



Meeting Date: 01/11/11

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Kymerly Horner KH Agenda Item No. I-4

Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other N/A

DATE: December 29, 2010

TO: City Council  
Community Development Commission

FROM: Curtis P. Cannon  
Community Development Department

**SUBJECT: Requested \$1,000,000 Additional Funding for the Reimbursement of the Costs to Acquire Land for and Install and Construct the Cypress Neighborhood Garden City Acres Park Located at the Corner of Cypress Road and Eugene Walk in the Historic Enhancement and Revitalization of Oxnard Project Area**

**RECOMMENDATION**

That City Council:

1. Approve and adopt a resolution entitled, "A resolution of the City Council of the City of Oxnard, California, consenting to payment or reimbursement by the Oxnard Community Development Commission of additional costs related to certain public improvements in the Historic Enhancement and Revitalization of Oxnard ("HERO") Project Area, and making certain determinations and findings (Garden City Acres Park)."
2. Approve and authorize the Mayor to execute the Cooperation Agreement (A-7384) with the Oxnard Community Development Commission ("CDC") in an amount not to exceed \$1,000,000 for payment of costs associated with the development of the Garden City Acres Park.

That CDC:

1. Approve and adopt a resolution entitled, "A resolution of the Oxnard Community Development Commission agreeing to pay or reimburse additional costs related to certain public improvements in the Historic Enhancement and Revitalization of Oxnard ("HERO") Project Area, and making certain determinations and findings (Garden City Acres Park)."
2. Approve and authorize the Chairman to execute the Cooperation Agreement (A-7384) with the City of Oxnard in an amount not to exceed \$1,000,000 for payment of costs associated with the development of the Garden City Acres Park.

3. Approve the appropriation of additional funds in the amount of \$1,000,000 from the HERO Fund Balance to Project Number 098702.

## **DISCUSSION**

On November 9, 2004 the City entered into an agreement with CC Communities, LLC (Applicant therein) and agreed to reimburse Applicant an estimated cost of \$4,487,791 to acquire land for and to install the Garden City Acres Park Improvements (Park Improvements) in the Cypress Neighborhood. On March 13, 2007 the City entered into an Amendment to Park Agreement with Applicant that established a date for the delivery of the park and a City payment schedule. On November 20, 2007 the City entered into a Second Amendment to Park Agreement (collectively, the Park Agreement) with Applicant and Westwind Tiburon Associates, LLC (as Assignee therein) that increased the City's reimbursement amount to \$4,941,283.

The Development Services staff reports that accompanied the original Park Agreement and the Amendments thereto approved by the City Council all indicated that the park land acquisition and improvement costs would be funded with Quimby Funds from the Cypress Neighborhood and redevelopment funds. The City and CDC previously entered into a Cooperation Agreement in January, 2010 ("Original Cooperation Agreement") pursuant to which the CDC agreed to pay \$3,300,000 toward the costs for the park. The purpose of the new Cooperation Agreement between the City and the CDC is to evidence the agreement of the CDC and City for the CDC to pay up to an additional \$1,000,000 of the City's \$4,941,283 obligation under the Park Agreement and Amendments. The funds provided by Commission under the new Cooperation Agreement would be in addition to the funds provided in the Original Cooperation Agreement.

Pursuant to Section 33445 of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*) (CRL), the CDC may, with the consent of the City Council, pay all or part of the value of the land for and the cost of the installation and construction of any facility, structure, or other improvement which is publicly owned inside a project area, if the City Council makes certain determinations. These findings are contained in the attached CDC and City Resolutions.

## **FINANCIAL IMPACT**

Funds in the amount of \$3,300,000 were previously appropriated to the Garden City Acres Park Project as part of the City's overall budget process. If approved, the attached Special Budget Appropriation will allow for \$1,000,000 of redevelopment funds from the HERO Project Area to be appropriated to Project Number 098702, Account Number 405-8724-827-8605. This Special Budget Appropriation request will have no impact to the on the City's General Fund.

- Attachment #1 - Special Budget Appropriation Form  
#2 - City Resolution  
#3 - Community Development Commission Resolution  
#4 - Cooperation Agreement

# CITY OF OXNARD

## REQUEST FOR SPECIAL BUDGET APPROPRIATION

To the City Manager:

January 11, 2011

Request is hereby made for an appropriation of total . . . . .

\$ 1,000,000

Reason for appropriation:

Appropriation of \$1,000,000 from HERO  
Project Area Fund Balance for  
reimbursement of the costs to acquire land  
and for the construction of Garden City  
Acres Park.

<u>FUND</u>	<u>DESCRIPTION/ACCOUNT</u>	<u>AMOUNT</u>
CDC - HERO Project Area (405)	HERO 405-8724 (098702)	
	827-8605-Improvements Not Bldg -Repair	1,000,000
	<b>Net Estimated Change to CDC HERO Fund</b>	<u><u>(1,000,000)</u></u>

*Curtis S. Cannon*  
*Kenneth Hor*  
\_\_\_\_\_  
Manager

REQUIRES CITY COUNCIL APPROVAL

CHIEF FINANCIAL OFFICER

*James Cameron*  
\_\_\_\_\_

Disposition

Approved \_\_\_\_\_

Rejected \_\_\_\_\_

Transfer by Journal Voucher

\_\_\_\_\_

City Manager

## CITY COUNCIL OF THE CITY OF OXNARD

Resolution No. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, CONSENTING TO PAYMENT OR REIMBURSEMENT BY THE OXNARD COMMUNITY DEVELOPMENT COMMISSION OF ADDITIONAL COSTS RELATED TO CERTAIN PUBLIC IMPROVEMENTS IN THE HISTORIC ENHANCEMENT AND REVITALIZATION OF OXNARD (HERO) PROJECT AREA, AND MAKING CERTAIN DETERMINATIONS AND FINDINGS (GARDEN CITY ACRES PARK)

WHEREAS, the Oxnard Community Development Commission ("Commission") is engaged in activities necessary to implement the Redevelopment Plan ("Redevelopment Plan") for the HERO Project Area ("Project Area"); and

WHEREAS, the Commission has adopted a Five Year Implementation Plan for the Project Area in accordance with Section 33490 of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) ("CRL") ("Implementation Plan"); and

WHEREAS, pursuant to Section 33445(a) of the CRL, the Commission may, with the consent of the City Council ("City Council") of the City of Oxnard ("City"), pay all or part of the value of the land for and the cost of the installation and construction of any building, facility, structure, or other improvement which is publicly owned inside or contiguous to the project area, if the City Council makes certain determinations; and

WHEREAS, the City and Commission previously entered into a Cooperation Agreement dated as of January 12, 2010 ("Original Cooperation Agreement") pursuant to which the Commission agreed to pay a portion of the costs for the acquisition of land for and the installation and construction of a six (6) acre public park ("Park Improvements") on certain real property within the Cypress Neighborhood located at the corner of Cypress Road and Eugene Walk ("Property"). The Park Improvements are public improvements located within the Project Area; and

WHEREAS, the Commission desires to pay additional costs for the acquisition of land for and the installation and construction of the Park Improvements and the Commission and City have negotiated a new Cooperation Agreement to that effect ("Cooperation Agreement"). The funds to be provided by Commission under the new Cooperation Agreement are in addition to the funds provided in the Original Cooperation Agreement; and

WHEREAS, it is in the best interests of the City and for the common benefit of residents, employees, business tenants and property owners within the Project Area and the City as a whole for the Park Improvements to be installed and constructed; and

WHEREAS, since there are no other reasonable means available to the City to finance the Park Improvements, the Commission proposes to pay for or reimburse additional costs for the acquisition of land for and the installation and construction of the Park Improvements in accordance with the Cooperation Agreement; and

WHEREAS, the Park Improvements are of benefit to the Project Area in which the Park Improvements are located; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the City Council of the City of Oxnard, California hereby resolves as follows:

1. The City hereby finds and determines that all recitals set forth in this Resolution are true and correct and incorporated herein in full by this reference.
2. Based on substantial evidence in the record, the City hereby finds and determines that:
  - a. The acquisition of land or installation or construction of the Park Improvements are of benefit to the Project Area by helping to eliminate blight within the Project Area. This finding is based, in part, on the fact that six major goals of the City contained in the Implementation Plan include: (1) establishment, by effective use of the redevelopment process, a planning and implementation framework that will ensure proper, long-term development of identified blighted areas; (2) development of underdeveloped or poorly developed areas; (3) elimination and prevention of the spread of blight and deterioration; (4) strengthening the economic base of the Project Areas by installation of needed improvements; (5) elimination or mitigation certain environmental deficiencies such as insufficient off-street and on-street parking, facilities and utility deficiencies that adversely affect the Project Area; and (6) promotion of private sector investment within the Project Area. The acquisition of land for and the installation and construction of the Park Improvements assist in obtaining these goals. One of the programs undertaken pursuant to the Implementation Plan to facilitate the achievement of these goals is a Public Facilities program which includes urban design improvements, public utilities, and street construction. As described in the Implementation Plan, activities grouped under the Public Facilities program are designed to enhance the physical image of public spaces and rectify public improvement deficiencies. Moreover, one of the five year priorities for the Project Area in the Implementation Plan is "construct neighborhood pocket parks". The relationship between specific activities and blight elimination in the Project Area is summarized in Table 11 of the Implementation Plan. The Park Improvements assist in obtaining the goals listed in the Implementation Plan, is consistent with the Implementation Plan and will assist in the elimination of one or more blighting conditions in the Project Area.
  - b. No other reasonable means of financing the acquisition of the land or the installation or construction of the Park Improvements are available to the City. This finding is based, in part, on the fact that the City itself is not in a position to fully finance the acquisition of land for and the installation and construction of the Park Improvements. Without the assistance of tax increment funding from the Project Area, capital improvements in other parts of the City would have to be deferred or

eliminated. Given the constraints on financing sources which are under the direction of the City, it is clear that all anticipated and needed public capital improvements cannot be completed using only City funds. There must be a combination of tax increment and non-tax increment funding.

c. The payment of funds for the acquisition of land or the cost of the Park Improvements is consistent with the Implementation Plan adopted pursuant to CRL Section 33490. This finding is based, in part, on the fact that as discussed above in Section 2.a., the Park Improvements assist in obtaining the goals listed in the Implementation Plan, are consistent with the Implementation Plan and will assist in the elimination of one or more blighting conditions in the Project Area.

3. The City hereby consents to the Commission's payment or reimbursement for additional costs for the Park Improvements in accordance with the Cooperation Agreement.

4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

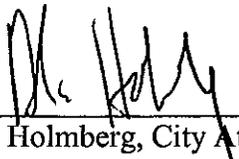
CITY OF OXNARD

\_\_\_\_\_  
Dr. Thomas E. Holden, Mayor

ATTEST:

\_\_\_\_\_  
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Alan Holmberg, City Attorney

## OXNARD COMMUNITY DEVELOPMENT COMMISSION

Resolution No. \_\_\_\_\_

A RESOLUTION OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION AGREEING TO PAY OR REIMBURSE ADDITIONAL COSTS RELATED TO CERTAIN PUBLIC IMPROVEMENTS IN THE HISTORIC ENHANCEMENT AND REVITALIZATION OF OXNARD (HERO) PROJECT AREA, AND MAKING CERTAIN DETERMINATIONS AND FINDINGS (GARDEN CITY ACRES PARK)

WHEREAS, the Oxnard Community Development Commission (“Commission”) is engaged in activities necessary to implement the Redevelopment Plan (“Redevelopment Plan”) for the HERO Project Area (“Project Area”); and

WHEREAS, the Commission has adopted a Five Year Implementation Plan for the Project Area in accordance with Section 33490 of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*) (“CRL”) (“Implementation Plan”); and

WHEREAS, pursuant to Section 33445(a) of the CRL, the Commission may, with the consent of the City Council (“City Council”) of the City of Oxnard (“City”), pay all or part of the value of the land for and the cost of the installation and construction of any building, facility, structure, or other improvement which is publicly owned inside or contiguous to the project area, if the City Council makes certain determinations; and

WHEREAS, the City and Commission previously entered into a Cooperation Agreement dated as of January 12, 2010 (“Original Cooperation Agreement”) pursuant to which the Commission agreed to pay a portion of the costs for the acquisition of land for and the installation and construction of a six (6) acre public park (“Park Improvements”) on certain real property within the Cypress Neighborhood located at the corner of Cypress Road and Eugene Walk (“Property”). The Park Improvements are public improvements located within the Project Area; and

WHEREAS, the Commission desires to pay additional costs for the acquisition of land for and the installation and construction of the Park Improvements and the Commission and City have negotiated a new Cooperation Agreement to that effect (“Cooperation Agreement”). The funds to be provided by Commission under the new Cooperation Agreement are in addition to the funds provided in the Original Cooperation Agreement; and

WHEREAS, it is in the best interests of the City and for the common benefit of residents, employees, business tenants and property owners within the Project Area and the City as a whole for the Park Improvements to be installed and constructed; and

WHEREAS, since there are no other reasonable means available to the City to finance the Park Improvements, the Commission proposes to pay for or reimburse additional costs for the acquisition of land for and the installation and construction of the Park Improvements in accordance with the Cooperation Agreement; and

WHEREAS, the Park Improvements are of benefit to the Project Area in which the Park Improvements are located; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the Oxnard Community Development Commission hereby resolves as follows:

1. The Commission hereby finds and determines that all recitals set forth in this Resolution are true and correct and incorporated herein in full by this reference.
2. Based on substantial evidence in the record, the Commission hereby finds and determines that:
  - a. The acquisition of land or installation or construction of the Park Improvements are of benefit to the Project Area by helping to eliminate blight within the Project Area. This finding is based, in part, on the fact that six major goals of the City contained in the Implementation Plan include: (1) establishment, by effective use of the redevelopment process, a planning and implementation framework that will ensure proper, long-term development of identified blighted areas; (2) development of underdeveloped or poorly developed areas; (3) elimination and prevention of the spread of blight and deterioration; (4) strengthening the economic base of the Project Areas by installation of needed improvements; (5) elimination or mitigation certain environmental deficiencies such as insufficient off-street and on-street parking, facilities and utility deficiencies that adversely affect the Project Area; and (6) promotion of private sector investment within the Project Area. The acquisition of land for and the installation and construction of the Park Improvements assist in obtaining these goals. One of the programs undertaken pursuant to the Implementation Plan to facilitate the achievement of these goals is a Public Facilities program which includes urban design improvements, public utilities, and street construction. As described in the Implementation Plan, activities grouped under the Public Facilities program are designed to enhance the physical image of public spaces and rectify public improvement deficiencies. Moreover, one of the five year priorities for the Project Area in the Implementation Plan is "construct neighborhood pocket parks". The relationship between specific activities and blight elimination in the Project Area is summarized in Table 11 of the Implementation Plan. The Park Improvements assist in obtaining the goals listed in the Implementation Plan, is consistent with the Implementation Plan and will assist in the elimination of one or more blighting conditions in the Project Area.
  - b. No other reasonable means of financing the acquisition of the land or the installation or construction of the Park Improvements are available to the City. This finding is based, in part, on the fact that the City itself is not in a position to finance the acquisition of land for and the installation and construction of the Park Improvements. Without the assistance of tax increment funding from the Project Area, capital improvements in other parts of the City would have to be deferred or eliminated. Given the constraints on financing sources which are under the direction of the City, it is clear that all anticipated and needed public capital improvements cannot be completed using only City funds. There must be a combination of tax increment and non-tax increment funding.

c. The payment of funds for the acquisition of land or the cost of the Park Improvements is consistent with the Implementation Plan adopted pursuant to CRL Section 33490. This finding is based, in part, on the fact that as discussed above in Section 2.a., the Park Improvements assist in obtaining the goals listed in the Implementation Plan, are consistent with the Implementation Plan and will assist in the elimination of one or more blighting conditions in the Project Area.

3. The Commission hereby agrees to pay for or reimburse additional costs for the Park Improvements in accordance with the Cooperation Agreement.

4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

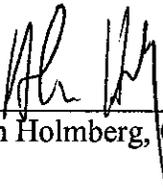
OXNARD COMMUNITY DEVELOPMENT  
COMMISSION

\_\_\_\_\_  
Dr. Thomas E. Holden, Chairman

ATTEST:

\_\_\_\_\_  
Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Alan Holmberg, General Counsel

**Cooperation Agreement  
By And Between  
City Of Oxnard And  
Oxnard Community Development Commission  
(Garden City Acres Park)**

THIS COOPERATION AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of January, 2011, by and between the City of Oxnard ("City") and the Oxnard Community Development Commission ("Commission"), with reference to the following facts:

**RECITALS**

A. The City has heretofore entered into that certain Park Agreement dated November 9, 2004, as amended by the Amendment to Park Agreement dated March 13, 2007, and as further amended by the Second Amendment to Park Agreement dated November 20, 2007, with CC Communities, LLC, a California limited liability company (Applicant therein) and Westwind Tiburon Associates, LLC, a California limited liability company (Assignee therein), to provide public funding for the acquisition of certain real property within the Cypress Neighborhood located at the corner of Cypress Road and Eugene Walk ("Property") and the installation and construction of a six (6) acre public park ("Park Improvements") thereon.

B. The City and Commission desire to cooperate in the acquisition of land for and the installation and construction of the Park Improvements on the Property.

C. The City has adopted a Redevelopment Plan for the Historic Enhancement and Revitalization of Oxnard (HERO) Project Area ("Project Area"). The Property is located within the Project Area.

D. Pursuant to Section 33445(a) of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*), the Commission may, with the consent of the City Council, pay all or part of the value of the land for and the cost of the installation and construction of any building, facility, structure, or other improvement which is publicly owned inside or contiguous to the project area, if the City Council makes certain determinations. The City Council and the Commission have made the determinations required by Section 33445.

E. The City and Commission previously entered into a Cooperation Agreement dated as of January 12, 2010 ("Original Cooperation Agreement") pursuant to which the Commission agreed to pay a portion of the costs for the acquisition of land for and the installation and construction of the Park Improvements on the Property.

F. The Commission desires to pay additional costs for the acquisition of land for and the installation and construction of the Park Improvements on the Property. The funds provided by Commission under this Agreement are in addition to the funds provided in the Original Cooperation Agreement.

NOW, THEREFORE, the parties hereto mutually agree as follows:

## **ARTICLE I COMMISSION'S CONTRIBUTION**

### **Section 101            Commission Contribution**

The Commission agrees to pay for or reimburse an additional portion of the costs for the acquisition of land for and the installation and construction of the Park Improvements on the Property in an amount not to exceed \$1,000,000 ("Commission Funds"). The Commission Funds shall be paid in such amount(s) and in accordance with such procedures acceptable to the Commission Executive Director or the Community Development Director.

### **Section 102            City's Obligation**

The City agrees to utilize the Commission Funds solely to pay (or reimburse) the costs of acquisition of land for and the installation and construction of the Park Improvements on the Property.

## **ARTICLE II GENERAL PROVISIONS**

### **Section 201            Liability and Indemnification**

In contemplation of the provisions of California Government Code Section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Government Code Section 895, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party indemnifies, defends and holds harmless the other parties for any liability, losses, cost or expenses that may be incurred by such other parties solely by reason of Government Code Section 895.2.

### **Section 202            Recitals**

The "Recitals" of this Agreement constitute a material part of this Agreement and are incorporated by reference as though fully set forth hereto.

### **Section 203            Entire Agreement**

This Agreement may be executed in counterpart originals, each of which is deemed to be an original. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

**Section 204**                    **No Third Party Beneficiaries**

This Agreement is intended solely for the benefit of the City and the Commission. There shall be no third party beneficiaries under this Agreement.

**Section 205**                    **Waivers and Amendments**

All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representatives of the parties.

**Section 206**                    **Enforced Delay**

For purposes of any provision of this Agreement, no party, nor any successors or assign of any party, shall be considered in breach of, or default in, its obligations under this Agreement as a result of the enforced delay in the performance of such obligations due to causes beyond such party's reasonable control, including, without limitation, failure of governmental agencies to act or to issue necessary permits or licenses, acts of God, acts of the public enemy, acts of the State or Federal governments, acts of any other party (including, but not limited to, delays in performing such other party's obligations pursuant to this Agreement), fires, floods, epidemics, quarantine restrictions, strikes, labor disputes, freight embargoes, inability to obtain materials or supplies or unusually severe weather or delays of contractors and subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of such party shall be extended for the period of the enforced delay.

**Section 207**                    **Indebtedness**

The Commission's obligation under this Agreement shall constitute an indebtedness of the Commission for the purpose of carrying out the Redevelopment Plan for the Project Area.

**Section 208**                    **Notices**

Any notice to be given or other document to be delivered by either party to the other may be delivered in person or may be deposited in the United States mail, with first class postage prepaid, and addressed as follows:

City:                    City of Oxnard  
                             214 South C Street  
                             Oxnard, California 93030  
                             Attn: City Manager

Commission: Oxnard Community Development Commission  
                             214 South C Street  
                             Oxnard, California 93030  
                             Attn: Executive Director

**Section 209**                    **Further Documents**

The parties hereto hereby agree to execute such other documents and to take such other actions as may be reasonably necessary to further the purposes of this Agreement.

**Section 210**                    **Time of the Essence**

Time is of the essence in this Agreement.

**Section 211**                    **Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

**Section 212**                    **Invalidity**

If any term or provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

**Section 213**                    **Interpretation**

No provision in this Agreement is to be interpreted for or against any party because that party or its legal representatives drafted such provision.

**Section 214**                    **Voluntary Agreement**

The parties hereto further represent and declare that they carefully read this Agreement and know the contents thereof, and that they sign the same freely and voluntarily.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF OXNARD

OXNARD COMMUNITY DEVELOPMENT  
COMMISSION

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Dr. Thomas E. Holden, Mayor

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Dr. Thomas E. Holden, Chairman

ATTEST:

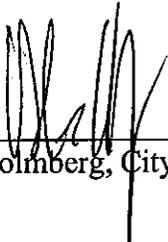
ATTEST:

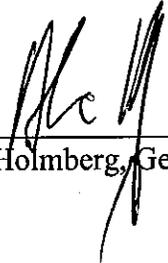
\_\_\_\_\_  
Daniel Martinez, City Clerk

\_\_\_\_\_  
Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Alan Holmberg, City Attorney

  
\_\_\_\_\_  
Alan Holmberg, General Counsel