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AGENDA  
OXNARD CITY COUNCIL  
FINANCE AND GOVERNANCE COMMITTEE  
Council Chambers, 305 West Third Street  
May 13, 2025  
**Regular Meeting - 5:00 PM to 6:30 PM**

Zoom details to call-in for public comment during a meeting:

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 876 1833 9467
3. Passcode: 618792

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, press \*9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press \*6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT [WWW.OXNARD.ORG](http://WWW.OXNARD.ORG).

To find out how you may provide public comment, please refer to the instructions below or at [www.https://www.oxnard.org/city-meetings/](http://www.https://www.oxnard.org/city-meetings/).

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at [Youtube.com/oxnardnews](http://Youtube.com/oxnardnews). Video recordings of the meeting are typically available online following the meeting at the City's website at [www.oxnard.org/city-meetings](http://www.oxnard.org/city-meetings).

\*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
  - a. Submit a request to speak remotely by 3 p.m. on the day of the meeting by using the form available at [www.oxnard.org/citymeetings](http://www.oxnard.org/citymeetings).
  - b. Submit an email to [cityclerk@oxnard.org](mailto:cityclerk@oxnard.org) by 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
  - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.
3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING
  - a. Follow Zoom details listed above.

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

Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)

- b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at [www.oxnard.org/city-meetings](http://www.oxnard.org/city-meetings).

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Finance and Governance Committee approve the minutes of the April 22, 2025 regular meeting as presented.

Contact: Luly Lopez, (805) 385-7805

D. REPORTS

1. Finance Department

SUBJECT: Accounting and Financial Risk Assessment Update. (15 minutes)

RECOMMENDATION: That the Finance and Governance Committee receive the Risk Assessment Update regarding accounting and financial reporting as part of the Internal Control Integrated Framework pursuant to City of Oxnard Finance Policy (FPOL) 1.05, and recommend staff forward the presentation to City Council.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/yChZ-rGINIq>

Contact: Javier Chagoyen-Lazaro, (805) 200-5400

2. Public Works Department

SUBJECT: Fiscal Year (FY) 2025-26 Landscape Maintenance Districts Initiation of Proceedings to Levy Assessments, Approval of a Consolidated Engineers Report, and Declaration of Intention to Levy Assessments. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend that the City



Council, acting as the legislative body of the City of Oxnard Landscape Maintenance Districts (LMDs):

1. Adopt “A Resolution of the City Council of the City of Oxnard, California, initiating proceedings to levy assessments against real property for Fiscal Year 2025-26 in connection with the City’s Landscape Maintenance Districts”;
2. Adopt “A Resolution of the City Council of the City of Oxnard, California, approving a Consolidated Engineer’s Report regarding assessments against real property for Fiscal Year 2025-26 in connection with the City’s Landscape Maintenance Districts”;
3. Adopt “A Resolution of the City Council of the City of Oxnard, California, declaring its intention to levy assessments against real property for Fiscal Year 2025-26 in connection with the City’s Landscape Maintenance Districts” setting the Public Hearing for June 17, 2025;
4. Approve a one-time fund balance contribution from the General Fund to LMD-49 in the amount of \$55,401.45 as outlined in this staff report; and
5. Approve a distribution of LMD-54 reserve fund balance in the amount of \$30,902.20 to the equivalent benefit units in LMD-54 as outlined in this staff report.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/RPjmgFasp5E>

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Fiscal Year (FY) 2025-26 Resolution to Levy Assessments in Mandalay Beach Maintenance District. (10 minutes)

RECOMMENDATION: That the Finance & Governance Committee recommend that the City Council, acting as the legislative body for the Mandalay Beach Maintenance District:

1. Hold a Public Hearing on June 3, 2025, to receive public testimony regarding the proposed Fiscal Year 2025-26 assessments for the Mandalay Beach Maintenance District; and
2. Adopt a resolution to levy the special tax assessment for Fiscal Year 2025-26 within the Mandalay Beach Maintenance District for Fiscal Year 2025-26.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/aAmkz5nZ4XU>

Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department

SUBJECT: Modification of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) and Approval of the Deposit and Reimbursement Agreement and the Special Tax Disbursement Agreement A-8588. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council, acting as the legislative body of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay), adopt the following resolutions:

1. A Resolution Approving a Deposit and Reimbursement Agreement and a Special Tax Disbursement Agreement Relating to the Change Proceedings for City of Oxnard Community Facilities District No. 9 (Northshore At Mandalay Bay); and

2. A Resolution of Consideration Declaring its Intention to Modify the Rate and Method of Apportionment of the Special Tax Relating to City of Oxnard Community Facilities District No. 9 (Northshore At Mandalay Bay), Increase Certain Special Tax Rates, Add a New Special Tax, Increase the Maximum Bonded Indebtedness, Amend a Funding and Acquisition Agreement, and Revise the Appropriations Limit of Said Community Facilities District, and Other Related Actions in Connection Thereto.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/3km-fPvI5HA>

Contact: Michael Wolfe, (805) 385-8055

5. Housing Department

SUBJECT: Housing Authority Low Rent Public Housing and Housing Choice Voucher Program Section 8 Budgets for Fiscal Year 2025-2026. (15 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend that the Board of Commissioners of the Housing Authority of the City of Oxnard:

1. Adopt a resolution approving the recommended \$7,795,322 operating budgets for the Low Rent Public Housing Program for Fiscal Year 2025-2026, as presented for each project area, and approve and authorize the use of \$201,272 of unrestricted cash to fund the projected deficit.
2. Adopt a resolution approving the recommended \$35,921,457 operating budget for the Housing Choice Voucher Program Section 8 for Fiscal Year 2025-2026, and approve and authorize the use of \$149,715 of unrestricted cash to fund the projected deficit.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/oUGJ6kznaZw>

Contact: Brenda Lopez, (805) 385-8092

6. Finance Department

SUBJECT: Agreement for Annual Financial Audits and Single Audits for Federally Funded Programs for Fiscal Years 2024-25 through 2028-29. (10 Minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a five-year agreement (No.32600005) with Macias Gini & O'Connell, LLP in the amount of \$1,219,895 for annual financial audits and Single Audits for Federally funded programs.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/CgYef-jGadM>

Contact: Javier Chagoyen-Lazaro, (805) 200-5400

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



**FINANCE AND GOVERNANCE COMMITTEE  
AGENDA REPORT**

**CONSENT AGENDA  
AGENDA ITEM NO. C.1**

**DATE:** May 13, 2025

**TO:** Finance & Governance Committee

**FROM:** Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org

**SUBJECT:** Approval of Minutes.

**RECOMMENDATION**

That the Finance and Governance Committee approve the minutes of the April 22, 2025 regular meeting as presented.

**BACKGROUND**

Approval of minutes.

**STRATEGIC PRIORITIES**

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

**FINANCIAL IMPACT**

There is no financial impact.

*Prepared by: Luly Lopez, City Clerk*

**ATTACHMENTS**

1. Minutes of the Finance and Governance Committee for April 22 2025

MINUTES  
OXNARD CITY COUNCIL  
FINANCE AND GOVERNANCE COMMITTEE  
April 22, 2025

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 5:03 p.m., Chair Luis Mc Arthur called to order the regular meeting of the Oxnard City Council Finance and Governance Committee in the City Hall Council Chambers at 305 West Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair Luis Mc Arthur, Member Gabriela Rodriguez and Member Aaron Starr were present.

Member Rodriguez led the pledge of allegiance with a moment of silence in honor of Pope Francis.

Staff members present were Alexander Nguyen, City Manager; Eric Sonstegard, Assistant City Manager; Stephen Fischer, City Attorney; Javier Chagoyen-Lázaro, Chief Financial Officer; Alex Hamilton, Fire Chief; Brenda Lopez, Interim Housing Director; and Lourdes A. López, City Clerk.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

No public comments were received.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Finance and Governance Committee approve the minutes of the March 11, 25 and April 8, 2025 regular meeting as presented.

No public comments were received.

*It was moved by Chair Mc Arthur, seconded by Member Starr, to approve the Information/Consent item as presented. VOTE: Rodriguez, Starr and Mc Arthur voted in favor; the motion carried 3-0.*

D. REPORTS

2. Finance Department

SUBJECT: 2024 Single Audit Report. (15 minutes)

RECOMMENDATION: That the Finance and Governance Committee receive the 2024 Single Audit Report from the audit firm Eadie + Payne, and give authorization to forward the presentation to City Council.

Javier Chagoyen-Lázaro, Chief Financial Officer introduced Brandon Ferrell of Eadie & Payne LLP; Eric Sonstegard, Assistant City Manager; Alexander Hamilton, Fire Chief and Brenda Lopez, Interim Housing Director who gave a report.

A public comment was received from Alicia Percell. Discussion ensued among the Council and staff regarding the audit findings.

*It was moved by Member Starr, seconded by Member Rodriguez, to approve the recommended action as presented. VOTE: Rodriguez, Starr and Mc Arthur voted in favor; the motion carried 3-0.*

1. Finance Department

SUBJECT: Update on the Financial Corrective Action Plan (CAP) for Closing Past Audit Findings. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee receive an update on the Financial Corrective Action Plan (FCAP) for closing past audit findings and recommend staff forward the presentation to City Council.

Javier Chagoyen-Lázaro, Chief Financial Officer; Jennifer Hiraoka, Senior Manager Internal Controls and Brendon Ferrell of Eadie + Payne LLP who gave a report.

No public comments were received. Discussion ensued among the Council and staff.

*It was moved by Member Starr, seconded by Member Rodriguez, to approve the recommended action as presented. VOTE: Starr, Rodriguez and Mc Arthur voted in favor; the motion carried 3-0.*

3. Finance Department

SUBJECT: Third Amendment with Paymentus for Credit Card Merchant Services. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute the Third Amendment to the agreement with Paymentus (9046-20-CT), for credit card merchant services, extending the term of agreement to December 31, 2027 and increasing the contract amount by \$702,000 for a not-to-exceed contract amount of \$1,783,720.

Javier Chagoyen-Lázaro, Chief Financial Officer was available to answer the committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

*It was moved by Chair Mc Arthur, seconded by Member Rodriguez, to approve the recommended action as presented. VOTE: Starr, Rodriguez and Mc Arthur voted in favor; the motion carried 3-0.*

4. Finance Department

SUBJECT: Agreement with Tyler Technologies, Inc. for Credit Card Merchant Services. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommends that the City Council approve and authorize the Mayor to execute a five-year agreement with Tyler Technologies, Inc. (A-8584) for credit card merchant services.

Javier Chagoyen-Lázaro, Chief Financial Officer was available to answer the committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

*It was moved by Member Starr, seconded by Member Rodriguez, to approve the recommended action as presented. VOTE: Rodriguez, Starr and Mc Arthur voted in favor; the motion carried 3-0.*

5. Finance Department

SUBJECT: Establishing a Section 115 Trusts for OPEB and Pension Liabilities. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend the City Council to:

1. Adopt a resolution establishing a Section 115 Trust for OPEB and Pension liabilities; and
2. Authorize the City Manager to execute agreements with the Trust Administrator, Custodian, and Trustee to create a 115 Trust accounts for the funding of future OPEB and Pension

liabilities.

Javier Chagoyen-Lázaro, Chief Financial Officer and Mark Shuster of Shuster Advisory Group was available to answer the committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

*It was moved by Chair Mc Arthur, seconded by Member Rodriguez, to approve the recommended action as presented. VOTE: Starr, Rodriguez and Mc Arthur voted in favor; the motion carried 3-0.*

E. ITEMS FOR FUTURE AGENDAS

Committee Member Starr is requesting a report on the process of authorizing overtime and approval process.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Mc Arthur adjourned the meeting at 5:26 p.m.

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LOURDES A. LÓPEZ  
City Clerk

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LUIS A. MC ARTHUR  
Chair





## FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

### REPORTS AGENDA ITEM NO. D.1

**DATE:** May 13, 2025

**TO:** Finance & Governance Committee

**FROM:** Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400,  
javier.chagoyenlazaro@oxnard.org

**SUBJECT:** Accounting and Financial Risk Assessment Update. (15 minutes)

### RECOMMENDATION

That the Finance and Governance Committee receive the Risk Assessment Update regarding accounting and financial reporting as part of the Internal Control Integrated Framework pursuant to City of Oxnard Finance Policy (FPOL) 1.05, and recommend staff forward the presentation to City Council.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/yChZ-rGINlg>

### BACKGROUND

The City's annual audit for Fiscal Year (FY) 2014-15 produced 111 single-audit findings. One finding identified that risk assessments need to be performed. The finding specified two types: (i) risk assessment related to accounting and financial reporting, and (ii) fraud management risk assessment.

In response to the finding, on June 27, 2017, the City engaged Price Paige as Internal Auditors to complete a fraud risk assessment and to monitor operation of controls in high priority areas. These detailed reviews by external consultants were supplemented by the work of new and better trained staff across the City who identified and remediated additional issues that affected operating, reporting, and compliance objectives. In December 2021, the City completed the adoption of eight Internal Control Integrated Framework (ICIF) policies (see links attached) that are aimed at strengthening and improving the organization's overall control and operating environment. Financial Policy (FPOL) 1.05 City Council's Risk Assessment Responsibilities established that the City Council ensures that risk assessments are performed. In September and November 2021, the Finance and Governance Committee received training from the City's Independent Auditor, Eadie + Payne, in internal controls, compliance, and risk management.

During the past year, the Senior Manager Internal Controls performed a targeted risk assessment for FY 23-24. The targeted risk assessment is designed to focus on maintaining existing internal controls, including those controls that were put into place as a result of previous audit findings. The FY 23-24 targeted risk assessment focused on the following areas: Grants (funded by the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Fund), Vendor Master Maintenance, and Purchasing Cards. The Capital Assets process, which was originally planned for completion as part of the FY 23-24 Targeted Risk Assessment, was postponed due to staffing availability and prioritization of other internal control priorities, and will instead be included as part of the FY 25-26 Targeted Risk Assessment.

We propose continuing with a targeted risk assessment for FYs 24-25 and 25-26 to ensure limited internal control resources are focused on higher risk areas. The plan to expand to a Full Risk Assessment will be considered for FY 26-27.

#### **FY 23-24 preliminary targeted risk assessment results**

The implementation of the new ERP system, Tyler Munis, has enhanced the City's internal controls over financial reporting. The automatic routing of Purchasing, Accounts Payable, and General Ledger transactions for the appropriate level of authorization, review, approval, and verification replacing processes that were reliant on people to manually route paper-based or electronic transaction documents for approval, is one of the internal control enhancements. Automatic routing of these processes directly impact transactions tied to Grants Management and Purchasing Cards.

Establishing effective internal controls is a continuous process, which should follow the Committee of Sponsoring Organizations of the Treadway Commission (COSO) framework for designing and managing internal controls. In 2014, the federal government updated the Uniform Guidance to require non-federal entities to establish and maintain effective internal control over federal awards, which should be in compliance with COSO and in 2015, the California State Controller developed internal control guidelines applicable to local governments which recommends using COSO's Internal Control Framework.

The system of internal controls has been evaluated using the COSO framework. The five components of COSO internal control are: control environment, risk assessment, control activities, information and communication, and monitoring activities. The preliminary results of the targeted risk assessment are communicated according to their respective COSO component. Below are both the internal control enhancements and improvement opportunities that have been addressed or will be addressed in the future. Noted improvement opportunities did not constitute control failures due to either: the exposures found are minor in extent and nature or other compensating controls exist. These preliminary results are pending discussion with City Management.

#### **Control Environment**

The control environment is the set of standards, processes and structures that provide the basis for carrying out internal control and sets the tone across the organization. City processes are in a stabilization period post ERP implementation and policies and procedures continue to be updated to reflect process changes.

#### **Risk Assessment**

The risk assessment allows management to identify the need for control and monitoring activities, improvements to the flow of information and communication or the need for changes to the control environment. Risk assessments were prepared for each of the targeted risk assessment areas: Vendor Master Maintenance, Grants Management, and Purchasing Cards to ensure that risks are managed and mitigated.

#### **Control Activities**

Control activities are actions established through policies and procedures (or through embedded controls) that help ensure that management's directives to mitigate risk (as documented in the Risk Assessment) are carried out.

The ERP system has the following internal controls embedded into the system.

- Segregation of duties – system workflow separates the responsibilities for authorizing transactions and processing transactions, replacing the manual control of individuals and ensuring that they aren't the only authorizer and approver or that the transaction is processed by people without conflicting responsibilities.
- Reviews and approvals – system workflow automation ensures secondary reviews and supervisory approvals that transactions have been properly authorized, accurately recorded, and correctly reflect the events that have occurred replacing the manual control of people routing reviews and approvals appropriately via a

paper-based process and approvals being captured on paper

- Adequate, accurate and readily available documents and records – electronic management of transaction documents ensures that documents are centrally stored (single source of truth), accessible to City staff throughout the workflow, and retained for the appropriate timeframe

Below are the internal controls embedded into the system for the specific processes.

Vendor Master Maintenance -

- ERP restricts changes to vendor master to users with specific roles

Grants Management -

- ERP workflow routes approvals for expense transactions coded to general ledger Fund 204 (ARPA fund) to employees with knowledge of approved ARPA projects
- ERP checks budget when entering a purchase requisition or contract
- ERP limits purchasing transactions to pre-approved vendors

Purchasing Cards -

- ERP increases awareness of purchasing card statement reconciliation status
- ERP workflow captures approvals of purchasing card transactions

### **Information and Communication**

Information and communication is the continual iterative process of providing, sharing and obtaining necessary information to meet accounting and disclosure requirements under governmental accounting standards.

- ERP user quick guides that also incorporate relevant control activities are readily available to all ERP users
- ERP users completed ERP training prior to go-live and new users are expected to complete “On Demand” trainings post go-live
- Results of Targeted Risk Assessment or Monitoring Activities will be communicated to improve process efficiency and effectiveness

### **Monitoring Activities**

Monitoring activities are the continuous evaluation of each of the COSO components to ensure they are functioning effectively, including the COSO monitoring activities component, to assess the execution and quality of established control activities. Below are highlights of the monitoring activities that were performed as part of this review.

Vendor Master Maintenance –

- Evaluated the timeliness of Vendor Master File review -
  - o Staff assigned to Vendor Master Maintenance review Vendor Master Files annually and deactivate vendors without activity in the last 2 years
- Evaluated that changes to the Vendor Master File are supported with appropriate documentation -
  - o ERP document management is used to retain Vendor Create/Change Request Form which is accompanied by:
    1. Completed IRS Form W-9 Request for Taxpayer Identification Number and Certification and
    2. Purchasing verifies that the vendor is active and valid by performing a search on the California Secretary of State website prior to adding or revising vendor information.
  - o Instances of Change Request Form not in ERP or vendor information/support insufficient
- Evaluated that information in the Vendor Master File is complete and accurate –
  - o Instances of no Federal Employer Identification Number (FEIN) in ERP or FEIN inaccurate

Grants Management –

- Evaluated that purchases of goods or services are authorized as evidenced by proper review and approval –
  - o ERP workflow captures approvals
- Evaluated that Grant Administering Departments maintain financial and other records in accordance with grant requirements –

- o Instances of documentation required by grant contract not maintained
- Evaluated that when using Federal grant funds to purchase goods or services, vendor name or principal individual(s) are searched in the Excluded Parties List System (now the System for Award Management (SAM) database) to verify that the vendor or principal individuals are not suspended, debarred or otherwise excluded from participation in Federal spending
- o Grant Administering Departments are not reviewing the SAM database to check for suspension or debarment or if Grant Administering Departments are reviewing for suspension or debarment, evidence of the review is not maintained

#### Purchasing Cards –

- Evaluated purchasing card transactions are authorized as evidenced by proper review and approval –
- o ERP workflow captures approvals of purchasing card transactions
- Evaluated timeliness of purchasing card reconciliation –
- o Instances of statements not reconciled timely when purchasing card holders terminate employment from the City of Oxnard

Ongoing monitoring activities need to be formalized and documented, separate from this evaluation of the system of internal controls. Monitoring activities should be designed to provide a sense of whether the internal controls are functioning effectively.

The results of monitoring activities above will be communicated to the appropriate parties after these preliminary results are discussed with City Management.

#### **FY 24-25 targeted risk assessment**

Staff anticipates reporting on the status of the FY 24-25 targeted risk assessment in the fall.

### **STRATEGIC PRIORITIES**

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

### **FINANCIAL IMPACT**

There is no financial impact.

*Prepared by: Jennifer Hiraoka, Senior Manager Internal Controls*

### **ATTACHMENTS**

1. Accounting and Financial Reporting Risk Assessment Update (FGC)
2. FPOL 1.01 Adoption of Internal Control - Integrated Framework
3. FPOL 1.02 Adoption of Internal Control Oversight Responsibilities
4. FPOL 1.03 Internal Control - Finance and Governance Committee Duties and Responsibilities
5. FPOL 1.04 Assignment of Authority and Responsibility for Achieving Operational, Reporting and Compliance Objectives
6. FPOL 1.05 City Council's Risk Assessment Responsibilities
7. FPOL 1.06 Development and Implementation of Internal Controls v.2
8. FPOL 1.07 Commitment to Transparent and Complete Information and Communication v.2
9. FPOL 1.08 Creation of a Monitoring System

# Accounting and Financial Reporting Risk Assessment Update Presentation

Presentation to Finance & Governance Committee

May 13, 2025

Presented by: Jennifer Hiraoka, Senior Manager Internal Controls

That the Finance and Governance Committee receive the Risk Assessment Update regarding accounting and financial reporting as part of the Internal Control Integrated Framework pursuant to the City of Oxnard Finance Policy (FPOL) 1.05, and recommend staff forward the presentation to City Council.

## OVERVIEW

- In December 2021, the City of Oxnard completed the adoption of 8 Internal Control Integrated Framework (ICIF) policies, which are aimed at strengthening and improving the organization's overall control and operating environment
- Finance Policy (FPOL) 1.05 *City Council's Risk Assessment Responsibilities* established that the City Council ensures that risk assessments are performed
- For FY 23-24 a targeted risk assessment was performed

## OBJECTIVES

- To communicate preliminary results of the FY 23-24 targeted risk assessment and next steps

## AGENDA

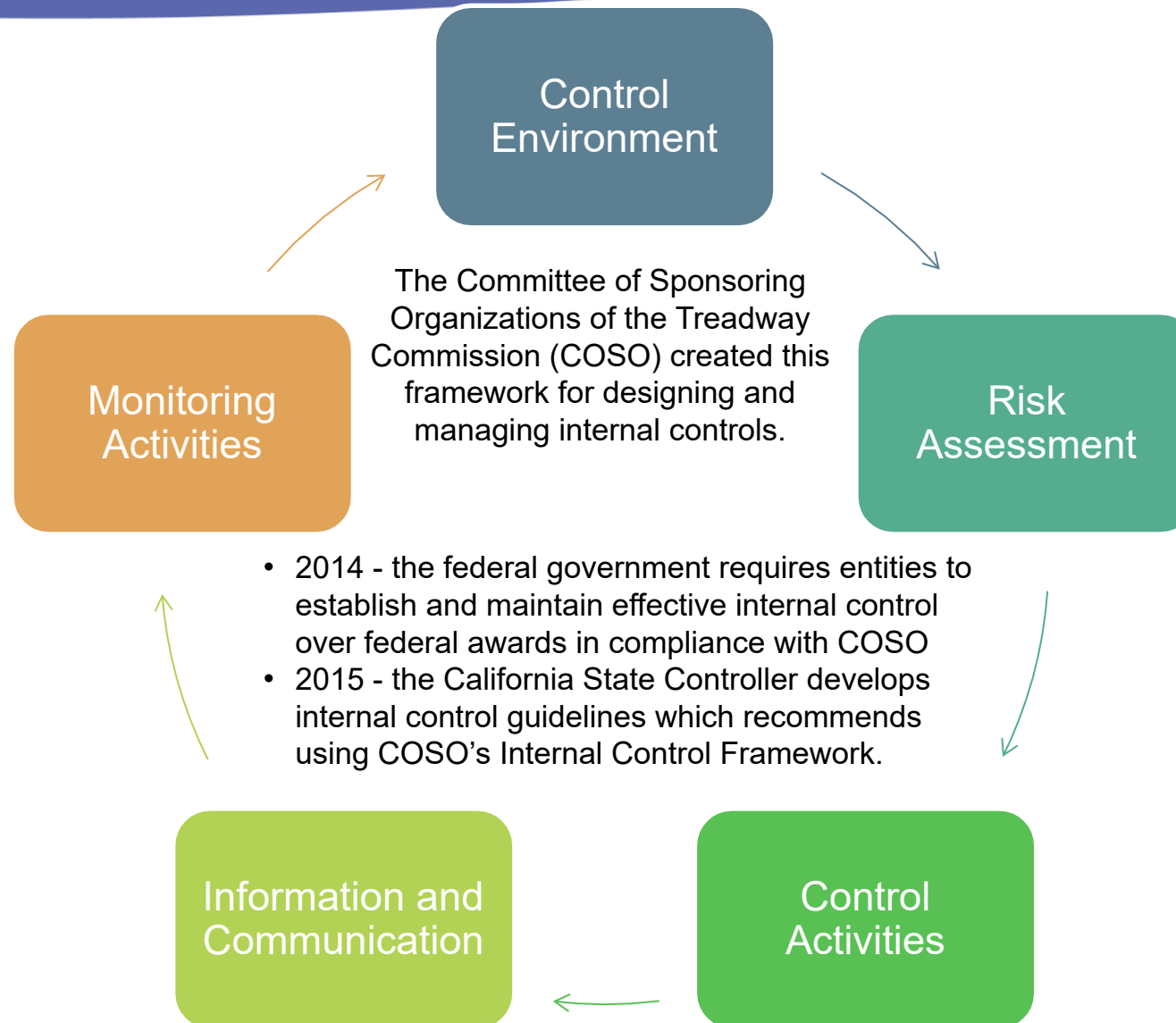
- Review targeted risk assessment objectives
- Present preliminary results of FY 23-24 targeted risk assessment
- Present revised FY 24-25 risk assessment plan and FY 25-26 risk assessment plan and discuss next steps

- A risk assessment identifies and analyzes the risks facing the City as it seeks to achieve its objectives. This assessment provides the basis for prioritizing and developing appropriate internal controls to eliminate or reduce risks.
- Financial Policy (FPOL) 1.05 *City Council's Risk Assessment Responsibilities* established that the City Council ensures that risk assessments are performed.
- The City's annual audit for FY 2014-15 produced an audit finding that risk assessments need to be performed.
  - Fraud Risk Assessment
  - Accounting and Financial Reporting Risk Assessment
- In response to the finding the City engaged consultants to perform the following:
  - Fraud Risk Assessment
  - Detailed reviews of reporting and compliance risks of high priority areas
- Internal controls ultimately serve to strengthen the reliability and accuracy of financial reporting

**With the implementation of a new ERP system, it is important to maintain internal controls, especially those put into place as a result of a previous audit finding.**



- Our FY 23-24 Targeted Risk Assessment included reviewing the following processes that were impacted by the ERP implementation
  - Vendor Master Maintenance
  - Grants Management (focusing on grants funded by the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Fund “ARPA”)
  - Purchasing Cards
- Due to staffing availability and changing priorities:
  - The Capital Assets process was postponed and will instead be included as part of the FY 25-26 Targeted Risk Assessment
  - The FY 24-25 Targeted Risk Assessment will focus on the Payroll process



# FY 23-24 Targeted Risk Assessment preliminary results as they align to the COSO internal control framework

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## **Control Environment** – Preliminary Results:

### Opportunities for Improvement / Mitigation Measures in Progress -

- Processes are in a stabilization period post ERP implementation
- Policies and procedures continue to be updated to reflect process changes

## **Risk Assessment** – Preliminary Results:

### Opportunities for Improvement / Mitigation Measures in Progress -

- Targeted Risk Assessment for Capital Assets FY 2026

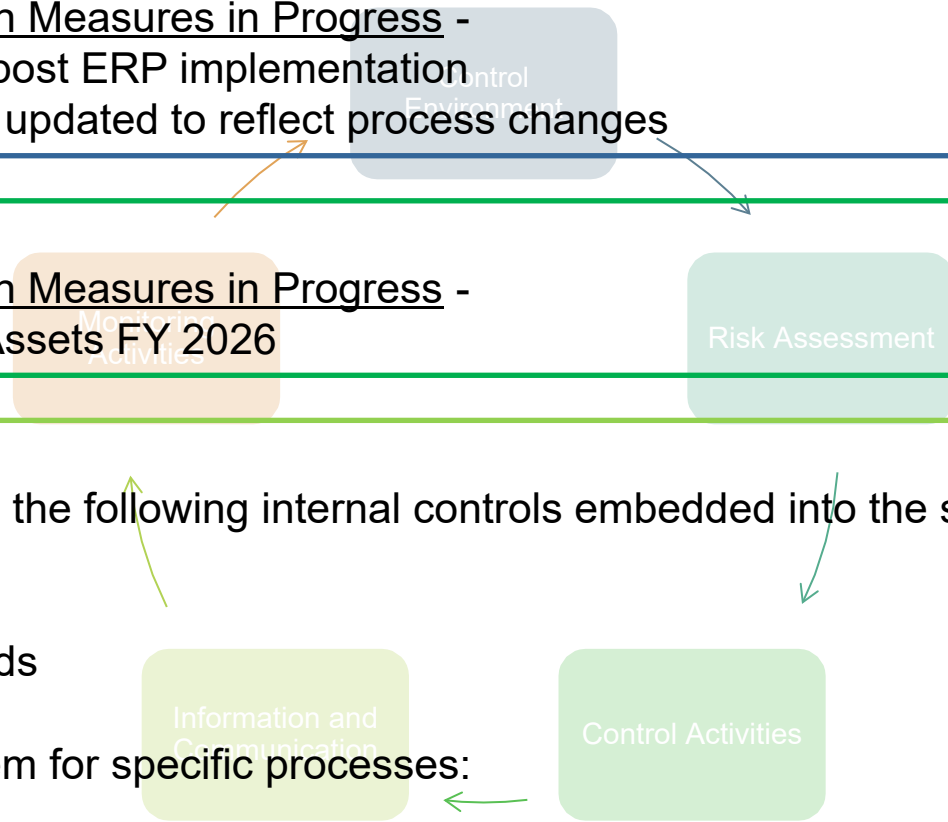
## **Control Activities** – Preliminary Results:

### Areas of Strength – The ERP system has the following internal controls embedded into the system:

- Segregation of duties
- Reviews and approvals
- Readily available documents and records

### Internal controls embedded into the system for specific processes:

- Vendor Master Maintenance
- Grants Management
- Purchasing Cards



## Monitoring Activities – Preliminary Results:

### Areas of Strength –

- Vendor Master Files are reviewed annually and vendors without activity in the last 2 years are deactivated
- ERP captures approvals of purchases of goods or services and ERP workflow routes approvals for expense transactions coded to general ledger Fund 204 (ARPA fund) to employees with knowledge of approved ARPA projects
- ERP increases transparency of purchasing card statement reconciliation status and captures approvals of purchasing card activities

### Opportunities for Improvement / Mitigation Measures in Progress –

- Monitoring activities need to be formalized and documented
- Vendor Master File change management process is reliant on staff to make changes (no vendor self service) and a review for complete and accurate information in vendor files (Form W-9 and Federal Employer Identification Number) should be performed for all vendors post ERP implementation
- Process for suspension and debarment review of federal grant funding recipients should be centrally established
- Management should ensure that purchasing card statements are reconciled prior to an employee's last day of work (when possible)

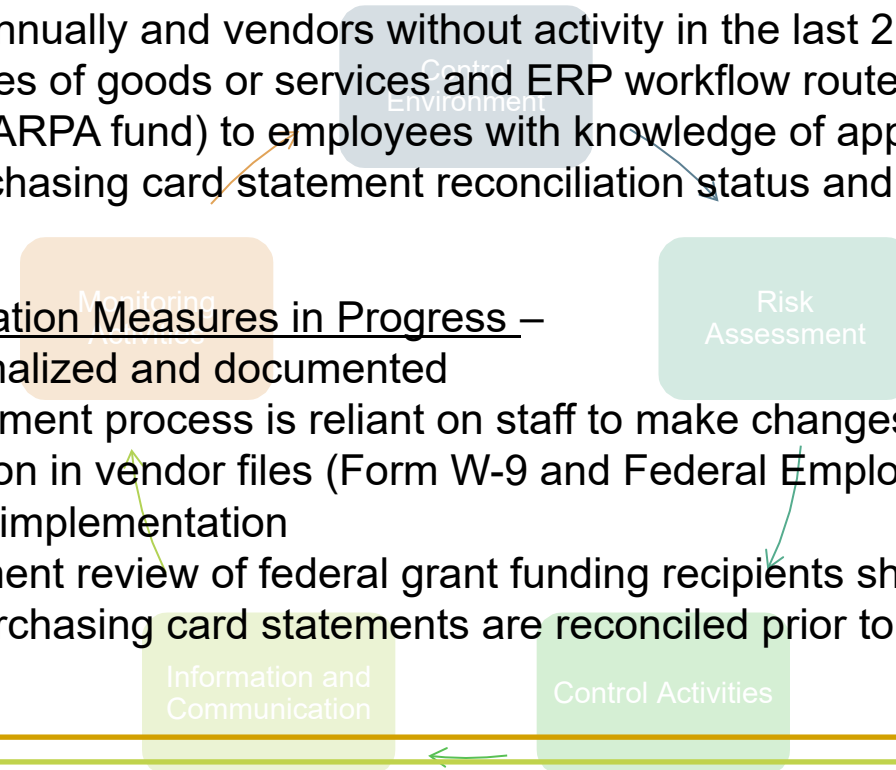
## Information and Communication – Preliminary Results:

### Areas of Strength -

- ERP user quick guides readily available, training includes “On Demand” training for new users

### Opportunities for Improvement / Mitigation Measures in Progress -

- Targeted Risk Assessment or Monitoring Activities will be communicated to Council



- The implementation of the new ERP system, Tyler Munis, has enhanced the City's internal controls over financial reporting.
  - The automatic routing of transactions for the appropriate level of authorization, review, approval, and verification replacing processes that were reliant on people to manually route paper-based or electronic transaction documents for approval, is one of the internal control enhancements.
- Additionally, internal controls that were initially put into place as a result of a previous audit finding were embedded into the system, where appropriate.
  - For example, prior audit finding 2019-007 required the Accounts Payable team to manually gather and track support for purchasing card transactions. With the ERP, monthly statement reviews and approvals are submitted through the ERP system workflow to Accounts Payable.
  - Finally, noted improvement opportunities did not constitute control failures due to either: the exposures found are minor in extent and nature or other compensating controls exist.

- The FY 24-25 Targeted Risk Assessment will focus on the following process:
  - Payroll
- The FY 25-26 Targeted Risk Assessment will focus on the following processes:
  - Tyler Munis 2021 Upgrade Implementation
  - Cash Receipts and Cashiering
  - Capital Assets (New additions, disposals, fleet)

**This concludes our presentation.**

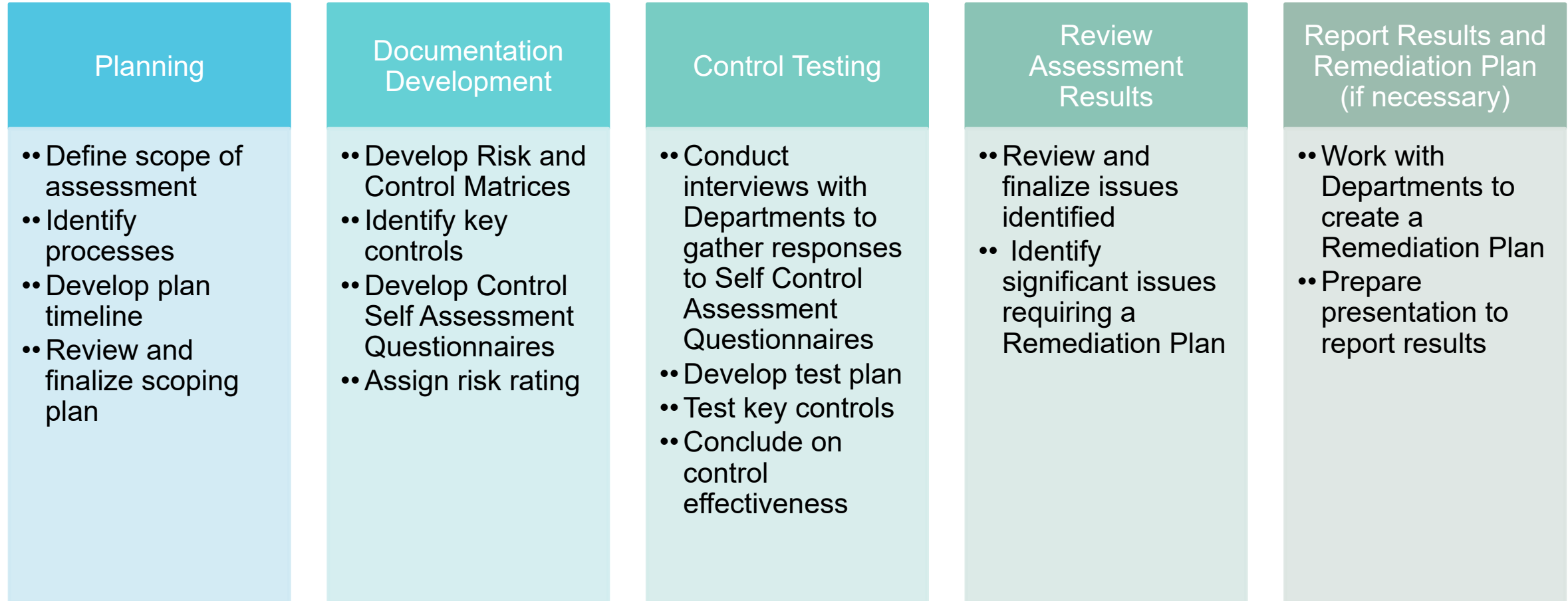
**We hope this presentation assists City Council in exercising its oversight duties, working with the City Manager, City Attorney and other officials to create a control environment based on ethical practices, competency and compliance with laws, regulations and policies.**

**We will return to you in the Fall to report the FY 24-25 targeted risk assessment results.**



# QUESTIONS?





|                                                                                   |                                            |                                                                                                          |                                   |
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| <b>NUMBER</b><br>FPOL 1.01                                                        | <b>VERSION</b><br>1.0                      | <b>DOCUMENT OWNER</b><br>Christine Williams                                                              | <b>EFFECTIVE DATE</b><br>9/1/2020 |
| <b>PROCEDURE OWNER</b><br>Christine Williams                                      | <b>TITLE</b><br>Sr. Mgr, Internal Controls | <b>(Signature)</b><br> | <b>DATE</b><br>7/14/2020          |

## 1.0 POLICY STATEMENT

The City Council adopts the Internal Control – Integrated Framework (ICIF) and includes in this policy the 17 internal control principles of the Committee of Sponsoring Organizations (COSO). The use of recognized national and state internal control standards and practices shall be expected of all City officials.

The ICIF shall serve as the underpinning of all the City of Oxnard's internal control policies and implementation guidelines and activities. The City Manager is directed to use the ICIF and 17 COSO principles when creating policies and implementing internal controls whenever it is feasible, effective and efficient.

## 2.0 SCOPE

The policy covers all of the City of Oxnard's internal control activities as it relates to the development and implementation of internal controls. It applies to all City officials. The principles that follow have been adapted to the City of Oxnard environment.

## 3.0 BACKGROUND

- 3.1.1. The City of Oxnard needs an overarching and unifying framework for its internal controls. The California State Controller's Office (SCO) issued *Internal Control – Guidelines for Local Government Agencies* in 2015 to improve local governments' ability to reach their goals by maintaining strong internal controls. The Federal Office of Management and Budget (OMB), through its Uniform Guidance (2 CFR 200) required federal grantees to implement effective internal controls in the first fiscal year following the December 2014 effective date of the regulations. For the City of Oxnard this was the fiscal year ending June 30, 2016.

Other recognized sources for developing and maintaining the ICIF include the *Green Book* of United States Government Accountability Office (GAO), the Statements of Auditing Standards (SAS) of the Auditing Standards Board (ASB) of the American Institute of Certified Public Accountants (AICPA), the California Committee on Municipal Accounting (CCMA), the Generally Accepted Government Auditing Standards (GAGAS, *Yellow Book*) of the GAO and best practices suggested by the Government Finance Officers Association (GFOA).

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## 4.0 DEFINITIONS

| Term                                           | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Internal Control – Integrated Framework (ICIF) | A system of internal controls designed to address three main categories of internal control objectives which are 1. Operations 2. Reporting and 3. Compliance.                                                                                                                                                                                                                                                                               |
| Committee of Sponsoring Organizations (COSO)   | A joint initiative of the five private sector organizations (American Accounting Association, American Institute of Certified Public Accountants, Financial Executives International, Institute of Management Accountants, and the Institute of Internal Auditors) and is dedicated to providing thought leadership through the development of frameworks and guidance on enterprise risk management, internal control and fraud deterrence. |
| California State Controller's Office (SCO)     | Accountability and disbursement of the State of California's financial resources.                                                                                                                                                                                                                                                                                                                                                            |
| Federal Office of Management and Budget (OMB)  | An agency of the federal government that evaluates, formulates, and coordinates management procedures and program objectives within and among departments and agencies of the Executive Branch.                                                                                                                                                                                                                                              |
| Uniform Guidance (2 CFR 200)                   | An authoritative set of rules and requirements for Federal awards.                                                                                                                                                                                                                                                                                                                                                                           |
| City Officials                                 | Managers of the organization at all levels.                                                                                                                                                                                                                                                                                                                                                                                                  |

## 5.0 INTERNAL CONTROL OBJECTIVES

The ICIF provides for three categories of objectives, allowing City leaders to focus on different aspects of internal control. Objectives within each category are established by the City Manager to achieve City Council goals.

- 5.1.1 **Operations Objectives.** These pertain to effectiveness and efficiency of the City's operations including operational and financial performance goals and safeguarding assets against loss.
- 5.1.2 **Reporting Objectives.** These pertain to internal and external financial and non-financial reporting and may encompass reliability, timeliness, transparency, or other objectives set forth by regulators, recognized standard-setters or City Council policies.
- 5.1.3 **Compliance Objectives.** These pertain to adherence to state and federal laws and regulations and to City Code provisions or City Council policies.



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## 5.2 ICIF Components to Achieve Internal Control Objectives

The ICIF is based on five components that are intended to work together to provide reasonable assurance that the operational, reporting and compliance objectives may be achieved. The five components are:

**5.2.1.1 Control Environment.** Based on ethical conduct, competence and accountability, this is the foundation for an internal control system. It provides the support and structure to help the City achieve its objectives.

**5.2.1.2 Risk Assessment.** Identifies and analyzes the risks facing the City as it seeks to achieve its objectives. This assessment provides the basis for prioritizing and developing appropriate internal controls to eliminate or reduce risks.

**5.2.1.3 Control Activities.** This component represents the actions management establishes through policies and procedures to achieve objectives and respond to risks in the internal control system, which includes the City's information systems.

**5.2.1.4 Information and Communication.** These are the processes that produce relevant, quality information that managers and staff use to support the internal control system.

**5.2.1.5 Monitoring.** These are the processes managers establish and operate to assess the execution and quality of internal control activities over time and to promptly resolve the findings of audits and other reviews.

## 6.0 INTERNAL CONTROL PRINCIPLES

There are 17 principles within the five components of the ICIF. The principles that follow have been adapted to the City of Oxnard environment. The term "City officials" refers to managers of the organization at all levels.



# City of Oxnard Finance Policy

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| Components of Internal Control Systems  | Principle                                                                                                                                                                        |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A. Control Environment</b>           | 1. City officials demonstrate a commitment to integrity and ethical values.                                                                                                      |
|                                         | 2. The City Council demonstrates independence from management and exercises oversight of the development and performance of internal control.                                    |
|                                         | 3. City management establishes, with Council oversight, structures, reporting lines, and appropriate authorities and responsibilities in the pursuit of objectives.              |
|                                         | 4. City officials demonstrate a commitment to attract, develop, and retain competent individuals in alignment with objectives.                                                   |
|                                         | 5. City officials hold individual(s) accountable for their internal control responsibilities in the pursuit of City of Oxnard objectives.                                        |
| <b>B. Risk Assessment</b>               | 6. City officials specify objectives with sufficient clarity to enable the identification and assessment of risks relating to objectives.                                        |
|                                         | 7. City officials identify risks to the achievement of objectives across the entity and analyze risks as a basis for determining how the risks should be managed.                |
|                                         | 8. City officials consider the potential for fraud in assessing risks in achieving objectives.                                                                                   |
|                                         | 9. City officials identify and assess changes that could significantly impact the systems of internal control.                                                                   |
| <b>C. Control Activities</b>            | 10. City officials select and develop control activities that contribute to the mitigation of risks in achieving objectives to acceptable levels.                                |
|                                         | 11. City officials select and develop general control activities over technology to support the achievement of objectives.                                                       |
|                                         | 12. City officials deploy control activities through policies that establish what is expected and procedures that put policies in place.                                         |
| <b>D. Information and Communication</b> | 13. City officials obtain or generate and use relevant, quality information to support the functioning of internal control.                                                      |
|                                         | 14. City officials internally communicate information, including objectives and responsibilities for internal control, necessary to support the functioning of internal control. |
|                                         | 15. City officials communicate with external parties regarding matters affecting the functioning of internal control.                                                            |



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|                                 |                                                                                                                                                                                                                                                                                                   |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>E. Monitoring Activities</b> | 16. City officials select, develop, and perform ongoing and/or separate evaluations to ascertain whether the components of internal control are present and functioning.                                                                                                                          |
|                                 | 17. City officials evaluate and communicate internal control deficiencies in a timely manner to those parties responsible for taking corrective action, including Senior Manager of Internal Controls, senior management, Finance and Governance Committee, and the City Council, as appropriate. |

## 7.0 ROLES AND RESPONSIBILITIES

Refer to FPOL 1.02 Adoption of Internal Control Oversight Responsibilities

## 8.0 RELATED CITY OF OXNARD REFERENCES

|           |                                                                                                           |
|-----------|-----------------------------------------------------------------------------------------------------------|
| FPOL 1.02 | Adoption of Internal Control Oversight Responsibilities                                                   |
| FPOL 1.03 | Internal Control – Finance Committee Duties and Responsibilities                                          |
| FPOL 1.04 | Assignment of Authority and Responsibility for Achieving Operational, Reporting and Compliance Objectives |

## 9.0 DOCUMENT HISTORY

| Version | Summary of Changes | Reason for Changes |
|---------|--------------------|--------------------|
| 1.0     | New policy         | New policy         |

|                                                                                   |                            |                                                                                    |                |
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|  |                            | <h1>City of Oxnard Finance Policy</h1>                                             |                |
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| FPOL 1.02                                                                         | 1.0                        | Christine Williams                                                                 | 9/1/2020       |
| PROCEDURE OWNER                                                                   | TITLE                      | (Signature)                                                                        | DATE           |
| Christine Williams                                                                | Sr. Mgr, Internal Controls |  | 7/14/2020      |

## 1.0 POLICY STATEMENT

The City Council shall identify and accept its oversight responsibilities in the development and performance of internal control. This includes the following:

- a. Ensuring that City Council appointees have the skills, knowledge, and experience necessary for their job duties and responsibilities;
- b. Applying objectivity in evaluating information and when making decisions;
- c. Ensuring the completion of periodic risk assessments; and
- d. Following up on completion of actions to address audit findings.

## 2.0 SCOPE

The policy applies to the City of Oxnard organization and benefits the City of Oxnard community by creating a control environment based on ethical practices, competency and compliance with laws, regulations and policies.

## 3.0 BACKGROUND

- 3.1.1. The City Council performs a critical oversight responsibility on behalf of the Oxnard community to provide a strong internal control framework and accurate financial reporting. The City Council does this by exercising its oversight duties and working with the City Manager, City Attorney and other officials to create a control environment based on ethical practices, competency and compliance with laws, regulations and policies.

## 4.0 DEFINITIONS

| Term            | Definition                                                                                                                        |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------|
| Oversight       | To exercise supervision/management/governance over the development and performance of internal control.                           |
| Objectivity     | A person (or their judgment) not influenced by personal feelings or opinions in considering and representing facts.               |
| Risk Assessment | A systematic process of evaluating the potential risks that may be involved in a projected activity or undertaking at all levels. |



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## 5.0 ROLES AND RESPONSIBILITIES

| Role         | Responsibility                                                                                                                                                                                                              |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City Council | Exercise its oversight duties, working with the City Manager, City Attorney and other officials, to create a control environment based on ethical practices, competency and compliance with laws, regulations and policies. |

## CITY OF OXNARD REFERENCES

FPOL 1.01 Adoption of Internal Control – Integrated Framework

## 6.0 DOCUMENT HISTORY

| Version | Summary of Changes | Reason for Changes |
|---------|--------------------|--------------------|
| 1.0     | New policy         | New policy         |



|                                                                                                 |                                            |                                                                                                          |                                   |
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| <b>PROCEDURE OWNER</b><br>Christine Williams                                                    | <b>TITLE</b><br>Sr. Mgr, Internal Controls | <b>(Signature)</b><br> | <b>DATE</b><br>7/14/2020          |

## 1.0 POLICY STATEMENT

- 1.1.1 The City Council shall add audit committee responsibilities to the role of the Finance and Governance Committee (F&GC). *The F&GC was established through City Code Section 2-1.1 and Bylaws (See Resolution No. 15,286 for such delegation).* The City Council establishes the F&GC as a critical element in the City's internal control environment. The responsibilities will be consistent with best practices recommended for an audit committee by the Government Finance Officers Association (GFOA) Best Practice – Audit Committees. It is also consistent with the State Controller's Office's (SCO) recommendations in its publication *Internal Control Guidelines – California Local Agencies*.
- 1.1.2 The City Council will adequately fund the work of the F&GC, including the cost of the financial auditors and internal auditors who report to it and the experts it engages to fulfill its responsibilities, through adoption of appropriations in the budget resolution. The City Manager and City Attorney shall assign staff support to the F&GC.
- 1.1.3 **Composition and Meetings.** The F&GC shall be composed of three of the seven members from the City Council. GFOA recommends that members of the F&GC have a basic understanding of governmental financial reporting and auditing or be willing to attend training to obtain that understanding.
- 1.1.4 No elected or appointed official who exercises managerial responsibilities that fall within the scope of a financial audit or internal audit should serve as a member of the committee or as an advisor to the F&GC. Members of the F&GC have a duty to exercise an appropriate degree of professional skepticism in their interactions with financial auditors, internal auditors, other elected officials with assigned internal control or managerial responsibility and management.
- 1.1.5 The F&GC shall meet per City Code Section 2-1.1 and Bylaws (See Resolution No. 15,286 for such delegation) but may schedule additional meetings as necessary to fulfill its duties and responsibilities. The F&GC shall, at its discretion, have access to the

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services of financial experts and appropriate specialists, if required, to assist in fulfilling responsibilities in its role as the audit committee of the City.

The financial expert(s) and appropriate specialists should, through education and experience relevant to the government sector, understand generally accepted accounting principles (GAAP) and financial statements, be experienced in preparing or auditing financial statements of a comparable agency, be experienced with applying such principles in connection with accounting for estimates, accruals and reserves, be experienced with internal controls, and understand audit committee functions.

*Responsibilities.* The F&GC shall be responsible for all of the following:

- a. Advise the City Council and provide oversight for policies to implement or improve the City's internal controls and financial condition.
- b. Review City Council appointees' performance related to implementing internal control activities.
- c. Review instances where City staff has overridden internal controls in connection with significant or material matters.
- d. Review non-routine, significant or material financial matters so it can advise the City Council on those matters. Non-routine matters include items not managed in the normal course of municipal operations or matters not covered by existing policies. In this policy, "significance" relates to the potential for the matter to threaten achievement of significant operating, reporting or compliance objectives with financial implications. "Materiality" relates to the size of the financial impact of the matter on the City.
- e. Advise the City Council on new and modified financial management policies. Policies would include, but not be limited to, budgeting, capital improvement/construction in progress, revenues, fund balance, reserves, debt, accounting and risk management. It may also review, discuss and recommend changes to policies or City Code sections to modernize the City's administrative and regulatory framework to implement financial audit or internal audit findings or modernize and improve the City's financial condition, internal control framework and business processes.
- f. Provide oversight of management's development of policies relating to maintaining a strong control environment and work with management to plan periodic risk assessments related to



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achieving the Council's strategic goals and related operational, reporting and compliance objectives.

- g. Review finance related City Council policies at least every five years.
- h. Carry out Audit Committee responsibilities as follows:
  - 1. Recommend to the full City Council the appointment, compensation, retention and oversight of any independent accountants engaged for the purpose of preparing or issuing independent financial audit or internal audit reports or performing other independent financial audit or internal audit review, agreed upon procedures or attest services for the City.
  - 2. Ensure that all financial auditors and internal auditors engaged by the F&GC pursuant to this policy shall report directly to the Committee.
  - 3. Receive a report from the City Manager (or internal auditor or City Manager's designee) about any employee complaints and their resolutions regarding accounting, internal accounting controls or financial auditing matters.
  - 4. Discuss auditor reports and financial statements with the City Manager, Chief Financial Officer and others as the City Manager designates and, at its discretion, meet with the City's financial auditors and experts without management present to discuss reports and financial statements.
  - 5. Have access to all reports from internal and independent or regulatory external auditors.
  - 6. Exercise oversight to assure that financial audit and internal audit findings are promptly addressed by management.
  - 7. Review City Code Section 2-1.1 and Bylaws (See Resolution No. 15,286 for such delegation) establishing the F&GC not less than every five years to assess its continued adequacy.

Nothing in this policy should be interpreted to limit the City Council from exercising its ultimate authority related to the matters described herein.

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## 2.0 SCOPE

The policy covers, as it relates to the City of Oxnard's internal control environment, the oversight duties of the F&GC. It applies to the F&GC members as designated.

## 3.0 BACKGROUND

- 3.1.1. The City's independent financial auditor identified the lack of an audit committee as a material weakness in the Fiscal 2015 Single Audit. The SCO, Committee of Sponsoring Organizations of the Treadway Commission (COSO) and GFOA best practices recommend that a local government establish an audit committee to support the Council in its oversight responsibilities.

## 4.0 DEFINITIONS

| Term                                            | Definition                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Internal Control – Integrated Framework         | A system of internal controls designed to address three main categories of internal control objectives which are 1. Operations 2. Reporting and 3. Compliance.                                                                                                                                                              |
| California State Controller's Office (SCO)      | Accountability and disbursement of the State of California's financial resources.                                                                                                                                                                                                                                           |
| Government Finance Officers Association (GFOA)  | A professional organization that represents public finance officials throughout the United States and Canada. The organization provides best practice guidance, consulting, networking opportunities, publications and periodicals, recognition programs, research, and training opportunities for those in the profession. |
| Generally Accepted Accounting principles (GAAP) | Common set of accounting principles, standards and procedures utilized by state and local governments.                                                                                                                                                                                                                      |
| Significance                                    | The potential for the matter to threaten the achievement of significant operating, reporting or compliance objectives with financial implications.                                                                                                                                                                          |
| Oversight                                       | To exercise supervision/management/governance over internal control.                                                                                                                                                                                                                                                        |
| Auditor                                         | Independent financial auditor or internal auditor.                                                                                                                                                                                                                                                                          |



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## 5.0 ROLES AND RESPONSIBILITIES

| Role                                    | Responsibility                                                                                                                                                                           |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Finance and Governance Committee (F&GC) | Exercises oversight of internal controls and audit committee responsibilities consistent with GFOA best practices and the State Controller's Office recommendations on internal control. |

## CITY OF OXNARD REFERENCES

FPOL 1.01 Adoption of Internal Control – Integrated Framework  
FPOL 1.02 Adoption of Internal Control Oversight Responsibilities

## 6.0 DOCUMENT HISTORY

| Version | Summary of Changes | Reason for Changes |
|---------|--------------------|--------------------|
| 1.0     | New policy         | New policy         |

|                                                                                                                           |                                            |                                                                                                          |                                   |
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|                                          |                                            | <h1>City of Oxnard Finance Policy</h1>                                                                   |                                   |
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| <b>PROCEDURE OWNER</b><br>Christine Williams                                                                              | <b>TITLE</b><br>Sr. Mgr, Internal Controls | <b>(Signature)</b><br> | <b>DATE</b><br>7/14/2020          |

## 1.0 POLICY STATEMENT

The City Council provides the following delegations:

- 1.1.1 City Manager. The City Council delegates to the City Manager responsibility for implementing the following:
1. Strategic planning process for the City Council to establish its annual and/or multi-year goals.
  2. Budget and service planning processes.
  3. Efficient and effective staffing and organization structure. Organization of staffing assignments and structures designed to achieve objectives and mitigate risks.
  4. Processes and delegations to implement the ICIF and risk mitigations.
  5. Individual accountability for performance related to internal control responsibilities, ethical behavior and achievement of objectives.
- 1.1.2 The City Council further expects that the City Manager will hold department heads and all staff accountable for the following:
1. Continuously improving systems by implementing best practices;
  2. Communicating expectations regarding implementing and adhering to the ICIF;
  3. Evaluating employees' performance in implementing and adhering to ICIF; and
  4. Providing training to employees.
- 1.1.3 *Elected officials with managerial assignments.* Elected officials who also have managerial assignments are subject to the same standards of ethical behavior and performance as the City Manager and department heads. For statutory responsibilities, limits on elected officials' authority shall be clearly described in City Council policies. Where policies are unclear, the City Manager, elected officials or the City Council shall propose changes that result in improved clarity and performance.

## 2.0 SCOPE

The policy covers the oversight of the City of Oxnard organization in support of internal controls. It applies to the City Council, elected officials with managerial assignments and the City Manager.



|                                                                                                           |                |                                        |                            |
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|                          |                | <h1>City of Oxnard Finance Policy</h1> |                            |
| Assignment of Authority and Responsibility for Achieving Operational, Reporting and Compliance Objectives |                |                                        | PAGE<br>2 of 4             |
| NUMBER<br>FPOL 1.04                                                                                       | VERSION<br>1.0 | DOCUMENT OWNER<br>Christine Williams   | EFFECTIVE DATE<br>9/1/2020 |

## 3.0 BACKGROUND

3.1.1 Under the council-manager form of government, the City Council sets policy and the City Manager is responsible for carrying out that policy, along with managing the organization and ensuring accountability for performance of all employees under his or her direction. As related to the Internal Control – Integrated Framework (ICIF), the City Council expects the City Manager to provide oversight of the organization in support of internal controls.

Two types of control authorization are described below for this City Council policy.

1. *Risk-based controls.* Controls intended to address risks and objectives that will become a managerial responsibility and related performance measures must be approved by the City Manager or his/her designee.
2. *Compliance and reporting controls.* Controls and objectives that address legal compliance should be reviewed by the City Attorney or his/her designee. Controls or reporting objectives related to financial management should be reviewed by the Chief Financial Officer or his/her designee. Other compliance or reporting related controls and objectives should be reviewed with the City's subject matter expert for non-financial reporting or non-financial compliance.

The ICIF includes an expectation that structures will be in place that will provide reasonable assurance that the City is meeting its operational, reporting and compliance objectives for internal control. The basic structures that should be in place, which rely on the City Manager to organize and manage, follow:

1. *Strategic plan.* A strategic plan or set of clear goals approved by the City Council based on:
  - a. A clear understanding of the City's current financial condition as well as long-range financial and economic forecasts;
  - b. City Council and community priorities;

|                                                                                                           |                |                                        |                            |
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| NUMBER<br>FPOL 1.04                                                                                       | VERSION<br>1.0 | DOCUMENT OWNER<br>Christine Williams   | EFFECTIVE DATE<br>9/1/2020 |

- c. Periodic risk assessments identifying those risks that could prevent City leaders from achieving operating, reporting and compliance objectives or reaching its goals; and
  - d. Consistent application of ethics and values.
2. *Budget and service planning processes.* Budget and service planning processes that provide clear, measurable objectives to achieve the operating, reporting and compliance objectives needed to achieve the City Council's strategic plan goals.
  3. *Staffing and organization structure.* Organization staffing assignments and structures designed to achieve objectives and mitigate risks.
  4. *Implementing internal controls.* Internal controls designed to achieve objectives and mitigate risks.
  5. *Accountability.* Individual accountability for performance related to internal control responsibilities, ethical behavior and achievement of objectives.

## 4.0 DEFINITIONS

| Term                                           | Definition                                                                                                                                                     |
|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Internal Control – Integrated Framework (ICIF) | A system of internal controls designed to address three main categories of internal control objectives which are 1. Operations 2. Reporting and 3. Compliance. |
| Risk Assessment                                | A systematic process of evaluating the potential risks that may be involved in a projected activity or undertaking at all levels.                              |

## 5.0 ROLES AND RESPONSIBILITIES

| Role         | Responsibility                                                                                                                                                     |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City Council | Sets policy                                                                                                                                                        |
| City Manager | Responsible for carrying out policies along with managing the organization and ensuring accountability for performance of all employees under his or her direction |

|                                                                                                                  |                                      |                                                            |                                                  |
|------------------------------------------------------------------------------------------------------------------|--------------------------------------|------------------------------------------------------------|--------------------------------------------------|
|                                 |                                      | <h1>City of Oxnard Finance Policy</h1>                     |                                                  |
| <b>Assignment of Authority and Responsibility for Achieving Operational, Reporting and Compliance Objectives</b> |                                      |                                                            | <small>PAGE</small><br><b>4 of 4</b>             |
| <small>NUMBER</small><br><b>FPOL 1.04</b>                                                                        | <small>VERSION</small><br><b>1.0</b> | <small>DOCUMENT OWNER</small><br><b>Christine Williams</b> | <small>EFFECTIVE DATE</small><br><b>9/1/2020</b> |

## 6.0 CITY OF OXNARD REFERENCES

FPOL 1.01 Adoption of Internal Control – Integrated Framework

FPOL 1.02 Adoption of Internal Control Oversight Responsibilities

FPOL 1.03 Internal Control – Finance and Governance Committee Duties and Responsibilities

## 7.0 DOCUMENT HISTORY

| Version | Summary of Changes | Reason for Changes |
|---------|--------------------|--------------------|
| 1.0     | New policy         | New policy         |



|                                                                                   |                                            |                                                                                                          |                                   |
|-----------------------------------------------------------------------------------|--------------------------------------------|----------------------------------------------------------------------------------------------------------|-----------------------------------|
|  |                                            | <h1>City of Oxnard Finance Policy</h1>                                                                   |                                   |
| <b>TITLE</b><br>City Council's Risk Assessment Responsibilities                   |                                            |                                                                                                          | <b>PAGE</b><br>1 of 2             |
| <b>NUMBER</b><br>FPOL 1.05                                                        | <b>VERSION</b><br>1.0                      | <b>DOCUMENT OWNER</b><br>Christine Williams                                                              | <b>EFFECTIVE DATE</b><br>1/5/2021 |
| <b>PROCEDURE OWNER</b><br>Christine Williams                                      | <b>TITLE</b><br>Sr. Mgr, Internal Controls | <b>(Signature)</b><br> | <b>DATE</b><br>9/10/2020          |

## 1.0 POLICY STATEMENT

The City Council shall:

- a. Review the City's risk tolerance and philosophy on a regular basis;
- b. Ensure that the City's strategic goals and decisions are in alignment with the organization's risk tolerance and philosophy;
- c. Review the organization's risk exposures and define the Council's tolerance for risk by considering the cumulative impact of identified risks in relation to the organization's risk tolerance;
- d. Stay apprised of the most significant risks and ascertain whether management is responding appropriately; and
- e. Assign the Finance and Governance Committee (F&GC) to work with the Internal Auditor to identify and evaluate risk factors for fraud and oversee the City Manager's response to such issues.

## 2.0 SCOPE

This policy covers all of the City of Oxnard's internal control activities as they relate to the City Council's Risk Assessment responsibilities.

## 3.0 BACKGROUND

3.1.1. The City Council understands the importance of ensuring that risk assessments are performed to serve as a basis for adapting the internal control framework to changing conditions. The City Council policies define its control responsibilities, including appointment of independent auditors, and oversight of improvements in the internal support and governance functions.

## 4.0 DEFINITIONS

| Term                                    | Definition                                                                                                                                                   |
|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Internal Control – Integrated Framework | A system of internal control designed to address three main categories of internal control objectives which are 1. Operations 2. Reporting and 3. Compliance |
| Risk Assessment                         | A systematic process of evaluating the potential risks that may                                                                                              |

|                                                                                   |                       |                                             |                                   |
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|  |                       | <h1>City of Oxnard Finance Policy</h1>      |                                   |
| <b>TITLE</b><br>City Council's Risk Assessment Responsibilities                   |                       |                                             | <b>PAGE</b><br>2 of 2             |
| <b>NUMBER</b><br>FPOL 1.05                                                        | <b>VERSION</b><br>1.0 | <b>DOCUMENT OWNER</b><br>Christine Williams | <b>EFFECTIVE DATE</b><br>1/5/2021 |

|                 |                                                                                           |
|-----------------|-------------------------------------------------------------------------------------------|
|                 | be involved in a projected activity or undertaking at all levels.                         |
| Risk Tolerance  | The maximum risk that an organization is willing to accept regarding each relevant risk.  |
| Risk Exposure   | The measure of potential future loss resulting from a specific activity or event.         |
| Strategic Goals | Financial and non-financial objectives and desired results for a specific period of time. |

## 5.0 ROLES AND RESPONSIBILITIES

| Role                                               | Responsibility                                                                                                                                                                                    |
|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City Council                                       | Exercise its oversight duties, working with the City Manager, City Attorney and other officials, to review the City's risk tolerance and philosophy on a regular basis.                           |
| Finance and Governance Committee (audit committee) | As defined in FPOL 1.03 Internal Control – Finance and Governance Committee Duties and Responsibilities as it relates to the Finance and Governance Committee's risk assessment responsibilities. |

## CITY OF OXNARD REFERENCES

FPOL 1.01 Adoption of Internal Control – Integrated Framework  
FPOL 1.02 Adoption of Internal Control Oversight Responsibilities  
FPOL 1.03 Internal Control – Finance and Governance Committee Duties and Responsibilities  
FPOL 1.04 Assignment of Authority and Responsibility for Achieving Operational, Reporting and Compliance Objectives

## 6.0 DOCUMENT HISTORY

| Version | Summary of Changes | Reason for Changes |
|---------|--------------------|--------------------|
| 1.0     | New policy         | New policy         |



|                                                                                   |         |                                        |                |
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|  |         | <h1>City of Oxnard Finance Policy</h1> |                |
| TITLE                                                                             |         | PAGE                                   |                |
| Development and Implementation of Internal Controls                               |         | 1 of 2                                 |                |
| NUMBER                                                                            | VERSION | DOCUMENT OWNER                         | EFFECTIVE DATE |
| FPOL 1.06                                                                         | 1.0     | Donna Ventura                          | 3/16/2021      |

## 1.0 POLICY STATEMENT

- 1.1.1 The City Council directs the City Manager to develop internal controls that are tailored to the City's specific structure, risk exposure and resource levels. To the extent resource levels are not adequate to reduce risk in some areas; the Council will reassess its risk tolerance philosophy and provide specific direction to the City Manager.
- 1.1.2 City practices shall comply with Internal Control - Integrated Framework (ICIF) principles and components related to internal control.
- 1.1.3 Controls shall be developed that respond to and assure compliance with findings from external and/or internal audits and that consider the outcomes of risk assessments performed in accordance with the City Council's Risk Assessment Responsibilities Policy (FPOL 1.05).

## 2.0 SCOPE

The policy covers all of the City of Oxnard's internal control activities as they relate to the development and implementation of internal controls.

## 3.0 BACKGROUND

To comply with standards for ICIF principles and components, the City Council recognizes the need to eliminate or reduce risk based on reasonable standards and level of effort. Proper internal controls must be developed and implemented to safeguard assets and ensure the City achieves its operational objectives. The responsibility to develop those controls must be established and evaluated on an ongoing basis.

## 4.0 DEFINITIONS

| Term                                           | Definition                                                                                                                                                                                     |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Internal Control – Integrated Framework (ICIF) | A system of internal control designed to address three main categories of internal control objectives which are 1. Operations 2. Reporting and 3. Compliance                                   |
| Committee of Sponsoring Organizations (COSO)   | A joint initiative of five private sector organizations (American Accounting Association, American Institute of Certified Public Accountants, Financial Executives International, Institute of |

|                                                                                   |                       |                                        |                                    |
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|  |                       | <h1>City of Oxnard Finance Policy</h1> |                                    |
| <b>TITLE</b><br>Development and Implementation of Internal Controls               |                       |                                        | <b>PAGE</b><br>2 of 2              |
| <b>NUMBER</b><br>FPOL 1.06                                                        | <b>VERSION</b><br>1.0 | <b>DOCUMENT OWNER</b><br>Donna Ventura | <b>EFFECTIVE DATE</b><br>3/16/2021 |

|                 |                                                                                                                                                                             |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                 | Management Accountants, and the Institute of Internal Auditors) COSO develops frameworks and guidance on enterprise risk management, internal control and fraud deterrence. |
| Risk Assessment | A systematic process of evaluating the potential risks that may be involved in a projected activity or undertaking at all levels.                                           |
| Risk Tolerance  | The maximum risk that an organization is willing to accept regarding each relevant activity or event..                                                                      |
| Risk Exposure   | The measure of potential future loss resulting from a specific activity or event.                                                                                           |

## 5.0 ROLES AND RESPONSIBILITIES

| Role                                               | Responsibility                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City Council                                       | Exercise its oversight duties, to ensure that management selects and develops control activities that contribute to the mitigation of risks to acceptable levels and that management and independent financial auditors monitor compliance with internal control policies and procedures that put policies in place. |
| City Manager                                       | Responsible for carrying out policies along with managing the organization and ensuring accountability for performance of all employees under his or her direction.                                                                                                                                                  |
| Finance and Governance Committee (audit committee) | As defined in FPOL 1.03 Internal Control – Finance and Governance Committee Duties and Responsibilities.                                                                                                                                                                                                             |

## CITY OF OXNARD REFERENCES

FPOL 1.01 Adoption of Internal Control – Integrated Framework  
 FPOL 1.02 Adoption of Internal Control Oversight Responsibilities  
 FPOL 1.03 Internal Control – Finance and Governance Committee Duties and Responsibilities  
 FPOL 1.04 Assignment of Authority and Responsibility for Achieving Operational, Reporting, and Compliance Objectives  
 FPOL 1.05 City Council's Risk Assessment Responsibilities

## 6.0 DOCUMENT HISTORY

| Version | Summary of Changes | Reason for Changes |
|---------|--------------------|--------------------|
| 1.0     | New policy         | New policy         |

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|  |                                  | <h1>City of Oxnard Finance Policy</h1>                                                            |                             |
| TITLE<br>Commitment to Transparent and Complete Information and Communication     |                                  |                                                                                                   | PAGE<br>1 of 3              |
| NUMBER<br>FPOL 1.07                                                               | VERSION<br>1.0                   | DOCUMENT OWNER<br>Kevin Riper                                                                     | EFFECTIVE DATE<br>6/15/2021 |
| PROCEDURE OWNER<br>Kevin Riper                                                    | TITLE<br>Chief Financial Officer | (Signature)<br> | DATE<br>5/11/2021           |

## 1.0 POLICY STATEMENT

- 1.1.1 The City Council is committed to providing full and transparent financial information to the public.
- 1.1.2 The City Council expects management to implement an information and communications framework that supports operational, reporting and compliance objectives. The products of the City's information and communication systems are expected to be of sufficient quality and usefulness to enable the successful implementation of the Internal Control – Integrated Framework (ICIF) and provide reasonable assurance to the Council that its goals and the City's operating, reporting and compliance objectives will be achieved.
- 1.1.3 The City Council directs the City Manager to implement the necessary communications protocols and information sharing processes within the organization and to elected officials and the public.
- 1.1.4 The City's business communications shall conform to the standards established by the City Council through policies documented in the Personnel Rules and Regulations and the City's Administrative Manual.
- 1.1.5 Elected and appointed officials and all employees shall demonstrate ethical behavior, competence, courtesy and respect in daily actions.

## 2.0 SCOPE

The policy applies to the City of Oxnard organization and benefits the City of Oxnard community by creating standards and expectations for information and communication based on ethical practices, competency and accountability that require courtesy and respect consistent with the City's Personnel Rules and Regulations.

## 3.0 BACKGROUND

- 3.1.1. The City Council recognizes the importance of effective, accurate and comprehensive financial information for informed decision making. The community and the City organization expect the City Council to provide policy leadership supportive of ongoing and transparent communication regarding the City's financial health and long-term sustainability. Failure to identify and address financial reporting and compliance issues can

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|                    | <h1 style="text-align: center;">City of Oxnard Finance Policy</h1> |                                                     |                                                   |
| <small>TITLE</small><br><b>Commitment to Transparent and Complete Information and Communication</b> |                                                                    |                                                     | <small>PAGE</small><br><b>2 of 3</b>              |
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result in significant financial losses, create potential liabilities, or force unplanned use of resources.

Information and communication is critical to implement the ICIF and to achieve the City's strategic goals. Timely and accurate information is critical to the City's ability to adapt to changes in law, to effectively implement the ICIF, and ensure compliance with governmental accounting standards. This requires leadership and a culture that encourages trust, and values open and honest communication. Effective communication based on courtesy and respect is expected of all elected officials, employees and managers.

## 4.0 DEFINITIONS

| Term                                           | Definition                                                                                                                                                    |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Transparent                                    | Easy to perceive or detect.                                                                                                                                   |
| Internal Control – Integrated Framework (ICIF) | A system of internal control designed to address three main categories of internal control objectives which are 1. Operations 2. Reporting and 3. Compliance. |

## 5.0 ROLES AND RESPONSIBILITIES

| Role                                               | Responsibility                                                                                                                                                                                   |
|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City Council                                       | Exercise its oversight duties, working with the City Manager, City Attorney and other officials, to obtain and use relevant, quality information to support the functioning of internal control. |
| Finance and Governance Committee (audit committee) | As defined in FPOL 1.03 Internal Control – Finance and Governance Committee Duties and Responsibilities as it relates to the Finance and Governance Committee's responsibilities.                |
| City Manager                                       | Responsible for carrying out policies along with managing the organization and ensuring accountability for performance of all employees under his or her direction.                              |

## CITY OF OXNARD REFERENCES

FPOL 1.01 Adoption of Internal Control – Integrated Framework  
 FPOL 1.02 Adoption of Internal Control Oversight Responsibilities  
 FPOL 1.03 Internal Control – Finance and Governance Committee Duties and Responsibilities  
 FPOL 1.04 Assignment of Authority and Responsibility for Achieving Operational, Reporting, and Compliance Objectives



|                                                                                              |                               |                                              |                                            |
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| <small>TITLE</small><br>Commitment to Transparent and Complete Information and Communication |                               | <small>PAGE</small><br>3 of 3                |                                            |
| <small>NUMBER</small><br>FPOL 1.07                                                           | <small>VERSION</small><br>1.0 | <small>DOCUMENT OWNER</small><br>Kevin Riper | <small>EFFECTIVE DATE</small><br>6/15/2021 |

FPOL 1.05 City Council's Risk Assessment Responsibilities  
FPOL 1.06 Development and Implementation of Internal Controls

## 6.0 DOCUMENT HISTORY

| Version | Summary of Changes | Reason for Changes |
|---------|--------------------|--------------------|
| 1.0     | New policy         | New policy         |

|                                                                                   |                                                                    |                                                                                                          |                                     |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|-------------------------------------|
|  | <h1 style="text-align: center;">City of Oxnard Finance Policy</h1> |                                                                                                          |                                     |
| <b>TITLE</b><br>Creation of a Monitoring System                                   |                                                                    |                                                                                                          | <b>PAGE</b><br>1 of 2               |
| <b>NUMBER</b><br>FPOL 1.08                                                        | <b>VERSION</b><br>1.0                                              | <b>DOCUMENT OWNER</b><br>Jennifer Hiraoka                                                                | <b>EFFECTIVE DATE</b><br>12/21/2021 |
| <b>PROCEDURE OWNER</b><br>Jennifer Hiraoka                                        | <b>TITLE</b><br>Sr. Mgr, Internal Controls                         | <b>(Signature)</b><br> | <b>DATE</b><br>11/23/2021           |

## 1.0 POLICY STATEMENT

- 1.1.1 The Council directs that the City Manager implement a monitoring system for internal control activities. The monitoring system shall be one that gives the community, City Council, employees and other stakeholder's reasonable assurance that the City is adhering to Internal Control – Integrated Framework (ICIF) principles and is achieving operating, reporting, and compliance objectives.
- 1.1.2 The City Manager shall report to the City Council the results of any evaluations conducted by staff, consultants or auditors about whether the internal controls are effectively designed and operating as intended, no less than annually.
- 1.1.3 The City Manager shall evaluate and report to the City Council any internal control deficiencies identified as part of the City's monitoring activities and identify the corrective actions to be taken to cure the deficiencies.

## 2.0 SCOPE

The policy covers all of the City Oxnard's monitoring activities as it relates to the monitoring of internal controls.

## 3.0 BACKGROUND

- 3.1.1. The City Council recognizes that the ICIF and the City's internal controls must be monitored regularly and effectively. This requires that components of the internal control system not only exist but are also functioning as designed, any deficiencies are reported to the Council and senior management, and corrective action is taken in a timely manner.

## 4.0 DEFINITIONS

| Term                                           | Definition                                                                                                                                                   |
|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Internal Control – Integrated Framework (ICIF) | A system of internal control designed to address three main categories of internal control objectives which are 1. Operations 2. Reporting and 3. Compliance |
| Monitoring System                              | A set of procedures to observe and check the progress or                                                                                                     |

|                                                                                   |                                                                    |                                           |                                     |
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|  | <h1 style="text-align: center;">City of Oxnard Finance Policy</h1> |                                           |                                     |
| <b>TITLE</b><br>Creation of a Monitoring System                                   |                                                                    |                                           | <b>PAGE</b><br>2 of 2               |
| <b>NUMBER</b><br>FPOL 1.08                                                        | <b>VERSION</b><br>1.0                                              | <b>DOCUMENT OWNER</b><br>Jennifer Hiraoka | <b>EFFECTIVE DATE</b><br>12/21/2021 |

| Term              | Definition                                                                                                         |
|-------------------|--------------------------------------------------------------------------------------------------------------------|
|                   | quality of systems, applications, over a period time; keep under systematic review.                                |
| Deficiencies      | A failing or shortcoming.                                                                                          |
| Corrective Action | Improvements to an organization's processes taken to eliminate causes of deficiencies so as to prevent recurrence. |

## 5.0 ROLES AND RESPONSIBILITIES

| Role                                               | Responsibility                                                                                                                                                                                                                                                        |
|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City Council                                       | Exercise its oversight duties, working with the City Manager, City Attorney and other officials, to select, develop, and perform ongoing and/or separate evaluations to ascertain whether the components of internal control are present and functioning as intended. |
| Finance and Governance Committee (audit committee) | As defined in FPOL 1.03 Internal Control – Finance and Governance Committee Duties and Responsibilities as it relates to the Finance and Governance Committee's responsibilities for the monitoring of internal controls.                                             |
| City Manager                                       | Responsible for carrying out policies along with managing the organization and ensuring accountability for performance of all employees under his or her direction.                                                                                                   |

## CITY OF OXNARD REFERENCES

FPOL 1.01 Adoption of Internal Control – Integrated Framework  
FPOL 1.02 Adoption of Internal Control Oversight Responsibilities  
FPOL 1.03 Internal Control – Finance and Governance Committee Duties and Responsibilities  
FPOL 1.04 Assignment of Authority and Responsibility for Achieving Operational, Reporting and Compliance Objectives  
FPOL 1.05 City Council's Risk Assessment Responsibilities  
FPOL 1.06 Development and Implementation of Internal Controls  
FPOL 1.07 Commitment to Transparent and Complete Information and Communication

## 6.0 DOCUMENT HISTORY

| Version | Summary of Changes | Reason for Changes |
|---------|--------------------|--------------------|
| 1.0     | New policy         | New policy         |



## FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

### REPORTS AGENDA ITEM NO. D.2

**DATE:** May 13, 2025

**TO:** Finance & Governance Committee

**FROM:** Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

**SUBJECT:** Fiscal Year (FY) 2025-26 Landscape Maintenance Districts Initiation of Proceedings to Levy Assessments, Approval of a Consolidated Engineers Report, and Declaration of Intention to Levy Assessments. (10 minutes)

### RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council, acting as the legislative body of the City of Oxnard Landscape Maintenance Districts (LMDs):

1. Adopt "A Resolution of the City Council of the City of Oxnard, California, initiating proceedings to levy assessments against real property for Fiscal Year 2025-26 in connection with the City's Landscape Maintenance Districts";
2. Adopt "A Resolution of the City Council of the City of Oxnard, California, approving a Consolidated Engineer's Report regarding assessments against real property for Fiscal Year 2025-26 in connection with the City's Landscape Maintenance Districts";
3. Adopt "A Resolution of the City Council of the City of Oxnard, California, declaring its intention to levy assessments against real property for Fiscal Year 2025-26 in connection with the City's Landscape Maintenance Districts" setting the Public Hearing for June 17, 2025;
4. Approve a one-time fund balance contribution from the General Fund to LMD-49 in the amount of \$55,401.45 as outlined in this staff report; and
5. Approve a distribution of LMD-54 reserve fund balance in the amount of \$30,902.20 to the equivalent benefit units in LMD-54 as outlined in this staff report.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/RPjmqFasp5E>

### BACKGROUND

Special Districts is a Division of the Public Works Department and manages a total of 50 special financing districts, which includes 36 Landscape Maintenance Districts ("LMDs"). Through the process of developing property, special financing districts (e.g. LMDs) were authorized to be used by property owners (i.e. developers) to fund the annual cost of maintaining certain public improvements that have a special benefit to the properties within the district. Typically, the developer installed the public improvements at the time of development and the benefiting property owners pay for the cost of maintaining the improvements (i.e., special benefit) through a special assessment included on the property's annual property tax bill. Revenue received from the assessment funds the cost to provide the Special Benefit, as outlined in the Consolidated Engineer's Report attached hereto as a link in Attachment 1 ("Report").



Assessments are levied annually and collected on the property tax roll. Each year, the City Council conducts proceedings before making a decision to levy the assessments. Revenue received from the assessments partially funds the ongoing maintenance of the public improvements that are provided by each district and, in some cases, is collected for future work that is conducted on a less-than-annual basis.

If adopted by City Council, the Resolutions will: 1) initiate proceedings to levy the annual assessments; 2) approve the Consolidated Engineer’s Report for the districts; and 3) declare the intent to levy assessments on the FY 2025-26 property tax roll. As a part of the resolution declaring the intent to levy, a public hearing date is set (June 17, 2025) where a resolution confirming diagrams and assessments will be considered. This is a process that is required each year.

## DISCUSSION

The Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500 et seq.) (“Act”) outlines the procedures for the City Council to annually Initiate Proceedings by Resolution (Attachment 2), approve the Consolidated Engineers Report through a Resolution (Attachment 3), and state the City Council’s Intent to Levy the annual assessment through a Resolution (Attachment 4) by holding a public hearing.

In compliance with the Act, an annual review and evaluation of each district’s revenues and expenditures, contained in the Report, is conducted. This Report consolidates the City’s 36 LMDs into a single report, but evaluates each district individually. For each district, the Report includes a description of the improvements, the projected estimated annual maintenance costs, and funding to be collected for projects done on a less than annual basis, if any, the method of assessment apportionment for each lot or parcel within each district’s boundaries, and a diagram showing the parcels within that district. The Report also provides an analysis of each district’s annual financial status. It separates and apportions the cost of General Benefit, as defined in the Report, other costs funded by a non-assessment fund (e.g., the General Fund), and the cost of Special Benefit to the benefiting properties, which is funded by the applied assessment rate. The actual services provided to each district vary from district to district and are based on the property owner-approved services and funding.

The applied assessment rate is the amount needed to fund the services of each district and is the amount actually levied on the property tax roll. It cannot exceed the maximum assessment rate that was approved by property owners, through prior proceedings, for each district. After completing an individual analysis of each district’s current level of service, anticipated estimated expenditures, fund balance, assigned reserve levels, and future work that is conducted on a less-than-annual basis, it is recommended to set the applied rates as set forth in the Report. Parcel-specific details of the proposed maximum and applied assessment is included in the Report as linked, is available from the City Clerk’s office, and is accessible from the City’s website ([www.oxnard.gov](http://www.oxnard.gov)).

Additionally, the following table provides a summary of each LMD’s highest annual assessment over the past five years broken into a monthly payment to show what an equivalent to a Homeowners Association payment would be with similar improvements. Please note that these rates are the highest for each district within the past five fiscal years and not the proposed levy amounts for FY 2025-26.

| <b>Table 1 - Highest Annual Rate (Past 5 FYs)/Monthly Equivalent</b> |                      |                                                                 |
|----------------------------------------------------------------------|----------------------|-----------------------------------------------------------------|
| <b>District Number</b>                                               | <b>District Name</b> | <b>Monthly Equivalent of Highest Annual Rate - Last 5 Years</b> |
| LMD No. 3                                                            | River Ridge          | \$13.57                                                         |
| LMD No. 10                                                           | Country Club Estates | \$13.11                                                         |
| LMD No. 11                                                           | St. Tropez           | \$7.02                                                          |
| LMD No. 12                                                           | Standard Pacific     | \$7.32                                                          |
| LMD No. 13                                                           | Le Village           | \$9.40                                                          |

|            |                                 |                      |
|------------|---------------------------------|----------------------|
| LMD No. 14 | California Cove                 | \$14.42              |
| LMD No. 16 | California Lighthouse           | \$6.15               |
| LMD No. 23 | Greystone                       | \$7.63               |
| LMD No. 24 | Vineyards                       | \$15.25              |
| LMD No. 25 | The Pointe                      | \$9.18               |
| LMD No. 27 | Rose Island                     | \$34.62              |
| LMD No. 28 | Harborside                      | \$17.27              |
| LMD No. 30 | Haas Automation                 | \$46.88              |
| LMD No. 31 | Rancho De La Rosa               | \$36.60              |
| LMD No. 32 | Oak Park                        | \$35.97              |
| LMD No. 33 | El Paseo                        | \$30.98              |
| LMD No. 34 | Sunrise Pointe/Sunset Cove      | \$20.50              |
| LMD No. 36 | Villa Santa Cruz / Villa Carmel | \$45.92              |
| LMD No. 37 | Pacific Breeze                  | \$6.28               |
| LMD No. 38 | Aldea Del Mar                   | \$39.14              |
| LMD No. 39 | Promesa/Sueno                   | \$90.40              |
| LMD No. 39 | DR Horton                       | \$85.19              |
| LMD No. 40 | Cantada                         | \$31.58              |
| LMD No. 41 | Pacific Cove                    | \$38.80              |
| LMD No. 42 | Cantabria/Coronado              | \$50.59              |
| LMD No. 43 | Greenbelt Zone 1                | \$97.47              |
| LMD No. 43 | Greenbelt Zone 2                | \$33.47              |
| LMD No. 43 | Greenbelt Zone 3                | \$93.90              |
| LMD No. 43 | Greenbelt Zone 4                | \$26.73              |
| LMD No. 46 | Daily Ranch Area A              | \$62.97              |
| LMD No. 46 | Daily Ranch Area B              | \$60.92              |
| LMD No. 46 | Daily Ranch Area C              | \$54.41              |
| LMD No. 47 | Sycamore Place                  | \$23.05              |
| LMD No. 49 | Cameron Ranch                   | \$53.89              |
| LMD No. 50 | Pleasant Valley Senior Housing  | \$38.41              |
| LMD No. 51 | Pfeiler                         | \$55.07              |
| LMD No. 52 | Wingfield                       | \$7.10               |
| LMD No. 53 | Huff Court                      | \$45.55              |
| LMD No. 54 | Meadowcrest Villas              | \$20.28              |
| LMD No. 55 | Wingfield West                  | \$71.35              |
| LMD No. 58 | Westwind                        | \$15.52              |
| LMD No. 60 | Artisan                         | \$17.25 <sup>3</sup> |

1 LMD 43 contains 4 zones, two of which pay rates calculated per acre with the other two paying per unit. This amount is the highest assessed per unit rate within the past five fiscal years within each per unit zone (2 and 4) and the per acre rate zones (1 and 3) calculated out across all acreage, divided by apartment unit, and then divided by 12.

2 LMD 46 contains 3 rate-paying zones.

3 LMD 60 consists of one parcel, within which there are 272 apartments. While only one parcel is assessed, to calculate an equivalent per unit HOA rate, the monthly amount has been divided again by 272.

Costs considered to be of General Benefit are not allowed to be assessed to the properties and therefore are

apportioned as a non-assessment fund (e.g. General Fund) expense. In addition to the required General Benefit contribution, the General Fund is proposed to cover additional costs, which are outlined in the Fiscal Impact section of this Report. The FY 2025-26 Proposed Operating Budget includes funds necessary to cover these costs.

Funds received for the benefit of each district are restricted and can only be used within the district and for the purposes for which they were collected. Some of the district's applied assessment rates are proposed to increase from last year, while others are proposed to decrease. This is to account for changes in the expected amounts of services, such as, but not limited to landscape maintenance, sidewalk maintenance, removal and replacement of displaced sidewalks, irrigation repair, electrical systems repair, and lighting repair and replacement. Both increases and decreases can be attributed to changes in annual service costs to maintain fund balances after their use in prior fiscal years, consistent with the Act, or to meet a district's obligation for staff and overhead expenses. The assessment is levied at a rate that is no higher than the maximum assessment rate approved by property owners. All of the previous items are normal operating considerations of LMDs and are evaluated as a part of this process. However, there are two districts, LMDs 49 and 54, that are receiving further attention in FY 2025-26 due to their projected fund balances.

### **LMD 49**

LMD 49 (Cameron Ranch) is located within the East Village neighborhood and is inclusive of the parcels on Gibraltar St., Milagro Pl., Ocaso Pl., and Kohala St. It comprises 35 benefit units and is projected to have an estimated negative fund balance of \$55,401.45 at the end of FY 2025-26. With a maximum total levy amount of \$23,385, the district is able to entirely fund its total annual expenses of \$18,766 for FY 2025-26. However, due to its current maximum assessment rate, this LMD is unable to address the previous years' build-up of negative fund balance and is not projected to be able to do so on its own into the future without severely reducing maintenance activities. In response to the current situation of the district and the fact that it can currently fund its maintenance activities, staff is recommending that a one-time contribution be made to the LMD 49 fund in order to balance the fund. This recommendation to cover a LMD's past negative fund balance would not set precedent, since it is consistent with prior action taken by the City Council for various LMDs in FY 2015-16 when approximately \$2.9 million was transferred to certain LMDs to balance their funds as noted in the June 20, 2017 staff report (attached for reference). It is understood that LMDs are structured to be self-sustaining. Barring unforeseen circumstances, such as emergencies or damage due to acts of nature or other accidents which damage or destroy the district's improvements, staff does not anticipate needing to request additional funds in the near future for this District. Please note that a draft LMD Policy, that has been reviewed and recommended to be forwarded to the City Council by the Public Works and Transportation Committee, will be presented to the City Council in the near future that outlines procedures to mitigate this scenario from reoccurring in the future.

### **LMD 54**

LMD 54 (Meadowcrest Villas) is located within the Carriage Square neighborhood and is inclusive of the parcels within North A St., Robert Ave., and Oxnard Blvd. It comprises 50 benefit units and is projected to have a FY 2025-26 fund balance in excess of its calculated maximum by \$30,927.20. This was primarily caused by the collection of assessments for proposed tree work in FY 2024-25 that was not executed, lower-than-anticipated staff and overhead expenses due to vacant positions within the Special Districts Division, and lower than budgeted maintenance expenses due to a change in the management of the District's landscape maintenance contract. The amount in reserves is in excess of what is projected to be required to fund future project expenses and the reserve amount per the Streets and Highway Code. As a result, staff is recommending that the property owners receive a one-time refund of approximately \$618.27 per benefit unit. This reimbursement process would be consistent with prior action taken by the City for 18 LMDs in FY 2017-18 when excess balances were refunded to property owners.

In order to ensure that LMD-54's assessment does not "fall off" the tax roll for FY 2025-26, a \$0.50 per unit assessment is recommended to be levied. Maintaining a minimum assessment on the tax roll ensures any property transactions that occur in the current or following fiscal year will include the District's assessment for Title and other property-related or tax purposes. This assessment is included in the net calculation of the assessment refund that is recommended to be returned to the property owners.

The deadline for delivering the assessment information to Ventura County for inclusion on the FY 2025-26 property tax roll is July 7, 2025.

## **STRATEGIC PRIORITIES**

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

## **FINANCIAL IMPACT**

For FY 2025-26, the proposed assessment calculations are as follows: real property assessments \$1,579,318 (rounded, see Engineer's Report Table 6.7), interest income \$116,451 (rounded, Table 6.5), a general benefit contribution from the General Fund \$220,437 (rounded, Table 6.5), and a subsidy from the General Fund for utilities of \$101,418 (rounded, Table 6.5), a one-time fund balance contribution to LMD-49 in the amount of \$55,401 from the General Fund (rounded, footnote Table 6.7), and an expense of \$30,927 (rounded, noted on Table 6.7) from LMD-54 for a one-time refund to LMD-54 property owners.

*Prepared by: Steve Howlett, Assistant Public Works Director, Anthony Miller, Special Districts Manager*

## **ATTACHMENTS**

1. FY 2025-26 Consolidated Engineers Report
2. Resolution Initiating Proceedings
3. Resolution Approving Consolidated Engineer's Report FY 2025-26
4. Resolution Declaring the Intent to Levy FY 2025-26 (ROI)
5. June 20, 2017 Staff Report Item L.1
6. City of Oxnard Special Districts Map
7. City of Oxnard Special Districts List
8. Presentation

URL link to the FY 2025-26 Consolidated Engineer's Report:

<https://www.oxnard.gov/wp-content/uploads/Oxnard-LMD-Engineers-Report-25-26-Intent-Compressed.pdf>



CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, INITIATING PROCEEDINGS TO LEVY ASSESSMENTS AGAINST REAL PROPERTY FOR FISCAL YEAR 2025-26 IN CONNECTION WITH THE CITY'S LANDSCAPE MAINTENANCE DISTRICTS

WHEREAS, the City Council of the City of Oxnard has, by prior resolutions, established a number of Landscape Maintenance Districts (collectively the "Assessment Districts") pursuant to the Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500 *et seq.*) (the "Act"); and

WHEREAS, a complete list of the Assessment Districts is attached hereto as Exhibit A and incorporated herein by reference as though fully set forth; and

WHEREAS, for each of the Assessment Districts, the City levies an annual assessment against real property to fund public improvements that specially benefit the parcels located in that Assessment District; and

WHEREAS, the City has engaged NBS (the "Assessment Engineer") to provide assessment engineering services in connection with the Assessment Districts; and

WHEREAS, the City Council desires to initiate proceedings to levy assessments in connection with the Assessment Districts for Fiscal Year (FY) 2025-26.

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

1. Recitals. The above recitals are all true and correct.
2. Initiation of Proceedings. Pursuant to Section 22622 of the Act, the City Council hereby initiates proceedings in connection with the Assessment Districts for the levy of assessments for FY 2025-26.
3. Order to Engineer. The Assessment Engineer is hereby ordered to prepare and file reports pursuant to Section 22565 *et seq.* of the Act with respect to the FY 2025-26 levy of assessments in connection with each of the Assessment Districts. These reports may be consolidated into a single document for administrative convenience.
4. Improvements. The improvements associated with each of the Assessment Districts are substantially the same improvements as in FY 2024-25.
5. Projects. In accordance with Streets and Highways Code Section 22660(a), the City Council hereby determines that the estimated cost of certain proposed improvements are

greater than can conveniently be raised from a single assessment and, as a result, will be collected in installments. General descriptions of these improvements, as well as the estimated costs thereof, the number of annual installments and years during which they are to be collected, and the maximum amount of each annual installment, are described in the Exhibit B attached hereto and incorporated herein by reference as though fully set forth. Moneys collected from the annual installments shall be accumulated in the improvement fund until there are sufficient moneys to pay all or part of the cost of the improvements.

6. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
7. Effective Date. This Resolution shall be effective immediately upon adoption.
8. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

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PASSED, APPROVED AND ADOPTED on this \_\_\_\_ day of JUNE, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Luis A. Mc Arthur, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lourdes A. Lopez, City Clerk

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

EXHIBIT A

CITY OF OXNARD  
LANDSCAPE MAINTENANCE DISTRICTS

| District Name                                                              | Formation         |                |
|----------------------------------------------------------------------------|-------------------|----------------|
|                                                                            | Date              | Resolution No. |
| Landscape Maintenance District No. 3<br>(River Ridge)                      | March 18, 1986    | 8983           |
| Landscape Maintenance District No. 10<br>(Country Club Estates)            | December 13, 1988 | 9587           |
| Landscape Maintenance District No. 11<br>(St. Tropez)                      | January 3, 1989   | 9603           |
| Landscape Maintenance District No. 12<br>(Standard Pacific)                | March 28, 1989    | 9665           |
| Landscape Maintenance District No. 13<br>(Le Village)                      | March 20, 1990    | 9894           |
| Landscape Maintenance District No. 14<br>(California Cove)                 | June 5, 1990      | 9972           |
| Landscape Maintenance District No. 16<br>(California Lighthouse)           | July 9, 1991      | 10206          |
| Landscape Maintenance District No. 23<br>(Greystone)                       | June 18, 1996     | 11071          |
| Landscape Maintenance District No. 24<br>(Vineyards)                       | June 18, 1996     | 11072          |
| Landscape Maintenance District No. 25<br>(The Pointe)                      | June 18, 1996     | 11073          |
| Landscape Maintenance District No. 27<br>(Rose Island)                     | June 24, 1997     | 11259          |
| Landscape Maintenance District No. 28<br>(Harborside)                      | June 24, 1997     | 11260          |
| Landscape Maintenance District No. 30<br>(Haas Automation)                 | June 24, 1997     | 11261          |
| Landscape Maintenance District No. 31<br>(Rancho De La Rosa)               | June 23, 1998     | 11415          |
| Landscape Maintenance District No. 32<br>(Oak Park)                        | February 23, 1999 | 11505          |
| Landscape Maintenance District No. 33<br>(El Paseo)                        | October 19, 1999  | 11653          |
| Landscape Maintenance District No. 34<br>(Sunrise Pointe & Sunset Cove)    | October 19, 1999  | 11654          |
| Landscape Maintenance District No. 36<br>(Villa Santa Cruz & Villa Carmel) | January 25, 2000  | 11684          |
| Landscape Maintenance District No. 37<br>(Pacific Breeze)                  | January 25, 2000  | 11685          |

Resolution No.

Resolution Initiating Proceedings LMDs FY 2025-26

Page 5

| District Name                                                                 | Formation         |                |
|-------------------------------------------------------------------------------|-------------------|----------------|
|                                                                               | Date              | Resolution No. |
| Landscape Maintenance District No. 38<br>(Aldea Del Mar)                      | November 28, 2000 | 11863          |
| Landscape Maintenance District No. 39<br>(Promesa/Sueno & DR Horton/Seawinds) | March 6, 2001     | 11905          |
| Landscape Maintenance District No. 40<br>(Cantada)                            | January 8, 2002   | 12078          |
| Landscape Maintenance District No. 41<br>(Pacific Cove)                       | January 8, 2002   | 12079          |
| Landscape Maintenance District No. 42<br>(Cantabria & Coronado)               | May 14, 2002      | 12144          |
| Landscape Maintenance District No. 43<br>(Greenbelt)                          | January 7, 2003   | 12295          |
| Landscape Maintenance District No. 46<br>(Daily Ranch)                        | June 24, 2003     | 12440          |
| Landscape Maintenance District No. 47<br>(Sycamore Place)                     | April 22, 2003    | 12355          |
| Landscape Maintenance District No. 49<br>(Cameron Ranch)                      | June 3, 2003      | 12394          |
| Landscape Maintenance District No. 50<br>(Pleasant Valley Senior Housing)     | June 10, 2003     | 12404          |
| Landscape Maintenance District No. 51<br>(Pfeiler)                            | April 19, 2005    | 12799          |
| Landscape Maintenance District No. 52<br>(Wingfield)                          | February 1, 2005  | 12768          |
| Landscape Maintenance District No. 53<br>(Huff Court)                         | June 7, 2005      | 12879          |
| Landscape Maintenance District No. 54<br>(Meadowcrest)                        | March 28, 2006    | 13024          |
| Landscape Maintenance District No. 55<br>(Wingfield West)                     | March 28, 2006    | 13025          |
| Landscape Maintenance District No. 58<br>(Westwind)                           | June 6, 2006      | 13069          |
| Landscape Maintenance District No. 60<br>(Artisan)                            | March 3, 2009     | 13604          |



EXHIBIT B

CITY OF OXNARD  
LANDSCAPE MAINTENANCE DISTRICT PROJECTS

| Account Code              | District                           | Project Name                    | Annual Installments | FY 25/26 Project Total | FY 26/27 Project Total | FY 27/28 Project Total | FY 28/29 Project Total | FY 29/30 Project Total | 5-Year Estimated Total Expense |
|---------------------------|------------------------------------|---------------------------------|---------------------|------------------------|------------------------|------------------------|------------------------|------------------------|--------------------------------|
| 20303801                  | LMD No. 3 (River Ridge)            | District-wide tree trimming     | \$2,333.33          |                        | \$7,000.00             |                        |                        |                        | \$7,000.00                     |
|                           |                                    | Irrigation Audit/Rehabilitation |                     |                        |                        |                        |                        |                        |                                |
|                           |                                    | Landscape rehabilitation        |                     |                        |                        |                        |                        |                        |                                |
| Project Subtotal          |                                    |                                 |                     | \$0.00                 | \$7,000.00             | \$0.00                 | \$0.00                 | \$0.00                 | \$7,000.00                     |
| Annual Installment Totals |                                    |                                 |                     | \$2,333.33             | \$2,333.33             | \$0.00                 | \$0.00                 | \$0.00                 | \$4,666.67                     |
| 21003801                  | LMD No. 10 (Country Club Estates)  | District-wide tree trimming     | \$333.33            |                        | \$1,000.00             |                        |                        |                        | \$1,000.00                     |
|                           |                                    | Irrigation Audit/Rehabilitation |                     |                        |                        |                        |                        |                        |                                |
|                           |                                    | Landscape rehabilitation        |                     |                        |                        |                        |                        |                        |                                |
| Project Subtotal          |                                    |                                 |                     | \$0.00                 | \$1,000.00             | \$0.00                 | \$0.00                 | \$0.00                 | \$1,000.00                     |
| Annual Installment Totals |                                    |                                 |                     | \$333.33               | \$333.33               | \$0.00                 | \$0.00                 | \$0.00                 | \$666.67                       |
| 21103801                  | LMD No. 11 (St. Tropez)            | District-wide tree trimming     |                     |                        |                        |                        |                        |                        | \$0.00                         |
|                           |                                    | Irrigation Audit/Rehabilitation |                     |                        |                        |                        |                        |                        |                                |
|                           |                                    | Landscape rehabilitation        |                     |                        |                        |                        |                        |                        |                                |
| Project Subtotal          |                                    |                                 |                     | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                         |
| Annual Installment Totals |                                    |                                 |                     | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                         |
| 21203801                  | LMD No. 12 (Standard Pacific)      | District-wide tree trimming     | \$666.67            |                        | \$2,000.00             |                        |                        |                        | \$2,000.00                     |
|                           |                                    | Irrigation Audit/Rehabilitation |                     |                        |                        |                        |                        |                        |                                |
|                           |                                    | Landscape rehabilitation        |                     |                        |                        |                        |                        |                        |                                |
| Project Subtotal          |                                    |                                 |                     | \$0.00                 | \$2,000.00             | \$0.00                 | \$0.00                 | \$0.00                 | \$2,000.00                     |
| Annual Installment Totals |                                    |                                 |                     | \$666.67               | \$666.67               | \$0.00                 | \$0.00                 | \$0.00                 | \$1,333.33                     |
| 21303801                  | LMD No. 13 (Le Village)            | District-wide tree trimming     | \$833.33            |                        | \$2,500.00             |                        |                        |                        | \$2,500.00                     |
|                           |                                    | Irrigation Audit/Rehabilitation |                     |                        |                        |                        |                        |                        |                                |
|                           |                                    | Landscape rehabilitation        |                     |                        |                        |                        |                        |                        |                                |
| Project Subtotal          |                                    |                                 |                     | \$0.00                 | \$2,500.00             | \$0.00                 | \$0.00                 | \$0.00                 | \$2,500.00                     |
| Annual Installment Totals |                                    |                                 |                     | \$833.33               | \$833.33               | \$0.00                 | \$0.00                 | \$0.00                 | \$1,666.67                     |
| 21403801                  | LMD No. 14 (California Cove)       | District-wide tree trimming     | \$2,333.33          |                        | \$7,000.00             |                        |                        |                        | \$7,000.00                     |
|                           |                                    | Irrigation Audit/Rehabilitation |                     |                        |                        |                        |                        |                        |                                |
|                           |                                    | Landscape rehabilitation        |                     |                        |                        |                        |                        |                        |                                |
| Project Subtotal          |                                    |                                 |                     | \$0.00                 | \$7,000.00             | \$0.00                 | \$0.00                 | \$0.00                 | \$7,000.00                     |
| Annual Installment Totals |                                    |                                 |                     | \$2,333.33             | \$2,333.33             | \$0.00                 | \$0.00                 | \$0.00                 | \$4,666.67                     |
| 21603801                  | LMD No. 16 (California Lighthouse) | District-wide tree trimming     |                     |                        |                        |                        |                        |                        | \$0.00                         |
|                           |                                    | Irrigation Audit/Rehabilitation |                     |                        |                        |                        |                        |                        |                                |
|                           |                                    | Landscape rehabilitation        |                     |                        |                        |                        |                        |                        |                                |
| Project Subtotal          |                                    |                                 |                     | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                         |
| Annual Installment Totals |                                    |                                 |                     | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                         |
| 22303801                  | LMD No. 23 (Greystone)             | District-wide tree trimming     |                     |                        |                        |                        |                        |                        | \$0.00                         |
|                           |                                    | Irrigation Audit/Rehabilitation |                     |                        |                        |                        |                        |                        |                                |
|                           |                                    | Landscape rehabilitation        |                     |                        |                        |                        |                        |                        |                                |
| Project Subtotal          |                                    |                                 |                     | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                         |
| Annual Installment Totals |                                    |                                 |                     | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                         |

| Account Code              | District                       | Project Name                                                   | Annual Installments | FY 25/26 Project Total | FY 26/27 Project Total | FY 27/28 Project Total | FY 28/29 Project Total | FY 29/30 Project Total | 5-Year Estimated Total Expense |
|---------------------------|--------------------------------|----------------------------------------------------------------|---------------------|------------------------|------------------------|------------------------|------------------------|------------------------|--------------------------------|
| 22403801                  | LMD No. 24 (Vineyards)         | District-wide tree trimming                                    | \$3,666.67          |                        | \$11,000.00            |                        |                        |                        | \$11,000.00                    |
|                           |                                | Irrigation Audit/Rehabilitation                                |                     |                        |                        |                        |                        |                        |                                |
|                           |                                | Landscape rehabilitation                                       |                     |                        |                        |                        |                        |                        |                                |
| Project Subtotal          |                                |                                                                |                     | \$0.00                 | \$11,000.00            | \$0.00                 | \$0.00                 | \$0.00                 | \$11,000.00                    |
| Annual Installment Totals |                                |                                                                |                     | \$3,666.67             | \$3,666.67             | \$0.00                 | \$0.00                 | \$0.00                 | \$7,333.33                     |
| 22503801                  | LMD No. 25 (The Pointe)        | District-wide tree trimming                                    |                     |                        |                        |                        |                        |                        | \$0.00                         |
|                           |                                | Irrigation Audit/Rehabilitation                                |                     |                        |                        |                        |                        |                        |                                |
|                           |                                | Landscape rehabilitation                                       |                     |                        |                        |                        |                        |                        |                                |
| Project Subtotal          |                                |                                                                |                     | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                         |
| Annual Installment Totals |                                |                                                                |                     | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                         |
| 22703801                  | LMD No. 27 (Rose Island)       | District-wide tree trimming                                    | \$1,666.67          |                        | \$5,000.00             |                        |                        |                        | \$20,000.00                    |
|                           |                                | Irrigation Audit/Rehabilitation                                |                     |                        |                        |                        |                        |                        |                                |
|                           |                                | Landscape rehabilitation                                       |                     |                        |                        |                        |                        |                        |                                |
|                           |                                | Sidewalk repair/replace; wall/fencing repair/replace           | \$3,750.00          |                        | \$15,000.00            |                        |                        |                        |                                |
| Project Subtotal          |                                |                                                                |                     | \$0.00                 | \$5,000.00             | \$15,000.00            | \$0.00                 | \$0.00                 | \$20,000.00                    |
| Annual Installment Totals |                                |                                                                |                     | \$6,666.67             | \$6,666.67             | \$5,000.00             | \$0.00                 | \$0.00                 | \$18,333.33                    |
| 22803801                  | LMD No. 28 (Harborside)        | District-wide tree trimming                                    | \$5,000.00          |                        | \$15,000.00            |                        |                        |                        | \$15,000.00                    |
|                           |                                | Irrigation Audit/Rehabilitation                                |                     |                        |                        |                        |                        |                        |                                |
|                           |                                | Landscape rehabilitation                                       |                     |                        |                        |                        |                        |                        |                                |
|                           |                                | Sidewalk repair/replace; wall/fencing repair/replace           |                     |                        |                        |                        |                        |                        |                                |
| Project Subtotal          |                                |                                                                |                     | \$0.00                 | \$15,000.00            | \$0.00                 | \$0.00                 | \$0.00                 | \$15,000.00                    |
| Annual Installment Totals |                                |                                                                |                     | \$5,000.00             | \$5,000.00             | \$0.00                 | \$0.00                 | \$0.00                 | \$10,000.00                    |
| 23003801                  | LMD No. 30 (Haas Automation)   | District-wide tree trimming                                    | \$3,333.33          |                        | \$10,000.00            |                        |                        |                        | \$10,000.00                    |
|                           |                                | Irrigation Audit/Rehabilitation                                |                     |                        |                        |                        |                        |                        |                                |
|                           |                                | Landscape rehabilitation                                       |                     |                        |                        |                        |                        |                        |                                |
|                           |                                | Sidewalk repair/replace; wall/fencing repair/replace           |                     |                        |                        |                        |                        |                        |                                |
| Project Subtotal          |                                |                                                                |                     | \$0.00                 | \$10,000.00            | \$0.00                 | \$0.00                 | \$0.00                 | \$10,000.00                    |
| Annual Installment Totals |                                |                                                                |                     | \$3,333.33             | \$3,333.33             | \$0.00                 | \$0.00                 | \$0.00                 | \$6,666.67                     |
| 23103801                  | LMD No. 31 (Rancho De La Rosa) | District-wide tree trimming                                    | \$13,333.33         |                        |                        | \$40,000.00            |                        |                        | \$40,000.00                    |
|                           |                                | Irrigation Audit/Rehabilitation                                |                     |                        |                        |                        |                        |                        |                                |
|                           |                                | Landscape rehabilitation                                       |                     |                        |                        |                        |                        |                        |                                |
|                           |                                | Amenities repair / replacement (sidewalks, fencing, mailboxes) |                     |                        |                        |                        |                        |                        |                                |
| Project Subtotal          |                                |                                                                |                     | \$0.00                 | \$0.00                 | \$40,000.00            | \$0.00                 | \$0.00                 | \$40,000.00                    |
| Annual Installment Totals |                                |                                                                |                     | \$13,333.33            | \$13,333.33            | \$13,333.33            | \$0.00                 | \$0.00                 | \$40,000.00                    |
| 23203801                  | LMD No. 32 (Oak Park)          | District-wide tree trimming                                    | \$2,666.67          |                        | \$8,000.00             |                        |                        |                        | \$8,000.00                     |
|                           |                                | Irrigation Audit/Rehabilitation                                |                     |                        |                        |                        |                        |                        |                                |
|                           |                                | Landscape rehabilitation                                       |                     |                        |                        |                        |                        |                        |                                |
|                           |                                | Sidewalk repair/replace                                        |                     |                        |                        |                        |                        |                        |                                |
| Project Subtotal          |                                |                                                                |                     | \$0.00                 | \$8,000.00             | \$0.00                 | \$0.00                 | \$0.00                 | \$8,000.00                     |
| Annual Installment Totals |                                |                                                                |                     | \$2,666.67             | \$2,666.67             | \$0.00                 | \$0.00                 | \$0.00                 | \$5,333.33                     |

| Account Code              | District                                     | Project Name                                                  | Annual Installments | FY 25/26 Project Total | FY 26/27 Project Total | FY 27/28 Project Total | FY 28/29 Project Total | FY 29/30 Project Total | 5-Year Estimated Total Expense |
|---------------------------|----------------------------------------------|---------------------------------------------------------------|---------------------|------------------------|------------------------|------------------------|------------------------|------------------------|--------------------------------|
| 23303801                  | LMD No. 33 (El Paseo)                        | District-wide tree trimming                                   | \$6,666.67          |                        | \$20,000.00            |                        |                        |                        | \$20,000.00                    |
|                           |                                              | Irrigation Audit/Rehabilitation                               |                     |                        |                        |                        |                        |                        |                                |
|                           |                                              | Landscape rehabilitation                                      |                     |                        |                        |                        |                        |                        |                                |
|                           |                                              | Fencing Replacement/Rehab                                     |                     |                        |                        |                        |                        |                        |                                |
|                           |                                              | Sidewalk repair/replace                                       |                     |                        |                        |                        |                        |                        |                                |
| Project Subtotal          |                                              |                                                               |                     | \$0.00                 | \$20,000.00            | \$0.00                 | \$0.00                 | \$0.00                 | \$20,000.00                    |
| Annual Installment Totals |                                              |                                                               |                     | \$6,666.67             | \$6,666.67             | \$0.00                 | \$0.00                 | \$0.00                 | \$13,333.33                    |
| 23403801                  | LMD No. 34 (Sunrise Pointe & Sunset Cove)    | District-wide tree trimming                                   | \$11,666.67         |                        | \$35,000.00            |                        |                        |                        | \$35,000.00                    |
|                           |                                              | Irrigation Audit/Rehabilitation                               |                     |                        |                        |                        |                        |                        |                                |
|                           |                                              | Landscape rehabilitation                                      |                     |                        |                        |                        |                        |                        |                                |
|                           |                                              | Sidewalk repair/replace                                       |                     |                        |                        |                        |                        |                        |                                |
| Project Subtotal          |                                              |                                                               |                     | \$0.00                 | \$35,000.00            | \$0.00                 | \$0.00                 | \$0.00                 | \$35,000.00                    |
| Annual Installment Totals |                                              |                                                               |                     | \$11,666.67            | \$11,666.67            | \$0.00                 | \$0.00                 | \$0.00                 | \$23,333.33                    |
| 23603801                  | LMD No. 36 (Villa Santa Cruz & Villa Carmel) | District-wide tree trimming                                   | \$17,500.00         |                        |                        | \$70,000.00            |                        |                        | \$70,000.00                    |
|                           |                                              | Irrigation Audit/Rehabilitation                               |                     |                        |                        |                        |                        |                        |                                |
|                           |                                              | Landscape rehabilitation                                      |                     |                        |                        |                        |                        |                        |                                |
|                           |                                              | Amenities repair / replacement (sidewalks, lights)            |                     |                        |                        |                        |                        |                        |                                |
| Project Subtotal          |                                              |                                                               |                     | \$0.00                 | \$0.00                 | \$70,000.00            | \$0.00                 | \$0.00                 | \$70,000.00                    |
| Annual Installment Totals |                                              |                                                               |                     | \$17,500.00            | \$17,500.00            | \$17,500.00            | \$0.00                 | \$0.00                 | \$52,500.00                    |
| 23703801                  | LMD No. 37 (Pacific Breeze)                  | District-wide tree trimming                                   | \$1,333.33          |                        | \$4,000.00             |                        |                        |                        | \$64,000.00                    |
|                           |                                              | Irrigation Audit/Rehabilitation                               | \$5,000.00          |                        | \$15,000.00            |                        |                        |                        |                                |
|                           |                                              | Landscape rehabilitation                                      |                     |                        |                        |                        |                        |                        |                                |
|                           |                                              | Sidewalk repair/replace                                       |                     | \$45,000.00            |                        |                        |                        |                        |                                |
| Project Subtotal          |                                              |                                                               |                     | \$45,000.00            | \$19,000.00            | \$0.00                 | \$0.00                 | \$0.00                 | \$64,000.00                    |
| Annual Installment Totals |                                              |                                                               |                     | \$51,333.33            | \$6,333.33             | \$0.00                 | \$0.00                 | \$0.00                 | \$57,666.67                    |
| 23803801                  | LMD No. 38 (Aldea Del Mar)                   | District-wide tree trimming                                   | \$8,750.00          |                        |                        | \$35,000.00            |                        |                        | \$35,000.00                    |
|                           |                                              | Irrigation Audit/Rehabilitation                               |                     |                        |                        |                        |                        |                        |                                |
|                           |                                              | Landscape rehabilitation                                      |                     |                        |                        |                        |                        |                        |                                |
|                           |                                              | Amenities repair / replacement (sidewalks, lights)            |                     |                        |                        |                        |                        |                        |                                |
| Project Subtotal          |                                              |                                                               |                     | \$0.00                 | \$0.00                 | \$35,000.00            | \$0.00                 | \$0.00                 | \$35,000.00                    |
| Annual Installment Totals |                                              |                                                               |                     | \$8,750.00             | \$8,750.00             | \$8,750.00             | \$0.00                 | \$0.00                 | \$26,250.00                    |
| 23903801                  | LMD No. 39 (Promesa & Sueno)                 | District-wide tree trimming                                   | \$8,333.33          |                        | \$25,000.00            |                        |                        |                        | \$25,000.00                    |
|                           |                                              | Irrigation Audit/Rehabilitation                               |                     |                        |                        |                        |                        |                        |                                |
|                           |                                              | Landscape rehabilitation                                      |                     |                        |                        |                        |                        |                        |                                |
|                           |                                              | Amenities repair / replacement (sidewalks, mailboxes, lights) |                     |                        |                        |                        |                        |                        |                                |
|                           |                                              | Oxnard Trail Phase II Lighting Project                        |                     |                        |                        |                        |                        |                        |                                |
| Project Subtotal          |                                              |                                                               |                     | \$0.00                 | \$25,000.00            | \$0.00                 | \$0.00                 | \$0.00                 | \$25,000.00                    |
| Annual Installment Totals |                                              |                                                               |                     | \$8,333.33             | \$8,333.33             | \$0.00                 | \$0.00                 | \$0.00                 | \$16,666.67                    |

| Account Code              | District                          | Project Name                                                                       | Annual Installments | FY 25/26 Project Total | FY 26/27 Project Total | FY 27/28 Project Total | FY 28/29 Project Total | FY 29/30 Project Total | 5-Year Estimated Total Expense |
|---------------------------|-----------------------------------|------------------------------------------------------------------------------------|---------------------|------------------------|------------------------|------------------------|------------------------|------------------------|--------------------------------|
| 23913801                  | LMD No. 39 (DR Horton)            | District-wide tree trimming                                                        | \$3,333.33          |                        | \$10,000.00            |                        |                        |                        | \$10,000.00                    |
|                           |                                   | Irrigation Audit/Rehabilitation                                                    |                     |                        |                        |                        |                        |                        |                                |
|                           |                                   | Landscape rehabilitation                                                           |                     |                        |                        |                        |                        |                        |                                |
|                           |                                   | Amenities repair / replacement (sidewalks, mailboxes, lights)                      |                     |                        |                        |                        |                        |                        |                                |
|                           |                                   | Oxnard Trail Phase II Lighting Project                                             |                     |                        |                        |                        |                        |                        |                                |
| Project Subtotal          |                                   |                                                                                    |                     | \$0.00                 | \$10,000.00            | \$0.00                 | \$0.00                 | \$0.00                 | \$10,000.00                    |
| Annual Installment Totals |                                   |                                                                                    |                     | \$3,333.33             | \$3,333.33             | \$0.00                 | \$0.00                 | \$0.00                 | \$6,666.67                     |
| 24003801                  | LMD No. 40 (Cantada)              | District-wide tree trimming                                                        | \$5,000.00          |                        | \$15,000.00            |                        |                        |                        | \$15,000.00                    |
|                           |                                   | Irrigation Audit/Rehabilitation                                                    |                     |                        |                        |                        |                        |                        |                                |
|                           |                                   | Landscape rehabilitation                                                           |                     |                        |                        |                        |                        |                        |                                |
|                           |                                   | Amenities repair / replacement (sidewalks, fencing, lights)                        |                     |                        |                        |                        |                        |                        |                                |
|                           |                                   | Project Subtotal                                                                   |                     |                        |                        | \$0.00                 | \$15,000.00            | \$0.00                 |                                |
| Annual Installment Totals |                                   |                                                                                    |                     | \$5,000.00             | \$5,000.00             | \$0.00                 | \$0.00                 | \$0.00                 | \$10,000.00                    |
| 24103801                  | LMD No. 41 (Pacific Cove)         | District-wide tree trimming                                                        | \$5,000.00          |                        | \$15,000.00            |                        |                        |                        | \$15,000.00                    |
|                           |                                   | Irrigation Audit/Rehabilitation                                                    |                     |                        |                        |                        |                        |                        |                                |
|                           |                                   | Landscape rehabilitation                                                           |                     |                        |                        |                        |                        |                        |                                |
|                           |                                   | Amenities repair / replacement (sidewalks, fencing, monument signs, lights)        |                     |                        |                        |                        |                        |                        |                                |
|                           |                                   | Project Subtotal                                                                   |                     |                        |                        | \$0.00                 | \$15,000.00            | \$0.00                 |                                |
| Annual Installment Totals |                                   |                                                                                    |                     | \$5,000.00             | \$5,000.00             | \$0.00                 | \$0.00                 | \$0.00                 | \$10,000.00                    |
| 24203801                  | LMD No. 42 (Cantabria & Coronado) | District-wide tree trimming                                                        | \$13,333.33         |                        | \$40,000.00            |                        |                        |                        | \$40,000.00                    |
|                           |                                   | Irrigation Audit/Rehabilitation                                                    |                     |                        |                        |                        |                        |                        |                                |
|                           |                                   | Landscape rehabilitation                                                           |                     |                        |                        |                        |                        |                        |                                |
|                           |                                   | Amenities repair / replacement (sidewalks, fencing, lights)                        |                     |                        |                        |                        |                        |                        |                                |
|                           |                                   | Project Subtotal                                                                   |                     |                        |                        | \$0.00                 | \$40,000.00            | \$0.00                 |                                |
| Annual Installment Totals |                                   |                                                                                    |                     | \$13,333.33            | \$13,333.33            | \$0.00                 | \$0.00                 | \$0.00                 | \$26,666.67                    |
| 24303801                  | LMD No. 43 (Greenbelt)            | District-wide tree trimming                                                        |                     |                        |                        |                        |                        |                        | \$115,000.00                   |
|                           |                                   | Irrigation Audit/Rehabilitation                                                    |                     |                        |                        |                        |                        |                        |                                |
|                           |                                   | Landscape rehabilitation                                                           |                     |                        |                        |                        |                        |                        |                                |
|                           |                                   | Amenities repair / replacement (sidewalks, fencing, lights, trash cans, arbors)    |                     |                        |                        |                        |                        |                        |                                |
|                           |                                   | LMD 43 Greenbelt Lighting Replacement Project (C2407)                              | \$150,000.00        | \$115,000.00           |                        |                        |                        |                        |                                |
|                           |                                   | Project Subtotal                                                                   |                     |                        |                        | \$115,000.00           | \$0.00                 | \$0.00                 |                                |
| Annual Installment Totals |                                   |                                                                                    |                     | \$115,000.00           | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$115,000.00                   |
| 24603801                  | LMD No. 46 (Daily Ranch)          | District-wide tree trimming                                                        | \$11,333.33         |                        | \$34,000.00            |                        |                        |                        | \$34,000.00                    |
|                           |                                   | Irrigation Audit/Rehabilitation                                                    |                     |                        |                        |                        |                        |                        |                                |
|                           |                                   | Landscape rehabilitation                                                           |                     |                        |                        |                        |                        |                        |                                |
|                           |                                   | Amenities repair / replacement (sidewalks, fencing, lights, mailboxes, playground) |                     |                        |                        |                        |                        |                        |                                |
|                           |                                   | Oxnard Trail Phase II Lighting Project                                             |                     |                        |                        |                        |                        |                        |                                |
|                           |                                   | Project Subtotal                                                                   |                     |                        |                        | \$0.00                 | \$34,000.00            | \$0.00                 |                                |
| Annual Installment Totals |                                   |                                                                                    |                     | \$11,333.33            | \$11,333.33            | \$0.00                 | \$0.00                 | \$0.00                 | \$22,666.67                    |



| Account Code              | District                                    | Project Name                                                                            | Annual Installments | FY 25/26 Project Total | FY 26/27 Project Total | FY 27/28 Project Total | FY 28/29 Project Total | FY 29/30 Project Total | 5-Year Estimated Total Expense |
|---------------------------|---------------------------------------------|-----------------------------------------------------------------------------------------|---------------------|------------------------|------------------------|------------------------|------------------------|------------------------|--------------------------------|
| 24703801                  | LMD No. 47 (Sycamore Place)                 | District-wide tree trimming                                                             | \$8,333.33          |                        | \$25,000.00            |                        |                        |                        | \$25,000.00                    |
|                           |                                             | Irrigation Audit/Rehabilitation                                                         |                     |                        |                        |                        |                        |                        |                                |
|                           |                                             | Landscape rehabilitation                                                                |                     |                        |                        |                        |                        |                        |                                |
|                           |                                             | Amenities repair / replacement (sidewalks, fencing, monument signs, lights, mailboxes)  |                     |                        |                        |                        |                        |                        |                                |
| Project Subtotal          |                                             |                                                                                         |                     | \$0.00                 | \$25,000.00            | \$0.00                 | \$0.00                 | \$0.00                 | \$25,000.00                    |
| Annual Installment Totals |                                             |                                                                                         |                     | \$8,333.33             | \$8,333.33             | \$0.00                 | \$0.00                 | \$0.00                 | \$16,666.67                    |
| 24903801                  | LMD No. 49 (Cameron Ranch)                  | District-wide tree trimming                                                             |                     |                        |                        |                        |                        |                        | \$0.00                         |
|                           |                                             | Irrigation Audit/Rehabilitation                                                         |                     |                        |                        |                        |                        |                        |                                |
|                           |                                             | Landscape rehabilitation                                                                |                     |                        |                        |                        |                        |                        |                                |
|                           |                                             | Amenities repair / replacement (sidewalks, fencing, lights)                             |                     |                        |                        |                        |                        |                        |                                |
| Project Subtotal          |                                             |                                                                                         |                     | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                         |
| Annual Installment Totals |                                             |                                                                                         |                     | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                 | \$0.00                         |
| 25003801                  | LMD No. 50 (Pleasant Valley Senior Housing) | District-wide tree trimming                                                             | \$4,000.00          |                        | \$8,000.00             |                        |                        |                        | \$8,000.00                     |
|                           |                                             | Irrigation Audit/Rehabilitation                                                         |                     |                        |                        |                        |                        |                        |                                |
|                           |                                             | Landscape rehabilitation                                                                |                     |                        |                        |                        |                        |                        |                                |
|                           |                                             | Sidewalk repair / replace                                                               |                     |                        |                        |                        |                        |                        |                                |
| Project Subtotal          |                                             |                                                                                         |                     | \$0.00                 | \$8,000.00             | \$0.00                 | \$0.00                 | \$0.00                 | \$8,000.00                     |
| Annual Installment Totals |                                             |                                                                                         |                     | \$4,000.00             | \$4,000.00             | \$0.00                 | \$0.00                 | \$0.00                 | \$8,000.00                     |
| 25103801                  | LMD No. 51 (Pfeiler)                        | District-wide tree trimming                                                             | \$8,750.00          |                        |                        | \$35,000.00            |                        |                        | \$190,000.00                   |
|                           |                                             | Irrigation Audit/Rehabilitation                                                         |                     |                        |                        |                        |                        |                        |                                |
|                           |                                             | Landscape rehabilitation                                                                |                     |                        |                        |                        |                        |                        |                                |
|                           |                                             | Amenities repair / replacement (sidewalks, fencing, monument signs, lights, playground) | \$38,750.00         |                        |                        | \$155,000.00           |                        |                        |                                |
| Project Subtotal          |                                             |                                                                                         |                     | \$0.00                 | \$0.00                 | \$190,000.00           | \$0.00                 | \$0.00                 | \$190,000.00                   |
| Annual Installment Totals |                                             |                                                                                         |                     | \$47,500.00            | \$47,500.00            | \$47,500.00            | \$0.00                 | \$0.00                 | \$142,500.00                   |
| 25103801                  | LMD No. 51 (Pfeiler)                        | District-wide tree trimming                                                             | \$8,750.00          |                        |                        | \$35,000.00            |                        |                        | \$190,000.00                   |
|                           |                                             | Irrigation Audit/Rehabilitation                                                         |                     |                        |                        |                        |                        |                        |                                |
|                           |                                             | Landscape rehabilitation                                                                |                     |                        |                        |                        |                        |                        |                                |
|                           |                                             | Amenities repair / replacement (sidewalks, fencing, monument signs, lights, playground) | \$38,750.00         |                        |                        | \$155,000.00           |                        |                        |                                |
| Project Subtotal          |                                             |                                                                                         |                     | \$0.00                 | \$0.00                 | \$190,000.00           | \$0.00                 | \$0.00                 | \$190,000.00                   |
| Annual Installment Totals |                                             |                                                                                         |                     | \$47,500.00            | \$47,500.00            | \$47,500.00            | \$0.00                 | \$0.00                 | \$142,500.00                   |
| 25203801                  | LMD No. 52 (Wingfield)                      | District-wide tree trimming                                                             | \$8,333.33          |                        | \$25,000.00            |                        |                        |                        | \$70,000.00                    |
|                           |                                             | Irrigation Audit/Rehabilitation                                                         |                     |                        |                        |                        |                        |                        |                                |
|                           |                                             | Landscape rehabilitation                                                                | \$3,000.00          |                        |                        |                        | \$15,000.00            |                        |                                |
|                           |                                             | Amenities repair / replacement (sidewalks, fencing, mailboxes, lights)                  | \$6,000.00          |                        |                        | \$30,000.00            |                        |                        |                                |
| Project Subtotal          |                                             |                                                                                         |                     | \$0.00                 | \$25,000.00            | \$0.00                 | \$45,000.00            | \$0.00                 | \$70,000.00                    |
| Annual Installment Totals |                                             |                                                                                         |                     | \$17,333.33            | \$17,333.33            | \$9,000.00             | \$9,000.00             | \$0.00                 | \$52,666.67                    |
| 25303801                  | LMD No. 53 (Huff Court)                     | District-wide tree trimming                                                             | \$1,000.00          |                        | \$3,000.00             |                        |                        |                        | \$3,000.00                     |
|                           |                                             | Irrigation Audit/Rehabilitation                                                         |                     |                        |                        |                        |                        |                        |                                |
|                           |                                             | Landscape rehabilitation                                                                |                     |                        |                        |                        |                        |                        |                                |
|                           |                                             | Amenities repair / replacement (sidewalks, fencing, mailboxes, lights)                  |                     |                        |                        |                        |                        |                        |                                |
| Project Subtotal          |                                             |                                                                                         |                     | \$0.00                 | \$3,000.00             | \$0.00                 | \$0.00                 | \$0.00                 | \$3,000.00                     |
| Annual Installment Totals |                                             |                                                                                         |                     | \$1,000.00             | \$1,000.00             | \$0.00                 | \$0.00                 | \$0.00                 | \$2,000.00                     |
| 25403801                  | LMD No. 54 (Meadowcrest Villas)             | District-wide tree trimming                                                             | \$1,000.00          |                        | \$3,000.00             |                        |                        |                        | \$18,000.00                    |
|                           |                                             | Irrigation Audit/Rehabilitation                                                         |                     |                        |                        |                        |                        |                        |                                |
|                           |                                             | Landscape rehabilitation                                                                |                     |                        |                        |                        |                        |                        |                                |
|                           |                                             | Amenities repair / replacement (sidewalks, fencing)                                     | \$5,000.00          |                        | \$15,000.00            |                        |                        |                        |                                |
| Project Subtotal          |                                             |                                                                                         |                     | \$0.00                 | \$18,000.00            | \$0.00                 | \$0.00                 | \$0.00                 | \$18,000.00                    |
| Annual Installment Totals |                                             |                                                                                         |                     | \$6,000.00             | \$6,000.00             | \$0.00                 | \$0.00                 | \$0.00                 | \$12,000.00                    |

| Account Code              | District                    | Project Name                                                                          | Annual Installments | FY 25/26 Project Total | FY 26/27 Project Total | FY 27/28 Project Total | FY 28/29 Project Total | FY 29/30 Project Total | 5-Year Estimated Total Expense |
|---------------------------|-----------------------------|---------------------------------------------------------------------------------------|---------------------|------------------------|------------------------|------------------------|------------------------|------------------------|--------------------------------|
| 25503801                  | LMD No. 55 (Wingfield West) | District-wide tree trimming                                                           | \$5,000.00          |                        | \$15,000.00            |                        |                        |                        | \$15,000.00                    |
|                           |                             | Irrigation Audit/Rehabilitation                                                       |                     |                        |                        |                        |                        |                        |                                |
|                           |                             | Landscape rehabilitation                                                              |                     |                        |                        |                        |                        |                        |                                |
|                           |                             | Amenities repair / replacement (sidewalks, fencing, mailboxes, lights)                |                     |                        |                        |                        |                        |                        |                                |
|                           |                             | Project Subtotal                                                                      |                     |                        | \$0.00                 | \$15,000.00            | \$0.00                 | \$0.00                 |                                |
| Annual Installment Totals |                             |                                                                                       |                     | \$5,000.00             | \$5,000.00             | \$0.00                 | \$0.00                 | \$0.00                 | \$10,000.00                    |
| 25803801                  | LMD No. 58 (Westwind)       | District-wide tree trimming                                                           | \$2,666.67          |                        | \$8,000.00             |                        |                        |                        | \$8,000.00                     |
|                           |                             | Irrigation Audit/Rehabilitation                                                       |                     |                        |                        |                        |                        |                        |                                |
|                           |                             | Landscape rehabilitation                                                              |                     |                        |                        |                        |                        |                        |                                |
|                           |                             | Amenities repair / replacement (sidewalks, lights, fencing)                           |                     |                        |                        |                        |                        |                        |                                |
|                           |                             | Project Subtotal                                                                      |                     |                        | \$0.00                 | \$8,000.00             | \$0.00                 | \$0.00                 |                                |
| Annual Installment Totals |                             |                                                                                       |                     | \$2,666.67             | \$2,666.67             | \$0.00                 | \$0.00                 | \$0.00                 | \$5,333.33                     |
| 26003801                  | LMD No. 60 (Artisan)        | District-wide tree trimming                                                           | \$1,666.67          |                        | \$5,000.00             |                        |                        |                        | \$5,000.00                     |
|                           |                             | Irrigation Audit/Rehabilitation                                                       |                     |                        |                        |                        |                        |                        |                                |
|                           |                             | Landscape rehabilitation                                                              |                     |                        |                        |                        |                        |                        |                                |
|                           |                             | Amenities repair / replacement (sidewalks, lights, fencing, trash containers, arbors) |                     |                        |                        |                        |                        |                        |                                |
|                           |                             | Project Subtotal                                                                      |                     |                        | \$0.00                 | \$5,000.00             | \$0.00                 | \$0.00                 |                                |
| Annual Installment Totals |                             |                                                                                       |                     | \$1,666.67             | \$1,666.67             | \$0.00                 | \$0.00                 | \$0.00                 | \$3,333.33                     |

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, APPROVING A CONSOLIDATED ENGINEER'S REPORT REGARDING ASSESSMENTS AGAINST REAL PROPERTY FOR FISCAL YEAR 2025-26 IN CONNECTION WITH THE CITY'S LANDSCAPE MAINTENANCE DISTRICTS

WHEREAS, the City Council of the City of Oxnard has, by prior resolutions, established a number of Landscape Maintenance Districts (collectively the "Assessment Districts") pursuant to the Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500 *et seq.*) (the "Act"); and

WHEREAS, a complete list of the Assessment Districts is attached hereto as Exhibit A and incorporated herein by reference as though fully set forth; and

WHEREAS, in connection with each of the Assessment Districts, the City levies an annual assessment against real property to fund public improvements that specially benefit the parcels located in that Assessment District; and

WHEREAS, the City has engaged NBS (the "Assessment Engineer") to provide assessment engineering services in connection with the Assessment Districts; and

WHEREAS, by prior resolution the City Council ordered the Assessment Engineer to prepare and file reports pursuant to Section 22565 *et seq.* of the Act with respect to the FY 2025-26 levy of assessments for each of the Assessment Districts; and

WHEREAS, the Assessment Engineer has prepared and filed a consolidated report entitled "City of Oxnard Fiscal Year 2025-26 Consolidated Engineer's Report for Landscape Maintenance Districts," (the "Report") which is on file in the Office of the City Clerk, available for public inspection, and the Report is incorporated herein by this reference; and

WHEREAS, the City Council now desires to approve the Report

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

1. Recitals. The above recitals are all true and correct and incorporated herein by this reference.
2. Approval of Report. The City Council hereby approves the Report as filed.
3. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the City Council declares that

Resolution No.

Resolution Approving Consolidated Engineers Report FY 2025-26

Page 2

it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

6. Effective Date. This Resolution shall be effective immediately upon adoption.
7. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

PASSED, APPROVED AND ADOPTED on this \_\_\_\_ day of JUNE, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Luis A. Mc Arthur, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lourdes A. Lopez, City Clerk

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

EXHIBIT A

CITY OF OXNARD  
LANDSCAPE MAINTENANCE DISTRICTS

| District Name                                                              | Formation         |                |
|----------------------------------------------------------------------------|-------------------|----------------|
|                                                                            | Date              | Resolution No. |
| Landscape Maintenance District No. 3<br>(River Ridge)                      | March 18, 1986    | 8983           |
| Landscape Maintenance District No. 10<br>(Country Club Estates)            | December 13, 1988 | 9587           |
| Landscape Maintenance District No. 11<br>(St. Tropez)                      | January 3, 1989   | 9603           |
| Landscape Maintenance District No. 12<br>(Standard Pacific)                | March 28, 1989    | 9665           |
| Landscape Maintenance District No. 13<br>(Le Village)                      | March 20, 1990    | 9894           |
| Landscape Maintenance District No. 14<br>(California Cove)                 | June 5, 1990      | 9972           |
| Landscape Maintenance District No. 16<br>(California Lighthouse)           | July 9, 1991      | 10206          |
| Landscape Maintenance District No. 23<br>(Greystone)                       | June 18, 1996     | 11071          |
| Landscape Maintenance District No. 24<br>(Vineyards)                       | June 18, 1996     | 11072          |
| Landscape Maintenance District No. 25<br>(The Pointe)                      | June 18, 1996     | 11073          |
| Landscape Maintenance District No. 27<br>(Rose Island)                     | June 24, 1997     | 11259          |
| Landscape Maintenance District No. 28<br>(Harborside)                      | June 24, 1997     | 11260          |
| Landscape Maintenance District No. 30<br>(Haas Automation)                 | June 24, 1997     | 11261          |
| Landscape Maintenance District No. 31<br>(Rancho De La Rosa)               | June 23, 1998     | 11415          |
| Landscape Maintenance District No. 32<br>(Oak Park)                        | February 23, 1999 | 11505          |
| Landscape Maintenance District No. 33<br>(El Paseo)                        | October 19, 1999  | 11653          |
| Landscape Maintenance District No. 34<br>(Sunrise Pointe & Sunset Cove)    | October 19, 1999  | 11654          |
| Landscape Maintenance District No. 36<br>(Villa Santa Cruz & Villa Carmel) | January 25, 2000  | 11684          |
| Landscape Maintenance District No. 37<br>(Pacific Breeze)                  | January 25, 2000  | 11685          |

Resolution No.

Resolution Approving Consolidated Engineers Report FY 2025-26

Page 4

| District Name                                                                 | Formation         |                |
|-------------------------------------------------------------------------------|-------------------|----------------|
|                                                                               | Date              | Resolution No. |
| Landscape Maintenance District No. 38<br>(Aldea Del Mar)                      | November 28, 2000 | 11863          |
| Landscape Maintenance District No. 39<br>(Promesa/Sueno & DR Horton/Seawinds) | March 6, 2001     | 11905          |
| Landscape Maintenance District No. 40<br>(Cantada)                            | January 8, 2002   | 12078          |
| Landscape Maintenance District No. 41<br>(Pacific Cove)                       | January 8, 2002   | 12079          |
| Landscape Maintenance District No. 42<br>(Cantabria & Coronado)               | May 14, 2002      | 12144          |
| Landscape Maintenance District No. 43<br>(Greenbelt)                          | January 7, 2003   | 12295          |
| Landscape Maintenance District No. 46<br>(Daily Ranch)                        | June 24, 2003     | 12440          |
| Landscape Maintenance District No. 47<br>(Sycamore Place)                     | April 22, 2003    | 12355          |
| Landscape Maintenance District No. 49<br>(Cameron Ranch)                      | June 3, 2003      | 12394          |
| Landscape Maintenance District No. 50<br>(Pleasant Valley Senior Housing)     | June 10, 2003     | 12404          |
| Landscape Maintenance District No. 51<br>(Pfeiler)                            | April 19, 2005    | 12799          |
| Landscape Maintenance District No. 52<br>(Wingfield)                          | February 1, 2005  | 12768          |
| Landscape Maintenance District No. 53<br>(Huff Court)                         | June 7, 2005      | 12879          |
| Landscape Maintenance District No. 54<br>(Meadowcrest)                        | March 28, 2006    | 13024          |
| Landscape Maintenance District No. 55<br>(Wingfield West)                     | March 28, 2006    | 13025          |
| Landscape Maintenance District No. 58<br>(Westwind)                           | June 6, 2006      | 13069          |
| Landscape Maintenance District No. 60<br>(Artisan)                            | March 3, 2009     | 13604          |



CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, DECLARING ITS INTENTION TO LEVY ASSESSMENTS AGAINST REAL PROPERTY FOR FISCAL YEAR 2025-26 IN CONNECTION WITH THE CITY'S LANDSCAPE MAINTENANCE DISTRICTS

WHEREAS, the City Council of the City of Oxnard has, by prior resolutions, established a number of Landscape Maintenance Districts (collectively the "Assessment Districts" and each an "Assessment District") pursuant to the Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500 *et seq.*) (the "Act"); and

WHEREAS, a complete list of the Assessment Districts is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, in connection with each of the Assessment Districts, the City levies an annual assessment against real property to fund landscape maintenance that specially benefits the parcels located in that Assessment District; and

WHEREAS, the City has engaged NBS (the "Assessment Engineer") to provide assessment engineering services in connection with the Assessment Districts; and

WHEREAS, by prior resolution the City Council ordered the Engineer to prepare and file reports pursuant to Section 22565 *et seq.* of the Act with respect to the FY 2025-26 levy of assessments in connection with each of the Assessment Districts; and

WHEREAS, by prior resolution the City Council approved as filed a consolidated report of the Assessment Engineer entitled "City of Oxnard Fiscal Year 2025-26 Consolidated Engineer's Report for Landscape Maintenance Districts" (the "Report"), which is on file in the Office of the City Clerk, available for public inspection, and incorporated herein by reference; and

WHEREAS, the City Council desires to declare its intention to levy the assessments for FY 2025-26 as described in the Report.

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

1. Recitals. The above recitals are all true and correct.
2. Declaration of Intent. The City Council hereby declares its intention to levy and collect assessments for FY 2025-26 within each Assessment District.
3. Name and Location of Assessment Districts. The name of each Assessment District is set forth in Exhibit A. The locations of each Assessment District are generally described in the name of the Assessment District and more specifically described in the Report.

4. Description of Improvements. Each Assessment District will fund landscape improvements, including, to the extent authorized by the formation documents for the District, associated hardscape, ornamental improvements, benches, lighting and other appurtenances. No substantial change to the improvements is proposed to be made for FY 2025-26.
5. Reference to Report. Reference is made to the Report for a full and detailed description of (i) the landscape improvements; (ii) the boundaries of the Assessment Districts; and (iii) the proposed assessments upon assessable lots and parcels of land within the Assessment Districts. The Report describes, among other things, each affected parcel of real property and the amount of the assessment for each such affected parcel for FY 2025-26.
6. As set forth in more detail in the Report, the assessments in connection with some of the Assessment Districts will be higher than in FY 2024-25. In no case will the rates for an Assessment District be higher than the maximum assessment rate previously approved for the Assessment District, as adjusted by any previously approved CPI adjustment.
7. Public Hearing. On June 17, 2025 at 6:00 p.m. or as soon thereafter as practical, in the City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a full and fair public hearing on the question of the levy of the proposed assessments for FY 2025-26 (the "Hearing"). At the Hearing, the City Council will also hear and consider any objections or protests to the Report.
8. Notice. Notice of the Hearing shall be given in the manner set forth in Section 22626(a) of the Act.
9. Protest. Pursuant to Section 22628 of the Act, any interested person may, prior to the conclusion of the Hearing, file a written protest with the City Clerk of the City of Oxnard or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the property owner.
10. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
11. Effective Date. This Resolution shall be effective immediately upon adoption.
12. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

PASSED, APPROVED AND ADOPTED on this \_\_\_\_ day of JUNE, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Luis A. Mc Arthur, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lourdes A. Lopez, City Clerk

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

EXHIBIT A

CITY OF OXNARD  
LANDSCAPE MAINTENANCE DISTRICTS

| District Name                                                              | Formation         |                |
|----------------------------------------------------------------------------|-------------------|----------------|
|                                                                            | Date              | Resolution No. |
| Landscape Maintenance District No. 3<br>(River Ridge)                      | March 18, 1986    | 8983           |
| Landscape Maintenance District No. 10<br>(Country Club Estates)            | December 13, 1988 | 9587           |
| Landscape Maintenance District No. 11<br>(St. Tropez)                      | January 3, 1989   | 9603           |
| Landscape Maintenance District No. 12<br>(Standard Pacific)                | March 28, 1989    | 9665           |
| Landscape Maintenance District No. 13<br>(Le Village)                      | March 20, 1990    | 9894           |
| Landscape Maintenance District No. 14<br>(California Cove)                 | June 5, 1990      | 9972           |
| Landscape Maintenance District No. 16<br>(California Lighthouse)           | July 9, 1991      | 10206          |
| Landscape Maintenance District No. 23<br>(Greystone)                       | June 18, 1996     | 11071          |
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| Landscape Maintenance District No. 25<br>(The Pointe)                      | June 18, 1996     | 11073          |
| Landscape Maintenance District No. 27<br>(Rose Island)                     | June 24, 1997     | 11259          |
| Landscape Maintenance District No. 28<br>(Harborside)                      | June 24, 1997     | 11260          |
| Landscape Maintenance District No. 30<br>(Haas Automation)                 | June 24, 1997     | 11261          |
| Landscape Maintenance District No. 31<br>(Rancho De La Rosa)               | June 23, 1998     | 11415          |
| Landscape Maintenance District No. 32<br>(Oak Park)                        | February 23, 1999 | 11505          |
| Landscape Maintenance District No. 33<br>(El Paseo)                        | October 19, 1999  | 11653          |
| Landscape Maintenance District No. 34<br>(Sunrise Pointe & Sunset Cove)    | October 19, 1999  | 11654          |
| Landscape Maintenance District No. 36<br>(Villa Santa Cruz & Villa Carmel) | January 25, 2000  | 11684          |
| Landscape Maintenance District No. 37<br>(Pacific Breeze)                  | January 25, 2000  | 11685          |

Resolution No.

Resolution Declaring the Intent to Levy FY 2025-26 (ROI)

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| District Name                                                                 | Formation         |                |
|-------------------------------------------------------------------------------|-------------------|----------------|
|                                                                               | Date              | Resolution No. |
| Landscape Maintenance District No. 38<br>(Aldea Del Mar)                      | November 28, 2000 | 11863          |
| Landscape Maintenance District No. 39<br>(Promesa/Sueno & DR Horton/Seawinds) | March 6, 2001     | 11905          |
| Landscape Maintenance District No. 40<br>(Cantada)                            | January 8, 2002   | 12078          |
| Landscape Maintenance District No. 41<br>(Pacific Cove)                       | January 8, 2002   | 12079          |
| Landscape Maintenance District No. 42<br>(Cantabria & Coronado)               | May 14, 2002      | 12144          |
| Landscape Maintenance District No. 43<br>(Greenbelt)                          | January 7, 2003   | 12295          |
| Landscape Maintenance District No. 46<br>(Daily Ranch)                        | June 24, 2003     | 12440          |
| Landscape Maintenance District No. 47<br>(Sycamore Place)                     | April 22, 2003    | 12355          |
| Landscape Maintenance District No. 49<br>(Cameron Ranch)                      | June 3, 2003      | 12394          |
| Landscape Maintenance District No. 50<br>(Pleasant Valley Senior Housing)     | June 10, 2003     | 12404          |
| Landscape Maintenance District No. 51<br>(Pfeiler)                            | April 19, 2005    | 12799          |
| Landscape Maintenance District No. 52<br>(Wingfield)                          | February 1, 2005  | 12768          |
| Landscape Maintenance District No. 53<br>(Huff Court)                         | June 7, 2005      | 12879          |
| Landscape Maintenance District No. 54<br>(Meadowcrest)                        | March 28, 2006    | 13024          |
| Landscape Maintenance District No. 55<br>(Wingfield West)                     | March 28, 2006    | 13025          |
| Landscape Maintenance District No. 58<br>(Westwind)                           | June 6, 2006      | 13069          |
| Landscape Maintenance District No. 60<br>(Artisan)                            | March 3, 2009     | 13604          |



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Public Hearing**

**AGENDA ITEM NO.: 1**

**DATE:** June 20, 2017

**TO:** City Council

**THROUGH:** Greg Nyhoff  
City Manager

**FROM:** Jim Throop  
Chief Financial Officer

**Deanne Purcell**

**SUBJECT:** Adoption of Resolution Approving Engineer's Report and Ordering the Levy and Collection of Assessments for the Fiscal Year 2017-18 Within the City's Landscape Maintenance Districts (5/5/5)

**CONTACT:** Jim Throop, Chief Financial Officer  
Jim.Throop@oxnard.org, 385-7475

**RECOMMENDATION:**

That City Council:

1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2017-2018 assessments in the City's Landscape Maintenance Districts, and
2. Adopt a resolution approving the Fiscal Year 2017-2018 Consolidated Engineer's Report and ordering the levy and collection of assessments for Fiscal Year 2017-2018 within the City's Landscape Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972.

**BACKGROUND**

On March 7, 2017, City Council adopted Resolution No. 14,998 which initiated proceedings to levy assessments for Fiscal Year 2017-2018, and Resolution No. 15,015 which declared intent to levy the special assessments, preliminarily approved the Consolidated Engineer's Report for the 38 districts, and set a public hearing for June 20, 2017.

With the assistance of NBS, staff has calculated assessment rates and expenditures for maintenance of public landscaping in the 38 landscape maintenance districts. Following the City Council's action at the public hearing on June 20, 2017 the assessment data will be delivered to



Adoption of Resolution Approving Engineer's Report and Ordering Levy FY 17-18 (5/5/5)

June 20, 2017

Page 2

the County Auditor-Controller's Office and processed for the collection of assessments in Fiscal Year 2017-2018. This action must take place prior to July 1, 2017.

## **STRATEGIC PRIORITIES**

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

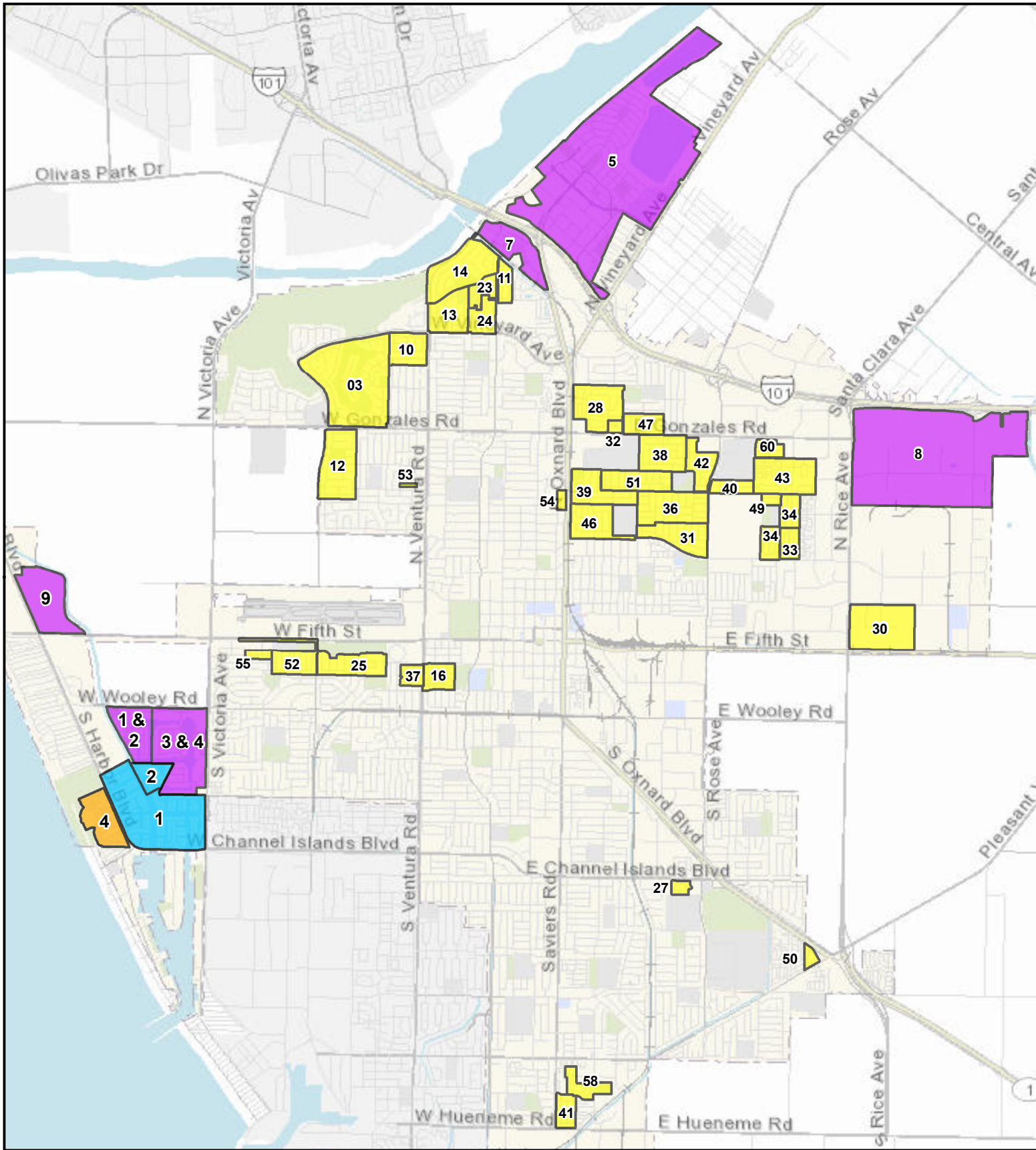
## **FINANCIAL IMPACT**

The recommendation will result in the City's ability to provide landscape maintenance services in the City's landscape maintenance districts. For Fiscal Year 2014-15, the General Fund subsidized the landscape maintenance districts a combined \$2.9 million to eliminate negative cash balances that had accumulated over a number of years in various districts. In Fiscal Year 2015-16, the General Fund subsidy was reduced to a budgeted \$600,000, however, only approximately \$76,000 was required. For Fiscal Year 2016-17, an analysis of the general benefit contribution for the districts was performed and presented to City Council on June 7, 2016. The Fiscal Year 2016-17 General Fund contribution for general benefit, as well as the amount necessary to maintain the ongoing service level is currently estimated at \$360,000. For Fiscal Year 2017-18 the City will assume responsibility for the maintenance costs of the exterior landscaping and medians along major traffic corridors. The general benefit contribution based on the budgeted expenses for the districts totals \$66,895 and an additional \$114,732 is being proposed to offset the estimated utility overage. The total Fiscal Year 2017-18 General Fund contribution is estimated to be approximately \$195,000, including \$12,000 for Mandalay Beach/Main (MAD #4).

## **ATTACHMENTS:**

Attachment A: Resolution - Levy and Engineers Report

# CITY OF OXNARD SPECIAL DISTRICTS



- |                                                                                                                                                                           |                                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <span style="display: inline-block; width: 15px; height: 10px; background-color: orange; border: 1px solid black;"></span> Maintenance Assessment District (District No.) | <span style="display: inline-block; width: 15px; height: 10px; background-color: purple; border: 1px solid black;"></span> Community Facilities District (District No.)  |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: blue; border: 1px solid black;"></span> Waterway Assessment District (Zone No.)          | <span style="display: inline-block; width: 15px; height: 10px; background-color: yellow; border: 1px solid black;"></span> Landscape Maintenance District (District No.) |

# CITY OF OXNARD – SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICT \* COMMUNITY FACILITIES DISTRICTS  
WATERWAYS ASSESSMENT DISTRICTS \* MAINTENANCE ASSESSMENT DISTRICTS

| COMMUNITY FACILITIES DISTRICTS    |                                |
|-----------------------------------|--------------------------------|
| 1 & 2 – Westport at Mandalay Bay  | 7 – Wagon Wheel                |
| 3 & 4 – Seabridge at Mandalay Bay | 8 – Sakioka Farms              |
| 5 – Riverpark                     | 9 – Northshore at Mandalay Bay |

| LANDSCAPE MAINTENANCE DISTRICTS |                         |
|---------------------------------|-------------------------|
| 3 – Riverridge                  | 37 – Pacific Cove       |
| 10 – Country Club               | 38 – Aldea Del Mar      |
| 11 – St Tropez                  | 39 – El Sueno Promesa   |
| 12 – Standard Pacific           | 40 – Cantada            |
| 13 – Le Village                 | 41 – Pacific Cove       |
| 14 – California Cove            | 42 – Cantabria/Coronado |
| 16 – California Lighthouse      | 43 – Greenbelt          |
| 23 – Greystone                  | 46 – Daily Ranch        |
| 24 – Vineyards                  | 47 – Sycamore Place     |
| 25 – The Pointe                 | 49 – Cameron Ranch      |
| 27 – Rose Island                | 50 – PV Senior Housing  |
| 28 – Harborside                 | 51 – Pfeiler            |
| 30 – Haas Automation            | 52 – Wingfield          |
| 31 – Rancho De La Rosa          | 53 – Huff Court         |
| 32 – Oak Park                   | 54 – Meadowcrest        |
| 33 – El Paseo                   | 55 – Wingfield West     |
| 34 – Sunrise Pt/Sunset Cove     | 58 – Westwind           |
| 36 – Villa Santa Cruz           | 60 – Artisan            |

| MAINTENANCE ASSESSMENT DISTRICT |
|---------------------------------|
| 4 – Mandalay Beach/Colony       |

| WATERWAYS ASSESSEMENT DISTRICTS |                    |
|---------------------------------|--------------------|
| Zone 1 – Mandalay Bay Zone      | 2 – Harbour Island |

# Fiscal Year 2025-26 Landscape Maintenance Districts Initiation of Proceedings to Levy Assessments, Approval of a Consolidated Engineers Report and Declaration of Intention to Levy Assessments.

Finance & Governance Committee  
May 13, 2025

City Council  
June 3, 2025

Public Hearing  
June 17, 2025

Anthony Miller  
Special Districts Manager

That the Finance and Governance Committee recommend that the City Council acting as the legislative body of the City of Oxnard Landscape Maintenance Districts (LMDs):

1. Adopt “A Resolution of the City Council of the City of Oxnard, California, initiating proceedings to levy assessments against real property for Fiscal Year 2025-26 in connection with the City’s Landscape Maintenance Districts”;
2. Adopt “A Resolution of the City Council of the City of Oxnard, California, approving a Consolidated Engineer’s Report regarding assessments against real property for Fiscal Year 2025-26 in connection with the City’s Landscape Maintenance Districts”;
3. Adopt “A Resolution of the City Council of the City of Oxnard, California, declaring its intention to levy assessments against real property for Fiscal Year 2025-26 in connection with the City’s Landscape Maintenance Districts” setting the Public Hearing for June 17, 2025;
4. Approve a one-time fund balance contribution from the General Fund to LMD-49 in the amount of \$55,401.45 as outlined in this staff report; and
5. Approve a distribution of LMD-54 reserve fund balance in the amount of \$30,902.20 to the equivalent benefit units in LMD-54 as outlined in this staff report.

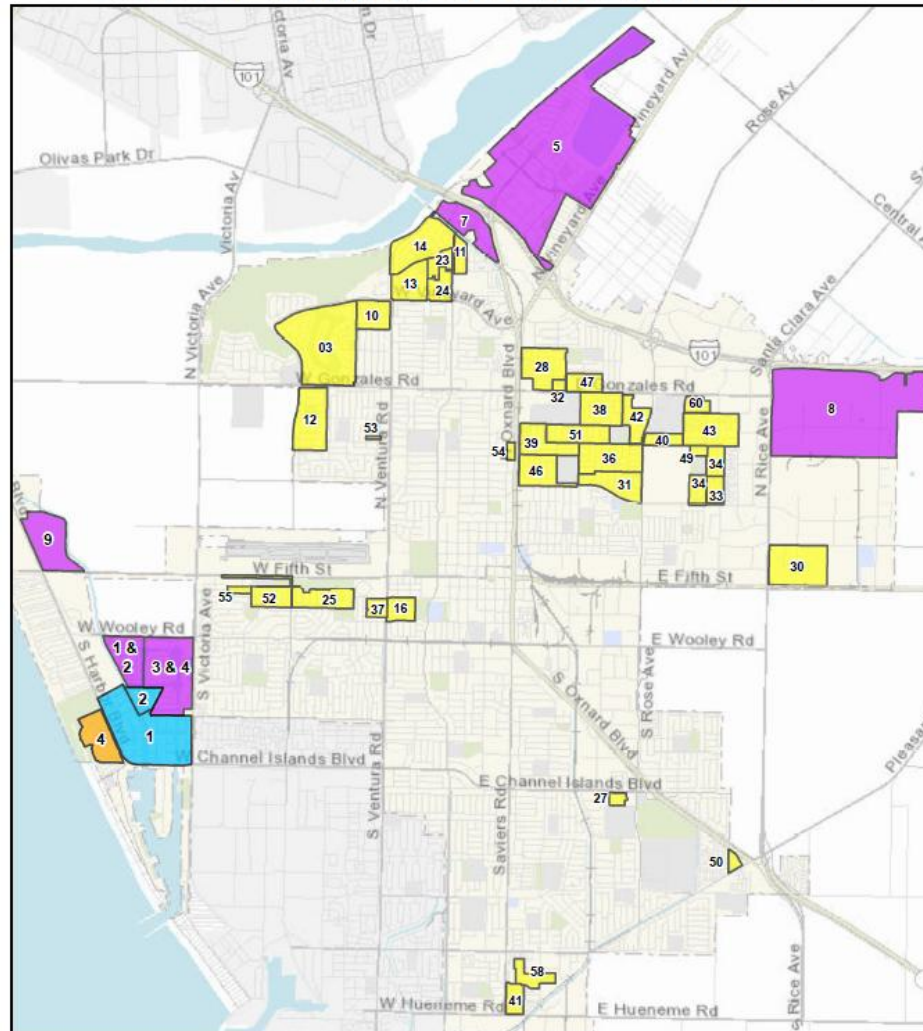


That the City Council acting as the legislative body of the City of Oxnard Landscape Maintenance Districts (LMDs):

1. Adopt “A Resolution of the City Council of the City of Oxnard, California, initiating proceedings to levy assessments against real property for Fiscal Year 2025-26 in connection with the City’s Landscape Maintenance Districts”;
2. Adopt “A Resolution of the City Council of the City of Oxnard, California, approving a Consolidated Engineer’s Report regarding assessments against real property for Fiscal Year 2025-26 in connection with the City’s Landscape Maintenance Districts”;
3. Adopt “A Resolution of the City Council of the City of Oxnard, California, declaring its intention to levy assessments against real property for Fiscal Year 2025-26 in connection with the City’s Landscape Maintenance Districts” setting the Public Hearing for June 17, 2025;
4. Approve a one-time fund balance contribution from the General Fund to LMD-49 in the amount of \$55,401.45 as outlined in this staff report; and
5. Approve a distribution of LMD-54 reserve fund balance in the amount of \$30,902.20 to the equivalent benefit units in LMD-54 as outlined in this staff report.



## CITY OF OXNARD SPECIAL DISTRICTS



- Maintenance Assessment District (District No.)
- Waterway Assessment District (Zone No.)
- Community Facilities District (District No.)
- Landscape Maintenance District (District No.)

More information can be found at:

[www.oxnard.gov/public-works/special-districts](http://www.oxnard.gov/public-works/special-districts)

- The Special Districts Division of the Public Works Department manages 50 Special Financing Districts which includes 36 LMDs.
- The City has allowed property owners (i.e. developers) to use special financing districts (e.g. LMDs) to fund the annual cost of maintaining certain public improvements that benefit the properties within the district.
- Typically, the developer installed the public improvements at the time of development and benefiting property owners pay for the cost of maintaining the improvements (i.e., special benefit) through a special assessment included on the property's annual property tax bill.

- Revenue received from the assessment funds the cost to provide the Special Benefit, as outlined in the Consolidated Engineer's Report
- Assessments are levied annually and collected on the property tax roll. Each year, the City Council must conduct proceedings to levy the assessments.
- Revenue received from the assessments partially funds the ongoing maintenance of public improvements provided by each district and, in some cases, is collected for future work that is conducted on a less than annual basis.

- If the Committee approves the recommendation in this report a Public Hearing will be set for June 17, 2025, during which the City Council will consider three resolutions.
- If adopted by City Council, the Resolutions will:
  - 1) initiate proceedings to levy the annual assessments;
  - 2) approve the Consolidated Engineer's Report for the districts; and
  - 3) declare the intent to levy assessments on the FY 2025-26 property tax roll. As a part of the resolution declaring the intent to levy, a public hearing date is set (June 17, 2025) where a resolution confirming diagrams and assessments will be considered.
- This is a process that is required each year.

- The Landscaping and Lighting Assessment Act of 1972 requires the City Council to annually Initiate Proceedings by Resolution, approve the Consolidated Engineers Report through a Resolution, and state the Council's Intent to Levy the annual assessment through a Resolution
- In compliance with the Act, an annual review and evaluation of each district's revenues and expenditures, contained in the Consolidated Engineer's Report, is conducted.
- This Report consolidates the City's 36 LMDs into a single report, but evaluates each district individually.

- The Report includes a description of the improvements, the projected annual maintenance costs, and funding to be collected for projects done on a less than annual basis, if any, the method of assessment apportionment for each lot or parcel within each district's boundaries, and a diagram showing the parcels within that district.
- The Report also provides an analysis of each district's annual financial status.
- It separates and apportions the cost of General Benefit, other costs funded by a non-assessment fund, and the cost of Special Benefit to the benefiting properties is funded by the applied assessment rate.



- The actual services provided to each district varies from district to district and are based upon the property owner approved services and funding.
- The applied assessment rate is the amount needed to fund the services of each district and is the amount actually levied on the property tax roll.
- It cannot exceed the maximum assessment rate that was originally approved for each district.
- After completing an individual analysis of each district's current level of service, anticipated expenditures, fund balance, assigned reserve levels, and future work, it is recommended to set the applied rates as set forth in the Report.

- Parcel specific detail of the proposed maximum and applied assessment is included in the Report as linked and is also available from the City Clerk's office and accessible from the City's website ([www.oxnard.gov](http://www.oxnard.gov)).
- Costs considered to be of General Benefit, as defined in the Report, are not allowed to be assessed to the properties and therefore are apportioned as a non-assessment fund expense.
- The General Fund is proposed to cover additional costs, including a one-time contribution to LMD 49, which are outlined in the Fiscal Impact section of this Report.
- The FY 2025-26 Proposed Operating Budget includes funds necessary to cover these costs.

- Additionally, LMD 54 is projected to have too high of a fund balance than allowed and subsequently, will be providing refunds to property owners within the district. The specific amount is outlined in the Fiscal Impact section of this Report.
- Funds received for the benefit of each district are restricted and can only be used within the district and for the purposes for which they were collected.

- Some of the District's applied assessment rates are proposed to increase from last year while others are expected to decrease. This is due to changes in expected maintenance expenses, completion of scheduled projects, services such as tree trimming, sidewalk grinding, removal and replacement of displaced sidewalks, irrigation repair, electrical systems repair, and lighting repair and replacement.
- In no district is the assessment levied at a rate that is higher than the maximum assessment.
- The deadline for delivering the assessment information to Ventura County is July 7, 2025.

- For FY 2025-26, the proposed assessment calculations are as follows (rounded):
  - \$1,579,318 in real property assessments;
  - \$116,451 interest income;
  - a general benefit contribution of \$220,437 from the General Fund;
  - a subsidy from the General Fund of \$101,418 for utilities;
  - a one-time assessment refund to property owners in LMD 54 in the total amount of \$30,927; and
  - a one-time general fund contribution to LMD-49 in the amount of \$55,401 in order to balance the District's fund.



# QUESTIONS





## FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

### REPORTS AGENDA ITEM NO. D.3

**DATE:** May 13, 2025

**TO:** Finance & Governance Committee

**FROM:** Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

**SUBJECT:** Fiscal Year (FY) 2025-26 Resolution to Levy Assessments in Mandalay Beach Maintenance District. (10 minutes)

### RECOMMENDATION

That the Finance & Governance Committee recommend that the City Council, acting as the legislative body for the Mandalay Beach Maintenance District:

1. Hold a Public Hearing on June 3, 2025, to receive public testimony regarding the proposed Fiscal Year 2025-26 assessments for the Mandalay Beach Maintenance District; and
2. Adopt a resolution to levy the special tax assessment for Fiscal Year 2025-26 within the Mandalay Beach Maintenance District for Fiscal Year 2025-26.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/aAmkz5nZ4XU>

### BACKGROUND

Special Districts is a Division of the Public Works Department and manages a total of 50 special financing districts, which includes one Maintenance Assessment District (the "District" or "MAD 4"). On November 22, 1983, the Mandalay Beach Maintenance District (MAD 4) was formed, pursuant to the Improvement Act of 1911, to recover the cost of the City's maintenance of the 36-acre beach area, plus landscaping the public rights-of-way within Tract No. 2923. The formation of the District was required as a condition of development imposed by the California Coastal Commission and as a provision of a development agreement with the City. The assessments are exempt from Article XIII D of the California Constitution by reason of Section 5 thereof.

The management of MAD 4 by the City became effective on July 1, 1986. On July 5, 1988, City Council adopted Resolution No. 9500, which shifted the bulk of the District's beach maintenance costs from the residents of The Colony to The Mandalay Beach Resort Hotel (Zachari Dunes, "The Hotel"). City Council adopted the current assessment amounts on April 6, 1999, via Resolution No. 11566. Due to the passage of Proposition 218, this assessment is capped at these rates, unless a Proposition 218 action is taken by the voters/property owners as required.

### DISCUSSION

The total cost for maintenance operations within MAD 4 for both beach and landscape maintenance in Fiscal

Year 2025-26 (FY 2025-26) is anticipated to be \$53,921. The total assessment levy for FY 2025-26 is unchanged from FY 2024-25 at \$39,446, and is computed as follows:

1. LANDSCAPE MAINTENANCE - \$21,346

The City's Special Districts Division manages the landscape areas along Falkirk Avenue, Harbor Boulevard, Mandalay Beach Road, and Costa del Oro. The District's combined budget for landscaping and beach maintenance costs for FY 2025-26 is \$53,921, of which the City's maximum allowable assessment in accordance with Resolution No. 11566 is \$21,346 for the purpose of landscape maintenance. In accordance with Resolution No. 9500, \$16,095 is paid by The Colony residential development, and \$5,251 is paid by The Hotel (75% to The Colony; 25% to The Hotel).

2. BEACH MAINTENANCE - \$18,100 (MAD 4 share split between The Colony and The Hotel)

The agreements between the City and the developers of MAD 4 assign the responsibility for beach maintenance costs based on the relative length of beach area that fronts both the Hotel and the public beach property (park). The total maximum assessment for beach maintenance is \$30,092 per Resolution 11,556 with \$45 for County assessment costs borne by the District. Per Resolution 9500, District responsibility for this assessment is \$18,055 (60%) and City responsibility as part of the total operating cost of Ololkoy Beach Park is \$12,037 (40%). The District's 60 percent and \$45 County Collection Fee obligation (\$18,100) is further apportioned into two parts. 75.4 percent (\$13,647) is paid by The Hotel and 24.6 percent (\$4,453) is paid by The Colony residents. The annual assessment for beach maintenance is as follows:

| <b>Annual Costs = \$30,137 (Incl. County Collection Fee)</b> | <b><u>District</u></b> | <b><u>City</u></b> |
|--------------------------------------------------------------|------------------------|--------------------|
| Percent Share of \$30,092                                    | x 60%                  | x 40%              |
| FY 2025-26 Shared Costs                                      | \$18,055               | \$12,037           |
| County Collection Fee                                        | \$45                   | \$0                |
| <b>Total Beach Maintenance Cost</b>                          | <b>\$18,100</b>        | <b>\$12,037</b>    |
|                                                              |                        |                    |
| Hotel Share (75.4% of \$18,100)                              | \$13,647               |                    |
| Colony's Share (24.6% of \$18,100)                           | \$4,453                |                    |

The maximum FY 2025-26 assessment for both landscaping (\$21,346) and beach maintenance (\$18,100) is **\$39,446**. The Hotel pays **\$18,898** (\$5,251 for landscaping + \$13,647 for beach maintenance) and The Colony residents pay **\$20,548** (\$16,095 + \$4,453). The County assessment fee is estimated to be \$45. The City's contribution for beach maintenance is set at \$12,037. The total FY 2025-26 budget for MAD 4 is proposed to be \$53,921. Any expenses beyond that which can be funded via the district's assessments and defined City contributions will be funded via district fund balance.

## STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

## FINANCIAL IMPACT

Property owners pay the assessments as part of their annual property tax bill. The assessments are a continuation of previously approved assessments. Funds received for the benefit of the District are restricted and can only be used to fund the services of the District.

For FY 2025-26, the proposed budget for MAD 4 is \$53,921. The City will assess the property owners within the District \$39,446 in FY 2025-26 to pay landscape maintenance costs and 60% of beach maintenance costs. The City's portion of the beach maintenance is 40% (\$12,037) and will be included in the Proposed Budget for FY 2025-26 as a transfer in contribution to MAD 4 from the General Fund for a combined total expected revenue of \$51,483.

*Prepared by: Steve Howlett, Assistant Public Works Director, Anthony Miller, Special Districts Manager*

#### **ATTACHMENTS**

1. Resolution Approving FY 2025-26 Levy of MAD 4
2. MAD 4 Assessment Roll FY 2025-26
3. MAD 4 Map of Authorized Improvements
4. City of Oxnard Resolution 9500
5. City of Oxnard Resolution 11566
6. Special Districts Map
7. Special Districts List
8. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD LEVYING A SPECIAL ASSESSMENT TAX FOR FISCAL YEAR 2025-26 WITHIN THE MANDALAY BEACH MAINTENANCE DISTRICT

WHEREAS, by Resolution No. 8586, adopted November 22, 1983, the City Council formed the Mandalay Beach Maintenance District ("the District") pursuant to the maintenance district provisions of the Improvement Act of 1911 (Streets and Highways Code section 5820 et. seq.); and;

WHEREAS, formation of the District was required as a condition to development imposed by the California Coastal Commission and also as part of a development agreement between the City and the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, the City Council is required by Streets and Highways Code section 5830 to estimate the cost of maintaining and operating the improvements within the District, to decide whether the cost of such maintenance and operation shall be borne wholly or partially by the District, and to levy a special assessment tax within the District sufficient to raise the money to pay for such cost; and

WHEREAS, the City Council wishes to levy such assessments for FY 2025-26 in an amount sufficient to cover all of the expense of maintaining the landscaping and to cover 60% of the expense of maintaining the beach area, with the City paying the remaining 40% of the latter expense; and

WHEREAS, assessments were levied in the District in Fiscal Year 2024-25, and such assessments are not proposed to increase in Fiscal Year 2025-26; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water, flood control, drainage systems and vector control, inasmuch as the beach is public right of way that serves much as a street, manages water and is part of the flood control and drainage systems in the District, and the landscaping is located in or adjacent to sidewalks, streets and other public rights of way and maintenance of the landscaping involves irrigation and vector control; and

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

WHEREAS, a description of the improvements and the proposed special assessment taxes on real property in the district is contained in the agenda report dated June 3, 2025 on file with the City Clerk ("the agenda report").

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

1. The City Council estimates the cost of maintaining and operating the improvements within the District for Fiscal Year 2025-26 at \$53,921, with \$39,446 to be paid from assessments and \$12,037 to be paid by the City, as more particularly set out in the agenda report. The \$39,446 is allocated as follows:

|                                     |          |
|-------------------------------------|----------|
| 100% of landscape maintenance costs | \$21,346 |
| 60% of beach maintenance costs      | \$18,100 |
| Total                               | \$39,446 |

2. The \$39,446 is apportioned among the property owners within the District, as follows:

24.6% of landscape maintenance costs to hotel parcel (APN #191-0-380-105)  
75.4% of landscape maintenance costs to Colony condominium parcels (440 APNs)  
24.6% of beach maintenance costs to Colony condominium parcels (440 APNs)  
75.4% of beach maintenance costs to hotel parcel (APN #191-0-380-105)

3. The City Council levies a special assessment tax for FY 2025-26 on the real property in the District as follows and attached herein:

APN #191-0-380-105 ..... \$18,898

\$46.70 on each of 440 Colony APNs ..... \$20,548

4. In accordance with Government Code section 36936.1, the City Clerk is instructed to cause this resolution to be published one time in a newspaper of general circulation within the City within 15 days after adoption.
5. In accordance with Government Code section 53901, the City Clerk is instructed to file with the Ventura County Auditor within 60 days from July 1, 2025, a certified copy of this resolution.

PASSED, APPROVED AND ADOPTED on this \_\_\_\_ day of June 2025 by the following vote:

AYES:

Resolution No.  
Special Tax for Mandalay Beach Maintenance District  
Page 3

NOES:

ABSENT:

ABSTAIN:

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Luis A. Mc Arthur, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lourdes A. Lopez, City Clerk

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Stephen M. Fischer, City Attorney

**City of Oxnard**  
**MAD No. 4 (Mandalay Beach)**  
**Final Billing Detail Report for Fiscal Year 2025/26**

| APN           | Address                | Assessment Total |
|---------------|------------------------|------------------|
| 191-0-380-105 | 2101 MANDALAY BEACH RD | \$18,898.00      |
| 191-0-390-015 | 2202 MARTINIQUE LN     | 46.70            |
| 191-0-390-025 | 2200 MARTINIQUE LN     | 46.70            |
| 191-0-390-035 | 2216 MARTINIQUE LN     | 46.70            |
| 191-0-390-045 | 2214 MARTINIQUE LN     | 46.70            |
| 191-0-390-055 | 2212 MARTINIQUE LN     | 46.70            |
| 191-0-390-065 | 2210 MARTINIQUE LN     | 46.70            |
| 191-0-390-075 | 2206 MARTINIQUE LN     | 46.70            |
| 191-0-390-085 | 2204 MARTINIQUE LN     | 46.70            |
| 191-0-390-095 | 2270 MARTINIQUE LN     | 46.70            |
| 191-0-390-105 | 2272 MARTINIQUE LN     | 46.70            |
| 191-0-390-115 | 2274 MARTINIQUE LN     | 46.70            |
| 191-0-390-125 | 2276 MARTINIQUE LN     | 46.70            |
| 191-0-390-135 | 2260 MARTINIQUE LN     | 46.70            |
| 191-0-390-145 | 2262 MARTINIQUE LN     | 46.70            |
| 191-0-390-155 | 2264 MARTINIQUE LN     | 46.70            |
| 191-0-390-165 | 2266 MARTINIQUE LN     | 46.70            |
| 191-0-390-175 | 2244 MARTINIQUE LN     | 46.70            |
| 191-0-390-185 | 2246 MARTINIQUE LN     | 46.70            |
| 191-0-390-195 | 2250 MARTINIQUE LN     | 46.70            |
| 191-0-390-205 | 2252 MARTINIQUE LN     | 46.70            |
| 191-0-390-215 | 2254 MARTINIQUE LN     | 46.70            |
| 191-0-390-225 | 2256 MARTINIQUE LN     | 46.70            |
| 191-0-390-235 | 2240 MARTINIQUE LN     | 46.70            |
| 191-0-390-245 | 2242 MARTINIQUE LN     | 46.70            |
| 191-0-390-255 | 2220 MARTINIQUE LN     | 46.70            |
| 191-0-390-265 | 2222 MARTINIQUE LN     | 46.70            |
| 191-0-390-275 | 2224 MARTINIQUE LN     | 46.70            |
| 191-0-390-285 | 2226 MARTINIQUE LN     | 46.70            |
| 191-0-390-295 | 2230 MARTINIQUE LN     | 46.70            |
| 191-0-390-305 | 2232 MARTINIQUE LN     | 46.70            |
| 191-0-390-315 | 2234 MARTINIQUE LN     | 46.70            |
| 191-0-390-325 | 2236 MARTINIQUE LN     | 46.70            |
| 191-0-390-335 | 2327 MARTINIQUE LN     | 46.70            |
| 191-0-390-345 | 2325 MARTINIQUE LN     | 46.70            |
| 191-0-390-355 | 2321 MARTINIQUE LN     | 46.70            |
| 191-0-390-365 | 2323 MARTINIQUE LN     | 46.70            |
| 191-0-390-375 | 2341 MARTINIQUE LN     | 46.70            |
| 191-0-390-385 | 2343 MARTINIQUE LN     | 46.70            |
| 191-0-390-395 | 2347 MARTINIQUE LN     | 46.70            |
| 191-0-390-405 | 2345 MARTINIQUE LN     | 46.70            |
| 191-0-390-415 | 2357 MARTINIQUE LN     | 46.70            |

Slight variances may occur due to rounding



**City of Oxnard**  
**MAD No. 4 (Mandalay Beach)**  
**Final Billing Detail Report for Fiscal Year 2025/26**

| APN           | Address            | Assessment Total |
|---------------|--------------------|------------------|
| 191-0-390-425 | 2355 MARTINIQUE LN | 46.70            |
| 191-0-390-435 | 2353 MARTINIQUE LN | 46.70            |
| 191-0-390-445 | 2351 MARTINIQUE LN | 46.70            |
| 191-0-390-455 | 2367 MARTINIQUE LN | 46.70            |
| 191-0-390-465 | 2365 MARTINIQUE LN | 46.70            |
| 191-0-390-475 | 2363 MARTINIQUE LN | 46.70            |
| 191-0-390-485 | 2361 MARTINIQUE LN | 46.70            |
| 191-0-390-495 | 2377 MARTINIQUE LN | 46.70            |
| 191-0-390-505 | 2375 MARTINIQUE LN | 46.70            |
| 191-0-390-515 | 2373 MARTINIQUE LN | 46.70            |
| 191-0-390-525 | 2371 MARTINIQUE LN | 46.70            |
| 191-0-390-535 | 2387 MARTINIQUE LN | 46.70            |
| 191-0-390-545 | 2385 MARTINIQUE LN | 46.70            |
| 191-0-390-555 | 2383 MARTINIQUE LN | 46.70            |
| 191-0-390-565 | 2381 MARTINIQUE LN | 46.70            |
| 191-0-390-575 | 2382 VINA DEL MAR  | 46.70            |
| 191-0-390-585 | 2380 VINA DEL MAR  | 46.70            |
| 191-0-390-595 | 2376 VINA DEL MAR  | 46.70            |
| 191-0-390-605 | 2374 VINA DEL MAR  | 46.70            |
| 191-0-390-615 | 2372 VINA DEL MAR  | 46.70            |
| 191-0-390-625 | 2370 VINA DEL MAR  | 46.70            |
| 191-0-390-635 | 2386 MARTINIQUE LN | 46.70            |
| 191-0-390-645 | 2384 VINA DEL MAR  | 46.70            |
| 191-0-390-655 | 2275 MARTINIQUE LN | 46.70            |
| 191-0-390-665 | 2277 MARTINIQUE LN | 46.70            |
| 191-0-390-675 | 2281 MARTINIQUE LN | 46.70            |
| 191-0-390-685 | 2283 MARTINIQUE LN | 46.70            |
| 191-0-390-695 | 2285 MARTINIQUE LN | 46.70            |
| 191-0-390-705 | 2287 MARTINIQUE LN | 46.70            |
| 191-0-390-715 | 2271 MARTINIQUE LN | 46.70            |
| 191-0-390-725 | 2273 MARTINIQUE LN | 46.70            |
| 191-0-390-735 | 2317 MARTINIQUE LN | 46.70            |
| 191-0-390-745 | 2315 MARTINIQUE LN | 46.70            |
| 191-0-390-755 | 2313 MARTINIQUE LN | 46.70            |
| 191-0-390-765 | 2311 MARTINIQUE LN | 46.70            |
| 191-0-390-775 | 2307 MARTINIQUE LN | 46.70            |
| 191-0-390-785 | 2305 MARTINIQUE LN | 46.70            |
| 191-0-390-795 | 2303 MARTINIQUE LN | 46.70            |
| 191-0-390-805 | 2301 MARTINIQUE LN | 46.70            |
| 191-0-390-815 | 2221 MARTINIQUE LN | 46.70            |
| 191-0-390-825 | 2223 MARTINIQUE LN | 46.70            |
| 191-0-390-835 | 2225 MARTINIQUE LN | 46.70            |

Slight variances may occur due to rounding

**City of Oxnard**  
**MAD No. 4 (Mandalay Beach)**  
**Final Billing Detail Report for Fiscal Year 2025/26**

| APN           | Address            | Assessment Total |
|---------------|--------------------|------------------|
| 191-0-390-845 | 2227 MARTINIQUE LN | 46.70            |
| 191-0-390-855 | 2231 MARTINIQUE LN | 46.70            |
| 191-0-390-865 | 2233 MARTINIQUE LN | 46.70            |
| 191-0-390-875 | 2235 MARTINIQUE LN | 46.70            |
| 191-0-390-885 | 2237 MARTINIQUE LN | 46.70            |
| 191-0-390-895 | 2243 MARTINIQUE LN | 46.70            |
| 191-0-390-905 | 2241 MARTINIQUE LN | 46.70            |
| 191-0-390-915 | 2257 MARTINIQUE LN | 46.70            |
| 191-0-390-925 | 2255 MARTINIQUE LN | 46.70            |
| 191-0-390-935 | 2261 MARTINIQUE LN | 46.70            |
| 191-0-390-945 | 2263 MARTINIQUE LN | 46.70            |
| 191-0-390-955 | 2267 MARTINIQUE LN | 46.70            |
| 191-0-390-965 | 2265 MARTINIQUE LN | 46.70            |
| 191-0-390-975 | 2355 VINA DEL MAR  | 46.70            |
| 191-0-390-985 | 2353 VINA DEL MAR  | 46.70            |
| 191-0-400-015 | 2351 VINA DEL MAR  | 46.70            |
| 191-0-400-025 | 2345 VINA DEL MAR  | 46.70            |
| 191-0-400-035 | 2343 VINA DEL MAR  | 46.70            |
| 191-0-400-045 | 2341 VINA DEL MAR  | 46.70            |
| 191-0-400-055 | 2339 VINA DEL MAR  | 46.70            |
| 191-0-400-065 | 2337 VINA DEL MAR  | 46.70            |
| 191-0-400-075 | 2335 VINA DEL MAR  | 46.70            |
| 191-0-400-085 | 2333 VINA DEL MAR  | 46.70            |
| 191-0-400-095 | 2331 VINA DEL MAR  | 46.70            |
| 191-0-400-105 | 2325 VINA DEL MAR  | 46.70            |
| 191-0-400-115 | 2323 VINA DEL MAR  | 46.70            |
| 191-0-400-125 | 2321 VINA DEL MAR  | 46.70            |
| 191-0-400-135 | 2317 VINA DEL MAR  | 46.70            |
| 191-0-400-145 | 2315 VINA DEL MAR  | 46.70            |
| 191-0-400-155 | 2313 VINA DEL MAR  | 46.70            |
| 191-0-400-165 | 2311 VINA DEL MAR  | 46.70            |
| 191-0-400-175 | 2305 VINA DEL MAR  | 46.70            |
| 191-0-400-185 | 2303 VINA DEL MAR  | 46.70            |
| 191-0-400-195 | 2301 VINA DEL MAR  | 46.70            |
| 191-0-400-205 | 2227 VINA DEL MAR  | 46.70            |
| 191-0-400-215 | 2225 VINA DEL MAR  | 46.70            |
| 191-0-400-225 | 2223 VINA DEL MAR  | 46.70            |
| 191-0-400-235 | 2221 VINA DEL MAR  | 46.70            |
| 191-0-400-245 | 2215 VINA DEL MAR  | 46.70            |
| 191-0-400-255 | 2213 VINA DEL MAR  | 46.70            |
| 191-0-400-265 | 2211 VINA DEL MAR  | 46.70            |
| 191-0-400-275 | 2205 VINA DEL MAR  | 46.70            |

Slight variances may occur due to rounding

**City of Oxnard**  
**MAD No. 4 (Mandalay Beach)**  
**Final Billing Detail Report for Fiscal Year 2025/26**

| APN           | Address            | Assessment Total |
|---------------|--------------------|------------------|
| 191-0-400-285 | 2203 VINA DEL MAR  | 46.70            |
| 191-0-400-295 | 2200 VINA DEL MAR  | 46.70            |
| 191-0-400-305 | 2202 VINA DEL MAR  | 46.70            |
| 191-0-400-315 | 2204 VINA DEL MAR  | 46.70            |
| 191-0-400-325 | 2206 VINA DEL MAR  | 46.70            |
| 191-0-400-335 | 2208 VINA DEL MAR  | 46.70            |
| 191-0-400-345 | 2220 CANNES SQ     | 46.70            |
| 191-0-400-355 | 2222 CANNES SQ     | 46.70            |
| 191-0-400-365 | 2224 CANNES SQ     | 46.70            |
| 191-0-400-375 | 2226 CANNES SQ     | 46.70            |
| 191-0-400-385 | 2230 CANNES SQ     | 46.70            |
| 191-0-400-395 | 2232 CANNES SQ     | 46.70            |
| 191-0-400-405 | 2234 CANNES SQ     | 46.70            |
| 191-0-400-415 | 2236 CANNES SQ     | 46.70            |
| 191-0-400-425 | 2364 VINA DEL MAR  | 46.70            |
| 191-0-400-435 | 2362 VINA DEL MAR  | 46.70            |
| 191-0-400-445 | 2360 VINA DEL MAR  | 46.70            |
| 191-0-400-455 | 2354 VINA DEL MAR  | 46.70            |
| 191-0-400-465 | 2352 VINA DEL MAR  | 46.70            |
| 191-0-400-475 | 2350 VINA DEL MAR  | 46.70            |
| 191-0-400-485 | 2336 VINA DEL MAR  | 46.70            |
| 191-0-400-495 | 2334 VINA DEL MAR  | 46.70            |
| 191-0-400-505 | 2332 VINA DEL MAR  | 46.70            |
| 191-0-400-515 | 2330 VINA DEL MAR  | 46.70            |
| 191-0-400-525 | 2246 CANNES SQ     | 46.70            |
| 191-0-400-535 | 2244 CANNES SQ     | 46.70            |
| 191-0-400-545 | 2242 CANNES SQ     | 46.70            |
| 191-0-400-555 | 2240 CANNES SQ     | 46.70            |
| 191-0-400-565 | 2214 CANNES SQ     | 46.70            |
| 191-0-400-575 | 2212 CANNES SQ     | 46.70            |
| 191-0-400-585 | 2210 CANNES SQ     | 46.70            |
| 191-0-400-595 | 2245 MARTINIQUE LN | 46.70            |
| 191-0-400-605 | 2247 MARTINIQUE LN | 46.70            |
| 191-0-400-615 | 2251 MARTINIQUE LN | 46.70            |
| 191-0-400-625 | 2253 MARTINIQUE LN | 46.70            |
| 191-0-410-015 | 2121 VINA DEL MAR  | 46.70            |
| 191-0-410-025 | 2123 VINA DEL MAR  | 46.70            |
| 191-0-410-035 | 2125 VINA DEL MAR  | 46.70            |
| 191-0-410-045 | 2127 VINA DEL MAR  | 46.70            |
| 191-0-410-055 | 2201 VINA DEL MAR  | 46.70            |
| 191-0-410-065 | 2183 MARTINIQUE LN | 46.70            |
| 191-0-410-075 | 2181 MARTINIQUE LN | 46.70            |

Slight variances may occur due to rounding

**City of Oxnard**  
**MAD No. 4 (Mandalay Beach)**  
**Final Billing Detail Report for Fiscal Year 2025/26**

| APN           | Address              | Assessment Total |
|---------------|----------------------|------------------|
| 191-0-410-085 | 2187 MARTINIQUE LN   | 46.70            |
| 191-0-410-095 | 2185 MARTINIQUE LN   | 46.70            |
| 191-0-410-105 | 2175 MARTINIQUE LN   | 46.70            |
| 191-0-410-115 | 2177 MARTINIQUE LN   | 46.70            |
| 191-0-410-125 | 2173 MARTINIQUE LN   | 46.70            |
| 191-0-410-135 | 2171 MARTINIQUE LN   | 46.70            |
| 191-0-410-145 | 2121 MARTINIQUE LN   | 46.70            |
| 191-0-410-155 | 2123 MARTINIQUE LN   | 46.70            |
| 191-0-410-165 | 2127 MARTINIQUE LN   | 46.70            |
| 191-0-410-175 | 2125 MARTINIQUE LN   | 46.70            |
| 191-0-410-185 | 2131 MARTINIQUE LN   | 46.70            |
| 191-0-410-195 | 2133 MARTINIQUE LN   | 46.70            |
| 191-0-410-205 | 2135 MARTINIQUE LN   | 46.70            |
| 191-0-410-215 | 2137 MARTINIQUE LN   | 46.70            |
| 191-0-410-225 | 2141 MARTINIQUE LN   | 46.70            |
| 191-0-410-235 | 2143 MARTINIQUE LN   | 46.70            |
| 191-0-410-245 | 2145 MARTINIQUE LN   | 46.70            |
| 191-0-410-255 | 2147 MARTINIQUE LN   | 46.70            |
| 191-0-410-265 | 2165 MARTINIQUE LN   | 46.70            |
| 191-0-410-275 | 2167 MARTINIQUE LN   | 46.70            |
| 191-0-410-285 | 2151 MARTINIQUE LN   | 46.70            |
| 191-0-410-295 | 2153 MARTINIQUE LN   | 46.70            |
| 191-0-410-305 | 2155 MARTINIQUE LN   | 46.70            |
| 191-0-410-315 | 2157 MARTINIQUE LN   | 46.70            |
| 191-0-410-325 | 2161 MARTINIQUE LN   | 46.70            |
| 191-0-410-335 | 2163 MARTINIQUE LN   | 46.70            |
| 191-0-410-345 | 2101 MARTINIQUE ST   | 46.70            |
| 191-0-410-355 | 2103 MARTINIQUE LN   | 46.70            |
| 191-0-410-365 | 2105 MARTINIQUE ST   | 46.70            |
| 191-0-410-375 | 2107 MARTINIQUE ST   | 46.70            |
| 191-0-410-385 | 2111 MARTINIQUE ST   | 46.70            |
| 191-0-410-395 | 2113 MARTINIQUE ST   | 46.70            |
| 191-0-410-405 | 2115 MARTINIQUE LN   | 46.70            |
| 191-0-410-415 | 2117 MARTINIQUE LN   | 46.70            |
| 191-0-410-425 | 2110 VINA DEL MAR ST | 46.70            |
| 191-0-410-435 | 2112 VINA DEL MAR ST | 46.70            |
| 191-0-410-445 | 2114 VINA DEL MAR ST | 46.70            |
| 191-0-410-455 | 2116 VINA DEL MAR ST | 46.70            |
| 191-0-410-465 | 2120 VINA DEL MAR ST | 46.70            |
| 191-0-410-475 | 2122 VINA DEL MAR ST | 46.70            |
| 191-0-410-485 | 2124 VINA DEL MAR ST | 46.70            |
| 191-0-430-015 | 4504 ANTIGUA WAY     | 46.70            |

Slight variances may occur due to rounding

**City of Oxnard**  
**MAD No. 4 (Mandalay Beach)**  
**Final Billing Detail Report for Fiscal Year 2025/26**

| APN           | Address          | Assessment Total |
|---------------|------------------|------------------|
| 191-0-430-025 | 4506 ANTIGUA WAY | 46.70            |
| 191-0-430-035 | 4510 ANTIGUA WAY | 46.70            |
| 191-0-430-045 | 4512 ANTIGUA WAY | 46.70            |
| 191-0-430-055 | 4514 ANTIGUA WAY | 46.70            |
| 191-0-430-065 | 4516 ANTIGUA WAY | 46.70            |
| 191-0-430-075 | 4500 ANTIGUA WAY | 46.70            |
| 191-0-430-085 | 4502 ANTIGUA WAY | 46.70            |
| 191-0-430-095 | 4496 ANTIGUA WAY | 46.70            |
| 191-0-430-105 | 4494 ANTIGUA WAY | 46.70            |
| 191-0-430-115 | 4492 ANTIGUA WAY | 46.70            |
| 191-0-430-125 | 4490 ANTIGUA WAY | 46.70            |
| 191-0-430-135 | 4486 ANTIGUA WAY | 46.70            |
| 191-0-430-145 | 4484 ANTIGUA WAY | 46.70            |
| 191-0-430-155 | 4482 ANTIGUA WAY | 46.70            |
| 191-0-430-165 | 4480 ANTIGUA WAY | 46.70            |
| 191-0-430-175 | 4475 ANTIGUA WAY | 46.70            |
| 191-0-430-185 | 4477 ANTIGUA WAY | 46.70            |
| 191-0-430-195 | 4471 ANTIGUA WAY | 46.70            |
| 191-0-430-205 | 4473 ANTIGUA WAY | 46.70            |
| 191-0-430-215 | 4476 ANTIGUA WAY | 46.70            |
| 191-0-430-225 | 4474 ANTIGUA WAY | 46.70            |
| 191-0-430-235 | 4472 ANTIGUA WAY | 46.70            |
| 191-0-430-245 | 4470 ANTIGUA WAY | 46.70            |
| 191-0-430-255 | 4466 ANTIGUA WAY | 46.70            |
| 191-0-430-265 | 4464 ANTIGUA WAY | 46.70            |
| 191-0-430-275 | 4462 ANTIGUA WAY | 46.70            |
| 191-0-430-285 | 4460 ANTIGUA WAY | 46.70            |
| 191-0-430-295 | 4444 ANTIGUA WAY | 46.70            |
| 191-0-430-305 | 4446 ANTIGUA WAY | 46.70            |
| 191-0-430-315 | 4450 ANTIGUA WAY | 46.70            |
| 191-0-430-325 | 4452 ANTIGUA WAY | 46.70            |
| 191-0-430-335 | 4454 ANTIGUA WAY | 46.70            |
| 191-0-430-345 | 4456 ANTIGUA WAY | 46.70            |
| 191-0-430-355 | 4440 ANTIGUA WAY | 46.70            |
| 191-0-430-365 | 4442 ANTIGUA WAY | 46.70            |
| 191-0-430-375 | 4434 ANTIGUA WAY | 46.70            |
| 191-0-430-385 | 4436 ANTIGUA WAY | 46.70            |
| 191-0-430-395 | 4432 ANTIGUA WAY | 46.70            |
| 191-0-430-405 | 4430 ANTIGUA WAY | 46.70            |
| 191-0-430-415 | 4455 ANTIGUA WAY | 46.70            |
| 191-0-430-425 | 4457 ANTIGUA WAY | 46.70            |
| 191-0-430-435 | 4461 ANTIGUA WAY | 46.70            |

Slight variances may occur due to rounding

**City of Oxnard**  
**MAD No. 4 (Mandalay Beach)**  
**Final Billing Detail Report for Fiscal Year 2025/26**

| APN           | Address          | Assessment Total |
|---------------|------------------|------------------|
| 191-0-430-445 | 4463 ANTIGUA WAY | 46.70            |
| 191-0-430-455 | 4465 ANTIGUA WAY | 46.70            |
| 191-0-430-465 | 4467 ANTIGUA WAY | 46.70            |
| 191-0-430-475 | 4451 ANTIGUA WAY | 46.70            |
| 191-0-430-485 | 4453 ANTIGUA WAY | 46.70            |
| 191-0-430-495 | 4445 ANTIGUA WAY | 46.70            |
| 191-0-430-505 | 4447 ANTIGUA WAY | 46.70            |
| 191-0-430-515 | 4443 ANTIGUA WAY | 46.70            |
| 191-0-430-525 | 4441 ANTIGUA WAY | 46.70            |
| 191-0-430-535 | 4433 ANTIGUA WAY | 46.70            |
| 191-0-430-545 | 4431 ANTIGUA WAY | 46.70            |
| 191-0-430-555 | 4427 ANTIGUA WAY | 46.70            |
| 191-0-430-565 | 4425 ANTIGUA WAY | 46.70            |
| 191-0-430-575 | 4423 ANTIGUA WAY | 46.70            |
| 191-0-430-585 | 4421 ANTIGUA WAY | 46.70            |
| 191-0-430-595 | 4437 ANTIGUA WAY | 46.70            |
| 191-0-430-605 | 4435 ANTIGUA WAY | 46.70            |
| 191-0-430-615 | 4413 ANTIGUA WAY | 46.70            |
| 191-0-430-625 | 4411 ANTIGUA WAY | 46.70            |
| 191-0-430-635 | 4407 ANTIGUA WAY | 46.70            |
| 191-0-430-645 | 4405 ANTIGUA WAY | 46.70            |
| 191-0-430-655 | 4403 ANTIGUA WAY | 46.70            |
| 191-0-430-665 | 4401 ANTIGUA WAY | 46.70            |
| 191-0-430-675 | 4417 ANTIGUA WAY | 46.70            |
| 191-0-430-685 | 4415 ANTIGUA WAY | 46.70            |
| 191-0-430-695 | 4481 ANTIGUA WAY | 46.70            |
| 191-0-430-705 | 4487 ANTIGUA WAY | 46.70            |
| 191-0-430-715 | 4483 ANTIGUA WAY | 46.70            |
| 191-0-430-725 | 4485 ANTIGUA WAY | 46.70            |
| 191-0-440-015 | 2065 MAJORCA DR  | 46.70            |
| 191-0-440-025 | 2067 MAJORCA DR  | 46.70            |
| 191-0-440-035 | 2063 MAJORCA DR  | 46.70            |
| 191-0-440-045 | 2061 MAJORCA DR  | 46.70            |
| 191-0-440-055 | 2055 MAJORCA DR  | 46.70            |
| 191-0-440-065 | 2057 MAJORCA DR  | 46.70            |
| 191-0-440-075 | 2053 MAJORCA DR  | 46.70            |
| 191-0-440-085 | 2051 MAJORCA DR  | 46.70            |
| 191-0-440-095 | 2013 MAJORCA DR  | 46.70            |
| 191-0-440-105 | 2011 MAJORCA DR  | 46.70            |
| 191-0-440-115 | 2005 MAJORCA DR  | 46.70            |
| 191-0-440-125 | 2007 MAJORCA DR  | 46.70            |
| 191-0-440-135 | 2003 MAJORCA DR  | 46.70            |

Slight variances may occur due to rounding

**City of Oxnard**  
**MAD No. 4 (Mandalay Beach)**  
**Final Billing Detail Report for Fiscal Year 2025/26**

| APN           | Address         | Assessment Total |
|---------------|-----------------|------------------|
| 191-0-440-145 | 2001 MAJORCA DR | 46.70            |
| 191-0-440-155 | 2015 MAJORCA DR | 46.70            |
| 191-0-440-165 | 2017 MAJORCA DR | 46.70            |
| 191-0-440-175 | 2023 MAJORCA DR | 46.70            |
| 191-0-440-185 | 2021 MAJORCA DR | 46.70            |
| 191-0-440-195 | 2025 MAJORCA DR | 46.70            |
| 191-0-440-205 | 2027 MAJORCA DR | 46.70            |
| 191-0-440-215 | 2033 MAJORCA DR | 46.70            |
| 191-0-440-225 | 2031 MAJORCA DR | 46.70            |
| 191-0-440-235 | 2035 MAJORCA DR | 46.70            |
| 191-0-440-245 | 2037 MAJORCA DR | 46.70            |
| 191-0-440-255 | 2043 MAJORCA DR | 46.70            |
| 191-0-440-265 | 2041 MAJORCA DR | 46.70            |
| 191-0-440-275 | 2047 MAJORCA DR | 46.70            |
| 191-0-440-285 | 2045 MAJORCA DR | 46.70            |
| 191-0-440-295 | 1965 MAJORCA DR | 46.70            |
| 191-0-440-305 | 1967 MAJORCA DR | 46.70            |
| 191-0-440-315 | 1973 MAJORCA DR | 46.70            |
| 191-0-440-325 | 1971 MAJORCA DR | 46.70            |
| 191-0-440-335 | 1975 MAJORCA DR | 46.70            |
| 191-0-440-345 | 1977 MAJORCA DR | 46.70            |
| 191-0-440-355 | 1963 MAJORCA DR | 46.70            |
| 191-0-440-365 | 1961 MAJORCA DR | 46.70            |
| 191-0-440-375 | 1955 MAJORCA DR | 46.70            |
| 191-0-440-385 | 1957 MAJORCA DR | 46.70            |
| 191-0-440-395 | 1953 MAJORCA DR | 46.70            |
| 191-0-440-405 | 1951 MAJORCA DR | 46.70            |
| 191-0-440-415 | 1945 MAJORCA DR | 46.70            |
| 191-0-440-425 | 1947 MAJORCA DR | 46.70            |
| 191-0-440-435 | 1943 MAJORCA DR | 46.70            |
| 191-0-440-445 | 1941 MAJORCA DR | 46.70            |
| 191-0-440-455 | 1933 MAJORCA DR | 46.70            |
| 191-0-440-465 | 1931 MAJORCA DR | 46.70            |
| 191-0-440-475 | 1937 MAJORCA DR | 46.70            |
| 191-0-440-485 | 1935 MAJORCA DR | 46.70            |
| 191-0-440-495 | 1923 MAJORCA    | 46.70            |
| 191-0-440-505 | 1921 MAJORCA DR | 46.70            |
| 191-0-440-515 | 1927 MAJORCA DR | 46.70            |
| 191-0-440-525 | 1925 MAJORCA DR | 46.70            |
| 191-0-440-535 | 1913 MAJORCA DR | 46.70            |
| 191-0-440-545 | 1911 MAJORCA DR | 46.70            |
| 191-0-440-555 | 1915 MAJORCA DR | 46.70            |

Slight variances may occur due to rounding



**City of Oxnard**  
**MAD No. 4 (Mandalay Beach)**  
**Final Billing Detail Report for Fiscal Year 2025/26**

| APN           | Address               | Assessment Total |
|---------------|-----------------------|------------------|
| 191-0-440-565 | 1917 MAJORCA DR       | 46.70            |
| 191-0-440-575 | 1903 MAJORCA DR       | 46.70            |
| 191-0-440-585 | 1901 MAJORCA DR       | 46.70            |
| 191-0-440-595 | 1905 MAJORCA DR       | 46.70            |
| 191-0-440-605 | 1907 MAJORCA DR       | 46.70            |
| 191-0-440-615 | 1902 MAJORCA DR       | 46.70            |
| 191-0-440-625 | 1906 MAJORCA DR       | 46.70            |
| 191-0-440-635 | 1912 MAJORCA DR       | 46.70            |
| 191-0-440-645 | 1900 MAJORCA DR       | 46.70            |
| 191-0-440-655 | 1904 MAJORCA DR       | 46.70            |
| 191-0-440-665 | 1910 MAJORCA          | 46.70            |
| 191-0-440-675 | 1914 MAJORCA DR       | 46.70            |
| 191-0-440-685 | 1916 MAJORCA DR       | 46.70            |
| 191-0-450-015 | 1983 SAN SEBASTIAN DR | 46.70            |
| 191-0-450-025 | 1981 SAN SEBASTIAN DR | 46.70            |
| 191-0-450-035 | 1985 SAN SEBASTIAN DR | 46.70            |
| 191-0-450-045 | 1987 SAN SEBASTIAN DR | 46.70            |
| 191-0-450-055 | 2013 SAN SEBASTIAN DR | 46.70            |
| 191-0-450-065 | 2011 SAN SEBASTIAN DR | 46.70            |
| 191-0-450-075 | 2015 SAN SEBASTIAN DR | 46.70            |
| 191-0-450-085 | 2017 SAN SEBASTIAN DR | 46.70            |
| 191-0-450-095 | 2023 SAN SEBASTIAN DR | 46.70            |
| 191-0-450-105 | 2021 SAN SEBASTIAN DR | 46.70            |
| 191-0-450-115 | 2025 SAN SEBASTIAN DR | 46.70            |
| 191-0-450-125 | 2027 SAN SEBASTIAN DR | 46.70            |
| 191-0-450-135 | 2043 SAN SEBASTIAN DR | 46.70            |
| 191-0-450-145 | 2041 SAN SEBASTIAN DR | 46.70            |
| 191-0-450-155 | 2045 SAN SEBASTIAN DR | 46.70            |
| 191-0-450-165 | 2047 SAN SEBASTIAN DR | 46.70            |
| 191-0-450-175 | 2063 SAN SEBASTIAN DR | 46.70            |
| 191-0-450-185 | 2061 SAN SEBASTIAN DR | 46.70            |
| 191-0-450-195 | 2065 SAN SEBASTIAN DR | 46.70            |
| 191-0-450-205 | 2067 SAN SEBASTIAN DR | 46.70            |
| 191-0-460-015 | 1967 SAN SEBASTIAN DR | 46.70            |
| 191-0-460-025 | 1965 SAN SEBASTIAN DR | 46.70            |
| 191-0-460-035 | 1961 SAN SEBASTIAN DR | 46.70            |
| 191-0-460-045 | 1963 SAN SEBASTIAN DR | 46.70            |
| 191-0-460-055 | 4766 SAN SEBASTIAN DR | 46.70            |
| 191-0-460-065 | 4764 SAN SEBASTIAN DR | 46.70            |
| 191-0-460-075 | 4760 SAN SEBASTIAN DR | 46.70            |
| 191-0-460-085 | 4762 SAN SEBASTIAN DR | 46.70            |
| 191-0-460-095 | 4746 SAN SEBASTIAN DR | 46.70            |

Slight variances may occur due to rounding

**City of Oxnard**  
**MAD No. 4 (Mandalay Beach)**  
**Final Billing Detail Report for Fiscal Year 2025/26**

| APN           | Address               | Assessment Total |
|---------------|-----------------------|------------------|
| 191-0-460-105 | 4744 SAN SEBASTIAN DR | 46.70            |
| 191-0-460-115 | 4740 SAN SEBASTIAN DR | 46.70            |
| 191-0-460-125 | 4742 SAN SEBASTIAN DR | 46.70            |
| 191-0-460-135 | 4726 SAN SEBASTIAN DR | 46.70            |
| 191-0-460-145 | 4724 SAN SEBASTIAN DR | 46.70            |
| 191-0-460-155 | 4720 SAN SEBASTIAN DR | 46.70            |
| 191-0-460-165 | 4722 SAN SEBASTIAN DR | 46.70            |
| 191-0-460-175 | 4706 SAN SEBASTIAN DR | 46.70            |
| 191-0-460-185 | 4704 SAN SEBASTIAN DR | 46.70            |
| 191-0-460-195 | 4700 SAN SEBASTIAN DR | 46.70            |
| 191-0-460-205 | 4702 SAN SEBASTIAN DR | 46.70            |
| 191-0-460-215 | 4676 SAN SEBASTIAN DR | 46.70            |
| 191-0-460-225 | 4674 SAN SEBASTIAN DR | 46.70            |
| 191-0-460-235 | 4670 SAN SEBASTIAN DR | 46.70            |
| 191-0-460-245 | 4672 SAN SEBASTIAN DR | 46.70            |
| 191-0-460-265 | 1932 SAN TROPEZ CIR   | 46.70            |
| 191-0-460-275 | 1930 SAN TROPEZ CIR   | 46.70            |
| 191-0-460-285 | 1934 SAN TROPEZ CIR   | 46.70            |
| 191-0-460-295 | 1936 SAN TROPEZ CIR   | 46.70            |
| 191-0-460-305 | 1952 SAN TROPEZ CIR   | 46.70            |
| 191-0-460-315 | 1950 SAN TROPEZ CIR   | 46.70            |
| 191-0-460-325 | 1954 SAN TROPEZ CIR   | 46.70            |
| 191-0-460-335 | 1956 SAN TROPEZ CIR   | 46.70            |
| 191-0-460-345 | 1960 SAN TROPEZ CIR   | 46.70            |
| 191-0-460-355 | 1962 SAN TROPEZ CIR   | 46.70            |
| 191-0-460-365 | 1964 SAN TROPEZ CIR   | 46.70            |
| 191-0-460-375 | 1966 SAN TROPEZ CIR   | 46.70            |
| 191-0-460-385 | 1970 SAN TROPEZ CIR   | 46.70            |
| 191-0-460-395 | 1972 SAN TROPEZ CIR   | 46.70            |
| 191-0-460-405 | 1974 SAN TROPEZ CIR   | 46.70            |
| 191-0-460-415 | 1976 SAN TROPEZ CIR   | 46.70            |
| 191-0-460-425 | 1982 SAN TROPEZ CIR   | 46.70            |
| 191-0-460-435 | 1980 SAN TROPEZ CIR   | 46.70            |
| 191-0-460-445 | 1984 SAN TROPEZ CIR   | 46.70            |
| 191-0-460-455 | 1986 SAN TROPEZ CIR   | 46.70            |
| 191-0-460-465 | 2007 SAN TROPEZ CIR   | 46.70            |
| 191-0-460-475 | 2005 SAN TROPEZ CIR   | 46.70            |
| 191-0-460-485 | 2001 SAN TROPEZ CIR   | 46.70            |
| 191-0-460-495 | 2003 SAN TROPEZ CIR   | 46.70            |
| 191-0-460-505 | 4737 SAN SEBASTIAN DR | 46.70            |
| 191-0-460-515 | 4735 SAN SEBASTIAN DR | 46.70            |
| 191-0-460-525 | 4731 SAN SEBASTIAN DR | 46.70            |

Slight variances may occur due to rounding

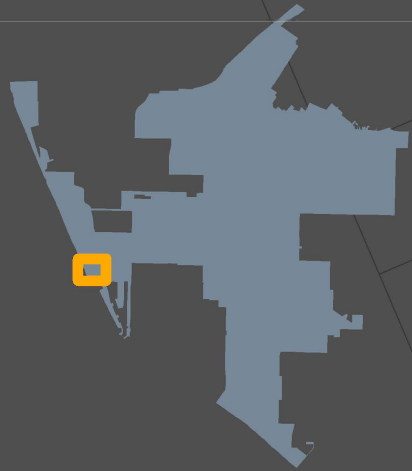
**City of Oxnard**  
**MAD No. 4 (Mandalay Beach)**  
**Final Billing Detail Report for Fiscal Year 2025/26**

| APN                 | Address               | Assessment Total   |
|---------------------|-----------------------|--------------------|
| 191-0-460-535       | 4733 SAN SEBASTIAN DR | 46.70              |
| 191-0-460-545       | 4717 SAN SEBASTIAN DR | 46.70              |
| 191-0-460-555       | 4715 SAN SEBASTIAN DR | 46.70              |
| 191-0-460-565       | 4711 SAN SEBASTIAN DR | 46.70              |
| 191-0-460-575       | 4713 SAN SEBASTIAN DR | 46.70              |
| 191-0-460-585       | 4691 SAN SEBASTIAN DR | 46.70              |
| 191-0-460-595       | 4693 SAN SEBASTIAN DR | 46.70              |
| 191-0-460-605       | 4695 SAN SEBASTIAN DR | 46.70              |
| 191-0-460-615       | 4697 SAN SEBASTIAN DR | 46.70              |
| 191-0-460-625       | 4681 SAN SEBASTIAN DR | 46.70              |
| 191-0-460-635       | 4683 SAN SEBASTIAN DR | 46.70              |
| 191-0-460-645       | 4685 SAN SEBASTIAN DR | 46.70              |
| 191-0-460-655       | 4687 SAN SEBASTIAN DR | 46.70              |
| 191-0-460-665       | 1943 SAN TROPEZ CIR   | 46.70              |
| 191-0-460-675       | 1941 SAN TROPEZ CIR   | 46.70              |
| 191-0-460-685       | 1945 SAN TROPEZ CIR   | 46.70              |
| 191-0-460-695       | 1947 SAN TROPEZ CIR   | 46.70              |
| 191-0-460-705       | 1990 SAN TROPEZ CIR   | 46.70              |
| 191-0-460-715       | 1992 SAN TROPEZ CIR   | 46.70              |
| 191-0-460-725       | 1996 SAN TROPEZ CIR   | 46.70              |
| 191-0-460-735       | 1994 SAN TROPEZ CIR   | 46.70              |
| <b>441 Accounts</b> |                       | <b>\$39,446.00</b> |

# CITY OF OXNARD

## Map of Authorized Improvements

MAD No. 4  
(Mandalay Beach/Colony/Hotel)



-  MEDIAN
-  PARKING LOT
-  PLANTER
-  SAND DUNE
-  TURF
-  DISTRICT BOUNDARY



0 125 250 500 Feet

Coordinate System: NAD 1983 StatePlane California  
FIPS 0405 Feet

Prepared by NBS - March 2017

Page 1 of 2



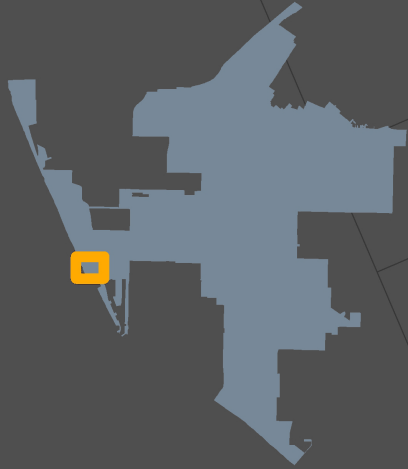
W MARINA MOBILE HOME PARK DR

# CITY OF OXNARD

## Map of Authorized Improvements

MAD No. 4

(Mandalay Beach/Colony/Hotel)



0 125 250 500 Feet

Coordinate System: NAD 1983 StatePlane California  
FIPS 0405 Feet

Prepared by NBS - March 2017

Page 2 of 2



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD  
REVISING A MAINTENANCE COST FOR AND SPREADING THE  
ASSESSMENT ON PARCELS IN THE MANDALAY BEACH AND  
LANDSCAPING MAINTENANCE DISTRICT FOR THE FISCAL YEAR  
1988-89.

WHEREAS, as a condition to development imposed by the Coastal Commission and as a provision of the development agreement with the City of Oxnard, the City was required to form a maintenance district to maintain the 36-acre beach area together with various landscaping and bicycle and pedestrian paths to be developed in connection with Tract No. 2923; and

WHEREAS, by Resolution No. 8571 adopted November 1, 1983, the City Council declared its intention to form such a district; and

WHEREAS, by Resolution No. 8586 adopted November 22, 1983, the City of Oxnard did form the Mandalay Beach and Landscaping Maintenance District; and

WHEREAS, the City is now required to estimate the cost of maintaining the beach area as dedicated by the developer of Tract No. 2923 and all landscaping within such tract located within public rights-of-way.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES AS FOLLOWS:

1. That the maintenance cost for the Mandalay Beach and Landscaping Assessment District, as established by Resolution No. 8586, is hereby approved as follows:

- Landscape Maintenance Costs.....\$20,000
- Beach Maintenance Costs, based on the..... 35,236  
Mandalay project's assumption of 60% of the  
cost of maintaining the 36-acre beachfront.

TOTAL.....\$55,236

2. That this cost shall be wholly apportioned to the various property owners within Tract 2923 according to existing recorded covenants, codes and restrictions entered into by the developer, to wit:

- 25% of the landscape maintenance costs and 75% of the beach maintenance costs, are to be borne by the owners of the hotel site (APN #191-0-380-105).
- 75% of the landscape maintenance costs and 25% of the beach maintenance costs are to be equally divided among the residential condominium owners within The Colony development.

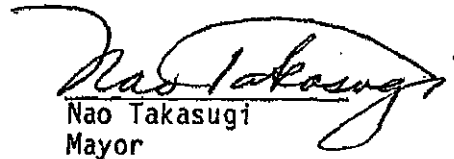
3. That in accordance with Government Code, Section 36936.1, the City Clerk is instructed to cause this resolution to be published one time in the Press-Courier within 15 days after adoption.

Passed and adopted this 5th day of July, 1988, by  
the following vote:

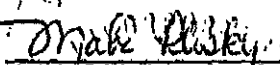
AYES: Council Members: Lopez, Maron and Takasugi.

NOES: Council Members: Johs and Plisky.

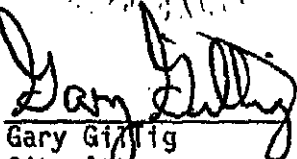
ABSENT: None.

  
Nao Takasugi  
Mayor

ATTEST:

  
Mabi Plisky  
City Clerk

APPROVED AS TO FORM:

 7-6-88  
Gary Gilling  
City Attorney



## RESOLUTION NO. 11,566

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
OXNARD LEVYING A SPECIAL ASSESSMENT TAX FOR  
FISCAL YEAR 1999-2000 WITHIN THE MANDALAY BEACH  
MAINTENANCE DISTRICT

WHEREAS, by Resolution No. 8586, adopted November 22, 1983, the City Council formed the Mandalay Beach Maintenance District ("the District") pursuant to the maintenance district provisions of the Improvement Act of 1911 (Streets and Highways Code section 5820 et. seq.); and

WHEREAS, formation of the District was required as a condition to development imposed by the California Coastal Commission and also as part of a development agreement between the City and the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, the City Council is required by Streets and Highways Code section 5830 to estimate the cost of maintaining and operating the improvements within the District, to decide whether the cost of such maintenance and operation shall be borne wholly or partially by the District, and to levy a special assessment tax within the District sufficient to raise the money to pay for such cost; and

WHEREAS, the City Council wishes to levy such assessments for FY 1999-2000 in an amount sufficient to cover all of the expense of maintaining the landscaping and to cover 60% of the expense of maintaining the beach area, with the City paying the remaining 40% of the latter expense; and

WHEREAS, assessments existed in the District throughout 1998-1999, and such assessments are not proposed to increase in 1999-2000; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water, flood control, drainage systems and vector control, inasmuch as the beach is public right of way that serves much as a street, manages water and is part of the flood control and drainage systems in the District, and the landscaping is located in or adjacent to sidewalks, streets and other public rights of way and maintenance of the landscaping involves irrigation and vector control; and

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

WHEREAS, a description of the improvements and the proposed special assessment taxes on real property in the district is contained in the agenda report dated March 12, 1999, on file with the City Clerk ("the agenda report").

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

1. The City Council estimates the cost of maintaining and operating the improvements within the District for FY 1999-2000 at \$51,483, with \$39,446 to be paid from assessments and \$12,037 to be paid by the City, as more particularly set out in the agenda report. The \$39,446 is allocated as follows:

|                                           |               |
|-------------------------------------------|---------------|
| 100% of landscape maintenance costs ..... | \$21,346      |
| 60% of beach maintenance costs .....      | <u>18,000</u> |
| Total .....                               | \$39,446      |

2. The \$39,446 is apportioned among the property owners within the District, as follows:

24.6% to hotel parcel (APN #191-9-380-105)  
75.4% to Colony condominium parcels (440 APNs)

3. The City Council levies a special assessment tax for FY 1999-2000 on the real property in the District as follows, and as shown on Attachment 2 of the agenda report:

|                                          |          |
|------------------------------------------|----------|
| APN #191-0-380-105 .....                 | \$18,898 |
| \$46.70 on each of 440 Colony APNs ..... | \$20,548 |

4. In accordance with Government Code section 36936.1, the City Clerk is instructed to cause this resolution to be published one time in a newspaper of general circulation within the City within 15 days after adoption.

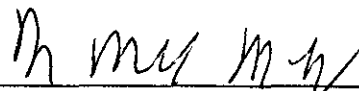
5. In accordance with Government Code section 53901, the City Clerk is instructed to immediately file with the Ventura County Auditor a certified copy of this resolution.

PASSED AND ADOPTED THIS 6th day of April, 1999,  
by the following vote:

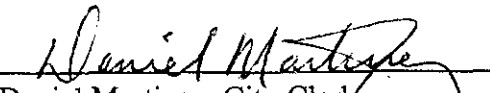
AYES: Councilmembers Pinkard, Zaragoza, Holden, Lopez, Maulhardt.

NOES: None.

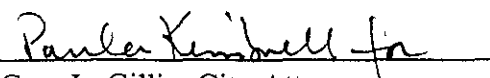
ABSENT: None.

  
\_\_\_\_\_  
Dr. Manuel M. Lopez, Mayor

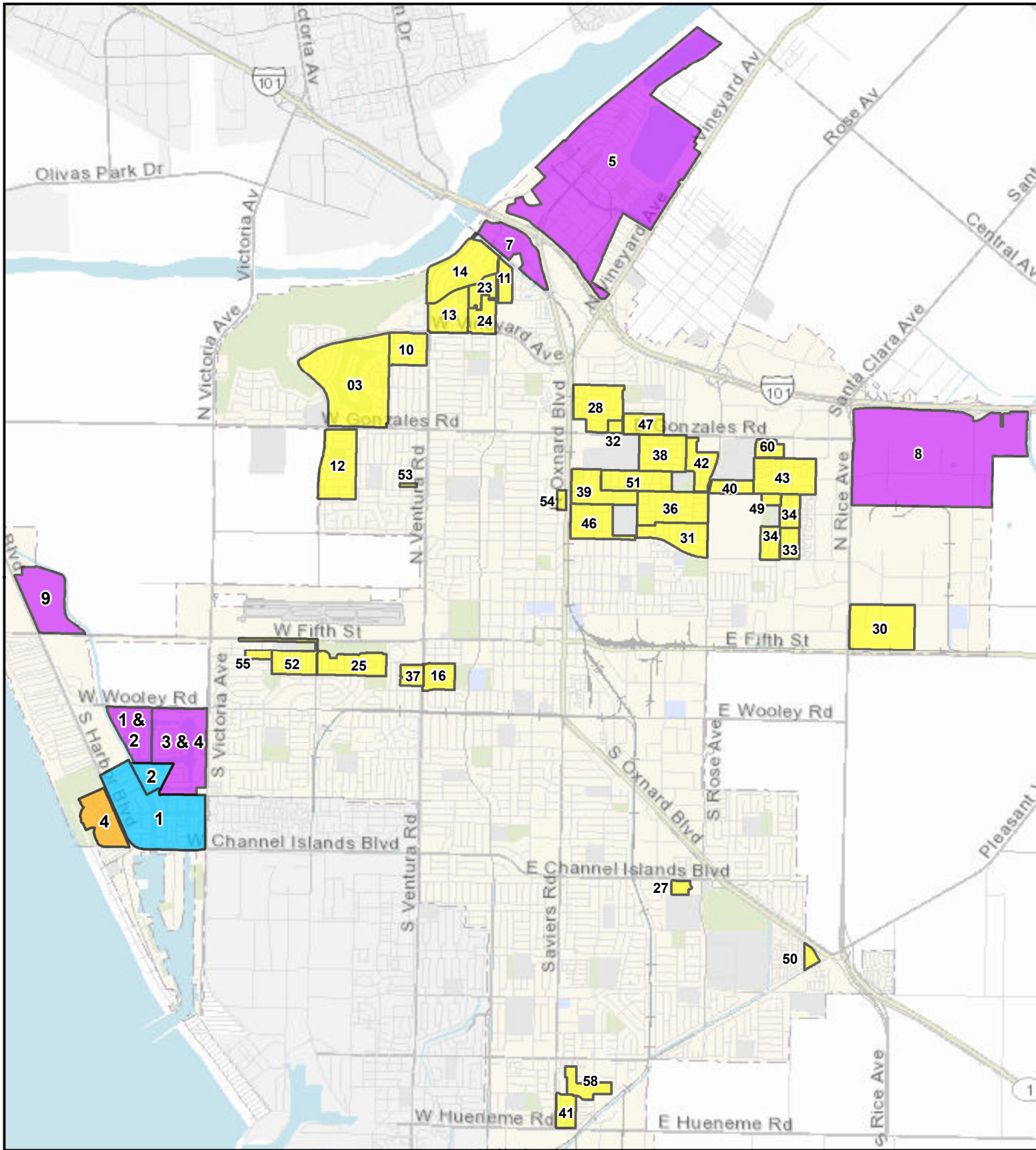
ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Gary L. Gillig, City Attorney

# CITY OF OXNARD SPECIAL DISTRICTS



- |                                                                                                                                                                           |                                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <span style="display: inline-block; width: 15px; height: 15px; background-color: orange; border: 1px solid black;"></span> Maintenance Assessment District (District No.) | <span style="display: inline-block; width: 15px; height: 15px; background-color: purple; border: 1px solid black;"></span> Community Facilities District (District No.)  |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: blue; border: 1px solid black;"></span> Waterway Assessment District (Zone No.)          | <span style="display: inline-block; width: 15px; height: 15px; background-color: yellow; border: 1px solid black;"></span> Landscape Maintenance District (District No.) |

# CITY OF OXNARD – SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICT \* COMMUNITY FACILITIES DISTRICTS  
WATERWAYS ASSESSMENT DISTRICTS \* MAINTENANCE ASSESSMENT DISTRICTS

| COMMUNITY FACILITIES DISTRICTS    |                                |
|-----------------------------------|--------------------------------|
| 1 & 2 – Westport at Mandalay Bay  | 7 – Wagon Wheel                |
| 3 & 4 – Seabridge at Mandalay Bay | 8 – Sakioka Farms              |
| 5 – Riverpark                     | 9 – Northshore at Mandalay Bay |

| LANDSCAPE MAINTENANCE DISTRICTS |                         |
|---------------------------------|-------------------------|
| 3 – Riverridge                  | 37 – Pacific Cove       |
| 10 – Country Club               | 38 – Aldea Del Mar      |
| 11 – St Tropez                  | 39 – El Sueno Promesa   |
| 12 – Standard Pacific           | 40 – Cantada            |
| 13 – Le Village                 | 41 – Pacific Cove       |
| 14 – California Cove            | 42 – Cantabria/Coronado |
| 16 – California Lighthouse      | 43 – Greenbelt          |
| 23 – Greystone                  | 46 – Daily Ranch        |
| 24 – Vineyards                  | 47 – Sycamore Place     |
| 25 – The Pointe                 | 49 – Cameron Ranch      |
| 27 – Rose Island                | 50 – PV Senior Housing  |
| 28 – Harborside                 | 51 – Pfeiler            |
| 30 – Haas Automation            | 52 – Wingfield          |
| 31 – Rancho De La Rosa          | 53 – Huff Court         |
| 32 – Oak Park                   | 54 – Meadowcrest        |
| 33 – El Paseo                   | 55 – Wingfield West     |
| 34 – Sunrise Pt/Sunset Cove     | 58 – Westwind           |
| 36 – Villa Santa Cruz           | 60 – Artisan            |

| MAINTENANCE ASSESSMENT DISTRICT |
|---------------------------------|
| 4 – Mandalay Beach/Colony       |

| WATERWAYS ASSESSEMENT DISTRICTS |                    |
|---------------------------------|--------------------|
| Zone 1 – Mandalay Bay Zone      | 2 – Harbour Island |

# Fiscal Year (FY) 2025-26 Resolution to Levy Assessments in Mandalay Beach Maintenance District

Finance & Governance Committee  
May 13, 2025

City Council  
June 3, 2025

Anthony Miller  
Special Districts Manager

# RECOMMENDATION

That the Finance & Governance Committee recommend that the City Council, acting as the legislative body for the Mandalay Beach Maintenance District:

1. Hold a Public Hearing on June 3, 2025 to receive public testimony regarding the proposed Fiscal Year 2025-26 assessments for the Mandalay Beach Maintenance District; and
2. Adopt a resolution to levy the special tax assessment for Fiscal Year 2025-26 within the Mandalay Beach Maintenance District.

## RECOMMENDATION

That the City Council, acting as the legislative body for the Mandalay Beach Maintenance District (MAD 4):

1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2025-26 assessments for the Mandalay Beach Maintenance District; and
2. Adopt a resolution to levy the special tax assessment for Fiscal Year 2025-26 within the Mandalay Beach Maintenance District.



# BACKGROUND

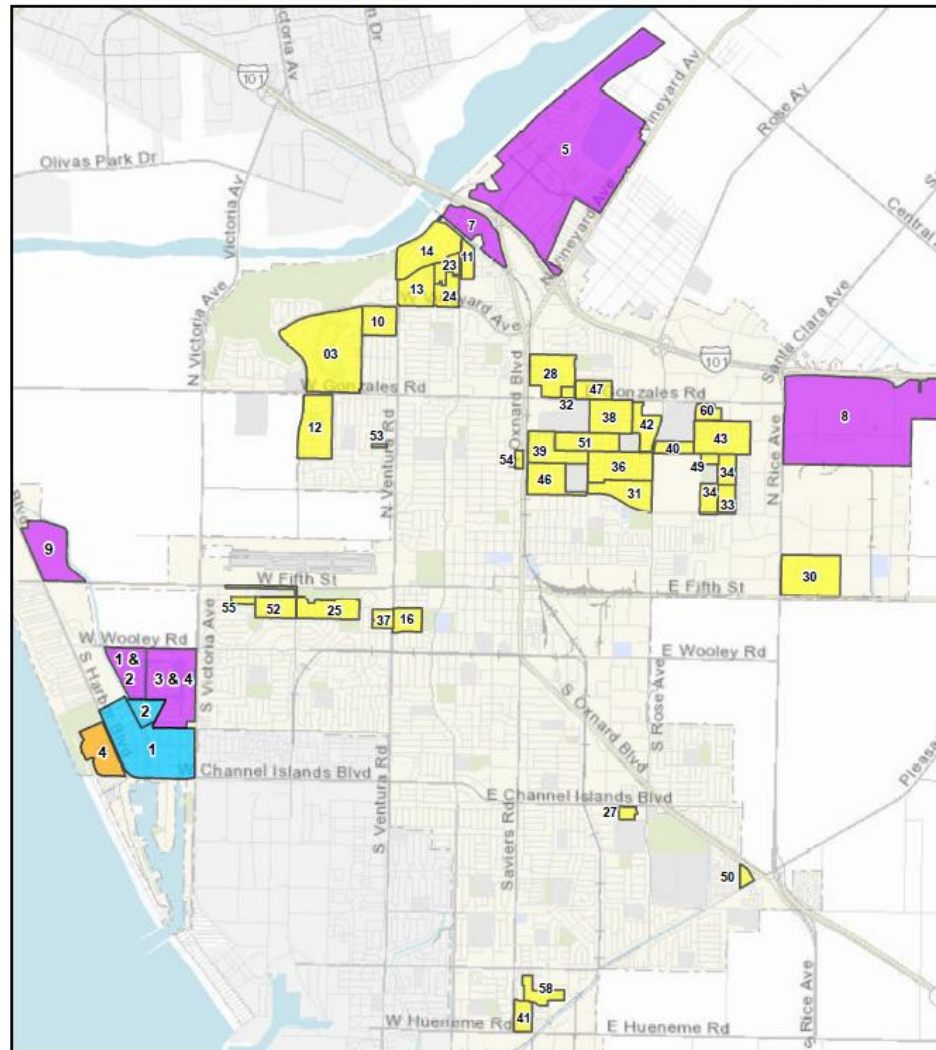
- On November 22, 1983, the Mandalay Beach Maintenance District (“District” or “MAD-4”) was formed pursuant to the Improvement Act of 1911, in order to recover the cost of the City’s maintenance of a 36-acre beach area, plus landscaping on public rights-of-way within Tract No. 2923
- July 1, 1986: City’s responsibility to maintain the above-mentioned areas became effective
- July 5, 1988: City Council adopted Resolution No. 9500, which shifted the bulk of the District’s beach maintenance costs from residents of The Colony to the Mandalay Beach Resort Hotel

# BACKGROUND

- April 6, 1999: City Council adopted the current assessment amounts via Resolution No. 11566. Due to the passage of Proposition 218, the assessments were capped at this rate in perpetuity, unless a Proposition 218 action is taken by the voters of MAD 4.

# MAP OF SPECIAL DISTRICTS IN THE CITY OF OXNARD

## CITY OF OXNARD SPECIAL DISTRICTS



- |                                                                                      |                                                                                     |
|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <span style="color: orange;">■</span> Maintenance Assessment District (District No.) | <span style="color: purple;">■</span> Community Facilities District (District No.)  |
| <span style="color: blue;">■</span> Waterway Assessment District (Zone No.)          | <span style="color: yellow;">■</span> Landscape Maintenance District (District No.) |

More information can be found at:

[www.oxnard.gov/public-works/special-districts](http://www.oxnard.gov/public-works/special-districts)

# DISCUSSION

- The total maximum assessment amount plus a defined general fund contribution in accordance with Resolutions 9500 and 11566 is \$51,483.
- Of this amount, in accordance with Resolution No. 11566, \$21,346 is assessed for the purpose of landscape maintenance.
- The remaining \$30,137 is attributed to beach maintenance and the County Collection fee, with \$12,037 contributed by the general fund, and \$18,100 assessed to property owners.

# DISCUSSION

- The District maintains the landscape areas along Falkirk Avenue, Harbor Boulevard, Mandalay Beach Road, and Costa del Oro.
- In accordance with Resolution No. 9500, the \$21,346 for landscape expenses are allocated across property owners as follows:
  - 75.4% (\$16,095) to The Colony residential development
  - 24.6% (\$5,251) to the Hotel property

# DISCUSSION

- In accordance with Resolution No. 9500, the \$30,137 for beach maintenance expenses are allocated as follows:
- The District bears 60% (\$18,055) of the beach maintenance cost plus a \$45 County Collection Fee. Of that \$18,100, 75.4% is paid by the hotel property owners and 24.6% is paid by The Colony property owners.

| <b>Annual Costs = \$30,137</b>      | <b><u>District</u></b> | <b><u>City</u></b> |
|-------------------------------------|------------------------|--------------------|
| Percent Share of \$30,092           | x 60%                  | x 40%              |
| FY 2025-26 Shared Costs             | \$18,055               | \$12,037           |
| County Collection Fee               | \$45                   | \$0                |
| <b>Total Beach Maintenance Cost</b> | <b>\$18,100</b>        | <b>\$12,037</b>    |
|                                     |                        |                    |
| Embassy Suite's Share (75.4%)       | \$13,647               | \$0                |
| Colony's Share (24.6%)              | \$4,453                | \$0                |

## FINANCIAL IMPACT

- City will assess property owners in Fiscal Year 2025-26 to pay landscape maintenance costs and 60% of beach maintenance costs for the Mandalay Beach Maintenance District for a total assessment amount of \$39,446.
- The City's defined contribution for 40% of the beach maintenance costs (\$12,037), will be budgeted as a transfer out contribution to MAD 4 from the General Fund in Fiscal Year 2025-26





# QUESTIONS



## FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

### REPORTS AGENDA ITEM NO. D.4

**DATE:** May 13, 2025

**TO:** Finance & Governance Committee

**FROM:** Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

**SUBJECT:** Modification of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) and Approval of the Deposit and Reimbursement Agreement and the Special Tax Disbursement Agreement A-8588. (10 minutes)

### RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council, acting as the legislative body of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay), adopt the following resolutions:

1. A Resolution Approving a Deposit and Reimbursement Agreement and a Special Tax Disbursement Agreement Relating to the Change Proceedings for City of Oxnard Community Facilities District No. 9 (Northshore At Mandalay Bay); and
2. A Resolution of Consideration Declaring its Intention to Modify the Rate and Method of Apportionment of the Special Tax Relating to City of Oxnard Community Facilities District No. 9 (Northshore At Mandalay Bay), Increase Certain Special Tax Rates, Add a New Special Tax, Increase the Maximum Bonded Indebtedness, Amend a Funding and Acquisition Agreement, and Revise the Appropriations Limit of Said Community Facilities District, and Other Related Actions in Connection Thereto.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/3km-fPvI5HA>

### BACKGROUND

Community Facilities Districts (“CFDs”) are established pursuant to the provisions of California Government Code Section 53311 et seq. (commonly known as the “Mello-Roos Community Facilities Act of 1982”) (the “Act”), and are a form of financing district that can be used by developers as approved by cities, counties, school districts, and special districts. CFDs raise money through special taxes that must be approved by 2/3 of the qualified voters within a CFD. The City Council is the legislative body of any CFD that is formed by the City. Most often, CFDs are formed by the landowner prior to subdivision development. A CFD can be formed to finance a wide list of improvements, which include roads, water facilities, sewers, and schools. They are also used to finance ongoing maintenance services of the facilities or for services such as remediation of hazardous substances, landscaping, streets, lighting, and drainage facilities. The special taxes are secured by a continuing lien and are levied against properties within the CFD on an annual basis. The revenue stream is used to pay debt service on bonds, to finance facilities on a pay-as-you-go basis, and to pay for services, or a combination thereof.

As part of a proposed development, the City established Community Facilities District No. 6 (Northshore at Mandalay Bay) (the “2006 CFD”) in 2006. This CFD was for the prior proposed development located in the City, at the northeastern corner of the intersection of West Fifth Street and Harbor Boulevard, and now commonly known as “Northshore at Mandalay Bay” (the “Property”). It was to finance the cost and expense of providing public improvements and services within the 2006 CFD.

In 2021, the then-owner requested a new CFD and dissolution of the 2006 CFD. Following proceedings, CFD No. 9 (Northshore at Mandalay Bay) (“CFD 9”) was formed and the 2006 CFD was dissolved. CFD 9 included (a) a facilities special tax for the life of any bond issues, (b) a services special tax in perpetuity, and (c) an environmental special tax for remediation, operation, and maintenance activities as required and approved, for the duration needed, by the Department of Toxic Substances Control (“DTSC”). CFD 9 has a not-to-exceed bond authorization of \$22,500,000.

The current owner and developer, Fifth Harbor Owner, LLC (the “Landowner”), has requested certain modifications to CFD 9 to increase the facilities special tax, (no changes are recommended for the environmental special tax), add a new special tax for State Parks, and to increase the bond authorization from \$22,500,000 to \$40,000,000. Staff has requested the general services special tax be increased as well to better reflect the cost of services, with the concurrence of the developer. These changes still maintain the integrity of the 1.8% average effective tax rate.

The current development plan is for 292 single-family residences.

## **DISCUSSION**

CFD 9 was formed for the purpose of funding the following:

(a) public infrastructure facilities and other governmental facilities, including fees related thereto, with an estimated useful life of five years or longer, including but not limited to all or a portion of sanitary sewer, water, street, storm drain, park facilities, public art, or other real or tangible property, and related costs including design, inspection, professional fees, and acquisition costs (the “Facilities”) through the levy of a Special Tax – Facilities to pay debt service on one or more bond issues or pay-as-you-go facilities as long as bonds are outstanding;

(b) services including, but not limited to, landscaping, streetlighting, maintenance of sewer, storm drain, irrigation systems, beaches and parks, beach patrol, and weed abatement (the “General Services”) through the levy of a Special Tax – Services on an annual basis in perpetuity; and

(c) the remediation of any hazardous substance released or threatened to be released into the environment on the Property and any associated operation, maintenance and/or monitoring activities as more particularly described in the Response Plan approved by DTSC on December 17, 2018 (the “Response Plan”), the Operation and Maintenance Plan approved by DTSC on March 7, 2019 (“O&M Plan”), and any additional remedial activities or protective measures (collectively, the “Remediation Services”) through the levy of a Special Tax - Environmental on an annual basis as long as determined by DTSC.

The Landowner requested that a new special tax, to be known as the “Special Tax – State Parks,” be added and included within CFD 9 to fund a fee for State Park services for Resource Protection Measures at Mandalay State Beach. Services funded via the Special Tax - State Parks are required under Condition No. 92 of the original conditions of development imposed upon the developer. The Landowner has also requested that the facilities special tax be increased, and staff recommends and the Landowner agrees that the general services special tax be increased. The cost estimates of facilities, services, and State Park services have been reviewed and updated. All parties have reviewed the parameters of the modified special tax formula or the Amended and Restated Rate and Method of Apportionment (the “Amended RMA”), which includes the assigned and

maximum amended special tax for the Facilities, the amended special tax for the General Services, a new special tax for State Parks, and the existing special tax for Remediation Services. The Special Taxes will be levied each year according to the Amended RMA and placed on the County property tax rolls.

The first Resolution approves the form of a deposit and reimbursement agreement with the Landowner. The Landowner has made a deposit of \$27,000 to the City toward the costs of modifying CFD 9, including the costs of consultant time. The costs of modifying the CFD 9 are the responsibility of the Landowner. If bonds are issued, the Landowner will be reimbursed from the proceeds of the bonds.

**Special Tax – Facilities.** The annual Special Tax – Facilities levy is used to pay debt service on bonds or for facilities on a pay-as-you-go basis, or a combination thereof. Upon completion of the modification and election process for the CFD and once development has progressed sufficiently as determined by the City (estimated to be sometime in the next few years), the City anticipates that CFD 9 will issue one or more series of Special Tax Bonds (the “Bonds”) to acquire the Facilities built by the Landowner and to pay or reimburse the Landowner for the payment of certain impact fees related to Facilities as provided in an Amended and Restated Funding and Acquisition Agreement (to be brought before the Council at the next meeting), and to reimburse the Landowner for formation costs and modification costs of CFD 9 as provided in the Deposit and Reimbursement Agreement for modification (and the Deposit and Reimbursement Agreement relating to the formation proceedings). The bond authorization for the District is proposed to be increased from a not-to-exceed amount of \$22.5 million to a not-to-exceed amount of \$40 million. It is the intent of CFD 9 to issue one or more series of Bonds with a 30-year maturity with escalating debt service of 2% per year.

The Amended RMA includes an assigned tax and a back-up tax for the Special Tax – Facilities for developed property in case the number of residential units built is less than estimated. Once developed property is taxed, undeveloped and contingent property will be taxed if needed. The maximum Special Tax –Facilities escalates at an annual rate of 2%.

Attachment 1 (attached hereto) contains a description of the estimated facilities, the impact fees, and an estimated budget therefore. The budget exceeds the amount of facilities and fees, which are currently estimated to be financed by the Bonds. Facilities, including fees, not financed by the CFD are still required to be provided by the Landowner. The landowner has requested a higher bond authorization than estimated within the attachment due to anticipated increases in construction expenses between the approval of this item and actual construction. Bonds will be issued in the amount necessary to fund these expenses and are not required to be issued at the not-to-exceed maximum amount of \$40 million.

**Special Tax – Services.** The Special Tax – Services will be levied annually in perpetuity to finance the General Services. Attachment 2 (attached hereto) contains a description and estimated budget of the general services to be provided. Once developed property is taxed at the maximum rate, undeveloped and contingent property will be taxed if needed. The maximum Special Tax – Service escalates at the greater of 2% or a CPI escalation factor, in any case not to exceed 5%.

**Special Tax – Environmental.** The Special Tax – Environmental will be collected by the CFD and turned over to the newly formed nonprofit, the Northshore Environmental Conservancy (“NEC”), to pay for the annual budget of Remediation Services that is approved by DTSC, all as provided in a Special Tax and Disbursement Agreement among the City (on behalf of itself and the CFD), the Landowner and NEC, with the DTSC as a beneficiary thereto. The Special Tax Disbursement Agreement will be relied on by the Landowner and DTSC as a means by which the Remediation Services will be funded and is considered a debt or obligation of CFD 9.

The Amended RMA includes an assigned tax and a backup tax for the Special Tax – Environmental for developed property, in case the number of residential units built is less than estimated. Once developed property is taxed at the maximum rate, undeveloped and contingent property will be taxed if needed. The maximum Special Tax – Environmental escalates at an annual rate of 2%. Upon the issuance of a certificate of

completion, or its substantial equivalent by DTSC for all of the Remediation Services, the Special Tax – Environmental will no longer be levied. Estimated costs associated with the Special Tax - Environmental are not changing and are not included as an attachment to this report.

**Special Tax – State Parks.** The Special Tax – State Parks will be levied annually in perpetuity to finance the State Park fee and services. Attachment 3 (attached hereto) contains a description and estimated budget of the State Park fee and services to be provided. The Special Tax – State Parks will be collected by the CFD and turned over to the State as provided in an agreement to be entered into between the CFD 9, Landowner, and the State. The Amended RMA includes an assigned tax and a back-up tax for the Special Tax – State Parks for developed property in case the number of residential units built is less than estimated. Once developed property is taxed at the maximum rate, undeveloped and contingent property will be taxed if needed. The maximum Special Tax – State Parks escalates at an annual rate of 2%.

**Process.** A petition to modify CFD 9 has been received from the Landowner covering the Property, consisting of approximately 90 acres. The formal City Council approval process to change CFD 9 takes approximately sixty (60) to seventy-five (75) days.

First Step (at City Council meeting on June 3, 2025): City Council, acting as the legislative body of CFD 9, (a) adopts the resolution approving the form of the Deposit and Reimbursement Agreement and (b) adopts a resolution of consideration to modify CFD 9 and sets a public hearing on the proposed changes (scheduled for June 26, 2025).

Second Step (at City Council meeting on June 26, 2025): City Council, acting as the legislative body of CFD 9, (a) holds a public hearing on the proposed modifications, (b) provided there is no majority protest, adopts a resolution calling for election, (c) conducts a special mailed ballot election, (d) adopts a resolution canvassing the election, and (e) adopts a resolution of change and approving the Amended and Restated Funding and Acquisition Agreement. The Landowners have waived election timelines, so an election may be held on June 26, 2025, to authorize the increase of the facilities and general services special taxes and increase in authorized bonded indebtedness. Should the proposition pass with a two-thirds vote from the qualified voters (the Landowners), the City may adopt the resolution of change.

At a later date, the CFD in its sole discretion, will determine the final amount of Bonds issued. The proposed maximum bond authorization is \$40,000,000. The “not to exceed” bond amount for the CFD is based on Facilities costs and available Special Tax - Facilities.

If the action is approved, the modification of CFD 9, special election, and approval of other related documents will occur on June 26, 2025. Currently, it is not expected that Bonds will be authorized for issuance or sale until the development is well underway and the Facilities are at or near completion, at which time documents relating to the issuance and sale of the bonds will be brought to the City Council for its approval.

## **STRATEGIC PRIORITIES**

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

## **FINANCIAL IMPACT**

There is no direct financial impact of approving these resolutions. There is no financial impact on the General Fund.

*Prepared by: Steve Howlett, Assistant Public Works Director, Anthony Miller, Special Districts Manager*

## **ATTACHMENTS**

1. Staff Report Exhibit A - Estimated Description and Budget of Facilities
2. Staff Report Exhibit B - Estimated Description and Budget of Services
3. Staff Report Exhibit C - Estimated Description and Budget of State Parks Fees and Services
4. Deposit and Reimbursement Agreement No. A-8588
5. Petition (including Consent and Waiver)
6. Resolution Approving Deposit and Reimbursement Agreement No. A-8588
7. Resolution of Consideration to Modify CFD No. 9 (including Amended Rate and Method of Apportionment of Special Tax as Exhibit D)
8. Special Districts Map
9. Special Districts List
10. Presentation

## ESTIMATED DESCRIPTION AND BUDGET OF FACILITIES

### Preliminary List of Authorized Facilities March 5, 2025

| City of Oxnard Improvements                             |     | Rate         | Per      | Units      | Total                |
|---------------------------------------------------------|-----|--------------|----------|------------|----------------------|
| Sewer Lift Station                                      | [1] | \$ 1,368,459 | Total    | 1          | \$ 1,368,459         |
| On-Site Water Improvements                              | [1] | 4,729,625    | Total    | 1          | 4,729,625            |
| Harbor Blvd / 5th Street (SD)                           | [1] | 1,754,669    | Total    | 1          | 1,754,669            |
| Harbor Blvd / 5th Street (Streets)                      | [1] | 9,333,033    | Total    | 1          | 9,333,033            |
| Prevailing Wage                                         | [1] | 0%           | of Costs | 17,185,786 | -                    |
| Construction Management/Engineering                     | [1] | 5%           | of Costs | 17,185,786 | 859,289              |
| <b>Total City Improvements</b>                          |     |              |          |            | <b>\$ 18,045,075</b> |
| City of Oxnard Impact Fees                              |     | Rate         | Per      | Units      | Total                |
| Sewer Connection Fee (3/4" Meter)                       | [2] | \$ 5,256     | DU       | 292        | \$ 1,534,752         |
| Water System Connection Fee (3/4" Meter)                | [2] | 3,133        | DU       | 292        | 914,836              |
| Storm Drain Fee                                         | [3] | 23,885       | ACRE     | 52.76      | 1,260,189            |
| Traffic Impact Fee (Single Family)                      | [3] | 12,267       | DU       | 292        | 3,581,833            |
| Mobility Fee                                            | [3] | 3,815        | DU       | 292        | 1,113,927            |
| Quimby Fees (Estimate)                                  | [3] | 8,799        | DU       | 292        | 2,569,308            |
| Growth Requirement Capital Fee                          | [3] | 6,719        | DU       | 292        | 1,961,837            |
| Parks and Recreation Fee                                | [3] | 7,855        | DU       | 292        | 2,293,786            |
| Public Art Program                                      | [3] | 0.34         | SF       | 846,590    | 287,841              |
| <b>Total City Impact Fees</b>                           |     |              |          |            | <b>\$ 15,518,308</b> |
| <b>Total Eligible City Impact Fees and Improvements</b> |     |              |          |            | <b>\$ 33,563,383</b> |

[1] Reflects the estimated City of Oxnard improvement costs per Cost to Complete Budget dated 12/29/2022.

[2] Reflects the current City of Oxnard Development Sewer and Water Connection Fees per the fee schedule dated 7/18/2024. Water meter sizes per Cost to Complete Budget dated 12/29/2022.

[3] Reflects the current City of Oxnard Development Impact Fees per the fee schedule dated 7/18/2024. Assumes the project is market rate per the May 2023 Zonda report. The estimated Quimby fee reflected above per the Cost to Complete Budget dated 12/29/2022. Final Quimby fee subject to change per discussion with the City to determine the land value that will be used to calculate the final Quimby fee.



**ESTIMATED DESCRIPTION AND BUDGET OF SERVICES**

**Initial Annual Budget - Services**

| <u>CFD Eligible Services</u>                    | <u>Total<br/>Costs</u> |
|-------------------------------------------------|------------------------|
| Landscape & Street Lights (Harbor & 5th)        | \$103,645              |
| Sewer Lift Station                              | 42,000                 |
| Public Storm Drain Maintenance (Harbor & 5th)   | 72,841                 |
| City Administration                             | 214,570                |
| Mandalay State Beach Maintenance/Patrol Funding | 86,000                 |
| RPA Maintenance (24 Acres)                      | 15,714                 |
| Milk Vetch Maintenance                          | <u>88,180</u>          |
| <i>Total Estimated Annual Costs</i>             | <i>\$622,950</i>       |
| <i>Contingency (10%)</i>                        | <i>62,295</i>          |
| <i>Total</i>                                    | <i>\$685,245</i>       |

MANDALAY STATE BEACH  
RESOURCE PROTECTION MEASURES OPERATING PLAN AND BUDGET  
13-Sep-05

(California Department of Parks and Recreation, County of Ventura Parks Department  
and Trimark Pacific Homes)

**Initial Investment/Set-up Costs - Projected**

| Description                                    | Cost of Material | Total            |
|------------------------------------------------|------------------|------------------|
| <u>Plover Fencing</u>                          |                  |                  |
| 5/8 " Anchor Rods @ 6 foot intervals           | \$7.80 ea.       | \$4,680          |
| Nylon Rope - 4,712 l.f.                        | \$0.53 per ft.   | \$2,505          |
| <u>Fence Installation</u>                      |                  |                  |
| 1 Labor Foreman @ 80 hours                     | 37.55/hr.        | \$3,004          |
| 4 Laborers @ 80 hours                          | \$34.15/hr       | \$10,928         |
| <u>Demolition Post and Chain Link Fence</u>    |                  | \$9,400          |
| <u>Dune Fencing</u>                            |                  |                  |
| Wood rail fence with vinyl chain link 6,500 lf | \$11.75          | \$76,375         |
| One-time Dune Fence Labor                      |                  |                  |
| 1 Labor Foreman @ 90 hours                     | \$37.55          | \$3,379          |
| 2 Laborers @ 90 hours                          | \$34.15          | \$3,074          |
| <u>Signs</u>                                   |                  |                  |
| (60) 11" X 17" Informational site signs        | \$12.75 ea.      | \$765            |
| (25) 12" x 24" Directional Signs               | \$12.75 ea.      | \$153            |
| (3) 48" x 60" Interpretive Signs               | \$1,200 ea.      | \$3,600          |
| Environmental Review/Permitting Fees           |                  | \$7,500          |
| <b>Total</b>                                   |                  | <b>\$125,363</b> |

**Annual Maintenance Costs - Estimate**

|                                                     |             |          |
|-----------------------------------------------------|-------------|----------|
| <u>Replacement Costs-Plover Fence</u>               |             | \$3,713  |
| <u>Replacement Costs-Plover Signs</u>               |             | \$812    |
| <u>Replacement Costs Permanent Fence and Signs*</u> |             | \$3,999  |
| <u>Annual Plover Fence Labor</u>                    |             |          |
| 1 Labor Foreman @ 80 hours                          | \$37.55/hr. | \$3,187  |
| 4 Laborers @ 80 hours                               | \$34.15/hr. | \$11,594 |
| <u>Ranger</u>                                       |             |          |
| (1) half time Ranger from March 15-September 15     | \$33.32/hr. | \$18,028 |
| 26 weeks @ 20 hours per week = 520 hours            |             |          |
| (Including any necessary equipment and training)    |             | \$ 6,000 |

#### Administration

|                                           |             |         |
|-------------------------------------------|-------------|---------|
| (1) Program Administrator - 90 hours/year | \$49.36/hr. | \$4,442 |
| (1) Admin Officer II (HR) - 40 hours/year | \$60.75/hr. | \$2,430 |
| (1) Operations Supv. - 40 hours/year      | \$36.31/hr. | \$1,452 |
| (1) PSR II - 36 hours/year**              | \$33.32/hr. | \$1,200 |

#### **TOTAL**

**\$56,857**

#### Notes

\* Replacement costs for permanent fence and signs is calculated on a straight line depreciation over 20 years.

\*\* PSR II position will cover 12 (two per month) maintenance inspections for signs and fencing during 5 month period when part time position is vacant.

#### **Agreement Between CDPR, Ventura County Parks Department and Trimark Pacific Homes**

The program requirements for Mandalay State Beach above are based on the description provided by the Coastal Commission under the Resource Policies relating to offsite resource protection measures in Policy 10.1.h.1) of City of Oxnard Local Coastal Program (LCP) Amendment No. OXN-MAJ-1-00, and the requirements of Condition No. 92 of the Coastal Development Permit (CDP) for the North Shore at Mandalay Bay development (PZ NO. 05-400-4).

The location of Mandalay State Beach and the resource protection measures required by **Condition No. 92** of the CDP are delineated on the aerial photograph attached.

The initial investment/set-up costs set forth above are intended to be an estimate and guide as to the improvements listed and the associated costs indicated. The **actual initial investment/set-up costs** listed will be determined by CDPR and the operator of Mandalay State Beach prior to the construction of residences on the North Shore site and at the time bids are received for those items. The **annual maintenance costs** listed above will be adjusted on July 1, 2006, and thereafter on July 1 of each year in accordance with the CPI at a rate of **3%**. Every five years, commencing with July 1, 2011, **adjustments to the annual maintenance costs to reflect actual costs** listed shall be made by CDPR or the local operator of Mandalay State Beach and communicated to the "funding entity" no later than August 15th.

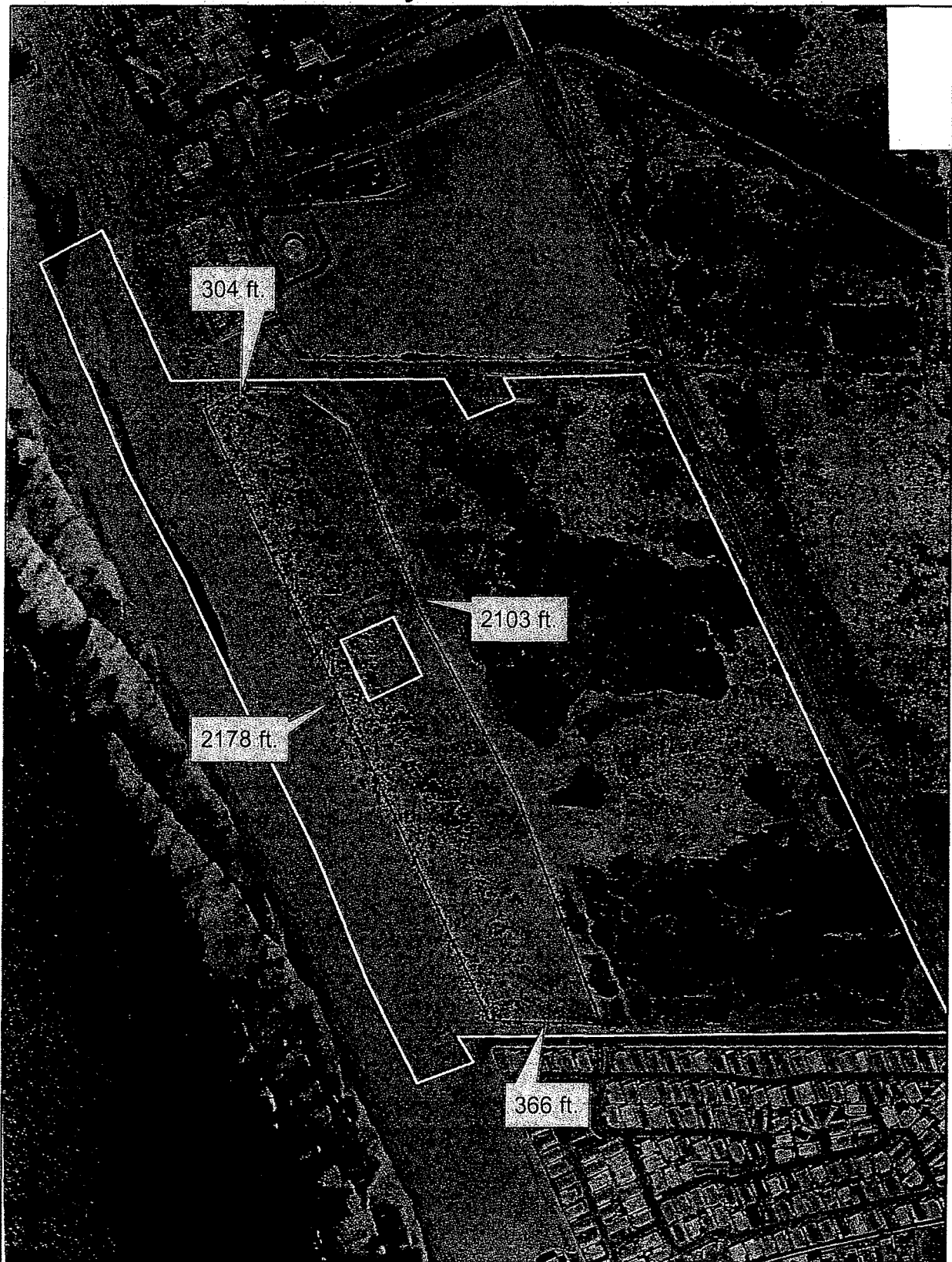
The operator of Mandalay State Beach shall make use of a Trust account for management of all funds disbursed pursuant to this budget. Reconciliation of these funds will occur on a five year cycle. Where surplus funds exist they shall be retained as a contribution toward depreciation and future replacement of permanent fencing, signage and other permanent facilities funded through this condition. Surplus funds will be excluded from the five-year cycle calculation for actual annual maintenance costs. Shortfalls will be addressed in the base budget for the first year of the new cycle. At no time shall funds placed in Trust revert to, or be used for, the General Fund of any operator.

The **actual initial investment/set-up costs**, as determined by CDPR and the operator of Mandalay State Beach, shall be made by the developer, Trimark Pacific Homes, and payable to the operator of Mandalay State Beach, as designated by the property owner, the California Department of Parks and Recreation (CDPR).

As required by Condition No. 92 of CDP approved for the North Shore at Mandalay Bay development, the homeowners association of the development shall be responsible for funding the annual maintenance costs. Payment for annual maintenance costs shall be made annually in a single installment, in advance and by check, no earlier than September 1 and no later than November 30 of each calendar year directly to the operator of Mandalay State Beach. The developer or the homeowners association may assign these funding obligations to a community facilities district (CFD). The parties to this agreement believe that the use of a CFD is appropriate for this purpose and consistent with LCP Policy 10.1.h.1), and shall jointly request that the City of Oxnard include the funding set forth in this operating plan and budget for Mandalay State Beach in the CFD.

The above resource protection measures shall be in place prior to the construction of residences on the North Shore site.

# Proposed Dune Protection Fence Mandalay State Beach



Perimeter of fence: 5,155 ft.  
Room for beach access at North end of fence.  
Access path could be placed at various points  
throughout fence.



## DEPOSIT AND REIMBURSEMENT AGREEMENT

**THIS DEPOSIT AND REIMBURSEMENT AGREEMENT** (this “**Deposit Agreement**”), dated as of \_\_\_\_\_, 2025, is by and between the City of Oxnard, California (the “**City**”), and Fifth Harbor Owner, LLC, a Delaware limited liability company (the “**Owner**”).

### RECITALS

**WHEREAS**, the City Council of the City, as the legislative body of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) (the “**Community Facilities District**”), has been requested to initiate change proceedings (the “**Change Proceedings**”) to modify the Community Facilities District under the Mello-Roos Community Facilities Act of 1982, as amended (the “**Act**”) to increase the facilities and services special taxes, add a new special tax for State parks, and increase the authorization of bonded indebtedness for the Community Facilities District;

**WHEREAS**, Owner is the owner of the real property within the Community Facilities District described in Exhibit A attached hereto (the “**Property**”); and

**WHEREAS**, in accordance with City’s policy regarding use of the Act, the Owner is required to reimburse the City for all costs actually incurred by the City on a reasonable basis in connection with the Change Proceedings; and

**WHEREAS**, Section 53314.9 of the Act provides that, at any time either before or after the formation of a community facilities district, the legislative body may accept advances of funds from any source, including, but not limited to, private persons or private entities and may provide, by resolution, for the use of those funds for any authorized purpose, including, but not limited to, paying any cost incurred by the local agency in modifying an existing community facilities district (including the issuance of bonds thereby); and

**WHEREAS**, Section 53332 of the Act further provides that the legislative body may determine the amount of a fee sufficient to compensate the local agency for all costs incurred in conducting proceedings to change the community facilities district; and

**WHEREAS**, Section 53314.9 of the Act further provides that the legislative body may enter into an agreement, by resolution, with the person or entity advancing the funds, to repay all or a portion of the funds advanced; and

**WHEREAS**, the City and the Owner desire to enter into this Deposit Agreement in accordance with Sections 53314.9 and 53332 of the Act in order to provide for the advancement of funds by the Owner to be used to pay actual costs incurred in connection with the Change Proceedings (including issuance of special tax bonds for the Community Facilities District (the “**Bonds**”)), and to provide for the reimbursement to the Owner of such funds advanced, without interest, from the proceeds of the Bonds;

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

**Section 1.     The Deposits and Application Thereof.**

(a)     The Owner has previously deposited with the City the amount of Twenty-Seven Thousand Dollars (\$27,000) (the “**Modification Deposit**”) which is being held by the City pursuant to Section 1(b) below. The City, by its execution hereof, acknowledges receipt of, and accepts, the Modification Deposit.

(b)     The Modification Deposit, together with any subsequent deposit required to be made by the Owner pursuant to the terms hereof (collectively, the “**Deposits**”), are to be used to pay for any costs incurred for any authorized purpose in connection with the Change Proceedings, without limitation, (i) the fees and expenses of any consultants to the City employed in connection with the Change Proceedings, including an engineer, special tax consultant, financial advisor, bond counsel, disclosure counsel and issuer’s counsel, and any other consultant reasonably deemed necessary or advisable by the City, (ii) the costs of appraisals, market absorption and/or feasibility studies and other reports reasonably deemed necessary or advisable by the City in connection with the Change Proceedings, (iii) the costs of publication of notices, preparation and mailing of ballots and other costs related to any hearing, election or other action or proceeding undertaken in connection with the Change Proceedings, (iv) reasonable charges for City staff time incurred in connection with the Change Proceedings, including a reasonable allocation of City overhead expense related thereto, and (v) any and all other actual costs and expenses incurred by the City in connection with the Change Proceedings (collectively, the “**Modification Costs**”). The Finance Director of the City, or his or her designee, may draw upon the Deposits from time to time to pay the Modification Costs.

(c)     If, at any time, the unexpended and unencumbered balance of the Deposits is less than Five Thousand Dollars (\$5,000), the City may request, in writing, that the Owner make an additional deposit in an amount estimated to be sufficient, together with any such unexpended and unencumbered balance, to pay for all Modification Costs (an “**Additional Deposit**”). The Owner shall make the Additional Deposit with the City within two weeks of the receipt by the Owner of the City’s written request therefor. If the Owner fails to make any such Additional Deposit within such two week period, the City Manager may direct all City staff and consultants to cease all work related to the Change Proceedings. Upon receipt of the Additional Deposit, the City Manager shall direct the City staff and consultants to resume all work related to the Change Proceedings. The failure to provide an Additional Deposit shall not be deemed a breach of this Deposit Agreement and the only remedy available to the City for failure to provide the deposit shall be to cease the Change Proceedings.

(d)     The Deposits shall be kept separately at the City and the City shall at all times maintain records as to the expenditure of the Deposits.

(e)     The Finance Director of the City, or his or her designee, may draw upon the Deposits and pay the Modification Costs after executing a certificate request (the “**Certificate**”) in the form attached hereto as Exhibit B and by this reference incorporated herein.

(f)     The City shall provide the Owner with a written monthly summary of expenditures made from the Deposits, and the unexpended balance thereof, within 15 business

days of receipt of the City of a written request therefor submitted by the Owner. The cost of providing any such summary shall be charged to the Deposits.

**Section 2. Return of Deposits; Reimbursement.**

(a) As provided in Section 53314.9 of the Act, the approval by the qualified electors of the Community Facilities District of the proposed modifications to the Community Facilities District is a condition to the repayment to the Owner of the funds advanced by the Owner pursuant hereto. Therefore, if the qualified electors of the Community Facilities District do not approve the proposed modifications to the Community Facilities District, including the special tax to be levied thereon, the City shall have no obligation to repay the Owner any portion of the Deposits expended or encumbered to pay Modification Costs. In accordance with Section 53314.9 of the Act, if the qualified electors of the Community Facilities District do not approve the proposed modifications to the Community Facilities District, the Finance Director of the City, or his or her designee, shall return to the Owner any portion of the Deposits and interest, if any, which have not been expended or encumbered to pay Modification Costs by the time of the election on said proposed special tax.

(b) If the Change Proceedings are terminated or abandoned before any Bonds are issued, the Finance Director of the City, or his or her designee, shall, within 15 business days after official action by the City to terminate or abandon said Change Proceedings, or Owner's delivery of a written request to the City to abandon the Change Proceedings, return the then unexpended and unencumbered portion of the Deposits to the Owner.

(c) If the Bonds are issued by the Community Facilities District, the City shall reimburse the Owner, without interest, for the portion of the Deposits that has been expended or encumbered, said reimbursement to be made within 15 business days after the issuance of such Bonds, solely from the proceeds of such Bonds and only to the extent otherwise permitted under the Act. The Finance Director of the City, or his or her designee, shall, within 15 business days after the issuance of such Bonds, return the then unexpended and unencumbered portion of the Deposits and interest, if any, to the Owner.

**Section 3. Reimbursement of Other Costs.** Nothing contained herein shall prohibit reimbursement of other costs and expenses of Owner incurred in connection with the Community Facilities District from the proceeds of the Bonds. Any such reimbursement shall be made solely from the proceeds of the Bonds and only to the extent otherwise permitted under the Act and otherwise provided for in the Change Proceedings.

**Section 4. Abandonment of Proceedings.** The Owner acknowledges and agrees that the issuance of the Bonds shall be in the sole discretion of the City. No provision of this Deposit Agreement shall be construed as an agreement, promise or warranty of the City to issue the Bonds.

**Section 5. Deposit Agreement Not Debt or Liability of City.** To the extent provided in Section 53314.9(b) of the Act, this Deposit Agreement does not constitute a debt or liability of the City, but shall constitute a debt and liability of the Community Facilities District. The City shall not be obligated to advance any of its own funds to pay Modification Costs or any other costs



incurred in connection with the Change Proceedings. No member of the City Council of the City and no officer, employee or agent of the City shall to any extent be personally liable hereunder.

**Section 6. Notices.** Any notices, requests, demands, documents, approvals or disapprovals given or sent under this Deposit Agreement from one Party to another (collectively, “Notices”) may be personally delivered, transmitted by electronic mail or deposit with the United States Postal Service for mailing, postage prepaid, to the address of the other Party as stated in this Section, and shall be deemed to have been given or sent at the time of personal delivery, electronic mail or, if mailed, seventy-two hours following the date of deposit in the course of transmission with the United States Postal Service. Notices shall be sent as follows:

If to City:

City of Oxnard  
Attn: City Manager  
300 West Third Street, 3<sup>rd</sup> Floor  
Oxnard, California 93030

with copy to:

City Attorney  
City of Oxnard  
305 West Third Street, Suite 100E  
Oxnard, California 93030

If to Owner:

Fifth Harbor Owner, LLC  
c/o Harridge Development Group, LLC  
1875 Century Park East, Suite 1130  
Los Angeles, CA 90067  
Attn: David Schwartzman, Jim Stringer and Bill Myers  
Email: david@harridgedevelopmentgroup.com,  
jimstringer@harridgedevelopmentgroup.com,  
bill@harridgedevelopmentgroup.com

with copy to:

Holland and Knight LLP  
1901 Avenue of the Stars, Suite 1200  
Los Angeles, CA 90067  
Attn: Doug Praw  
Email: doug.praw@hkllaw.com

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is

addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, whether by telex, or electronic mail upon the sender's receipt of an appropriate answerback or other written acknowledgement, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

**Section 7. Indemnification.** The Owner hereby agrees to indemnify, defend (with counsel acceptable to the City), protect and hold harmless the City and the Community Facilities District and their elective or appointive boards, council members, officers, and employees from any and all claims, rights, grievances, demands, damages, debts, liabilities, obligations, costs, expenses, causes of action, or damages of any kind or nature, including attorneys' fees, whether known or unknown, existing or potential, anticipated or unanticipated, or which may hereafter be sustained, arising out of or related to any acts or omissions taken by the Owner's officers, employees, contractors and agents with respect to this Deposit Agreement or the Change Proceedings, unless the same are caused by the negligence or willful misconduct of the City or the Community Facilities District or their elective or appointive boards, council members, officers, and employees. This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable or insurance proceeds are available to the Owner. Any such policy limits do not act as a limitation upon the amount of indemnification to be provided by the Owner.

**Section 8. Release.** Except in the event of the City's or Community Facilities District's or their elective or appointive boards, council members, officers, and employees, negligence or willful misconduct, and except as to the terms and conditions of this Deposit Agreement, the Owner hereby fully and irrevocably releases, waives, acquits and discharges the City and the Community Facilities District and their electives or appointive boards, council members, officers, and employees of and from any and all claims, rights, grievances, demands, debts, liabilities, obligations, costs, expenses, causes of action, or damages of any nature, including attorney's fees, whether known or unknown, existing or potential, anticipated or unanticipated, or which may hereafter be sustained, arising out of, related to, or having any connection with this Deposit Agreement, or the Change Proceedings.

To this end, except as to the terms and conditions of this Deposit Agreement, the Owner expressly waives and relinquishes all rights and benefits under California Civil Code Section 1542, which states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

**Section 9. California Law.** This Deposit Agreement shall be governed and construed in accordance with the laws of the State of California. The Parties shall be entitled to seek any remedy available at law and in equity. All legal actions must be instituted in the Superior Court of the County of Ventura, State of California, in an appropriate municipal court in Ventura County, or in the United States District Court for the District of California in which Ventura County is located.

**Section 10. Successors and Assigns.** This Deposit Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

**Section 11. Counterparts.** This Deposit Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

**Section 12. Other Agreements.** The obligations of the Owner hereunder shall be that of a party hereto. Nothing herein shall be construed as affecting the City's or Owner's rights, or duties to perform their respective obligations, under applicable law, other agreements, use regulations or subdivision requirements relating to the development. This Deposit Agreement shall not confer any additional rights, or waive any rights given, by either party hereto under any development or other agreement to which they are a party.

**Section 13. Titles and Captions.** Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Deposit Agreement or of any of its terms. Reference to section numbers are to sections in this Deposit Agreement, unless expressly stated otherwise.

**Section 14. Interpretation.** As used in this Deposit Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Deposit Agreement shall be interpreted as though prepared jointly by both Parties.

**Section 15. No Waiver.** A waiver by either Party of a breach of any of the covenants, conditions or agreements under this Deposit Agreement to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Deposit Agreement.

**Section 16. Modifications.** Any alteration, change or modification of or to this Deposit Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party.

**Section 17. Severability.** If any term, provision, condition or covenant of this Deposit Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Deposit Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

**Section 18. Legal Advice.** Each Party represents and warrants to the other the following: they have carefully read this Deposit Agreement, and in signing this Deposit Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Deposit Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Deposit Agreement; and, they have freely signed this Deposit Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other

Party, or their respective agents, employees, or attorneys, except as specifically set forth in this Deposit Agreement, and without duress or coercion, whether economic or otherwise.

**Section 19. Cooperation.** Each Party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Deposit Agreement including, but not limited to, releases or additional agreements.

**Section 20. Conflicts of Interest.** No member, official or employee of City shall have any personal interest, direct or indirect, in this Deposit Agreement, nor shall any such member, official or employee participate in any decision relating to the Deposit Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

**IN WITNESS WHEREOF**, the Parties have executed this Deposit Agreement as of the date set forth on the first page hereof.

**“CITY”**

**CITY OF OXNARD,**  
a municipal corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**“OWNER”**

**FIFTH HARBOR OWNER, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

### **PROPERTY DESCRIPTION**

The following described property is situated in the City of Oxnard, County of Ventura, State of California:

Tracts 5592-1 & 5592-2

**EXHIBIT B**

**City of Oxnard  
Community Facilities District No. 9  
(Northshore at Mandalay Bay)**

**CERTIFICATE REGARDING  
DISBURSEMENTS PURSUANT TO THE  
DEPOSIT AND REIMBURSEMENT AGREEMENT**

**The undersigned hereby states and certifies:**

(1) that he/she, as the duly qualified Finance Director of the City of Oxnard, a municipal corporation duly organized and existing under the laws of the State of California (the “City”) is authorized pursuant to the Deposit and Reimbursement Agreement, dated as of \_\_\_\_\_, 2025 (the “Agreement”), by and between the City and Fifth Harbor Owner, LLC, relating to the Change Proceedings (as defined in the Agreement), to execute and deliver this certificate;

(2) that pursuant to the Agreement, each obligation shown on Exhibit 1 has been properly incurred as a Modification Cost;

(3) that no item to be paid pursuant to this Certificate has been previously paid or reimbursed from the Deposits; and

(4) that capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Agreement.

Dated: \_\_\_\_\_

**CITY OF OXNARD,**  
a municipal corporation

By: \_\_\_\_\_  
Title: Finance Director

**TO: CITY COUNCIL OF CITY OF OXNARD**

**FROM: FIFTH HARBOR OWNER, LLC**

**PETITION REQUESTING MODIFICATIONS TO  
CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. 9  
(NORTHSHORE AT MANDALAY BAY)**

**(INCLUDING CONSENT AND WAIVER OF CERTAIN PROCEDURES  
AND TIME REQUIREMENTS WITH RESPECT TO PUBLIC HEARING  
AND LANDOWNER ELECTION)**

The undersigned, on behalf of FIFTH HARBOR OWNER, LLC, a Delaware limited liability company (the "Property Owner"), does hereby certify under penalty of perjury that the following statements are all true and correct:

1. As of the date hereof, the Property Owner is the owner of certain property located in the City of Oxnard (the "City") described on Exhibit "A" attached hereto (the "Property").

2. The undersigned is authorized to represent the Property Owner and has the authority to petition the City Council (the "Council") of the City, in its capacity as legislative body (the "Legislative Body") of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) (the "CFD") and to give the consent and waiver contained herein with respect to modifications to the CFD pursuant to provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), being Chapter 2.5 of Part 1 of Division 2 of title 5 (commencing with Section 53311) of the California Government Code.

3. The undersigned, pursuant to Section 53332 of the Act, hereby requests that proceedings be commenced within the CFD to (i) change the original rate and method of apportionment to increase certain special tax rates; (ii) increase the maximum bonded indebtedness for the CFD; (iii) change the funding and acquisition agreement to modify the public facilities and services; and (iv) revise the appropriations limit for the CFD.

4. The undersigned hereby certifies that as of the date of this Petition, the Property consists of approximately 67.45 acres of land. To the undersigned's best knowledge no registered voters reside within the Property, and there will be none during the 90-day period preceding the public hearing to be conducted by the City Council pursuant to Government Code Section 53336.

5. The undersigned has had an opportunity to consult with legal counsel with respect to the matters contained herein and is fully and completely informed of and understands the matters contained herein.



6. The undersigned agrees that it received adequate notice of the public hearing proposed for October 15, 2024. The Property Owner and the appropriate officers thereof have received necessary and relevant information regarding the CFD and the proposed modifications to the CFD and the CFD has made available to the Property Owner sufficient opportunity to obtain such information.

7. In accordance with the provisions of the Act, and specifically Sections 53326(a) and 53327(b) thereof allowing certain time and conduct requirements relative to a special landowner election to be waived with the unanimous consent of all the landowners and concurrence of the election official conducting the election, the undersigned (i) expressly consents to the conduct of the special election at the earliest possible time following the conclusion of the public hearing and (ii) expressly waives any requirement to have the special election conducted within the time periods specified in Section 53326 and Section 53327 of the Act or in the California Elections Code.

8. On or about September 4, 2024, the Property Owner and the appropriate officers thereof were made aware of the proposed November 19, 2024 public hearing to be held regarding the modifications to the CFD. The undersigned agrees that it received adequate notice of the hearing. The Property Owner and the appropriate officers thereof have received necessary and relevant information regarding the modifications to the CFD and the CFD has made available to the Property Owner sufficient opportunity to obtain such information.

9. In accordance with the provisions of the Act, and specifically Sections 53326(a) and 53327(b) thereof allowing certain time and conduct requirements relative to a special landowner election to be waived with the unanimous consent of all the landowners to be included in a community facilities district and concurrence of the election official conducting the election, the undersigned (i) expressly consents to the conduct of the special election at the earliest possible time following the public hearing and (ii) expressly waives any requirement to have the special election conducted within the time periods specified in Section 53326 of the Act or in the California Elections Code.

10. The undersigned waives any requirement for the mailing of the ballot for the special election and expressly agrees that said election may be conducted by mailed or hand-delivered ballot to be returned as quickly as possible to the designated election official, being the office of the City Clerk and the undersigned requests that the results of said election be canvassed and reported to the Council at the same meeting of the Council as the public hearing on the formation of the CFD or the next available meeting.

11. The undersigned expressly waives all applicable waiting periods for the election and waives the requirement for analysis and arguments relating to the special election, as set forth in Section 53327 of the Act, and consents to not having such materials provided to the landowner in the ballot packet, and expressly waives any requirements as to the form of the ballot.

12. The undersigned expressly waives all notice requirements relating to hearings and special elections, whether by posting, publishing or mailing, and whether such requirements are

found in the California Elections Code, the California Government Code or other laws or procedures, including but not limited to any notice provided for by compliance with the provisions of Section 4101 of the California Elections Code.

13. Property Owner hereby appoints Brad Woomer, as its authorized representative to vote in the election referred to herein and certifies that his true and exact signature is set forth below:

  
\_\_\_\_\_  
[signature]

14. The undersigned hereby consents to and expressly waives any and all claims based on any irregularity, error, mistake or departure from the provisions of the Act (other than the holding and accurate counting of votes at the election) or other laws of the State and any and all laws and requirements incorporated therein, and no step or action in any proceeding relative to the modifications to the CFD or the special election therein shall be invalidated or affected by any such irregularity, error, mistake or departure.

15. The undersigned further agrees that this Petition shall not be considered as filed with the City for purposes of commencing proceedings for the modifications to the CFD under the Act unless and until deemed filed by the City in its absolute discretion.

IN WITNESS WHEREOF, we hereunto set our hand this \_\_\_\_ day of September, 2024.

**FIFTH HARBOR OWNER, LLC,**  
a Delaware limited liability company

By:  \_\_\_\_\_

Name: Bud Woom

Title: Authorized Signatory

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF OXNARD THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

---

City Clerk

## **EXHIBIT A**

### **DESCRIPTION OF THE PROPERTY**

The following described property is situated in the City of Oxnard, County of Ventura, State of California:

[Tracts 5592-1 & 5592-2]

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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD,  
CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE CITY OF  
OXNARD COMMUNITY FACILITIES DISTRICT NO. 9 (NORTHSHORE AT  
MANDALAY BAY), APPROVING A DEPOSIT AND REIMBURSEMENT  
AGREEMENT RELATING TO CHANGE PROCEEDINGS FOR SAID  
COMMUNITY FACILITIES DISTRICT

WHEREAS, the City Council (the “City Council”) of the City of Oxnard (the “City”) formed a community facilities district pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), known as the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) (the “CFD”) to replace the previously formed City of Oxnard Community Facilities District No. 6; and

WHEREAS, Sections 53314.9 and 53332 of the Act provide that, at any time either before or after the formation of a community facilities district, the legislative body may accept advances of funds from any source, including, but not limited to, private persons or private entities and may provide, by resolution, for the use of those funds for any authorized purpose, including, but not limited to, paying any cost incurred by the local agency in modifying a community facilities district (including the issuance of bonds thereby); and

WHEREAS, Fifth Harbor Owner, LLC (“Owner”), as owner of the property within the CFD (the “Property”), has agreed to advance funds to the City to cover certain costs for change proceedings for the CFD that are eligible for reimbursement upon the sale of bonds by the CFD from the proceeds of such bonds; and

WHEREAS, there has been submitted to this City Council a Deposit and Reimbursement Agreement relating to such funds, and this City Council, with the aid of its staff, has reviewed said documents and found them to be in proper order.

NOW, THEREFORE, the City Council of the City of Oxnard, acting as the legislative body of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay), does resolve as follows:

PART 1. The above recitals are true and correct.

PART 2. The City Council hereby approves the Deposit and Reimbursement Agreement by and between the City and Owner, in substantially the form presented to the City Council at this meeting. The Mayor, the City Manager, the Assistant City Manager and Finance Director are hereby authorized to execute the Deposit and Reimbursement Agreement with such revisions, amendments and completions as shall be approved by the officer executing the same, such approval to be conclusively evidenced by the execution and delivery thereof.

PART 3. The City Clerk shall certify to the adoption of this Resolution.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the \_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Luis A. Mc Arthur, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lourdes A. Lopez, City Clerk

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

## RESOLUTION NO.

RESOLUTION OF CONSIDERATION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. 9 (NORTHSHORE AT MANDALAY BAY), DECLARING ITS INTENTION TO MODIFY THE RATE AND METHOD OF APPORTIONMENT OF THE SPECIAL TAX RELATING TO SAID COMMUNITY FACILITIES DISTRICT, INCREASE CERTAIN SPECIAL TAX RATES, ADD A NEW SPECIAL TAX, INCREASE THE MAXIMUM BONDED INDEBTEDNESS, AMEND A FUNDING AND ACQUISITION AGREEMENT AND REVISE THE APPROPRIATIONS LIMIT OF SAID COMMUNITY FACILITIES DISTRICT, AND OTHER RELATED ACTIONS IN CONNECTION THERETO

WHEREAS, the City Council (the “Council”) of the City of Oxnard, California (the “City”), on September 7, 2021, adopted its Resolution No. 15,482 (the “Resolution of Intention”) stating its intention to form the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) (the “District”) consisting of certain property within the City (the “Property”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the “Act”) being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, pursuant to Resolution No. 15,483, adopted on September 7, 2021 (the “Resolution of Intention to Incur Bonded Indebtedness”), the Council declared its intention to finance certain facilities and incidental expenses through the incurrence of bonded indebtedness in an amount not to exceed \$22,500,000 for the District (the “Original Bonded Indebtedness”); and

WHEREAS, on October 5, 2021, the Council held a public hearing as required by law and the Act on all matters pertaining to the formation of the District, including the boundaries of the District, the special taxes relating to the District (the “Original Special Taxes”), including the special tax for certain facilities (the “Original Special Tax - Facilities”), the special tax for general “Special Tax – Services”) and the special tax for certain remediation services (the “Special Tax - Environmental”), the description of the authorized facilities (the “Facilities”) and the authorized general services (the “General Services”) and the authorized remediation services (the “Remediation Services,” and together with the General Services, the “Services”) and the incurrence of the Original Bonded Indebtedness, and such matters were not precluded by a majority protest; and

WHEREAS, following said public hearing, the Council adopted Resolution No. 15,492 on October 5, 2021, determining the validity of prior proceedings, and establishing the District (the “Resolution of Formation”); and

WHEREAS, pursuant to Sections 53313 .5 and 53314.9 of the Act, the Council approved a Funding and Acquisition Agreement by and between the City, acting on behalf of the District and MPL Property Holdings LLC (the “Funding and Acquisition Agreement”) relating to the



construction, acquisition, payment and reimbursement of the Facilities, which Funding and Acquisition Agreement was assumed by Fifth Harbor Owner, LLC (the “Owner”); and

WHEREAS, the map of the boundaries of the District (the “Map”) has been recorded in the Office of the County;

WHEREAS, the Council, in its capacity as the legislative body of the District (the “Legislative Body”) called and duly held an election within the District pursuant to Resolution No. 15,493 (the “Resolution Calling Election”) adopted on October 5, 2021, for the purpose of presenting to the qualified electors propositions for the levy of the Original Special Tax – Facilities, the Special Tax – Services and the Special Tax – Environmental and the authorization to issue the Original Bonded Indebtedness related to the Original Special Tax - Facilities; and

WHEREAS, as shown in Resolution No. 15,494 (the “Resolution Declaring Results”), the canvass of the votes cast in the District at the special election held on October 5, 2021, resulted in a unanimous vote of the qualified electors voting at said election; and

WHEREAS, pursuant to Ordinance No. 3004 adopted by the Legislative Body on October 19, 2021, the District is authorized to levy the Original Special Taxes within the District at the rates and pursuant to the formulas set forth in the Resolution of Formation ( the “Original RMA”); and

WHEREAS, the District has not yet incurred any indebtedness; and

WHEREAS, Owner, the current owner of the Property, has approached the District to consider certain modifications to the District pursuant to the Act; and

WHEREAS, the Legislative Body has received a petition and waiver from the Owner of the Property (the “Petition”) requesting change proceedings to (i) modify the Original RMA to increase the rates for the Special Tax – Facilities and the Special Tax – Services and add a new special tax for State parks (the “Special Tax – State Parks”); (ii) increase the maximum bonded indebtedness for the District; (iii) amend the Funding and Acquisition Agreement; and (iv) revise the appropriations limit for the District, in accordance with the terms of this Resolution; and

WHEREAS, the Legislative Body has determined that the Petition complies with the requirements of Government Code Section 53332 and now intends to consider such change proceedings; and

NOW, THEREFORE, the City Council of the City of Oxnard, acting as the legislative body of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay), does resolve as follows:

PART 1. The Council hereby proposes to institute change proceedings for the District pursuant to and in accordance with the terms of the Act.

PART 2. The exterior boundaries of the District are to remain the same and are described on that certain map on file in the office of the City Clerk entitled “Map of Proposed Boundaries City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay).”

PART 3. The name of the District shall remain the “City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay).”

PART 4. The Facilities which are authorized to be financed by the District as described in the Resolution of Formation are hereby modified to include, but not limited to, the Facilities set forth on Exhibit A hereto and by this reference incorporated herein. Such Facilities need not be physically located within the District.

PART 5. The General Services which are authorized to be provided and financed by the District as described in the Resolution of Formation are hereby modified to include, but not limited to, the Services set forth on Exhibit B and by this reference incorporated herein.

PART 6. The Remediation Services which are authorized to be provided and financed by the District remain the same as described in the Resolution of Formation and by this reference incorporated herein.

PART 7. The State Park Services which are proposed to be added and authorized to be provided and financed by the District include, but not limited to, the State Park Services set forth in Exhibit C and by this reference incorporated herein.

PART 8. Proposed changes to Original RMA include the increase of the rates for the Special Tax - Facilities and the Special Tax – Services and the addition of the Special Tax – State Parks. Except where funds are otherwise available, it is the intention of the District to levy annually in accordance with procedures contained in the Act (i) an amended facilities special tax within the District (the “Amended Special Tax – Facilities”) sufficient to pay for the costs of financing the purchase, construction, expansion, modification, rehabilitation or improvement of the Facilities, including the principal of and interest on two or more series of the bonds proposed to be issued to finance the Facilities and other periodic costs, the establishment and replenishment of reserve funds, the remarketing, credit enhancement and liquidity fees, the costs of administering the levy and collection of the Special Taxes and all other costs of the levy of the Special Taxes and issuance of the bonds, including any foreclosure proceedings, architectural, engineering, inspection, legal, fiscal, and financial consultant fees, discount fees, interest on bonds (but not to exceed two years), election costs and all costs of issuance of the bonds, including, but not limited to, fees for bond counsel, disclosure counsel, financing consultants and printing costs, and all other administrative costs of the tax levy and bond issues, (ii) an amended services special tax (the “Amended Special Tax – Services”) within the District sufficient to pay for the costs of financing the General Services, (iii) a proposed new Special Tax – State Parks within the District to pay for the costs financing the State Park services and fees, and (iv) a Special Tax – Environmental within the District sufficient to pay for the costs of financing the Remediation Services.

The Amended Special Tax – Facilities, the Amended Special Tax – Services, the Special Tax – State Parks, and the Special Tax – Environmental shall be referred to collectively as the “Special Taxes.” The Special Taxes shall be secured by the recordation of an amended and restated notice of the continuing lien against all nonexempt real property in the District. In the first year in which such a Special Taxes are levied, the levy shall include a sum sufficient to repay to the City all amounts, if any, transferred to the District pursuant to Section 53314 of the Act and

interest thereon. The City may extend such payments as provided in the Act. The Original RMA and manner of collection of the Original Special Taxes is proposed to be amended and restated (the “Amended RMA”) as described in detail in Exhibit “A” attached hereto and incorporated herein by this reference. The Special Taxes are based upon the cost of financing the Facilities, the General Services, the State Parks services and fees, the Remediation Services, incidental expenses in the District, the demand that each parcel will place on City or other public agency for the Facilities, the General Services, State Parks and Remediation Services and other reasonable factors. The Amended RMA allows each landowner within the District to estimate the maximum amount that may be levied against each parcel.

PART 9. The Special Taxes are apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and as described in the Amended RMA and such Special Taxes are not levied on or based upon the value or ownership of real property. In the event that a portion of the property within the District shall become for any reason exempt, wholly or partially, from the levy of the Special Taxes, the Council shall, on behalf of the District, increase the levy to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the required payments, subject to the maximum tax. Under no circumstances, however, shall the Amended Special Tax - Facilities levied in any fiscal year against any parcel used for private residential purposes be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the District by more than 10 percent above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. Furthermore, the maximum Amended Special Tax - Facilities authorized to be levied against any parcel used for private residential purposes shall not be increased over time in excess of 2 percent per year.

Special Tax - Facilities shall not be levied or collected after fiscal year 2068-69, except that Special Tax - Facilities that was lawfully levied in or before such final tax year and that remains delinquent may be collected in subsequent years. Special Tax - Services shall be levied and collected in perpetuity. Special Tax - Environmental and Special Tax – State Parks shall be levied and collected as provided in the Amended RMA.

The Council hereby determines that the maximum Amended Special Tax – Facilities may include an increase of no more than 2 percent per year as described in the Amended RMA.

PART 10. The District determines that it is necessary to increase the Original Bonded Indebtedness within the boundaries of the District from the principal amount not to exceed \$22,500,000 to not to exceed \$40,000,000 within the District (the “Bonded Indebtedness”), to finance the costs of the Facilities and incidental expenses, including, but not limited to, the funding of reserve funds for the bonds, the financing of costs associated with the issuance of the bonds and all other costs and expenses necessary to finance the Facilities which are permitted to be financed pursuant to the Act.

PART 11. It is the intent of the Legislative Body to authorize the sale of bonds in one or more series for the District in the maximum aggregate principal amount of not to exceed \$40,000,000 at a maximum interest rate not in excess of 12 percent per annum or such rate not in excess of the maximum rate permitted by law at the time the bonds are issued. The term of the

bonds shall be determined pursuant to a resolution of the Legislative Body authorizing the issuance of the bonds, but such term shall in no event exceed 40 years.

PART 12. The District determines that it is necessary to revise the Original Appropriations Limit within the boundaries of the District from the initial amount of \$5,000,000 to an amount equal to \$40,000,000, as defined by Article XIII B of the California Constitution, as adjusted for changes in the cost of living and changes in population.

PART 13. A public hearing (the "Hearing") on the proposed modifications to the District as specified in this Resolution shall be held on June 26, 2025, at 6:00 p.m., or as soon thereafter as practicable, at the chambers of the City Council of the City of Oxnard, 305 West Third Street, Oxnard, CA 93030. At the time and place set forth for the Hearing, any interested person, including all persons owning lands or registered to vote within the District may appear or be heard. Any protests may be made orally or in writing, except that any protests pertaining to the regularity or sufficiency of such proceedings shall be in writing and shall clearly set forth the irregularities and defects to which the objection is made. All written protests shall be filed with the City Clerk on or before the time fixed for such Hearing, and any written protest may be withdrawn in writing at any time before the conclusion of such Hearing. If written protests against the modifications to the District are filed by (a) fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the District, or (b) the owners of one-half (½) or more of the area of land included within the District, the proceedings shall be abandoned. If said majority protest is limited to certain types of proposed modifications, those modifications must be eliminated by the Council.

Should the Legislative Body determine to amend the District as described in this Resolution, a special election will be held within the District to authorize such modifications in accordance with the procedures contained in Government Code Section 53326. If held, and there are less than 12 registered voters in the District, the proposed voting procedure at the elections will be a landowner vote with each landowner who is the owner of record of land within the District at the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the District. Ballots for the special election may be distributed by mail or by personal service.

PART 14. Each City officer who is or will be responsible for the Facilities to be financed by the District, is hereby directed to study the proposed changes to the District and, at or before the time of the above-mentioned Hearing, file a report with the Legislative Body, and which is to be made a part of the record of the Hearing, containing a brief description of the Facilities by type which will in his or her opinion be required to adequately meet the needs of the District and his or her estimate of the cost of providing the Facilities, General Services and State Parks services and fees, including an estimate of the fair and reasonable cost of all Incidental Expenses, including the cost of planning and designing the Facilities to be financed pursuant to the Act, the cost of environmental evaluations of such Facilities, all costs associated with the amendment of the District, issuance of bonds, determination of the amount of any special taxes, collection of any special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the City

with respect to the District, and any other expenses incidental to the construction, completion and inspection of the authorized work to be paid through the proposed financing.

PART 15. The City may accept advances of funds or work-in-kind from any sources, including private persons or private entities, and is authorized and directed to use such funds for any authorized purpose, including any cost incurred in creating the District or changes to the District. The District may enter into an agreement to repay all of such funds as are not expended or committed for any authorized purpose at the time of the election, if the proposal to modify the District should fail, and to repay all of such funds advanced if the modifications shall be approved by the qualified electors.

PART 16. The City Clerk is hereby directed to publish a notice ("Notice") of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the District. Such Notice shall contain the text or a summary of this Resolution, state the time and place of the Hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the District as provided in Section 53324 of the Act and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

PART 17. Pursuant to Section 53344.1 of the Act, the Legislative Body hereby reserves to itself, in its sole discretion, the right and authority by subsequent resolution to allow any owner of property within the District, subject to the provisions of Section 53344.1 of the Act and those conditions as it may impose, and any applicable prepayment penalties as prescribed in the bond indenture or comparable instrument or document, to tender to the District treasurer in full payment or part payment of any installment of the Special Taxes or the interest or penalties thereon which may be due or delinquent, but for which a bill has been received, any bond or other obligation secured thereby, the bond or other obligation to be taken at par and credit to be given for the accrued interest shown thereby computed to the date of tender.

PART 18. The voting procedure with respect to the modifications to the District shall be as follows:

(a) If at least 12 persons have been registered to vote within the District for each of the ninety (90) days preceding the close of the Hearing, the vote in the Election shall be by the registered voters of the District with each voter having one vote. In that event, the Election shall be conducted by the City Clerk (the "Election Official") and shall be held on a date selected by the City Council in conformance with the provisions of Section 53326 of the Act and pursuant to the provisions of the Elections Code of the State of California governing elections of cities, insofar as they may be applicable, and pursuant to said Section 53326 the ballots for the Election shall be distributed to the qualified electors of the District by mail with return postage prepaid, and the Election shall be conducted as a mail ballot election.

(b) If at the time of the close of the Hearing, and for at least one day of the preceding ninety (90) days, less than 12 persons have been registered to vote within the District, and pursuant to Section 53326 of the Act, the vote is therefore to be by the landowners within the

District, with each landowner of record at the close of the Hearing having one vote for each acre or portion of an acre of land that he or she owns within the District, the Election shall be conducted by the Election Official as follows:

(1) The Election shall be held on the earliest date, following the Hearing and adoption of a resolution submitting the propositions, upon which such Election can be held pursuant to said Section 53326 which may be selected by the Council, or such earlier date as the owners of land within the District and the Election Official agree and concur is acceptable.

(2) Pursuant to said Section 53326, the Election may be held earlier than ninety (90) days following the close of the Hearing if the qualified electors within the District waive the time limits for conducting the elections set forth in said Section 53326 by unanimous written consent and the Election Official concurs in such earlier election date as shall be consented to by the qualified electors.

(3) Pursuant to said Section 53326, ballots for the Election shall be distributed to the qualified electors by the Election Official by mail with return postage prepaid, or by personal service.

(4) Pursuant to applicable sections of the Elections Code of the State of California governing the conduct of mail ballot elections of cities, and the City, the Election Official shall, among other things, mail or deliver or cause to be mailed or delivered to each qualified elector an official ballot in a form specified by the Council in the resolution calling the Election, and a return identification envelope with prepaid postage thereon addressed to the Election Official for returning voted official ballots.

(5) The official ballot to be mailed or delivered by the Election Official to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot.

(6) The return identification envelope mailed or delivered by the Election Official to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of said declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the Election Official.

(7) The instruction to voter form to be mailed or delivered by the Election Official to the landowner-voters shall inform them that the official ballots shall be returned to the Election Official properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by the hour on the date of the Election which is specified by the Election Official for the receipt of ballots; provided that if all qualified voters have voted, the Election may be closed by the Election Official.

(8) Upon receipt of the return identification envelopes which are returned prior to the voting deadline on the date of the Election, the Election Official shall canvass the votes cast in the Election, and shall file a statement with the Council as to the results of such canvass and the election on each proposition set forth in the official ballot.

The procedures set forth in this section for conducting the Election, if held, may be modified as the Council may determine to be necessary or desirable.

PART 18. The City Clerk shall certify to the adoption of this Resolution.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the \_\_\_\_ day of June, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Luis A. Mc Arthur, Mayor

ATTEST:

APPROVED AS TO FORM:

---

Lourdes A. Lopez, City Clerk

---

Stephen M. Fischer, City Attorney



**EXHIBIT A****ESTIMATED DESCRIPTION AND BUDGET OF FACILITIES****Preliminary List of Authorized Facilities****March 5, 2025**

| <b>City of Oxnard Improvements</b>                      |     | <b>Rate</b>  | <b>Per</b> | <b>Units</b> | <b>Total</b>         |
|---------------------------------------------------------|-----|--------------|------------|--------------|----------------------|
| Sewer Lift Station                                      | [1] | \$ 1,368,459 | Total      | 1            | \$ 1,368,459         |
| On-Site Water Improvements                              | [1] | 4,729,625    | Total      | 1            | 4,729,625            |
| Harbor Blvd / 5th Street (SD)                           | [1] | 1,754,669    | Total      | 1            | 1,754,669            |
| Harbor Blvd / 5th Street (Streets)                      | [1] | 9,333,033    | Total      | 1            | 9,333,033            |
| Prevailing Wage                                         | [1] | 0%           | of Costs   | 17,185,786   | -                    |
| Construction Management/Engineering                     | [1] | 5%           | of Costs   | 17,185,786   | 859,289              |
| <b>Total City Improvements</b>                          |     |              |            |              | <b>\$ 18,045,075</b> |
| <b>City of Oxnard Impact Fees</b>                       |     | <b>Rate</b>  | <b>Per</b> | <b>Units</b> | <b>Total</b>         |
| Sewer Connection Fee (3/4" Meter)                       | [2] | \$ 5,256     | DU         | 292          | \$ 1,534,752         |
| Water System Connection Fee (3/4" Meter)                | [2] | 3,133        | DU         | 292          | 914,836              |
| Storm Drain Fee                                         | [3] | 23,885       | ACRE       | 52.76        | 1,260,189            |
| Traffic Impact Fee (Single Family)                      | [3] | 12,267       | DU         | 292          | 3,581,833            |
| Mobility Fee                                            | [3] | 3,815        | DU         | 292          | 1,113,927            |
| Quimby Fees (Estimate)                                  | [3] | 8,799        | DU         | 292          | 2,569,308            |
| Growth Requirement Capital Fee                          | [3] | 6,719        | DU         | 292          | 1,961,837            |
| Parks and Recreation Fee                                | [3] | 7,855        | DU         | 292          | 2,293,786            |
| Public Art Program                                      | [3] | 0.34         | SF         | 846,590      | 287,841              |
| <b>Total City Impact Fees</b>                           |     |              |            |              | <b>\$ 15,518,308</b> |
| <b>Total Eligible City Impact Fees and Improvements</b> |     |              |            |              | <b>\$ 33,563,383</b> |

[1] Reflects the estimated City of Oxnard improvement costs per Cost to Complete Budget dated 12/29/2022.

[2] Reflects the current City of Oxnard Development Sewer and Water Connection Fees per the fee schedule dated 7/18/2024. Water meter sizes per Cost to Complete Budget dated 12/29/2022.

[3] Reflects the current City of Oxnard Development Impact Fees per the fee schedule dated 7/18/2024. Assumes the project is market rate per the May 2023 Zonda report. The estimated Quimby fee reflected above per the Cost to Complete Budget dated 12/29/2022. Final Quimby fee subject to change per discussion with the City to determine the land value that will be used to calculate the final Quimby fee.

**EXHIBIT B**

**ESTIMATED DESCRIPTION AND BUDGET OF SERVICES**

**Initial Annual Budget - Services**

| <u>CFD Eligible Services</u>                    | <u>Total<br/>Costs</u> |
|-------------------------------------------------|------------------------|
| Landscape & Street Lights (Harbor & 5th)        | \$103,645              |
| Sewer Lift Station                              | 42,000                 |
| Public Storm Drain Maintenance (Harbor & 5th)   | 72,841                 |
| City Administration                             | 214,570                |
| Mandalay State Beach Maintenance/Patrol Funding | 86,000                 |
| RPA Maintenance (24 Acres)                      | 15,714                 |
| Milk Vetch Maintenance                          | <u>88,180</u>          |
| <i>Total Estimated Annual Costs</i>             | <i>\$622,950</i>       |
| <i>Contingency (10%)</i>                        | <i>62,295</i>          |
| <i>Total</i>                                    | <i>\$685,245</i>       |

**EXHIBIT C**

**ESTIMATED BUDGET AND DESCRIPTION OF STATE PARK FEES AND SERVICES**

MANDALAY STATE BEACH  
RESOURCE PROTECTION MEASURES OPERATING PLAN AND BUDGET  
13-Sep-05

(California Department of Parks and Recreation, County of Ventura Parks Department  
and Trimark Pacific Homes)

**Initial Investment/Set-up Costs - Projected**

| Description                                    | Cost of Material | Total            |
|------------------------------------------------|------------------|------------------|
| <u>Plover Fencing</u>                          |                  |                  |
| 5/8 " Anchor Rods @ 6 foot intervals           | \$7.80 ea.       | \$4,680          |
| Nylon Rope - 4,712 l.f.                        | \$0.53 per ft.   | \$2,505          |
| <u>Fence Installation</u>                      |                  |                  |
| 1 Labor Foreman @ 80 hours                     | 37.55/hr.        | \$3,004          |
| 4 Laborers @ 80 hours                          | \$34.15/hr       | \$10,928         |
| <u>Demolition Post and Chain Link Fence</u>    |                  | \$9,400          |
| <u>Dune Fencing</u>                            |                  |                  |
| Wood rail fence with vinyl chain link 6,500 lf | \$11.75          | \$76,375         |
| One-time Dune Fence Labor                      |                  |                  |
| 1 Labor Foreman @ 90 hours                     | \$37.55          | \$3,379          |
| 2 Laborers @ 90 hours                          | \$34.15          | \$3,074          |
| <u>Signs</u>                                   |                  |                  |
| (60) 11" X 17" Informational site signs        | \$12.75 ea.      | \$765            |
| (25) 12" x 24" Directional Signs               | \$12.75 ea.      | \$153            |
| (3) 48" x 60" Interpretive Signs               | \$1,200 ea.      | \$3,600          |
| Environmental Review/Permitting Fees           |                  | \$7,500          |
| <b>Total</b>                                   |                  | <b>\$125,363</b> |

**Annual Maintenance Costs - Estimate**

|                                                     |             |          |
|-----------------------------------------------------|-------------|----------|
| <u>Replacement Costs-Plover Fence</u>               |             | \$3,713  |
| <u>Replacement Costs-Plover Signs</u>               |             | \$812    |
| <u>Replacement Costs Permanent Fence and Signs*</u> |             | \$3,999  |
| <u>Annual Plover Fence Labor</u>                    |             |          |
| 1 Labor Foreman @ 80 hours                          | \$37.55/hr. | \$3,187  |
| 4 Laborers @ 80 hours                               | \$34.15/hr. | \$11,594 |
| <u>Ranger</u>                                       |             |          |
| (1) half time Ranger from March 15-September 15     | \$33.32/hr. | \$18,028 |
| 26 weeks @ 20 hours per week = 520 hours            |             |          |
| (Including any necessary equipment and training)    |             | \$ 6,000 |

#### Administration

|                                           |             |         |
|-------------------------------------------|-------------|---------|
| (1) Program Administrator - 90 hours/year | \$49.36/hr. | \$4,442 |
| (1) Admin Officer II (HR) - 40 hours/year | \$60.75/hr. | \$2,430 |
| (1) Operations Supv. - 40 hours/year      | \$36.31/hr. | \$1,452 |
| (1) PSR II - 36 hours/year**              | \$33.32/hr. | \$1,200 |

#### **TOTAL**

**\$56,857**

#### Notes

\* Replacement costs for permanent fence and signs is calculated on a straight line depreciation over 20 years.

\*\* PSR II position will cover 12 (two per month) maintenance inspections for signs and fencing during 5 month period when part time position is vacant.

#### Agreement Between CDPR, Ventura County Parks Department and Trimark Pacific Homes

The program requirements for Mandalay State Beach above are based on the description provided by the Coastal Commission under the Resource Policies relating to offsite resource protection measures in Policy 10.1.h.1) of City of Oxnard Local Coastal Program (LCP) Amendment No. OXN-MAJ-1-00, and the requirements of Condition No. 92 of the Coastal Development Permit (CDP) for the North Shore at Mandalay Bay development (PZ NO. 05-400-4).

The location of Mandalay State Beach and the resource protection measures required by **Condition No. 92** of the CDP are delineated on the aerial photograph attached.

The initial investment/set-up costs set forth above are intended to be an estimate and guide as to the improvements listed and the associated costs indicated. The **actual initial investment/set-up costs** listed will be determined by CDPR and the operator of Mandalay State Beach prior to the construction of residences on the North Shore site and at the time bids are received for those items. The **annual maintenance costs** listed above will be adjusted on July 1, 2006, and thereafter on July 1 of each year in accordance with the CPI at a rate of **3%**. Every five years, commencing with July 1, 2011, **adjustments to the annual maintenance costs to reflect actual costs** listed shall be made by CDPR or the local operator of Mandalay State Beach and communicated to the "funding entity" no later than August 15th.

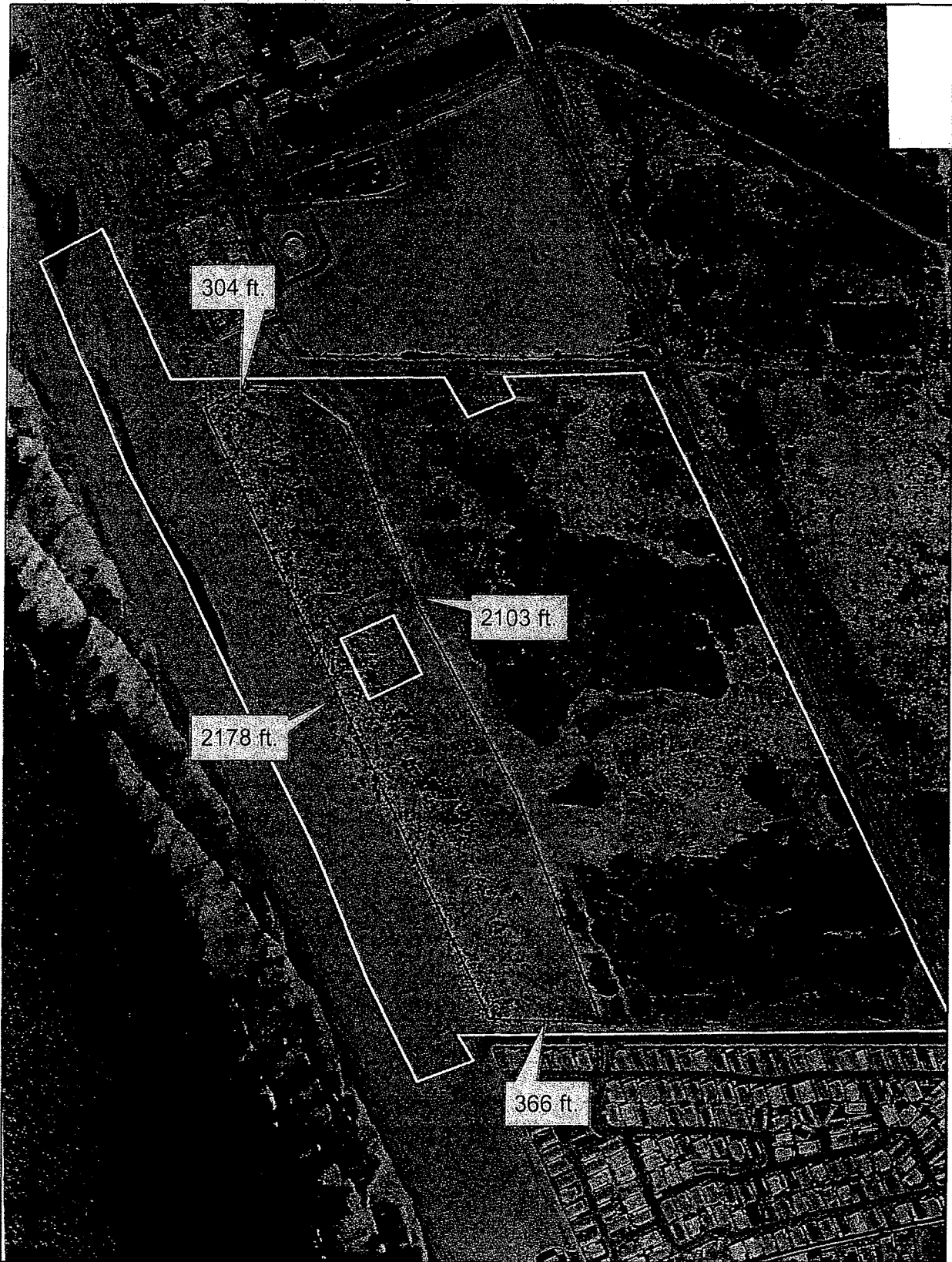
The operator of Mandalay State Beach shall make use of a Trust account for management of all funds disbursed pursuant to this budget. Reconciliation of these funds will occur on a five year cycle. Where surplus funds exist they shall be retained as a contribution toward depreciation and future replacement of permanent fencing, signage and other permanent facilities funded through this condition. Surplus funds will be excluded from the five-year cycle calculation for actual annual maintenance costs. Shortfalls will be addressed in the base budget for the first year of the new cycle. At no time shall funds placed in Trust revert to, or be used for, the General Fund of any operator.

The **actual initial investment/set-up costs**, as determined by CDPR and the operator of Mandalay State Beach, shall be made by the developer, Trimark Pacific Homes, and payable to the operator of Mandalay State Beach, as designated by the property owner, the California Department of Parks and Recreation (CDPR).

As required by Condition No. 92 of CDP approved for the North Shore at Mandalay Bay development, the homeowners association of the development shall be responsible for funding the annual maintenance costs. Payment for annual maintenance costs shall be made annually in a single installment, in advance and by check, no earlier than September 1 and no later than November 30 of each calendar year directly to the operator of Mandalay State Beach. The developer or the homeowners association may assign these funding obligations to a community facilities district (CFD). The parties to this agreement believe that the use of a CFD is appropriate for this purpose and consistent with LCP Policy 10.1.h.1), and shall jointly request that the City of Oxnard include the funding set forth in this operating plan and budget for Mandalay State Beach in the CFD.

The above resource protection measures shall be in place prior to the construction of residences on the North Shore site.

# Proposed Dune Protection Fence Mandalay State Beach



Perimeter of fence: 5,155 ft.  
Room for beach access at North end of fence.  
Access path could be placed at various points  
throughout fence.



**EXHIBIT D**

PROPOSED AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX



**AMENDED AND RESTATED  
RATE AND METHOD OF APPORTIONMENT FOR  
CITY OF OXNARD  
COMMUNITY FACILITIES DISTRICT NO. 9  
(Northshore at Mandalay Bay)**

Three Special Taxes, as hereinafter defined, shall be levied on all Assessor's Parcels in the City of Oxnard (the "City") Community Facilities District No. 9 (Northshore at Mandalay Bay) ("CFD No. 9") and collected each Fiscal Year commencing in Fiscal Year 2024/25, in amounts determined by the City or its designee, through the application of the Rate and Method of Apportionment as described below. All real property in CFD No. 9, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

**A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

**"Accessory Dwelling Unit"** means a secondary residential unit of limited size, as defined in California Government Code Section 65852.2 as that may be amended from time to time, that is accessory to a single-unit dwelling located on an Assessor's Parcel.

**"Acre" or "Acreage"** means that acreage shown on the Assessor's Parcel Map or in the Assessor's Data for each Assessor's Parcel. In the event that the Assessor's Parcel Map or Assessor's Data shows no acreage, the Acreage for any Assessor's Parcel may be determined by the CFD Administrator based upon the applicable condominium plan, final map, parcel map or calculated using available spatial data and GIS.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1, Division 2 of Title 5 of the Government Code of the State.

**"Administrative Expenses"** means the following actual or reasonably estimated costs directly related to the administration of CFD No. 9: the costs of any paying agents/fiscal agents/trustees related to Bond payments (including the fees and expenses of its counsel), banking and management; the costs of computing the Special Tax Requirements, the Special Taxes and of preparing the collection schedules for the Special Taxes; the costs of collecting the Special Taxes, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the City or designee in complying with the disclosure requirements of California law (including the Act) and the federal securities laws; costs of responding to public inquiries regarding the Special Taxes; the costs of the City or designee related to an appeal of the Special Taxes or interpretation of the Rate and Method of Apportionment; amounts needed to pay rebate to the federal government related to Bonds; and the costs of commencing and pursuing to completion any foreclosure action arising from delinquent Special Taxes in the City. Administrative Expenses shall also include an allocable share of the salaries of City staff and an allocable portion of City overhead costs relating to the foregoing, or costs of the City in any way related to the establishment or administration of the City. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 9 for any other administrative purposes of CFD No. 9.

**"Assessor's Data"** means the property characteristic data compiled and maintained by the County Assessor for each Assessor's Parcel, including, but not limited to, Assessor's Parcel Number, Building Square Footage, and Units.

**"Assessor's Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

**"Assessor's Parcel Map"** means an official map of the County Assessor of the County designating parcels by Assessor's Parcel Number.

**"Assessor's Parcel Number" or "APN"** means, with respect to an Assessor's Parcel, that number assigned to such Assessor's Parcel by the County for purposes of identification.

**"Assigned Special Tax - Environmental"** means the Assigned Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

**"Assigned Special Tax - Facilities"** means the Assigned Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

**"Authorized Environmental Services"** means the services related to environmental operations, maintenance, and monitoring authorized to be funded, in whole or in part, by CFD No. 9.

**"Authorized Facilities"** means the public facilities and capital fees, authorized to be financed, in whole or in part, by CFD No. 9, including by the proceeds of any CFD No. 9 Bonds.

**"Authorized Maintenance Services"** means the services authorized to be funded, in whole or in part, by CFD No. 9.

**"Backup Special Tax - Environmental"** means the Backup Special Tax - Environmental applicable to each Assessor's Parcel of Developed Property, as determined in accordance with Section C below.

**"Backup Special Tax - Facilities"** means the Backup Special Tax - Facilities applicable to each Assessor's Parcel of Developed Property, as determined in accordance with Section C below.

**"Bonds"** means bonds or other debt (as defined in the Act), whether in one or more series, issued or assumed by or on behalf of CFD No. 9 under the Act. Bonds also includes any bonds issued to refinance a previous bond issue.

**"Boundary Map"** means that map recorded with the County recorder's office in Book 20 at Page 27 as Document Number 20210928- 00178472-0.

**"Building Square Footage" or "Building Square Feet" or, singularly, "Building Square Foot"** means the building square footage assigned to each Assessor's Parcel, which may be determined by referencing (i) Assessor's Data, (ii) site surveys, and/or (iii) other research by the CFD Administrator. The Building Square Footage of an Assessor's Parcel shall include the square footage of all Units on the Assessor's Parcel.

**"CFD Administrator"** means an official of the City, or designee thereof, responsible for determining the Special Tax Requirements, and providing for the levy and collection of the Special Taxes.

**"CFD No. 9"** means City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay).

**"City"** means the City of Oxnard, California.

**"City Council"** means the City Council, acting as the legislative body of CFD No. 9.

**"Consumer Price Index" or "CPI"** means the Consumer Price Index published by the U.S. Bureau of Labor Statistics for "All Urban Consumers" in the Los Angeles – Riverside – Orange County Area, measured as of the month of April in the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index.

**"County"** means the County of Ventura.

**"Debt Service"** means for each Debt Year, the total amount of principal and interest due for any Bonds of CFD No. 9.

**"Debt Year"** means each 12-month period designated as such, or by a similar term, in the Indenture for each series of Bonds.

**"Developed Property"** means for each Fiscal Year, all Taxable Property, exclusive of Taxable Contingent Property, for which a Building Permit was issued on or before June 1 of the prior Fiscal Year. For example, Taxable Property for which a Building Permit was issued on or before June 1 of the prior Fiscal Year (i.e., June 1, 2024), would be treated as Developed Property for Fiscal Year 2024/25.

**"Disbursement Agreement"** means the Special Tax Disbursement Agreement executed on [DATE].

**"Fiscal Year"** means the period starting July 1 and ending on the following June 30.

**"GIS" or "Geographic Information System"** means a system designed to capture, store, manipulate, analyze, manage, and present spatial or geographic data.

**"Indenture"** means the indenture, fiscal agent agreement, resolution, or other instrument pursuant to which Bonds for CFD No. 9 are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

**"Maximum Special Tax"** means, individually or collectively, as the context requires, the Maximum Special Tax – Facilities, the Maximum Special Tax – Services, and/or the Maximum Special Tax – Environmental.

**"Maximum Special Tax - Environmental"** means the Maximum Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

**"Maximum Special Tax - Facilities"** means the Maximum Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

**"Maximum Special Tax - Services"** means the Maximum Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

**"Maximum Special Tax – State Park Maintenance Services"** means the Maximum Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

**"Outstanding Bonds"** means all Bonds that are outstanding under and in accordance with the provisions of the Indenture.

**"Pay-As-You-Go Expenditure"** means Pay-As-You-Go Revenue which is used or set aside for Authorized Facilities. Pay-As-You-Go Expenditures may be included in the Special Tax Requirement until all Authorized Facilities have been constructed or acquired.

**"Pay-As-You-Go Revenue"** means Special Tax - Facilities revenues that are available after being used or set aside for Debt Service and Administrative Expenses.

**"Property Owner Association Property"** means, for each Fiscal Year, any property within the boundaries of CFD No. 9 that is owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year.

**"Property Type"** means either Single Family Residential Property, Taxable Contingent Property, or Tax-Exempt Property.

**"Proportionately"** means for Developed Property, Taxable Contingent Property and Undeveloped Property that the ratio of each Special Tax levy to the related Maximum Special Tax is equal for all Assessors' Parcels of Developed Property, Taxable Contingent Property and Undeveloped Property, respectively.

**"Public Property"** means property within the boundaries of CFD No. 9 owned by, irrevocably offered or dedicated to, or for which an easement for purposes of public right-of-way has been granted to the federal government, the State, the County, the City, or any local government or other public agency, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

**"Rate and Method of Apportionment"** means this Rate and Method of Apportionment of Special Tax for CFD No. 9.

**"Services Operating Reserve"** means one or more accounts (whether funded by Special Taxes – Services or from funds outside of CFD No. 9) held by the City that serve as a reserve for Authorized Maintenance Services; provided, however, that the Services Operating Reserve may not exceed the Services Operating Reserve Requirement.

**"Services Operating Reserve Requirement"** means, in the aggregate for a Fiscal Year, an amount not in excess of the Maximum Special Tax – Services that may be levied on Taxable Property in such Fiscal Year.

**"Single Family Residential Property"** means all Assessor's Parcels of Developed Property with a residential structure intended for a single Unit.

**"Special Tax(es)"** means, individually or collectively as the context requires, Special Tax – Facilities, Special Tax – Services, Special Tax – State Park Maintenance Services, and/or Special Tax – Environmental.

**"Special Tax – Environmental"** means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property within CFD No. 9 to fund the Special Tax Requirement – Environmental.

**"Special Tax – Facilities"** means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property within CFD No. 9 to fund the Special Tax Requirement – Facilities.

**"Special Tax – Services"** means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property within CFD No. 9 to fund the Special Tax Requirement – Services.

**"Special Tax – State Park Maintenance Services"** means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property within CFD No. 9 to fund the Special Tax Requirement – State Park Maintenance Services.

**"Special Tax Requirements"** means, collectively, Special Tax Requirement – Facilities, Special Tax Requirement – Services, and Special Tax Requirement – Environmental.

**"Special Tax Requirement - Environmental"** means that amount required in any Fiscal Year for CFD No. 9 to pay for Authorized Environmental Services as determined by the budget set forth in the Disbursement Agreement (as such Disbursement Agreement may be amended from time to time). The budget set forth in the \_ Disbursement Agreement is inclusive of contingency and reserves. The Special Tax – Environmental will not contribute to Administrative Expenses.

**"Special Tax Requirement - Facilities"** means that amount required in any Fiscal Year for CFD No. 9 to (1) pay Debt Service on all Outstanding Bonds which is due in such Fiscal Year; (2) pay Administrative Expenses; (3) provide any amount required to establish or replenish a reserve fund in connection with any Bonds; (4) through Fiscal Year 2042/43, any amounts needed for Pay-As-You-Go Expenditures eligible to be funded by CFD No. 9 under the Act, to the extent that the inclusion of such amounts does not increase the Special Tax - Facilities levy on Undeveloped Property; and (5) provide an amount equal to reasonably anticipated Special Tax - Facilities delinquencies based on the delinquency rate for the Special Tax - Facilities levied in the previous Fiscal Year as determined by the CFD Administrator, as limited by the Act, and without duplicating any amounts described in clauses (3). The amounts referred to in clauses (1) through (5) of the preceding sentence may be reduced in any Fiscal Year (in the City's sole discretion) by (i) interest earnings on or surplus balances in funds and accounts for Bonds to the extent that such earnings or balances are available to apply against Debt Service pursuant to the Indenture, (ii) proceeds from the collection of penalties associated with delinquent Special Tax - Facilities, and (iii) any other revenues available to pay Debt Service on the Outstanding Bonds or other indebtedness as determined by the CFD Administrator.

**"Special Tax Requirement - Services"** means that amount required in any Fiscal Year for CFD No. 9 to (1) pay for Authorized Maintenance Services; (2) pay Administrative Expenses; (3) provide an amount equal to reasonably anticipated Special Tax - Services delinquencies based on the delinquency rate for the Special Tax - Services levied in the previous Fiscal Year as determined by the CFD Administrator, as limited by the Act; and (4) provide any amount required to establish or replenish any Services Operating Reserve, to the extent that the inclusion of such amounts does not increase the Special Tax – Services levy on Undeveloped Property. The amounts referred to in clauses (1) through (4) of the preceding sentence may be reduced in any Fiscal Year (in the City's sole discretion) by (i) proceeds from the collection of penalties associated with delinquent Special Tax – Services, (ii) any other revenues available to pay for Authorized Maintenance Services as determined by the CFD Administrator.

**"Special Tax Requirement – State Park Maintenance Services"** means that amount required in any Fiscal Year for CFD No. 9 to (1) pay for Authorized Maintenance Services; (2) pay Administrative Expenses; (3)

provide an amount equal to reasonably anticipated Special Tax – State Park Maintenance Services delinquencies based on the delinquency rate for the Special Tax – State Park Maintenance Services levied in the previous Fiscal Year as determined by the CFD Administrator, as limited by the Act; and (4) provide any amount required to establish or replenish any State Park Maintenance Services Operating Reserve, to the extent that the inclusion of such amounts does not increase the Special Tax – State Park Maintenance Services levy on Undeveloped Property. The amounts referred to in clauses (1) through (4) of the preceding sentence may be reduced in any Fiscal Year (in the City’s sole discretion) by (i) proceeds from the collection of penalties associated with delinquent Special Tax – State Park Maintenance Services, (ii) any other revenues available to pay for Authorized Maintenance Services as determined by the CFD Administrator.

**"State"** means the State of California.

**"State Park Maintenance Services Operating Reserve"** means one or more accounts (whether funded by Special Taxes – State Park Maintenance Services or from funds outside of CFD No. 9) held by the City that serve as a reserve for Authorized Maintenance Services; provided, however, that the State Park Maintenance Services Operating Reserve may not exceed the State Park Maintenance Services Operating Reserve Requirement.

**"State Park Maintenance Services Operating Reserve Requirement"** means, in the aggregate for a Fiscal Year, an amount not in excess of the Maximum Special Tax – State Park Maintenance Services that may be levied on Taxable Property in such Fiscal Year.

**"Tax Escalation Factor"** means a factor equal to the April annualized CPI for Los Angeles/Long Beach/Anaheim for all urban consumers that will be applied annually after 2024/25 and each Fiscal Year thereafter to increase the Maximum Special Tax – Services, Maximum Special Tax – State Park Maintenance Services and Maximum Special Tax - Environmental over the previous year as shown in Section C. In the event that the percentage change in the annualized CPI is negative, the Maximum Special Tax Rate – Services, Maximum Special Tax – State Park Maintenance Services and Maximum Special Tax – Environmental shall not be decreased, and the Tax Escalation Factor shall be 0.00%.

**"Tax-Exempt Property"** means all Assessor’s Parcels within the boundaries of CFD No. 9 which are exempt from the Special Tax pursuant to the Act or Section E below.

**"Taxable Contingent Property"** means, collectively, Taxable Property Owner Association Property and Taxable Public Property.

**"Taxable Property"** means all Assessor’s Parcels within the boundaries of CFD No. 9 which are not exempt from the Special Taxes pursuant to the Act or Section E below.

**"Taxable Property Owner Association Property"** means all Assessor’s Parcels of Property Owner Association Property that are not exempt from the Special Taxes pursuant to Section E below.

**"Taxable Public Property"** means all Assessor’s Parcels of Public Property that are not exempt from the Special Taxes pursuant to Section E below.

**"Taxable Welfare Exempt Property"** means all Assessor’s Parcels of Welfare Exempt Property that are not exempt pursuant to Section E below.

**"Trustee"** means the trustee or fiscal agent under the Indenture.

**"Undeveloped Property"** means all Assessor's Parcels of Taxable Property that is not Developed Property.

**"Unit"** means an individual residential living space. The number of Units assigned to each Assessor's Parcel may be determined by (i) referencing Assessor's Data, (ii) site surveys and physical unit counts, and/or (iii) other research by the CFD Administrator. An Accessory Dwelling Unit shall be considered a Unit for the purposes of the Special Taxes.

**"Welfare Exempt Property"** means (A) for the Special Tax – Facilities, all Assessor's Parcels within the boundaries of CFD No. 9 that, prior to the issuance of the first series of Bonds, have been granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code. Once the first series of Bonds have been issued for CFD No. 9, property may no longer be categorized as Welfare Exempt Property for the Special Tax – Facilities under this Rate and Method of Apportionment regardless of whether the Assessor's Parcel has been granted a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code; (B) for the Special Tax – Services and Special Tax – State Park Maintenance Services, all Assessor's Parcels within the boundaries of CFD No. 9 that have been granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code, irrespective of whether Bonds have been issued; and (C) for the Special Tax – Environmental, because the Disbursement Agreement has already been executed and the Disbursement Agreement constitutes "debt" as defined by Section 53317 of the Act, all Assessor's Parcels within the boundaries of CFD No. 9 subject to the Special Tax – Environmental shall not be eligible to be categorized as Welfare Exempt Property for the Special Tax – Environmental under this Rate and Method of Apportionment, and, therefore, all Assessor's Parcels within the boundaries of CFD No. 9 subject to the Special Tax – Environmental shall be levied the Special Tax – Environmental regardless of whether an Assessor's Parcel has been granted a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code.

**"Zone"** means the assignment of Assessor's Parcels to a zone as shown on the Boundary Map of CFD No. 9.

**"Zone A"** means Assessor's Parcels located in Zone A as shown on the Boundary Map of CFD No. 9.

**"Zone B"** means Assessor's Parcels located in Zone B as shown on the Boundary Map of CFD No. 9.

**B. ASSIGNMENT TO LAND USE CATEGORIES**

Each Fiscal Year, the CFD Administrator shall determine the valid Assessor's Parcel Numbers for all Taxable Property within CFD No. 9. If any Assessor's Parcel Numbers are no longer valid from the previous Fiscal Year, the CFD Administrator shall determine the new Assessor's Parcel Number(s) that are in effect for the current Fiscal Year. To the extent Assessor's Parcels of Taxable Property are subdivided, consolidated, or otherwise reconfigured, the Special Tax rates shall be assigned to the new Assessor's Parcel(s) pursuant to Section C.

Each Fiscal Year, all Assessor's Parcels within CFD No. 9 shall be classified as follows:

1. Each Assessor's Parcel shall be determined to be Taxable Property or Tax-Exempt Property.

2. Each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Undeveloped Property or Taxable Contingent Property. Taxable Property shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment determined pursuant to Sections C and D below.
3. Each Assessor's Parcel of Developed Property shall be further classified as Single Family Residential Property. For Single Family Residential Property, the Building Square Footage for each Assessor's Parcel shall be determined.

**C. MAXIMUM SPECIAL TAX RATES**

Notwithstanding the below, under no circumstances will the Special Taxes levied in any Fiscal Year against any Assessor's Parcel for which an occupancy permit for private residential use has been issued be increased by more than ten percent above the amount that would have been levied in that Fiscal Year had there never been any such delinquency or default by the owner(s) of any other Assessor's Parcel within CFD No. 9.

**MAXIMUM SPECIAL TAX – FACILITIES**

**1. Developed Property**

The Maximum Special Tax - Facilities for each Assessor's Parcel of Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax - Facilities or (ii) the amount derived by application of the Backup Special Tax - Facilities.

Assigned Special Tax - Facilities

The Assigned Special Tax - Facilities for each Assessor's Parcel of Developed Property is shown in Table 1.

**TABLE 1  
ASSIGNED SPECIAL TAX - FACILITIES FOR DEVELOPED PROPERTY  
FISCAL YEAR 2024/25**

| <b>Building Square Footage</b> | <b>Assigned Special Tax<br/>- Facilities Rate</b> | <b>Per</b>        | <b>Zone</b> |
|--------------------------------|---------------------------------------------------|-------------------|-------------|
| Less than 2,100 sq. ft.        | \$4,932                                           | Assessor's Parcel | A & B       |
| 2,100 - 2,249 sq. ft.          | 5,232                                             | Assessor's Parcel | A & B       |
| 2,250 - 2,399 sq. ft.          | 6,020                                             | Assessor's Parcel | A & B       |
| 2,400 - 2,549 sq. ft.          | 6,201                                             | Assessor's Parcel | A & B       |
| 2,550 - 2,699 sq. ft.          | 6,504                                             | Assessor's Parcel | A & B       |
| 2,700 - 2,849 sq. ft.          | 6,807                                             | Assessor's Parcel | A & B       |
| 2,850 - 2,999 sq. ft.          | 7,157                                             | Assessor's Parcel | A & B       |
| 3,000 – 3,149 sq. ft.          | 7,507                                             | Assessor's Parcel | A & B       |



|                            |        |                   |       |
|----------------------------|--------|-------------------|-------|
| 3,150 - 3,299 sq. ft.      | 8,435  | Assessor's Parcel | A & B |
| 3,300 - 3,449 sq. ft.      | 9,363  | Assessor's Parcel | A & B |
| 3,450 - 3,549 sq. ft.      | 10,448 | Assessor's Parcel | A & B |
| 3,550 - 3,649 sq. ft.      | 11,533 | Assessor's Parcel | A & B |
| 3,650 - 3,799 sq. ft.      | 11,578 | Assessor's Parcel | A & B |
| 3,800 - 3,949 sq. ft.      | 11,624 | Assessor's Parcel | A & B |
| 3,950 - 4,099 sq. ft.      | 11,715 | Assessor's Parcel | A & B |
| 4,100 - 4,250 sq. ft.      | 11,760 | Assessor's Parcel | A & B |
| Greater than 4,250 sq. ft. | 11,805 | Assessor's Parcel | A & B |

For purposes of clarification, where an Accessory Dwelling Unit and primary Unit are on the same Assessor's Parcel, the Accessory Dwelling Unit located on such Assessor's Parcel is considered a separate Unit from the primary Unit on such Assessor's Parcel, and the Building Square Footage for the Assessor's Parcel shall include the square footage of both the primary Unit and the Accessory Dwelling Unit.

Should an Assessor's Parcel contain only an Accessory Dwelling Unit, the Building Square Footage of that Accessory Dwelling Unit shall be used to determine the Assigned Special Tax – Facilities rate in Table 1 for that Assessor's Parcel.

#### Increase in the Assigned Special Tax - Facilities

On each July 1, commencing on July 1, 2025, the Assigned Special Tax - Facilities for Developed Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

#### Backup Special Tax - Facilities

The Backup Special Tax - Facilities for each Assessor's Parcel of Developed Property shall be \$4,768 per Unit for Zone A and \$13,562 per Unit for Zone B.

The Backup Special Tax - Facilities for an Assessor's Parcel shall not change once an Assessor's Parcel is classified as Developed Property, except for the increase detailed below.

#### Increase in the Backup Special Tax - Facilities

On each July 1, commencing on July 1, 2025, the Backup Special Tax - Facilities for Developed Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

**2. Undeveloped Property and Taxable Contingent Property**

Maximum Special Tax – Facilities

The Maximum Special Tax - Facilities for each Assessor’s Parcel of Undeveloped Property and Taxable Contingent Property shall be \$37,021 per Acre for Zone A and \$181,791 per Acre for Zone B.

Increase in the Maximum Special Tax – Facilities

On each July 1, commencing on July 1, 2025, the Maximum Special Tax - Facilities for Undeveloped Property and Taxable Contingent Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

**MAXIMUM SPECIAL TAX – SERVICES**

**1. Developed Property, Taxable Contingent Property and Undeveloped Property**

The Maximum Special Tax – Services for each Assessor’s Parcel of Developed Property, Taxable Contingent Property and Undeveloped Property is shown in Table 2.

**TABLE 2  
MAXIMUM SPECIAL TAX - SERVICES  
FISCAL YEAR 2024/25**

| <b>Land Use</b>                                        | <b>Maximum Special Tax - Services Rate</b> | <b>Per</b> | <b>Zone</b> |
|--------------------------------------------------------|--------------------------------------------|------------|-------------|
| Developed Property– Single Family Residential Property | \$2,347.00                                 | Unit       | A & B       |
| Undeveloped Property/Taxable Contingent Property       | \$21,113.00                                | Acre       | A & B       |

Increase in the Maximum Special Tax - Services

On each July 1, commencing on July 1, 2025, the Maximum Special Tax – Services for Developed Property, Taxable Contingent Property and Undeveloped Property shall be increased by an amount equal to the greater of two percent (2%) or the Tax Escalation Factor, provided that the annual escalation shall not under any circumstances exceed 5%.

**MAXIMUM SPECIAL TAX – STATE PARK MAINTENANCE SERVICES**

**1. Developed Property, Taxable Contingent Property and Undeveloped Property**

The Maximum Special Tax – State Park Maintenance Services for each Assessor’s Parcel of Developed Property, Taxable Contingent Property and Undeveloped Property is shown in Table 2.

**TABLE 2  
MAXIMUM SPECIAL TAX – STATE PARK MAINTENANCE SERVICES  
FISCAL YEAR 2024/25**

| Land Use                                               | Maximum Special Tax – State Park Maintenance Services Rate | Per  | Zone  |
|--------------------------------------------------------|------------------------------------------------------------|------|-------|
| Developed Property– Single Family Residential Property | \$274.00                                                   | Unit | A & B |
| Undeveloped Property/Taxable Contingent Property       | \$2,465.00                                                 | Acre | A & B |

Increase in the Maximum Special Tax – State Park Maintenance Services

On each July 1, commencing on July 1, 2025, the Maximum Special Tax – State Park Maintenance Services for Developed Property, Taxable Contingent Property and Undeveloped Property shall be increased by an amount equal to the greater of two percent (2%) or the Tax Escalation Factor, provided that the annual escalation shall not under any circumstances exceed 5%.

**MAXIMUM SPECIAL TAX – ENVIRONMENTAL**

**1. Developed Property**

The Maximum Special Tax - Environmental for each Assessor’s Parcel of Developed shall be the greater of (i) the amount derived by application of the Assigned Special Tax - Environmental or (ii) the amount derived by application of the Backup Special Tax - Environmental.

Assigned Special Tax - Environmental

The Assigned Special Tax - Environmental for each Assessor’s Parcel of Developed Property is shown in Table 3.

**TABLE 3  
ASSIGNED SPECIAL TAX - ENVIRONMENTAL FOR DEVELOPED PROPERTY  
FISCAL YEAR 2024/25**

| Land Use                                                | Assigned Special Tax - Environmental Rate | Per  | Zone  |
|---------------------------------------------------------|-------------------------------------------|------|-------|
| Developed Property – Single Family Residential Property | \$1,750.00                                | Unit | A & B |

Increase in the Assigned Special Tax - Environmental

On each July 1, commencing on July 1, 2025, the Assigned Special Tax - Environmental for Developed Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

Backup Special Tax - Environmental

The Backup Special Tax - Environmental for each Assessor’s Parcel of Developed Property shall \$1,750.00 per Unit for Zone A and Zone B.

Increase in the Backup Special Tax - Environmental

On each July 1, commencing on July 1, 2025, the Backup Special Tax - Environmental for Developed Property and Taxable Contingent Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

**2. Undeveloped Property and Taxable Contingent Property**

Maximum Special Tax – Environmental

The Maximum Special Tax - Environmental for each Assessor's Parcel of Undeveloped Property and Taxable Contingent Property shall be \$15,742.00 per Acre for Zone A and Zone B.

Increase in the Maximum Special Tax – Environmental

On each July 1, commencing on July 1, 2025, the Maximum Special Tax - Environmental for Undeveloped Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

**D. METHOD OF APPORTIONMENT OF THE SPECIAL TAXES**

Commencing with Fiscal Year 2024/25 and for each following Fiscal Year, the CFD Administrator shall determine the Special Tax Requirements, and shall levy each Special Tax until the amount of a Special Tax equals the applicable Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

**Special Tax - Facilities**

First: The Special Tax - Facilities shall be levied Proportionately on each Assessor's Parcel of Developed Property at a rate up to 100% of the applicable Assigned Special Tax - Facilities for Developed Property to satisfy the Special Tax Requirement - Facilities.

Second: If additional monies are needed to satisfy the Special Tax Requirement – Facilities, the Special Tax - Facilities shall be levied Proportionately on each Assessor's Parcel of Developed Property whose Maximum Special Tax – Facilities is derived by the application of the Backup Special Tax – Facilities and shall be increased Proportionately from the Assigned Special Tax – Facilities up to the Maximum Special Tax – Facilities for each such Assessor's Parcel.

Third: If additional monies are needed to satisfy the Special Tax Requirement - Facilities, the Special Tax - Facilities shall be levied Proportionately on each Assessor's Parcels of Undeveloped Property at a rate up to 100% of the Maximum Special Tax – Facilities for Undeveloped Property.

Fourth: If additional monies are needed to satisfy the Special Tax Requirement - Facilities, the Special Tax - Facilities shall be levied Proportionately on each Assessor's Parcel of Taxable Contingent Property at a rate up to 100% of the Maximum Special Tax – Facilities for Taxable Contingent Property.

**Special Tax - Services**

First: The Special Tax - Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at a rate up to 100% of the applicable Maximum Special Tax - Services for Developed Property

to satisfy the Special Tax Requirement - Services.

Second: If additional monies are needed to satisfy the Special Tax Requirement – Services, the Special Tax - Services shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at a rate up to 100% of the applicable Maximum Special Tax - Services for Undeveloped Property to satisfy the Special Tax Requirement - Services.

Third: If additional monies are needed to satisfy the Special Tax Requirement – Services, the Special Tax – Services shall be levied Proportionately on all Taxable Contingent Property at a rate up to 100% of the Maximum Special Tax – Services for Taxable Contingent Property.

#### **Special Tax – State Park Maintenance Services**

First: The Special Tax – State Park Maintenance Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at a rate up to 100% of the applicable Maximum Special Tax - State Park Maintenance Services for Developed Property to satisfy the Special Tax Requirement - State Park Maintenance Services.

Second: If additional monies are needed to satisfy the Special Tax Requirement – State Park Maintenance Services, the Special Tax - State Park Maintenance Services shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at a rate up to 100% of the applicable Maximum Special Tax - State Park Maintenance Services for Undeveloped Property to satisfy the Special Tax Requirement - State Park Maintenance Services.

Third: If additional monies are needed to satisfy the Special Tax Requirement – State Park Maintenance Services, the Special Tax – State Park Maintenance Services shall be levied Proportionately on all Taxable Contingent Property at a rate up to 100% of the Maximum Special Tax – State Park Maintenance Services for Taxable Contingent Property.

#### **Special Tax Requirement - Environmental**

First: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at a rate up to 100% of the applicable Assigned Special Tax - Environmental for Developed Property to satisfy the Special Tax Requirement - Environmental.

Second: If additional monies are needed to satisfy the Special Tax Requirement – Environmental, the Special Tax - Environmental shall be levied Proportionately on each Assessor's Parcel of Developed Property whose Maximum Special Tax – Environmental is derived by the application of the Backup Special Tax – Environmental and shall be increased Proportionately from the Assigned Special Tax – Environmental up to the Maximum Special Tax – Environmental for each such Assessor's Parcel.

Third: If additional monies are needed to satisfy the Special Tax Requirement - Environmental, the Special Tax - Environmental shall be levied Proportionately on each Assessor's Parcels of Undeveloped Property at a rate up to 100% of the Maximum Special Tax – Environmental for Undeveloped Property.

Fourth: If additional monies are needed to satisfy the Special Tax Requirement - Environmental, the Special Tax - Environmental shall be levied Proportionately on each Assessor's Parcel of Taxable Contingent Property at a rate up to 100% of the Maximum Special Tax – Environmental for Taxable

Contingent Property.

**E. EXEMPTIONS**

1. No Special Taxes shall be levied on up to 50.46 Acres of Property Owner Association Property and Public Property for Zone A and up to 7.34 Acres of Property Owner Association Property and Public Property for Zone B. Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which property becomes Property Owner Association Property, or Public Property.
2. Any property that is granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code prior to the first series of CFD No. 9 Bonds shall thereafter be exempt from the Special Tax - Facilities. Any property that is granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code after the first series of CFD No. 9 Bonds have been issued shall not be considered Welfare Exempt Property for the Special Taxes - Facilities and shall not be exempt from Special Tax - Facilities.
3. Any property that is granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code shall thereafter be exempt from the Special Tax – Services and Special Tax – State Park Maintenance Services, irrespective of whether Bonds have been issued.
4. Any property that is granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code shall not be exempt from the Special Tax - Environmental.
5. Property Owner Association Property, that is not exempt from the Special Taxes under this section, or pursuant to the Act, shall be classified as Taxable Property Owner Association Property. Taxable Property Owner Association Property shall be subject to the levy of the Special Taxes and shall be taxed Proportionately as described in Section D above, at up to 100% of the applicable Maximum Special Taxes for Taxable Contingent Property as shown in Section C above.
6. Public Property, that is not exempt from the Special Taxes under this section, or pursuant to the Act, shall be classified as Taxable Public Property. Taxable Public Property shall be subject to the levy of the Special Taxes and shall be taxed Proportionately as described in Section D above, at up to 100% of the applicable Maximum Special Taxes for Taxable Contingent Property as shown in Section C above.
7. Prior to 60 days before the issuance of the first series of CFD No. 9 Bonds, the CFD Administrator may increase or decrease the exempt Acres described in paragraph 1 to better reflect the actual tax-exempt acreage within CFD No. 9. However, notwithstanding the above, the final number of taxable Acres in CFD No. 9 shall not be decreased if it causes an increase in the Special Tax – Facilities or Special Tax - Environmental levied on any existing Assessor's Parcel of Developed Property.

**F. APPEALS**

Any property owner may file a written appeal of the Special Taxes with the CFD Administrator claiming that the amount or application of the Special Taxes is not correct. The appeal must be filed not later than

one calendar year after having paid the Special Taxes that are disputed, and the appellant must be current in all payments of Special Taxes. In addition, during the term of the appeal process, all Special Taxes levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Taxes are in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Taxes to be modified or changed in favor of the property owner, the CFD Administrator shall determine if sufficient Special Tax revenue is available to make a cash refund. If a cash refund cannot be made, then an adjustment shall be made to credit future Special Taxes.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

#### **G. INTERPRETATIONS**

The City Council may, by resolution or ordinance, interpret, clarify and/or revise this Rate and Method of Apportionment to correct any inconsistency, vagueness, or ambiguity as it relates to the Special Taxes, method of apportionment, classification of Assessor's Parcels, or any definition used herein, as long as such correction does not materially affect the levy and collection of Special Taxes. In addition, the interpretation and application of any section of this document shall be at the City's discretion.

#### **H. MANNER OF COLLECTION**

The Special Taxes shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the CFD Administrator may, at the sole discretion of the City, directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner as necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on Assessor's Parcels of Taxable Property that are delinquent in the payment of the Special Tax.

#### **I. PREPAYMENT OF SPECIAL TAX - FACILITIES**

The following definition applies to this Section I:

**"Future Facilities Amount"** means, \$40,000,000, all Authorized Facilities financed or anticipated by the City to be financed by CFD No. 9, minus (i) the proceeds of any previously issued Bonds which were, at the time of issuance, available to the City for Authorized Facilities, (ii) the cost of Authorized Facilities or portions thereof previously paid for by Pay-As-You-Go Revenue, and (ii) cost of Authorized Facilities or portions thereof to be paid for by Pay-As-You-Go Revenue previously received and not yet spent. The Future Facilities Amount shall not be less than \$0.

**"Maximum Special Tax Percentage to be Prepaid"** means the percentage of the Maximum Special Tax - Facilities prepaid as determined by the CFD Administrator after application of the prepayment calculation set forth below.

**"Previously Issued Bonds"** means all Bonds that have been issued by CFD No. 9 prior to the date of prepayment.

### 1. Prepayment in Full

The Special Tax - Facilities obligation of an Assessor's Parcel of Developed Property, Taxable Contingent Property, or Undeveloped Property may be prepaid and permanently satisfied as described herein; provided that there are no delinquent installments of the Special Tax - Facilities with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax - Facilities obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 45 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. Prepayment must be made not less than 75 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture. The CFD Administrator may charge a fee for providing this service.

The Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

|        |                        |                                    |
|--------|------------------------|------------------------------------|
|        | Bond Redemption Amount |                                    |
|        | plus                   | Redemption Premium                 |
|        | plus                   | Defeasance Amount                  |
|        | plus                   | Administrative Fees and Expenses   |
|        | less                   | Reserve Fund Credit                |
|        | <u>less</u>            | <u>Capitalized Interest Credit</u> |
| Total: | equals                 | Special Tax Prepayment Amount      |

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated as follows:

#### Step Number:

1. Confirm that no Special Tax - Facilities delinquencies apply to such Assessor's Parcel.
2. For Assessor's Parcels of Developed Property and Taxable Contingent Property compute the Assigned Special Tax - Facilities and Backup Special Tax - Facilities. For Assessor's Parcels of Undeveloped Property to be prepaid, compute the Assigned Special Tax - Facilities and Backup Special Tax - Facilities for that Assessor's Parcel as though it was already designated as Developed Property, based upon the number of expected Units to be developed on that Assessor's Parcel.
3. Divide the Assigned Special Tax - Facilities computed pursuant to Step 2 by the total estimated Assigned Special Tax - Facilities for CFD No. 9 based on the Developed Property Special Tax - Facilities which could be charged in the current Fiscal Year on all expected buildout of CFD No. 9, excluding any Assessor's Parcels which have prepaid the Special Tax - Facilities obligation in full pursuant to Section I.1.
  - b. Divide the Backup Special Tax - Facilities computed pursuant to Step 2 by the total estimated



Backup Special Tax – Facilities for CFD No. 9 based on the Developed Property Special Tax – Facilities which could be charged in the current Fiscal Year on all expected buildout of CFD No. 9, excluding any Assessor’s Parcels which have prepaid the Special Tax – Facilities obligation in full pursuant to Section I.1.

4. Multiply the larger quotient computed pursuant to Step 3.a or 3.b by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the “*Bond Redemption Amount*”).
5. Compute the current Future Facilities Costs.
6. Multiply the larger quotient computed pursuant to Step 3.a or 3.b by the total Future Facilities Costs to compute the amount of the Future Facilities Amount to be prepaid (the “*Future Facilities Amount*”).
7. Multiply the Bond Redemption Amount computed pursuant to Step 4 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the “*Redemption Premium*”).
8. Compute the amount needed to pay interest on the Bond Redemption Amount on the earliest redemption date for the Outstanding Bonds.
9. Compute the amount the Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Amount and the Administrative Fees and Expenses from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the prepayment.
10. Subtract the amount computed pursuant to Step 9 from the amount computed pursuant to Step 8 (the “*Defeasance Amount*”).
11. Verify the administrative fees and expenses, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming the Outstanding Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the “*Administrative Fees and Expenses*”).
12. A reserve fund credit (the “*Reserve Fund Credit*”) shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero.
13. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the larger quotient computed pursuant to Steps 3.a or 3.b by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the “*Capitalized Interest Credit*”).
14. The Special Tax - Facilities prepayment is equal to the sum of the amounts computed pursuant to

Steps 4, 6, 7, 10 and 11, less the amount computed pursuant to Steps 12 and 13 (the “Prepayment Amount”).

15. From the Prepayment Amount, the amounts computed pursuant to Steps 4, 7, 10, 12, and 13 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds and make debt service payments. The amount computed pursuant to Step 6 shall be deposited into the Construction Fund. The amount computed pursuant to Step 11 shall be retained by the City for the payment of Administrative Fees and Expenses.

The Prepayment Amount may be sufficient to redeem other than a \$5,000 increment of Bonds. In such cases, the increment amount that is not \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of bonds or to make debt service payments.

Any current-year Special Tax – Facilities that has been placed on the County tax roll will remain on the tax roll.

Notwithstanding the foregoing, no Special Tax - Facilities prepayment shall be allowed unless the amount of the Maximum Special Tax - Facilities that may be levied on Taxable Property both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.

## **2. Prepayment in Part**

The Special Tax – Facilities may be partially prepaid, provided that a partial prepayment may be made after all authorized CFD No. 9 Bonds have been issued and only for Assessor’s Parcels of Developed Property, or Taxable Contingent Property, and only if there are no delinquent Annual Special Taxes with respect to such Assessor’s Parcel at the time of partial prepayment. The amount of the prepayment shall be calculated as in Section I.1; except that a partial prepayment shall be calculated by the CFD Administrator according to the following formula:

$$PP = P_E \times F.$$

These terms have the following meaning:

PP = the partial prepayment

$P_E$  = the Special Tax - Facilities Prepayment Amount calculated according to Section I.1

F = the percentage by which the owner of the Assessor’s Parcel(s) is partially prepaying the Special Tax - Facilities.

The Special Tax - Facilities partial prepayment amount must be sufficient to redeem at least a \$5,000 increment of Bonds.

The owner of any Assessor’s Parcel who desires such partial prepayment shall notify the CFD Administrator of such owner’s intent to partially prepay the Special Tax - Facilities and the percentage by which the Special Tax - Facilities shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax - Facilities for an Assessor’s Parcel within thirty (30) days of the request and may charge a fee for providing this service. With respect to any Assessor’s Parcel that is partially prepaid, the CFD Administrator shall (i) distribute the prepayment funds remitted according to

Section I.1, and (ii) indicate in the records of CFD No. 9 that there has been a partial prepayment of the Special Tax - Facilities and that a portion of the Special Tax - Facilities with respect to such Assessor's Parcel, equal to the outstanding percentage (1.00 - F) of the remaining Maximum Special Tax - Facilities, shall continue to be levied on such Assessor's Parcel pursuant to Section D.

**J. TERM**

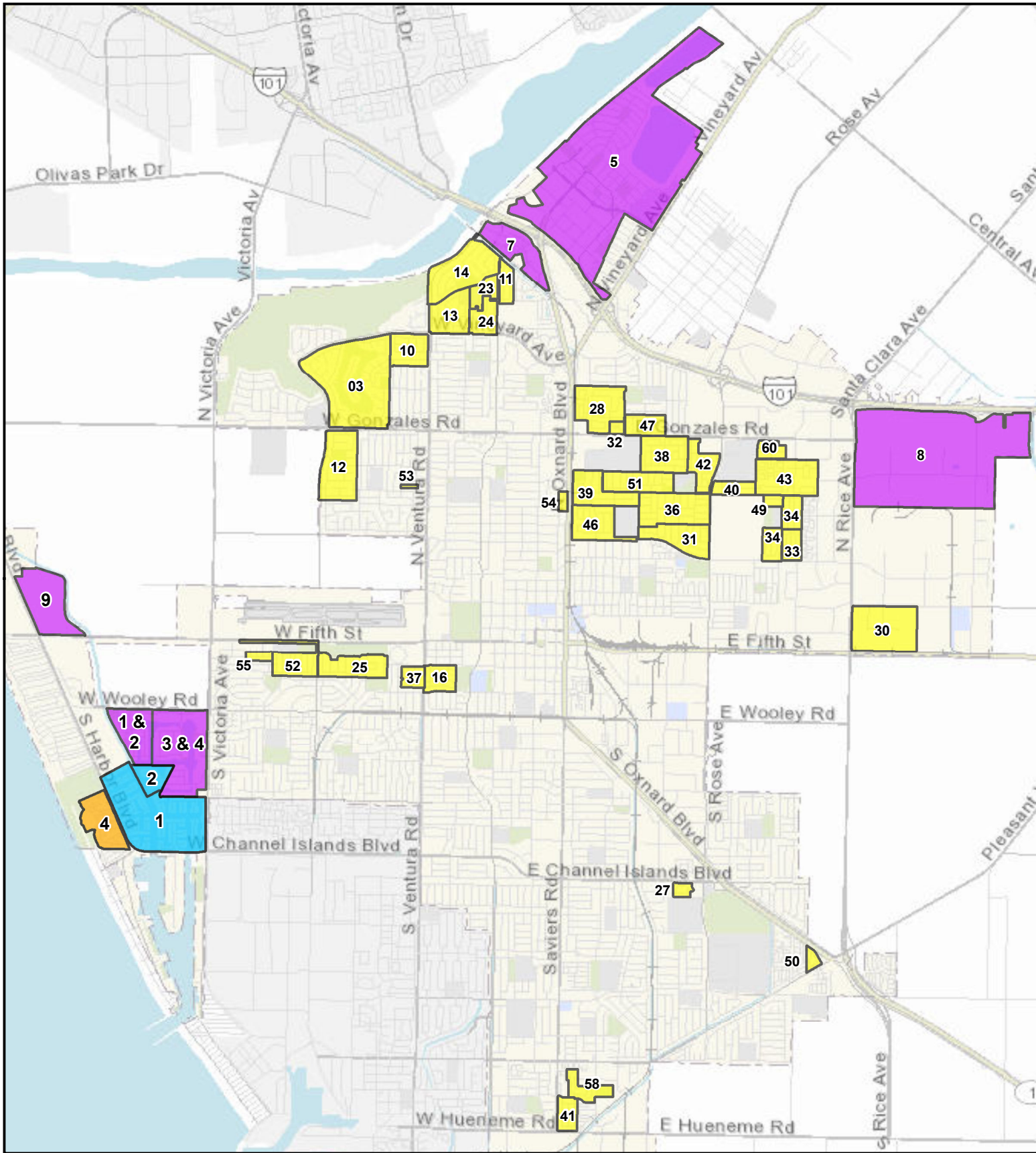
The Special Tax - Facilities shall be levied commencing in Fiscal Year 2024/25 to the extent needed to satisfy the Special Tax Requirement – Facilities and shall not be levied after Fiscal Year 2068/69, however any Special Tax - Facilities that was lawfully levied for Authorized Facilities in or before Fiscal Year 2068/69 and that remains delinquent may be collected in subsequent years.

The Special Tax – Services shall be levied commencing in Fiscal Year 2024/25 to the extent necessary to satisfy the Special Tax Requirement – Services and shall be levied for as long as required to satisfy the Special Tax Requirement – Services.

The Special Tax – State Park Maintenance Services shall be levied commencing in Fiscal Year 2024/25 to the extent necessary to satisfy the Special Tax Requirement – State Park Maintenance Services and shall be levied for as long as required to satisfy the Special Tax Requirement – State Park Maintenance Services.

The Special Tax – Environmental shall be levied commencing in Fiscal Year 2024/25 to the extent necessary to satisfy the Special Tax Requirement – Environmental and shall be levied for as long as the obligations associated with the Authorized Environmental Services are outstanding.

# CITY OF OXNARD SPECIAL DISTRICTS



- |                                                                                                                                                                           |                                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <span style="display: inline-block; width: 15px; height: 10px; background-color: orange; border: 1px solid black;"></span> Maintenance Assessment District (District No.) | <span style="display: inline-block; width: 15px; height: 10px; background-color: purple; border: 1px solid black;"></span> Community Facilities District (District No.)  |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: blue; border: 1px solid black;"></span> Waterway Assessment District (Zone No.)          | <span style="display: inline-block; width: 15px; height: 10px; background-color: yellow; border: 1px solid black;"></span> Landscape Maintenance District (District No.) |

# CITY OF OXNARD – SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICT \* COMMUNITY FACILITIES DISTRICTS  
WATERWAYS ASSESSMENT DISTRICTS \* MAINTENANCE ASSESSMENT DISTRICTS

| COMMUNITY FACILITIES DISTRICTS    |                                |
|-----------------------------------|--------------------------------|
| 1 & 2 – Westport at Mandalay Bay  | 7 – Wagon Wheel                |
| 3 & 4 – Seabridge at Mandalay Bay | 8 – Sakioka Farms              |
| 5 – Riverpark                     | 9 – Northshore at Mandalay Bay |

| LANDSCAPE MAINTENANCE DISTRICTS |                         |
|---------------------------------|-------------------------|
| 3 – Riverridge                  | 37 – Pacific Cove       |
| 10 – Country Club               | 38 – Aldea Del Mar      |
| 11 – St Tropez                  | 39 – El Sueno Promesa   |
| 12 – Standard Pacific           | 40 – Cantada            |
| 13 – Le Village                 | 41 – Pacific Cove       |
| 14 – California Cove            | 42 – Cantabria/Coronado |
| 16 – California Lighthouse      | 43 – Greenbelt          |
| 23 – Greystone                  | 46 – Daily Ranch        |
| 24 – Vineyards                  | 47 – Sycamore Place     |
| 25 – The Pointe                 | 49 – Cameron Ranch      |
| 27 – Rose Island                | 50 – PV Senior Housing  |
| 28 – Harborside                 | 51 – Pfeiler            |
| 30 – Haas Automation            | 52 – Wingfield          |
| 31 – Rancho De La Rosa          | 53 – Huff Court         |
| 32 – Oak Park                   | 54 – Meadowcrest        |
| 33 – El Paseo                   | 55 – Wingfield West     |
| 34 – Sunrise Pt/Sunset Cove     | 58 – Westwind           |
| 36 – Villa Santa Cruz           | 60 – Artisan            |

| MAINTENANCE ASSESSMENT DISTRICT |
|---------------------------------|
| 4 – Mandalay Beach/Colony       |

| WATERWAYS ASSESSEMENT DISTRICTS |                    |
|---------------------------------|--------------------|
| Zone 1 – Mandalay Bay Zone      | 2 – Harbour Island |

# Modification of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) and Approval of the Deposit and Reimbursement Agreement and the Special Tax Disbursement Agreement A-8588

Finance and Governance Committee  
May 13, 2025

City Council  
June 3, 2025

Public Hearing and Election  
June 26, 2025

Anthony Miller  
Special Districts Manager

That the Finance and Governance Committee recommend that the City Council, acting as the legislative body of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay), adopt the following resolutions:

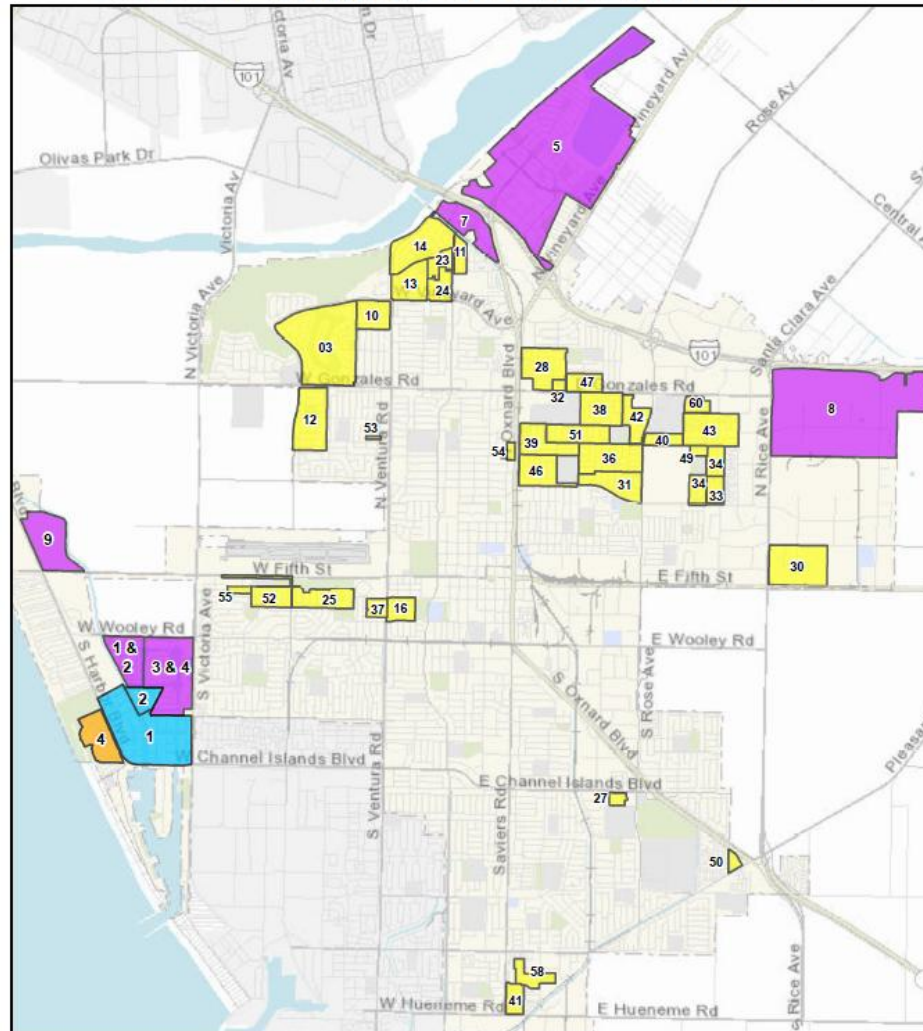
1. A Resolution Approving a Deposit and Reimbursement Agreement and a Special Tax Disbursement Agreement Relating to the Change Proceedings for City of Oxnard Community Facilities District No. 9 (Northshore At Mandalay Bay)
2. A Resolution of Consideration Declaring its Intention to Modify the Rate and Method of Apportionment of the Special Tax Relating to City of Oxnard Community Facilities District No. 9 (Northshore At Mandalay Bay), Increase Certain Special Tax Rates, Add a New Special Tax, Increase the Maximum Bonded Indebtedness, Amend a Funding and Acquisition Agreement, and Revise the Appropriations Limit of Said Community Facilities District, and Other Related Actions in Connection Thereto.

That the City Council, acting as the legislative body of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay), adopt the following resolutions:

1. A Resolution Approving a Deposit and Reimbursement Agreement and a Special Tax Disbursement Agreement Relating to the Change Proceedings for City of Oxnard Community Facilities District No. 9 (Northshore At Mandalay Bay)
2. A Resolution of Consideration Declaring its Intention to Modify the Rate and Method of Apportionment of the Special Tax Relating to City of Oxnard Community Facilities District No. 9 (Northshore At Mandalay Bay), Increase Certain Special Tax Rates, Add a New Special Tax, Increase the Maximum Bonded Indebtedness, Amend a Funding and Acquisition Agreement, and Revise the Appropriations Limit of Said Community Facilities District, and Other Related Actions in Connection Thereto.



## CITY OF OXNARD SPECIAL DISTRICTS



- |                                                |                                               |
|------------------------------------------------|-----------------------------------------------|
| Maintenance Assessment District (District No.) | Community Facilities District (District No.)  |
| Waterway Assessment District (Zone No.)        | Landscape Maintenance District (District No.) |

More information can be found at:

[www.oxnard.gov/public-works/special-districts](http://www.oxnard.gov/public-works/special-districts)

- Community Facilities Districts (“CFDs”) are established pursuant to the provisions of the California Government Code Section 53311 et seq.
- CFDs raise money through special taxes that must be approved by 2/3 of the voters within a CFD. The City Council is the legislative body of any CFD that is formed by the City.
- Most often, CFDs are formed by the landowner prior to subdivision development.
- A CFD can be formed to finance and maintain a wide list of improvements, which may include roads, water facilities, sewers, environmental remediation and schools.

- The taxes are secured by a continuing lien and are levied against properties within the CFD on an annual basis.
- Revenue is used to pay debt service on bonds, to finance facilities on a pay-as-you-go basis, to pay for services, or a combination thereof.
- The City established Community Facilities District No. 6 (Northshore at Mandalay Bay) (“CFD 6”) in 2006 for the prior proposed development located in the City, at the northeastern corner of the intersection of West Fifth Street and Harbor Boulevard.

- In 2021, the then owner requested a new CFD and dissolution of CFD 6. Following proceedings, CFD No. 9 (Northshore at Mandalay Bay) (“CFD 9”) was formed and CFD 6 was dissolved.
- CFD 9 included (a) a facilities special tax for the life of any bond issues, (b) a services special tax in perpetuity and (c) an environmental special tax for remediation, operation, and maintenance activities as required and approved, for the duration needed, by the Department of Toxic Substances Control (“DTSC”). CFD 9 has a not to exceed bond authorization of \$22,500,000.

- The current owner and developer, Fifth Harbor Owner, LLC (the “Landowner”), has requested modifications to CFD 9 to increase the facilities special tax, (no changes are recommended for the environmental special tax), add a new special Tax for State Parks, and to increase the bond authorization from \$22,500,000 to \$40,000,000. Staff has requested the general services special tax be increased as well to better reflect the cost of services, which the developer has agreed to.
- These changes still maintain the integrity of the 1.8% average effective tax rate.
- The current development plan is for 292 single family residences.

- CFD 9 was formed for the purpose of funding the following:
  - a) public infrastructure facilities and other governmental facilities, including fees related thereto, with an estimated useful life of five years or longer, including but not limited to all or a portion of sanitary sewer, water, street, storm drain, park facilities, public art, or other real or tangible property, and related costs including design, inspection, professional fees, and acquisition costs;
  - b) services including, but not limited to, landscaping, street lighting, maintenance of sewer, storm drain, irrigation systems, beaches and parks, beach patrol, and weed abatement; and

- c) the remediation of any hazardous substance released or threatened to be released into the environment on the Property and any associated operation, maintenance and/or monitoring activities as more particularly described in the Response Plan approved by DTSC on December 17, 2018 (the “Response Plan”), the Operation and Maintenance Plan approved by DTSC on March 7, 2019 (“O&M Plan”), and any additional remedial activities or protective measures.

- The Landowner requested that a new special tax to be known as the “Special Tax – State Parks” be added and included within CFD 9 to fund a fee for State Park services for Resource Protection Measures at Mandalay State Beach.
  - Special Tax - State Parks services are required under Condition No. 92 of the original conditions of development imposed upon the developer.
- The Landowner has also requested that the facilities special tax be increased, and staff recommends and Landowner agrees that the general services special tax be increased.



- The cost estimates of facilities, services, and State Park services have been reviewed and updated. All parties have reviewed the parameters of the modified special tax formula or the Amended and Restated Rate and Method of Apportionment (the “Amended RMA”), which includes the assigned and maximum amended special tax for the Facilities, the amended special tax for the General Services, a new special tax for State Parks, and the existing special tax for Remediation Services.
- The Special Taxes will be levied each year according to the Amended RMA and placed on the County property tax rolls.

- The first Resolution approves the form of a deposit and reimbursement agreement with the Landowner.
- The Landowner has made a deposit of \$27,000 to the City toward the costs of modifying CFD 9, including the costs of consultant time.
- The costs of modifying the CFD 9 are the responsibility of the Landowner. If bonds are issued, the Landowner will be reimbursed from the proceeds of the bonds.

- The **Special Tax – Facilities** levy is used to pay debt service on bonds or for facilities on a pay-as-you-go basis, or a combination thereof.
- Upon completion of the modification and election process for the CFD and once development has progressed sufficiently as determined by the City, CFD 9 will issue one or more series of Special Tax Bonds (the “Bonds”), to acquire the Facilities built by the Landowner.
- Bonds will also pay or reimburse the Landowner for the payment of certain impact fees related to Facilities as provided in an Amended and Restated Funding and Acquisition Agreement, and to reimburse the Landowner for formation costs and modification costs of CFD 9

- The bond authorization for the District is proposed to be increased from a not to exceed amount of \$22.5 million to a not to exceed amount of \$40 million with the intent to issue one or more series of Bonds with a 30-year maturity with escalating debt service of 2% per year.
- The Amended RMA includes an assigned tax and a back-up tax for the Special Tax – Facilities for developed property in case the number of residential units built is less than estimated. Once developed property is taxed, undeveloped and contingent property will be taxed if needed. The maximum Special Tax – Facilities escalates at an annual rate of 2%.

- Attached to this report is a description of the estimated facilities, the impact fees, and an estimated budget. Facilities, including fees, not financed by the CFD are still required to be provided by the Landowner.
- The **Special Tax – Services** will be levied annually in perpetuity to finance the General Services. Attached to this report is a description and estimated budget of the general services to be provided. Once developed property is taxed at the maximum rate, undeveloped and contingent property will be taxed if needed. The maximum Special Tax – Service escalates at the greater of 2% or a CPI escalation factor, in any case not to exceed 5%.

- The **Special Tax – Environmental** will be collected by the CFD and turned over to the newly formed nonprofit, the Northshore Environmental Conservancy (“NEC”), to pay for the annual budget of Remediation Services that is approved by DTSC, all as provided in a Special Tax and Disbursement Agreement among the City (on behalf of itself and the CFD), the Landowner and NEC.
- The Amended RMA includes an assigned tax and a back-up tax for the Special Tax – Environmental for developed property, in case the number of residential units built is less than estimated. Once developed property is taxed at the maximum rate, undeveloped and contingent property will be taxed if needed. The maximum Special Tax – Environmental escalates at an annual rate of 2%.

- Upon the issuance of a certificate of completion, or its substantial equivalent by DTSC for all of the Remediation Services, the Special Tax – Environmental will no longer be levied. Estimated costs associated with the Special Tax - Environmental are not changing and are not included in this report.

- The **Special Tax – State Parks** will be levied annually to finance the State Park fee and services. Attached to this report is a description and estimated budget of the State Park fee and services to be provided. The Special Tax – State Parks will be collected by the CFD and turned over to the State as provided in an agreement to be entered into between CFD 9, Landowner and the State.
- The Amended RMA includes an assigned tax and a back-up tax for the Special Tax – State Parks for developed property in case the number of residential units built is less than estimated. Once developed property is taxed at the maximum rate, undeveloped and contingent property will be taxed if needed. The maximum Special Tax – State Parks escalates at an annual rate of 2%.



- **Process.** A petition to modify CFD 9 has been received from the Landowner covering the Property, consisting of approximately 90 acres. The formal City Council approval process to change CFD 9 takes approximately sixty (60) to seventy-five (75) days.
  - 1) First Step (at City Council meeting on June 3, 2025): City Council, acting as the legislative body of CFD 9, (a) adopts the resolution approving the form of the Deposit and Reimbursement Agreement and (b) adopts a resolution of consideration to modify CFD 9 and sets a public hearing on the proposed changes (scheduled for June 26, 2025).

- 2) Second Step (at City Council meeting on June 26, 2025): City Council, acting as the legislative body of CFD 9, (a) holds a public hearing on the proposed modifications (b) provided there is no majority protest, adopts a resolution calling for election, (c) conducts a special mailed ballot election, (d) adopts a resolution canvassing the election and (e) adopts a resolution of change and approving the Amended and Restated Funding and Acquisition Agreement.
- The Landowners have waived election timelines, so an election may be held on June 26, 2025 to authorize the increase of the facilities and general services special taxes and increase in authorized bonded indebtedness.

- Should the item pass with a two-thirds vote from the qualified voters (the Landowners), the City may adopt the resolution of change.
- At a later date, the CFD in its sole discretion will determine the final amount of Bonds issued. The proposed maximum bond authorization is \$40,000,000. The “not to exceed” bond amount for the CFD is based on Facilities costs and available Special Tax - Facilities.

- If the action is approved, the modification of CFD 9, special election, and approval of other related documents will occur on June 26, 2025.
- Bonds are not expected to be authorized for issuance or sale until the development is well underway and the Facilities are at or near completion, at which time documents relating to the issuance and sale of the bonds will be brought to the City Council for its approval.

- There is no direct financial impact in approving these resolutions. There is no financial impact to the General Fund.



# QUESTIONS



## FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

### REPORTS AGENDA ITEM NO. D.5

**DATE:** May 13, 2025

**TO:** Finance & Governance Committee

**FROM:** Brenda Lopez, Interim Housing Director, (805) 385-8092, [brenda.lopez@oxnard.org](mailto:brenda.lopez@oxnard.org)

**SUBJECT:** Housing Authority Low Rent Public Housing and Housing Choice Voucher Program Section 8 Budgets for Fiscal Year 2025-2026. (15 minutes)

### RECOMMENDATION

That the Finance and Governance Committee recommend that the Board of Commissioners of the Housing Authority of the City of Oxnard:

1. Adopt a resolution approving the recommended \$7,795,322 operating budgets for the Low Rent Public Housing Program for Fiscal Year 2025-2026, as presented for each project area, and approve and authorize the use of \$201,272 of unrestricted cash to fund the projected deficit.
2. Adopt a resolution approving the recommended \$35,921,457 operating budget for the Housing Choice Voucher Program Section 8 for Fiscal Year 2025-2026, and approve and authorize the use of \$149,715 of unrestricted cash to fund the projected deficit.

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/oUGJ6kznaZw>

### BACKGROUND

Annual Operating Budgets for the Low Rent Public Housing Program (LRPH) and the Housing Choice Voucher Program Section 8 (HCV) are to be submitted by the Housing Authority of the City of Oxnard (OHA) to the United States Department of Housing and Urban Development (HUD) prior to the start of each fiscal year.

The LRPH budget pertains exclusively to the 523 public housing units that are owned and operated by the OHA. The program is subject to asset management regulations which require each public housing project to be funded and budgeted independently. Any expenses that cannot be tied directly to a public housing project are budgeted separately under the Central Office Cost Center (COCC). The LRPH program is funded primarily by two sources of income, including tenant rental income and operating subsidy from HUD. The amount of operating subsidy received is based upon a HUD determined formula, which considers the estimated costs of running each Public Housing development and reduces that by the amount of tenant rental income received by each development.

As previously mentioned, the COCC collects all the indirect administrative costs that do not show a direct benefit to a project. These costs are offset by HUD's determined fee revenues generated from public housing, including management fees, bookkeeping fees, and asset management fees. A budget deficit in a public housing project may be offset by a surplus in another project. However, if there is a deficit in the COCC budget, it must

be funded by the COCC's Unrestricted Cash & Investments reserves fund.

The HCV budget pertains exclusively to 1,864 Housing Choice Vouchers (not including forty-six Emergency Housing Vouchers and forty Mainstream Vouchers) administered by the OHA. The budget comprises two parts, including the housing assistance payments paid to property owners to subsidize rent and the administrative fees used to operate the administration of the HCV program. Funding is provided by Congress annually through an appropriation process. Most agencies receive renewal funding each year, based on the number and cost of the authorized vouchers in use during the prior year, adjusted for inflation. Funding for new vouchers awarded to the agency and administrative costs are provided separately.

## **DISCUSSION**

### **LRPH**

The recommended operating budget for the LRPH program is \$7,795,322. This amount consists of an estimated COCC income of \$1,137,428 and a \$6,613,695 combined income total related to the public housing projects. The COCC related expenses total \$1,338,700 (consists of indirect administrative costs) and combined expenses related to the public housing projects total \$6,456,622. The operating budget, if adopted as recommended, would result in a deficit of \$201,272 for the COCC.

The Housing Authority continues to reduce the COCC budget deficit. For example, the budget deficit in the COCC budget was \$365,438 in FY 20-21, and now has been reduced to \$201,272 in FY 25-26. Efforts to reduce the COCC budget deficit over time include generating revenue by providing property management services for OHA-owned properties and closely monitoring opportunities to save on indirect costs. In addition, the OHA applied for HUD's Rental Assistance Demonstration (RAD) program which allows for fungibility with other programs and offers an opportunity to generate income/surplus cash in the long run. If successful, the surplus may be distributable to the COCC.

The operating budget for the combined public housing projects will result in a net income of \$157,073. In FY 20-21, the combined public housing projects had a budget deficit of \$161,383. Efforts to reduce budget deficits over time have included right sizing families in units based on their household composition, improving operational efficiencies, and decreasing vacancy turn around time frames.

### **HCV**

The recommended operating budget for the HCV program is \$35,921,457. Of this amount, \$32,191,250 consists of housing assistance payments, which are rental subsidies passed directly through the OHA from HUD to landlords. The total projected administrative fees total \$3,580,492 and the expenses total \$3,730,207. The operating budget, if adopted as recommended, would result in a deficit of \$149,715.

The HCV program's operating costs are funded by HUD through administrative fees. However; the administrative fees issued by HUD are not based on actual costs. The OHA (as is the case with other public housing authorities) is not awarded enough funding to cover its operating costs. In 2020, the OHA launched the "rethink and renew" effort to identify, plan and implement strategic goals that will reduce the budget deficit over time. Some of the efforts undertaken include applying for new programs which have separate funding sources, streamlining processes, issuing project-based vouchers, and increasing lease up. These combined efforts have reduced the amount of budget deficits from \$377,126 in FY 20-21 to \$149,715 in FY 25-26.

## **STRATEGIC PRIORITIES**

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the



City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

## **FINANCIAL IMPACT**

There is no financial impact to the General Fund for this recommendation.

The OHA has approximately \$1,200,000 in the COCC Unrestricted Cash and Investments fund to cover the projected COCC budget deficiency of \$201,272 for Fiscal Year 2025-2026. The remaining balance will be \$998,728.

The OHA has approximately \$2,400,000 in the HCV Program's Unrestricted Cash and Investments fund to cover the projected HCV budget deficiency of \$149,715 for Fiscal Year 2025-2026. The remaining balance will be \$2,250,285.

*Prepared by: Brenda Lopez, Interim Housing Director*

## **ATTACHMENTS**

1. LRPH Budget
2. LRPH Resolution
3. HCV Budget
4. HCV Resolution
5. HUD Form 52574
6. PowerPoint

**OXNARD HOUSING AUTHORITY**  
**LOW RENT PUBLIC HOUSING**  
Proposed FY 2025-26 Budget

|                                  | 311    | 312       | 313       | 314       | 315     | 317       | 318     | cocc      | Total     |
|----------------------------------|--------|-----------|-----------|-----------|---------|-----------|---------|-----------|-----------|
|                                  | Budget | Budget    | Budget    | Budget    | Budget  | Budget    | Budget  | Budget    | Budget    |
| Revenue & Expenses               |        |           |           |           |         |           |         |           |           |
| INCOME                           |        |           |           |           |         |           |         |           |           |
| TENANT INCOME                    |        |           |           |           |         |           |         |           |           |
| Rental Income                    |        |           |           |           |         |           |         |           |           |
| Tenant Rent                      | 0      | 1,377,570 | 999,110   | 1,188,125 | 215,160 | 1,199,450 | 468,250 | 0         | 5,447,665 |
| Total Rental Income              | 0      | 1,377,570 | 999,110   | 1,188,125 | 215,160 | 1,199,450 | 468,250 | 0         | 5,447,665 |
| Other Tenant Income              |        |           |           |           |         |           |         |           |           |
| Laundry and Vending              | 0      | 0         | 0         | 0         | 2,020   | 0         | 6,710   | 0         | 8,730     |
| Maintenance Charge               | 0      | 4,238     | 720       | 1,500     | 960     | 2,270     | 3,330   | 0         | 13,018    |
| Late Charges                     | 0      | 175       | 25        | 50        | 100     | 150       | 25      | 0         | 525       |
| NSF Charges                      | 0      | 25        | 0         | 25        | 50      | 125       | 0       | 0         | 225       |
| Cable Charges                    | 0      | 15,876    | 11,113    | 16,193    | 7,938   | 14,764    | 15,876  | 0         | 81,760    |
| Total Other Tenant Income        | 0      | 20,314    | 11,858    | 17,768    | 11,068  | 17,309    | 25,941  | 0         | 104,258   |
| NET TENANT INCOME                | 0      | 1,397,884 | 1,010,968 | 1,205,893 | 226,228 | 1,216,759 | 494,191 | 0         | 5,551,923 |
| GRANT INCOME                     |        |           |           |           |         |           |         |           |           |
| HUD PHA Operating Grants/Subsidy | 0      | 1,226     | 858       | 11,660    | 167,430 | 1,225     | 300,530 | 0         | 482,929   |
| TOTAL GRANT INCOME               | 0      | 1,226     | 858       | 11,660    | 167,430 | 1,225     | 300,530 | 0         | 482,929   |
| OTHER INCOME                     |        |           |           |           |         |           |         |           |           |
| Investment Income-Unrestricted   | 15,815 | 138,320   | 98,449    | 96,228    | 38,520  | 77,080    | 74,610  | 139,000   | 678,022   |
| Management Fee Income            | 0      | 0         | 0         | 0         | 0       | 0         | 0       | 799,610   | 799,610   |
| Asset Mgmt Fee Income            | 0      | 0         | 0         | 0         | 0       | 0         | 0       | 62,760    | 62,760    |
| Bookkeeping Fee Income           | 0      | 0         | 0         | 0         | 0       | 0         | 0       | 46,127    | 46,127    |
| Fee for Service Income           | 0      | 0         | 0         | 0         | 0       | 0         | 0       | 30,000    | 30,000    |
| IT Fees                          | 0      | 0         | 0         | 0         | 0       | 0         | 0       | 15,000    | 15,000    |
| FFS income - outside party       | 0      | 0         | 0         | 0         | 0       | 0         | 0       | 19,000    | 19,000    |
| IT Fees - outside party          | 0      | 0         | 0         | 0         | 0       | 0         | 0       | 16,500    | 16,500    |
| Non-Dwelling Rental Income       | 7,000  | 0         | 0         | 31,780    | 0       | 0         | 0       | 9,431     | 48,211    |
| Misc Other Income                | 0      | 360       | 130       | 51        | 400     | 0         | 100     | 0         | 1,041     |
| TOTAL OTHER INCOME               | 22,815 | 138,680   | 98,579    | 128,059   | 38,920  | 77,080    | 74,710  | 1,137,428 | 1,716,271 |
| TOTAL INCOME                     | 22,815 | 1,537,790 | 1,110,405 | 1,345,612 | 432,578 | 1,295,064 | 869,431 | 1,137,428 | 7,751,123 |

|                                     | 311    | 312     | 313     | 314     | 315    | 317     | 318     | cocc      | Total     |
|-------------------------------------|--------|---------|---------|---------|--------|---------|---------|-----------|-----------|
|                                     | Budget | Budget  | Budget  | Budget  | Budget | Budget  | Budget  | Budget    | Budget    |
| EXPENSES                            |        |         |         |         |        |         |         |           |           |
| ADMINISTRATIVE                      |        |         |         |         |        |         |         |           |           |
| Administrative Salaries             |        |         |         |         |        |         |         |           |           |
| Administrative Salaries             | 0      | 92,670  | 85,856  | 66,986  | 37,096 | 164,886 | 120,372 | 724,694   | 1,292,560 |
| Employee Benefit Contribution-Admin | 0      | 55,701  | 50,757  | 38,845  | 22,156 | 94,361  | 70,232  | 333,517   | 665,569   |
| Total Administrative Salaries       | 0      | 148,371 | 136,613 | 105,831 | 59,252 | 259,247 | 190,604 | 1,058,211 | 1,958,129 |
| Legal Expense                       |        |         |         |         |        |         |         | 0         |           |
| Court Costs                         | 0      | 0       | 0       | 240     | 0      | 0       | 0       | 0         | 240       |
| Criminal Background Checks          | 0      | 400     | 155     | 85      | 65     | 152     | 140     | 0         | 997       |
| Tenant Screening                    | 0      | 2,900   | 1,500   | 3,100   | 35     | 2,360   | 250     | 0         | 10,145    |
| Total Legal Expense                 | 0      | 3,300   | 1,655   | 3,425   | 100    | 2,512   | 390     | 0         | 11,382    |
| Other Admin Expenses                |        |         |         |         |        |         |         |           |           |
| Staff Training                      | 0      | 770     | 590     | 873     | 335    | 926     | 769     | 2,000     | 6,263     |
| Auditing Fees                       | 0      | 2,250   | 1,575   | 2,260   | 1,125  | 2,270   | 2,250   | 0         | 11,730    |
| Management Fee                      | 0      | 127,490 | 89,243  | 130,040 | 63,745 | 128,767 | 127,490 | 0         | 666,775   |
| Asset Management Fees               | 0      | 12,000  | 8,400   | 12,240  | 6,000  | 12,120  | 12,000  | 0         | 62,760    |
| Bookkeeping Fees                    | 0      | 8,820   | 6,174   | 8,996   | 4,410  | 8,907   | 8,820   | 0         | 46,127    |
| Total Other Admin Expenses          | 0      | 151,330 | 105,982 | 154,409 | 75,615 | 152,990 | 151,329 | 2,000     | 793,655   |
| Miscellaneous Admin Expenses        |        |         |         |         |        |         |         |           |           |
| Membership and Fees                 | 0      | 105     | 75      | 110     | 40     | 125     | 80      | 1,175     | 1,710     |
| Publications                        | 0      | 105     | 75      | 110     | 35     | 125     | 70      | 0         | 520       |
| Advertising                         | 0      | 410     | 290     | 420     | 450    | 440     | 885     | 0         | 2,895     |
| Office Supplies                     | 0      | 200     | 135     | 210     | 110    | 220     | 175     | 450       | 1,500     |
| Fuel-Administrative                 | 0      | 115     | 100     | 120     | 55     | 255     | 100     | 1,500     | 2,245     |
| City Overhead                       | 510    | 12,236  | 12,242  | 14,090  | 6,558  | 21,796  | 12,810  | 43,741    | 123,983   |
| Telephone                           | 0      | 2,876   | 2,013   | 7,362   | 16,763 | 4,898   | 16,857  | 9,230     | 59,999    |
| Postage                             | 0      | 700     | 460     | 690     | 160    | 665     | 290     | 1,600     | 4,565     |
| Paper                               | 0      | 240     | 170     | 250     | 120    | 270     | 250     | 750       | 2,050     |
| Copiers                             | 0      | 1,005   | 705     | 1,020   | 480    | 1,040   | 1,450   | 1,625     | 7,325     |
| Printer Supplies/Services           | 0      | 230     | 165     | 210     | 170    | 235     | 275     | 400       | 1,685     |
| Misc Computer Equipment             | 0      | 1,955   | 1,370   | 2,880   | 3,260  | 2,225   | 3,850   | 3,500     | 19,040    |
| Internet                            | 0      | 950     | 655     | 1,005   | 1,480  | 1,170   | 1,500   | 2,450     | 9,210     |
| Software/Maintenance Fees           | 0      | 6,000   | 4,200   | 6,565   | 4,100  | 6,525   | 7,350   | 11,705    | 46,445    |
| Cell Phones/Pagers                  | 25     | 620     | 620     | 850     | 480    | 1,105   | 500     | 2,235     | 6,435     |
| Small Office Equipment              | 0      | 50      | 25      | 30      | 25     | 110     | 50      | 450       | 740       |
| Bank Fees                           | 0      | 0       | 0       | 0       | 0      | 0       | 0       | 17,090    | 17,090    |
| Cable Charges                       | 0      | 15,876  | 11,113  | 16,193  | 7,938  | 14,764  | 15,876  | 0         | 81,760    |
| Other Misc Admin Expenses           | 0      | 55      | 40      | 60      | 52     | 105     | 100     | 400       | 812       |
| Storage                             | 250    | 120     | 85      | 300     | 42     | 222     | 50      | 500       | 1,569     |

|                                          | 311    | 312     | 313     | 314     | 315     | 317     | 318     | cocc      | Total     |
|------------------------------------------|--------|---------|---------|---------|---------|---------|---------|-----------|-----------|
|                                          | Budget | Budget  | Budget  | Budget  | Budget  | Budget  | Budget  | Budget    | Budget    |
| Total Miscellaneous Admin Expenses       | 785    | 43,848  | 34,538  | 52,475  | 42,318  | 56,295  | 62,518  | 98,801    | 391,578   |
| TOTAL ADMINISTRATIVE EXPENSES            | 785    | 346,849 | 278,788 | 316,140 | 177,285 | 471,044 | 404,841 | 1,159,012 | 3,154,744 |
|                                          |        |         |         |         |         |         |         | 0         |           |
| TENANT SERVICES                          |        |         |         |         |         |         |         | 0         |           |
| Tenant Services Salaries                 | 0      | 4,315   | 3,025   | 4,401   | 2,158   | 4,370   | 4,315   | 0         | 22,584    |
| Employee Benefit Contributions-Tenant Sv | 0      | 3,220   | 2,257   | 3,284   | 1,610   | 3,263   | 3,220   | 0         | 16,854    |
| Resident Council                         | 0      | 1,323   | 891     | 1,363   | 662     | 1,161   | 1,269   | 0         | 6,669     |
| Other Tenant Svcs.-OHA                   | 0      | 882     | 594     | 909     | 441     | 774     | 846     | 0         | 4,446     |
| Tenant Services Contract Costs           | 0      | 1,765   | 1,235   | 3,600   | 2,400   | 2,700   | 2,400   | 0         | 14,100    |
| Resident Services                        | 0      | 3,435   | 2,405   | 4,420   | 500     | 0       | 1,000   | 0         | 11,760    |
| TOTAL TENANT SERVICES EXPENSES           | 0      | 14,940  | 10,407  | 17,977  | 7,771   | 12,268  | 13,050  | 0         | 76,413    |
| UTILITIES                                |        |         |         |         |         |         |         |           |           |
| Water                                    | 0      | 77,000  | 56,000  | 69,000  | 11,800  | 60,500  | 26,000  | 3,300     | 303,600   |
| Electricity                              | 7,000  | 10,715  | 11,160  | 27,000  | 57,880  | 17,000  | 83,000  | 23,000    | 236,755   |
| Electricity-Vacant Units                 | 0      | 90      | 140     | 990     | 0       | 410     | 0       | 0         | 1,630     |
| Gas                                      | 0      | 1,050   | 740     | 2,100   | 17,100  | 1,686   | 41,000  | 900       | 64,576    |
| Gas-Vacant Units                         | 0      | 271     | 141     | 280     | 0       | 740     | 0       | 0         | 1,432     |
| Garbage/Trash Removal                    | 0      | 49,000  | 64,000  | 68,000  | 5,600   | 69,800  | 11,000  | 2,240     | 269,640   |
| Dump Expense                             | 755    | 1,780   | 1,803   | 1,000   | 50      | 1,175   | 675     | 0         | 7,238     |
| Sewer                                    | 0      | 56,170  | 41,000  | 48,000  | 12,000  | 45,951  | 25,000  | 680       | 228,801   |
| TOTAL UTILITY EXPENSES                   | 7,755  | 196,076 | 174,984 | 216,370 | 104,430 | 197,262 | 186,675 | 30,120    | 1,113,672 |
| MAINTENANCE AND OPERATIONS               |        |         |         |         |         |         |         |           |           |
| General Maint Expense                    |        |         |         |         |         |         |         |           |           |
| Maintenance Salaries                     | 0      | 79,930  | 70,156  | 84,432  | 63,736  | 129,090 | 60,118  | 16,877    | 504,339   |
| Maintenance Labor-Grounds                | 9,129  | 46,455  | 63,145  | 100,791 | 16,569  | 96,195  | 48,827  | 27,907    | 409,018   |
| Maint-On Call Service                    | 0      | 2,510   | 1,760   | 2,530   | 1,260   | 2,653   | 2,500   | 0         | 13,213    |
| Maintenance - Temporary Labor            | 1,766  | 12,798  | 8,959   | 13,054  | 6,399   | 12,928  | 12,798  | 0         | 68,702    |
| Maintenance OT                           | 0      | 9,470   | 4,120   | 9,050   | 5,500   | 8,387   | 11,400  | 600       | 48,527    |
| Employee Benefits Contribution-Maint.    | 4,817  | 75,119  | 78,813  | 107,595 | 47,027  | 128,529 | 64,488  | 24,834    | 531,222   |
| Maintenance Uniforms                     | 30     | 425     | 300     | 465     | 205     | 889     | 405     | 457       | 3,176     |
| Vehicle Gas, Oil, Grease                 | 380    | 3,620   | 3,690   | 4,450   | 2,000   | 6,795   | 2,600   | 990       | 24,525    |
| Total General Maint Expense              | 16,122 | 230,327 | 230,943 | 322,367 | 142,696 | 385,466 | 203,136 | 71,665    | 1,602,722 |
| Materials                                |        |         |         |         |         |         |         |           |           |
| Supplies-Paint                           | 0      | 6,565   | 1,580   | 2,935   | 1,035   | 4,655   | 2,473   | 0         | 19,243    |
| Supplies-Grounds                         | 760    | 270     | 350     | 890     | 60      | 1,700   | 1,100   | 100       | 5,230     |
| Supplies-Appliance                       | 0      | 14,540  | 6,180   | 12,400  | 6,600   | 14,600  | 12,000  | 0         | 66,320    |
| Supplies-Plumbing                        | 0      | 20,191  | 11,430  | 24,910  | 3,000   | 5,225   | 11,300  | 0         | 76,056    |
| Supplies-Electrical                      | 0      | 5,465   | 3,370   | 16,700  | 1,600   | 2,405   | 15,000  | 575       | 45,115    |

|                                  | 311    | 312     | 313     | 314     | 315     | 317     | 318     | cocc    | Total     |
|----------------------------------|--------|---------|---------|---------|---------|---------|---------|---------|-----------|
|                                  | Budget | Budget  | Budget  | Budget  | Budget  | Budget  | Budget  | Budget  | Budget    |
| Supplies-Building Repairs        | 0      | 4,730   | 2,720   | 7,580   | 2,000   | 7,525   | 7,000   | 50      | 31,605    |
| Supplies-Windows                 | 0      | 1,385   | 1,180   | 1,530   | 325     | 970     | 125     | 0       | 5,515     |
| Supplies-Locks                   | 0      | 575     | 550     | 1,875   | 350     | 375     | 700     | 50      | 4,475     |
| Supplies-Janitorial/Cleaning     | 0      | 735     | 520     | 1,820   | 490     | 905     | 3,000   | 1,600   | 9,070     |
| Supplies-Safety                  | 50     | 1,035   | 810     | 1,275   | 425     | 920     | 800     | 465     | 5,780     |
| Tools and Equipment              | 0      | 5,625   | 3,660   | 1,160   | 975     | 1,095   | 2,500   | 600     | 15,615    |
| Grounds Tools and Equipment      | 0      | 175     | 125     | 490     | 75      | 750     | 225     | 90      | 1,930     |
| Total Materials                  | 810    | 61,291  | 32,475  | 73,565  | 16,935  | 41,125  | 56,223  | 3,530   | 285,954   |
| Contract Costs                   |        |         |         |         |         |         |         |         |           |
| Contract-Fire Alarm/Extinguisher | 10     | 2,055   | 1,570   | 4,510   | 12,000  | 2,720   | 4,900   | 850     | 28,615    |
| Contract-Building Repairs-Misc   | 0      | 6,470   | 4,470   | 26,000  | 150     | 20,950  | 1,600   | 0       | 59,640    |
| Contract-Unit Turnaround         | 0      | 3,500   | 1,400   | 1,500   | 250     | 3,500   | 1,000   | 0       | 11,150    |
| Contract-Painting                | 0      | 13,500  | 4,200   | 0       | 0       | 12,500  | 0       | 0       | 30,200    |
| Contract-Electrical              | 0      | 150     | 1,600   | 4,000   | 550     | 450     | 0       | 0       | 6,750     |
| Contract-Pest Control            | 0      | 1,450   | 650     | 5,200   | 6,500   | 3,715   | 14,000  | 100     | 31,615    |
| Contract-Floor Covering          | 0      | 0       | 12,024  | 13,520  | 3,000   | 7,000   | 12,000  | 0       | 47,544    |
| Contract-Grounds                 | 44,181 | 200     | 8,860   | 1,900   | 0       | 8,502   | 2,700   | 0       | 66,343    |
| Contract-Janitorial/Cleaning     | 0      | 3,090   | 2,160   | 10,000  | 9,300   | 3,325   | 11,100  | 9,500   | 48,475    |
| Contract-Plumbing                | 0      | 7,520   | 3,610   | 9,000   | 5,100   | 8,500   | 4,200   | 200     | 38,130    |
| Contract-HVAC                    | 0      | 560     | 6,340   | 1,400   | 22,750  | 1,825   | 14,000  | 6,000   | 52,875    |
| Contract-Vehicle Maintenance     | 150    | 2,400   | 2,000   | 1,800   | 700     | 3,075   | 1,200   | 3,800   | 15,125    |
| Contract-Equipment Rental        | 0      | 660     | 25      | 150     | 0       | 150     | 210     | 0       | 1,195     |
| Contract-Equipment Repair        | 0      | 1,065   | 760     | 2,500   | 50      | 700     | 225     | 75      | 5,375     |
| Contract-Elevator Maintenance    | 0      | 0       | 0       | 0       | 6,375   | 0       | 5,300   | 2,820   | 14,495    |
| Contract-Alarm Monitoring        | 0      | 891     | 625     | 1,200   | 3,420   | 702     | 5,700   | 2,125   | 14,663    |
| Contract-Tree Trimming           | 0      | 4,180   | 3,160   | 6,000   | 2,500   | 3,750   | 6,500   | 2,000   | 28,090    |
| Contract-IT Contracts            | 50     | 2,560   | 1,764   | 2,918   | 6,422   | 3,058   | 10,159  | 0       | 26,931    |
| Contract Costs-Other             | 0      | 1,900   | 1,330   | 1,940   | 2,900   | 1,990   | 1,900   | 0       | 11,960    |
| Total Contract Costs             | 44,391 | 52,151  | 56,548  | 93,538  | 81,967  | 86,412  | 96,694  | 27,470  | 539,171   |
| TOTAL MAINTENANCE EXPENSE        | 61,323 | 343,769 | 319,966 | 489,470 | 241,598 | 513,003 | 356,053 | 102,665 | 2,427,847 |
| GENERAL EXPENSES                 |        |         |         |         |         |         |         |         |           |
| WC Insurance                     | 1,059  | 15,415  | 16,176  | 22,214  | 9,620   | 27,599  | 13,567  | 32,357  | 138,007   |
| Auto Insurance                   | 503    | 7,836   | 7,037   | 9,314   | 4,118   | 12,099  | 7,236   | 6,865   | 55,008    |
| Property Insurance               | 0      | 47,853  | 43,795  | 62,890  | 32,410  | 52,837  | 58,982  | 3,720   | 302,487   |
| General Liability Insurance      | 1,321  | 5,464   | 3,830   | 7,059   | 2,025   | 5,827   | 4,045   | 756     | 30,327    |
| Fidelity Insurance               | 0      | 214     | 150     | 218     | 107     | 215     | 214     | 62      | 1,180     |
| City-Umbrella Policy             | 4,539  | 18,780  | 13,162  | 24,261  | 6,960   | 20,014  | 13,903  | 2,600   | 104,219   |
| Broker Fees                      | 140    | 2,817   | 2,510   | 3,647   | 1,780   | 3,260   | 3,238   | 543     | 17,935    |
| Cyber Liability Insurance        | 1,257  | 590     | 402     | 732     | 418     | 677     | 756     | 0       | 4,832     |

|                                   | 311        | 312       | 313       | 314       | 315         | 317        | 318         | cocc          | Total      |
|-----------------------------------|------------|-----------|-----------|-----------|-------------|------------|-------------|---------------|------------|
|                                   | Budget     | Budget    | Budget    | Budget    | Budget      | Budget     | Budget      | Budget        | Budget     |
| Payments in Lieu of Taxes         | 0          | 10,225    | 6,750     | 11,174    | 13,546      | 7,425      | 28,226      | 0             | 77,346     |
| Bad Debt-Tenant Rents             | 800        | 2,000     | 1,000     | 2,000     | 500         | 450        | 9,000       | 0             | 15,750     |
| Security/Law Enforcement          | 7,813      | 23,435    | 16,405    | 23,904    | 11,718      | 23,670     | 23,435      | 0             | 130,380    |
| TOTAL GENERAL EXPENSES            | 17,432     | 134,629   | 111,217   | 167,413   | 83,202      | 154,073    | 162,602     | 46,903        | 877,471    |
| Asset Purchases                   | 0          | 27,274    | 19,097    | 6,826     | 3,346       | 6,760      | 6,692       | 0             | 69,995     |
| NON OPERATING EXPENSE             | 0          | 27,274    | 19,097    | 6,826     | 3,346       | 6,760      | 6,692       | 0             | 69,995     |
| HOUSING ASSISTANCE PAYMENTS       |            |           |           |           |             |            |             |               |            |
| PH Tenant URP                     | 0          | 2,256     | 432       | 0         | 0           | 0          | 0           | 0             | 2,688      |
| PH FSS Escrow Payments            | 0          | 10,644    | 4,452     | 53,016    | 0           | 0          | 4,380       | 0             | 72,492     |
| TOTAL HOUSING ASSISTANCE PAYMENT: | 0          | 12,900    | 4,884     | 53,016    | 0           | 0          | 4,380       | 0             | 75,180     |
| TOTAL EXPENSES                    | 87,295     | 1,076,437 | 919,343   | 1,267,212 | 617,632     | 1,354,410  | 1,134,293   | 1,338,700     | 7,795,322  |
| NET INCOME                        | (\$64,480) | \$461,353 | \$191,062 | \$78,400  | (\$185,054) | (\$59,346) | (\$264,862) | (\$201,272) * | (\$44,199) |

\*Note: A budget deficit in a public housing project may be offset by a surplus in another project. However; if there is a deficit in the COCC budget, it must be funded by the COCC's Unrestricted Cash & Investments reserves fund.

HOUSING AUTHORITY OF THE CITY OF OXNARD

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING AND ADOPTING THE LOW RENT PUBLIC HOUSING PROGRAM OPERATING BUDGETS FOR FISCAL YEAR 2025-2026

- I. WHEREAS, the Housing Authority of the City of Oxnard (“OHA”) has prepared the Low Rent Public Housing Program operating budgets now totaling \$7,795,322 for the fiscal year 2025-2026; and
- II. WHEREAS, the budgeted expenditures are necessary for the efficient and economical operation of OHA for the purpose of serving low-income families; and
- III. WHEREAS, the budgets for the fiscal year 2025-2026 indicate a source of funding adequate to cover all proposed expenditures; and
- IV. WHEREAS, the budgeted expenditures will be consistent with the provisions of law and the Annual Contribution Contract; and
- V. WHEREAS, the United States Department of Housing and Urban Development requires OHA to certify that no OHA employee is serving in a variety of positions which will exceed a 100% allocation of their time.

NOW THEREFORE, the Board of Commissioners of the Housing Authority of the City of Oxnard resolves as follows:

1. That the Low Rent Public Housing Program Operating Budgets (“Operating Budgets”) for the fiscal year 2025-2026 totaling \$7,795,322 on file at the Housing Department and incorporated full herein by this reference is approved and adopted.
2. That no OHA employee reflected in the Operating Budgets is serving in a variety of positions which will exceed 100% allocation of their time.

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

Page **2** of **2**

APPROVED AND ADOPTED by the Board of Commissioners of the Housing Authority of the City of Oxnard at a regular meeting of said Board held on the 3<sup>rd</sup> day of June, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Luis A. Mc Arthur, Chairman

ATTEST:

\_\_\_\_\_  
Lourdes A. López, Secretary Designate

Approved as to form:

\_\_\_\_\_  
Stephen M. Fischer, General Counsel



**OXNARD HOUSING AUTHORITY  
HOUSING CHOICE VOUCHER PROGRAM SECTION 8  
PROPOSED FY 2025-2026 BUDGET**

|                                     | Administrative | Housing Assistance | Total      |
|-------------------------------------|----------------|--------------------|------------|
|                                     | Budget         | Payment Budget     | Budget     |
| Revenue & Expenses                  |                |                    |            |
| INCOME                              |                |                    |            |
| GRANT INCOME                        |                |                    |            |
| HAP Income                          |                | 32,188,748         | 32,188,748 |
| Adm Fee Income                      | 2,805,243      |                    | 2,805,243  |
| Port-In Adm Fee                     | 19,435         |                    | 19,435     |
| Port-In HAP                         | 650,312        |                    | 650,312    |
| TOTAL GRANT INCOME                  | 3,474,990      | 32,188,748         | 35,663,738 |
| OTHER INCOME                        |                |                    |            |
| Investment Income-Unrestricted      | 103,000        |                    | 103,000    |
| Fraud Recovery-Adm Fee              | 2,502          |                    | 2,502      |
| Fraud Recovery-HAP                  |                | 2,502              | 2,502      |
| TOTAL OTHER INCOME                  | 105,502        | 2,502              | 108,004    |
| TOTAL INCOME                        | 3,580,492      | 32,191,250         | 35,771,742 |
| EXPENSES                            |                |                    |            |
| ADMINISTRATIVE                      |                |                    |            |
| Administrative Salaries             |                |                    |            |
| Administrative Salaries             | 1,598,604      |                    | 1,598,604  |
| Administrative Temp Help            | 47,840         |                    | 47,840     |
| Employee Benefit Contribution-Admin | 913,895        |                    | 913,895    |
| Total Administrative Salaries       | 2,560,339      |                    | 2,560,339  |
| Legal Expense                       |                |                    |            |
| Criminal Background Checks          | 6,040          |                    | 6,040      |
| Tenant Screening                    | 18,100         |                    | 18,100     |
| General Legal Expense               | 2,000          |                    | 2,000      |
| Total Legal Expense                 | 26,140         |                    | 26,140     |
| Other Admin Expenses                |                |                    |            |
| Staff Training                      | 4,020          |                    | 4,020      |
| Travel                              | 410            |                    | 410        |
| Auditing Fees                       | 37,675         |                    | 37,675     |
| Port-Out Adm Fee Paid               | 16,500         |                    | 16,500     |
| Consultants                         | 9,000          |                    | 9,000      |
| Total Other Admin Expenses          | 67,605         |                    | 67,605     |
| Miscellaneous Admin Expenses        |                |                    |            |
| Membership and Fees                 | 3,265          |                    | 3,265      |

**OXNARD HOUSING AUTHORITY  
HOUSING CHOICE VOUCHER PROGRAM SECTION 8  
PROPOSED FY 2025-2026 BUDGET**

|                                       | Administrative   | Housing Assistance | Total            |
|---------------------------------------|------------------|--------------------|------------------|
|                                       | Budget           | Payment Budget     | Budget           |
| Publications                          | 675              |                    | 675              |
| Advertising                           | 2,420            |                    | 2,420            |
| Office Supplies                       | 2,000            |                    | 2,000            |
| Fuel-Administrative                   | 3,000            |                    | 3,000            |
| City Overhead                         | 92,784           |                    | 92,784           |
| Telephone                             | 17,890           |                    | 17,890           |
| Postage                               | 20,500           |                    | 20,500           |
| Paper                                 | 2,500            |                    | 2,500            |
| Copiers                               | 5,700            |                    | 5,700            |
| Printer Supplies/Services             | 3,000            |                    | 3,000            |
| Misc Computer Equipment               | 6,000            |                    | 6,000            |
| Internet                              | 2,000            |                    | 2,000            |
| Software/Maintenance Fees             | 70,000           |                    | 70,000           |
| Cell Phones/Pagers                    | 3,100            |                    | 3,100            |
| Small Office Equipment                | 5,000            |                    | 5,000            |
| Bank Fees                             | 6,000            |                    | 6,000            |
| Other Misc Admin Expenses             | 725              |                    | 725              |
| Storage                               | 14,000           |                    | 14,000           |
| Total Miscellaneous Admin Expenses    | 260,559          |                    | 260,559          |
| <b>TOTAL ADMINISTRATIVE EXPENSES</b>  | <b>2,914,643</b> |                    | <b>2,914,643</b> |
| <b>UTILITIES</b>                      |                  |                    |                  |
| Water                                 | 925              |                    | 925              |
| Electricity                           | 10,000           |                    | 10,000           |
| Gas                                   | 1,300            |                    | 1,300            |
| Garbage/Trash Removal                 | 750              |                    | 750              |
| Sewer                                 | 290              |                    | 290              |
| <b>TOTAL UTILITY EXPENSES</b>         | <b>13,265</b>    |                    | <b>13,265</b>    |
| <b>MAINTENANCE AND OPERATIONS</b>     |                  |                    |                  |
| General Maint Expense                 |                  |                    |                  |
| Maintenance Salaries                  | 6,661            |                    | 6,661            |
| Maintenance Labor-Grounds             | 7,935            |                    | 7,935            |
| Employee Benefits Contribution-Maint. | 8,250            |                    | 8,250            |
| Maintenance Uniforms                  | 288              |                    | 288              |
| Vehicle Gas, Oil, Grease              | 360              |                    | 360              |
| Total General Maint Expense           | 23,494           |                    | 23,494           |
| Materials                             |                  |                    |                  |
| Supplies-Electrical                   | 100              |                    | 100              |
| Supplies-Building Repairs             | 100              |                    | 100              |
| Supplies-Janitorial/Cleaning          | 1,900            |                    | 1,900            |

**OXNARD HOUSING AUTHORITY  
HOUSING CHOICE VOUCHER PROGRAM SECTION 8  
PROPOSED FY 2025-2026 BUDGET**

|                                   | Administrative | Housing Assistance | Total       |
|-----------------------------------|----------------|--------------------|-------------|
|                                   | Budget         | Payment Budget     | Budget      |
| Supplies-Safety                   | 290            |                    | 290         |
| Total Materials                   | 2,390          |                    | 2,390       |
| Contract Costs                    |                |                    |             |
| Contract-Fire Alarm/Extinguisher  | 56             |                    | 56          |
| Contract-Janitorial/Cleaning      | 9,000          |                    | 9,000       |
| Contract-HVAC                     | 2,500          |                    | 2,500       |
| Contract-Vehicle Maintenance      | 2,250          |                    | 2,250       |
| Contract-Alarm Monitoring         | 500            |                    | 500         |
| Contract-Tree Trimming            | 1,000          |                    | 1,000       |
| Contract-Inspections              | 2,500          |                    | 2,500       |
| Total Contract Costs              | 17,806         |                    | 17,806      |
| TOTAL MAINTENANCE EXPENSE         | 43,690         |                    | 43,690      |
| GENERAL EXPENSES                  |                |                    |             |
| WC Insurance                      | 30,910         |                    | 30,910      |
| Auto Insurance                    | 5,280          |                    | 5,280       |
| Property Insurance                | 1,787          |                    | 1,787       |
| General Liability Insurance       | 11,046         |                    | 11,046      |
| Fidelity Insurance                | 62             |                    | 62          |
| City-Umbrella Policy              | 37,966         |                    | 37,966      |
| Broker Fees                       | 1,375          |                    | 1,375       |
| Cyber Liability Insurance         | 12,060         |                    | 12,060      |
| Security/Law Enforcement          | 7,811          |                    | 7,811       |
| Port-In HAP Expense               | 650,312        |                    | 650,312     |
| TOTAL GENERAL EXPENSES            | 758,609        |                    | 758,609     |
| HOUSING ASSISTANCE PAYMENTS       |                |                    |             |
| Housing Assistance Payments       |                | 31,537,425         | 31,537,425  |
| HCV Tenant URP                    |                | 93,800             | 93,800      |
| Port-Out HAP                      |                | 335,500            | 335,500     |
| HCV FSS Escrow Payments           |                | 224,525            | 224,525     |
| TOTAL HOUSING ASSISTANCE PAYMENTS |                | 32,191,250         | 32,191,250  |
| TOTAL EXPENSES                    | 3,730,207      | 32,191,250         | 35,921,457  |
| NET INCOME                        | (\$149,715)    | \$0                | (\$149,715) |

HOUSING AUTHORITY OF THE CITY OF OXNARD  
RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY  
OF THE CITY OF OXNARD APPROVING AND ADOPTING THE HOUSING CHOICE  
VOUCHER PROGRAM SECTION 8 OPERATING BUDGET FOR FISCAL YEAR 2025-2026

- I. WHEREAS, the Housing Authority of the City of Oxnard (“OHA”) has prepared a Housing Choice Voucher Program Section 8 operating budget of \$35,921,457 for the fiscal year 2025-2026; and
- II. WHEREAS, the budgeted expenditures are necessary for the efficient and economical operation of OHA for the purpose of serving low-income families; and
- III. WHEREAS, the budget for the fiscal year 2025-2026 indicates a source of funding adequate to cover all proposed expenditures; and
- IV. WHEREAS, the budgeted expenditures will be consistent with the provisions of law and the Annual Contribution Contract; and
- V. WHEREAS, the United States Department of Housing and Urban Development requires OHA to certify that no OHA employee is serving in a variety of positions which will exceed a 100% allocation of their time.

NOW THEREFORE, the Board of Commissioners of the Housing Authority of the City of Oxnard resolves as follows:

1. That the Housing Choice Voucher Program Section 8 Operating Budget (“Operating Budget”) for the fiscal year 2025-2026 totaling \$35,921,457 available on file at the Housing Department and incorporated in full herein by this reference is approved and adopted.
2. That no OHA employee reflected in the Operating Budget is serving in a variety of positions which will exceed 100% allocation of their time.

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

Page **2** of **2**

APPROVED AND ADOPTED by the Board of Commissioners of the Housing Authority of the City of Oxnard at a regular meeting of said Board held on the 3<sup>rd</sup> day of June, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Luis A. Mc Arthur, Chairman

ATTEST:

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Lourdes A. López, Secretary Designate

Approved as to form:

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Stephen M. Fischer, General Counsel

**PHA Board Resolution**  
Approving Operating Budget

**U.S. Department of Housing and  
Urban Development**  
Office of Public and Indian Housing

OMB Approval No. 2577-0029 (exp. 04/30/2027)

**Public reporting burden** for this collection of information is estimated to average 136.2 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, completing the operating budget and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410. When providing comments, please refer to OMB Approval No. 2577-0029. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed and budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating budget adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA complies with HUD prescribed procedures. PHA boards must approve the operating budget and HUD requires boards to certify their approval through this form. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: **City of Oxnard Housing Authority** PHA Code: **CA031**

PHA Fiscal Year Beginning **July 1, 2025** Board Resolution Number:

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

- |                                                                                         | <u>DATE</u>       |
|-----------------------------------------------------------------------------------------|-------------------|
| <input checked="" type="checkbox"/> Operating Budget approved by Board resolution on:   | <b>06/03/2025</b> |
| <input type="checkbox"/> Operating Budget submitted to HUD, if applicable, on:          |                   |
| <input type="checkbox"/> Operating Budget revision approved by Board resolution on:     |                   |
| <input type="checkbox"/> Operating Budget revision submitted to HUD, if applicable, on: |                   |

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.

**WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

|                                                          |                    |               |
|----------------------------------------------------------|--------------------|---------------|
| Print Board Chairperson's Name:<br><br>Luis A. Mc Arthur | Signature:<br><br> | Date:<br><br> |
|----------------------------------------------------------|--------------------|---------------|

# Housing Authority Low Rent Public Housing and Housing Choice Voucher Program (Section 8) Budgets for Fiscal Year 2025-2026

Brenda Lopez, Interim Director  
Housing Department  
Finance and Governance Committee  
May 13, 2025



The Low Rent Public Housing Program (LRPH) budget pertains to the 523 public housing units owned and operated by the Housing Authority of the City of Oxnard (OHA)

1. The United States Department of Housing and Urban Development (HUD) requires program budgets to be submitted prior to the start of each fiscal year.
2. Each public housing project is funded and budgeted separately. In addition, any administrative costs that are not directly related to a public housing project, must be budgeted separately under the Central Office Cost Center (COCC).
3. Budget comprises of: tenant rental income and operating subsidy from HUD.
4. The COCC budget expenses are offset by a combination of fee revenues such as management fees, booking fees, and asset management fees.



The Housing Choice Voucher Program (HCV), also referred to as Section 8, budget pertains to 1,864 Housing Choice Vouchers (does not include forty-six Emergency Housing Choice and forty Mainstream Vouchers) administered by the OHA.

1. Budget comprises of: housing assistance payments (HAP) which are rental subsidies passed directly through the OHA from HUD to property owners and administrative fees to the OHA.
2. Funding eligibility is based on the number of vouchers leased and a HUD established fee per unit leased (adjusted for inflation).
3. New voucher allocations awarded to the agency are funded separately.

# FY 2025-2026 Public Housing Budget Discussion

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1. The recommended operating budget for the LRPH program is \$7,795,322. This amount consists of an estimated COCC income of \$1,137,428 and a \$6,613,695 combined income total related to the public housing projects.
2. The COCC related expenses total \$1,338,700 (consists of indirect administrative costs) and combined expenses related to the public housing projects total \$6,456,622.
3. The operating budget, if adopted as recommended, would result in a deficit of \$201,272 for the COCC.
4. Efforts to reduce the COCC budget deficit over time include generating revenue by providing property management services for OHA-owned properties and closely monitoring opportunities to save on indirect costs. In addition, the OHA applied for HUD's Rental Assistance Demonstration (RAD) program which allows for fungibility with other programs and offers an opportunity to generate income/surplus cash in the long run. If successful, the surplus may be distributable to the COCC.
5. The budget deficit in the COCC budget has reduced from \$365,438 in FY 20-21 to \$201,272 in FY 25-26.

# FY 2025-2026 Public Housing Budget Discussion

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1. The operating budget, if adopted as recommended for the combined public housing projects will result in a net income of \$157,073.
2. In FY 20-21, the combined public housing projects had a budget deficit of \$161,383.
3. Efforts to reduce budget deficits over time have included right sizing families in units based on their household composition, improving operational efficiencies, and decreasing vacancy turn around time frames.

1. The recommended operating budget for the HCV program is \$35,921,457 (HAP + Administrative Fees).
2. The total projected HAP is \$32,191,250.
3. The total projected administrative fees total \$3,580,492 and the expenses total \$3,730,207. This will result in a deficit of \$149,715.
4. Since 2020, the OHA launched the “rethink and renew” effort to identify, plan and implement strategic goals that will reduce the budget deficit overtime. Some of the efforts undertaken include applying for new programs which have separate funding sources, streamlining processes, issuing project-based vouchers, and increasing lease up.
5. The budget deficit in the HCV budget has reduced from \$377,126 in FY 20-21 to \$149,715 in FY 25-26.

## Financial Impact:

1. There is no financial impact to the General Fund.
2. The OHA has approximately \$1,200,000 in the COCC Unrestricted Cash and Investments fund to cover the projected COCC budget deficiency of \$201,272 for Fiscal Year 2025-2026. The remaining balance will be \$998,728.
3. The OHA has approximately \$2,400,000 in the HCV Program's Unrestricted Cash and Investments fund to cover the projected HCV budget deficit of \$149,715 for Fiscal Year 2025-2026. The remaining balance will be \$2,250,285.

That the Finance and Governance Committee recommend that the Board of Commissioners of the Housing Authority of the City of Oxnard:

1. Adopt a resolution approving the recommended \$7,795,322 operating budgets for the Low Rent Public Housing Program for Fiscal Year 2025-2026, as presented for each project area, and approve and authorize the use of \$201,272 of unrestricted cash to fund the projected deficit in the Central Office Cost Center.
2. Adopt a resolution approving the recommended \$35,921,457 operating budget for the Housing Choice Voucher Program Section 8 for Fiscal Year 2025-2026 and approve and authorize the use of \$149,715 of unrestricted cash to fund the projected deficit.



# End of Presentation



## FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

### REPORTS AGENDA ITEM NO. D.6

**DATE:** May 13, 2025

**TO:** Finance & Governance Committee

**FROM:** Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400,  
javier.chagoyenlazaro@oxnard.org

**SUBJECT:** Agreement for Annual Financial Audits and Single Audits for Federally Funded Programs for Fiscal Years 2024-25 through 2028-29. (10 Minutes)

### RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a five-year agreement (No.32600005) with Macias Gini & O'Connell, LLP in the amount of \$1,219,895 for annual financial audits and Single Audits for Federally funded programs.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/CgYef-jGadM>

### BACKGROUND

With the recent submittal to the Federal Audit Clearinghouse of the Single Audit for the year ending June 30, 2024, the current audit contract is completed. On January 28, 2025, the Finance Department issued a Request for Proposals ("RFP") for Professional Auditing Services. Purchasing staff posted the RFP on the City's public purchasing platform, and notified a number of accounting and auditing firms directly, encouraging them to respond. In addition, the Chief Financial Officer, Assistant Chief Financial Officer, and the Controller also reached out to numerous agencies for audit firm references to notify and ask them to submit proposals.

With the outreach effort, the RFP received 45 single views within the online platform, and six (6) firms ultimately submitted proposals to the RFP. An evaluation team of five (5) members was formed to review the six (6) proposals. The five (5) evaluation team members included the CFO, Two (2) Assistant CFOs, Controller, and the Internal Control Manager. Two (2) members of the evaluation team hold active CPA Licenses. Evaluation team members all signed the Purchasing Code of Conduct, attended the Purchasing Division's evaluation kickoff meeting, and reviewed the proposals.

Of the six (6) proposals submitted, Macias Gini & O'Connell, LLP ("MGO") was deemed the best overall value compared to the other five (5) proposals submitted. With a strong presence in California and a solid history of public sector audits, MGO provided an impressive list of California Cities and Special Districts clients serviced in the last five (5) years. It has extensive experience working with diverse sizes of governmental agencies, including large complex public agencies comparable to the City of Oxnard. In Northern California, some of MGO's large-size clients have included the City and County of San Francisco, City of Oakland, and City of Fremont. MGO's Southern California clients have included the City and County of Los Angeles, City of Santa Monica, City of Santa Barbara, County of Ventura, and numerous cities in the Ventura and Orange



counties. Based on the scope of work, MGO provides a clear, thorough, and structured approach to the audit work plan and procedures and a comprehensive timeline. Its proposal addressed areas of risk assessment, compliance assessment, and an extensive discussion on Single Audit quality review. In the area of technical competency, MGO provided the most extensive and detailed description of the uses of technology and its approach specifically to audits.

Given MGO's knowledge, experience, technical competency, thoroughness, and competency in performing comparable agency-size audits, the evaluation team expressed confidence that MGO is the best among the pool of six proposers.

## **STRATEGIC PRIORITIES**

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

## **FINANCIAL IMPACT**

Macias Gini & O'Connell, LLP has committed to a not-to-exceed cost of \$1,219,895 for the annual financial audit and the Single Audit for each of the five years of the contract:

|              |                    |
|--------------|--------------------|
| FY 2024-25:  | \$229,780          |
| FY 2025-26:  | 236,670            |
| FY 2026-27:  | 243,765            |
| FY 2027-28:  | 251,075            |
| FY 2028-29:  | <u>258,605</u>     |
| <b>TOTAL</b> | <b>\$1,219,895</b> |

By comparison, the total not to exceed contract cost of the same audit services for the last five years was \$1,157,800. The annual cost will be included in the Finance Department budget for each fiscal year, beginning with the Proposed Budget for FY 2025-26.

*For Financial use only: General Fund 1011602-53210; Measure O 1041001-5321-M1904*

*Prepared by: Beth Vo, Assistant Chief Financial Officer*

## **ATTACHMENTS**

1. DRAFT MGO AGREEMENT
2. Presentation

Agreement No. \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF OXNARD AND MACIAS GINI & O'CONNELL LLP**

**By This Professional Services Agreement** ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Macias Gini & O'Connell LLP ("Consultant"), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as "Party" or collectively as the "Parties."

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

**1. Recitals. [INTENTIONALLY OMITTED]**

**2. SUMMARY DESCRIPTION OF SERVICES.**

Agreement for Professional Auditing Services reference "Exhibit A"

**3. PARTIES.**

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Macias Gini & O'Connell, an LLP of the State of California, located at 700 South Flower St., Suite 800. Los Angeles, CA 90017.

**4. TERM OF AGREEMENT:** From (Date): 05/21/2025 To (Date): 05/20/2030

- A. Time is of the essence in this Agreement
- B. This Agreement does not have any options to extend.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

**5. AGREEMENT AMOUNT NOT TO EXCEED:        \$1,219,895.00**

- 6. AGREEMENT EXHIBITS.** The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services  
Exhibit B: Schedule of Compensation  
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-B  
Exhibit D: Federal Funding / Grant Requirements Rider **[NOT APPLICABLE]**  
Exhibit E: Living Wage Policy  
Exhibit F: Prevailing Wage Policy **[NOT APPLICABLE]**  
Exhibit G: Iran Contracting Certification

- 7. DESIGNATED REPRESENTATIVES.** The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the Services under this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

|                                                                                                                                                                                                                   |                                                                                                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City Designated Representative<br>Name: Cesar Perfecto<br>Title: Controller<br>Phone: 805-385-7461<br>Email: cesar.perfecto@oxnard.org<br>Address: 300 West Third Street, 3 <sup>rd</sup> flr<br>Oxnard, CA 93030 | Consultant Designated Representative<br>Name: Linda Hurley<br>Title: Engagement Partner<br>Phone: (949) 296-4340<br>Email: LHurley@mgocpa.com<br>Address: 700 South Flower St., Suite 800<br>Los Angeles, CA 90017 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- 8. CONTRACTUAL PREREQUISITIES.** This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.
- B. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the City prior to the time this Agreement is executed.
- C. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.

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- D. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

## **9. CONSULTANT'S SERVICES.**

- A. Consultant shall perform the tasks, obligations, and Services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.
- B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. Consultant hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services under this Agreement.

**10. COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." City shall pay Consultant an amount not to exceed the amount is listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. Allowance for Price Adjustments.

**11. PAYMENT and INVOICES.** The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: [invoices@oxnard.org](mailto:invoices@oxnard.org).
- B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be

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deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.

- C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
- D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

**12. OPTION TO EXTEND AGREEMENT.** When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

**13. MODIFICATION OF AGREEMENT.** This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services.

**14. TERMINATION OF AGREEMENT.** City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen

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(15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

#### **15. FEDERAL GRANT FUNDING REQUIREMENTS . [RESERVED]**

**16. INDEPENDENT CONTRACTOR.** Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

**17. LAWFUL PERFORMANCE.** Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

**18. SAFETY REQUIREMENTS.** Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is

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reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

**19. STANDARD OF PERFORMANCE; WARRANTY.** Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
  - (1) Has thoroughly reviewed and considered the services and work to be performed; and
  - (2) Has reviewed the issues regarding the Scope of Services to be provided; and
  - (3) Has carefully considered how the services and related work should be performed; and
  - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

**20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY.** City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.

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- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by



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Consultant in reliance on any Confidential Information disclosed under this Agreement.

**21. NOTICE OF BREACH AND OPPORTUNITY TO CURE.** Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

**22. NOTICE.** All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

**23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.** Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

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(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

- B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.
- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

**24. INSURANCE.** Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

**25. LIVING WAGE REQUIREMENTS.** During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit E" to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all

Agreement No. \_\_\_\_\_  
of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

**26. PREVAILING WAGE REQUIREMENTS. [INTENTIONALLY OMITTED]**

**27. IRAN CONTRACTING ACT.** In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars (\$1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars (\$1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit G.

**28. SUBCONTRACTING.** If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work attached to this Agreement as "Exhibit A". Consultant is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

**29. CONFLICT OF INTEREST.** Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700

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with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

**30. DISPUTES.** Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

**31. DISPUTE RESOLUTION.** Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

**32. ASSIGNMENT.** This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

**33. CARE OF WORK.** Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.

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- 34. REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.
- 35. AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.
- 36. ADVERTISING AND PUBLICITY.** Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.
- 37. NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.
- 38. COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

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- 39. WAIVER.** City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.
- 40. FORCE MAJEURE.** Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.
- 41. GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.
- 42. SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.
- 43. INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.
- 44. NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.
- 45. AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.
- 46. EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative

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of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

**47. INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

**48. CAPTIONS AND HEADINGS.** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

**49. ACKNOWLEDGEMENT.** By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

**[Signatures on next page]**

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**IN WITNESS** WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

**CITY OF OXNARD**

**MACIAS GINI & O'CONNELL LLP**

\_\_\_\_\_  
Luis Mc Arthur, Mayor<sup>1</sup>

\_\_\_\_\_  
Date

\_\_\_\_\_  
Linda Hurley, Partner

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Lourdes A. López, City Clerk  
(only if Mayor authorizes)

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer,  
City Attorney (always required)

\_\_\_\_\_  
Date

\_\_\_\_\_  
<sup>1</sup> The City Council must authorize and the Mayor must execute any agreement over \$220,000.



## EXHIBIT A

### PROFESSIONAL SERVICE AGREEMENT (CITY OF OXNARD and MACIAS GINI & O'CONNELL LLP)

#### SCOPE OF SERVICES

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The City desires an Annual Comprehensive Financial Report (ACFR) and its component unit financial statements for the City of Oxnard to be prepared by the independent auditor and be fully compliant with GAAP and GASB for the fiscal year ended June 30, 2025 and each of the subsequent fiscal years through 2029 of the audit firm's contract with the City.

The City desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles. The auditor is to express an opinion on the fair presentation of the combining and individual fund and account group financial statements and schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the ACFR. However, the auditor is to provide an "in-relation to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the introductory section or the statistical section of the report.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards, as well as certain limited procedures for the Measure O fund as required by City ordinance.

**1. The selected independent auditor will be required to perform the following tasks:**

- a. The audit firm will perform an audit of all funds of the City of Oxnard. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller of the United States. The audit will be in full compliance with applicable GASB statements during the fiscal year the audit is being performed. The audit firm will render their audit report on the basic financial statements which will include both Government-Wide Financial Statements and Fund Financial Statements. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information pertaining to the General Fund and each major fund of the City.
- b. The audit firm will perform a single audit (if applicable) on the expenditures of federal grants in accordance with OMB Circular A-133 and render the appropriate audit reports on Internal Controls over Financial Reporting based upon the audit of the City's financial statements in accordance with Government Auditing Standards and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133.

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- c. The audit firm shall issue a separate “management letter” that includes recommendations for improvements in internal control, accounting procedures, and other significant observations that are considered to be non-reportable conditions. Management letters shall be addressed to the Mayor and City Council.
- d. The audit firm shall prepare the Annual State Controller’s Report for the City, the City’s Annual Street Report, and the Single Audit Report. The auditor should clearly take all the above into account when preparing the proposal.

#### **0. Reports to be Issued**

Following the completion of the audit of the fiscal year’s financial statements, the auditor shall issue:

- . A report on the fair presentation of the City’s financial statements in conformity with generally accepted accounting principles.
- a. A report on Measure O fund.
- b. A report on compliance of the annual calculation of the City’s appropriation limit.
- c. A report on the internal control structure based on the auditor’s understanding of the control structure and assessment of control risk.
- d. A report on compliance with applicable laws and regulations.
- e. Findings and recommendations for improvements in the systems of internal control.
- f. Findings and recommendations for improvements in accounting systems.
- g. Findings of non-compliance with laws, rules, and regulations.
- h. Any other material items coming to the attention of the auditor during the course of the examination.
- i. Preparation and submission of the State Controller’s reports for the City.
- j. Internal Control Reports. The internal control report shall communicate in writing to management any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization’s ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements. The internal control report shall also include:
  - 1. Reportable conditions that are also material weaknesses shall be identified as such in the reports.
  - 2. Non-reportable conditions that are also material weaknesses shall be identified as such in the reports.
  - 3. The reports on compliance shall include all instances of noncompliance.
  - 4. Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to both the City Manager and the Chief Finance Officer.

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- I. Reports to the City Council. The auditor shall inform the City Council of the following:
  1. The auditor's responsibility under generally accepted auditing standards
  2. Significant accounting policies
  3. Management judgments and accounting estimates
  4. Significant audit adjustments
  5. Other information in documents containing audited financial statements
  6. Disagreements with management
  7. Management consultation with other accountants
  8. Difficulties encountered in performing the audit

**0. Special Considerations**

The City intends to send its Annual Comprehensive Financial Report (ACFR) to the Government Finance Officers Association and California Society of Municipal Finance Officers for review in its Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to provide special assistance to the City to meet the requirements of that program.

The City intends to structure the contract so that the City has the option as to whether the auditor or City Staff would prepare the ACFR. The auditor shall be required to prepare the ACFR if the City elects that option. The cost of said preparation of the ACFR shall be an expense of the City.

**0. Working Paper Retention and Access to Working Papers**

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the City of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the City. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

**0. Management Letters**

The auditor shall present samples for the City.

**0. Schedule for the 2025-26 Fiscal Year Audit**

The auditor should complete each of the following no later than the dates indicated.

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|                                                                          |                                    |
|--------------------------------------------------------------------------|------------------------------------|
| Preliminary Field Work to Begin                                          | <b>May 2025</b>                    |
| Auditor Provides List of Schedules to be Completed                       | <b>June 2025</b>                   |
| Year End Field Work Begins                                               | <b>October 2025</b>                |
| Year End Field Work to be Completed                                      | <b>October 2025</b>                |
| Draft Audit Report and Recommendations Completed by Auditor              | <b>November 2025</b>               |
| Draft Audit Reports Returned to Auditor                                  | <b>November-<br/>December 2025</b> |
| Revised Draft Auditor's Report Delivered to City                         | <b>December 2025</b>               |
| Final Audit Reports and Management Letter Submitted to City On or before | <b>December 30, 2025</b>           |
| Audits Presented to City Council for Acceptance                          | <b>January – February 2026</b>     |

**0. Date Final Report is Due**

- . The CFO will complete the review of the draft report as expeditiously as possible. During that period, the auditor should be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed report shall be delivered to the City within ten (10) working days. It is anticipated that this process will be completed to allow City Council approval by the month of December following each fiscal year.
- b. 20 signed copies of the City's Annual Comprehensive Financial Report (ACFR) are to be delivered.

**0. Assistance to be Provided to the Auditor**

Finance Department and Clerical Assistance

- . The finance department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation, and explanations. City staff performs a variety of closing procedures during July and August, and they prepare a number of schedules in preparation for the year-end audit. The Auditor is expected to make use of this work

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product in preparing for the audit. A copy of the product list and pertinent work papers from the prior year will be made available for review to the selected firm. Any schedules not provided in those work papers and required for the audit, should be detailed and the request list submitted well in advance of fieldwork commencing.

- a. Consideration must be given to the on-going tasks of the Finance Department. Consideration must also be given to the work schedules of the Finance Department staff and responsible management personnel. The auditor shall provide the City with a detailed audit plan and a list of all schedules to be prepared for both interim and year-end audit work. The City's normal hours of operation are Monday through Friday from 8:00 a.m. to 6:00 p.m. with the exception of every other Friday when the offices are closed.

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## EXHIBIT B

### PROFESSIONAL SERVICE AGREEMENT (CITY OF OXNARD and MACIAS GINI and O'CONNELL LLP)

#### SCHEDULE OF COMPENSATION

Below are hourly rates detailed by partner, senior manager, manager, field supervisor and other staff.

| Title / Classification            | 2025<br>Standard -<br>Cost per<br>Hour | Discount | Discounted<br>Rates -<br>Cost per<br>Hour |
|-----------------------------------|----------------------------------------|----------|-------------------------------------------|
| Partners                          | \$ 540                                 | 75%      | \$ 405                                    |
| Directors                         | \$ 450                                 | 75%      | \$ 340                                    |
| Senior Managers                   | \$ 400                                 | 75%      | \$ 300                                    |
| Managers                          | \$ 360                                 | 75%      | \$ 270                                    |
| Supervisors and Senior Associates | \$ 285                                 | 70%      | \$ 200                                    |
| Experienced Associates            | \$ 225                                 | 70%      | \$ 160                                    |
| Staff Associates                  | \$ 200                                 | 70%      | \$ 140                                    |
| Administrative Assistants         | \$ 140                                 | 70%      | \$ 100                                    |

| City of Oxnard                                                      |  | Estimated<br>Hours | 2024/25    | 2025/26    | 2026/27    | 2027/28    | 2028/29    |
|---------------------------------------------------------------------|--|--------------------|------------|------------|------------|------------|------------|
| Deliverables                                                        |  |                    |            |            |            |            |            |
| State Controller Reports (Cities, Special District, Annual Streets) |  | 70                 | \$ 12,995  | \$ 13,385  | \$ 13,785  | \$ 14,200  | \$ 14,625  |
| Single Audit Report (up to 3 major programs)                        |  | 120                | \$ 24,350  | \$ 25,080  | \$ 25,830  | \$ 26,605  | \$ 27,405  |
| Annual Comprehensive Financial Report (ACFR)                        |  | 810                | \$ 166,075 | \$ 171,055 | \$ 176,185 | \$ 181,470 | \$ 186,915 |
| ACFR Preparation                                                    |  | 85                 | \$ 20,495  | \$ 21,110  | \$ 21,745  | \$ 22,395  | \$ 23,065  |
| Measure O Report                                                    |  | 30                 | \$ 5,855   | \$ 6,030   | \$ 6,210   | \$ 6,395   | \$ 6,585   |
| Gann Appropriations Limitation AUP Report                           |  | 10                 | \$ 10      | \$ 10      | \$ 10      | \$ 10      | \$ 10      |
| Total (not-to-exceed) Fees                                          |  | 1,125              | \$ 229,780 | \$ 236,670 | \$ 243,765 | \$ 251,075 | \$ 258,605 |

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## **EXHIBIT C**

### **PROFESSIONAL SERVICES AGREEMENT (CITY OF OXNARD and MACIAS GINI & O'CONNELL LLP)**

#### **INSURANCE REQUIREMENTS**

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**Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.**

**INSURANCE REQUIREMENTS FOR CONSULTANTS  
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto";

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact [insurance@oxnard.org](mailto:insurance@oxnard.org)

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.



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## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

### *Certificates of Insurance*

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notes of cancellation.**

### *Endorsement Forms*

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-B.doc

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

**PRODUCER**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE

SUB-CODE

**COMPANIES AFFORDING INSURANCE COVERAGE**

INSURED

COMPANY  
LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY  
LETTER **B**
**COVERAGES**

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

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

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

**CERTIFICATE HOLDER**

**CITY OF OXNARD % Evident ID, Inc.**  
**8520 Allison Pointe Blvd. Ste 223**  
**PMB 5210**  
**Indianapolis, Indiana 462500-4299 US**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Agreement No. \_\_\_\_\_

[illegible]

Agreement No. \_\_\_\_\_

| AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | SUBMIT IN DUPLICATE                                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| FOR THE CITY OF OXNARD (the "City")                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | ENDORSEMENT NO.                                                                                                                                                                                                                                                                                                                                                                                                                            | ISSUE DATE (MM/DD/YY) |
| PRODUCER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | POLICY INFORMATION:<br>Insurance Company:<br>Policy No.:<br>Policy Period: (from) (to)<br>LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits<br><input type="checkbox"/> In Addition to Limits                                                                                                                                                                                                                            |                       |
| Telephone:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____<br>with an Aggregate of \$ _____ applies to _____<br>coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim (which)                                                                                                                                                                            |                       |
| NAMED INSURED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here<br><input type="checkbox"/> In which case only the following specific agreements and permits with the City are covered:<br><br>CITY AGREEMENTS/PERMITS                                                                                          |                       |
| TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | OTHER PROVISIONS                                                                                                                                                                                                                                                                                                                                                                                                                           |                       |
| <input type="checkbox"/> COMMERCIAL AUTO POLICY<br><input type="checkbox"/> BUSINESS AUTO POLICY<br><input type="checkbox"/> OTHER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |
| LIMIT OF LIABILITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  | CLAIMS: Underwriter's representative for claims pursuant to this insurance.                                                                                                                                                                                                                                                                                                                                                                |                       |
| \$ _____ per accident, for bodily injury and property damage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | Name: _____<br>Address: _____<br>Telephone: ( ) _____                                                                                                                                                                                                                                                                                                                                                                                      |                       |
| In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |
| <p>1. <b>INSURED.</b> The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.</p> <p>2. <b>CONTRIBUTION NOT REQUIRED.</b> As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.</p> <p>3. <b>SEVERABILITY OF INTEREST.</b> This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.</p> <p>4. <b>CANCELLATION NOTICE.</b> With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.</p> <p>5. <b>PROVISIONS REGARDING THE INSURED'S DUTIES.</b> Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.</p> <p>6. <b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as:</p> <p>a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or</p> <p>b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).</p> <p>Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.</p> |  |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |
| ENDORSEMENT HOLDER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |
| CITY OF OXNARD % Evident ID, Inc.<br>8520 Allison Pointe Blvd. Ste 223<br>PMB 5210<br>Indianapolis, Indiana 462500-4299 US                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | AUTHORIZED REPRESENTATIVE<br><br><input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____<br><br>I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.<br><br>Signature _____<br><br>(original signature required)<br><br>Telephone: ( ) _____ Date Signed _____ |                       |

Agreement No. \_\_\_\_\_

## **EXHIBIT D**

### **PROFESSIONAL SERVICES AGREEMENT (CITY OF OXNARD and MACIAS GINI & O'CONNELL LLP)**

FEDERAL FUNDING/GRANT REQUIREMENTS RIDER

**[NOT APPLICABLE]**

## **EXHIBIT E**

### **PROFESSIONAL SERVICES AGREEMENT (CITY OF OXNARD and MACIAS GINI & O'CONNELL LLP)**

#### **LIVING WAGE POLICY**

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

Agreement No. \_\_\_\_\_

**CITY OF OXNARD LIVING WAGE REQUIREMENTS  
EFFECTIVE JULY 1, 2024**

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit E. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

- a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.
- c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

Agreement No. \_\_\_\_\_

**EXHIBIT F**

**PROFESSIONAL SERVICES AGREEMENT  
(CITY OF OXNARD and MACIAS GINI & O'CONNELL LLP)**

PREVAILING WAGE

**[NOT APPLICABLE]**



Agreement No. \_\_\_\_\_

## **EXHIBIT G**

### **PROFESSIONAL SERVICES AGREEMENT (CITY OF OXNARD and MACIAS GINI & O'CONNELL LLP)**

#### **IRAN CONTRACTING CERTIFICATION**

Agreement No. \_\_\_\_\_

**IRAN CONTRACTING ACT CERTIFICATION  
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)**

Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

**OPTION No.1 – CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of \_\_\_\_\_ in the State of \_\_\_\_\_

**OPTION No.2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of \_\_\_\_\_ in the State of \_\_\_\_\_

# AGREEMENT FOR ANNUAL FINANCIAL AUDITS AND SINGLE AUDITS FOR FEDERALLY FUNDED PROGRAMS FOR FISCAL YEARS 2024-25 THROUGH 2028-29

Presentation to Finance and Governance Committee  
May 13, 2025

Presented By:  
Beth Vo, Assistant Chief Financial Officer

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a five-year agreement (No.32600005) with Macias Gini &O'Connell, LLP in the amount of \$1,219,895 for annual financial audits and Single Audits for Federally funded programs.

On January 27, 2025 City issued a Request for Proposals for Professional Auditing Services.

- To conduct the City of Oxnard's annual and Single audits for five fiscal years from FY 2024-25 through FY 2028-29.
- Outreach efforts made to number of accounting and auditing firms encouraging them to respond.
- RFP receives 45 singles view and six firms responded and submit proposals to RFP
- An Evaluation Team – 5 members

Macias Gini & O'Connell, LLP (MGO) was deemed the best value overall, compared to the other five proposers.

- Strong presence in California
- Solid History of public sector audits
- Extensive list of California clients
- Thorough and Clear Proposal
- Offer structured, clear, and detailed audit work plan and timeline
- Demonstrated high level of technical competency

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a five-year agreement (No.32600005) with Macias Gini &O'Connell, LLP in the amount of \$1,219,895 for annual financial audits and Single Audits for Federally funded programs.



# QUESTIONS

