form for ARAM. Copy of this Certification Form is included with this Addendum for this project and added to the required Blue Sheets.

Addendum No. 1

Specification No. PW14-05

Bryce Canyon No. Neighborhood Street Resurfacing & Water Line Improvements

The undersigned hereby acknowledges receipt of Addendum No. 1 consisting of the following:

1. Three (3) pages of text
Bid Sheet –Page B-25, B-25A, B-25-B- Bidder's File Copy – 3 Pages
Blue Bid Sheet – Page B-25, B-25A, B-25B – 3 Pages
F Section, Articles 1407-3, 1412, and 1505-2 – 3 Pages

Addendum No. 1 Received: Date: 9/8/14

Toro Enterprises, Inc.
Company

2101 E. Ventura Blvd.
Address of Company

[Signature]
Authorized Signature

Oxnard CA 93031
City State Zip Code

Sean Castillo, President
Name and Title, Typed

805. 483-4515
Telephone Number, Including Area Code



September 5, 2014

ADDENDUM NO. 2

SPECIFICATION NO. PW14-05

Bryce Canyon North Neighborhood Street Resurfacing and Water Line Improvements

SCHEDULED BID OPENING DATE: SEPTEMBER 10, 2014

TO ALL BIDDERS OF RECORD

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents.

Failure to do so may subject bidder to disqualification. This addendum forms a part of the bid documents. It modifies them as follows:

A. The following changes/corrections/additions are made to the Drawing 13-26A, Sheet 16 of 26:

1. A new corrected Dwg. Sheet 16 is being issued with this Addendum and a copy provided. (The top of the dwg. sheet had not been printed and data was missing). (Dwg. Copy of Sheet 16 to be sent under separate cover)

Addendum No. 2

Specification No. PW14-05

Bryce Canyon No. Neighborhood Street Resurfacing & Water Line Improvements

The undersigned hereby acknowledges receipt of Addendum No. 2 consisting of the following:

1. One (1) page of text
 Drawing 13-26A - Sheet #16 of 26 - 1 Page

Addendum No. 2 Received: Date: 9/8/14

Toro Enterprises, Inc.
 Company

2101 E. Ventura Blvd.
 Address of Company

[Signature]
 Authorized Signature

Oxnard CA 93030
 City State Zip Code

Sean Castilla, Pres.
 Name and Title, Typed

805-483-4515
 Telephone Number, Including Area Code

City of Oxnard - Road Construction/Maintenance Projects--Waste Reduction & Recycling Specification Worksheet

The City is required by the California Integrated Waste Management Act of 1989, Assembly Bill 939, to divert 50% of waste generated from the landfills. Assembly Bill 341 sets the new State goal of 75% diversion by 2020. Projects generate a significant amount of material that can be recycled. In order to comply with the State's diversion requirements, the City is specifying that the Contractor minimize materials going to the landfill and report on waste reduction and recycling efforts.

INSTRUCTIONS:

- When submitting your bid package, include a copy of the signed acknowledgment below and provide the estimated tonnage of materials to be recycled during the project.
- When submitting your Project Close-Out/As-Built Documents, submit this completed form along with copies of weight tickets and receipts.

ACKNOWLEDGMENT (SUBMIT COPY WITH BID PACKAGE):

I have read and understand these documentation requirements. The estimated recycling tonnage for this project is: 3,300 tons.

Acknowledgment Dated: 9/10/14

Print Name: Craig Thompson

Title: Estimator

Signature: Craig Thompson

Contractor/Business Name: Toro Enterprises, Inc. Project Manager: Craig Thompson

Phone No. 805-483-4515

Email: craig@toroenterprises.com

Project Name: Bryce Canyon North Neighborhood

Project Name: Street Resurfacing - Water Line Improvements Project Number: Spec No. PW 14-05

WORKSHEET: ACTUAL TONS RECYCLED/DISPOSED (SUBMIT COMPLETED TONNAGE WORKSHEET WITH CLOSE-OUT DOCUMENTS)

Waste Reduction and Recycling METHOD

- | | |
|---|---|
| 1. On Site Reuse | 4. Trash/Landfilled/Disposed |
| 2. Source Separation of Materials On Site (i.e. concrete) and hauled to recycling or reuse facility | 5. Green Procurement: Use of sustainable materials i.e. Rubberized Asphalt Concrete (RAC), etc. (Specify) |
| 3. Mixed Recycling hauled to recycling facility | 6. Other (Specify) |

Material Type	Method # (See Above)	Hauler Name or Self-Haul (N/A if reused on site)	Destination Facility/Location	Tonnage Report in Tons Only (convert SY and LF to tons)	Copy of Facility Weight Tickets or Receipt Attached. Other notes.
Example: Concrete	4	Self-Haul	Vulcan, Oxnard	20	Copy of Weight Tickets attached
Example: Trash	6	City of Oxnard	Del Norte Transfer Station	<1	Copy of Weight Tickets attached
Example: Green Procurement	5	Self-Haul	Project Site	20	Receipts attached for Rubberized Asphalt concrete
Concrete					
Asphalt					
Other Road Base Material					
Construction/Demolition Material					
Dirt					
Green Waste: Trees, Wood, Lumber, Pallets etc.					
Metals					
Mixed Recycling					
Hazardous Waste/Paint					
Tires					
Mixed Trash					
Other (Specify)					
Green Procurement (Specify) i.e. RAC, etc.					
Total Tonnage					

ATTACHMENT 12 OF 16

THIS FORM MUST BE FULLY COMPLETED AND INCLUDED WITH THE BID DOCUMENTS OR THE BID SHALL BE NON-RESPONSIVE.

DESIGNATION/CERTIFICATION OF ASPHALT-RUBBER BINDER APPLICATOR(S)

BIDDER proposes to have Asphalt-Rubber **BINDER** for **ARAM** (application) applied by:

Manhole Adjusting Contractors - 9500 Beverly Road, Pico Rivera, CA 90660
Name/Address

This section shall be completed even if the bidder plans to apply Asphalt-Rubber binder with its own equipment and labor forces. Name above must be the actual company applying the Asphalt-Rubber binder on the roadway.

Bidder shall attach to this form copies of all required local air pollution control district or air quality management district permit to operate (PTO) documents which allow the operation of the specific equipment to be used to control emissions during the application of Asphalt-Rubber binder on the roadway (the "Application"). Such Application in a manner conforming with these project specifications has been indisputably determined to be in non-compliance with California air quality regulations limiting opacity of emissions, unless a **permitted emission control device** is used during the Application to directly remove emissions occurring during Application. It is for that device, which may be described as an air filter, custom air pollution control system, portable air pollution control, opacity control unit, emission control unit consisting of collection hood and 3-stage oil mist filter system, or other similar description for which a **copy of a PTO must be provided** from the local air pollution control district or air quality management district.

If the bidder fails to fully complete this portion of the bid and provide the foregoing documentation, the bid is non-responsive and shall be rejected.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the requirements contained in this form. I further certify that all information provided in response to this form is true and accurate to the best of my knowledge and belief.

Sean Castillo, President
Print Name, Title

[Signature]
Signature of Bidder

9/9/14
Date

Bidder's Failure to Complete All Items Contained On This Page
May Cause Rejection of Your Bid

THIS FORM MUST BE INCLUDED AND FULLY COMPLETED WITH THE BID OR THE BID SHALL BE CONSIDERED NON-RESPONSIVE.

DESIGNATION/CERTIFICATION OF ASPHALT-RUBBER AND AGGREGATE MEMBRANE CONTRACTOR AND/OR SUBCONTRACTOR(S)

Bidder proposes to have the ARAM installed by:

Manhole Adjusting Contractors

This section shall be completed even if the apparent low bidder plans to produce and install ARAM with its own forces. Name of Contractor and/or Subcontractor(s) shall be the actual company(ies) applying the binder and aggregate.-

For any bid to be considered responsive, performance criteria must be demonstrated on five separate projects performed by the same contractor or subcontractor(s) designated above, and with equivalent aggregate and binder proposed for the ARAM in this bid. Two years shall have elapsed since completion of the ARAM surface on each project. To be considered a valid representative project, bidder must submit the name of the project, owner agency, agency representative's name and phone number, and a list of streets with limits totaling at least 1 mile (based on full width) in length for each project and the date the project was actually performed. A project will be considered a valid representative project if a asphalt emulsion spray application was originally placed with or without an application of sand, within 15 calendar days of the application of ARAM. Any other cover coat or course on the ARAM will cause the ARAM to be considered invalid as a representative project. ARAM on all projects must show insignificant raveling (loss of rock) and insignificant flushing (binder migration to the surface) at time of inspection by the Agency. Bidder shall verify any proposed representative projects prior to listing a subcontractor with such projects, or the bid will be considered non-responsive. If the Bidder cannot list in the space provided five projects that meet the criteria specified herein that were performed by the proposed ARAM contractor or subcontractor(s), the bid shall be considered non-responsive.

Bidder's Failure to Complete All Items Contained On This Page
May Cause Rejection of Your Bid

B-25-A

ATTACHMENT 3
PAGE 14 OF 16

Representative ARAM Projects

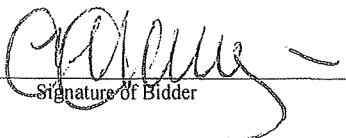
Name of Project No. 1 11-2M2704 (RTE 111) Date Completed May 2012
 Agency CALTRANS Agency Contact Shawn Rizzutto
 Phone (760) 355-8666 Approx. Length of ARAM (Full width) 19.00 Full width Mile

Name of Project No. 2 11-2M1004 (RTE 8) Date Completed May 2010
 Agency CALTRANS Agency Contact Shawn Rizzutto
 Phone (760) 355-8666 Approx. Length of ARAM (Full width) 18 Full width Miles

Name of Project No. 3 11-277604 (RTE 78) Date Completed May 2009
 Agency CALTRANS Agency Contact Shawn Rizzutto
 Phone (760) 355-8666 Approx. Length of ARAM (Full width) 15.10 Full width Miles

Name of Project No. 4 11-287404 (RTE 115) Date Completed May 2008
 Agency CALTRANS Agency Contact Shawn Rizzutto
 Phone (760) 355-8666 Approx. Length of ARAM (Full width) 14 Full width Miles

Name of Project No. 5 Street Improvements R-04-1 Date Completed Nov. 2004
 Agency City of Westmorland Agency Contact Joel Hamby
 Phone (760) 604-7724 Approx. Length of ARAM (Full width) 1.4 Full width Miles


 Signature of Bidder

Jerry Hannigan, Sec.
 Title

9/9/14
 Date

END OF CONTRACTOR'S CERTIFICATION OF QUALIFICATION

Bidder's Failure to Complete All Items Contained On This Page
 May Cause Rejection of Your Bid

B-25-B

ATTACHMENT 3
 PAGE 15 OF 16



Ventura County
Air Pollution
Control District

245 County Center Drive
Ventura, California 93003

tel 805-645-1100
fax 805-645-1111
www.vcpd.org

Michael Villegas
Air Pollution Control Officer

PERMIT TO OPERATE
Number 01025

Valid April 1, 2014 to March 31, 2015

This Permit Has Been Issued To The Following:

Company Name / Address:

Facility Name / Address:

Manhole Adjusting Contractors
9500 Beverly Road
Pico Rivera, CA 90660-2135

Manhole Adjusting Contractors
Portable Rubber Asphalt Plant
Ventura County, CA

Permission Is Hereby Granted To Operate The Following:

Portable Asphalt Rubber Blending System (Screw conveyors, blender turn paddles, and pumps are hydraulically driven by internal combustion engines that are registered in the Statewide Portable Equipment Registration Program.)

- 1 - Blender, which includes: Receiving Hopper with Screw Conveyor, Screw Conveyor, Lifting Screw Conveyor, Hopper with Screw Conveyor, and Blender
- 1 - 8.4 MMBTU/hr Sur-lite Corporation, Model TB-600-S, Process Heater, equipped with four independent burners rated at 2.1 MMBTU/hr heat input, propane fired, for 12,000 gallon capacity Nurse Tank
- 2 - 4.2 MMBTU/hr Process Heaters, each equipped with two propane fired burners rated at 2.1 MMBTU/hr for Product Transport Truck Shuttle Trailers
- 1 - 1.13 MMBTU/hr Childers Process Heater, propane fired, equipped with a CEI 800A burner, for 12,000 gallon capacity Heat Tank (#0716)
- 1 - 2.1 MMBTU/hr Childers Process Heater, propane fired, equipped with CEI 1500 burner, for 20,000 gallon capacity Heat Tank (#0718)
- 1 - 2.1 MMBTU/hr Childers Process Heater, propane fired, equipped with CEI 1500 burner, for 30,000 gallon capacity Heat Tank (#0719)
- 1 - 2.1 MMBTU/hr CEI Process Heater, propane fired, equipped with CEI 1500 burner, for 20,000 gallon capacity Heat Tank (#0725)
- 1 - 2.1 MMBTU/hr CEI Process Heater, propane fired, equipped with CEI 1500 burner, for 25,000 gallon capacity Heat Tank (#0730)
- 2 - Opacity Control Units (#802 and #803), each consisting of a collection hood, Farr Company Model No. TM 13 filtration units, and exhaust fans

This Permit Has Been Issued Subject To The Following Conditions:

Permitted Emissions:

Tons/Year

Units/Hour



OSHA

OSHA QuickTakes

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Your Establishment search returned 0 results.

This page enables the user to search for OSHA enforcement inspections by the name of the establishment. Information may also be obtained for a specified inspection or inspections within a specified SIC.

Establishment

Toro Enterprises, Inc.

State

California

Fed & State

OSHA Office

All Offices

Case Status

☒ All ☐ Closed
☐ Open

Violation Status

☒ All ☐ With Violations ☐ Without Violations

Inspection Date

Start Date

April

4

2009

End Date

April

4

2014

[Submit](#)

[Reset](#)

Can't find it?

[Wildcard use %](#)

[Basic Establishment](#)

[Search Instructions](#)

[Advanced Search Syntax](#)

Note: Please read important information below regarding interpreting search results before using.

NOTE TO USERS

The Integrated Management Information System (IMIS) was designed as an information resource for in-house use by OSHA staff and management, and by state agencies which carry out federally-approved OSHA programs. Access to this OSHA work product is being afforded via the Internet for the use of members of the public who wish to track OSHA interventions at particular work sites or to perform statistical analyses of OSHA enforcement activity. It is critical that users of the data understand several aspects of the system in order to accurately use the information.

The source of the information in the IMIS is the local federal or state office in the geographical area where the activity occurred. Information is entered as events occur in the course of agency activities. Until cases are closed, IMIS entries concerning specific OSHA inspections are subject to continuing correction and updating, particularly with regard to citation items, which are subject to modification by amended citations, settlement agreements, or as a result of contest proceedings. THE USER SHOULD ALSO BE AWARE THAT DIFFERENT COMPANIES MAY HAVE SIMILAR NAMES AND CLOSE ATTENTION TO THE ADDRESS MAY BE NECESSARY TO AVOID MISINTERPRETATION.

The Integrated Management Information System (IMIS) is designed and administered as a management tool for OSHA to help it direct its resources. When IMIS is put to new or different uses, the data should be verified by reference to the case file and confirmed by the appropriate federal or state office. Employers or employees who believe a particular IMIS entry to be inaccurate, incomplete or out-of-date are encouraged to contact the OSHA field office or state plan agency which originated the entry.

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U.S. Department of Labor | Occupational Safety & Health Administration | 200 Constitution Ave., NW, Washington, DC 20210

Telephone: 800-321-OSHA (6742) | TTY

www.OSHA.gov

ATTACHMENT

PAGE 1 OF 2

USER NAME

PASSWORD



[Forgot Username?](#)

[Forgot Password?](#)

[Create an Account](#)

Entity Dashboard

Toro Enterprises, Inc.

DUNS: 961950441 CAGE Code: 3D6U7

Status: Active

2101 East Ventura Blvd
Oxnard, CA, 93030-8951,
UNITED STATES

[Entity Overview](#)

Entity Overview

[Entity Record](#)

[Core Data](#)

[Assertions](#)

[Reps & Certs](#)

[POCs](#)

[Reports](#)

[Service Contract Report](#)

[BioPreferred Report](#)

[Exclusions](#)

[Active Exclusions](#)

[Inactive Exclusions](#)

[RETURN TO SEARCH](#)

Entity Information

Name: Toro Enterprises, Inc.
Business Type: Business or Organization
POC Name: Jerry Hannigan
Registration Status: Active
Activation Date: 09/08/2014
Expiration Date: 09/08/2015

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.P.15.20140903-1717

WWW2

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



ATTACHMENT 4

PAGE 2 OF 2

CITY OF OXNARD
SPECIFICATION NUMBER PW14-05

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Toro Enterprises, Inc.

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4104 et seq., each bidder submitting bids for the construction of any public work or improvement shall set forth:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening-	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
1. Pavement Coatings	16240 San Sevaine way Lurupa Valley, CA	Slurry Seal Type II	303609	A, C-32
2. Rubberized Crackfiller Sealant Inc.	360 E. Walnut Ave Fullerton CA 92831	Crack Seal	484768	C-32
3. TART Electric	1694 Eastman Ave Ventura CA 93006	Traffic Loops	72245	A, C-10

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 5
PAGE 1 OF 3

**CITY OF OXNARD
SPECIFICATION NUMBER PW14-05**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Toro Enterprises, Inc.

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
4. Manhole Adjusting Contractors	9500 Beverly Rd. Pico Rivera, CA 90660	ARAM	398443	A
5. Super Seal ; Stripe	310 A Street Fillmore, CA	Striping, Marking Signs	396627	C-32
6. KGI Landscape	PO BOX 3307 San Luis Obispo, CA 93403	Landscaping	813844	C-27
7. Benner ; Carpenter	506 E. Main St. Santa Paula, CA 93060	Survey, staking crossgutters	7998	LS
8.				
9.				

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-6

ATTACHMENT 5
PAGE 2 OF 3



State of California
Department of Industrial Relations
Division of Labor Standards Enforcement

Public Works Contractor Registration Search

This is a listing of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1(commencing with section 1720) of the California Labor Code.

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Number:

Contractor Legal Name: [Contractor License Lookup](#)

License Number:

Export as: [Excel](#) | [PDF](#)

Public Works Contractor Registration Web Search Results

One Registered Contractor found. 1

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
SUPER SEAL & STRIPE	1000000752	CSLB:396627	08/06/2014	06/30/2015

Copyright © 2014 State of California

CITY OF OXNARD
SPECIFICATION NUMBER PW14-05

REFERENCES

BIDDER'S NAME Toro Enterprises, Inc.

Bidders are required to list at least three references for similar work as described in these specifications. This information will enable the City to evaluate the bidder's responsibility, experience, skill and business and financial position.

Project Description		
* Please See Attached References		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone



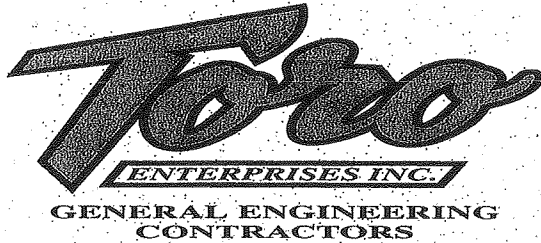
SIGNATURE OF BIDDER

Sean Castillo, President

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-7

ATTACHMENT 6
PAGE 1 OF 9



REFERENCE LIST PROJECTS

Contract With: County of Ventura - 800 S. Victoria Ave. Ventura, CA 93009

Contact: Ariel Braza (805) 654-2058

Description: PCC Driveway, C&G, Sidewalk Replacement & ARHM Overlay

Project: West County Area & Sunset School Sidewalk Improvements Project

Owner: County of Ventura

Contract Amount: \$2,317,359.00

Completed: 11/2013

Contract With: County of Los Angeles - 900 S. Fremont Ave. Alhambra, CA 91803

Contact: Colin McCarter (626) 458-5100

Description: Watermain Installation and AC Paving

Project: Ave "K" 36" Transmission Main Phase 2

Owner: County of Los Angeles

Contract Amount: \$3,573,980.00

Completed: 1/2014

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd. Simi Valley, CA 93063

Contact: Sarah Sheshebor (805) 583-6792

Description: R&R Existing PCC Driveways, Curb & Gutter & Cold Mill, Overlay

Project: 2012-13 Annual Minor Streets Rehabilitation Program

Owner: City of Simi Valley

Contract Amount: \$292,373.00

Completed: 12/2013

Contract With: U.S. Army Corps

Contact: Tracy Eccles (661) 265-7222

Brief Description: 25,000 LF of 24" cmc/cml steel water main installation

Project: North Valley RWI

Owner: U.S. Army Corps Engineers

Contract Amount: \$11,600,000.00

Completed: 9/2012

Contract With: City of Lancaster - 615 W. Avenue H, Lancaster, CA

Contact: Jon Cantrell (661) 945-6862

Description: Grading, Street Improvements, Sewer, Water, Storm Drain

Project: Infrastructure Improvements

Owner: City of Lancaster

Contract Amount: \$1,222,970.00

Completed: 10/2013

ATTACHMENT 6

PAGE 2 OF 9

Contract With: County of Ventura - 800 S. Victoria Ave., Ventura, CA 93009
Contact: Ariel Braza (805) 654-2058
Description: Cold Milling, ARHM Overlay, Shoulder Backing, PCC Curb & Gutter
Project: Pavement Rehabilitation - Ojai/West Ventura Areas, Phase III
Owner: County of Ventura
Contract Amount: \$1,393,297.00
Completed: 9/2013

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd., Simi Valley, CA 93063
Contact: Mansour Moradi (805) 583-6891
Description: ARHM Overlay and Concrete Improvements
Project: 2012-13 Major Streets Pavement Rehabilitation
Owner: City of Simi valley
Contract Amount: \$979,299.00
Completed: 10/2013

Contract With: City of Santa Clarita - 23920 Valencia Blvd. Santa Clarita, CA 91355
Contact: Bill Whitlach (661) 255-4933
Description: 18,547TN ARHM, (TMO) 7,573TN, AC 5,500TN
Project: 2012-2013 Overlay-Slurry Seal Project
Owner: City of Santa Clarita
Contract Amount: \$3,892,036.00
Completed: 12/2013

Contract With: City of Burbank - 310 E. Olive Ave. Burbank, CA 91502
Contact: Jon Molinar (818) 238-3919
Brief Description: R&R Sidewalk, Driveways, C&G, Ped. Ramps
Project: 2011 Sidewalk Repair Project
Owner: City of Burbank
Contract Amount: \$2,500,000.00
Completed: 2/2013

Contract With: County of Los Angeles - 900 S. Fremont St. Alhambra, CA 91803
Contact: Colin McCarter
Description: 1,300LF 18", 12", 10", 8", 6" Watermain
Project: Marina Del Rey 18" Waterline Replacement
Owner: County of Los Angeles
Contract Amount: \$587,651.50
Completed: 10/2013

Contract With: City of Oxnard - 305 W. Third Street, Oxnard, CA 93030
Contact: Raymond Williams (805) 385-7902
Description: ARHM 7,643TN, AC 2,611TN, Cold Mill, 600 LF C&G
Project: Del Norte Blvd. Improvements
Owner: City of Oxnard
Contract Amount: \$1,776,547.00
Completed: 11/2013

ATTACHMENT

PAGE 3 OF 6

Contract With: City of Long Beach Water Dept. - 1800 E Wardlow Rd. Long Beach, CA 90807
Contact: Sam Dillman (562) 570-2323
Description: R&R 42", 36", 30", 24" Valves & Associated Piping
Project: Large Potable Water Valve Replacements
Owner: City of Long Beach Water Department
Contract Amount: \$640,000.00
Completed: 8/2013

Contract With: City of Santa Clarita - 23920 Valencia Blvd. Santa Clarita, CA 91355
Contact: Bill Whitlach (661) 255-4933
Description: ARHM 6,086TN, AC 1,581TN, Adjust Manholes
Project: 2011-12 Federal Overlay Program
Owner: City of Santa Clarita
Contract Amount: \$1,244,955.00
Completed: 11/2013

Contract With: County of Ventura
Contact: Ariel Baraza (805) 654-2058
Brief Description: Cold Milling, AC Taper with Key, ARHM Overlay
Project: Payement Resurfacing-Meiners Oaks Area
Owner: County of Ventura
Contract Amount: \$1,483,512.00
Completed: 4/2013

Contract With: City of Oxnard - 305 W. Third Street, Oxnard, CA 93030
Contact: Raymond Williams (805) 385-7902
Description: Storm Drain & Street Improvements
Project: Tierra Vista Neighborhood Improvements
Owner: City of Oxnard
Contract Amount: \$4,081,028.00
Completed: 5/2013

Contract With: City of Ventura
Contact: Ernie Ferrer (805) 677-3905
Brief Description: Cold Milling, ARHM Overlay, PCC Cross gutters, C&G, Sidewalk
Project: Street Resurfacing (Phase II) Fairview Drive Neighborhood
Owner: City of Ventura
Contract Amount: \$532,144.00
Completed: 1/2013

Contract With: City of Westlake Village-31200 Oak Crest Dr. Westlake Village, CA 91361
Contact: John Knipe (818) 706-1613
Brief Description: AC Paving, PCC C&G, Sidewalk, Install 18" RCP & 4" PVC
Project: Community Park Access Roads
Owner: City of Westlake Village
Contract Amount: \$395,317.50
Completed: 4/2013

Contract With: County of Ventura-800 S. Victoria Ave. Ventura, CA 93009

Contact: Deloires Murphy (805) 654-2039

Brief Description: Cold Mill & AC Paving

Project: East Oak Park Area Resurfacing

Owner: County of Ventura

Contract Amount: \$946,118.74

Completed: 1/2013

Contract With: City of Oxnard-305 W. Third St. Oxnard, CA 93030

Contact: Raymond Williams (805) 385-7902

Brief Description: ARAM 15,000SY. ARHM 8,000TN, PCC C&G, Sidewalk

Project: Blackstock South Neighborhood Resurfacing

Owner: City of Oxnard

Contract Amount: \$1,511,777.77

Completed: 12/2012

Contract With: City of Ventura - 501 Poli Street, Ventura, CA 93001

Contact: Ernie Ferrer (805-677-3905)

Brief Description: Cold Mill, ARHM 5,900 tons, Concrete Pavement Repairs, Access Ramps

Project: Main Street Resurfacing

Owner: City of Ventura

Contract Amount: \$1,500,877.00

Completed: 10/2012

Contract With: City of Compton - 205 S. Willowbrook Ave., Compton, CA 90220

Contact: Kambiz Shoghi (310) 605-6242

Brief Description: AC Paving 4,000 tons, Cold Mill 190,000sf, Curb & Gutter and Sidewalk R&R

Project: Greenleaf Street Improvement Project

Owner: City of Compton

Contract Amount: \$443,350.00

Completed: 8/2012

Contract With: City of Simi Valley-2929 Tapo Canyon Rd. Simi Valley, CA 93063

Contact: Sarah Sheshebor (310) 605-6242

Brief Description: R&R C&G, Sidewalk, Cross Gutters, 2,500TN AC Paving

Project: 2011-2012 Annual Minor Streets Rehabilitation Program

Owner: City of Simi Valley

Contract Amount: \$620,709.00

Completed: 10/2012

Contract With: City of Santa Clarita-23920 Valencia Blvd. Santa Clarita, CA 91355

Contact: Bill Whitlach (661) 255-4933

Brief Description: Cold Plane, ARHM 21,500TN, R&R Sidewalk, C&G

Project: 2010-2011 Overlay & Slurry Seal Program

Owner: City of Santa Clarita

Contract Amount: \$4,647,152.00

Completed: 1/2012

Contract With: Casitas Municipal Water District - 1055 Ventura Ave., Oak View, CA 93022

Contact: Neil Cole (805) 701-0290

Brief Description: Installation of Pipes, Fittings, Valves, Air & Vacuum Valves, HDD, Site Work

Project: Rincon 2(M) Pipeline Replacement

Owner: Casitas Municipal Water District

Contract Amount: \$589,535.00

Completed: 6/2012

Contract With: City of Oxnard - 305 W. Third Street, Oxnard, CA 93030

Contact: Raymond Williams (805)-385-7902

Brief Description: R&R Curb & Gutter, Sidewalk, Ribbon Gutter, Spandrel, AC Paving

Project: Cypress Gardens & Cal Gisler Neighborhoods Resurfacing

Owner: City of Oxnard

Contract Amount: \$432,811.54

Completed: 3/2012

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd. Simi Valley Ca. 93063

Contact: Bob Krock

Brief Description: Grind, Conventional AC Overlay 11,000 tons, Asphalt digouts, Concrete Repairs

Project: FY 2009-10 Annual Minor Street Rehabilitation Project

Owner: City of Simi Valley

Contract Amount: \$1,643,666.00

Completed: 2011

Contract With: City of Burbank - 301 East Olive Street, Burbank, CA 91502

Contact: (818)-238-3946

Brief Description: Asphalt paving 3,250 tons, R&R Concrete, Utility Adjustment

Project: Various Residential Street Improvement Project

Owner: City of Burbank

Contract Amount: \$569,351.00

Completed: 10/2011

ATTACHMENT 6

PAGE 6 OF 9

Contract With: City of Santa Barbara - 310 E. Ortega Street, Santa Barbara, CA 93101

Contact: Rick Fulmer

Brief Description: R&R Sidewalk, Curb & Gutter, AC Slot Patch

Project: Sidewalk Replacement Project 2011

Owner: City of Santa Barbara

Contract Amount: \$377,384.00

Completed: 11/2011

Contract With: City of Oxnard - 305 W. Third Street, Oxnard, CA 93030

Contact: Raymond Williams (805) 385-7902

Brief Description: ARHM Overlay, Reconstruct Alleys, Concrete Repairs, Relace Waterline & Valves

Project: Bartolo Square South Phase II

Owner: City of Oxnard

Contract Amount: \$2,478,801.00

Completed: 3/2012

Contract With: County of Ventura - 800 South Victoria Ave., Ventura, CA 93009

Contact: Ariel Baraza (805) 654-2058

Brief Description: Pavement Rehab, R&R Curb and Sidewalk, ARHM Overlay, Shoulder Backing

Project: Pavement Rehabilitation Piru Area Phase I

Owner: County of Ventura

Contract Amount: \$1,528,217.00

Start Date: 12/2010

Completion: 9/2011

Contract With: City of Burbank - 301 East Olive Street, Burbank, CA 91502

Contact: Adam Salehi (818) 238-3946

Brief Description: ARHM Paving 3,000 tons, R&R Curb & Gutter, Sidewalk, Ped. Ramps, Adjust Manholes

Project: Street Improvement Project

Owner: City of Burbank

Contract Amount: \$1,157,609.00

Start Date: 12/2010

Completion: 1/2012

Contract With: City of Santa Barbara - 310 E. Ortega Street, Santa Barbara, CA 93101

Contact:

Brief Description: R&R Concrete Sidewalk, Curb & Gutter, Cross Gutter, Spandrel, Curb Ramps

Project: East Cabrillo Boulevard Sidewalk Phase 2

Owner: City of Santa Barbara

Contract Amount: \$265,936.00

Start Date: 1/2011

Completion: 12/2011

ATTACHMENT 6

PAGE 7 OF 9

Contract With: County of Ventura - 800 South Victoria Ave., Ventura, CA 93009

Contact: Jeewoong Kim (805) 654-2065

Brief Description:

Project: Payement Rehabilitation, Tierra Rejada Rd., Del Norte Rd., Harbor Blvd.

Owner: County of Ventura

Contract Amount: \$1,877,904.00

Start Date: 9/2010

Completion: 11/2011

Contract With: City of Thousand Oaks - 2100 Thousand Oaks Blvd., Thousand Oaks, CA 91362

Contact: Joe Bravo (805) 449-2499 ext.382

Brief Description:

Project: Annual Concrete Replacement Program

Owner: City of Thousand Oaks

Contract Amount: \$359,621.00

Start Date: 8/2010

Completion: 8/2011

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd. Simi Valley Ca. 93063

Contact: Faud Shamout

Brief Description: Grind, ARHM Overlay 8,000 tons, minor concrete improvements

Project: Major Street Project

Owner: City of Simi Valley

Contract Amount: \$1,059,122.00

Start Date: Mar-10

Completed: May-10

Contract With: City of Oxnard - 305 W. Third Street Oxnard Ca. 93030

Contact: Raymond Williams #805-385-8051

Brief Description: Grind, ARHM Overlay 13,000 tons, 8" & 12" PVC Waterline Approx. 9,500 LF

Project: Saviers Blvd. Street & Waterline Improvements

Owner: City of Oxnard

Contract Amount: \$4,780,536.00

Start Date:

Completed: 6/2010

Contract With: City of Burbank - 301 East Olive Street, Burbank, Ca 91502

Contact: Adam

Brief Description: Grind, ARHM Overlay 12,000 Tons, Major Concrete Remove & Replace

Project: Street Improvement Project Bid. No. 1218

Owner: City of Burbank

Contract Amount: \$2,194,817.00

Start Date: 10/2009

Completed: 5/2010

Contract With: City of Oxnard – 305 W. Third Street Oxnard Ca. 93030

Contact: Raymond Williams #805-385-8051

Brief Description:

Project: Southwinds Neighborhood Resurfacing

Owner: City of Oxnard

Contract Amount: \$1,981,000.00

Start Date:

Completed: 7/2009

Contract With: City of Moorpark - 799 Moorpark Dr, Moorpark, CA 93021

Contact: Yugal Lall/ City Engineer 805-218-5861

Project: Walnut Canyon, Moorpark, Ca., Water, Sewer & Storm Drain

Owner: City of Moorpark

Contract Amount: \$1,100,000.00

Start Date:

Completed: 10/2009

Contract With: City of Oxnard – 305 W. Third Street Oxnard Ca. 93030

Contact: Ralph Alamillo 805-385-8341

Brief Description: Grading, Reclaimed Water, Domestic Water, R&R, Site Concrete, Asphalt Paving

Project: College Park- Dog Park Phase 1B

Owner: City of Oxnard

Contract Amount: \$3,089,616.51

Start Date: 10/13/2008

Completion Date: 3/30/2009

Contract With: City of Thousand Oaks - 2100 Thousand Oaks Blvd. Thousand Oaks, Ca. 91362

Contact: Elaine Camia #805-449-2448

Project: Installation of 18" to 42" RCP, Catch Basins, Waterline over crossings, Street Improvements

Owner: City of Thousand Oaks

Contract Amount: \$768,458.00

Start Date:

Completed: Date 2/2010

Certificate of Publication

Ad # 352667

In Matter of Publication of:

Legal Notice

State of California)

)§

County of Ventura)

I, **Melissa Rose**, hereby certify that the **Ventura County Star Newspaper** has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Camarillo, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

August 8, 15, 2014

I, Melissa Rose certify under penalty of perjury, that the foregoing is true and correct.

Dated this August 15, 2014; in Camarillo, California, County of Ventura.

MR

Melissa Rose
(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number PW14-05 for the Bryce Canyon North Neighborhood Street and Water Improvement Project. The work will consist of resurfacing of streets and replacement of CIP main waterlines. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, Class A to be considered as a prime contractor qualified for award of this project. Per City policy no engineer's construction estimate is provided for public bid projects.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, [CyberCopyReprographics- www.cybercopyreprographics.com](http://CyberCopyReprographics-www.cybercopyreprographics.com), or phone: (805) 642-3292; fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$25.00 shipping and handling starting on MONDAY, AUGUST 11, 2014. The Plans and Specifications may be obtained in electronic medium format-CD's for a non-refundable fee of \$35.00 including shipping and handling. For further bid information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.

A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, AUGUST 20, 2014. All prospective bidders are urged to attend.

All contractors will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate when required, shall be used. These determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided as part of the bid package and the bidder MUST be a PLAN HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 305 West Third Street (East Wing), Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, SEPTEMBER 10, 2014. Immediately thereafter all bids shall be publicly opened by the City Clerk and Purchasing Agent in the Council Chambers, 305 West Third Street, Oxnard, CA 93030.

FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO GENERAL SERVICES - 805-385-7821.

Ad Dates 08/08/14 08/15/14 Ad No.352667

ATTACHMENT 7

PAGE 1 OF 2

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

NOTICE TO BIDDERS

BRYCE CANYON NORTH NEIGHBORHOOD

STREET RESURFACING AND WATER

IMPROVEMENT PROJECT NUMBER PW14-05

STATE OF CALIFORNIA

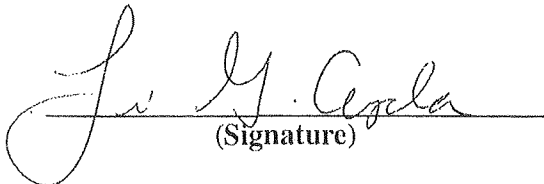
COUNTY OF VENTURA

I Luis Ayala
hereby certify that Ventura County VIDA Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Principal Clerk of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit.

August 07, 14, 2014

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California, on the

14th day of August 2014


(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number PW14-05 for the Bryce Canyon North Neighborhood Street Resurfacing and Water Improvement Project. The work will consist of resurfacing streets and replacement of CIP main waterlines. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, Class A to be considered as a prime contractor qualified for award of this project. Per City policy there is no engineer's construction estimate published for public bid projects.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room; CyberCopyReprographics - www.cybercopyreprographics.com, or phone (805) 642-3292; fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$25.00 shipping and handling starting on MONDAY, AUGUST 11, 2014. The Plans and Specifications may also be obtained in CD format for \$35.00 including shipping & handling. For information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.

A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, AUGUST 20, 2014. All prospective bidders are urged to attend.

All contractors will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate when required, shall be used. These determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided as part of the bid package and the bidder MUST be a PLAN HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 305 West Third Street (East Wing), Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, SEPTEMBER 10, 2014. Immediately thereafter all bids shall be publicly opened by the City Clerk and Procurement Agent in the Council Chambers, 305 West Third Street, Oxnard, CA 93030

FOR INFORMATION REGARDING THIS DOCUMENT

PAGE 2 OF 2



Meeting Date: 07/08/14

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

Prepared By: Lou Balderrama, City Engineer

Agenda Item No. 5-7Reviewed By: City Manager MCity Attorney SPBFinance JK

Public Works

DATE: June 25, 2014

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public WorksSUBJECT: PW14-05 Bryce Canyon North Neighborhood Street and
Water Line Improvement Project**RECOMMENDATION**

That City Council approve Project Specification No. PW14-05 for the improvements of streets, sidewalks, curbs, gutters, and replacement of street name signs, and the replacement of cast iron main water lines in the Bryce Canyon North Neighborhood and authorize staff to solicit bids.

DISCUSSION

The Bryce Canyon North Neighborhood Street and Water Line Improvement Project is bounded eastward to Saviers Road, westward to "J" Street, northward to Channel Islands Boulevard, and southward to West Yucca Street as shown in Attachment No. 1. The specific work includes; the furnishing of all materials, tools, equipment, and labor required to improve the streets from curb to curb, milling of existing pavement and placement of asphalt, excavation and reconstruction of failed pavement, sidewalk, curb, and gutter repairs, adjust utility covers to finished grade, removal and replacement of street name signs, and traffic markings. The project plans and specifications are designed to provide a useful life cycle of approximately 20 years to the streets, and over 20 years to curbs, gutters and sidewalks in the Bryce Canyon North Neighborhood. The project specifications are in compliance with the Americans with Disabilities Act.

In addition to the street improvements, the project specifications include the replacement of cast iron main water lines with PVC water lines. Street resurfacing of the Bryce Canyon North Neighborhood can begin once the replacement of the water lines is completed.

FINANCIAL IMPACT

Funding has been approved from Measure "O" ½ Cent Sales Tax for street maintenance & repairs to cover the costs of street resurfacing, concrete repairs, traffic marking and signage for this project. In addition, the Capital Improvement Program budget approved by City Council includes funding for cast iron pipe replacement from the Water Enterprise Fund for the water line replacement. After the project

ATTACHMENT 8
PAGE 1 OF 3

PW14-05 Bryce Canyon North Neighborhood Street and Water Line Improvement Project

June 25, 2014

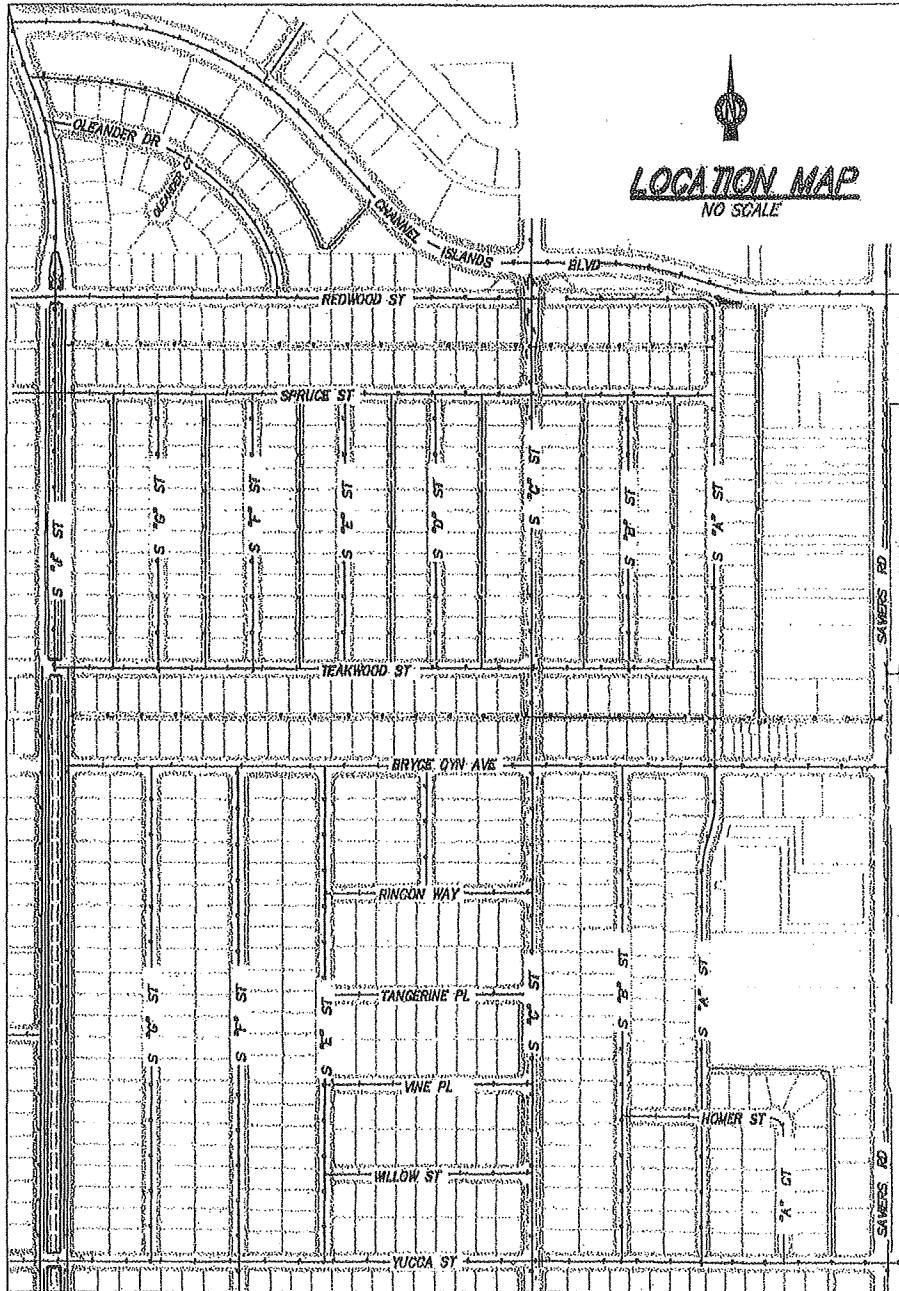
Page 2 of 2

bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder.

Attachment #1 - Project Site Map

Note: Plans and specifications for PW14-05 for the Bryce Canyon North Neighborhood Street and Water Line Improvement Project are available for review at the Capital Improvement Projects Management Office located at the City Hall Building, 305 West Third Street - East Wing, Second Floor after 8:00 a.m. on Monday prior to the City Council meeting.

BRYCE CANYON NORTH STREET IMPROVEMENT PROJECT



Attachment No. 1
Page 2 of 2

ATTACHMENT 8
PAGE 3 OF 3

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Michael Henderson
Project/Program
Manager: General Services

Date: October 6, 2014
Phone: _____

Reason for Appropriation:

To provide appropriation for cast iron replacement for the Bryce Canyon North Neighborhood Street Resurfacing and Water Line Improvement Project No. 143113 from reappropriations from Cast Iron Pipe Program and Water Procurement Capital Outlay

Accounts and Descriptions

AMOUNT

Fund: **Water Operating Fund 601**

Expenditures/Transfers Out

Bryce Canyon N. Neighborhood Street & Water Line Improvement Project No. 143113

601-6510-821-8451	Services from Other Program	161,200
601-6510-821-8605	Improvement Not Building - Major Repair	3,038,800

Cast Iron Pipe Replacement Program Project No. 146005

601-6510-821-8610	Construction - Other	(2,290,000)
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Water Procurement (6010)

601-6010-843-8606	Capital Outlay - Machinery and Equipment New	(910,000)
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Sub-total Expenditures	0
------------------------	---

Net Change to Fund Balance	0
----------------------------	---

Net Appropriation Change	0
--------------------------	---

Approvals

Department Director



Chief Financial Officer



City Manager

ATTACHMENT 9
PAGE 1 OF 1

SBA# (Finance Use Only) _____
BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION



Meeting Date: 10-21-14

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

Prepared By: Martin R. Erickson *MRE* Agenda Item No. S-5Reviewed By: City Manager *JM* City Attorney *RT* Finance *fn* Other *JC*

DATE: October 3, 2014

TO: City Council

FROM: Martin R. Erickson
Deputy City Manager
City Manager's Office *MRE*SUBJECT: Transportation Development Act (TDA) Local Transportation Fund (LTF)
Allocations for FY 2014/15 and Article 3 Bicycle/Pedestrian Funds Resolution**RECOMMENDATION**

That City Council adopt a resolution approving the submittal of a claim with the Ventura County Transportation Commission (VCTC) for allocation of FY 2014/15 TDA Article 3 bicycle/pedestrian funds.

DISCUSSION

The State Legislature adopted the Transportation Development Act in 1972, creating a Local Transportation Fund (LTF) in each county for transportation purposes. The primary purpose of TDA is for transit services. A significant portion of the City's TDA revenue is allocated to Gold Coast Transit (GCT), a statutory transit district formed pursuant to Public Utilities Code section 107000 et seq., which provides both fixed route and paratransit service to Oxnard residents. The City Council approved the GCT budget in May, 2013. On July 1, 2014 GCT officially became a transit district pursuant to the Governor's signing of AB 664 (Williams).

Another component of TDA funding is the Article 3 Bicycle/Pedestrian funding, which is administered through the Ventura County Transportation Commission (VCTC). VCTC designated the Citizen's Transportation Advisory Committee/Social Services Transportation Advisory Council (CTAC/SSTAC) as the committee responsible for reviewing the projects submitted by the cities/County for the available funds. All cities in Ventura County (except Fillmore and Moorpark) and the County applied for funds. After hearing presentations from the applicants and discussing the proposals at their March 2014 meeting, the CTAC/SSTAC at their May 13, 2014 meeting recommended projects to the VCTC. VCTC approved the projects at their June 6, 2014 Board Meeting; and the City of Oxnard was awarded \$142,000 for bicycle path and safety improvements along westbound Vineyard Avenue and a new sidewalk on Esplanade Drive. There is currently no sidewalk for this portion of Esplanade Drive. In addition the project would add a bike line to Vineyard Avenue and a bike lane to Esplanade Drive where there are no

bike lanes now. The proposed bike lanes and sidewalk fill gaps in our existing bicycle and pedestrian network by connecting to existing sidewalks and existing bike lanes on Esplanade Drive. The attached resolution for Council approval is required before the funding can be disbursed.

Additionally, now that GCT is a district, Oxnard's TDA funding is disbursed through GCT, not directly to the City from VCTC as was the case previously. For FY 2014/15, \$800,000 of LTF Article 4 transit funds will be disbursed to the City in the following categories:

OTC operation and Maintenance and operating budget	\$450,000
Bus Stop Maintenance	\$ 50,000
Bus Stop/OTC Capital Improvements	<u>\$300,000</u>
Total	\$800,000

As in previous years, GCT has requested that the City swap out \$300,000 of Air pollution buy down funds (which can only be used for transit purposes) with TDA funds. This provides the City with transit TDA funds, which can be used for a broader range of purposes than the Air pollution buy down funds.

FINANCIAL IMPACT

Approval of these recommendations will provide for the funding allocations to meet FY 2014/15 commitments.

Attachment #1 - Resolution approving submittal of claim with VCTC for GCT, and LTF appropriation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE
SUBMITTAL OF A CLAIM TO THE VENTURA COUNTY TRANSPORTATION
COMMISSION FOR ALLOCATION OF TRANSPORTATION DEVELOPMENT ACT
FUNDS FOR FISCAL YEAR 2014/15

WHEREAS, the Transportation Development Act (TDA), as amended (Public Utilities Code section 99200 et seq.), provides for the allocation of funds from the Local Transportation Fund (LTF) and State Transit Assistance Fund for use by eligible claimants for various transportation purposes; and

WHEREAS, the Ventura County Transportation Commission (VCTC) has the authority to review claims and allocate such funds in accordance with State statutes and regulations; and

WHEREAS, pursuant to the provisions of the TDA, as amended, and pursuant to the applicable rules and regulations hereunder (Cal. Code of Regulations Sections 6600 et seq.), a prospective claimant wishing to receive an allocation from the LTF shall file its claim with the Ventura County Transportation Commission (VCTC).

NOW, THEREFORE LET IT BE RESOLVED, that the City of Oxnard is authorized to execute and file an appropriate claim pursuant to the applicable rules and regulations promulgated hereunder, together with all necessary supporting documents, with the VCTC for an allocation of LTF funds in FY 2014/2015.

BE IT FURTHER RESOLVED that the authorized claim includes \$142,000 in Bicycle/Pedestrian funding for Article 3 bicycle and/or pedestrian purposes for bicycle path and safety improvements.

BE IT FURTHER RESOLVED that a copy of this Resolution be transmitted to the VCTC in conjunction with the filing of the claim.

PASSED AND ADOPTED THIS 21 day of October, 2014 by the following vote:

AYES:

NOES:

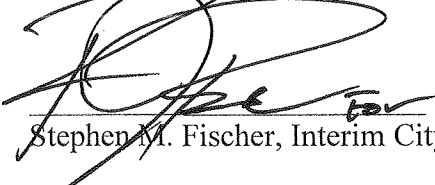
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

ATTACHMENT 1
PAGE 1 OF 1



Meeting Date: 10/21/2014

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

Prepared By: James Cameron

Agenda Item No. 5-6Reviewed By: City Manager JMCity Attorney SMFFinance JC

Other (Specify) _____

DATE: October 15, 2014**TO:** City Council**FROM:** James Cameron, Chief Financial Officer
Finance Department**SUBJECT:** Budget Appropriation for Harbor Blvd. Resurfacing**RECOMMENDATION**

That City Council approve a budget appropriation in the amount of \$250,000 from the General Fund.

DISCUSSION

On October 14, 2014, the City Council heard a verbal report on arterial street resurfacing projects. This presentation included resurfacing of Harbor Blvd at a cost of \$500,000. The plan presented for this project was for the use of \$250,000 this fiscal year from Measure O funds appropriated for resurfacing, with the remainder to be funded in Fiscal Year 2015-16.

Included in the current Community Development Commission Successor Agency (CDCSA) Recognized Obligation Payment Schedule (ROPS 14-15A) is a reimbursement to the General Fund of approximately \$770,000 approved by the California Department of Finance. These funds are available for any purpose and are available for one-time uses such as street resurfacing. It is recommended that \$250,000 of these funds be appropriated for this purpose.

FINANCIAL IMPACT

The recommended action to appropriate \$250,000 will allow the City to complete the Harbor Blvd Resurfacing project at this time.

Attachment #1 - Budget Appropriation

BUDGET APPROPRIATION

Department: Finance
Project/Program _____
Manager: James Cameron

Date: October 21, 2014
Phone: 7461

Reason for Appropriation:

Appropriate \$250,000 from the reimbursement of General Fund loans made to the former CDC as approved by the State Department of Finance.

Accounts and Descriptions

AMOUNT

Fund: **General Fund (101)**

Revenues/Transfers In

Non-Departmental (1001)

101-1001-581.75-19 Miscellaneous Reimbursements 250,000

Sub-total Revenues 250,000

Expenditures/Transfers Out

Alley & Roadways - 15IN10

101-3103-803.81-04 Operating Supplies / Supplies-Shop & Field 250,000

Sub-total Expenditures 250,000

Net Change to Fund Balance 0

Net Appropriation Change 250,000

Approvals

Department Director

Chief Financial Officer

City Manager

James Cameron
James Cameron

ATTACHMENT NO. 1

PAGE 1 OF 1



Meeting Date: 10/21/14

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

Prepared By: Brad Windsor, Assistant Fire Chief *BW*Agenda Item No. 5-7Reviewed By: City Manager *JM*City Attorney *JBB*Finance *for JC*

Other (Specify) _____

DATE: October 7, 2014

TO: City Council

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

SUBJECT: Purchase Order for the Purchase of Vehicle Extrication Equipment

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a purchase order in the amount of \$362,935 with Fire Service Specification & Supply (FS3) for the purchase of vehicle extrication equipment.

DISCUSSION

On December 3, 2013, the City Council approved a grant application to the Assistance to Firefighters Grant program for vehicle extrication equipment (Resolution 14,446).

The Oxnard Fire Department was notified of a regional award from the Assistance to Firefighters Grant program on August 14, 2014 in the amount of \$366,500 for vehicle extrication equipment for the Oxnard Fire Department, Ventura County Fire Department and the Fillmore Fire Department. The Oxnard Fire Department was identified in the grant award as the lead agency for the regional grant.

The federal grant award is \$329,850 and the recipients share is \$36,650 of which \$36,024 is provided by the Ventura County Fire Protection District and the Fillmore Fire Department and \$626 is provided by the City of Oxnard.

The grant specified Holmatro equipment, and FS3 is the sole authorized dealer for Holmatro in California.

FINANCIAL IMPACT

The Assistance to Firefighters Grant of 2013 (Project 772240) will provide sufficient funding for this purchase.

Attachment No. 1 – Purchase Order

Attachment No. 2 – Sole Source



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

CCRC

REVIEWED
10/7/14

**PURCHASE
ORDER NO.
005064**

DATE: 10/8/2014

VENDOR PHONE: (800)388-6607

VENDOR FAX: (714)832-5296

VENDOR #: 7579

VENDOR ADDRESS: FIRE SERVICE SPECIFICATION & S
P.O. BOX 10817
SANTA ANA, CA 92711-0817

SHIP TO: FIRE DEPT
360 W. 2ND ST.
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
11/02/2014		0000001784	10/02/2014		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		23822218028606		MIKE MORE	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1		HOLMATRO RESCUE TOOLS			
	337,614.00			1.0000	337,614.00
	/ DL				

2		SALES TAX			
	25,321.00 /			1.0000	25,321.00
	DL				

TOTAL PURCHASE AMOUNT

\$362,935.00

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

AUTHORIZED SIGNATURE. _____

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

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



Fire Department

James Williams, Fire Chief

Date: September 15, 2014
To: Purchasing
From: Alex Hamilton, Captain
Subject: Sole Source Purchase – Fire Service Specification & Supply

The Oxnard Fire Department has been awarded FEMA FY2013 Assistance to Firefighters Grant in the amount of \$366,500 to purchase Homaltro Rescue Systems (vehicle extrication equipment) for the Oxnard Fire Department and Ventura County Fire Department. Resolution 14,446 dated December 13, 2013 approved the SBA and use of funds for this purpose.

Fire Service Specification & Supply, vendor # 7579, is the sole authorized sales and service dealer for the Homaltro Rescue Systems for the state of California. A sole source letter from Fire Service Specification & Supply is included with the quote.

The purchase will be 100% grant funded using Project 772239, Account 238-2221-802.86-06.

ATTACHMENT

Page 1 of 3



Fire Service Specification & Supply

September 11, 2014

VENTURA COUNTY FIRE DEPARTMENT

RE: SOLE SOURCE LETTER

This letter will serve as notification that FS3, located at 18662 Beachmont Ave, Santa Ana, CA 92705 is The Sole Authorized Sales & Service Dealer for Holmatro Rescue Systems for the State of California.

Holmatro Inc. requires an extremely high level of commitment from its Dealer Network, including Extrication Training Certification, Service and Warranty Certification, a 24 hour response to service. Issues with loaner tools provided should the item needing service requires a longer period of time for repair. In addition, all Dealers must adhere to their Integrity Policy which governs their general approach to business practices. FS3 meets or exceeds all of the above requirements. Our Service Technicians must be recertified every (2) years at the Holmatro facility in Maryland.

Holmatro has established a strict Dealer territory policy which allows the Dealer to establish a long term customer relationship within their assigned territory. Dane Jackson is the FS3 Sales & Service Representative in your area.

Please contact me for any additional information that may be required.

Sincerely,

Frank Lane

FS3

714-566-4484

ATTACHMENT

Page 2 of 3



Fire Service Specification & Supply

Price Quote

This price quote is being prepared for Alex Hamilton for the Ventura County Fire Department on September 11, 2014 for multiple sets of Holmatro® Rescue Tools to be purchased under the AFG Grant. All tools will come with CORE Technology™. This quote is good for 90 days or until the next factory price increase.

Qty	Article Number	Description	Price	Extension
8	158.152.178	SR20PC2 Power Units	\$7,603	\$60,824
11	158.152.175	SR10PC1 Power Units	\$4,810	\$52,910
8	158.012.101	4240 Spreaders	\$6,583	\$52,664
8	158.012.099	4055NCT Cutters	\$5,922	\$47,376
8	158.032.014	4350 Telescopic Rams	\$4,574	\$36,592
8	158.032.013	4340 Telescopic Rams	\$3,708	\$29,664
3	158.012.062	4150 Combi-tool	\$4,690	\$14,070
2	158.032.012	4332 Rams	\$3,897	\$ 7,794
33	158.572.1XX	32' CORE Hose lines	\$ 836	\$27,588
1	350.321.006	HLB 5 Lifting Bag	\$ 616	\$ 616
1	350.321.008	HLB12 Lifting Bag	\$ 794	\$ 794
1	350.321.010	HLB20 Lifting Bag	\$1,095	\$ 1,095
1	350.321.013	HLB32 Lifting Bag	\$1,359	\$ 1,359
1	350.321.015	HLB64 Lifting Bag	\$2,652	\$ 2,652
1	358.582.004	HLB PKG A-2	\$1,616	\$ 1,616
Subtotal				\$337,614
Tax 7.50%				\$25,321
Total				\$362,935

Price includes shipping, delivery, dealer setup and training in the use and care of your Holmatro® Rescue Tools.

If you have any questions regarding this quote or about any other Holmatro® products, please call me at 805-341-3614 or djackson@holmatro-fs3.com.

Sincerely,

Dane Jackson

Phone 800.388.6607 Fax 714.832.5296
P.O. Box 10817 · Santa Ana, California 92711-0817

ATTACHMENT

Page 3 of 3



Meeting Date: 10/21/2014

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

Prepared By: Jeremy Grant, Wastewater Environmental Specialist Agenda Item No. 5-8Reviewed By: City Manager JM City Attorney JBB Finance JC Public Works**DATE:** October 8, 2014**TO:** City Council**FROM:** Daniel Rydberg, Interim Utilities Director DR
Utilities Department**SUBJECT:** Professional Services Agreement with Carollo Engineers, Inc. to provide Local Limits Evaluation for Wastewater Pretreatment Reporting Requirements under the National Pollutant Discharge Elimination System (NPDES) (Agreement No. A-7114)**RECOMMENDATION**

That City Council:

1. Approve and authorize the Mayor to execute an agreement with Carollo Engineers, Inc., in the amount of \$475,103 to provide a Local Limits Evaluation for Wastewater Pretreatment Reporting Requirements under the NPDES (Agreement Number A-7114).
2. Approve the appropriation of funds in the amount of \$475,103 from the Wastewater Treatment Operating Fund Balance to provide funding for Agreement No. A-7714 with Carollo Engineers.

DISCUSSION

The City of Oxnard's Wastewater Treatment Plant NPDES Permit requires the City to have a federally approved pretreatment program. The goal of the pretreatment program is to protect the City's wastewater collection system, the wastewater treatment plant and the receiving waters from the pass through or interference associated with pollutant discharges. In June 2013, the City of Oxnard received its reissued NPDES permit CA0054097, adopted by the Regional Water Quality Control Board (Regional Board) on June 6, 2013, via Board Order No. R4-2013-0094.

The Federal Environmental Protection Agency (EPA) regulations require that Publicly Owned Treatment Works (POTWs) with approved programs must "provide a written technical evaluation of the need to revise local limits under 40 CFR 403.5(c)(1), following permit issuance or reissuance" [40 CFR 122.44(j)(2)(ii)]. The last local limits evaluation was conducted in October 1999, establishing the City's current technically based local discharge limits as Oxnard City Council Resolution No. 11,671.

Additionally, the City is interested in establishing an appropriate limit for Total Dissolved Solids (TDS) as it pertains to the planned operation of the Advanced Water Purification Facility (AWPF). Its reverse

Professional Services Agreement with Carollo Engineers, Inc. to provide Local Limits Evaluation for Wastewater Pretreatment Reporting Requirements under the National Pollutant Discharge Elimination System (NPDES) (Agreement No. A-7114)

October 8, 2014

Page 2 of 3

osmosis membranes were designed for an average influent TDS of 1,750 mg/L, and a range of 1,590 – 1,850 mg/L.

On February 10, 2014, the Water Resources Division – Wastewater Section issued a Request for Proposal (RFP) for qualified firms to perform a local limits evaluation and provide a written technical evaluation report in conformance with the City's NPDES permit's Pretreatment Reporting Requirements. The RFP was sent to eleven firms, advertised on the City's Website, and in the local newspaper. Three consulting firms submitted proposals. The selection panel reviewed and ranked the proposals according to the statements of qualifications. Selection criteria included the Scope of Work, Staffing Plan, Experience and Past Performance, Local Understanding and Experience and Schedule. Of the three firms, Carollo Engineers, Inc. was selected as the most qualified to perform the work. The total cost of these services is \$475,103.

Local limits are intended to protect the POTW from adverse impacts of conservative, nonconservative, and organic toxic pollutant discharges from industrial (nondomestic) users (IU). Local limits are developed to achieve the following fundamental objectives:

- Prevent the introduction of pollutants into the POTW that could interfere with its operations, such as activated sludge and anaerobic digestion.
- Prevent pass-through of pollutants in concentrations that could violate applicable water quality standards or the POTW's NPDES effluent limits. Consideration is given to existing and future limits.
- Prevent excessive build-up of pollutants in the POTW sludge that could limit sludge uses or disposal alternatives.
- Protect worker safety in the collection, treatment, and disposal systems.

The process of calculating technically based local limits is very involved and requires an extensive evaluation of such elements as the City's NPDES permit, receiving water limitations, the industrial, commercial and domestic wastewater contributions to the treatment plant as well as treatment plant removal efficiencies and instances of inhibition or pass through. The tasks defined in the scope of services for Agreement No. A-7714 with Carollo Engineers includes:

- Task 1 - the development of a sampling plan and testing plan
- Task 2 - the coordination and conduction of field work required to implement the sampling plan and the completion a Local Limits Data Report
- Task 3 – the development of local limits and completion of a Local Limits Evaluation Report including the limit for TDS.
- Task 4 – periodic status reports, facilitation of two workshops with dischargers, presentation of local limit study results to the City Council and to the Regional Board.
- Task 5 – the evaluation and potential impacts the local limits will have on the City's current industries
- Task 6 – comparison of alternative calculations or site specific limits for constituents that are identified in Task 5 as restrictive to some industries.

Professional Services Agreement with Carollo Engineers, Inc. to provide Local Limits Evaluation for Wastewater Pretreatment Reporting Requirements under the National Pollutant Discharge Elimination System (NPDES) (Agreement No. A-7114)

October 8, 2014

Page 3 of 3

Staff and Carollo Engineers will return to City Council to present the Local Limits Evaluation Report and to amend Resolution No. 11,671 adopting the updated local discharge limits into the City's wastewater system. The Local Limits Evaluation Report will be presented to the industrial community and representatives from the local chambers of commerce.

FINANCIAL IMPACT

The attached Special Budget Appropriation allocates \$475,103 from the Wastewater Treatment Operating Fund Balance to provide funding for Agreement No. A-7714 with Carollo Engineers, Inc.

Attachment #1 - Agreement No. A-7714

Attachment #2 - Special Budget Appropriation

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 21st day of October, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and Carollo Engineers, Incorporated ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as either architectural, landscape architectural, engineering, or land surveying services; and

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

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

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Penny Carlo as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on October 21, 2014 and expire on October 21, 2015.

13. Termination

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

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

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$475,103 for services provided under this Agreement at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation

and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

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

20. Confidentiality of Information

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

21. Indemnity

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

22. Insurance

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

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

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

If, in performing the services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the services set forth in this Agreement.

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not

discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

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

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to 199 South Los Robles, Suite 530, Pasadena, California 91101 Attention: Penny Carlo, Project Manager.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Wastewater Division, 6001 Perkins Road, Oxnard, California 93030, Attention: Jeremy Grant, Project Manager.

41. Amendment

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

42. Entire Agreement

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

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor

H. Stephen McDonald, P.E. / Lou Conell, P.E.
Senior Vice President / Exec. Vice President

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

for

Stephen M. Fischer, Interim City Attorney

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Daniel Rydberg
Utilities and Engineering Manager

Exhibit A

Scope of Services

Consultant shall conduct a local limits evaluation and provide a written technical evaluation report. The report shall include all of the documentation used to evaluate and select technically based local limits for industrial discharges into the Oxnard Wastewater Treatment Plant (OWTP) and its associated wastewater collection system. The local limits must be technically defensible and must be designed to help achieve the following fundamental objectives:

- Prevent the introduction of pollutants into the OWTP that could interfere with its operations, such as activated sludge, anaerobic digestion, or advanced treatment for recycled water.
- Prevent pass-through of pollutants in concentrations that could violate applicable water quality standards or the OWTP's National Pollutant Discharge Elimination System (NPDES) effluent limits. Consideration should be given to existing and anticipated future limits.
- Prevent excessive build-up of pollutants in the OWTP biosolids that could limit biosolids uses or disposal alternatives.
- Protect worker safety in the collection, treatment, and disposal systems.

Consultant shall conduct all of the following activities in accordance with the Environmental Protection Agency (EPA) Local Limits Development Guidance (EPA 833-R-04-002A July 2004) and the Oxnard Wastewater Treatment Plant's NPDES Permit No. CA0054097.

TASK 0 PROJECT MANAGEMENT

\$28,898

Provide oversight and management of the Local Limits Evaluation and all deliverables. Provide monthly status reports to the City on project budget and status. Coordinate and participate in meetings, phone calls and emails. All deliverables shall be presented in draft form to the City, and receive approval, prior to the Final Report and supporting documents. Manage the subconsultants and their scopes, schedules, and budgets.

This task includes budget for a kickoff meeting with OWTP pretreatment staff. The purpose of the meeting will be to review OWTP's goals and objectives, review project tasks and schedule, regulatory requirements and constraints, and local issues/concerns. The meeting will include a review of the OWTP's current processes and programs, projects anticipated in the Public Works Master Plan, the Advanced Water Purification Facility (AWTF), the Groundwater Recovery Enhancement and Treatment (GREAT) projects, and the recycled water program. Information on the industrial sector, the current collection system, and wastewater variability within the service area, particularly with respect to salinity sources will be discussed. The discussions will help frame the approach and priorities for the local limits evaluation and the Total Dissolved Solids (TDS) reduction goals.

TASK 1 DATA REVIEW AND SAMPLING PLAN

\$63,979

Consultant shall review NPDES Permit No. CA0054097, existing analytical data, applicable regulations and guidelines for the development of local limits. Consultant shall prepare a report concerning the following items:

Task 1.1 Identify Pollutants of Concern, Data Gaps, and Format Data for Analysis

Review the NPDES Permit, anticipated future regulations regarding effluent, biosolids, air, and water reuse to identify the pollutants of concern that will be addressed in this local limits evaluation.

Identify missing or deficient wastewater and sludge sampling and analytical data necessary for the local limits evaluation. (For example, there are no recent data for the residential sectors.) Review groundwater monitoring data that may provide indications of groundwater infiltration as a source of salinity.

Task 1.2 Data Needs

Recommend whether additional pollutant data or physical facility information is necessary to conduct the local limits evaluation.

Task 1.3 Develop Sampling and Testing Plan

Develop a Sampling and Testing Plan (STP) and procedures necessary to collect missing or deficient data. The City will approve the STP prior to Consultant proceeding.

Select up to four (4) sewer sampling sites within the City's service area that are primarily residential in nature, through collaboration with OWTP staff. Consider socioeconomic levels, older vs. newer areas, low vs. high groundwater table, etc.

Also consider selective sites for industrial/commercial business sampling and testing. Consultant shall review potential site locations with City staff and select sites that have adequate features for reliable auto-sampler operation, no history of obstructions or problematic flows, easy access, and safety of the field crew.

Identify sites and sampling methods for flow streams within the OWTP (influent, secondary effluent, final effluent, digester influent flow streams, dewatered biosolids).

Develop schedule and logistics for conducting the sampling plan. Consider the need for day of the week, versus weekend sampling (to capture industrial activity). Assume residential sewer sampling and OWTP in-plant sampling occur during different weeks.

Develop a chain of custody assignment for tracking the collection and delivery of the samples to the testing laboratory.

Develop a draft STP, and submit to the City for comment. Incorporate comments, and deliver a Final STP.

Deliverables:

- Draft Sampling and Testing Plan
- Final Sample and Testing Plan

TASK 2 SAMPLING PROGRAM IMPLEMENTATION AND DATA REPORT

\$222,330

Consultant shall provide a full-service sampling program. Coordinate and conduct all field work required to implement the sampling plan developed in Task 1. This task includes budget for all laboratory analyses by a contract laboratory established in the Sampling Plan. The contract laboratory shall be certified by the State of California for the analysis of water and wastewater samples. Samples will be collected at the OWTP and at residential sewer sites within the service area for seven (7) consecutive days. The OWTP in-plant sampling and the residential sampling will occur during different weeks.

2.1 Coordination and Chain of Custody

Coordinate with OWTP staff prior to implementing residential and in-plant sampling. Coordinate with the contract laboratory for sample analysis, preparation of sample bottles, ice chests, development of chain of custody forms, and establish schedule and logistics for sample handling and delivery. Samples will be delivered to the laboratory once per day. Coordinate with the field crew prior to beginning the sampling program.

2.2 Implementation

2.2.1 Install area velocity flow meters in the four residential sewers and the three influent trunk lines entering the OWTP upstream of recycled flows, for the collection of flow data for fourteen (14) consecutive days. The flow trends will be used to program the auto-samplers for 24-hour flow-proportioned sample collection and also to correlate diurnal salinity trends, in conjunction with Task 2.2.2.

2.2.2 Install continuous electrical conductivity (EC) meters in each of the four residential sewer locations and at the three trunk lines entering the OWTP upstream of recycle flows. The EC concentration trends will be used in the consideration of the TDS local limit. EC meters will be installed concurrent with the flow meters for collection of continuous EC concentration data for fourteen (14) days.

2.2.3 Install auto-samplers at the four residential sewer sites for collection of samples for seven (7) consecutive days (or fewer for some constituents). Consultant shall collect 24-hour flow-proportioned composite samples as well as grab samples for constituents as mandated by the EPA (oil and grease, volatile organic compounds, cyanide, etc.). Grabs will be collected four (4) times per day, according to EPA protocol.

2.2.4 Collect samples at the OWTP for seven (7) days (or fewer for some constituents). For the influent, samples will be collected at three trunk lines upstream of the headworks and manually composited. Consultant shall provide the auto-samplers for the three trunks. Collect samples of secondary effluent and final effluent, using OWTP auto-samplers (24-hour flow-proportioned samplers). Grabs will be taken for the digester influent samples and dewatered biosolids.

2.3 Data Reduction

Compile laboratory results and data reduction into spreadsheet tables for the local limits analysis. Upload flow metering and continuous EC concentrations into Excel spreadsheets for determinations of diurnal EC loadings.

2.4 Sampling Program Report

Develop a draft report summarizing and documenting the sampling program field work, and tabulated laboratory results, and submit to the City for review. Incorporate review comments, and submit a Final Local Limits Data Report. Include the Final Local Limits Data Report as an Appendix to the Final Local Limits Evaluation Report.

Deliverables:

- Draft Local Limits Data Report
- Final Local Limits Data Report

TASK 3 DEVELOPMENT OF LOCAL LIMITS

\$64,273

Task 3.1 Local Limits Calculations

Consultant shall use the results of the Sampling Program (Task 2), other relevant data and information provided by the City, including, but not limited to NPDES limits, professional judgment, EPA guidance, Regional Water Quality Control Board (RWQCB) guidance, to develop limits for the pollutants with effluent limitations in the City's NPDES permit and those pollutants that may be in future permits.

Consultant shall also evaluate salinity constituents as they pertain to the planned operation of the Advanced Water Purification Facility (AWPF). In addition to total dissolved solids (TDS), constituents may include sulfate, calcium, barium, strontium, fluoride, and phosphate. Develop a TDS limit that considers the various sources (infiltration and inflow, residential and industrial contributions) and diurnal fluctuations.

Task 3.2 Local Limits Evaluation Report

Prepare a draft Local Limits Evaluation Report, including all calculations and a written explanation that justifies the criteria used to determine the limits. If consultant is recommending elimination of a limit for any pollutant for which a limit presently exists, or not developing a limit for a pollutant with an effluent discharge violation, the consultant shall include a written explanation, to the satisfaction of the City and the RWQCB. Consultant shall prepare the Local Limits Evaluation Report in a format that is acceptable for submittal to the Los Angeles Regional Water Quality Control Board.

Deliverables:

- Draft Local Limits Evaluation Report
- Final Local Limits Evaluation Report

TASK 4 PRESENTATIONS/MEETINGS

\$52,448

In addition to any necessary visits during the development process, that are identified in the tasks above, the consultant will attend and explain the development process and recommendations for up to five meetings in Oxnard:

- Task 4.1** Presentation of the report to Public Works staff
- Task 4.2** Two workshops with dischargers
- Task 4.3** Presentation at a City Council meeting
- Task 4.4** Meeting with Regional Water Quality Control Board Staff

Deliverables:

- Meeting Agendas and Summaries (5)
- Powerpoint Presentations (5)

TASK 5 INDUSTRY IMPACTS

\$28,432

Task 5.1 Industry Impacts

The Consultant shall evaluate the potential impact the local limits will have on the City's current industries (38 Significant Industrial Users (SIUs) including 13 Categorical Industrial Users (CIUs)). Existing monitoring data from current industrial users will be compared to the proposed limits.

Deliverable:

- Table listing each proposed limit and industries with historic data indicating a potential to exceed the proposed limit, and suggestions for potential alternate calculation methods.

TASK 6 ALTERNATIVE CALCULATIONS / SITE SPECIFIC LIMITS

\$14,743

Task 6.1 Site Specific Limits

The Consultant shall compare alternative calculations or site specific limits for constituents that are identified in Task 5 as restrictive to some industries. The results and recommendations may be incorporated into the Local Limits Report. Consultant shall submit the findings to the City for review and acceptance prior to incorporation into the Local Limits Report.

The level of effort for this task is limited to the budget provided. The extent of the potential impacts to industry (Task 5) cannot be anticipated at this time.

Deliverable:

- Calculations and Summary Table

ASSUMPTIONS

This scope of work does not involve revisions to the Oxnard sewer ordinance.

The OWTP will provide a staging area for storage and organization of the sample bottles, ice chests, supplies, and for daily storage of samples for pickup by the laboratory.

The City will provide monitoring data compiled in spreadsheet format to facilitate comparison and use by the Consultant.

If, after initial discussions with the City and after evaluating TDS data, it is determined that sampling should occur over a longer time frame, the project schedule may be extended with an amendment as to effort for this scope of services.

It is understood there are no industry data for TDS or other salinity constituents. Sampling industries for salinity would be implemented by the City. The data needs and schedule will be discussed in Task 1.

CITY OF OXNARD		WEEKS FOLLOWING NOTICE TO PROCEED																													
LOCAL LIMITS EVALUATION		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Task/Subtask Descriptions																															
Task 0	Project Management																														
0.1	Project Management	◻	◻	◻	◻	◻	◻	◻	◻	◻	◻	◻	◻	◻	◻	◻	◻	◻	◻	◻	◻	◻	◻	◻	◻	◻	◻	◻	◻	◻	◻
Task 1	Data Review and Sampling Plan																														
1	Data Acquisition and Reduction	●	◻	◻																											
1.1	Data Needs		◻	◻	◻	◻																									
1.2	Sampling Plan (draft and final)			◻	◻	◆	◻	■																							
Task 2	Sampling Program Implementation																														
2.1	Coordination					◻	◻	◻	●	◻	●	◻	◻	◻	◻	◻	◻														
2.2	Implementation										◻	◻	◻	◻	◻	◻	◻														
2.3	Data Reduction													◻	◻	◻	◻	◻	◻	◻											
2.4	Sampling Program Report (draft and final)																			◆●		■									
Task 3	Development of Local Limits																														
3.1	Local Limits Calculations																				◻	◻	◻	◻	◻						
3.2	Local Limits Development Report																									◆	◻				■
Task 4	Presentations/Meetings																														
4.1	Presentation to Public Works Staff																										◻	●			
4.2	Two Workshops for Dischargers									●																		◻	●		
4.3	Presentation to City Council																											◻	●		
4.4	Meeting With the RWQCB						●																								
Task 5	Industry Impacts																														
5.1	Industry Impacts																							◻	◻	●					
Task 6	Alternative Calculations/Site Specific Limits																														
6.1	Site Specific Limits																														

◻

Work Progress

●

Meetings

◆

Draft Deliverable

■

Final Deliverable

□	Work Progress
●	Meetings
◆	Draft Deliverable
■	Final Deliverable

**EXHIBIT C
RATE SCHEDULE**

The basis of compensation shall be time and materials not to exceed \$475,103.

Consultant shall invoice the City for progress payments on a monthly basis. Invoices are due and payable within thirty days of receipt.

A retainer of \$0 will be required in advance of start of work. This retainer will be credited against the last invoice on this project.

Consultant has established the following billing rates for professional consulting services:

**STANDARD HOURLY RATES AND BILLING ARRANGEMENTS
(Effective January 1, 2014)**

Hourly rates for professional and administrative personnel are as follows:

Position	Hourly Rate
Senior Professional	\$265.00
Lead Project Professional	\$245.00
Project Professional	\$225.00
Professional	\$190.00
Assistant Professional	\$155.00
Senior Technician	\$145.00
Field Technician	\$125.00
Document Processing/Clerical	\$ 95.00
Subconsultants	Cost +5%
MV Engineering	\$200.00
JR's Environmental	\$125.00

Other Direct Costs (ODC) include laboratory costs with 5 percent markup.

EXHIBIT C
SCHEDULE OF COSTS

EXHIBIT C														
Local Limits Evaluation														
Schedule of Cost														
Task	Sub Task	Description		<Vice President> <Senior Professional>	<Project Manager> <Lead Project Professional>	<Project Engineer> <Project Professional>	<Project Engineer> <Professional>	<Project Engineer> <Assistant Professional>	<CADD/Graphics> <Senior Technician>	<Word Processing> <Rate>	JR'S ENVIRONMENTAL SERVICES	INV ENGINEERING	ODCs (laboratory fees, 5% markup for subconsultants and laboratory)	Total
0	0	Overall Project Managment												
	0.1	Project Management	hr	12	40	40	12	0	0	36	0	6		146
			\$	\$3,180	\$9,800	\$9,000	\$2,238	\$0	\$0	\$3,420	\$0	\$1,200	\$60	\$28,898
1	1	Data Review and Sampling Plan												
	1.1	Data acquisition and reduction	hr	2	24	24	8	32	0	0	0	40		130
	1.2	Data Needs	hr	0	8	8	2	24	0	0	0	10		52
	1.3	Sampling Plan (draft and final)	hr	2	12	12	6	60	8	6	4	40		150
			\$	\$1,060	\$10,780	\$9,900	\$3,104	\$17,980	\$1,160	\$570	\$500	\$18,000	\$925	\$63,979
2	2	Sampling Program Implementation												
	2.1	Coordination	hr	2	25	25	11	68	6	2	8	10		157
	2.2	Implementation	hr	0	2	0	20	60	0	2	439	8		531
	2.3	Data Reduction	hr	0	0	8	3	40	0	0	0	10		61
	2.4	Sampling Program Report (draft and final)	hr	5	12	12	11	60	0	24	0	0		124
			\$	\$1,855	\$9,555	\$10,125	\$8,625	\$35,340	\$870	\$2,660	\$72,500	\$5,500	\$75,300	\$222,330
3	3	Development of Local Limits												
	3.1	Local Limits Calculations	hr	2	8	8	4	48	2	4	0	72		148
	3.2	Local Limits Development Report	hr	5	12	12	12	60	0	24	0	72		197
			\$	\$1,855	\$4,900	\$4,500	\$3,088	\$16,740	\$290	\$2,660	\$0	\$28,800	\$1,440	\$64,273
4	4	Presentations/Meetings												
	4.1	Presentation to Public Works Staff	hr	4	8	8	5	16	8	2	0	10		61
	4.2	Two Workshops for Dischargers	hr	6	16	16	11	12	4	2	0	10		77
	4.3	Presentation to City Council	hr	6	8	8	8	24	16	0	0	10		80
	4.4	Meeting with the RWQCB	hr	6	8	9	6	5	0	2	0	10		46
			\$	\$5,830	\$9,800	\$9,225	\$5,728	\$8,835	\$4,060	\$570	\$0	\$8,000	\$400	\$52,448
5	5	Industry Impacts												
	5.1	Industry Impacts	hr	2	4	12	9	120	4	12	0	10		173
			\$	\$530	\$980	\$2,700	\$1,802	\$18,600	\$580	\$1,140	\$0	\$2,000	\$100	\$28,432
6	6	Alernative Calculations/Site Specific Limits												
	6.1	Site Specific Limits	hr	2	4	12	5	60	0	3	0	0		86
			\$	\$530	\$980	\$2,700	\$948	\$9,300	\$0	\$285	\$0	\$0	\$0	\$14,743
		Total												2,220 \$475,103

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. A-7714
300 West Third Street, Suite 302
Oxnard, California 93030

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

9/14

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE				ISSUE DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER City of Oxnard Attn: Risk Manager Reference No. A-7714 300 W. Third Street, Suite 302 Oxnard CA 93030			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

Rev. 9/14

INS-A.doc

INS-A.doc

INS-A.doc

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works

Date: October 21, 2014

Project/Program

Manager: Daniel Rydberg

Phone: 385-8055

Reason for Appropriation:

To fund Agreement No. A-7714 for Carollo Engineers to perform a local limits evaluation and provide a technical evaluation report in conformance with the National Pollutant Discharge Elimination System permit's Pretreatment Reporting Requirements.

Accounts and Descriptions

AMOUNT

Fund: **WASTEWATER TREATMENT OPERATING (621)**

Expenditures/Transfers Out

Wastewater Treatment Services (6202)

621-6202-842-8209 SERVICES - OTHER PROFESSIONAL 475,103

Sub-total Expenditures 475,103

Net Change to Wastewater Treatment Fund Balance (475,103)

Net Appropriation Change 475,103

Approvals

Department Director

Daniel Rydberg

Chief Financial Officer

James Camera

City Manager

REQUIRES CITY COUNCIL AUTHORIZATION

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

Attachment No. 2

Page 1 of 1



Meeting Date: 10/21/14

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

Prepared By: Thien Ng, P.E., Senior Civil Engineer *Thien Ng* Agenda Item No. S-9Reviewed By: City Manager *JM* City Attorney *RT* Finance *JIC* Public Works**DATE:** October 8, 2014**TO:** City Council**FROM:** Daniel Rydberg, P.E., Interim Utilities Director *DR*
Utilities Department**SUBJECT:** First Amendment to Agreement with KEH & Associates, Inc. for Wastewater and Stormwater Operations, Management and Assessment (Agreement No. A-7672)**RECOMMENDATION**

That City Council:

1. Approve and authorize the Mayor to execute a First Amendment to the Agreement with KEH & Associates, Inc. for Wastewater and Stormwater Operations, Management and Assessment (Agreement No. A-7672), in the amount of \$872,187 to bring the total amount to \$3,147,542 for the provision of Phase 2 services.
2. Approve the transfer of funds in the amount of \$872,187 from various Water projects to provide funding for this amendment.

DISCUSSION

On May 13, 2014, the Council approved Phase 1 services with KEH & Associates, Inc. for Wastewater and Stormwater Operations, Management and Assessment in the amount of \$2,275,355 to provide the required Chief Plant Operator function to manage the Wastewater Treatment Plant operations and oversee the training of the five Operators-in-Training in order to comply with federal and state regulations, and to be in compliance with the City's discharge permit. Phase 1 services included those services necessary to complete the highest priority administrative, regulatory, and maintenance functions related to wastewater and stormwater operations, management and assessment. Finally, Phase I services assisted the City with the completion of regulatory reports, evaluating and updating of standard operating procedures, training of staff and the transition of the operation and management of the wastewater system back to City staff. At the time, the full agreement contemplated a series of amendments for future phases.

Staff has now identified a number of Phase 2 tasks that KEH & Associates, Inc. will need to complete prior to the anticipated startup of the Advanced Water Purification Facility (AWPF) in February 2015. This First Amendment amends and adds certain tasks for Phase 2 services as follows:

**First Amendment to Agreement with KEH & Associates, Inc.
for Wastewater and Stormwater Operations, Management and Assessment
(Agreement No. A-7672)
October 8, 2014
Page 2**

- Amends Task 0 (Program Management) by amending the subtasks previously provided as part of Phase 1;
- Amends Task 1 (Plant Operations Groundwater Recovery Enhancement and Treatment (GREAT) Program Startup and Desalter Startup) by amending subtask 1.9 to more clearly delineate the scope of “pre” start-up activities, amending subtask 1.1 to more clearly delineate the scope of start-up activities and adding subtask 1.13 to assign work related to Blending Station No. 1 Groundwater Facility start-up and operation.
- Amends Task 2 (GREAT Program Permitting to meet State Water Resources Control Board (Water Boards) Regulations) by amending subtask 2.5 and adding subtasks 2.5 through 2.11. The additional subtasks include developing a permitting plan for GREAT Program startup to address outstanding issues, permit review for salinity management pipeline temporary use, golf course regulatory permitting, preparation of a spill control and countermeasures plan report for Oxnard Wastewater Treatment Plant regulatory compliance and preparation of a plan for the AWPf and recycled water system backbone.

FINANCIAL IMPACT

Funding for the services specified under the First Amendment of Agreement No. A-7672 with KEH & Associates in the amount of \$872,187 is recommended from various capital improvement projects funded by the Water Operating Fund that can either be closed or deferred until next fiscal year.

Attachment #1 – First Amendment to Agreement No. A-7672
Attachment #2 – Special Budget Appropriation

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 21st day of October, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and KEH & Associates, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on May 13, 2014, by City and Consultant.

City and Consultant agree as follows:

1. Effective October 21, 2014, in Section 1 of the Agreement, Exhibit A is supplemented with Exhibit A1, attached hereto and incorporated herein by reference.
2. Effective October 21, 2014, in Section 8 of the Agreement, Exhibit B is supplemented with Exhibit B1, attached hereto and incorporated herein by reference.
3. In Section 14a of the Agreement, the figure "\$2,275,355" is deleted and replaced with the figure "\$3,147,542."
4. Effective October 21, 2014, in Section 14a of the Agreement, Exhibit C is supplemented with Exhibit C1, attached hereto and incorporated herein by reference.
5. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor

Kenneth E. Hume, President
KEH & Associates, Inc.

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

Stephen M. Fischer, Interim City Attorney

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Daniel Rydberg, Utilities and Engineering Manager

EXHIBIT A1
SCOPE OF WORK – PHASE 2

Task 0 – Program Management

Phase 2 \$68,856

Project Progress Meetings will be held with the City, and other pertinent parties to support the Phase 2 scope of work. Additional meetings will be held, if deemed necessary, by the Program Manager or the City. Regular meetings will be attended by the City Project Manager, Consultant Assistant Program Manager, and, if necessary, Consultant Program Manager, pertinent Consultant team members and City staff. The meetings will be used to discuss project progress, outstanding issues, problems and solutions to problems that might arise during the course of project activity, and proactively address any issues related to the activities identified under the Phase 2 scope of work. The following subtasks are included under Task 0:

Consultant will undertake the following as part of additional needs related to Phase 2 of Task 0:

- Task 0.3 Conduct & Attend Project Progress Meetings
- Task 0.4 Prepare Meeting Notes
- Task 0.5 Coordinate the Efforts of the Project Team
- Task 0.6 Track Project Progress
- Task 0.7 Prepare Monthly Progress Reports and Earned Value Analysis
- Task 0.8 Monitor the Project Budget
- Task 0.9 Manage Project Financials Including Invoicing and Accounts Payable

Task 1 - Plant Operations

Phase 2 \$536,212

Groundwater Recovery Enhancement and Treatment (GREAT)
Program Startup and Desalter Startup

Consultant will undertake the following as part of Phase 2 of Task 1:

- Task 1.9 Pre-startup Activities in Support of GREAT Program Startup and Initial Operation.
 - Update existing startup documentation
 - Meetings and Coordination with system suppliers (Pall, Trojan, Prousys, Cortech, Valve Supplier) for inspection and startup support
 - Perform Surge Analysis for Backbone Pipeline
 - Provide coordination of training for Advanced Water Purification Facility (AWPF) equipment and overall system (unit process training by system suppliers)
 - Inspect existing facilities & develop startup punch list
 - Prepare system startup plan & checklists
 - Coordinate with chemical suppliers for deliveries & potential haul-off of existing chemicals
 - Meetings with City for plan preparation and review (5 two-hour meetings plus prep time)

Task 1.10 Startup of GREAT Program including AWPf, Recycled Water Backbone System, and River Ridge Golf Course Recycled Water System

The following subtasks shall be undertaken in support of the above task item. Coordination also provided with City furnished system suppliers, chemical deliveries and materials needed for startup.

AWPF Startup

- Perform Equipment Check Out
 - Electrical Panel Checkouts
 - Local Control Panel Checkouts
 - Lift Pumps
 - Microfiltration (MF) Area Equipment
 - Reverse Osmosis (RO) Area Equipment
 - Ultra Violet (UV) Area Equipment
 - Decarbonator Area Equipment
 - Finished Water Pump Station (FWPS) Area Equipment
 - Chemical Feed Area Equipment
 - Effluent Sampling Equipment
 - Recycled Water Sampling Equipment
 - Valve Vault and Reverse Osmosis Concentrate (ROC) line
- Perform Functional Test
 - Supervisory Control and Data Acquisition (SCADA) Communications Checks
 - Lift Pump Station
 - MF
 - RO
 - UV
 - Decarbonator
 - Finished Water Pump Station
 - Chemical Feed System (All chemicals, materials and supplies associated with AWPf and recycled water distribution system startup shall be provided by City)
 - Effluent Sampling System
 - Recycled Water Sampling System

Recycled Water Backbone Distribution System Inspection and Testing

- Surge Evaluation
- Alignment Walkthrough
- Inspect Air Vacuum Valve Replacements
- Valve Inspection and Testing
- Prepare Technical Memorandum

River Ridge Golf Course Commission

- Perform Golf Course Retrofit Plan Check
- Support City with Golf Course Retrofit Contractor Selection
- Coordinate activities for Golf Course Cross Connection Test

Performance Testing

- Plant Performance Testing
- Backbone Distribution Testing
- Golf Course Testing

Task 1.13 Blending Station #1 Groundwater Desalter Facility Start-up and Operations

The following subtasks shall be undertaken in support of the City's Groundwater Desalter Facility:

- Review water system regulatory requirements
- Review specifications and details for Reverse Osmosis (RO) feed-to-waste valve and contact valve supplier for replacement scope and quote
- Review Desalter design in preparation for re-commissioning
- Attend weekly meetings with City staff
- Coordinate process engineering services for system trouble shooting during re-commissioning
- Work with City staff to develop a plan for immediate start-up needs
- Assist City staff in implementation of recommendations from May 2014 Groundwater Desalter Re-Commissioning Report
- Meet with Plant Operations Staff and review plant historical data
- Conduct general inspection and assessment of pre RO ancillary equipment condition and operations
- Conduct general inspection and assessment of post RO ancillary equipment condition and operations
- Conduct RO Trains inspection and assessment of the current RO System operations
- Conduct Clean In Place (CIP) System inspection
- Identify action items required prior to putting the RO System in full operation
- Provide field services during re-commissioning
- Prepare Re-commissioning Report
- Develop initial process training program for operations staff
- Undertake Programmable Logic Controller (PLC)/Supervisory Control and Data Acquisition (SCADA) Controls Review to assess process operation (does not include software programming audit)
- Undertake Data Normalization Review
- Prepare Interim Operating Procedures
- Provide additional as-needed services such as additional operator training seminars, in depth troubleshooting, process monitoring and/or field visits (maximum of \$12,000.00 through June 30, 2015 included in contract costs)
- Coordinate procurement of chemicals needed to undertake one (1) clean-in-place of RO units (chemical purchase order & markup included in contract costs)
- Provide CIP Supervision (assumes 5 days on-site CIP Supervision)
- Provide initial operations assistance (assumes 5 days on-site assistance)
- Prepare water quality testing protocol for RO performance (Note: Scope of services does not include laboratory testing services)
- Review water quality testing data

Task 2 - GREAT Program Permitting

Phase 2 \$267,119

to meet State Water Resources Control Board (Water Boards) Regulations

Consultant will undertake the following as part of Phase 2 of Task 2:

Task 2.5 Develop a Permitting Plan for GREAT Program Startup to Address Outstanding Issues, Schedule, Needed Deliverables, Agency Interactions.

The following subtasks shall be undertaken in support of the above task item

- Prepare schedule for anticipated AWPf water delivery
- Attend meetings with Water Boards regarding final use permitting (assume 3 meetings each, 8 hours including prep)
- Prepare an Implementation Plan to address outstanding issues in order to obtain necessary permits

Task 2.7 Permit Review for Salinity Management Pipeline (SMP) Temporary Use

The following subtasks shall be undertaken in support of the above task item

- Contact Calleguas Municipal Water District for SMP user information
- Using a mass balance approach, estimate blend quality
- Contact Water Boards regarding potential use of blended water for irrigation/Title 22 reuse
- Identify requirements for permitting use of blended water for irrigation
- Prepare a Technical Memorandum discussing use of the SMP and potential issues and schedule if allowed by Water Boards
- Identify requirements for amendment of Title 22 Engineering Report for Non-groundwater Recharge Recycled Water Use, March 2008, if necessary
- Review SMP use related Waste Discharge Requirements if necessary
- Attend up to three meetings each with Water Boards
- Coordinate Water Boards requirements with Calleguas, SMP users and Design Consultants for the Hueneme Road Recycled Water Pipeline Phase 2
- Attend up to three meetings with City and others to coordinate Recycled Water Use Ordinance and Permits (by others) as they relate to Water Boards requirements.

Task 2.8 - Golf Course Regulatory Permitting

The following subtasks shall be undertaken in support of the above task item

- Review Waste Discharge Requirements (WDR) for irrigation
- Meet with Water Boards to discuss requirements
- Prepare engineering report for Golf Course
- Submit report to Water Boards with AWPf Operations Plan for review and approval

Task 2.10 - Prepare Spill Control & Countermeasure (SPCC) Plan Report for Oxnard
Wastewater Treatment Plant (OWTP) Regulatory Compliance

The following subtasks shall be undertaken in support of the above task item

- Undertake investigations and prepare draft report
- City review, final report preparation and meetings

Task 2.11 Prepare Operations Plan for AWPf and Recycled Water Backbone System

- Update regulatory documents for plan requirements
- Assemble existing information regarding AWPf operations
- Assess staffing requirements, create position matrix & responsibilities; establish staffing plan
- Prepare Operations Plan for AWPf
- Meetings with City for plan preparation and review (assume 3 two-hour meetings and preparation time)

**EXHIBIT B1
SCHEDULE**

Task Description	Estimated Completion
Notice to Proceed (NTP)	October 22, 2014
AWPF Equipment Check Out / Inspection	December 2014
AWPF Functional Testing / Start Performance Testing	January 2015
Recycled Water Backbone System Inspection and Testing	January 2015
AWPF Performance Testing	January 2015
River Ridge Golf Course Recycled Water System Start Up (assume construction recycled water retrofits project completed by February 2015)	February 2015
Regulatory requirements to deliver recycled water to Pleasant Valley Water District (via SMP) (Assume construction of SMP completed by April 2015)	April 2015

EXHIBIT C1
HOURLY RATE SCHEDULE

City of Oxnard Operations Support – Wastewater Section

The following is the amended contract specific billing rate schedule for the City of Oxnard's Operations Support Program; Wastewater Section of Public Works Department, Agreement No. A-7672.

Billing Title	Hourly Rate
Program Manager	\$212.00
Assistant Program Manager	\$180.00
Wastewater Superintendent	\$175.00
Chief Operator	\$138.00
Sr. Operations Support Manager	\$166.00
Senior Finance	\$185.00
Health & Safety Manager	\$148.00
Regulatory Compliance Manager	\$156.00
Principal Engineer	\$202.00
Project Engineer	\$184.00
Associate Engineer	\$166.00
CADD Designer/Technician	\$112.00
Project Administrator	\$75.00
Clerical Support	\$61.00

Professional Reimbursement

Where charges are associated with Consultants employees, the hourly billing rates include the cost of salaries, fringe benefits, indirect overhead costs and fee. Rates for categories of services not identified above shall be as negotiated with the City and included in the professional services agreement. Not-to-Exceed amounts identified in the Agreement with City do not include overtime hours as defined by State specific and Federal wage and hour laws. Labor will be billed at 1½ times billing rates for non-exempt employees for overtime hours requested by the City.

Direct Expenses

Reimbursement for direct expenses incurred in connection with the work, will be at cost plus ten percent (10%) for items such as:

- a. Purchase orders associated with equipment, materials, chemicals, etc. related to the work.
- b. Equipment rental and special supplies related to the work.
- c. Consultants, contractors and other outside services.
- d. Special fees, insurance, permits, and licenses applicable to the work.

Other in-house charges will be at standard company rates. The foregoing Billing Rate Schedule is effective through June 30, 2015 and may be adjusted thereafter.

**EXHIBIT C1
SCHEDULE OF COST**

Task No.		Activity	Hours	Subtask Totals
Task 0 - Program Management	0.3	Conduct & Attend Project Progress Mtgs	56	
	0.4	Prepare Meeting Notes	68	
	0.5	Coordinate the Efforts of the Project Team	90	
	0.6	Track Project Progress	28	
	0.7	Prepare Monthly Progress Reports and Earned Value Analysis	56	
	0.8	Monitor the Project Budget	52	
	0.9	Manage Project Financials Including Invoicing and Accounts Payable	132	
	Task 0 - Phase 2 Total		482	\$68,856
Task 1 - Plant Operations Great Program Startup and Desalter Startup	1.9	Undertake Pre-startup Activities in Support of Great Program Startup and Initial Operation	1,154	\$205,856
		Update existing startup documentation		
		Meetings and Coordination with system suppliers (Pall, H2O Innovations, Trojan, Prousys, Cortech, Valve Supplier) for inspection and startup support		
		Perform Surge Analysis for Backbone Pipeline		
		Coordinate training for AWPf equip/overall system (unit process training by system suppliers)		
		Inspect existing facilities & develop startup punchlist		
		Prepare system startup plan & checklists		
		Coordinate w/ chemical suppliers for deliveries & potential haul-off of existing chemicals		
		Meetings with City for plan preparation and review (5 two-hr meetings plus prep time)		
	1.10	Undertake 7 Week Startup of Great Program Including Recycled Water Backbone System (assumes ability to coordinate system suppliers' schedules over a 7 week period)	818	\$145,932
	1.13	Additional Work at the Desalter to Support Start-up and Operations	421	\$184,424
		Review water system regulatory requirements		
		Review specifications and details for RO feed-to-waste valve and contact valve supplier for replacement scope and quote		
		Review Desalter design in preparation for re-commissioning		
		Attend weekly meetings with City staff		
		Coordinate process engineering services for system trouble shooting during re-commissioning		

Task 1 - Plant Operations Great Program Startup and Desalter Startup	1.13	Work with City staff to develop a plan for immediate start-up needs		
		Assist the City staff in implementation of recommendations from May 2014 Groundwater Desalter Re-Commissioning Report		
		Meet with Plant Operations Staff and review plant historical data		
		Conduct general inspection and assessment of pre RO ancillary equipment condition and operations		
		Conduct general inspection and assessment of post RO ancillary equipment condition and operations		
		Conduct RO Trains inspection and assessment of the current RO System operations		
		Conduct CIP System inspection		
		Identify action items required prior to putting the RO System in full operation		
		Provide field services during re-commissioning		
		Prepare Re-commissioning Report		
		Develop initial process training program for operations staff		
		Undertake PLC/SCADA Controls Review to assess process operation (does not include software programming audit)		
		Undertake Data Normalization Review		
		Prepare Interim Operating Procedures		
		Provide initial operations assistance (assumes 5 days on-site assistance)		
		Prepare water quality testing protocol for RO performance (Note: Scope of services does not include laboratory testing services)		
		Review water quality testing data		
		Phase 2 - Task 1 Total	2,393	\$536,212
Task 2 - Great Program Permitting to Meet Water Boards Regulations	2.5	Develop a Permitting Plan for Great Program Startup to Address Outstanding Issues, Schedule, Needed Deliverables, Agency Interactions	210	\$36,256
		Prepare schedule for anticipated AWPf water delivery		
		Attend mtgs w/ Water Boards regarding final use permitting (assume 3 mtgs each, 8 hrs including prep)		
		Prepare an implementation plan to address outstanding issues in order to obtain necessary permits		
	2.7	Permit Review for SMP Temporary Use	574	\$110,740
		Contact Calleguas Municipal Water District for SMP user information		
		Using a mass balance approach, estimate blend quality		
		Contact Water Boards regarding potential use of blended water for irrigation/Title 22 reuse		

Task 2 - Great Program Permitting to Meet Water Boards Regulations	2.7	Identify requirements for permitting use of blended water for irrigation		
		Prepare a Technical Memorandum discussing use of the SMP and potential issues and schedule if allowed by Water Boards		
		Identify requirements for amendment of Title 22 Engineering Report for Non-groundwater Recharge Recycled Water Use, March 2008, if necessary		
		Review SMP use related Waste Discharge Requirements if necessary		
		Attended up to three meetings each with Water Boards		
		Coordinate Water Boards requirements with Calleguas, SMP users and Design Consultant for the Hueneme Road Recycled Water Pipeline Project Phase 2		
		Attend up to three meetings with City and others to coordinate Recycled Water Use Ordinance and Permits (by others) as they relate to Water Boards requirements.		
	2.8	Golf Course Regulatory Permitting	116	\$23,592
		Review WDR requirements for irrigation		
		Meet with Water Boards to discuss requirements		
		Prepare engineering report for golf course		
		Submit report to CDPH with AWPf Ops Plan for review and approval		
	2.10	Prepare Spill Control & Countermeasure Plan (SCCP) Report for OWTP Regulatory Compliance	72	\$12,102
		Undertake investigations and prepare draft report		
		City review, final report preparation and meetings		
	2.11	Prepare Ops Plan for AWPf including staffing plan. Identify new hires.	488	\$84,429
		Update regulatory docs for plan requirements		
		Assemble existing information regarding AWPf Ops		
		Assess staffing requirements, create position matrix & responsibilities; establish staffing plan		
		Prepare Operations Plan for AWPf		
		Meetings with City for plan preparation and review (assume 3 two-hr mtgs and prep time)		
	Phase 2 - Task 2 Totals		1,460	\$267,119
	Phase 2 Totals		4,335	\$872,187

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works
Project/Program _____
Manager: Daniel Rydberg

Date: October 21, 2014

Phone: 385-8055

Reason for Appropriation:

To fund First Amendment to Agreement No. A-7672 with KEH & Associates to perform start-up operations and permitting services for the Advanced Water Purification Facility and startup operations for the Groundwater Desalter Facility at Blending Station No. 1

Accounts and Descriptions

AMOUNT

Fund: **WATER OPERATING (601)**

Expenditures/Transfers In

Water Operation - Recycle Water (6012)

601-6012-842-8209 SERVICES - OTHER PROFESSIONAL 872,187

Sub-total Expenditures 872,187

Expenditures/Transfers Out

Concentrate Collection Study (116001)

601-6551-821-8201 SERVICES ARCHITECT/ENGINEER SERVICES (155,000)

Hansen Computer Upgrade (116003)

601-6690-821-8606 MACHINERY AND EQUIPMENT NEW (98,000)

Blending Station No. 2 Communication Tower (136501)

601-6551-821-8209 SERVICES - OTHER PROFESSIONAL (250,000)

Blending Station No. 2 Preliminary Design (136502)

601-6551-821-8209 SERVICES - OTHER PROFESSIONAL (100,000)

Blending Station No. 3 Preliminary Design (136503)

601-6551-821-8209 SERVICES - OTHER PROFESSIONAL (100,000)

Water Campus Drain and Security Improvements (146002)

601-6551-821-8610 CONSTRUCTION OTHER (169,187)

Sub-total Expenditures (872,187)

Net Change to Water Operating Fund Balance 0

Net Appropriation Change 0

Approvals

Department Director

Daniel Rydberg

Chief Financial Officer

James Cameron

City Manager

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION

Attachment No. 2

Page 1 of 1

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

Prepared By: Lou Balderrama, City Engineer

Agenda Item No.

5-10

Reviewed By: City Manager *JM*City Attorney *JDB*Finance *JC*

Public Works

DATE: October 8, 2014**TO:** City Council**FROM:** Daniel Rydberg, P.E., Interim Utilities Director
Utilities Department*DR***SUBJECT:** Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract (A-7721) for Project Specification No. 14-12 Non-Scheduled Repairs of Wastewater Collection and Storm Drain Systems**RECOMMENDATION**

That City Council:

1. Approve and authorize the Mayor to execute Contract No. A-7721 to the lowest responsible responsive bidder, Sam Hill & Sons, Incorporated in the amount of \$500,000 for Project Specification No. 14-12 Non-Scheduled Repairs of Wastewater Collection and Storm Drain Systems for the period of November 1, 2014 through October 31, 2015.
2. Approve the appropriation of funds in the amount of \$250,000 from the Wastewater Collection Operating Fund Balance to provide funding for Contract No. A-7721 with Sam Hill & Sons for Non-Scheduled Repairs of Wastewater Collection and Storm Drain Systems for Fiscal Year 2014-15.

DISCUSSION

The City's storm water and wastewater collection systems are comprised of approximately 388 miles of storm drain pipes, 425 miles of sewer lines, and 6,000 sewer manholes. Over time, these systems deteriorate due to sewer gases, corrosion, earth movement, root intrusion, poor initial backfill compaction, or other causes. In order to avoid the public health hazards and regulatory fines associated with overflows and spills from the sewer system, as well as to prevent the property damage associated with flooding from the storm drainage system, the City must make prompt repairs when it discovers damage or deterioration to these systems.

City staff currently performs routine inspections and cleaning of both the sewer and storm drain systems, and designs, schedules, bids and constructs large repairs and replacements to these systems through its Capital Improvement Program. When the City discovers damage or deterioration that may lead to imminent overflows, spills or flooding, it utilizes a construction contractor to make timely repairs.

Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract (A-7721) for Project Specification No. 14-12 Non-Scheduled Repairs of Wastewater Collection and Storm Drain Systems

October 8, 2014

Page 2

Project Specification No. 14-12 provides for non-scheduled repairs to storm drains, sewer lines and appurtenances for a three year period from November 1, 2014 through October 31, 2017 on an “as needed” basis, with the potential to renew the contract for two (2) additional one (1) year terms. The specification was prepared to establish unit costs to cover all aspects of work including equipment, labor, overhead, and materials. Project Specification No. 14-12 is available for review in the General Services Department Office at 1060 Pacific Avenue, Building No. 2.

On March 25, 2014, the City Council approved Project Specification No. 14-12 and authorized staff to conduct a public bid. The first advertisement for the public bid was on July 18, 2014. The public bid process started on July 21, 2014 and closed with a public bid opening on August 20, 2014. City Procurement received five (5) bids. The bids were based on hourly rates and work is to be performed on an on-call basis and assigned by approved task order.

The department staff has agreed with the award of this contract following receipt of procurement staff review of all documentation received including checks of required license, Occupational Safety & Health Administration (OSHA) web site records for debarment, and any labor compliance issues. The bid received from Sam Hill & Sons, Inc. has been found to be a responsible and responsive lowest bid.

FINANCIAL IMPACT

The cost of this contract is not to exceed \$500,000 per year. The initial contract term is for three years from November 1, 2014 through October 31, 2017 and will not exceed \$1,500,000. The Special Budget Appropriation (Attachment No. 9) allocates \$250,000 from the Wastewater Collection Operating Fund Balance to provide funding for Contract No. A-7721 with Sam Hill & Sons for Non-Scheduled Repairs of Wastewater Collection and Storm Drain Systems for Fiscal Year 2014-15.

- Attachment #1 - Tabulation of Bids
#2 - Dept. Approval to Award
#3 - Bid Package – Sam Hill & Sons
#4 - OSHA Report
#5 - Subcontractors
#6 - References
#7 - Certificate of Publication – Public Notice
#8 - Staff Report – Council Approval to Bid
#9 - Special Budget Appropriation

PW14-12- Non-Scheduled Repairs -Wastewater and Storm Drain Systems															
Owner: City of Oxnard															
Bid Opening: 08/20/14				* marks an allowance		Sam Hill & Sons, Inc.		Blois Construction, Inc.		Williams Pipeline Contractors, Inc.		GSE Construction Co., Inc		Toro Enterprises, Inc.	
						2627 Beene Road Ventura, CA 93005 US Bidder Status: Valid Comment: Total of Hourly		3201 Sturgis Road Oxnard, CA 93030 US Bidder Status: Valid Comment: Total Hourly		PO Box 1120 Somis, CA 93068 US Bidder Status: Valid Comment: Total Hourly		6950 Preston Ave Livermore, CA 94551 US Bidder Status: Valid Comment: Total Hourly Rates		2101 E Ventura Blvd Oxnard, CA 93036 US Bidder Status: Valid Comment: Total Hourly	
PW14-12-Non-Scheduled Repairs -Wastewater & Storm Drains						#1 -Low Bid		#2		#3		#4		#5	
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	
1	0	FOREMAN	1	PH	\$84.00	\$84.00	\$125.00	\$125.00	\$74.50	\$74.50	\$98.90	\$98.90	\$100.00	\$100.00	
2	0	EQUIPMENT OPERATOR	1	PH	\$81.00	\$81.00	\$110.00	\$110.00	\$94.40	\$94.40	\$87.20	\$87.20	\$95.00	\$95.00	
3	0	LABORER	2	PH	\$75.00	\$150.00	\$85.00	\$170.00	\$71.00	\$142.00	\$69.70	\$139.40	\$70.50	\$141.00	
4	0	SUPERINTENDENT	1	PH	\$80.00	\$80.00	\$125.00	\$125.00	\$95.00	\$95.00	\$99.40	\$99.40	\$101.00	\$101.00	
5	0	AIR COMPRESSOR	1	PH	\$20.00	\$20.00	\$15.00	\$15.00	\$20.00	\$20.00	\$29.90	\$29.90	\$12.50	\$12.50	
6	0	SERVICE TRUCK	1	PH	\$40.00	\$40.00	\$20.00	\$20.00	\$25.00	\$25.00	\$34.10	\$34.10	\$37.00	\$37.00	
7	0	BACKHOE	1	PH	\$50.00	\$50.00	\$45.00	\$45.00	\$42.00	\$42.00	\$59.10	\$59.10	\$43.00	\$43.00	
8	0	DUMP TRUCK	1	PH	\$40.00	\$40.00	\$35.00	\$35.00	\$35.00	\$35.00	\$54.50	\$54.50	\$52.00	\$52.00	
9	0	150GPM PUMP WITH 20-FEET HOSE	1	PH	\$5.00	\$5.00	\$5.00	\$5.00	\$6.00	\$6.00	\$30.70	\$30.70	\$22.50	\$22.50	
10	0	TRAFFIC CONTROL, NO FLAGGERS, 8-HOUR DAY	1	PH	\$5.00	\$5.00	\$31.00	\$31.00	\$35.00	\$35.00	\$82.40	\$82.40	\$37.00	\$37.00	
11	0	SAW	1	PH	\$2.00	\$2.00	\$5.00	\$5.00	\$25.00	\$25.00	\$28.40	\$28.40	\$105.00	\$105.00	
12	0	COMPACTION UNIT	1	PH	\$15.00	\$15.00	\$10.00	\$10.00	\$6.00	\$6.00	\$34.10	\$34.10	\$18.50	\$18.50	
13	0	MOBILIZATION/DEMOBILIZATION	1	PH	\$25.00	\$25.00	\$35.00	\$35.00	\$207.00	\$207.00	\$77.80	\$77.80	\$155.00	\$155.00	
Bid List Total						\$597.00		\$731.00		\$806.90		\$855.90		\$919.50	
Total Bid Amount						\$597.00		\$731.00		\$806.90		\$855.90		\$919.50	
Listed Subs						NONE		NONE		Coverly's Concrete Cutting 11029 Santa Rosa Camarillo, CA 93012		NONE		NONE	

ATTACHMENT
PAGE 1 OF 1



September 19, 2014

TO: Lou Balderrama, PW City Engineer

FROM:  Patricia Friend, GS Contract Procurement

SUBJECT: **Recommendation of Award**
Specification Number PW14-12
Non-Scheduled Repairs –Wastewater & Storm Drain
Systems

**M
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O**

Five (5) bids were received on August 20, 2014, with a range for Total Hourly Rates of \$597.00 to \$919.50 (Attachment No. 1). Contract Procurement staff reviewed the bids and determined that the bid submitted by Sam Hill & Sons, Inc. is the lowest, responsible and responsive bid. Therefore, it is recommended that the contract for the Non-Scheduled Repairs-Wastewater & Storm Drain Systems Project be awarded to Sam Hill & Sons, Inc. The total amount for the first term of the contract needs to be determined by Public Works. This total amount needs to be provided so that the required paperwork to proceed to request permission to issue and execute a contract can be prepared for Council. Pages B-5 and B-6 (Subcontractors Information)-No Subcontractors; and B-7 (References) are also attached for your review.

This is to be an On-Call Contract and work will be assigned using Task Orders and work under this contract will be funded from various accounts and as assigned by individual request to encumber.

If you concur with the award of this contract as recommended, please sign at the bottom of this memo and return it to Contract Procurement. We also need a revised estimate on the attached Capital Improvement Project Estimate (Attachment No. 2). Please have any necessary funding adjustments made so that Contract Procurement can verify that sufficient funds are available to complete this project.

Concur with Award: Lou Balderrama: 
Public Works City Engineer

Attachment No. 1 – Tabulation of Bids
Attachment No. 2 – Project Cost Estimate

Contract Compliance Review Committee
Item Submission Form

CCRC
REVIEWED
9/23/14

Item Type	Select Item Type	Select Item Type from drop-down list
Agreement Number	A-7721	
	PW14-12	
Expiration Date	12/30/2019	
Title / Purpose	Public Bid -Non-Scheduled Repairs -Wastewater and Stom Drain Systems	
Vendor	Sam Hill & Sons, Inc.	
Department	PW/ CM GS Procurement	
Project Manager	Pat Friend for/Lou Balderrama	
Telephone	7821	
Project Description	Public Bid for PW14-12-Non-Scheduled Repairs -Wastewater Project -CCRC approval to take low responsible responsive bid package to City Council for their approval for Staff to issue and execute a contract to Sam Hill & Sons, Inc. This will be an On-Call Service type of contract with Task Orders assigned and approved per item.	
Description of Selection Process	A public bid process was conducted with first advertisement on 07/18/2014 and the public bid window was from 07/21/14 to 08/20/14. Bids opened on 08/20/14 and the City received 5 bids. They ranged from total of hourly rates for listed items of \$597.00 to high \$919.50 hourly rates. Work will be On-Call basis with Task Orders assigned and approved per item.	
	NO CONTRACT AS YET	
	Total Hr. Rates \$597	
Funding Source(s)	Various Accounts will be Used Per Task Order	
P.O. / Req. Number	Req- 1771	



ATTACHMENT 2
PAGE 2 OF 2

**CITY OF OXNARD
SPECIFICATION NUMBER PW14-12**

**BID DOCUMENTS (BLUE SHEETS)
FOR**

**PROJECT TITLE: – PW14-12-Non-Scheduled Repairs –Wastewater and Storm
Drain Systems**

BRIEF DESCRIPTION OF PROJECT: This project is to provide for on-call services for the repair of wastewater and storm drain systems, on an as-needed basis. It also provides for the Contractor to provide urgent repairs to either system as may be detailed in Task Orders prepared by City Staff and executed as a mini contract to the general contract.

Specification Number PW14-12 includes 14 pages of bid documents. There are no plans attached to this solicitation. The Contractor will be required to make repairs in accordance with the City of Oxnard Standard Plates, and the Standard Specifications for Public Works Construction, "Greenbook" 2012 edition.

The contract time will begin at issuance of the Notice to Proceed. It is the intent of the City to award this contract for one initial term of three (3) years with options to extend the contract for two (2) one (1) year periods.

Payment shall be in accordance with the provisions of Section 9-3 of the Standard Specifications for Public Works Construction.

**CONTRACTOR'S FAILURE TO COMPLETE THIS SECTION
MAY CAUSE REJECTION OF THE BID**

Name Sam Hill & Sons, Inc.
Physical Address 2627 Beene Road, Ventura, CA 93003
Mailing Address P.O. Box 5670
City Ventura State CA Zip Code 93005
Telephone No. 805-644-6278 Fax No. 805-644-2813

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

CITY OF OXNARD
SPECIFICATION NUMBER PW14-12

Contractor MUST have a minimum of 5-years experience with sewer and storm water system pipeline installations manhole construction, catch basin installations, and systems maintenance repairs.

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Sam Hill & Sons, Inc.

BID SCHEDULE FOR CREW AND EQUIPMENT COST PER HOUR

ITEM NO.	DESCRIPTION	Indicate Equipment Type /Model	UNIT OF MEASURE	EVALUATION. QTY*	Unit Cost	TOTAL
1	Foreman	NA	Per Hr.	1	84.00	\$ 84.00
2	Equipment Operator	NA	Per Hr.	1	81.00	81.00
3	Laborer	NA	Per Hr.	2	75.00	150.00
4	Superintendent	NA	Per Hr.	1	80.00	80.00
5	Air Compressor		Per Hr.	1	20.00	20.00
6	Service Truck		Per Hr.	1	40.00	40.00
7	Backhoe		Per Hr.	1	50.00	50.00
8	Dump Truck		Per Hr.	1	40.00	40.00
9	150GPM Pump with 20-ft. Hose		Per Hr.	1	5.00	5.00
10	Traffic Control, No Flaggers, 8-Hr. Day		Per Hr.	1	5.00	5.00
11	Saw		Per Hr.	1	2.00	2.00
12	Compaction Unit		Per Hr.	1	15.00	15.00
13	Mobilization/Demobilization		Per Hr.	1	25.00	25.00
GRAND TOTAL						\$ 597.00

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

CITY OF OXNARD
SPECIFICATION NUMBER PW14-12

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL SUBMITTED - \$ 597.00

The grand total submitted is Bid Schedule for Crew and Equipment Cost per Hour. Basis of Award of Contract will be to lowest responsible responsive bid for the Crew and Equipment Cost per Hour listed.

Bidder must fill in number and date of *all* addenda or enter the word "*none*" if appropriate.

The following addenda are
acknowledged and attached:

NO.	DATED	NO.	DATED
<i>None</i>			

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED 8/20/14 AT Ventura

COMPANY NAME Sam Hill & Sons, Inc.

SIGNATURE Ronald L. Hill TITLE President
(Sole Owner, Partner, Corporate Officer)*

*Person signing must be listed on records of Contractors State License Board.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER PW14-12**

BIDDER'S AFFIDAVIT

PROJECT PW14-12 Non-Scheduled Repairs - Wastewater & Storm Drain Systems

I depose and say that I am Scott Anderson, Vice President
(Print or type name and title)

of Sam Hill & Sons, Inc.
(Name of Company)

2627 Beene Rd. Ventura CA 93003
(Address) (City) (State) (Zip Code)

Contractor's Employer Identification Number: ~~77-0114981~~ 260-2119-6

A VALID CURRENT CALIFORNIA STATE CONTRACTOR'S LICENSE REQUIRED TO BID:

Contractor's License No. 648594 FED TAX I.D. # 77-0114981

Classification: A

Contractor's License Expiration Date: 6/30/2016

City of Oxnard Business License Number(Not Required to Bid): 15-00003390

Data Universal Numbering System (D-U-N-S #): 039556204

Whoever submits this bid to the City of Oxnard declares:

1. That the bidder has read these specifications, will abide by and agrees to the conditions herein, has carefully examined the project plans and does hereby agree to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the schedule of work and prices.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda listed on Page B-4 of these bid documents are acknowledged and attached.
4. That the bidder, as principal, acknowledges being bound by the following bid bond when completed by the surety.

Dated 8/15/14 at Ventura, California.

I certify or declare under penalty of perjury that the foregoing is true and correct.

(CORPORATE SEAL)


SIGNATURE

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER PW14-12**

BIDDER'S QUESTIONNAIRE

All Bidders **MUST** complete this form and it **MUST** be submitted with the Bid. The answers to these questions will be used to determine whether the Bidder is responsible. "Related Company," as used in this questionnaire, is any organization of which the responsible managing officer of the Bidder has been a responsible managing officer (as the term responsible managing officer is used for State of California licensing purposes) within the past 5 years and/or in which any equity holder (e.g. shareholder, partner, member) of the bidder holds or has held more than a 10% interest within the past 5 years; or has had an active role in the management of projects performed by Company. "Contact Information" means the name, address and telephone number of a person or entity. For all Yes answers please provide complete explanations on extra-attached sheets and identify by number the question to which the information pertains

EVALUATION ELEMENTS				
<i>Standard Bidder Questions (applies to all bids)</i>			Yes	No
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated on Page F-0?		X	
2	Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on a public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LD assessment.			X
3	Has the Bidder's insurance or a Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of all cancellations and the contact information for all insurance companies that cancelled coverage. Insurance includes all insurance coverages of any kind, including commercial, general liability, fire and casualty, and workers' compensation.			X
4	Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information and state the date and amount of each claim paid.			X
5	Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (DLSE)? If so, provide the date(s) of investigations and the contact information for the DLSE.			X
6	Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the jurisdiction, date and case number for each court case.			X
7	Within the past 5 years, have stop notices been filed with any government agency on any project performed by Bidder or any Related Company? If so, please provide the following information for each stop notice: contact information for each claimant, amount of the claim, amount, if any, paid to settle the claim, date of the claim and the date of payment of the claim.			X
8	Has Bidder or any Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the case.			X
9	Has Bidder or a Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the contact information for the agency.			X
10	Has Bidder or any Related Company ever been found to be a non-responsible bidder by an agency or debarred? If so, provide the date and name of each and explain the circumstances.			X
11	Provide the name, date, contact information and approximate amount of contract and a description of work performed for each job performed by Bidder in the last 3 years involving work of the type for which this contract is being let. <i>(See attached)</i>		X	
12	Has Bidder or a Related Company within the past 5 years been investigated by OSHA or had an OSHA violation that resulted in a citation or other actions be taken against the company.		X	

Contractor Officer's Signature: *Scott Anderson*

Vice President

Title

8/15/14

Date

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

RE: QUESTION #12 ON "BIDDER'S QUESTIONNAIRE"

OSHA VIOLATION/CITATION INFORMATION

SEE ATTACHED

State of California

Division of Occupational Safety and Health
Van Nuys District Office (0950643; 4046)
6150 Van Nuys Boulevard, Suite 405
Van Nuys, CA 91401

Inspection Number: 314830811
Inspection Dates: 07/03/2012 - 12/06/2012
Issuance Date: 12/07/2012
CSHO ID: T4469
Optional Inspection Nbr: 001-13



Citation and Notification of Penalty

Company Name: Sam Hill & Sons, Inc.

Inspection Site: Erbes Rd. & South Side of Avenida de Los Flores, Thousand Oaks, CA 91360

Citation 1 Item 1 Type of Violation: General

California Code of Regulations, Title 8, 1541(b)(1)(A). General Requirements.

(b) Subsurface installations.

(1) The approximate location of subsurface installations, such as sewer, telephone, fuel, electric, water lines, or any other subsurface installations that reasonably may be expected to be encountered during excavation work, shall be determined by the excavator prior to opening an excavation.

(A) Excavation shall not commence until:

1. The excavation area has been marked as specified in Government Code Section 4216.2 by the excavator; and
2. The excavator has received a positive response from all known owner/operators of subsurface installations within the boundaries of the proposed project; those responses confirm that the owner/operators have located their installations, and those responses either advise the excavator of those locations or advise the excavator that the owner/operator does not operate a subsurface installation that would be affected by the proposed excavation.

Violation:

On July 3, 2012 Sam Hill & Sons, Inc. excavated in an area that not been marked as specified in Government Code Section 4216.2 by the excavator.

Date By Which Violation Must be Abated:

Proposed Penalty:

Abated

\$ 450.00

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

State of California

Division of Occupational Safety and Health
Van Nuys District Office (0950643; 4046)
6150 Van Nuys Boulevard, Suite 405
Van Nuys, CA 91401

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Citation and Notification of Penalty

Company Name: Sam Hill & Sons, Inc.
Inspection Site: Erbes Rd. & South Side of Avenida de Los Flores, Thousand Oaks, CA 91360

Citation 1 Item 2 Type of Violation: General

California Code of Regulations, Title 8, 1675. Ladders General.

(b) All portable ladders used in construction shall comply with the provisions of Section 3276 of the General Industry Safety Orders.

Reference:

California Code of Regulations, Title 8, 3276(e). Portable Ladders.

(e) Care, Use, Inspection and Maintenance of Ladders.

(3) Damaged Ladders. Ladders that have developed defects shall be withdrawn from service for repair or destruction; and tagged or marked as "Dangerous, Do Not Use" or with similar language. Ladders with broken or missing steps, rungs, cleats, safety feet, side rails, or other defects shall not be used.

Violation:

On the day of the inspection on July 3, 2012 the Division determined that the extension ladder used by 2 employees had defects and was not tagged or marked as "Dangerous, Do not Use".

Date By Which Violation Must be Abated:
Proposed Penalty:

Abated
\$ 450.00

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

State of California

Division of Occupational Safety and Health
Van Nuys District Office (0950643; 4046)
6150 Van Nuys Boulevard, Suite 405
Van Nuys, CA 91401

Inspection Number: 314830811
Inspection Dates: 07/03/2012 - 12/06/2012
Issuance Date: 12/07/2012
CSHO ID: T4469
Optional Inspection Nbr: 001-13



Citation and Notification of Penalty

Company Name: Sam Hill & Sons, Inc.
Inspection Site: Erbes Rd. & South Side of Avenida de Los Flores, Thousand Oaks, CA 91360

Citation 1 Item 3 Type of Violation: General

California Code of Regulations, Title 8, Section 3395(c). Heat Illness Prevention

(c) Provision of water. Employees shall have access to potable drinking water meeting the requirements of Sections 1524, 3363, and 3457, as applicable. Where drinking water is not plumbed or otherwise continuously supplied, it shall be provided in sufficient quantity at the beginning of the work shift to provide one quart per employee per hour for drinking for the entire shift. Employers may begin the shift with smaller quantities of water if they have effective procedures for replenishment during the shift as needed to allow employees to drink one quart or more per hour. The frequent drinking of water, as described in subsection (f)(1)(C), shall be encouraged.

Reference:

California Code of Regulations, Title 8, Section 1524. Water Supply

(a) Potable Water.

(1) An adequate supply of potable water shall be provided in all places of employment.

Note: Additional requirements for the provision of drinking water in outdoor places of employment are contained in Section 3395.

(2) The employer shall take one or more of the following steps to ensure every employee has access to drinking water:

(A) Provide drinking fountains.

(B) Supply single-service cups. Where single-service cups are supplied, a sanitary container for the unused cups and a receptacle for disposing of the used cups shall be provided.

(C) Supply sealed one-time use water containers. Where sealed one-time use water containers are supplied, a receptacle for disposing of the used containers shall be provided.

(D) Ensure re-usable, closable containers are available for individual employee use. Where re-usable containers for individual use are relied upon for compliance with this section, the employer shall ensure the containers are marked to identify the user and maintained in a sanitary condition.

(3) Portable containers used to dispense drinking water to more than one person shall be equipped with a faucet or drinking fountain. Drinking water containers shall be capable of being tightly closed and shall be otherwise designed, constructed and serviced so that sanitary conditions are maintained. Water shall not be dipped from containers.

(4) Any container used to store or dispense drinking water shall be clearly marked as to the nature of its contents and shall not be used for any other purpose.

(5) Re-usable containers for individual use and drinking cups shall not be shared or used in common.

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

State of California

Division of Occupational Safety and Health
Van Nuys District Office (0950643; 4046)
6150 Van Nuys Boulevard, Suite 405
Van Nuys, CA 91401

Inspection Number: 314830811**Inspection Dates:** 07/03/2012 - 12/06/2012**Issuance Date:** 12/07/2012**CSHO ID:** T4469**Optional Inspection Nbr:** 001-13**Citation and Notification of Penalty****Company Name:** Sam Hill & Sons, Inc.**Inspection Site:** Erbes Rd. & South Side of Avenida de Los Flores, Thousand Oaks, CA 91360

Exception: Re-usable containers for individual use and drinking cups which are safely and effectively cleaned and sanitized between use by different users.

Violation:

On July 3, 2012, the employer did not provide employees with water. Employees of Sam Hill & Sons, Inc. provide their own water for consumption.

Date By Which Violation Must be Abated:**Proposed Penalty:****Abated****\$ 450.00**

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

State of California

Division of Occupational Safety and Health
Van Nuys District Office (0950643; 4046)
6150 Van Nuys Boulevard, Suite 405
Van Nuys, CA 91401

Inspection Number: 314830811

Inspection Dates: 07/03/2012 - 12/06/2012

Issuance Date: 12/07/2012

CSHO ID: T4469

Optional Inspection Nbr: 001-13



Citation and Notification of Penalty

Company Name: Sam Hill & Sons, Inc.

Inspection Site: Erbes Rd. & South Side of Avenida de Los Flores, Thousand Oaks, CA 91360

Citation 1 Item 4 Type of Violation: General

California Code of Regulations, Title 8, 3395(f)(3). Heat Illness Prevention.

(3) The employer's procedures for complying with each requirement of this standard required by subsections (f)(1)(B), (G), (H), and (I) shall be in writing and shall be made available to employees and to representatives of the Division upon request.

Reference:

(f) Training.

(1) Employee training. Effective training in the following topics shall be provided to each supervisory and non-supervisory employee before the employee begins work that should reasonably be anticipated to result in exposure to the risk of heat illness:

(A) The environmental and personal risk factors for heat illness, as well as the added burden of heat load on the body caused by exertion, clothing, and personal protective equipment.

(B) The employer's procedures for complying with the requirements of this standard.

(C) The importance of frequent consumption of small quantities of water, up to 4 cups per hour, when the work environment is hot and employees are likely to be sweating more than usual in the performance of their duties.

(D) The importance of acclimatization.

(E) The different types of heat illness and the common signs and symptoms of heat illness.

(F) The importance to employees of immediately reporting to the employer, directly or through the employee's supervisor, symptoms or signs of heat illness in themselves, or in co-workers.

(G) The employer's procedures for responding to symptoms of possible heat illness, including how emergency medical services will be provided should they become necessary.

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

State of California

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Van Nuys District Office (0950643; 4046)
6150 Van Nuys Boulevard, Suite 405
Van Nuys, CA 91401

Inspection Number: 314830811

Inspection Dates: 07/03/2012 - 12/06/2012

Issuance Date: 12/07/2012

CSHO ID: T4469

Optional Inspection Nbr: 001-13



Citation and Notification of Penalty

Company Name: Sam Hill & Sons, Inc.

Inspection Site: Erbes Rd. & South Side of Avenida de Los Flores, Thousand Oaks, CA 91360

(H) The employer's procedures for contacting emergency medical services, and if necessary, for transporting employees to a point where they can be reached by an emergency medical service provider.

(I) The employer's procedures for ensuring that, in the event of an emergency, clear and precise directions to the work site can and will be provided as needed to emergency responders. These procedures shall include designating a person to be available to ensure that emergency procedures are invoked when appropriate.

Violation:

On July 3, 2012, the Division determined that Sam Hill & Sons, Inc. Heat Illness Prevention program did not have High Heat Procedures.

Date By Which Violation Must be Abated:

12/26/2012

Proposed Penalty:

\$ 450.00

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

State of California

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Van Nuys District Office (0950643; 4046)
6150 Van Nuys Boulevard, Suite 405
Van Nuys, CA 91401

Inspection Number: 314830811
Inspection Dates: 07/03/2012 - 12/06/2012
Issuance Date: 12/07/2012
CSHO ID: T4469
Optional Inspection Nbr: 001-13



Citation and Notification of Penalty

Company Name: Sam Hill & Sons, Inc.

Inspection Site: Erbes Rd. & South Side of Avenida de Los Flores, Thousand Oaks, CA 91360

Citation 2 Item 1 Type of Violation: **Serious**

California Code of Regulations, Title 8, Section 1541.1.(a).(1) - Requirements for Protective Systems

(a) Protection of employees in excavations.

(1) Each employee in an excavation shall be protected from cave-ins by an adequate protective system designed in accordance with Section 1541.1(b) or (c) except when:

(A) Excavations are made entirely in stable rock; or

(B) Excavations are less than 5 feet in depth and examination of the ground by a competent person provides no indication of a potential cave-in.

Reference:

(b) Design of sloping and benching systems. The slopes and configurations of sloping and benching systems shall be selected and constructed by the employer or his designee and shall be in accordance with the requirements of Section 1541.1(b)(1), Section 1541.1(b)(2), Section 1541.1(b)(3), or Section 1541.1(b)(4), as follows:

(1) Option (1) -Allowable configurations and slopes.

(A) Excavations shall be sloped at an angle not steeper than one and one-half horizontal to one vertical (34 degrees measured from the horizontal), unless the employer uses one of the other options listed below.

(B) Slopes specified in Section 1541.1(b)(1)(A) shall be excavated to form configurations that are in accordance with the slopes shown for Type C soil in Appendix B to this article.

(2) Option (2) -Determination of slopes and configurations using Appendices A and B. Maximum allowable slopes, and allowable configurations for sloping and benching systems, shall be determined in accordance with the conditions and requirements set forth in Appendices A and B to this article.

(3) Option (3) -Designs using other tabulated data.

(A) Designs of sloping or benching systems shall be selected from and be in accordance with tabulated data, such as tables and charts.

(B) The tabulated data shall be in written form and shall include all of the following:

1. Identification of the parameters that affect the selection of a sloping or benching system drawn from such data;

2. Identification of the limits of use of the data, to include the magnitude and configuration of slopes determined to be safe;

3. Explanatory information as may be necessary to aid the user in making a correct selection of a protective system from the data.

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

State of California

Division of Occupational Safety and Health
Van Nuys District Office (0950643; 4046)
6150 Van Nuys Boulevard, Suite 405
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CSHO ID: T4469
Optional Inspection Nbr: 001-13

**Citation and Notification of Penalty**

Company Name: Sam Hill & Sons, Inc.
Inspection Site: Erbes Rd. & South Side of Avenida de Los Flores, Thousand Oaks, CA 91360

4. At least one copy of the tabulated data which identifies the registered professional engineer who approved the data, shall be maintained at the jobsite during construction of the protective system. After that time the data may be stored off the jobsite, but a copy of the data shall be made available to the Division upon request.

(4) Option (4) -Design by a registered professional engineer.

(A) Sloping and benching systems not utilizing Option (1) or Option (2) or Option (3) under Section 1541.1(b) shall be stamped and signed by a registered professional engineer.

(B) Designs shall be in written form and shall include at least the following:

1. The magnitude of the slopes that were determined to be safe for the particular project;
2. The configurations that were determined to be safe for the particular project;
3. The identity of the registered professional engineer approving the design.

(C) At least one copy of the design shall be maintained at the jobsite while the slope is being constructed. After that time the design need not be at the jobsite, but a copy shall be made available to the Division upon request.

(c) Design of support systems, shield systems, and other protective systems. Designs of support systems, shield systems, and other protective systems shall be selected and constructed by the employer or his designee and shall be in accordance with the requirements of Section 1541.1(c)(1); or, in the alternative, Section 1541.1(c)(2); or, in the alternative, Section 1541.1(c)(3); or, in the alternative, Section 1541.1(c)(4) as follows:

(1) Option (1) --Designs using Appendices A, C and D. Designs for timber shoring in trenches shall be determined in accordance with the conditions and requirements set forth in Appendices A and C to this article. Designs for aluminum hydraulic shoring shall be in accordance with Section 1541.1(c)(2), but if manufacturer's tabulated data cannot be utilized, designs shall be in accordance with Appendix D.

(2) Option (2) --Designs Using Manufacturer's Tabulated Data.

(A) Design of support systems, shield systems, or other protective systems that are drawn from manufacturer's tabulated data shall be in accordance with all specifications, recommendations, and limitations issued or made by the manufacturer.

(B) Deviation from the specifications, recommendations, and limitations issued or made by the manufacturer shall only be allowed after the manufacturer issues specific written approval.

(C) Manufacturer's specifications, recommendations, and limitations, and manufacturer's approval to deviate from the specifications, recommendations, and limitations shall be in written form at the jobsite during construction of the protective system. After that time this data may be stored off the jobsite, but a copy shall be made available to the Division upon request.

(3) Option (3) --Designs using other tabulated data.

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

State of California

Division of Occupational Safety and Health
Van Nuys District Office (0950643; 4046)
6150 Van Nuys Boulevard, Suite 405
Van Nuys, CA 91401

Inspection Number: 314830811
Inspection Dates: 07/03/2012 - 12/06/2012
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**Citation and Notification of Penalty**

Company Name: Sam Hill & Sons, Inc.
Inspection Site: Erbes Rd. & South Side of Avenida de Los Flores, Thousand Oaks, CA 91360

(A) Designs of support systems, shield systems, or other protective systems shall be selected from and be in accordance with tabulated data, such as tables and charts.

(B) The tabulated data shall be in written form and include all of the following:

1. Identification of the parameters that affect the selection of a protective system drawn from such data;
2. Identification of the limits of use of the data;
3. Explanatory information as may be necessary to aid the user in making a correct selection of a protective system from the data.

(C) At least one copy of the tabulated data, which identifies the registered professional engineer who approved the data, shall be maintained at the jobsite during construction of the protective system. After that time the data may be stored off the jobsite, but a copy of the data shall be made available to the Division upon request.

(4) Option (4) --Design by a registered professional engineer.

(A) Support systems, shield systems, and other protective systems not utilizing Option 1, Option 2, or Option 3, above, shall be approved by a registered professional engineer.

(B) Designs shall be in written form and shall include the following:

1. A plan indicating the sizes, types, and configurations of the materials to be used in the protective system; and
2. The identity of the registered professional engineer approving the design.

(C) At least one copy of the design shall be maintained at the jobsite during construction of the protective system. After that time, the design may be stored off the jobsite, but a copy of the design shall be made available to the Division upon request.

Violation:

On July 3, 2012 the employer did not provide protection for an employee working inside the approximately 8 foot deep, 3 foot wide and 11 foot long unprotected excavation.

Date By Which Violation Must be Abated:

Abated

Proposed Penalty:

\$ 5400.00

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

State of California

Division of Occupational Safety and Health
Van Nuys District Office (0950643; 4046)
6150 Van Nuys Boulevard, Suite 405
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Citation and Notification of Penalty

Company Name: Sam Hill & Sons, Inc.

Inspection Site: Erbes Rd. & South Side of Avenida de Los Flores, Thousand Oaks, CA 91360

Compliance Officer/District Manager

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

RE: QUESTION #11 ON "BIDDER'S QUESTIONNAIRE"

WORK PERFORMED IN THE LAST 3 YEARS

NOTE: See sheet "B-7" of the Bid Documents for Contact information of customers listed below.

JOB # / YR	CUSTOMER	LOCATION	WORK DESCRIPTION	AMOUNT
2011				
3539.11	CITY OF OXNARD - SAN.	2300 STURGIS RD. / OXNARD	REPAIR SEWER LAT.	\$ 5,152.00
3541.11	V.R.S.D.	COVEWOOD & DURANT / OAK PARK	R&R HYDRANT VALVE	\$ 6,710.00
3545.11	V.R.S.D.	DEERHILL & MISC. LOCATIONS / OAK PARK	EXERCISE WTR. VALVES	\$ 47,596.00
3546.11	V.R.S.D.	1241-1248 HEATHERVIEW / OAK PARK	REPLACE 6 VALVES	\$ 6,126.00
3547.11	CITY OF OXNARD - SAN.	INDUSTRIAL & WOOLEY / OXNARD	STORM DRAIN REPAIR	\$ 1,211.00
3552.11	V.R.S.D.	BAYBERRY & WOODCREST / OAK PARK	R&R VALVE BOX	\$ 5,718.00
3555.11	CITY OF OXNARD - WTR.	3050 VENTURA RD. / PT. HUENEME	REPAIR SERV. LEAK	\$ 7,085.00
3557.11	CITY OF OXNARD - SAN.	DORIS / K / OLEANDER / MAGNOLIA; OXNARD	RAISE MANHOLES	\$ 10,450.00
3562.11	CITY OF OXNARD - SAN.	STATHAM & C.I. BLVD. / OXNARD	R&R CATCH BASIN DECK	\$ 3,427.00
3563.11	CITY OF OXNARD - SAN.	VENTURA RD. & HILL / OXNARD	REPAIR SINK HOLE	\$ 10,765.00
3564.11	V.R.S.D.	58 SUNNYVISTA AVE. / OAK PARK	R&R HYDRANT VALVE	\$ 7,847.00
3565.11	V.R.S.D.	43 PINWOOD / OAK PARK	R&R BLOW OFFS	\$ 1,016.00
3569.11	V.R.S.D.	(SEE RON FOR LOCATIONS)	PAVE SEWER M.H.'s	\$ 6,635.00
3579.11	CITY OF OXNARD - SAN.	McWAYNE & ARCTURUS / PT. HUENEME	R&R MH RING & COVER	\$ 1,748.00
3581.11	CITY OF OXNARD - SAN.	PLEASANT VALLEY RD. & ROSE AVE. / OXNARD	RPR. SINK HOLE	\$ 566.00
3589.11	V.R.S.D.	OAKLEAF & CONIFER / OAK PARK	REPLACE 8" VALVE	\$ 9,056.00
3590.11	CITY OF OXNARD - SAN.	PLEASANT VALLEY RD. & SYRACUSE DR. / OXNARD	PLATE SINKHOLE	\$ 71,545.00
3592.11	V.R.S.D.	588 MONTELEONE X-LOS ARCOS; OAK PARK	EMERGENCY WTR. RPR.	\$ 12,025.00
3594.11	CITY OF OXNARD - WATER	HWY. 101 & SPRINGVILLE OVERPASS / CAMARILLO	REPAIR LEAK ON 45"	\$ 47,025.00
3597.11	V.R.S.D.	SUNNYCREST & CRESTHILL / OAK PARK	EMER. 8" MAIN RPR.	\$ 13,082.00
3598.11	V.R.S.D.	TOLAND RD. LANDFILL / SANTA PAULA	CLEAN SD DETENTION	\$ 69,444.00
3603.11	CITY OF OXNARD - SAN.	(#2) PLEASANT VALLEY RD. & SYRACUSE DR. / OXNARD	REPAIR 15" SEWER	\$ 62,939.00
3604.11	CITY OF OXNARD - WATER	2599 E. HUENEME RD. / OXNARD	REPAIR 16" WATERMAIN	\$ 11,230.00
3605.11	V.R.S.D.	TIERRA REJADA LANDFILL / SIMI VALLEY	STORM BMP's	\$ 7,267.00
3606.11	CITY OF OXNARD - WATER	VENTURA RD. S/O 5th ST. / OXNARD	RPR. SERVICE LEAK	\$ 3,659.00
3607.11	CITY OF OXNARD - WATER	HUENEME RD. & PERKINS / OXNARD	RPR. 12" WATER	\$ 6,285.00
3609.11	CITY OF OXNARD - WATER	HUENEME RD. W/O PERKINS / OXNARD	RPR. 1" SERVICE	\$ 7,514.00
3610.11	CITY OF OXNARD - SAN.	C.I. BLVD. BTWN. "C" & "J" STREETS / OXNARD	RPR. 4" SEWER	\$ 743.00
3611.11	V.R.S.D.	WATER OAK LN. & KANAN RD. / OAK PARK	RPR. 2" AIR VAC	\$ 4,356.00
3613.11	CITY OF OXNARD - SAN.	BARD & P.V. ROAD / OXNARD	8" BYPASS SEWER	\$ 58,338.00
3614.11	CITY OF OXNARD - SAN.	5001 S. "C" ST. & P.V. RD. / OXNARD	REPAIR 4" SEWER	\$ 9,240.00
3615.11	V.R.S.D.	HOLLYTREE N/O KANAN RD. / OAK PARK	R&R 6" RW VALVE	\$ 9,963.00
3616.11	V.R.S.D.	208 CALLE FANILLIA / OAK PARK	RPR. ¾" WTR. SERVICE	\$ 5,347.00
3617.11	V.R.S.D.	CALLE SEGURO / OAK PARK	4" WTR. MAIN RPR.	\$ 4,656.00
3618.11	CITY OF OXNARD - SAN.	TEAKWOOD & "C" ST. / OXNARD	10" SWR. MAIN RPR.	\$ 4,848.00
3619.11	V.R.S.D.	KANAN & HOLLOW TREE (OAK PARK HS) / OAK PARK	R & R PRV	\$ 385.00
3629.11	CITY OF OXNARD - WATER	"C" ST. & CHANNEL ISLANDS BLVD. / OXNARD	8" WTR. MAIN REPAIR	\$ 10,319.00
3630.11	V.R.S.D.	256 ST. CROIX CT. / OAK PARK	FIRE HYDRANT REPAIR	\$ 2,576.00
3633.11	CITY OF OXNARD - WATER	"C" ST. & CHANNEL ISLANDS BLVD. / OXNARD	8" WTR. REPAIR (#2)	\$ 4,619.00
3634.11	V.R.S.D.	TAMARIND & BUTTONWOOD / OAK PARK	RPR. 2ea ¾" SERVICES	\$ 2,283.00
3635.11	V.R.S.D.	NAPOLEON & BROMELY / OAK PARK	TEMP. PAVE MH's & VLVS	\$ 2,075.00
3636.11	CITY OF OXNARD - SAN.	ETTING RD. E/O OLDS RD. / OXNARD	SEWER REPAIR	\$ 32,392.00
3637.11	CITY OF OXNARD - WATER	ETTING RD. E/O OLDS RD. / OXNARD	8" SERVICE REPAIR	\$ 13,385.00
3639.11	V.R.S.D.	VARIOUS LOCATIONS / OAK PARK	PAVE MH's & VLVS.	\$ 3,891.00
3642.11	CITY OF OXNARD - WATER	2120 VINA DEL MAR / OXNARD	REPAIR WATER SERVICE	\$ 8,686.00
2012				
3643.12	CITY OF OXNARD - SAN.	160 McMILLAN AVE. / OXNARD	SEWER REPAIR	\$ 23,479.00

3650.12	V.R.S.D.	2 PEREGRINE CIRCLE / OAK PARK	REPLACE ANGLE STOP	\$ 869.00
3651.12	V.R.S.D.	167 CONCERTO DR. / OAK PARK	RPLC.1" WATER SERVICE	\$ 4,396.00
3655.12	CITY OF OXNARD - SAN.	273 E. 5th STREET / OXNARD	RPR. 4" CLEANOUT	\$ 1,793.00
3658.12	CITY OF OXNARD - SAN.	1201 CESAR CHAVEZ / OXNARD	SEWER LAT. REPAIR	\$ 2,963.00
3659.12	CITY OF OXNARD - WATER	1535 E. HUENEME RD. / OXNARD	WATER REPAIR	\$ 20,943.00
3664.12	V.R.S.D.	473 CRESTHILL DR. / OAK PARK	SERVICE REPAIR	\$ 6,809.00
3674.12	V.R.S.D.	6590 MAPLEGROVE / OAK PARK	REPLACE WATER SERV.	\$ 5,813.00
3675.12	CITY OF OXNARD - WATER	CENTRAL AVE. @SPRINGVILLE / CAMARILLO	RAISE WATER VAULT	\$ 2,425.00
3676.12	V.R.S.D.	6353 NORMANDY TERRACE / OAK PARK	REPLACE WATER SERV.	\$ 5,479.00
3679.12	V.R.S.D.	1002 DOUBLETREE / OAK PARK	REPAIR FIRE HYDRANT	\$ 4,561.00
3684.12	V.R.S.D.	6691 SUMMERHILL CT. / OAK PARK	4" WTR. MAIN RPR.	\$ 13,274.00
3686.12	CITY OF OXNARD - WATER	HUENEME RD. & ARCTURUS / OXNARD	WATER MAIN REPAIR	\$ 2,594.00
3693.12	CITY OF OXNARD - WATER	HUENEME RD. & EDISON DR. / OXNARD	EMER. 16" WTR REPAIR	\$ 76,480.00
3706.12	CITY OF OXNARD - WATER	710 CHANNEL ISLANDS DR. / OXNARD	WATER REPAIR	\$ 8,434.00
3709.12	V.R.S.D.	6663 BUTTONWOOD AVE. / OAK PARK	PULL NEW WTR. SERV.	\$ 6,202.00
3716.12	V.R.S.D.	3674 OLD PACIFIC COAST HWY. / FARIA BEACH	REPAIR 2" SEWER	\$ 1,242.00
3728.12	V.R.S.D.	103 ROSEHEDGE LN. / OAK PARK	WTR. MAIN/SERV. LEAK	\$ 16,860.00
3735.12	CITY OF OXNARD - WATER	HARBOR BLVD. n/o GONZALES / OXNARD	RPLC. 6" WTR. SERV.	\$ 11,315.00
3737.12	V.R.S.D.	6513 JOSHUA ST. / OAK PARK	RPR. WATER SERVICE	\$ 6,417.00
3756.12	V.R.S.D.	1112 HEATHERVIEW DR. / OAK PARK	RPR. WATER SERVICE	\$ 2,248.00
3758.12	V.R.S.D.	6465 SMOKETREE / OAK PARK	REPAIR MAIN BREAK	\$ 7,076.00
3761.12	CITY OF OXNARD - WATER	ROSE AVE. & RAIDERS WAY / OXNARD	12" MAIN REPAIR	\$ 23,958.00
3762.12	V.R.S.D.	CHAPARRAL PARK ON MEDEA CREEK LN./OAK PARK	R&R AMS & METER BOXES	\$ 1,520.00
3763.12	CITY OF OXNARD - SAN.	750 FRESCA DR. / OXNARD	RPR. SEWER LATERAL	\$ 4,889.00
3765.12	CITY OF OXNARD - SAN.	1831 JOANNE WAY / OXNARD	REPLACE SEWER LATERAL	\$ 7,530.00
3766.12	CITY OF OXNARD - SAN.	HOBSON WY. & SEAPORT DR. / OXNARD	R&R SEWER	\$ 17,072.00
2013				
3778.13	CITY OF OXNARD - SAN.	OUTRIGGER WY. & MANDALAY BEACH RD. / OXNARD	SEWER	\$ 16,185.00
3783.13	CITY OF OXNARD - SAN.	WOOLEY RD., e/o HARBOR BLVD. / OXNARD	FORCE MAIN REPAIR	\$ 42,934.00
3784.13	V.R.S.D.	CONIFER ST. & LOCUST AVE. / OAK PARK	RPR. 2" AIR VAC/BLOW-OFF	\$ 12,368.00
3790.13	CITY OF OXNARD - SAN.	324 S. "G" STREET / OXNARD	REPLACE 2 WYES	\$ 4,868.00
3792.13	CITY OF OXNARD - SAN.	123/127 "D" STREET / OXNARD	REPLACE MANHOLE	\$ 11,010.00
3802.13	V.R.S.D.	CONIFER CR. & ROSEHEDGE / OAK PARK	NEW 2"x1" MANIFOLD SERV.	\$ 15,171.00
3806.13	CITY OF OXNARD - SAN.	411 PLEASANT VALLEY RD. / OXNARD	RPR. 4" SEWER LATERAL	\$ 6,782.00
3807.13	V.R.S.D.	1116 HEATHERVIEW DR. / OAK PARK	WATER LEAK	\$ 16,579.00
3808.13	V.R.S.D.	690 COVEWOOD ST. / OAK PARK	HYDRANT REPAIR	\$ 1,933.00
3809.13	V.R.S.D.	6605 BAYBERRY ST. / OAK PARK	SERVICE LEAK	\$ 6,069.00
3812.13	CITY OF OXNARD - SAN.	4730 SAN JUAN AVE. / OXNARD	SEWER LATERAL REPAIR	\$ 2,701.00
3819.13	CITY OF OXNARD - WATER	CHANNEL ISLANDS BLVD. & PENINSULA / OXNARD	REPLACE 12" MAIN	\$ 66,735.00
3824.13	CITY OF OXNARD - SAN.	HUENEME RD. e/o CONNER / OXNARD	12" SEWER MAIN REPAIR	\$ 8,108.00
3830.13	V.R.S.D.	6625 BAYBERRY / OAK PARK	REPAIR WATER SERVICE	\$ 7,215.00
3832.13	CITY OF OXNARD - SAN.	STURGIS RD. / OXNARD	RAISE SEWER & SD M.H.'s	\$ 12,470.00
3836.13	CITY OF OXNARD - WATER	2375 MARTINIQUE DR. / OXNARD	WATER SERVICE REPAIR	\$ 2,705.00
3840.13	CITY OF OXNARD - WATER	3840 C.I. BLVD. w/o VICTORIA AVE. / OXNARD	REPAIR 12" MAIN	\$ 6,585.00
3848.13	CITY OF OXNARD - WATER	ARCTURUS AVE. & HUENEME RD. / OXNARD	CUT-IN 12" GATE VALVE	\$ 15,021.00
3851.13	CITY OF OXNARD - SAN.	3654 VIA MARINA AVE. / OXNARD	SEWER LATERAL REPAIR	\$ 8,602.00
3852.13	CITY OF OXNARD - SAN.	1001 HUNTSWOOD WAY / OXNARD	SEWER LATERAL REPAIR	\$ 6,298.00
3853.13	CITY OF OXNARD - SAN.	1011 AZALEA ST. / OXNARD	SEWER LATERAL REPAIR	\$ 7,304.00
3854.13	CITY OF OXNARD - SAN.	1810 CABRILLO WAY / OXNARD	SEWER LATERAL REPAIR	\$ 9,860.00
3864.13	CITY OF OXNARD - WATER	1531 HUENEME RD.; X-EDISON DR. / OXNARD	NEW 16" VALVE	\$ 48,790.00
3866.13	V.R.S.D.	SATINWOOD WY. / OAK PARK	R & R 3" METER	\$ 880.00
3874.13	V.R.S.D.	1263 BRIARGATE CT. / OAK PARK	WATER SERVICE LEAK	\$ 6,453.00
3878.13	CITY OF OXNARD - WATER	HUENEME RD. & CONNER / OXNARD	RPR. WATER MAIN BREAK	\$ 5,424.00
3881.13	V.R.S.D.	MUSSEL SHOALS / VENTURA COUNTY	4" SEWER FORCE MAIN RPR.	\$ 2,575.00

3886.13	CITY OF OXNARD - SAN.	W. 5th ST., BTWN. HOBSON WY. & "F" ST. / OXNARD	SEWER MAIN REPAIR	\$ 37,635.00
3890.13	CITY OF OXNARD - SAN.	WOOLEY RD. BRIDGE / OXNARD	14" HDPE FORCE MAIN	\$108,346.00
3891.13	CITY OF OXNARD - SAN.	RAIDERS WAY / OXNARD	RAISE MANHOLES	\$ 4,542.00
3895.13	CITY OF OXNARD - SAN.	1111 FUCHSIA ST. / OXNARD	R & R SEWER LATERAL	\$ 11,401.00
3896.13	V.R.S.D.	165 SATINWOOD AVE. / OAK PARK	REPAIR HYDRANT LEAK	\$ 7,389.00
3899.13	CITY OF OXNARD - SAN.	225 E. CHANNEL ISLANDS BLVD. / OXNARD	4" SEWER LAT. REPAIR	\$ 2,801.00
3900.13	CITY OF OXNARD - SAN.	5th ST., BETWEEN "C" ST. & VENTURA RD. / OXNARD	RAISE SWR. & SD MANHOLES	\$ 21,547.00
3901.13	CITY OF OXNARD - SAN.	MAGELLAN AVE., s/o PERKINS / OXNARD	SEWER MH DECK REPAIR	\$ 3,180.00
3902.13	CITY OF OXNARD - SAN.	1340 S. OXNARD BLVD. / OXNARD	REPAIR SINKHOLE	\$ 1,933.00
3903.13	V.R.S.D.	1112 HEATHERVIEW CT. / OAK PARK	WATER SERVICE REPAIR	\$ 2,958.00
3905.13	CITY OF OXNARD - WATER	HUENEME RD. e/o RAYTHEON RD. / OXNARD	RAISE 6" WATER VALVES	\$ 4,733.00
3908.13	V.R.S.D.	TOLAND RD. LANDFILL / SANTA PAULA	SILT FENCE	\$ 9,160.00
3909.13	CITY OF OXNARD - SAN.	HUENEME RD. & EDISON RD. / OXNARD	RAISE MANHOLES	\$ 3,220.00
3912.13	V.R.S.D.	BAILARD LANDFILL; VICTORIA & GONZALES / OXNARD	SILT FENCE	\$ 9,596.00
3916.13	V.R.S.D.	VARIOUS LOCATIONS / OAK PARK	RAISE MH'S & VALVES	\$ 19,032.00
3917.13	V.R.S.D.	1177 HEATHERVIEW / OAK PARK	WATER SERVICE REPAIR	\$ 2,692.00
3919.13	CITY OF OXNARD - SAN.	1201 CAMELLIA / OXNARD	REPAIR 4" SEWER LATERAL	\$ 2,020.00
3923.13	V.R.S.D.	587 CALLE DE LAS OVEJAS / OAK PARK	WATER SERVICE REPAIR	\$ 1,729.00
3925.13	CITY OF OXNARD - SAN.	1120 ELDER / OXNARD	SEWER LATERAL REPAIR	\$ 12,967.00
3930.13	CITY OF OXNARD - SAN.	PERKINS RD. - TREATMENT PLANT / OXNARD	SEWER REPAIR	\$ 12,540.00
3932.13	CITY OF OXNARD - SAN.	3rd ST. BTWN. GARFIELD & HAYES / OXNARD	R&R 8" SEWER MAIN	\$ 16,201.00
3940.13	CITY OF OXNARD - SAN.	SANTA LUCIA & FEATHERSTONE / OXNARD	R&R MANHOLE	\$ 14,964.00
3943.13	CITY OF OXNARD - SAN.	OLIVE & POPLAR ST. / OXNARD	RAISE MANHOLES	\$ 12,396.00
3946.13	V.R.S.D.	MUSSEL SHOALS & PCH / VTA. CO.	4" FORCEMAIN TIE-INS	\$ 4,386.00
3947.13	CITY OF OXNARD - WTR.	HUENEME RD. & ARCTURUS / OXNARD	10" WATER REPAIR	\$ 2,154.00
2014				
3949.14	CITY OF OXNARD - WTR.	PLEASANT VALLEY RD. & CLOYNE / OXNARD	12" CIP MAIN REPAIR	\$ 10,915.00
3951.14	CITY OF OXNARD - SAN.	"J" ST. & ALLEY n/o CLARA / OXNARD	REPAIR CATCH BASIN	\$ 5,429.00
3952.14	CITY OF OXNARD - SAN.	McKINLEY & COOPER / OXNARD	NEW MANHOLE	\$ 23,000.00
3953.14	CITY OF OXNARD - SAN.	"M" ST. & DORIS / OXNARD	REPLACE GRATE	\$ 520.00
3961.14	V.R.S.D.	TOLAND LANDFILL / SANTA PAULA	CONCRETE PAD	\$ 21,131.00
3962.14	CITY OF OXNARD - WTR.	RINCON & "C" STREET / OXNARD	PAVING REPAIR	\$ 6,909.00
3965.14	CITY OF OXNARD - SAN.	1421 BEVERLY DR. / OXNARD	SEWER MAIN REPAIR	\$ 7,098.00
3976.14	CITY OF OXNARD - WTR.	VENTURA RD. & HEMLOCK ST. / OXNARD	10" CIP MAIN REPAIR	\$ 33,799.00
3983.14	CITY OF OXNARD - WATER	PLEASANT VALLEY & "C" ST. / OXNARD	WATER MAIN REPAIR	\$ 26,367.00
3984.14	CITY OF OXNARD - WATER	343 E. HEMLOCK ST. / OXNARD	6" WATER MAIN REPAIR	\$ 10,583.00
3985.14	V.R.S.D.	KANAN & CONIFER / OAK PARK	REPLACE 2" AMS	\$ 750.00
3989.14	CITY OF OXNARD - SAN.	1430 FATHOM DR. / OXNARD	SEWER LATERAL REPAIR	\$ 7,882.00
4004.14	CITY OF OXNARD - SAN.	2154 SAVIERS ROAD / OXNARD	8" SEWER MAIN REPAIR	\$ 13,091.00
4006.14	CITY OF OXNARD - SAN.	BEARDSLEY RD. & WRIGHT RD. / CAMARILLO	RAISE MANHOLES	\$ 6,764.00
4007.14	CITY OF OXNARD - SAN.	3rd STREET & "H" STREET / OXNARD	8" SEWER MAIN REPAIR	\$ 15,748.00
4008.14	CITY OF OXNARD - SAN.	MAGNOLIA AVE. & "I" STREET / OXNARD	8" SEWER MAIN REPAIR	\$ 3,972.00
4009.14	CITY OF OXNARD - SAN.	618 W. 1st STREET / OXNARD	8" SEWER MAIN REPAIR	\$ 14,100.00
4010.14	CITY OF OXNARD - SAN.	1050 "C" STREET @WOOLEY RD. / OXNARD	12" SEWER MAIN REPAIR	\$ 6,713.00
4011.14	CITY OF OXNARD - SAN.	"M" ST. & DORIS AVE. / OXNARD	8" SEWER MAIN REPAIR	\$ 8,896.00
4013.14	V.R.S.D.	524 MYRTLE CT. / OAK PARK	1" WATER SERVIVC REPAIR	\$ 5,767.00
4014.14	V.R.S.D.	4932 BARBADOS CT. / OAK PARK	1" WATER SERVIVC REPAIR	\$ 5,795.00
4016.14	CITY OF OXNARD - WATER	3391 HUENEME RD. / OXNARD	4" SERVICE REPAIR	\$ 16,769.00
4019.14	V.R.S.D.	6692 INDIAN BROOM / OAK PARK	1" WATER SERVIVC REPAIR	\$ 18,624.00
4029.14	V.R.S.D.	524 MYRTLE CT. / OAK PARK	WATER SERVICE REPAIR	\$ 7,894.00
4032.14	V.R.S.D.	1112 HEATHERVIEW DR. / OAK PARK	WATER SERVICE REPAIR	\$ 11,910.00
4034.14	V.R.S.D.	6709 SINGLETREE LN. / OAK PARK	WATER SERVICE REPAIR	\$ 3,709.00
4037.14	CITY OF OXNARD - SAN.	PATTERSON RD. & GONZALES RD. / OXNARD	RAISE MANHOLES	\$ 13,094.00
4039.14	V.R.S.D.	6912 SINGLETREE LN. / OAK PARK	WATER SERVICE REPAIR	\$ 3,599.00

RE: QUESTION #1 ON "BIDDER'S QUESTIONNAIRE"

COPY OF CURRENT STATE CONTRACTORS LICENSE



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Establishment	Date Range	Office	State
Sam Hill & Sons Inc.	04/04/2009 to 08/04/2014	all	CA

Please note that inspections which are known to be incomplete will have the identifying Activity Nr shown in *italic*.
Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

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By Date

By Date											
		Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
☐	1	<u>314830811</u>	07/03/2012	0950643	CA	Complaint	Partial	1623	237130	5	Sam Hill & Sons, Inc.

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Inspection: 314830811 - Sam Hill & Sons, Inc.

Inspection Information - Office: Ca Van Nuys

Nr: 314830811

Report ID:0950643

Open Date: 07/03/2012

Sam Hill & Sons, Inc.

Erbes Rd. & South Side Of Avenida De Los Flores

Thousand Oaks, CA 91360

Union Status: NonUnion

SIC: 1623/Water, Sewer, Pipeline, and Communications and Power Line Construction

NAICS: 237130/Power and Communication Line and Related Structures Construction

Mailing: 2627 Beene Rd., Ventura, CA 93003

Inspection Type: Complaint

Scope: Partial

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference: 12/06/2012

Planning Guide: Safety-Construction

Close Case: 11/10/2013

Related Activity: Type	ID	Safety	Health
Complaint	208548123	Yes	Yes

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1			4		5
Current Violations	1			4		5
Initial Penalty	5400			1800		7200
Current Penalty	5400			1800		7200
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	<u>01001</u>	Other	1541 B01	12/07/2012	12/12/2012	\$450	\$450	\$0	-	-
2.	<u>01002</u>	Other	1675 B	12/07/2012	12/12/2012	\$450	\$450	\$0	-	-
3.	<u>01003</u>	Other	3395 C	12/07/2012	12/12/2012	\$450	\$450	\$0	-	-
4.	<u>01004</u>	Other	3395 F03	12/07/2012	12/26/2012	\$450	\$450	\$0	-	-
5.	<u>02001</u>	Serious	15410001 A01	12/07/2012	12/12/2012	\$5400	\$5400	\$0	-	-

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Standard Cited:15410001 A01

Violation Items

Nr: 314830811 Citation: 02001 Issuance: 12/07/2012 ReportingID: 0950643

Viol Type: Serious	NrInstances: 1	Contest Date:
Abatement Date: 12/12/2012 I	Nr Exposed: 2	Final Order:
Initial Penalty: 5400.00	REC:	Emphasis:
Current Penalty: 5400.00	Gravity:	Haz Category:

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General and special trade contractors primarily engaged in the construction of water and sewer mains, pipelines, and communications and power lines.

- Aqueduct construction-general contractors
- Cable laying construction-contractors
- Cable television line construction-contractors
- Conduit construction-contractors
- Distribution lines construction, oil and gas field-general contractors
- Gas main construction-general contractors
- Manhole construction-contractors
- Natural gas compressing station construction-general contractors
- Pipelaying-general contractors
- Pipeline construction-general contractors
- Pipeline wrapping-contractors
- Pole line construction-general contractors
- Power line construction-general contractors
- Pumping station construction-general contractors
- Radio transmitting tower construction-general contractors
- Sewage collection and disposal line construction-general contractors
- Sewer construction-general contractors
- Telegraph line construction-general contractors
- Telephone line construction-general contractors
- Television transmitting tower construction-general contractors
- Transmission line construction-general contractors
- Water main line construction-general contractors

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**CITY OF OXNARD
SPECIFICATION NUMBER PW14-12**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Sam Hill & Sons, Inc.

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4104 et seq., each bidder submitting bids for the construction of any public work or improvement shall set forth:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

<i>The information requested below must be filled out completely.</i>			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening-	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
1. None				
2. None				
3. None				

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER PW14-12**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Sam Hill & Sons, Inc.

<i>The information requested below must be filled out completely.</i>			<i>This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.</i>	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
4. None				
5. None				
6. None				
7. None				
8. None				
9. None				

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER PW14-12**

REFERENCES

BIDDER'S NAME Sain Hill & Sons, Inc.

Bidders are required to list at least three references for similar work as described in these specifications. This information will enable the City to evaluate the bidder's responsibility, experience, skill and business and financial position.

Project Description PW09-12 - Non-Scheduled (Emergency) Repairs to Storm Drains, Sewers & Appurtenances		
Owner City of Oxnard	Project Location Various Locations in Oxnard	
Project Cost \$500,000. ⁰⁰ per year	Project Manager Peter Martinez	Telephone (805)-271-2214

Project Description Maintenance and/or repair work related to water & wastewater facilities		
Owner Ventura Regional Sanitation District	Project Location Various Locations throughout Ventura County	
Project Cost \$200,000. ⁰⁰ per year	Project Manager Richard Jones	Telephone (805) 658-4648

Project Description Non-Scheduled Emergency Repairs to Water Infrastructure & Appurtenances		
Owner City of Oxnard	Project Location Various Locations in Oxnard	
Project Cost \$600,000. ⁰⁰ per year	Project Manager Rod Paniagua	Telephone (805) 385-8154



SIGNATURE OF BIDDER

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

Certificate of Publication

Ad #351592

In Matter of Publication of:

Public Notice

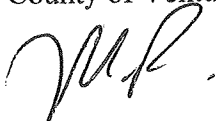
State of California)
))§
County of Ventura)

I, **Maria Rodriguez**, hereby certify that the **Ventura County Star Newspaper** has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Camarillo, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

July 18, 2014

I, Maria Rodriguez certify under penalty of perjury, that the foregoing is true and correct.

Dated this July 18, 2014; in Camarillo, California, County of Ventura.



Maria Rodriguez
(Signature)

NOTICE TO BIDDERS
The Oxnard City Council has authorized the invitation to bid on Project Specification Number PW14-12 for the Non-Scheduled Repairs-Wastewater and Storm Drain Systems Project. The work will consist of on-call services for the repair of wastewater and storm drain systems on an as-needed basis. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, Class A to be considered as a prime contractor qualified for award of this project. Per City policy no engineer's construction estimate is provided for public bid projects.
Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopyUSA - www.cybercopyreprographics.com , or phone (805) 642-3292; fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$20.00 shipping and handling starting on MONDAY, JULY 21, 2014. The Plans and Specifications may be obtained in electronic medium format-CD's for a non-refundable fee of \$35.00 including shipping and handling. For further bid information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.
A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, JULY 30, 2014. All prospective bidders are urged to attend.
All contractors will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate when required, shall be used. These determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.
Each bid shall be submitted on the bid documents (BLUE-BID SHEETS) provided by the City of Oxnard and the bidder MUST be a PLAN-HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 305 West Third Street (East Wing), Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, AUGUST 20, 2014. Immediately thereafter all bids shall be publicly opened by the City Clerk and Purchasing Agent in the Council Chambers, 305 West Third Street, Oxnard, CA 93030.
FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO GENERAL SERVICES - 805-385-7821.
Ad Date 07/18/14

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

NOTICE OF PUBLIC HEARING

PSN PW14-12

STATE OF CALIFORNIA
COUNTY OF VENTURA

I Luis Ayala

hereby certify that Ventura County VIDA Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Principal Clerk of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit.

July 17, 24, 2014

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California, on the

24th day of July 2014


(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number PW14-12 for the Non-Scheduled Repairs-Wastewater and Storm Drain System Project. The work is to provide for on-call services for the repair of wastewater and storm drain systems, on an as-needed basis. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, Class A to be considered as a prime contractor qualified for award of this project.

Per City policy no engineer's construction estimate is provided for a public bid project.

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FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO GENERAL SERVICES - 805-385-7821.



Meeting Date: 03/25/14

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

Prepared By: Lou Balderrama, City EngineerAgenda Item No. 5-7Reviewed By: City Manager [Signature]City Attorney [Signature]Finance [Signature]Public Works [Signature]**DATE:** March 5, 2014**TO:** City Council**FROM:** [Signature] Rob Roshanian, Interim Public Works Director
Public Works Department**SUBJECT:** Project Specification PW14-12
Non-Scheduled Repairs to Sewer and Storm Drain Systems**RECOMMENDATION**

That City Council approve project Specification PW14-12 for on-call services for non-scheduled repairs to sewer and storm drain systems within the City, and authorize staff to solicit bids for the project.

DISCUSSION

The City's storm water and wastewater collection systems are comprised of approximately 388 miles of storm drain pipes, 425 miles of sewer lines, and 6,000 sewer manholes. Over time, these systems deteriorate due to sewer gases, corrosion, earth movement, root intrusion, poor initial backfill compaction, or other causes. In order to avoid the public health hazards and regulatory fines associated with overflows and spills from the sewer system, as well as to prevent the property damage associated with flooding from the storm drainage system, the City must make prompt repairs when it discovers damage or deterioration to these systems.

City staff currently performs routine inspections and cleaning of both the sewer and storm drain systems, and designs, schedules, bids and constructs large repairs and replacements to these systems through its Capital Improvement Program. When the City discovers damage or deterioration that may lead to imminent overflows, spills or flooding, it utilizes a construction contractor to make timely repairs.

Project Specification PW14-12 provides for non-scheduled repairs to storm drains, sewer lines and appurtenances for Fiscal Year 2014-2015 through Fiscal Year 2016-17 on an "as needed" basis, with the potential to renew the contract for two (2) additional years. The specification was prepared to establish unit costs to cover all aspects of work including equipment, labor, overhead, and materials and is available in the Public Works Contract Procurement Office for review.

Project Specification PW14-12 Non-Scheduled Repairs to Sewer and Storm Drain Systems

March 5, 2014

Page 2

FINANCIAL IMPACT

The cost of this contract is not to exceed \$500,000 per year. The initial contract will be for three years and will not exceed \$1,500,000. If the contract is renewed for two additional years, the total contract value will not exceed \$2,500,000. Funds will be requested in the recommended budget for FY 2014-2015 in Wastewater Collection System Operating Account No. 611-6103-847-8308. Future requests for appropriation will be done during the budget process.

Note: A copy of Specification PW14-12 is available for review at the 1060 Pacific Avenue, Building #2, after 8:00 a.m. on Thursday prior to the City Council meeting.

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Daniel Rydberg

Date: October 21, 2014
Phone: 385-8055

Reason for Appropriation:

To fund Contract No. A-7721 with Sam Hill and Sons, Incorporated for PW14-12 non-scheduled repairs to wastewater collection and storm drain systems for Fiscal Year 2014-15.

Accounts and Descriptions

AMOUNT

Fund: WASTEWATER COLLECTION OPERATING (611)

Expenditures/Transfers Out

Wastewater Collection System Maintenance and Upgrade Services (6103)

611-6103-847-8301 Maintenance to Building and Improvements 250,000

Sub-total Expenditures 250,000

Net Change to Wastewater Collection Fund Balance (250,000)

Net Appropriation Change (250,000)

Approvals

Department Director

Daniel Rydberg

Chief Financial Officer

James Cameron

City Manager

REQUIRES CITY COUNCIL AUTHORIZATION

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012