



Meeting Date: March 8, 2011

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input checked="" 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 *Kymerly Horner* Agenda Item No. \_\_\_\_\_

Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Other (Specify) \_\_\_\_\_

**DATE:** March 5, 2011

**TO:** City Council  
Community Development Commission

**FROM:** Curtis P. Cannon, Community Development Director  
Community Development Department *Curtis P. Cannon*

**SUBJECT:** Resolution Approving the Transfer of All Real Property and Other Assets of the Community Development Commission to the City of Oxnard

**RECOMMENDATION**

That City Council ("Council") adopt a Resolution: (i) approving certain actions to be taken related to the transfer of all real property and other assets of the Community Development Commission ("CDC") to the City of Oxnard (the "City") to meet existing obligations set forth in the Cooperation Agreement and implement the provisions thereof; and (ii) clarifying the authorities and obligations set forth in the Cooperation Agreement.

That the CDC adopt a Resolution: (i) approving certain actions to be taken related to the transfer of all real property and other assets of the CDC to the City to meet existing obligations set forth in the Cooperation Agreement and implement the provisions thereof; and (ii) clarifying the authorities and obligations set forth in the Cooperation Agreement.

**DISCUSSION**

On January 18, 2011, a Cooperation Agreement was entered into by and between the City and the CDC. The purpose of the Cooperation Agreement is to facilitate the implementation of the projects and to provide funding necessary to effectuate the completion of projects within this current fiscal year and future fiscal years. Staff is now seeking approval to carry out the previously approved actions and to clarify the authorities and obligations expressed in the Cooperation Agreement.

By entering into the Cooperation Agreement, the CDC approved the pledge of net available tax increment from the Project Areas in the amount of approximately \$411,525,850, to pay the City to carry out current and future redevelopment capital improvement projects, programs and projects and activities (collectively referred to as the "Projects"). The list of Projects referenced as Exhibit 1 in the Cooperation Agreement, was derived from priorities set forth in the CDC's previously approved Redevelopment Plans and current adopted Implementation Plan. Staff anticipated that over the life of the Project Areas, funding requirements in the amount of \$411,525,850 would be needed to carry out these priorities.

Under the advisement of the CDC's special legal counsel, staff is recommending the transfer of all CDC assets, real property, rents, notes, receivables, cash, fund balances and other tangible interests to the City. This action will allow the Council to appropriately complete redevelopment projects and other related activities on behalf of the CDC as per the Cooperation Agreement. Approval of this transfer serves as a prepayment of obligations under the Cooperation Agreement.

The transfer of real property and cash assets of the CDC to the City is consistent with applicable redevelopment law which allows for the CDC to pay previously incurred indebtedness, to comply with Section 33333.8 of the California Health and Safety Code (for provision of affordable housing), and to enforce existing covenants, contracts or other obligations, as set forth within the previously approved Cooperation Agreement. The CDC previously determined that real property acquisitions undertaken by the CDC were consistent with the City's General Plan as well as the Redevelopment Plans previously adopted for each the CDC's individual Project Areas.

Per Section 15301 of the State California Environmental Quality Act ("CEQA") Guidelines, the transfer of real property and/or other assets is exempt from environmental review under CEQA because the transfer will result in a continuation of an existing facility involving no expansion of use. Any future development of real property or assets will require separate environmental review. Furthermore, the recommended approval of the attached Resolutions and the previously approved Cooperation Agreement does not take away the Council's or Commission's authority to review and approve current and future capital projects, programs, contracts and activities.

A companion feature of the attached Resolutions is to clarify various aspects of the Cooperation Agreement including: (i) the allowable use of funds by the City to implement the Projects; (ii) the apportionment of funds among the Projects according to priorities established in connection with the City's annual budgetary process; (iii) the flexibility to adjust performance schedules and funding requirements among and between the Projects so long as the total obligation does not exceed \$411,525,850; and (iv) the City's obligation to provide for public participation in the course of implementing the individual Projects to the extent that such projects have not previously received all governmental approvals as may be required.

As part of the clarifications listed in each Resolution, Section 7(b) sets a annual payment obligation of \$25 million from the Commission to the City, adjusted annually at a rate of 10%. This dollar figure

corresponds to the estimated costs associated with the projects listed in Exhibit 1 of the Cooperation Agreement, annualized over a 15-year time frame and accounts for the Commission prepayment of \$69.4 million in assets. In the early years, this payment amount is likely to exceed the amount of actual revenues received by the Commission. The difference will be added to future payment obligations until the projects listed in Exhibit 1 of the Cooperation Agreement are fully funded.

## **FINANCIAL IMPACT**

The Cooperation Agreement previously entered into between the City and the CDC contractually committed available revenues and future tax increment revenues from each of its redevelopment project areas, to the extent such funds are realized and available. Approval of this action will facilitate the transfer of all CDC assets, real property, rents, notes, receivables, cash, fund balances and other tangible interests to the City. Additionally the transfer of all CDC cash to the City is prepayment of a portion of the \$411,525,850 amount to be paid by the CDC to the City as per the Cooperation Agreement, for payment of costs associated with CDC Capital Improvement, Affordable Housing Projects and all other CDC projects, programs and activities expressed in Exhibit 1 of the Cooperation Agreement.

Attachment #1 - City Council Resolution  
#2 - CDC Resolution  
#3 – Cooperation Agreement\*

\*(Note: The Cooperation Agreement is provided for information only. This particular document was approved on January 18, 2011, and no changes are proposed as part of the recommended action nor are any such revisions necessary).

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, APPROVING CERTAIN ACTIONS RELATED TO THE COOPERATION AGREEMENT PREVIOUSLY APPROVED ON JANUARY 18, 2011, INCLUDING: (1) THE TRANSFER OF REAL PROPERTY AND ALL OTHER ASSETS OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION TO THE CITY OF OXNARD TO MEET EXISTING OBLIGATIONS SET FORTH IN THE COOPERATION AGREEMENT AND IMPLEMENT THE PROVISIONS THEREOF; AND (2) CLARIFICATIONS REGARDING AUTHORITIES AND OBLIGATIONS SET FORTH IN THE COOPERATION AGREEMENT**

**WHEREAS**, the City Council of the City of Oxnard (“Council”) and Oxnard Community Development Commission (“Commission”) have previously entered into a Cooperation Agreement to continue the effort to redevelop, revitalize and/or eliminate blight in the Ormond Beach, Southwinds, Downtown Revitalization, Central Community Revitalization and HERO Project Areas (individually referred as “Project Area” and collectively as the “Project Areas”), to repay debt to the City of Oxnard (“City”) and to provide for affordable housing, as appropriate and as authorized by redevelopment law in effect at the time of approval of the Cooperation Agreement; and

**WHEREAS**, both the Council and Commission hereby find it necessary and appropriate to: (i) transfer real property and all other assets of the Commission to the City at this time to allow the Council to appropriately complete redevelopment projects and other related activities on behalf of the Commission as set forth in the Cooperation Agreement, and for the purpose of repayment of debt owed to the Council on behalf of the City for previous loans/advances to the Commission to perform work on behalf of the Commission; and (ii) clarify the authorities and obligations set forth in the Cooperation Agreement; and

**WHEREAS**, the Commission previously determined that real property acquisitions undertaken by the Commission were consistent with the General Plan because they were consistent with the Redevelopment Plans for the Project Areas and authorized by said Plans, and that the transfer of said real property and assets of the Commission is consistent with applicable redevelopment law which allows for the Commission to pay previously incurred indebtedness, to comply with Section 33333.8 of the California Health and Safety Code (for provision of affordable housing) and to enforce existing covenants, contracts or other obligations; and

**WHEREAS**, based on the facts presented, the Council has determined that the transfer of said real property and all other assets of the Commission to the City is appropriate and necessary at this time to pay previously incurred indebtedness, to comply with Section 33333.8 of the California Health and Safety Code (for provision of affordable housing) and to enforce existing

covenants, contracts or other obligations as set forth within the previously approved Cooperation Agreement between the City and Commission;

**WHEREAS**, per Section 15301 of the State CEQA Guidelines, the transfer of real property and/or other assets is exempt from environmental review under CEQA because the transfer will result in a continuation of an existing facility involving no expansion of use and is therefore exempt from environmental review, and any future development for the real property or assets will require separate environmental review; and

**WHEREAS**, the transfer of such real property and assets of the Commission to the City will accomplish the public purposes of implementing the Redevelopment Plans for each of the Project Areas and achieving the goals and purposes of each such Plan, sustaining the redevelopment accomplished by the implementation of the Plans, expanding and improving the community's supply of affordable housing, obtaining the benefits for the City of the municipal uses to which the real property and assets will be put, enforcing the existing covenants, contracts and other obligations arising from said redevelopment projects, and carrying out and achieving the goals and purposes of the Cooperation Agreement between the City and the Commission; and

**WHEREAS**, the transfer of such real property and assets of the Commission to the City is expressly authorized by the Aid, Assistance and Cooperation provisions of the California Community Redevelopment law (found at Sections 33220 et seq. of the California Health and Safety Code).

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the City Council of the City of Oxnard, as follows:

Section 1. The above recitations are true and correct.

Section 2. The City Council hereby approves and accepts the transfer of the real property and all other assets noted below, for use by the City for municipal purposes consistent with the previously approved Cooperation Agreement for ongoing efforts to redevelop, revitalize and/or eliminate blight in the Project Areas as authorized by redevelopment law in effect at the time of approval of the Cooperation Agreement, and/or for the purpose of repayment of debt owed to the City by the Commission for previously approved loans/advances for operation of said Commission:

(a) Real Property. Real property includes all properties held for resale as such term is defined in the City of Oxnard Comprehensive Annual Fiscal Report. As of the Fiscal Year Ended June 30, 2010, properties held for resale by the Commission are set forth in Exhibit A attached hereto and incorporated herein by this reference. As of December 2010, the value of all properties held for resale by the Commission is estimated at \$6.3 million dollars.

(b) Assets. Assets of the Commission, other than real property, include cash and cash equivalents, investments with fiscal agents, accounts and other receivables, notes receivable, and all other assets not otherwise classified (including leases and agreements), as

such terms are defined and categorized in the City of Oxnard Comprehensive Annual Fiscal Report. As of the Fiscal Year Ending June 30, 2010, the value of all Commission assets (including real property) were estimated at \$69.4 million dollars as set forth in Exhibit B attached hereto and incorporated herein by this reference.

Section 3. The Chief Financial Officer is hereby authorized and directed to implement and appropriately account for the transfer of all properties held for resale by the Commission to the City appearing in Exhibit A, and to accept the transfer of all assets within each Project Fund and the Debt Service Fund appearing in Exhibit B from the Commission to the City as they exist on the date of adoption of this Resolution.

Section 4. The Chief Financial Officer is hereby authorized and directed to implement and appropriately account for the transfer and to accept the transfer of the current net balance of all assets within the Housing Set Aside Fund appearing in Exhibit B from the Commission to the City and/or the Oxnard Housing Authority as the City Manager may deem necessary and appropriate to facilitate the production, preservation and improvement of housing affordable to persons and families of low and moderate income.

Section 5. The City Council authorizes the Mayor, Mayor Pro Tem, City Manager, City Clerk and their respective designees to direct and execute any agreements or other documents required to allow for said transfer of real property and all other assets from the Commission to the City, subject to prior approval of the City Attorney. Such authority and direction includes designation of the City as successor and assignee to the Commission in regard to all assets currently held in the name of Commission including, but not limited to, real property, promissory notes, lease agreements, security instruments, and similar holdings.

Section 6. The City Council authorizes the Mayor, Mayor Pro Tem, City Manager, City Clerk and their respective designees to execute Certificates of Acceptance of the Deeds, Substitution of Beneficiary, and similar documents to acknowledge the transfer of ownership and secured interest in real property from the Commission to the City, upon preparation and subject to prior approval of the City Attorney.

**BE IT FURTHER RESOLVED**, by the City Council of the City of Oxnard as follows:

Section 7. The City Council hereby approves and accepts the following clarifications in regard to the Cooperation Agreement:

(a) Section II.1. The use of funds by the City to implement the projects listed in Exhibit 1 of the Cooperation Agreement expressly includes all associated costs allowed under California Community Redevelopment Law as described in Recital D and the expenditure categories recognized by the State Controller as set forth in Exhibit C attached hereto and incorporated herein by this reference, including, but not limited, reasonable administration costs.

(b) Section II.4. The Commission's payment obligations set forth in Section II of the Cooperation Agreement shall be accomplished by a lump sum annual payment equal to

\$25 million, increased annually at a rate of 10% per year from the date of adoption of this Resolution (“Annual Payment Obligation”) and continuing until the projects listed in Exhibit 1 of the Cooperation Agreement are fully funded. To the extent that revenues derived by the Commission are less than the Annual Payment Obligation, the difference shall accrue and be added to each succeeding Annual Payment Obligation.

(c) Section III.1. Payments received by the City from the Commission shall be apportioned among the projects listed in Exhibit 1 of the Cooperation Agreement according to priorities established in connection with the City’s annual budgetary process, and amended from time to time. The transfer of real property and assets as authorized by this Resolution shall serve as a prepayment of obligations under the Cooperation Agreement.

(d) Section III.2. It is expressly noted that the construction costs and schedule of performance appearing in Exhibit 1 of the Cooperation Agreement neither commit funds nor bind the City to these specific allocations. Actual timing and expenditures will vary among the listed Projects. As such, the City may adjust the performance schedule and funding requirements amount and between the listed Projects so long as the total obligation does not exceed \$411,525,850.

(e) Section III.3. The City’s obligations to implement the projects listed in Exhibit 1 of the Cooperation Agreement include, without limitation, the requirement to comply with all public noticing, design review, entitlement permitting and related public participation to the extent that such projects have not previously received all governmental approvals as may be required.

**PASSED, APPROVED, AND ADOPTED** at a joint meeting of the City Council and Community Development Commission of the City of Oxnard, California, held on the \_\_\_\_ day of March, 2011 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

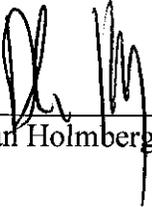
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Dr. Thomas E. Holden, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

## EXHIBIT A PROPERTIES HELD FOR RESALE

Project Area	Parcel No.	Current or Former Use	Purchase Date	Land Area (Sq.Ft.)	Valuation Method	Estimated Value
CCRP	201016007	Parking Lot	1984	650	Trend Analysis	\$ 12,352
CCRP	201016009	Parking Lot	1984	4,059	Trend Analysis	\$ 77,127
CCRP	201016012	Parking Lot	1981	6,447	Trend Analysis	\$ 122,497
CCRP	201016013	Parking Lot	1981	7,145	Trend Analysis	\$ 135,757
CCRP	201021104	Parking Lot	1984	3,250	Trend Analysis	\$ 61,752
CCRP	201021112	Parking Lot	1986	4,782	Trend Analysis	\$ 90,862
CCRP	201021136	Parking Lot	1985	4,288	Trend Analysis	\$ 81,478
CCRP	201021310	Vacant Parcel	1990	5,628	Trend Analysis	\$ 106,923
CCRP	201021313	Vacant Parcel	1986	4,513	Trend Analysis	\$ 85,751
CCRP	201021314	Vacant Parcel	1990	1,825	Trend Analysis	\$ 34,673
CCRP	201027202	Parcel Behind "El Parian" Restaurant	1988	4,299	Trend Analysis	\$ 81,690
CCRP	201027203	Parcel Behind "El Parian" Restaurant	1986	4,299	Trend Analysis	\$ 81,688
CCRP	201027217	Parcel Behind "Capri Inn"	1986	7,404	Trend Analysis	\$ 140,683
CCRP	201027220	Vacant Parcel Next to "Taqueria Mi Tierra"	1989	2,465	Trend Analysis	\$ 46,829
CCRP	202010120	Parking Lot	1969	2,544	Trend Analysis	\$ 48,344
CCRP	202010122	Parking Lot	1969	422	Trend Analysis	\$ 8,024
CCRP	202010136	Parking Lot	Not Available	296	Trend Analysis	\$ 5,625
CCRP	202010140	Parking Lot Behind Real Estate	1972	1,299	Trend Analysis	\$ 24,672
CCRP	202010141	Social Security Building	2008	14,560	Assessed Value	\$ 1,430,761
CCRP	202010143	Parcel Next to AIT Action Program	1973	855	Trend Analysis	\$ 16,252
CCRP	202010311	Parking Lot	Not Available	1,846	Trend Analysis	\$ 35,065
CCRP	202010313	Elizabeth's Furniture (Former Use)	2010	2,611	Assessed Value	\$ 280,000
CCRP	202010317	Parking Lot Across Plaza Park	1989	96	Trend Analysis	\$ 1,820
CCRP	202010321	Plaza Laundromat (Former Use)	2010	4,224	Assessed Value	\$ 218,808
CCRP	202010322	Parking Lot	1973	1,251	Trend Analysis	\$ 23,763
CCRP	202010323	Parking Lot	1972	2,509	Trend Analysis	\$ 47,675
CCRP	202010512	Parking Lot South of 4Square Church	1981	3,510	Trend Analysis	\$ 66,685
CCRP	202010517	Parking Lot South of 4Square Church	Not Available	1,784	Trend Analysis	\$ 33,903
CCRP	202010519	Parking Lot South of 4Square Church	1968	297	Trend Analysis	\$ 5,639
CCRP	202010521	Parking Lot South of 4Square Church	1969	306	Trend Analysis	\$ 5,816
CCRP	202010523	Parking Lot South of 4Square Church	1969	900	Trend Analysis	\$ 17,107
CCRP	202010526	Alley Next to 4Square Church	1973	1,193	Trend Analysis	\$ 22,676
CCRP	202010530	Breezeway Next to Barroccos	1969	3,436	Trend Analysis	\$ 65,288
CCRP	202010626	Parking Lot Across from Ruby's	1969	1,073	Trend Analysis	\$ 20,390
CCRP	202010628	Parking Lot Across from Ruby's	1972	1,207	Trend Analysis	\$ 22,931
CCRP	202010632	Parking Lot Next to Oxnard Drugstore	Not Available	3,152	Trend Analysis	\$ 59,889
CCRP	202010719	Parking Lot East of A/C Formal Wear	1970	2,786	Trend Analysis	\$ 52,928
CCRP	202010721	Parking Lot North of Rancho Furniture	1969	600	Trend Analysis	\$ 11,400
CCRP	202018314	Old Mexico Building (Former Use)	2005	3,491	Trend Analysis	\$ 66,337
CCRP	202014422	Heritage Square	Not Available	516	Trend Analysis	\$ 45,393
CCRP	202014424	Heritage Square	1991	505	Trend Analysis	\$ 44,421
CCRP	202014427	Heritage Square	Not Available	2,559	Trend Analysis	\$ 225,188
CCRP	202014428	Heritage Square	Not Available	2,435	Trend Analysis	\$ 214,290
Downtown	201016001	Transportation Center	1987	10,143	Trend Analysis	\$ 192,709
Downtown	201016002	Transportation Center	1985	8,855	Trend Analysis	\$ 168,253
Downtown	201017054	Transportation Center	1986	100,122	Trend Analysis	\$ 820,997
Downtown	201021130	Transportation Center	1984	9,761	Trend Analysis	\$ 185,467
Downtown	202009415	Alley Access/Third St Parking Structure	1971	605	Trend Analysis	\$ 11,503
Downtown	202009418	Alley Access/Third St Parking Structure	1970	1,201	Trend Analysis	\$ 22,813
Downtown	202009420	Alley Access/Third St Parking Structure	1968	1,201	Trend Analysis	\$ 22,827
Downtown	202009422	Alley Access/Third St Parking Structure	1968	1,191	Trend Analysis	\$ 22,623
Ormond Beach	231092230	Ormond Beach	Not Available	568,894	See Note Below	\$ 568,894
<b>NOTES:</b>				<b>CCRP</b>	<b>\$ 4,281,150</b>	
1. Estimated values are current as of December 2010.				<b>Downtown</b>	<b>\$ 1,447,193</b>	
2. Ormond Beach value is based on Assessed for immediately adjacent and similar properties as of the date of sale in 2005.				<b>Ormond Beach</b>	<b>\$ 568,894</b>	
				<b>GRAND TOTAL</b>	<b>\$ 6,297,237</b>	

## EXHIBIT B COMMISSION ASSETS

**Balance Sheet  
June 30, 2010**

	<b>Central City Revitalization Project Fund</b>	<b>Downtown Renewal Project Fund</b>	<b>Southwinds Redevelopment Project Fund</b>	<b>Ormond Beach Redevelopment Project Fund</b>
<b>Assets</b>				
Cash and cash equivalents	\$ 5,642,317	\$ 384,097	\$ 3,241,163	\$ 2,968,135
Investments with fiscal agents	953,487	-	378,752	3,903,211
Accounts and other receivables	277,408	-	-	-
Notes receivable	908,198	1,662,175	17,873	-
Properties held for resales	5,643,259	127,200	-	305,500
<b>Total assets</b>	<b>\$ 13,424,669</b>	<b>\$ 2,173,472</b>	<b>\$ 3,637,788</b>	<b>\$ 7,176,846</b>
 <b>Liabilities and fund balances</b>				
<b>Liabilities:</b>				
Accounts payable	\$ 253,956	\$ -	\$ 97,940	\$ 15,943
Other liabilities	56,395	-	-	-
Due to other Governments	497,850	56,648	592,798	288,653
Due to City of Oxnard	2,000,000	-	-	-
<b>Total liabilities</b>	<b>\$ 2,808,201</b>	<b>\$ 56,648</b>	<b>\$ 690,738</b>	<b>\$ 304,596</b>
 <b>Fund balances:</b>				
<b>Reserved for:</b>				
Debt service	\$ -	\$ -	\$ 197,025	\$ 344,397
Notes receivable	908,198	1,662,175	17,873	-
Properties held for resale	5,643,259	127,200	-	305,500
<b>Unreserved</b>	<b>4,065,011</b>	<b>327,449</b>	<b>2,732,152</b>	<b>6,222,353</b>
<b>Total fund balance</b>	<b>10,616,468</b>	<b>2,116,824</b>	<b>2,947,050</b>	<b>6,872,250</b>
<b>Total liabilities and fund balances</b>	<b>\$ 13,424,669</b>	<b>\$ 2,173,472</b>	<b>\$ 3,637,788</b>	<b>\$ 7,176,846</b>

<u>H.E.R.O. Redevelopment Project Fund</u>	<u>Housing Set-Aside Fund</u>	<u>Debt Service Fund</u>	<u>Total Governmental Funds</u>	
\$ 15,404,270	\$ 13,607,684	\$ -	\$ 41,247,666	<b>Assets</b>
11,232,093	-	-	16,467,543	Cash and cash equivalents
-	6,140	-	283,548	Investments with fiscal agents
-	2,700,000	-	5,288,246	Accounts and other receivables
-	-	-	6,075,959	Notes receivable
<u>\$ 26,636,363</u>	<u>\$ 16,313,824</u>	<u>\$ -</u>	<u>\$ 69,362,962</u>	Properties held for resale
				<b>Total assets</b>
\$ 3,163,976	\$ 30,903	\$ -	\$ 3,562,718	<b>Liabilities and fund balances</b>
-	27,101	-	83,496	<b>Liabilities:</b>
1,905,329	-	-	3,341,278	Accounts payable
-	-	-	2,000,000	Other liabilities
<u>\$ 5,069,305</u>	<u>\$ 58,004</u>	<u>\$ -</u>	<u>\$ 8,987,492</u>	Due to other Governments
				Due to City of Oxnard
				<b>Total liabilities</b>
\$ 1,647,809	\$ -	\$ -	\$ 2,189,231	<b>Fund balances:</b>
-	2,700,000	-	5,288,246	Reserved for:
-	-	-	6,075,959	Debt service
19,919,249	13,555,820	-	46,822,034	Notes receivable
<u>21,567,058</u>	<u>16,255,820</u>	<u>-</u>	<u>60,375,470</u>	Properties held for resale
<u>\$ 26,636,363</u>	<u>\$ 16,313,824</u>	<u>\$ -</u>	<u>\$ 69,362,962</u>	Unreserved
				<b>Total fund balance</b>
				<b>Total liabilities and fund balances</b>

## EXHIBIT C EXPENDITURE CATEGORIES

	Central City Revitalization Project Area	Consolidated Low and Moderate Income Housing Funds	Downtown Project Area	Historic Enhancement and Revitalization of Oxnard	Ormond Beach Project Area
<b>Expenditures</b>					
Administrative Costs	\$1,509,816	\$729,011	\$919,405	\$3,958,657	\$1,310,055
Professional Services	333,969	46,787	23,222	89,214	67,344
Planning, Survey, and Design	—	—	—	—	—
Real Estate Purchases	—	—	—	—	—
Acquisition Expense	—	—	—	—	—
Operation of Acquired Property	—	—	—	—	—
Relocation Costs/Payments	—	—	—	—	—
Site Clearance Costs	—	—	—	—	—
Project Improvement/Construction Costs	310,540	87,311	—	9,838,477	1,471,671
Disposal Costs	—	—	—	—	—
Loss on Disposition of Land Held for Resale	—	—	—	—	—
Decline in Value of Land Held for Resale	—	—	—	—	—
Rehabilitation Costs/Grants	—	—	—	—	—
Interest Expense	702,399	—	—	848,459	197,035
Fixed Asset Acquisitions	—	—	—	—	—
Subsidies to Low and Moderate Income Housing	—	—	—	—	—
Debt Issuance Costs	—	—	—	—	—
Other Expenditures	—	—	—	—	—
Debt Principal Payments	—	—	—	—	—
Tax Allocation Bonds	665,000	—	—	220,000	120,000
Revenue Bonds	—	—	—	—	—
City/County Loans	—	—	—	—	—
Other Long-Term Debt	—	—	—	—	—
<b>Total Expenditures</b>	<b>\$3,521,724</b>	<b>\$863,109</b>	<b>\$942,627</b>	<b>\$14,754,807</b>	<b>\$3,166,105</b>

	Southwinds Project Area	Agency Total
<b>Expenditures</b>		
Administrative Costs	\$1,075,443	\$9,502,387
Professional Services	27,303	587,839
Planning, Survey, and Design	—	—
Real Estate Purchases	—	—
Acquisition Expense	—	—
Operation of Acquired Property	—	—
Relocation Costs/Payments	—	—
Site Clearance Costs	—	—
Project Improvement/Construction Costs	2,115,573	13,623,572
Disposal Costs	—	—
Loss on Disposition of Land Held for Resale	—	—
Decline in Value of Land Held for Resale	—	—
Rehabilitation Costs/Grants	—	—
Interest Expense	112,434	1,860,327
Fixed Asset Acquisitions	—	—
Subsidies to Low and Moderate Income Housing	—	—
Debt Issuance Costs	—	—
Other Expenditures	—	—
Debt Principal Payments	—	—
Tax Allocation Bonds	70,000	1,075,000
Revenue Bonds	—	—
City/County Loans	—	—
Other Long-Term Debt	—	—
<b>Total Expenditures</b>	<b>\$3,400,753</b>	<b>\$26,649,125</b>

**SOURCE:** *Community Redevelopment Agencies Annual Report for the Fiscal Year Ending June 30, 2009* (Table 4 – Statement of Revenues and Expenditures – Fiscal Year 2008-09), State Controller’s Office, December 31, 2010.

**NOTES:** This Exhibit C is provided to show expenditure categories allowed by California Community Redevelopment Law and recognized by the State Controller. This Exhibit is not intended to reflect or otherwise fix the amount of expenditures that may accrue to each Project Area under the Cooperation Agreement. Such costs are expected to vary between Project Areas and expenditure categories from year to year.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF OXNARD, CALIFORNIA, APPROVING CERTAIN ACTIONS RELATED TO THE COOPERATION AGREEMENT PREVIOUSLY APPROVED ON JANUARY 18, 2011, INCLUDING: (1) THE TRANSFER OF REAL PROPERTY AND ALL OTHER ASSETS OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION TO THE CITY OF OXNARD TO MEET EXISTING OBLIGATIONS SET FORTH IN THE COOPERATION AGREEMENT AND IMPLEMENT THE PROVISIONS THEREOF; AND (2) CLARIFICATIONS REGARDING AUTHORITIES AND OBLIGATIONS SET FORTH IN THE COOPERATION AGREEMENT**

**WHEREAS**, the Oxnard Community Development Commission (“Commission”) and City Council of the City of Oxnard (“Council”) have previously entered into a Cooperation Agreement to continue the effort to redevelop, revitalize and/or eliminate blight in the Ormond Beach, Southwinds, Downtown Revitalization, Central Community Revitalization and HERO Project Areas (individually referred as “Project Area” and collectively as the “Project Areas”), to repay debt to the City of Oxnard (“City”) and to provide for affordable housing, as appropriate and as authorized by redevelopment law in effect at the time of approval of the Cooperation Agreement; and

**WHEREAS**, both the Commission and Council hereby find it necessary and appropriate to: (i) transfer real property and all other assets of the Commission to the City at this time to allow the Council to appropriately complete redevelopment projects and other related activities on behalf of the Commission as set forth in the Cooperation Agreement, and for the purpose of repayment of debt owed to the Council on behalf of the City for previous loans/advances to the Commission to perform work on behalf of the Commission; and (ii) clarify the authorities and obligations set forth in the Cooperation Agreement; and

**WHEREAS**, the Commission previously determined that real property acquisitions undertaken by the Commission were consistent with the General Plan because they were consistent with the Redevelopment Plans for the Project Areas and authorized by said Plans, and that the transfer of said real property and assets of the Commission is consistent with applicable redevelopment law which allows for the Commission to pay previously incurred indebtedness, to comply with Section 33333.8 of the California Health and Safety Code (for provision of affordable housing) and to enforce existing covenants, contracts or other obligations; and

**WHEREAS**, based on the facts presented, the Commission has determined that the transfer of said real property and all other assets of the Commission to the City is appropriate and necessary at this time to pay previously incurred indebtedness, to comply with Section 33333.8 of the California Health and Safety Code (for provision of affordable housing) and to enforce

existing covenants, contracts or other obligations as set forth within the previously approved Cooperation Agreement between the City and Commission;

**WHEREAS**, per Section 15301 of the State CEQA Guidelines, the transfer of real property and/or other assets is exempt from environmental review under CEQA because the transfer will result in a continuation of an existing facility involving no expansion of use and is therefore exempt from environmental review, and any future development for the real property or assets will require separate environmental review; and

**WHEREAS**, the transfer of such real property and assets of the Commission to the City will accomplish the public purposes of implementing the Redevelopment Plans for each of the Project Areas and achieving the goals and purposes of each such Plan, sustaining the redevelopment accomplished by the implementation of the Plans, expanding and improving the community's supply of affordable housing, obtaining the benefits for the City of the municipal uses to which the real property and assets will be put, enforcing the existing covenants, contracts and other obligations arising from said redevelopment projects, and carrying out and achieving the goals and purposes of the Cooperation Agreement between the City and the Commission; and

**WHEREAS**, the transfer of such real property and assets of the Commission to the City is expressly authorized by the Aid, Assistance and Cooperation provisions of the California Community Redevelopment law (found at Sections 33220 et seq. of the California Health and Safety Code).

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Oxnard Community Development Commission as follows:

Section 1. The above recitations are true and correct.

Section 2. The Commission hereby authorizes and directs the transfer of the real property and all other assets noted below, for use by the City for municipal purposes consistent with the previously approved Cooperation Agreement for ongoing efforts to redevelop, revitalize and/or eliminate blight in the Project Areas as authorized by redevelopment law in effect at the time of approval of the Cooperation Agreement, and/or for the purpose of repayment of debt owed to the City by the Commission for previously approved loans/advances for operation of said Commission:

(a) Real Property. Real property includes all properties held for resale as such term is defined in the City of Oxnard Comprehensive Annual Fiscal Report. As of the Fiscal Year Ended June 30, 2010, properties held for resale by the Commission are set forth in Exhibit A attached hereto and incorporated herein by this reference. As of the December 2010, the value of all properties held for resale by the Commission is estimated at \$6.3 million dollars.

(b) Assets. Assets of the Commission, other than real property, include cash and cash equivalents, investments with fiscal agents, accounts and other receivables, notes receivable, and all other assets not otherwise classified (including leases and agreements), as

such terms are defined and categorized in the City of Oxnard Comprehensive Annual Fiscal Report. As of the Fiscal Year Ending June 30, 2010, the value of all Commission assets (including real property) were estimated at \$69.4 million dollars as set forth in Exhibit B attached hereto and incorporated herein by this reference.

Section 3. The Community Development Director is hereby authorized and directed to implement and appropriately account for the transfer of all properties held for resale by the Commission to the City appearing in Exhibit A, and to effectuate the transfer of all assets within each Project Fund and the Debt Service Fund appearing in Exhibit B from the Commission to the City as they exist on the date of adoption of this Resolution.

Section 4. The Community Development Director is hereby authorized and directed to implement and appropriately account for the transfer and to accept the transfer of the current net balance of all assets within the Housing Set Aside Fund appearing in Exhibit B from the Commission to the City and/or the Oxnard Housing Authority as the Director may deem necessary and appropriate to facilitate the production, preservation and improvement of housing affordable to persons and families of low and moderate income.

Section 5. The Commission authorizes the Chairman, Executive Director, Director of Community Development, Secretary Designate and their respective designees to direct and execute any and all agreements, deeds, or other documents required to allow for said transfer of real property and all other assets from the Commission to the City, subject to prior approval of the Commission's General Counsel. Such authority and direction includes designation of the City as successor and assignee to the Commission in regard to all assets currently held in the name of Commission including, but not limited to, real property, promissory notes, lease agreements, security instruments, and similar holdings.

Section 6. The Commission authorizes the Chairman, Executive Director, Director of Community Development, Secretary Designate and their respective designees to execute all documents and take all actions necessary to implement the purposes of this Resolution regarding the transfer of all real property and other assets of the Commission to the City, upon preparation and subject to prior approval of the Commission's General Counsel.

**BE IT FURTHER RESOLVED**, by the Oxnard Community Development Commission as follows:

Section 7. The Commission hereby approves and accepts the following clarifications in regard to the Cooperation Agreement:

(a) Section II.1. The use of funds by the City to implement the projects listed in Exhibit 1 of the Cooperation Agreement expressly includes all associated costs allowed under California Community Redevelopment Law as described in Recital D and the expenditure categories recognized by the State Controller as set forth in Exhibit C attached hereto and incorporated herein by this reference, including, but not limited, reasonable administration costs.

(b) Section II.4. The Commission's payment obligations set forth in Section II shall be accomplished by a lump sum annual payment equal to \$25 million, increased annually at a rate of 10% per year from the date of adoption of this Resolution ("Annual Payment Obligation") and continuing until the projects listed in Exhibit 1 of the Cooperation Agreement are fully funded. To the extent that revenues derived by the Commission are less than the Annual Payment Obligation, the difference shall accrue and be added to each succeeding Annual Payment Obligation.

(c) Section III.1. Payments received by the City from the Commission shall be apportioned among the projects listed in Exhibit 1 of the Cooperation Agreement according to priorities established in connection with the City's annual budgetary process, and amended from time to time. The transfer of real property and assets as authorized by this Resolution shall serve as a prepayment of obligations under the Cooperation Agreement.

(d) Section III.2. It is expressly noted that the construction costs and schedule of performance appearing in Exhibit 1 of the Cooperation Agreement neither commit funds nor bind the City to these specific allocations. Actual timing and expenditures will vary among the listed Projects. As such, the City may adjust the performance schedule and funding requirements amount and between the listed Projects so long as the total obligation does not exceed \$411,525,850.

(e) Section III.3. The City's obligations to implement the projects listed in Exhibit 1 of the Cooperation Agreement include, without limitation, the requirement to comply with all public noticing, design review, entitlement permitting and related public participation to the extent that such projects have not previously received all governmental approvals as may be required.

**PASSED, APPROVED, AND ADOPTED** at a joint meeting of the City Council and Community Development Commission of the City of Oxnard, California, held on the \_\_\_ day of March, 2011 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Dr. Thomas E. Holden, Chairman

ATTEST:

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

APPROVED AS TO FORM:

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

## EXHIBIT A PROPERTIES HELD FOR RESALE

Project Area	Parcel No.	Current or Former Use	Purchase Date	Land Area (Sq.Ft.)	Valuation Method	Estimated Value
CCRP	201016007	Parking Lot	1984	650	Trend Analysis	\$ 12,352
CCRP	201016009	Parking Lot	1984	4,059	Trend Analysis	\$ 77,127
CCRP	201016012	Parking Lot	1981	6,447	Trend Analysis	\$ 122,497
CCRP	201016013	Parking Lot	1981	7,145	Trend Analysis	\$ 135,757
CCRP	201021104	Parking Lot	1984	3,250	Trend Analysis	\$ 61,752
CCRP	201021112	Parking Lot	1986	4,782	Trend Analysis	\$ 90,862
CCRP	201021136	Parking Lot	1985	4,288	Trend Analysis	\$ 81,478
CCRP	201021310	Vacant Parcel	1990	5,628	Trend Analysis	\$ 106,923
CCRP	201021313	Vacant Parcel	1986	4,513	Trend Analysis	\$ 85,751
CCRP	201021314	Vacant Parcel	1990	1,825	Trend Analysis	\$ 34,673
CCRP	201027202	Parcel Behind "El Parian" Restaurant	1988	4,299	Trend Analysis	\$ 81,690
CCRP	201027203	Parcel Behind "El Parian" Restaurant	1986	4,299	Trend Analysis	\$ 81,688
CCRP	201027217	Parcel Behind "Capri Inn"	1986	7,404	Trend Analysis	\$ 140,683
CCRP	201027220	Vacant Parcel Next to "Taqueria Mi Tierra"	1989	2,465	Trend Analysis	\$ 46,829
CCRP	202010120	Parking Lot	1969	2,544	Trend Analysis	\$ 48,344
CCRP	202010122	Parking Lot	1969	422	Trend Analysis	\$ 8,024
CCRP	202010136	Parking Lot	Not Available	296	Trend Analysis	\$ 5,625
CCRP	202010140	Parking Lot Behind Real Estate	1972	1,299	Trend Analysis	\$ 24,672
CCRP	202010141	Social Security Building	2008	14,560	Assessed Value	\$ 1,430,761
CCRP	202010143	Parcel Next to Alt Action Program	1973	855	Trend Analysis	\$ 16,252
CCRP	202010311	Parking Lot	Not Available	1,846	Trend Analysis	\$ 35,065
CCRP	202010313	Elizabeth's Furniture (Former Use)	2010	2,611	Assessed Value	\$ 280,000
CCRP	202010317	Parking Lot Across Plaza Park	1969	96	Trend Analysis	\$ 1,820
CCRP	202010321	Plaza Laundromat (Former Use)	2010	4,224	Assessed Value	\$ 218,808
CCRP	202010322	Parking Lot	1973	1,251	Trend Analysis	\$ 23,763
CCRP	202010323	Parking Lot	1972	2,509	Trend Analysis	\$ 47,675
CCRP	202010512	Parking Lot South of 4Square Church	1981	3,510	Trend Analysis	\$ 66,685
CCRP	202010517	Parking Lot South of 4Square Church	Not Available	1,784	Trend Analysis	\$ 33,903
CCRP	202010519	Parking Lot South of 4Square Church	1988	297	Trend Analysis	\$ 5,639
CCRP	202010521	Parking Lot South of 4Square Church	1969	306	Trend Analysis	\$ 5,816
CCRP	202010523	Parking Lot South of 4Square Church	1969	900	Trend Analysis	\$ 17,107
CCRP	202010526	Alley Next to 4Square Church	1973	1,193	Trend Analysis	\$ 22,676
CCRP	202010530	Breezeway Next to Barroccos	1969	3,436	Trend Analysis	\$ 65,288
CCRP	202010626	Parking Lot Across from Ruby's	1969	1,073	Trend Analysis	\$ 20,390
CCRP	202010628	Parking Lot Across from Ruby's	1972	1,207	Trend Analysis	\$ 22,931
CCRP	202010632	Parking Lot Next to Oxnard Drugstore	Not Available	3,152	Trend Analysis	\$ 59,889
CCRP	202010719	Parking Lot East of A/C Formal Wear	1970	2,786	Trend Analysis	\$ 52,928
CCRP	202010721	Parking Lot North of Rancho Furniture	1969	600	Trend Analysis	\$ 11,400
CCRP	202018314	Old Mexico Building (Former Use)	2005	3,491	Trend Analysis	\$ 66,337
CCRP	202014422	Heritage Square	Not Available	516	Trend Analysis	\$ 45,393
CCRP	202014424	Heritage Square	1991	505	Trend Analysis	\$ 44,421
CCRP	202014427	Heritage Square	Not Available	2,559	Trend Analysis	\$ 225,188
CCRP	202014428	Heritage Square	Not Available	2,435	Trend Analysis	\$ 214,290
Downtown	201016001	Transportation Center	1987	10,143	Trend Analysis	\$ 192,709
Downtown	201016002	Transportation Center	1985	8,855	Trend Analysis	\$ 168,253
Downtown	201017054	Transportation Center	1986	100,122	Trend Analysis	\$ 820,997
Downtown	201021130	Transportation Center	1984	9,761	Trend Analysis	\$ 185,467
Downtown	202009415	Alley Access/Third St Parking Structure	1971	605	Trend Analysis	\$ 11,503
Downtown	202009418	Alley Access/Third St Parking Structure	1970	1,201	Trend Analysis	\$ 22,813
Downtown	202009420	Alley Access/Third St Parking Structure	1968	1,201	Trend Analysis	\$ 22,827
Downtown	202009422	Alley Access/Third St Parking Structure	1968	1,191	Trend Analysis	\$ 22,623
Ormond Beach	231092230	Ormond Beach	Not Available	568,894	See Note Below	\$ 568,894
<b>NOTES:</b>						
1. Estimated values are current as of December 2010.						
2. Ormond Beach value is based on Assessed for Immediately adjacent and similar properties as of the date of sale in 2005.						
						CCRP \$ 4,281,150
						Downtown \$ 1,447,193
						Ormond Beach \$ 568,894
<b>GRAND TOTAL</b>						<b>\$ 6,297,237</b>

## EXHIBIT B COMMISSION ASSETS

### Balance Sheet June 30, 2010

	<u>Central City Revitalization Project Fund</u>	<u>Downtown Renewal Project Fund</u>	<u>Southwinds Redevelopment Project Fund</u>	<u>Ormond Beach Redevelopment Project Fund</u>
<b>Assets</b>				
Cash and cash equivalents	\$ 5,642,317	\$ 384,097	\$ 3,241,163	\$ 2,968,135
Investments with fiscal agents	953,487	-	378,752	3,903,211
Accounts and other receivables	277,408	-	-	-
Notes receivable	908,198	1,662,175	17,873	-
Properties held for resales	5,643,259	127,200	-	305,500
<b>Total assets</b>	<b>\$ 13,424,669</b>	<b>\$ 2,173,472</b>	<b>\$ 3,637,788</b>	<b>\$ 7,176,846</b>
<b>Liabilities and fund balances</b>				
<b>Liabilities:</b>				
Accounts payable	\$ 253,956	\$ -	\$ 97,940	\$ 15,943
Other liabilities	56,395	-	-	-
Due to other Governments	497,850	56,648	592,798	288,653
Due to City of Oxnard	2,000,000	-	-	-
<b>Total liabilities</b>	<b>\$ 2,808,201</b>	<b>\$ 56,648</b>	<b>\$ 690,738</b>	<b>\$ 304,596</b>
<b>Fund balances:</b>				
<b>Reserved for:</b>				
Debt service	\$ -	\$ -	\$ 197,025	\$ 344,397
Notes receivable	908,198	1,662,175	17,873	-
Properties held for resale	5,643,259	127,200	-	305,500
<b>Unreserved</b>	<b>4,065,011</b>	<b>327,449</b>	<b>2,732,152</b>	<b>6,222,353</b>
<b>Total fund balance</b>	<b>10,616,468</b>	<b>2,116,824</b>	<b>2,947,050</b>	<b>6,872,250</b>
<b>Total liabilities and fund balances</b>	<b>\$ 13,424,669</b>	<b>\$ 2,173,472</b>	<b>\$ 3,637,788</b>	<b>\$ 7,176,846</b>

<u>H.E.R.O. Redevelopment Project Fund</u>	<u>Housing Set-Aside Fund</u>	<u>Debt Service Fund</u>	<u>Total Governmental Funds</u>	
\$ 15,404,270	\$ 13,607,684	\$ -	\$ 41,247,666	<b>Assets</b>
11,232,093	-	-	16,467,543	Cash and cash equivalents
-	6,140	-	283,548	Investments with fiscal agents
-	2,700,000	-	5,288,246	Accounts and other receivables
-	-	-	6,075,959	Notes receivable
<u>\$ 26,636,363</u>	<u>\$ 16,313,824</u>	<u>\$ -</u>	<u>\$ 69,362,962</u>	Properties held for resale
				<b>Total assets</b>
\$ 3,163,976	\$ 30,903	\$ -	\$ 3,562,718	<b>Liabilities and fund balances</b>
-	27,101	-	83,496	<b>Liabilities:</b>
1,905,329	-	-	3,341,278	Accounts payable
-	-	-	2,000,000	Other liabilities
<u>\$ 5,069,305</u>	<u>\$ 58,004</u>	<u>\$ -</u>	<u>\$ 8,987,492</u>	Due to other Governments
				Due to City of Oxnard
				<b>Total liabilities</b>
\$ 1,647,809	\$ -	\$ -	\$ 2,189,231	<b>Fund balances:</b>
-	2,700,000	-	5,288,246	Reserved for:
-	-	-	6,075,959	Debt service
19,919,249	13,555,820	-	46,822,034	Notes receivable
<u>21,567,058</u>	<u>16,255,820</u>	<u>-</u>	<u>60,375,470</u>	Properties held for resale
<u>\$ 26,636,363</u>	<u>\$ 16,313,824</u>	<u>\$ -</u>	<u>\$ 69,362,962</u>	Unreserved
				<b>Total fund balance</b>
				<b>Total liabilities and fund balances</b>

## EXHIBIT C EXPENDITURE CATEGORIES

	Central City Revitalization Project Area	Consolidated Low and Moderate Income Housing Funds	Downtown Project Area	Historic Enhancement and Revitalization of Oxnard	Ormond Beach Project Area
<b>Expenditures</b>					
Administrative Costs	\$1,509,816	\$729,011	\$919,405	\$3,958,657	\$1,310,055
Professional Services	333,969	46,787	23,222	89,214	67,344
Planning, Survey, and Design	—	—	—	—	—
Real Estate Purchases	—	—	—	—	—
Acquisition Expense	—	—	—	—	—
Operation of Acquired Property	—	—	—	—	—
Relocation Costs/Payments	—	—	—	—	—
Site Clearance Costs	—	—	—	—	—
Project Improvement/Construction Costs	310,540	87,311	—	9,638,477	1,471,671
Disposal Costs	—	—	—	—	—
Loss on Disposition of Land Held for Resale	—	—	—	—	—
Decline in Value of Land Held for Resale	—	—	—	—	—
Rehabilitation Costs/Grants	—	—	—	—	—
Interest Expense	702,399	—	—	846,459	197,035
Fixed Asset Acquisitions	—	—	—	—	—
Subsidies to Low and Moderate Income Housing	—	—	—	—	—
Debt Issuance Costs	—	—	—	—	—
Other Expenditures	—	—	—	—	—
Debt Principal Payments	—	—	—	—	—
Tax Allocation Bonds	665,000	—	—	220,000	120,000
Revenue Bonds	—	—	—	—	—
City/County Loans	—	—	—	—	—
Other Long-Term Debt	—	—	—	—	—
<b>Total Expenditures</b>	<b>\$3,521,724</b>	<b>\$863,109</b>	<b>\$942,627</b>	<b>\$14,754,807</b>	<b>\$3,166,105</b>

	Southwinds Project Area	Agency Total
<b>Expenditures</b>		
Administrative Costs	\$1,075,443	\$9,502,387
Professional Services	27,303	587,839
Planning, Survey, and Design	—	—
Real Estate Purchases	—	—
Acquisition Expense	—	—
Operation of Acquired Property	—	—
Relocation Costs/Payments	—	—
Site Clearance Costs	—	—
Project Improvement/Construction Costs	2,115,573	13,623,572
Disposal Costs	—	—
Loss on Disposition of Land Held for Resale	—	—
Decline in Value of Land Held for Resale	—	—
Rehabilitation Costs/Grants	—	—
Interest Expense	112,434	1,860,327
Fixed Asset Acquisitions	—	—
Subsidies to Low and Moderate Income Housing	—	—
Debt Issuance Costs	—	—
Other Expenditures	—	—
Debt Principal Payments	—	—
Tax Allocation Bonds	70,000	1,075,000
Revenue Bonds	—	—
City/County Loans	—	—
Other Long-Term Debt	—	—
<b>Total Expenditures</b>	<b>\$3,400,753</b>	<b>\$26,649,125</b>

**SOURCE:** *Community Redevelopment Agencies Annual Report for the Fiscal Year Ending June 30, 2009* (Table 4 – Statement of Revenues and Expenditures – Fiscal Year 2008-09), State Controller’s Office, December 31, 2010.

**NOTES:** This Exhibit C is provided to show expenditure categories allowed by California Community Redevelopment Law and recognized by the State Controller. This Exhibit is not intended to reflect or otherwise fix the amount of expenditures that may accrue to each Project Area under the Cooperation Agreement. Such costs are expected to vary between Project Areas and expenditure categories from year to year.

**COOPERATION AGREEMENT  
FOR PAYMENT OF COSTS ASSOCIATED WITH CERTAIN COMMUNITY  
DEVELOPMENT COMMISSION FUNDED CAPITAL IMPROVEMENT  
AND AFFORDABLE HOUSING PROJECTS**

**THIS COOPERATION AGREEMENT** (this "Agreement") is entered into this 18 day of January, 2011, by and between the CITY OF OXNARD (the "City") and the COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF OXNARD (the "Commission"), with reference to the following facts:

A. The City Council of the City of Oxnard (the "City Council") adopted the Downtown Renewal (R-108) Project on May 14, 1968 by Ordinance No. 1142 (as amended); Ormond Beach Redevelopment Project on November 22, 1983 by Ordinance No. 1990 (as amended); Central City Revitalization Project (CCRP) on July 6, 1976 by Ordinance No. 1621 (as amended); Central City Revitalization Project Annexed (CCRP Annex) Project on May 7, 1985 by Ordinance No. 2038 (as amended); Southwinds Project on June 18, 1985 by Ordinance No. 2040 (as amended); Historic Enhancement and Revitalization of Oxnard (HERO) Project on April 7, 1998 by Ordinance No. 2462 (as amended); and, Historic Enhancement and Revitalization of Oxnard Added Area (HERO Annex) Project on March 23, 2004 by Ordinance No. 2038 (as amended) (collectively, the "Project Areas"), which results in the allocation of taxes from the Project Areas to the Commission for purposes of redevelopment.

B. The intent of the Redevelopment Plans is, in part, to provide for the construction and installation of necessary public infrastructure and facilities and to facilitate the repair, restoration and/or replacement of existing public facilities and to perform specific actions necessary to promote the redevelopment and the economic revitalization of the Project Areas; and to increase, improve and preserve the community's supply of low and moderate income housing, some of which may be located or implemented outside the Project Areas; and to take all other necessary actions to implement the redevelopment plans for the respective Project Areas and to expend tax increment to accomplish the goals and objectives of the respective redevelopment projects.

C. The Commission has adopted its Five-Year Implementation Plans for the Project Areas, as amended from time to time (collectively, the "Implementation Plans") with established goals to support affordable housing, economic development, community revitalization, commercial revitalization, and institutional revitalization. To implement the programs and activities associated with each goal, the Commission has made redevelopment fund commitments and budget allocations based on estimated available tax increment revenue and debt financing structures.

D. Pursuant to Section 33220 of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) (the "CRL"), certain public bodies, including the City may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects. Collectively, the projects associated with this Agreement are listed in the attached Exhibit 1, which are incorporated herein by this reference (the "Projects"). The programs and activities associated with the Projects include but are not limited to acquisition and disposition of

property, development of design criteria, design, planning, preparation of construction bid documents, financial analysis, financing and new construction or rehabilitation. To carry out the Projects in accordance with the objectives and purposes of the redevelopment plans for the Project Areas and the Implementation Plans, the Commission desires assistance and cooperation in the implementation and completion of the Projects. The City agrees to aid the Commission and cooperate with the Commission to expeditiously implement the Projects in accordance with the redevelopment plans for the Project Areas and the Implementation Plans and undertake and complete all actions necessary or appropriate to ensure that the objectives of the redevelopment plans for the Project Areas and the Implementation Plans are fulfilled within the time effectiveness of the Project Areas.

E. In considering the Commission's desire to ensure timely implementation and completion of the Projects, the Commission wishes to enter into this Agreement with the City for the pledge of net available tax increment to finance the Projects. The purpose of this Agreement is to facilitate the implementation of the Projects and to provide funding necessary to effectuate the completion of the Projects with net available tax increment in this current fiscal year and forthcoming fiscal years.

F. Net available tax increment is defined as any tax increment, net of existing debt service payments, and existing contractual obligations received by the Commission or any lawful successor of the Commission and/or to any of the powers and rights of the Commission pursuant to any applicable constitutional provision, statute or other provision of law now existing or adopted in the future. The pledge of net available tax increment will constitute obligations to make payments authorized and incurred pursuant to Section 33445 and other applicable statutes. The obligations set forth in this Agreement will be contractual obligations that, if breached, will subject the Commission to damages and other liabilities or remedies.

G. The City Council and the Commission by resolution have each found that the use of Commission redevelopment funding for the Projects is in accordance with Section 33445 and 33445.1 of the CRL and other applicable law. The said City Council and Commission resolutions are each based on the authority of the Commission, with the consent of the City Council, to pay all or part of the cost of the installation and construction of any building, facility, structure, or other improvements which is publicly owned either within or outside a Project Area, if the City Council makes certain determinations.

H. The City Council and the Commission by resolution have each found that the use of the Commission's low and moderate income housing fund for the Projects located outside of the Project Areas is in accordance with Section 33334.2 of the CRL because the use of such funds will be of benefit to the Project Areas.

I. By approving and entering into this Agreement, the Commission has approved the pledge of net available tax increment from the Project Areas to pay for the Projects.

J. The obligations of the Commission under this Agreement shall constitute an indebtedness of the Commission for the purpose of carrying out the Redevelopment Plan for the Project Areas.

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

## **I. INTRODUCTORY PROVISIONS**

The recitals above are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement.

## **II. COMMISSION'S OBLIGATIONS**

1. The Projects are those projects which are listed on the attached Exhibit 1. The Commission agrees to pay to the City an amount equal to the cost to the City to carry out the Projects, including without limitation all costs incurred by the City for the planning, acquisition and disposition, financing, development, permitting, design, site testing, bidding, construction and construction management of the Projects. The Commission's obligations under this Agreement, including without limitation the Commission's obligation to make the payments to the City required by this Agreement, shall constitute an indebtedness of the Commission for the purpose of carrying out the redevelopment of the Project Areas and are obligations to make payments authorized and incurred pursuant to Sections 33445 and 33445.1 of the CRL and other applicable statutes. The obligations of the Commission set forth in this Agreement are contractual obligations that, if breached, will subject the Commission to damages and other liabilities or remedies.

2. The obligations of Commission under this Agreement shall be payable out of net available tax increment, as defined in the above recitals and/or as defined or provided for in any applicable constitutional provision, statute or other provision of law now existing or adopted in the future, levied by or for the benefit of taxing agencies in the Project Areas, and allocated to the Commission and/or any lawful successor entity of the Commission and/or any entity established by law to carry out any of the redevelopment plans for the Project Areas and/or expend tax increment or pay indebtedness of the Commission to be repaid with tax increment, pursuant to Section 33670 of the CRL or any applicable constitutional provision, statute or other provision of law now existing or adopted in the future, in amounts not less than those set forth in Exhibit 1 and incorporated herein by this reference.

3. The indebtedness of Commission under this Agreement shall be subordinate to the rights of the holder or holders of any existing bonds, notes or other instruments of indebtedness (all referred to herein as "indebtedness") of the Commission incurred or issued to finance the Project Areas, including without limitation any pledge of tax increment revenues from the Project Areas to pay any portion of the principal (and otherwise comply with the obligations and covenants) of any bond or bonds issued or sold by Commission with respect to the Project Areas.

4. All payments due to be made by the Commission to the City under this Agreement shall be made by the Commission in accordance with the schedule set forth in Exhibit 1 and as otherwise necessary to reimburse the City for the cost to the City of performing its obligations hereunder. City shall provide Commission with a quarterly report accompanied by evidence reasonably satisfactory to the Commission's Executive Director that the City has progressed in the development and construction of the Project for which payment is made by the

Commission commensurate with such payments and has incurred costs or obligations to make payments equal to or greater than such amount.

### **III. CITY'S OBLIGATIONS**

1. The City shall accept any funds offered by the Commission pursuant to this Agreement and shall devote those funds to completion of the Projects by (i) reimbursing the City or using such funds to make City expenditures to perform the work required to carry out and complete the Projects; (ii) utilizing such funds to pay debt service on bonds or other indebtedness or obligations that the City has or will incur for such purposes; and/or paying such funds into a special fund of the City to be held and expended only for the purpose of satisfying the obligations of the City hereunder.

2. It is the responsibility of City to pay all development and construction costs in connection with the Projects from funds paid to the City by the Commission under this Agreement.

3. The City shall perform its obligations hereunder in accordance with the applicable provisions of federal, state and local laws, including the obligation to comply with environmental laws such as CEQA, and shall timely complete the work required for each Project in accordance with the schedule on Exhibit 1 and incorporated herein by this reference.

### **IV. 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 party for any liability, losses, cost or expenses that may be incurred by such other party solely by reason of Government Code section 895.2.

### **V. ENTIRE AGREEMENT; WAIVERS; AND AMENDMENTS**

1. This Agreement shall be executed in triplicate originals, each of which is deemed to be an original. This Agreement consists of eight (8) pages including one (1) Exhibit, which constitute the entire understanding and agreement of the parties.

2. 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.

3. This Agreement is intended solely for the benefit of the City and the Commission. Notwithstanding any reference in this Agreement to persons or entities other than the City and the Commission, there shall be no third party beneficiaries under this Agreement.

4. 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.

#### VI. SEVERABILITY

If any term, provisions, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

#### VII. DEFAULT

If either party fails to perform or adequately perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the non-defaulting party, the party failing to perform shall be in default hereunder. In the event of default, the non-defaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this contract, including without limitation the right to sue for damages for breach of contract. The rights and remedies of the non-defaulting party enumerated in this paragraph are cumulative and shall not limit the non-defaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of the Agreement or hereinafter enacted or established, that may be available to the non-defaulting party against the defaulting party. All notices of defaults shall clearly indicate a notice of default under this Agreement.

#### VIII. BINDING ON SUCCESSORS

This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the parties, whether by agreement or operation of law.

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

By:   
Community Development Commission  
of the City of Oxnard  
Dr. Irene G. Pinkard, Vice-Chairman

Attest:

By:   
Secretary Designate  
Daniel Martinez

*[Signatures continue on the following page]*

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: Alan Holmberg  
Alan Holmberg, General Counsel

By: Sadd C. Mooney  
Commission Special Counsel  
Kane, Ballmer & Berkman

City of Oxnard

By: Dr. Irene G. Pinkard

Dr. Irene G. Pinkard, Mayor Pro Tem

ATTEST:

By: Daniel Martinez  
Daniel Martinez, City Clerk

Approved As To Form

By: Sadd C. Mooney  
Special Counsel Kane, Ballmer/Berkman

By: Alan Holmberg  
Alan Holmberg, City Attorney

# EXHIBIT 1

Project Reference	Project Area	Anticipated Construction Costs	Anticipated Schedule of Performance
<b>Affordable Housing/Mixed Use</b>			
<b>Anticipated Affordable Housing Development</b>	HERO	7,300,000	1 - 15 yrs
	HERO	11,000,000	1 - 15 yrs
	HERO	1,900,000	1 - 15 yrs
	HERO	1,800,000	1 - 15 yrs
	HERO	9,000,000	1 - 15 yrs
	HERO	7,000,000	1 - 15 yrs
	HERO	14,000,000	1 - 15 yrs
	HERO	1,900,000	1 - 15 yrs
	HERO	2,000,000	1 - 15 yrs
	HERO	25,000,000	1 - 15 yrs
	HERO	20,000,000	1 - 15 yrs
	HERO	2,800,000	1 - 15 yrs
	HERO	1,500,000	1 - 15 yrs
	HERO	4,000,000	1 - 15 yrs
	HERO	5,000,000	1 - 15 yrs
	HERO	15,000,000	1 - 15 yrs
			<b>129,200,000</b>
<b>Anticipated Affordable Housing Development</b>	Merged	9,000,000	1 - 15 yrs
	Merged	27,000,000	1 - 15 yrs
	Merged	2,000,000	1 - 15 yrs
		<b>38,000,000</b>	
<b>Anticipated Affordable Housing Development</b>	Southwinds	14,000,000	1 - 15 yrs
	Southwinds	1,800,000	1 - 15 yrs
	Southwinds	35,000,000	1 - 15 yrs
	Southwinds	1,575,000	1 - 15 yrs
		<b>52,375,000</b>	
<b>Anticipated Mixed-Use Development</b>	Merged	39,500,050	1 - 15 yrs
	Merged	26,800,800	1 - 15 yrs
		<b>66,300,850</b>	
	<b>Affordable Housing/Mixed Use Total</b>	<b>285,875,850</b>	
<b>Capital Improvement Projects</b>			
<b>Home 25% Match</b>	All Project Areas	6,000,000	15 yrs
<b>Downtown Lighting Project</b>	Merged	550,000	10 yrs

## EXHIBIT 1

Project Reference	Project Area	Anticipated Construction Costs	Anticipated Schedule of Performance
Downtown Façade Improvement Program	Merged	2,000,000	10 yrs
Downtown Parking Structure B	Merged	15,000,000	5 yrs
Downtown Street Lighting	Merged	2,000,000	5 yrs
Property and Business Improvement District	Merged	600,000	5 yrs
Southwinds Security Lighting and Fencing	Southwinds	2,600,000	20 yrs
Southwinds Homeownership	Southwinds	2,000,000	15 yrs
Southwinds Residential Rehabilitation	Southwinds	5,000,000	15 yrs
HERO Street Project	HERO	15,000,000	15 yrs
HERO Business Façade Improvement Program	HERO	4,500,000	15 yrs
HERO Housing Rehabilitation	HERO	5,000,000	15 yrs
HERO Affordable Housing	HERO	5,000,000	15 yrs
Saviers Road Median Landscaping	HERO	1,400,000	15 yrs
Gull Wings Children's Museum	HERO	500,000	5 yrs
CDC Park Expansion	Merged	1,000,000	5 yrs
Landscape and Graffiti Abatement	All Project Areas	1,500,000	15 yrs
South Oxnard Median Phase II	HERO/Ormond	5,000,000	5 yrs
Urban Design	Merged	1,000,000	10 yrs
	HERO	2,000,000	15 yrs
Public Utilities	Merged	5,000,000	10 yrs
	Southwinds	2,000,000	10 yrs
	HERO	20,000,000	20 yrs
Street Construction	Merged	2,000,000	10 yrs
	Southwinds	4,000,000	15 yrs
	HERO	15,000,000	10 yrs
	<b>Capital Improvements Total</b>	<b>125,650,000</b>	
	<b>Total All Projects</b>	<b>411,525,850</b>	